

CITY COUNCIL
GIL MCDOUGAL, MAYOR
DANNY CARTER, MAYOR PRO-TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
MICHAEL YOUNG

City of Villa Rica



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

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

MAYOR & COUNCIL WORK SESSION AGENDA

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

November 5, 2020 | 3:00 PM

Review of the Agenda (Mayor Gil McDougal)

A. Community Development (Bobby Elliott, Director)

1. VA-04-20: Five Variances Request For 77 Commerce Drive and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
2. ZM-01-20: Zoning Map Amendment to Correct Four Lot Designations and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
3. Professional Consultant Contract for the Villa Rica LCI Study Between the City of Villa Rica and MKSK. (Chris Montesinos, Deputy Director)

B. Public Works

1. Approval of City Wide Service Agreement to Provide HVAC Systems with Semi-Annual Inspections and Seasonal Filters. (Nic Griffin, Building and Fleet Manager)
2. Approval of Replacement and Installation of New Garage Door at the Avanti Building. (Nic Griffin, Building and Fleet Manager)
3. Purchase of a 2020 Ford F-250 Crew Cab 4x4 for the Storm Water Department. (Nic Griffin, Building and Fleet Manager)
4. Purchase of a 2021 Ford F-250 Crew Cab 4x4 for the Utilities Department (Nic Griffin, Maintenance and Fleet Manager)
5. Approval of the Purchase of a Ford Escape for the Parks, Recreation and Leisure Services Department. (Nic Griffin, Building and Fleet Manager)
6. Approval of Purchase of Six 2021 Ford Police Interceptors for the City of Villa Rica Police Department. (Nic Griffin, Building and Fleet Manager)
7. Approval to Engage SLR Roofing to Install an Architectural Style Shingle Roof on Fullerville Concession Stand. (Nic Griffin, Building and Fleet Manager)

C. Police (Michael Mansour, Chief)

1. Expand the Body Worn Camera Program by One Unit and Obtain the Data Transfer Station Required for Compatibility with the Latest Body Camera Model. (Chief of Police, Michael Mansour)
2. Equip the Six Newly Ordered Patrol Explorers With All Necessary Emergency Equipment. (Chief of Police, Michael Mansour)

3. Equip the Six Newly Ordered Patrol Explorers With Emergency Band Two Way Radios. (Chief of Police, Michael Mansour)
4. Equip the Six Newly Ordered Patrol Vehicles With In-Car Video Cameras and Body Cameras. (Chief of Police Michael Mansour)
5. Replace 10 Previous Generation Portable Radios With Current Model, Manufacturer Supported Portable 2-Way Radios. (Chief of Police, Michael Mansour)

D. Human Resources (Stephanie Rooks, Manager)

1. Personnel Policies Update

E. Finance (Sarah Andrews, CFO)

1. Banking Services
2. 2021 Budget Amendment

F. City Manager (Tom Barber)

1. To Designate the Mayor and Council as the Redevelopment Agency for the City of Villa Rica. (Tom Barber)
2. Adoption of PILOT (Payment in Lieu of Taxes) Agreement Related to Walton Communities Project With Villa Rica Housing Authority. (David Mecklin, City Attorney)

G. 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.)

H. Adjournment



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-04-20 – 77 Commerce Dr

CITY COUNCIL AGENDA DATE: November 10th, 2020

DATE: October 5, 2020

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Teresa Curry, PE of AXIS Infrastructure, LLC is requesting five variances for the property located at 77 Commerce Drive in order to construct a Take 5 Oil Change facility. The variances being applied for are as follows (**staff comments in bold**):

- Section 4.04(1)e.1- *The minimum yards (setbacks) for all structures shall be established in Chapter IV, Table 4.4 and Table 4.5 in the Villa Rica Zoning Ordinance subject to the following requirements: [exceptions listed]* **The applicant is requesting to encroach into both side yards (30' required, whereas 20.80' is proposed on the north side of the lot and 5' proposed on the south side of the lot.**
- Section 7.05(6)a- *"All parking lots, including parking spaces (excluding interior drives and loading/unloading areas), shall be separated from all public or private street rights-of-way by a landscape screen that is a minimum of twenty (20) feet in width. Parking areas adjacent to other developed parcels shall require a planting area that is a minimum ten (10) feet in width."* **While the applicant can provide the 20' width landscape buffer from Commerce Drive and the rear access easement, the 10' side yard landscape buffers will not be provided in various sections of the lot. The applicant is requesting a variance for the entire 10' landscape buffer on each side of the lot.**
- Section 7.02(4)c- *"In addition to the minimum requirements, a maximum of fifty (50) percent the required parking shall be located between the front façade and the primary street. The balance of the parking shall be on the rear or side of the primary building."* **All parking spaces are located in the rear yard.**
- Section 7.02(4)a.i.3- *"Location. Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission."* **All parking spaces are located in the side yard landscape buffer.**
- Section 7.02(4)a.i.4- *"Setbacks. In no case shall a parking area be located closer than ten (10) feet from any right-of-way or adjacent property line. Parking areas shall be separated by a minimum of five (5) feet from the façade of a building or structure by an elevated*

*sidewalk or planting strip.” **The parking area is directly adjacent to the side yard property line with a 0’ setback.***

BACKGROUND: The property is currently vacant with no structures on the lot. The width of the lot at it’s widest extent is 87’. The Zoning Ordinance requires all variance requests to go before the City Council for approval.

STAFF RECOMMENDATION: Staff recommends denial of these variances.

PLANNING COMMISSION: N/A

MOTION:

- (1) I make a motion to deny the variance request to encroach into the side yard setbacks.
- (2) I make a motion to deny the variance request to encroach into the required landscape buffer.
- (3) I make a motion to deny the variance request to locate all parking spaces in the rear yard.
- (4) I make a motion to deny the variance request to locate all parking spaces within the side yard landscape buffer.
- (5) I make a motion to deny the variance request to locate the parking area within the 10’ parking setback area.



Planning & Zoning

Community Development Department

VA-04-20

Council Ward: 5

Planning Board Member: Mac Pilgrim

City Council Member: Danny Carter

Public Hearing Dates

City Council: October 13th, 2020

Request: Five variances to encroach into both side yard setbacks, landscape buffers, and for parking space locations in order to construct a Take 5 Oil Change.



Applicant: Teresa Curry
AXIS Infrastructure, LLC
1111 Cambridge Square
Alpharetta, GA 30009

Acres: 0.35 +/- acres
Current Land Use: Vacant
Future Land Use: Commercial &
Conservation/Open Space

Parcel Number(s): V07 0110219

Location: 77 Commerce Dr., in Land Lot 158 of the 6th District in Carroll County.

Project Description:

The applicant is request five variances from zoning ordinance requirements in order to construct a three-bay 1,425 SF Take 5 Oil Change facility. Due to the size of the lot, the applicant is requesting a variance from the following regulations:

- Section 4.04(1)e.1- *The minimum yards (setbacks) for all structures shall be established in Chapter IV, Table 4.4 and Table 4.5 in the Villa Rica Zoning Ordinance subject to the following requirements: [exceptions listed]* **The applicant is requesting to encroach into both side yards (30' required, whereas 20.80' is proposed on the north side of the lot and 5' proposed on the south side of the lot.**
- Section 7.05(6)a- *"All parking lots, including parking spaces (excluding interior drives and loading/unloading areas), shall be separated from all public or private street rights-of-way by a landscape screen that is a minimum of twenty (20) feet in width. Parking areas adjacent to other developed parcels shall require a planting area that is a minimum ten (10) feet in width."* **While the applicant can provide the 20' width landscape buffer from Commerce Drive and the rear access easement, the 10' side yard landscape buffers will not be provided in various sections of the lot. The applicant is requesting a variance for the entire 10' landscape buffer on each side of the lot.**
- Section 7.02(4)c- *"In addition to the minimum requirements, a maximum of fifty (50) percent the required parking shall be located between the front façade and the primary street. The balance of the parking shall be on the rear or side of the primary building."* **All parking spaces are located in the rear yard.**
- Section 7.02(4)a.i.3- *"Location. Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission."* **All parking spaces are located in the side yard landscape buffer.**
- Section 7.02(4)a.i.4- *"Setbacks. In no case shall a parking area be located closer than ten (10) feet from any right-of-way or adjacent property line. Parking areas shall be separated by a minimum of five (5) feet from the façade of a building or structure by an elevated sidewalk or planting strip."* **The parking area is directly adjacent to the side yard property line with a 0' setback.**

Surrounding Properties:

	Current Zoning	Current Land Usage
North	Commercial Medium-Density (C2)	Commercial
East	Commercial Medium-Density (C2)	Commercial
South	Commercial Medium-Density (C2)	Commercial
West	Commercial Medium-Density (C2)	Vacant

Comprehensive Plan:

The applicable property is located in the Commercial Activity Area and the Conservation/Open Space Character Area based on the Future Land Use Map. The Comprehensive Plan describes the intent and general characteristics of the Conservation/Open Space Character Area as follows:

Protect environmentally sensitive areas and open space for conservation and passive recreation purposes. Prevent degradation to natural resources in areas that have developed or have the potential to develop. Conservation areas are public or privately-owned properties that are not suitable for development and are intended to be permanently protected for natural area conservation and passive recreation purposes. Open space areas also include parks and undeveloped areas that provide both passive and active recreation opportunities.

The proposed project expands and connects the commercial activities existing to the north, south and east of the site. Some sections of the lot designated as Conservation/Open Space on the Future Land Use Map are proposed for site circulation. New commercial activity does not correspond to the list of primary future land uses proposed in the Comprehensive Plan:

- Undeveloped areas in their natural state; Wetlands
- Passive Parks (environmentally constrained areas)
- Active Parks (areas without environmental constraints)
- Greenways/Trails; Golf course

However, the Commercial Activity Center encourages the use, and the areas of the lot shown as Commercial Activity Area are consistent with the list of primary future land uses in the Comprehensive Plan:

- Commercial, retail, and office uses that serve surrounding neighborhoods
- Emphasis on commercial park/campus-style development
- Mixed Use (including residential above ground-floor retail)
- Professional office, Government facilities
- Civic benefit uses such as community centers, libraries, places of worship, and schools
- Parks, greenways, trails

Variance Review Standards: (From Section 11.06 of the Zoning Ordinance)

A variance is not a right. It may be granted upon finding that:

- a) General Welfare. The approval will not be injurious to the public health, safety, morals, and general welfare of the community;**

The variances, if granted, would not pose a threat to the community.

- b) Adjacent Property. The use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner; and**

The surrounding uses are zoned for commercial activity and commercial businesses are existent to the north and south of the site. The use and value of those businesses and the general area would not be impacted by development of this lot for the intended purposes.

- c) Practical Difficulty. The strict application of the terms of this ordinance will result in a practical difficulty in the use of the property. This situation shall not be self-imposed, nor be based on a perceived reduction of, or restriction on, economic gain.**

The requested variances are self-imposed in nature and are not unique to a physical lot feature, topography or size. Although the relatively small and narrow lot inherently limits the type economic potential of the lot, the applicant's design considerations and orientation, specifically, are the purpose of the variance requests.

Staff Comments:

The applicant is requesting five variances in order to construct a three-bay oil change facility. The Council should consider the benefits vs. detriments of this proposed project purposes of the request. Because of the tight dimensions of the site, and the lack of buffering on the north side of the lot and the lack of detail for the rear access road, staff cannot recommend approval. In

addition, this is not a property acquisition for future development, but instead a ground lease with no guarantees as to the future use (given the limited adaptive use potential for any other use) or maintenance of the property in perpetuity.

Recommendation:

Staff recommendation: **DENIAL**

Public Notifications:

As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on October 7th, 2020; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, residents within the surrounding neighborhoods have not contacted the City at the time of this staff report.

Ronald Johnson, Planning and Zoning Specialist
Department of Community Development

Attachments:

1. Application
2. Intent to Purchase Agreement
3. Conceptual Site Plan
4. Deeds
5. Applicant Statement
6. Future Land Use Map
7. Zoning Map

Future Development Map:



CHARACTER AREAS

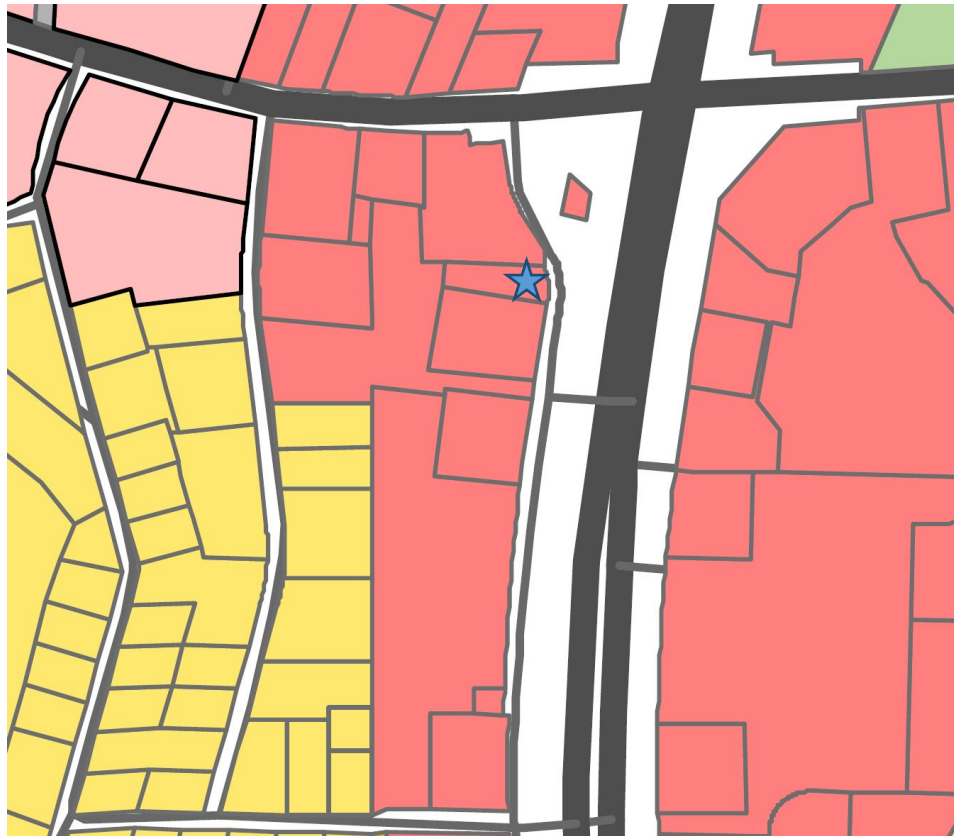
-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY



Zoning Map:



Zoning District Legend

	City Boundary
	AG - Single-Family Agricultural
	R1 - Single-Family Suburban
	R2 - Single-Family Urban
	SFA - Single-Family Attached
	MF1 - Multifamily Low-Density
	MF2 - Multifamily Medium-Density
	CBD - Central Business District
	CMU - Commercial Mixed Use
	C1 - Commercial Low-Density
	C2 - Commercial Medium-Density
	OMI - Office Medical Institutional
	I1 - Industrial Low-Density
	I2 - Industrial Medium-Density
	PUD - Planned Unit Development



September 30, 2020

Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

RE: Variance requests
77 Commerce Drive
Proposed Take 5 Oil Change Facility

To whom it may concern:

The above referenced property contains 0.43 acres and is zoned C-2. Due to the shape and size of the parcel, any use would require variances. Our client is proposing a Take 5 Oil Change facility on this site. There are 5 variances required based on the following ordinance sections:

1. Section 4.04(1)e.1- *"The minimum yards (setbacks) for all structures shall be established in Chapter IV, Table 4.4 and Table 4.5 in the Villa Rica Zoning Ordinance subject to the following requirements: [exceptions listed]"*
2. Section 7.02(4)a.i.3- *"Location. Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission."*
3. Section 7.02(4)a.i.4- *"Setbacks. In no case shall a parking area be located closer than ten (10) feet from any right-of-way or adjacent property line. Parking areas shall be separated by a minimum of five (5) feet from the façade of a building or structure by an elevated sidewalk or planting strip."*
4. Section 7.02(4)c- *"In addition to the minimum requirements, a maximum of fifty (50) percent the required parking shall be located between the front façade and the primary street. The balance of the parking shall be on the rear or side of the primary building."*
5. Section 7.05(6)a- *"All parking lots, including parking spaces (excluding interior drives and loading/unloading areas), shall be separated from all public or private street rights-of-way by a landscape screen that is a minimum of twenty (20) feet in width. Parking areas adjacent to other developed parcels shall require a planting area that is a minimum ten (10) feet in width."*



The explanations for these variances are listed below:

- Building setback: The buildable area on this parcel is only 87' wide. There is not a use that would fit in this area. Our building size is small (1,425 SF) but will require the building setbacks be reduced from 30' to 5'. (To give you a reference of scale, the Chick Fil A next door is 4,950 SF and the CVS is 12,500 SF.)
- Landscape buffer requirements: In order to be able to circulate the site we will need to encroach into the landscape buffer. We can pay into a tree fund to mitigate the difference.
- 50% of parking in front of building: In order to place the building at the widest part of the lot we are forced to place all of the parking at the rear of the building. This use doesn't involve the customer getting out of the car and therefore the only parking we need is for the 3-4 employees.

In summary, this is a difficult parcel to develop and the Code restricts it even further. We feel that our use is the best suited use for this parcel. Anyone who develops will face the same hardships, however our use utilizes a small building footprint and little required parking to adequately serve the use.

Please see the attached application, site plan and additional items required per the variance application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'T. Curry'.

Teresa Curry, P.E.
Partner



APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

The procedure for requesting a Variance or filing an Appeal is set forth in Section 2.03.J and 2.03.K respectively, of the Unified Development Code (UDC). Generally, the amendment process involves review by the Community Development Manager and City Council.

Please complete the blanks with the requested information. If any of the information or required materials is missing or incomplete, the application will not be processed. Also, please note the required information requested on the back of this page.

Date of Application: 9/18/2020

APPLICANT

Applicant Name: Teresa Curry - AXIS Infrastructure, LLC
Address: 1111 Cambridge Square City: Alpharetta State: GA Zip: 30009
Phone: (678) 395-4920 Fax: () - Email: teresacurry@axiscompanies.com
Agent Name: Rahim Manani - Take 5 Oil Change
Address: 2199 Glenmore Lane City: Snellville State: GA Zip: 30078
Phone: (404) 786-0304 Fax: () - Email:
Owner Name (If different from applicant): Brenda VRCFA, LLC - Brenda M. Matthews
Address: P.O. Box 324 City: Villa Rica State: GA Zip: 30180
Phone: () - Fax: () - Email:

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 77 Commerce Drive, Villa Rica GA 30180

I, Teresa Curry, hereby state that all of the above statements and statements contained in the documents submitted with this application are true. I hereby request processing of this application.

M Curry
Signature of Applicant

9-18-2020
Date



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment.
2. A site plan demonstrating the requested variance, showing the affected property, adjacent property, zoning and existing land use;
3. A statement of why the variance is necessary;
4. A statement as to how the applicant's request satisfies each required finding;
5. A listing of the owners of property within 250 feet of the subject property and the mailing addresses for said owners on file with the County Assessor; and
6. Any other exhibits as may be required by the Community Development Manager.

Appeals from Staff Determinations:

1. Copy of deed, lease, option agreement or other evidence of ownership or applicant's interest in the property. If the applicant is not the owner, attach a notarized statement signed by the owner authorizing the applicant to request the amendment;
2. A statement as to why the applicant believes the Staff's determination is contrary to the intent and requirements of the Code; and
3. Any other exhibits as may be required by the Community Development Manager.

Return Form to:
Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

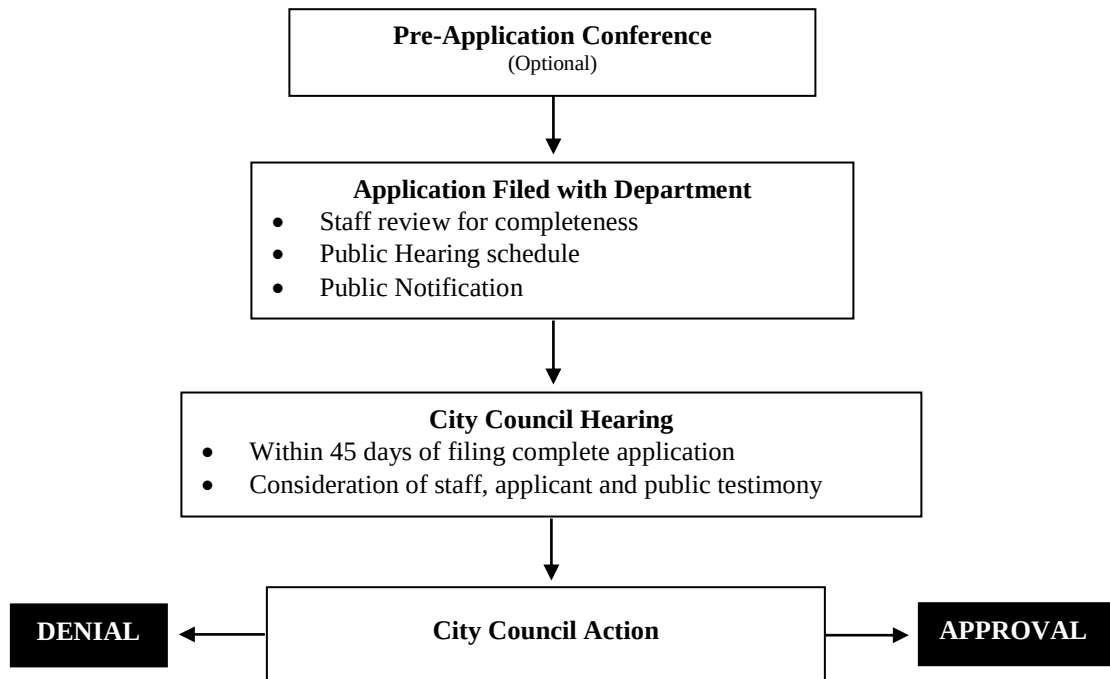
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS



5/8/28/2020

Scanned back to J. Luke et al

GROUND LEASE

Parties

1.0 This Ground Lease (this "Lease") is effective August 28, 2020 (the "Effective Date") by and between MMCC Fund, LLC, a Georgia limited liability company with a principal address of 215 West Bankhead Highway, Villa Rica, Georgia 30180 ("Landlord") and Quick Lube Development, LLC, a Georgia limited liability company with its principal address of 2199 Glenmore Lane, Snellville, GA 30078 ("Tenant").

Premises

2.0 Landlord hereby demises and leases to Tenant, and Tenant hereby leases from Landlord, approximately 0.4 acres of real property located in Villa Rica, being Carroll County tax parcel number V07 0110219, and being more particularly shown on Exhibit A hereto (the "Premises"), together with all of Landlord's rights, easements, and appurtenances in and to such property and in and to such rights as Landlord may have in highways, roads, streets, lanes, whether public or private, which are contiguous to the property.

2.1 Landlord shall deliver the Premises to Tenant as-is, where-is.

Definitions

3.0 The "Initial Term" of this Lease shall commence upon the earlier to occur of (i) the date of issuance of a land disturbance permit for Tenant's planned improvements to the Premises and (ii) 150 days after the Effective Date. The "Initial Term" of this Lease shall 10 years after the Rent Commencement Date.

3.1 The "Extended Term(s)" of this Lease shall be additional, successive extensions of the Term beyond the Initial Term, at the option of the Tenant, as described in Section 4.1 below.

3.2 The "Rent Commencement Date" shall occur on the date that is 120 days after the commencement of the Initial Term.

3.3 A "Hazardous Substance" is any petroleum product, asbestos product or other material, substance or waste which is recognized as being hazardous or dangerous to health or the environment by any federal, state or local agency having environmental protection jurisdiction over the Premises.

3.4 An "Interest Holder" is any mortgagee or assignee (conditional or otherwise) of any interest, or holder of any security interest, in any portion of the Lease or the Premises, derived from Tenant or any parent, affiliate or assignee of Tenant.

3.5 A "Non-Disturbance Agreement" is a written agreement, in form satisfactory to Tenant, Landlord, Landlord's lender, and such parties' counsel, by the terms of which a mortgagee under any mortgage (or a trustee under any deed of trust) on the Premises agrees (i) to furnish Tenant

JPL

SC
8-28-20

and any Interest Holder of which Landlord has knowledge with any notices of default under the mortgage or deed of trust, (ii) not to disturb Tenant's possession and quiet enjoyment of the Premises so long as Tenant is not in default under this Lease beyond any notice and cure period, and (iii) that any purchaser at any foreclosure sale or the mortgagee or trustee upon entry, shall assume and perform the obligations of Landlord hereunder, including obligations to any Interest Holder of which Landlord has knowledge.

3.6 "Losses" means any liabilities, losses, claims damages, interest, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, and other expenses.

Term

4.0 The term of this Lease (the "Term") shall include the Initial Term and the Extended Term(s).

4.1 At Tenant's option, and provided Tenant is not then in default of any provision of this Lease beyond any applicable cure period, Tenant may extend the Term of this Lease for a total of 6 successive Extended Terms of 5 years each, commencing upon the expiration of the Initial Term or prior Extended Term, as the case may be, under the same terms and conditions as set forth in this Lease for the Initial Term, except that the Fixed Rental for each Extended Term will be as set forth in Exhibit B. In the event Tenant desires to exercise a renewal option, it shall do so by providing Landlord at least 180 days written notice prior to the expiration of the Initial Term or prior Extended Term, as the case may be.

4.2 Notwithstanding anything contained in this Lease to the contrary, no later than the expiration of the Term, termination of this Lease, or termination of Tenant's right of possession of the Premises, Tenant shall remove all signage, trade fixtures, and other personal property from the Premises and shall return the building to a plain vanilla shell. If such an obligation requires Tenant to remove anything from the roof of the Premises, Tenant shall use Landlord's approved roofing contractor to perform such removal and repair. Any property left at the Premises upon expiration of the Term, termination of this Lease, or termination of Tenant's right of possession of the Premises shall be deemed abandoned, and Landlord shall be entitled to dispose of or retain such property without obligation to Tenant.

Rent

5.0 Tenant agrees to pay an annual minimum rent (the "Fixed Rental") in equal monthly installments during the Term, in the amounts set forth on the attached Exhibit B hereto, commencing on the Rent Commencement Date and thereafter in advance on the first day of each month. All rental payments are to be made to Landlord at the address set forth in Section 1.0 above or such other place as Landlord may direct in writing. In the event that the first month and/or last month of the Term is a partial month, the Fixed Rental for said months shall be prorated.

5.1 All Fixed Rental and other charges due by Tenant under this Lease shall be paid without demand, deduction, or offset. It is the intent of the parties, except as is otherwise provided in this Lease, that Fixed Rental and other charges payable to Landlord shall be absolutely net to Landlord.



BC
8-25-20

Tenant shall pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments of every kind and nature whether foreseen or unforeseen, extraordinary or ordinary, and incurred for, against, or in connection with the Premises that may arise, accrue or become due during the Term except as otherwise expressly provided herein.

Taxes

6.0 In addition to the annual Fixed Rental hereinabove reserved, Tenant agrees to pay, before interest and penalties accrue, all general real estate taxes which may be imposed on or become due and payable with respect to the Premises during the Term. Such taxes for the first and last years of the Term shall be apportioned so that Tenant shall pay only the portion thereof as shall be the same as the portion of the tax year of the taxing authority concerned during which Tenant was obligated to pay rental under the provisions of this Lease. Tenant may, at its own expense and in the name of either or both Landlord or Tenant, initiate and prosecute proceedings for abatement or review of any tax, provided that (at the option of Landlord) Tenant shall post such security as Landlord reasonably requires to secure Tenant's obligations under this Section 6.0. Landlord agrees to cooperate with Tenant in any such proceedings (at no cost to Landlord). Tenant shall be entitled to receive any proceeds from such abatement proceedings.

Insurance

7.0 At its own expense, Tenant shall maintain a policy or policies of general liability insurance against claims and damages in connection with the Premises. Such policy or policies shall include coverage with a single limit of \$1,000,000.00/\$2,000,000.00 aggregate for bodily injury and property damage combined and such statutory insurance as may be required in the state in which the Premises are located and Tenant shall provide Landlord with a certificate naming Landlord as an additional insured. Such insurance shall include a 30 day notice of cancellation in favor of Landlord and a waiver of subrogation in favor of Landlord.

7.1 At its own expense, Tenant shall maintain in force a policy of insurance against loss or damage by fire, earthquake, flood, if applicable, and such other perils as are covered under the broadest form of the "extended coverage" or "all risk" endorsement available in Georgia, including, but not limited to, damage by wind storm, hurricane, lightning, explosion, smoke, sprinkler leakage, vandalism, malicious mischief and such other risks as are normally covered by such endorsements. Such insurance shall be carried and maintained to the extent of full (actual) replacement cost of Tenant's Improvements. Such insurance shall include a 30 day notice of cancellation in favor of Landlord and a waiver of subrogation in favor of Landlord.

7.2 Intentionally omitted.

7.3 Landlord reserves the right to require reasonable increases in the limits of coverage from time to time during the Term, and any such requested increase will be deemed reasonable if it is consistent with commercially reasonable practices for similar projects in the same geographic area so long as Tenant's premiums do not increase by more than ten percent (10%) as a result of such increase.

BL
6-28-20

7.4 If Tenant fails to timely pay any premium when due, Landlord shall be authorized to do so, and may charge all costs and expenses thereof, including the premium, to Tenant, to be paid by Tenant as additional rent hereunder, which shall be payable upon demand.

7.5 At its own expense, Landlord shall maintain a policy or policies of general liability insurance against claims and damages in connection with the Premises. Such policy or policies shall include coverage with a single limit of \$500,000.00 for bodily injury and property damage combined and such statutory insurance as may be required in the state in which the Premises are located and Landlord shall provide Tenant with a certificate naming Landlord as an additional insured. Such insurance shall include a 30 day notice of cancellation in favor of Tenant and a waiver of subrogation in favor of Tenant. Landlord may provide the policy required in this Section 7.5 via an umbrella policy.

Purpose and Use

8.0 The Premises may be used for the operation of a quick-service passenger vehicle oil change facility and no other purpose.

8.1 Tenant shall have the absolute and unconditional right from time to time to construct buildings and improvements on the Premises and to alter, improve, expand, repair, destroy, rebuild and relocate any and all buildings, structures or other improvements, or any portion of any of same, that is or may from time to time be located on the Premises, provided that (i) all such work shall be performed and completed at Tenant's cost and expense; (ii) all of such work complies with all applicable statutes, ordinances and other governmental requirements; and (iii) the value of the Premises after the completion of such work shall be at least equal in value to the Premises immediately prior to the commencement of such work. In furtherance thereof, Landlord covenants and agrees that it shall, promptly, upon request by Tenant, execute, acknowledge, and deliver such permit applications and other documents as may be customarily required by any authority having jurisdiction over the Premises and/or any such work, provided that such execution is at no cost to Landlord and subjects Landlord to no liability.

8.2 Tenant shall have the right to install building and pylon/monument type signs on the Premises to the maximum extent permitted under the applicable governmental requirements.

8.3 Except as provided in Section 4.2 above, All improvements to the Premises made by Tenant ("Tenant's Improvements") shall at all times and under all circumstances during the Term of this Lease be considered the personal property of Tenant and shall not be considered as affixed to or part of the Premises, nor as property of Landlord. Landlord shall deliver to Tenant, at any time and from time to time hereafter, within 10 days after request by Tenant, a waiver of all right, title and interest in Tenant's Improvements and/or the equipment, signs and fixtures installed or to be installed by Tenant or its successors or assigns, or any tenants thereof, in or upon the Premises duly executed and acknowledged by Landlord and any mortgagee or other person holding an interest in the Premises derived from Landlord.

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Landlord's Warranties and Covenants

9.0 Landlord represents and warrants that Landlord has good, clear and marketable fee simple title to the Premises and has full right and lawful authority to enter into this Lease for the full Term, that Landlord has not entered into any encumbrance, easement or restriction under which Tenant's rights to possession and use of the Premises may be affected, disturbed, or terminated, and that there is presently no mortgage or deed of trust on the Premises. Landlord covenants that no mortgage, deed of trust, lien or other encumbrance, easement or restriction will be placed against the Premises prior to the recording of this Lease or a memorandum or notice of this Lease without the prior written consent of Tenant. Tenant, at its expense, may obtain prior to the commencement of the Initial Term a leasehold title insurance commitment insuring Tenant's leasehold estate, or a title search, at Tenant's option. The title so insured or certified shall conform to Landlord's representations herein.

9.1 Landlord represents and warrants that it has no actual knowledge of any use, storage, handling, generation, processing, treatment, transportation, release, discharge, migration or disposal of Hazardous Materials in, on at or under the Premises, which occurred prior to the Effective Date. Landlord shall indemnify, defend upon demand with counsel reasonably acceptable to Tenant, and hold Tenant and each of its affiliates, directors, officers, employees, agents and representatives harmless from and against any Losses which result from or arise out of or in connection with any violation of the above representation or warranty.

9.2 Landlord further warrants and covenants that as long as Tenant is not in default beyond any notice and cure period under this Lease, during the Term of this Lease and any extension of said Term, Tenant shall have quiet and peaceable enjoyment of the Premises and will not be disturbed by Landlord or any Landlord affiliate.

9.3 At no cost or liability to Landlord, Landlord agrees to execute such instruments as may be reasonably required from time to time during the Term of this Lease to allow Tenant to construct a Take 5 Oil Change on the Premises and to facilitate the financing thereof; provided, however, that Landlord will not be required to execute any instrument subordinating its fee interest in the Premises.

9.4 Landlord represents and warrants that it is a duly constituted and validly existing limited liability company and has the full power to carry out the transactions contemplated by this Lease.

9.5 Landlord represents and warrants that all other proceedings required to be taken on the part of Landlord to authorize Landlord to execute and deliver this Lease and to consummate the transaction contemplated have been duly and validly taken.

9.6 Landlord represents and warrants that, to Landlord's actual knowledge, there are no pending or threatened (in writing) lawsuits of any nature which in any way affect title to the Premises, affect in any way the organization or solvency of the Landlord, or in any way affect the validity and enforceability of this Lease, or in any way affect the rights of Tenant under the terms of this Lease.

Subordination and Non-Disturbance

10.0 Landlord warrants and covenants that Landlord shall obtain an executed and acknowledged Non-Disturbance Agreement from the holder of any mortgage or deed of trust placed on the Premises at any time prior to the recording of this Lease (or a memorandum or notice hereof).

10.1 Any future mortgage or deed of trust covering the Premises shall be subject and subordinate to the rights of Tenant under this Lease. Tenant shall, upon request, execute, acknowledge and deliver to Landlord a written agreement to subordinate this Lease to any such mortgage or deed of trust, provided however that the holder thereof shall first have executed, acknowledged and delivered to Tenant a Non-Disturbance Agreement. Landlord shall promptly give Tenant notice of the creation of any such mortgage or deed of trust and shall furnish Tenant with a copy thereof.

Tenant's Covenants

11.0 Tenant shall apply for its land disturbance permit promptly after the Effective Date and, thereafter, shall use reasonable diligence in connection with obtaining such land disturbance permit.

11.1 Tenant agrees to keep the Premises in as good order, repair and condition as the same were in at the commencement of the Term or may be put in thereafter, except for reasonable wear and use and for damage resulting from fire or casualty. Tenant hereby waives any duty to repair imposed on Landlord (including, without limitation, any duty imposed by O.C.G.A. § 44-7-13 or O.C.G.A. § 44-7-14). Without limiting the foregoing, Tenant shall be responsible for all repairs and maintenance to the Premises and any improvements on the Premises, including, but not limited to, HVAC, plumbing, electrical, sprinklers, inside walls, ceiling, lighting plate glass, flooring, fixtures, roof, structural components, exterior walls, load bearing items, plumbing, pipes, conduits, sidewalks, parking areas, and curbs.

11.2 Tenant agrees not to generate, store, handle or dispose of any Hazardous Substance in or upon the Premises during the Term of the Lease. In the event, however, that any substance used in Tenant's business shall, during the Lease Term, become designated as a Hazardous Substance, then Tenant shall, to the extent practicable, discontinue use of the substance on the Premises. If it is not practicable for Tenant to discontinue such use, then Tenant agrees that it shall only continue use of the Hazardous Substance on the Premises in a manner consistent with all standards and regulations for the safe use of such Hazardous Substance promulgated by governmental agencies having jurisdiction. Tenant shall indemnify defend upon demand with counsel reasonably acceptable to Landlord, and hold Landlord and each of its affiliates, directors, officers, employees, agents and representatives harmless from and against any Losses arising out of the breach of this Section 11.2 by Tenant.

11.3 Tenant shall not suffer, create or permit any mechanic's liens or other liens to be filed against the fee of the Premises, Tenant's leasehold interest in the Premises, the improvements on the Premises by reason of any work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any mechanic's or laborer's liens or materialman's lien shall be recorded in violation of this

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Section 11.3, Tenant shall cause such lien to be removed or will transfer the lien to a bond pursuant to applicable law within 30 days of the filing of same; provided, however, Tenant may, in good faith, contest the application, validity and amount of any lien so long as such contest does not expose the Premises in any part thereof to foreclosure or execution. Tenant shall indemnify, defend upon demand with counsel reasonably acceptable to Landlord, and hold Landlord and each of its affiliates, directors, officers, employees, agents and representatives harmless from and against any Losses occasioned by Tenant's breach of any of its obligations under this Section 11.3 or by any contest of any lien and shall, in the event a judgment of foreclosure of any mechanic's or materialman's lien is entered, cause the same to be discharged and removed prior to the execution of such judgment. Tenant's indemnity obligations under this Section 11.3 shall survive the expiration or earlier termination of this Lease

11.4 Tenant shall pay all charges for water, heat, gas electricity, cable, trash disposal, sewer, and any and all other utilities used on the Premises throughout the Term including, without limitation, any connection and servicing fees, permit fees, inspection fees, and fees to reserve utility capacity.

Tenant's Rights to Terminate

12.0 By providing written notice to Landlord delivered prior to the Initial Term, Tenant shall have the right to terminate this Lease in the event that:

- (a) Tenant has not received written approval from its finance committee with respect to the Premises and this Lease;
- (b) Tenant has not received a Non-Disturbance Agreement from Landlord's lender (if any);
- (c) Tenant is dissatisfied with any covenants, conditions, or restrictions on the Premises;
- (d) Tenant is dissatisfied with title to or the condition of the Premises;
- (e) Tenant has not received all permits, licenses, and approvals for the installation of Tenant's desired pylon and storefront signs and for the operation of a typical Take 5 Oil Change facility on the Premises with a drive-up window and patio area 7 days a week and 24 hours a day.

In the event of such timely termination, the parties shall have no obligations to each other except as may expressly survive the expiration or earlier termination of this Lease.

Tenant's Rights of Assignment and Sublease

13.0 Without Landlord's consent, but subject to Section 13.1 below, Tenant shall be permitted to assign this Lease or sublease the Premises to (i) a franchisee of Take 5 Oil Change, (ii) a franchisee of an affiliate of Take 5 Oil Change, or (ii) an entity related to Tenant. Any other



assignments or subleases shall require Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

13.1 Notwithstanding Section 13.0, no assignment shall relieve Tenant of its obligations under this Lease unless one of the following are satisfied: (i) the assignee operates at least 3 other Take 5 Oil Change locations or (ii) the assignee has a tangible net worth (excluding items such as goodwill and receivables from affiliates) that meets or exceeds \$3,000,000 at the time of the proposed assignment. Such \$3,000,000 figure shall increase annually in accordance with any increase in the CPI that is nearest in time to the annual anniversary of the Rent Commencement Date or one percent (1%) per year, whichever is less. "CPI" means the Consumer Price Index - Seasonally Adjusted U.S. City Average for All Items for All Wage Earners and Clerical Earners (1982-1984 = 100), published monthly in the Monthly Labor Review by the Bureau of Labor Statistics of the United States Department of Labor (the "CPI-W"). If the CPI-W is discontinued, CPI shall mean the Consumer Price Index - Seasonally Adjusted U.S. City Average for All Items for All Urban Consumers (1982 - 1984 = 100) (the "CPI-U"). If both the CPI-W and CPI-U are discontinued, comparable statistics on the purchasing power of the consumer dollar published by the Bureau of Labor Statistics or any other agency of the United States government shall be used. In the event of a permitted assignment pursuant to this Section 13, Guarantor shall be released from any and all obligations arising from the Lease.

Tenant's Right of First Refusal

14.0 If Landlord receives an offer to purchase the Premises (the "Offer") and Landlord desires to accept the Offer, (i) Landlord shall provide the Offer to Tenant and (ii) Tenant shall have 30 days after the receipt of the Offer to accept the Offer. Should Tenant accept the Offer within such 30 day period, Tenant shall purchase the Property on the terms set forth in the Offer. Should Tenant fail to accept the Offer within such 30 days or should Tenant accept the Offer and fail to purchase the Premises as required, Landlord shall be entitled to sell the Premises free from any restriction set forth in this Section 14.0 within 6 months of the date that Landlord provided the Offer to Tenant, provided that such a sale is for a price 90% or greater than the price described in the Offer. Upon the expiration of such 6 month period, Tenant's rights under this Section 14.0 shall be reinstated.

14.1 Section 14.0 shall not apply (i) to any transfer of the Premises to an affiliate or immediate family member of Landlord, (ii) at any time that Tenant is in material default of this Lease that remained uncured.

Estoppel

15.0 Either party shall execute, acknowledge and deliver to the other party, within 10 days after requested by the other party, a statement in writing certifying, if such is the case, that this Lease in unmodified and in full force and effect (or there have been modifications that the same is in full force and effect as modified); the Rent Commencement Date of this Lease; the dates for which the Fixed Rental and other charges have been paid; any alleged defaults and claims against the other party and providing such other information as shall be reasonably requested.



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Fire or Casualty

16.0 If Tenant's Improvements shall be destroyed or damaged by fire or other casualty, Tenant shall be entitled to any proceeds of insurance (subject to Section 16.1 below) and right of recovery against the insurer(s) on any policy(s) covering such damage or destruction and Tenant shall reconstruct a building and such other improvements on the Premises as Tenant may deem necessary or convenient in connection with its use and occupancy of the Premises pursuant to this Lease.

16.1 Notwithstanding anything to the contrary contained in Section 16.0, if Tenant's Improvements are substantially damaged or destroyed, and if such damage or destruction occurs within the last year of the Term, or within a year before the end of an Extended Term, Tenant at its option may terminate this Lease. In the event that this Lease is so terminated, all insurance proceeds attributable to Tenant's Improvements shall be paid to Tenant by Tenant's insurer. Notwithstanding the foregoing, if and to the extent such insurance claim is assignable by Tenant to Landlord, Tenant shall so assign the same to Landlord. If such claim is not assignable by Tenant to Landlord, Tenant shall, upon receipt of the proceeds related to such claim from its insurer, pay the same to Landlord in full. Tenant shall not otherwise have the right to terminate this Lease on account of a casualty.

Eminent Domain

17.0 If, as a result of a Taking (defined below) of (i) any portion of, or interest in, the Premises that renders the Premises unsuitable for Tenant's use as described in Section 8.0 above or (ii) such portion of, or interest in, the Premises that results in access to the Premises from Commerce Drive being taken and not immediately replaced with substantially similar access to Commerce Drive, then within 30 days following the date of such Taking, Tenant may terminate this Lease upon written notice to Landlord. A "Taking" means any governmental act whereby Landlord or Tenant is divested of ownership or any of the incidents thereof, or any transfer in lieu thereof, but not including a *de minimis* divestiture or transfer, meaning a divestiture or transfer that does not materially affect the overall feasibility of operation of the Premises as then used. If this Lease is not terminated, Tenant shall restore the Premises to as near their condition as existed prior to such Taking as is reasonably possible. Fixed Rent shall not be abated.

17.1 Landlord shall be entitled to receive the entirety of the award any award or compensation on account of a Taking, except Tenant shall receive any award for (i) damage to Tenant's business and personal property, (ii) relocation expenses, (iii) Tenant's pro rata portion of any permanent improvements located on the Premises, and (iv) the portion of the award or compensation necessary for Tenant to conduct such restoration required of Tenant in Section 17.0 above. "Tenant's pro rata portion of any permanent improvements" means a fraction, the numerator of which is the number of months from the Rent Commencement Date until the date of the Taking and the denominator of which is the number of months from the date of the Taking to the expiration of the Term (not taking into account any Extended Term unless Tenant exercised its option to extend prior to the Taking).

17.2 Except for termination rights provided herein, the parties waive such rights of lease termination as may be granted them in the event of condemnation by the laws of the state wherein the Premises is located.

Provisions of Default

18.0 If Tenant defaults in any rent payment required by this Lease and such default continues for 15 days after Tenant's receipt of written notice thereof, or if Tenant defaults in any of its other covenants herein contained and within a period of 30 days after Tenant's receipt of written notice specifying such default, Tenant has not cured any default or defaults so specified (provided that such 30 day period may be extended to 150 days if a cure cannot reasonably be cured within such 30 day period and Tenant commences such a cure within the initial 30 day period and diligently pursues a cure thereafter), Landlord may, at its option, exercise any one or more of the following remedies:

(a) terminate this Lease, in which case Tenant shall remove all personal property from the Premises and return the building to a plain vanilla shell in accordance with Section 4.2 above;

(b) terminate Tenant's possession of the Premises, in which case (i) Tenant shall remove all personal property from the Premises and return the building to a plain vanilla shell in accordance with Section 4.2 above and (ii) Tenant shall remain liable for all rent accruing thereafter as and when due hereunder, subject only to a credit for Landlord's subsequent receipt of rent (Landlord having no duty to mitigate its damages);

(c) on Tenant's behalf, pay any charges and/or take any action required of Tenant under this Lease, whereupon Tenant shall reimburse Landlord on demand for such charges and Landlord's reasonable and actual costs and expenses in taking the action required of Tenant, plus a 15% administrative fee;

(d) all other rights and remedies available under Georgia law.

18.1 If Landlord defaults in any of its covenants herein contained and within a period of thirty (30) days after written notice specifying such default to Landlord, Landlord has not cured any default(s) so specified, or if the same cannot reasonably be cured within said period, has not begun to cure such default and shall not thereafter with reasonable diligence and in good faith proceed to remedy or cure default(s), Tenant may, at its option, cure such default at Landlord's expense and/or avail itself of any other remedies available in equity and at law.

18.2 Without limiting Landlord's rights, Landlord may impose (i) a 5% late fee and (ii) 18% per annum interest on any amounts Tenant fails to pay when due.

Proprietary Interests

19.0 The use on the Premises by Tenant of any Take 5 Oil Change trademark, service mark or other proprietary mark or symbol shall not create in Landlord any rights to the use thereof. Landlord agrees that if, for any reason, this Lease is terminated and the building becomes the

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property of Landlord, Tenant may remove all features of the improvements upon the Premises which are distinctive of Tenant's business, trademarks and other proprietary marks or symbols.

Waivers

20.0 One or more waivers of any covenant, condition or agreement herein contained shall not be construed as a waiver of a further breach of the same covenant, condition or agreement or of any other covenant, condition or agreement, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to any subsequent similar act by Tenant. Except as expressly set forth in this Lease, neither party shall be liable to the other party, or to any insurance company (by way of subrogation or otherwise) insuring the other party, for any loss or damage to any building, structure or other tangible property, or losses under worker's compensation laws or benefits, even though such loss or damage might have been caused by the negligence of such party, its agents or employees. Each party does hereby waive trial by jury in any action, proceeding or counterclaim arising out of or connected in any way with this Lease or Tenant's occupation of the Premises.

Broker

21.0 The parties hereto represent that they have dealt with no broker(s) regarding this proposed transaction except Wilson Development Group LLC, who represents Tenant. Provided that Tenant has paid its first month of Fixed Rental and all contingencies have been satisfied or waived by Tenant, Landlord shall pay such broker a commission equal to 4% of the Fixed Rental for the Initial Term.

21.1 The parties shall indemnify, defend upon demand with counsel reasonably acceptable to the other, and hold the other and each of their affiliates, directors, officers, employees, agents and representatives harmless from and against any Losses which result from or arise out of or in connection with any violation of the above representation or warranty.

Notices

22.0 All notices hereunder shall be given by certified or registered mail, return receipt requested, or by a nationally recognized overnight mail courier, addressed as set forth in Section 1.0 above or to such other address as Landlord or Tenant may from time to time give to each other. The date of service for notices shall be the date such notices are received (as indicated by the return receipt or otherwise) or first refused, if that be the case.

Tenant Right of Access

23.0 Prior to the Initial Term, Landlord will permit Tenant, its agents, employees, and contractors, at reasonable times, to access the Premises to complete inspections, investigations, take measurements, soil and core samples, collect data, and other information relating to Tenant's Use. Tenant shall, at its sole cost and expense, repair any damage to the Premises resulting from any tests and/or inspections and shall indemnify, defend upon demand with counsel reasonably



acceptable to Landlord, and hold Landlord and its affiliates, directors, officers, employees, agents and representatives harmless from and against any Losses which result from or arise out of or in connection with Tenant's exercise of its rights under this Section 23.0.

Attorneys' Fees

24.0 If either party hereto brings or commences legal proceedings to enforce any of the terms of this Lease or to assert any rights thereunder, the successful party in such action shall be entitled to receive and shall receive from the other party hereto, its reasonable attorneys' fees and expenses actually incurred.

Force Majeure, Impossibility, Similar Defenses

25.0 Tenant hereby waives the defenses of force majeure, impossibility, frustration of purpose, commercial impracticability, and similar defenses. Without limiting the foregoing, Landlord and Tenant intend that Tenant shall have no defenses to the payment of Fixed Rental or its other monetary obligations hereunder. Specifically, and without limitation, Tenant acknowledges that Tenant's obligation to pay Fixed Rental and its other monetary obligations hereunder shall not be delayed, excused, or otherwise affected by any government imposed or recommended closure, whether related to COVID-19, other communicable diseases, or otherwise.

Non-Merger

26.0 During the Term of this Lease, the leasehold estate of Tenant shall not merge with the fee simple or other estate in the Premises but shall always remain separate and distinct, notwithstanding the union of all or any part of said estate either in the Landlord or Tenant, or in a third party by purchase or otherwise, unless and until all persons having an interest therein, including a leasehold mortgagee, shall join in a written instrument consenting to or effecting such merger.

Non-Waiver

27.0 The failure of the Landlord or Tenant to enforce any of the rights given to it under this Lease by reason of the violation of any of the covenants in this Lease to be performed by Tenant or Landlord shall not be construed as a waiver of the rights of the Landlord or Tenant to exercise any such rights as to any subsequent violations of such covenants, or as a waiver of any of the rights given to the Landlord or Tenant by reason of the violation of any of the other covenants of this Lease.

Holding Over

28.0 If Tenant shall hold over after the expiration or earlier termination of the Term, at Landlord's option, Tenant shall become a tenant from month to month upon the same terms as herein provided except that Fixed Rental shall be equal to 150% of the preceding Fixed Rental. Such month to month tenancy shall continue until the tenancy is terminated at the end of any month by the giving of at least 30 days written notice by either party hereto to the other.



Memorandum of Lease

29.0 Upon the request of the other party, either Landlord or Tenant will execute and deliver to the other a memorandum of lease, to be recorded in the public office in which records relating to the Premises are kept. The party requesting such memorandum of lease shall pay all recording costs.

Tenant Indemnity

30.0 Tenant hereby agrees to shall indemnify, defend upon demand with counsel reasonably acceptable to Landlord, and hold Landlord and each of its affiliates, directors, officers, employees, agents and representatives harmless from and against any Losses in connection with the loss of life, personal injury and damage to property arising from or out of (i) any occurrence in, upon, at or about the Premises and (ii) the occupancy, use, construction on or maintenance of the Premises by Tenant, its agents, employees, subtenants, guests and invitees, and any party acting by, through or under any of them. Nothing contained herein shall be construed to make Tenant liable for any injury or loss caused by the negligence or willful misconduct of Landlord or any agent or employee of Landlord. This Section 30.0 shall survive the expiration or earlier termination of this Lease.

Subdivision

31.0 Intentionally omitted.

Tenant and Guarantor Financials

32.0 Within 30 days from Landlord's request (no more than once annually), Tenant shall (and shall cause Guarantor) to provide (i) financial statements for Tenant and Guarantor for the most recent year-end then available and (ii) Tenant's and Guarantor's most recent federal tax return. The financial statements shall be audited if available. Landlord shall maintain the confidentiality of such financial statements and tax returns. Notwithstanding such confidentiality, Landlord shall be entitled to disclose such financial statements and tax returns on a need-to-know basis to its employees, agents, accountants, and/or current and prospective lenders, purchasers, or investors, provided that such parties execute an appropriate confidentiality and non-disclosure agreement. In addition, Landlord shall be entitled to disclose such financial statements and tax returns as required pursuant to applicable law or court order.

Miscellaneous

33.0 It is further agreed by the parties hereto that the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executor, administrators, successors and assigns. The captions in this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease. This



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Lease represents the final agreement between the two parties and any other representations other than what is contained in this Lease are not valid or binding.

33.1 Nothing contained in this Lease shall render Landlord in anyway a partner, joint venture or associate with Tenant in the operation of the Premises or subject Landlord to any obligation, loss, charge or expense in connection with or arising from the operation of the Premises. Notice is hereby given to all whom it may concern of the foregoing.

33.2 Neither party shall be in default hereunder nor liable to the other party if such party is unable to fulfill any of its obligations, or is delayed in doing so, due to events beyond its control. In any such case, the time for performance shall be extended by a period of time equal to the duration of such events. Events beyond a party's control include, without limitation, war, civil unrest, weather conditions, accidents, breakage, strike, labor troubles, acts of God, government regulations, moratorium or the governmental action or inaction, and the inability despite the exercise of reasonable diligence to obtain electricity water or fuel. If any delay or inability to perform can be avoided by the payment of money, such delay or inability shall not constitute and event beyond a party's control. In no event shall this Section 33.2 apply to any requirement to give notice of exercising a renewal option.

33.3 The terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, legal representatives, successors or assigns, and shall run with the land.

33.4 It is understood and agreed that the headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of this Lease, nor in any way affect this Lease.

33.5 This Lease contains the entire agreement between the parties and any agreement hereafter made shall be ineffective to change, modify or discharge it in whole or in part unless such agreement is in writing and signed by both parties.

33.6 This Lease may be executed simultaneously in several counterparts, each of which will be deemed an original, but all of which together will constitute one in the same instrument. Counterparts may be exchanged electronically, and such electronic versions shall constitute an original for all purposes.

33.7 In the event that any provision of this Lease shall be held invalid or unenforceable, such provision shall be severable from, and such invalidity or unenforceability shall not be construed to have any effect on, the remaining provisions of this Lease.

33.8 If any date set forth in this Lease is to occur on a holiday or other non-business day, or if any period of time set forth in this Lease expires on a holiday or non-business day, then such expiration date shall be extended to the next business day thereafter.

33.9 Words of any gender used in this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used



herein, the words "Landlord" and "Tenant" shall be deemed to include the heirs, personal representatives, legal representatives, successors, sublessees and assigns of said parties, unless the context excludes such construction.

33.10 If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons whose circumstances are other than those as to which it is held invalid or unenforceable, shall not be affected thereby.

33.11 Time is of the essence with respect to the obligations of Landlord and Tenant under this Lease.

33.12 Tenant's holding company has provided the guaranty of Tenant's obligations in this Lease pursuant to the Guaranty attached hereto as Exhibit C.

[signature page follows]


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8-28-20

IN WITNESS WHEREOF, the undersigned have executed this Ground Lease under seal as of the Effective Date.

LANDLORD

MMCC Fund, LLC,
a Georgia limited liability company

By: Jeff R. Matthews Manager (SEAL)
Name: JEFF R. MATTHEWS
Title: MANAGER

TENANT

Quick Lube Development, LLC,
a Georgia limited liability company

By: Sh Chunar (SEAL)
Name: Shehzaan Chunar
Title: CEO

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EXHIBIT A
Premises

All that tract or parcel of land lying and being in Land Lot 158, 6th District of Carroll County, State of Georgia and being more particularly described as follows.

Commencing from the intersection of the western right-of-way of Commerce Dr. (50' R/W) and the northern right-of-way of Meadow Lark Ext. (50' R/W); thence with a tie line N01°19'27"E a distance of 998.83' to a point located along the western right-of-way of Commerce Dr.; thence with said right-of-way N06°55'49"E a distance of 172.94' to a point; thence with a curve turning to the left with an arc length of 9.12' with a radius of 173.33' with a chord bearing of N06°59'26"E, with a chord length 9.12' to a point, said point being, THE TRUE POINT OF BEGINNING; thence leaving said right-of-way N83°05'10"W a distance of 245.06' to a point, Thence N06°54'50"E a distance of 48.93' to a point; thence N89°45'19"E a distance of 226.53' to a point along the western right-of-way of Commerce Dr.; thence with said right-of-way with a curve turning to the right with an arc length of 80.50' with a radius of 173.33', with a chord bearing of S07°49'21"E, with a chord length of 79.78' to a point, said point being THE TRUE POINT OF BEGINNING.

Said parcel having an area of 15,200.4 square feet/ 0.35 acres.

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EXHIBIT B
Fixed Rental

PERIOD	FIXED RENTAL
Years 1 - 5	\$55,000.00
Years 6 - 10	\$60,500.00
Option Years 11 - 15	\$66,550.00
Option Years 16 - 20	\$73,205.00
Option Years 21 - 25	\$80,525.50
Option Years 26 - 30	\$88,578.05
Option Years 31 - 35	\$97,435.86
Option Years 36 - 40	\$107,179.44


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8-28-20

EXHIBIT C
Guaranty

This Guaranty is effective as of August 28, 2020 by Shehzaan Chunara and Rahim Manani, Georgia residents (together referred to as "Guarantor"), in favor of MMCC Fund, LLC, a Georgia limited liability company ("Landlord").

WHEREAS, Landlord and Quick Lube Development, LLC, a Georgia limited liability company ("Tenant") have executed a Ground Lease to which this Guaranty is attached (the "Lease");

WHEREAS, Guarantor is materially benefited by the Lease, and Guarantor's execution of this Guaranty is a material inducement to Landlord to enter into the Lease;

WHEREAS, Landlord requires as a condition to its execution of the Lease that Guarantor guarantees the full performance of the obligations of Tenant under the Lease;

NOW THEREFORE, Guarantor agrees with Landlord as follows:

1. Guarantor acknowledges that the Tenant, for the purposes of this Guaranty, shall mean and include its successors and assigns.

2. Guarantor unconditionally and irrevocably guarantees that all rent and other amounts due and payable by Tenant shall be promptly paid in full when due in accordance with the Lease and that Tenant shall perform and observe its covenants thereunder. If any such sum or covenant is not timely paid, performed or observed, then Guarantor shall, promptly after notice thereof and prior to the expiration of any applicable grace period specified in the Lease, pay or perform the same regardless of: (a) any defense or right of offset or counterclaim which Tenant or Guarantor may have or assert against Landlord, (b) whether Landlord shall have taken any steps to enforce any rights against Tenant or any other person, (c) termination of the Lease as a result of default by Tenant thereunder, or (d) any other condition or contingency. Guarantor shall also pay all expenses of collecting such sum or any part thereof or of otherwise enforcing this Guaranty, including without limitation reasonable attorneys' fees actually incurred and court costs without regard to the applicability of O.C.G.A. §13-1-11 or any other fee limiting statute. This Guaranty is irrevocable, unconditional and absolute. This Guaranty shall remain in full force and effect from the execution date of the Lease throughout the Term, as defined in the Lease.

3. Guarantor's obligations and covenants under this Guaranty shall in no way be affected, impaired or discharged by reason of the happening from time to time of any of the following, whether or not Guarantor has been notified thereof or consented thereto: (a) Landlord's waiver of the performance of observance by Tenant, Guarantor or any other party, of any covenant or condition contained in the Lease or this Guaranty; (b) any extension, in whole or in part, of the time for payment by Tenant or Guarantor of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the renewal or extension of the Lease; (c) any assignment of the Lease or subletting of the Premises or any part thereof; (d) any modification, alteration or amendment (whether material or otherwise) of any of the obligations of Tenant or Guarantor under the Lease

or this Guaranty; (e) any extension, renewal, modification, alteration or amendment of the Lease; (f) any expansion or reduction in the size of the Premises; (g) the doing or the omission of any act referred to in the Lease or this Guaranty (including the giving of any consent referred to in the Lease or this Guaranty); (h) Landlord's failure or delay to exercise any right or remedy available to Landlord or any action on the part of Landlord granting indulgence or extension in any form whatsoever; (i) the voluntary or involuntary liquidation, dissolution, sale of any or all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting Tenant or Guarantor or any of Tenant's or Guarantor's assets; or (j) the release of Tenant or Guarantor from the performance or observation of any covenant or condition contained in the Lease or this Guaranty by operation of law.

4. If the Lease is rejected or disaffirmed by Tenant, or its trustee in bankruptcy pursuant to bankruptcy law or any other law affecting creditors rights, then Guarantor shall, and does hereby (without the necessity of any further agreement or act) assume all obligations and liabilities of Tenant under the Lease, and Guarantor shall, upon Landlord's request promptly confirm in writing such assumption.

5. Landlord may without notice, assign or transfer this Guaranty in whole or in part and no such assignment or transfer of the Lease or this Guaranty shall operate to extinguish or diminish the liability of Guarantor hereunder.

6. Guarantor expressly waives and agrees not to assert or take advantage of: (a) the defense of the statute of limitations in any action hereunder or in any action for collection of the obligations or liabilities under the Lease or this Guaranty; (b) any defense that may arise by reason of the failure of Landlord to file or enforce a claim against Tenant in bankruptcy or any other proceeding; (c) any defense based on the failure of Landlord to give notice of the creation, existence or incurring of any new obligations or on the action or non-action of any person or entity in connection with the obligations or liabilities under the Lease or this Guaranty; (d) any duty on the part of Landlord to disclose to Guarantor any facts it may know or hereafter acquire regarding Tenant; (e) any defense based on lack of diligence on the part of Landlord in the collection of any and all of the obligations or liabilities under the Lease or this Guaranty; and/or (f) demand for payment, presentment, notice of protest or dishonor, notice of acceptance of this Guaranty, and any and all other notices or demands to which Guarantor might otherwise be entitled by law. Guarantor hereby expressly waives the provisions of Official Code of Georgia Annotated § 10-7-24.

7. This Guaranty (a) shall be governed by the laws of the State of Georgia, (b) may not be modified or amended except by a written agreement duly executed by the parties, and (c) shall be binding upon, and inure the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns.

8. The liability of Guarantor hereunder shall be primary and joint and several with that of Tenant. Landlord may proceed against Guarantor under this Guaranty without initiating or exhausting any remedy against Tenant and may proceed against Tenant separately or concurrently. If more than one natural person and/or entity shall constitute Guarantor, then the liability of each such person and/or entity shall be joint and several.

9. Guarantor shall execute, acknowledge and deliver to Landlord, within 10 days after requested by Landlord, a statement in writing certifying, if such is the case, that this Guaranty in unmodified and in full force and effect (or there have been modifications that the same is in full force and effect as modified) and any alleged defaults and claims against Landlord and providing such other information as shall be reasonably requested.

10. Within 10 days of Landlord's request, Guarantor shall provide the financial statements and tax returns described in Section 32.0 of the Lease.

11. All claims which Guarantor may have against Tenant by reasons of the Guaranty, whether by way of subrogation to any positions of Landlord or for contribution or reimbursement, shall be subordinate to any outstanding claims which Landlord may have against Tenant. Guarantor hereby releases Landlord from any and all liability to Guarantor or Tenant for failing to recognize, observe or protect any legal or equitable rights Guarantor may have with respect to Tenant, the Premises or the Lease. No such failure on the part of Landlord shall release Guarantor of any of its liability under this Guaranty.

12. The invalidity or unenforceability in any particular circumstances of any provision of this Guaranty shall not extend beyond such provision or circumstances, and no other provision of this instrument shall be affected thereby. This provision shall control every other provision of this Guaranty.

13. This Guaranty is absolute and is not conditioned in any way upon the genuineness, validity or enforceability of the Lease.

14. Time is of the essence with respect to each obligation of Guarantor.

15. This Guaranty shall expire upon a permitted assignment of the Lease pursuant to Section 13.0 of the Lease. Furthermore, Notwithstanding any provision herein to the contrary, so long as: (i) Tenant has timely paid as and when due all Minimum Rent, additional rent and any other rents, fees or charges prescribed in the Lease, and has not been in uncured material default under any other terms, conditions or provisions of the Lease, for each month of the first full SIXTY (60) months of the Term of the Lease, Landlord agrees the Guarantor liability for any default arising from and after the first day of the SIXTIETH (60th) month of the Term, through the end of the Term including any renewals, shall be limited to no more than twenty four (24) months of Rent and reasonable attorney and costs incurred by Landlord in the enforcement of this Guaranty.

[signature page follows]

IN WITNESS WHEREOF, Guarantor has hereunder caused this Guaranty to be executed under seal and delivered to Landlord the day and year first above written.

GUARANTOR

By:  (SEAL)
Name: Shehzaan Chunara

Address for notice:

Shehzaan Chunara
2199 Glenmore Lane
Snellville, GA 30078

GUARANTOR

By:  (SEAL)
Name: Rahim Manani

Address for notice:

Rahim Manani
1613 Chadberry Walk
Lawrenceville, GA 30045

September 18, 2020

Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

RE: Variance requests
77 Commerce Drive

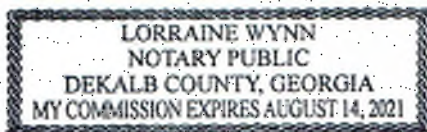
To whom it may concern:

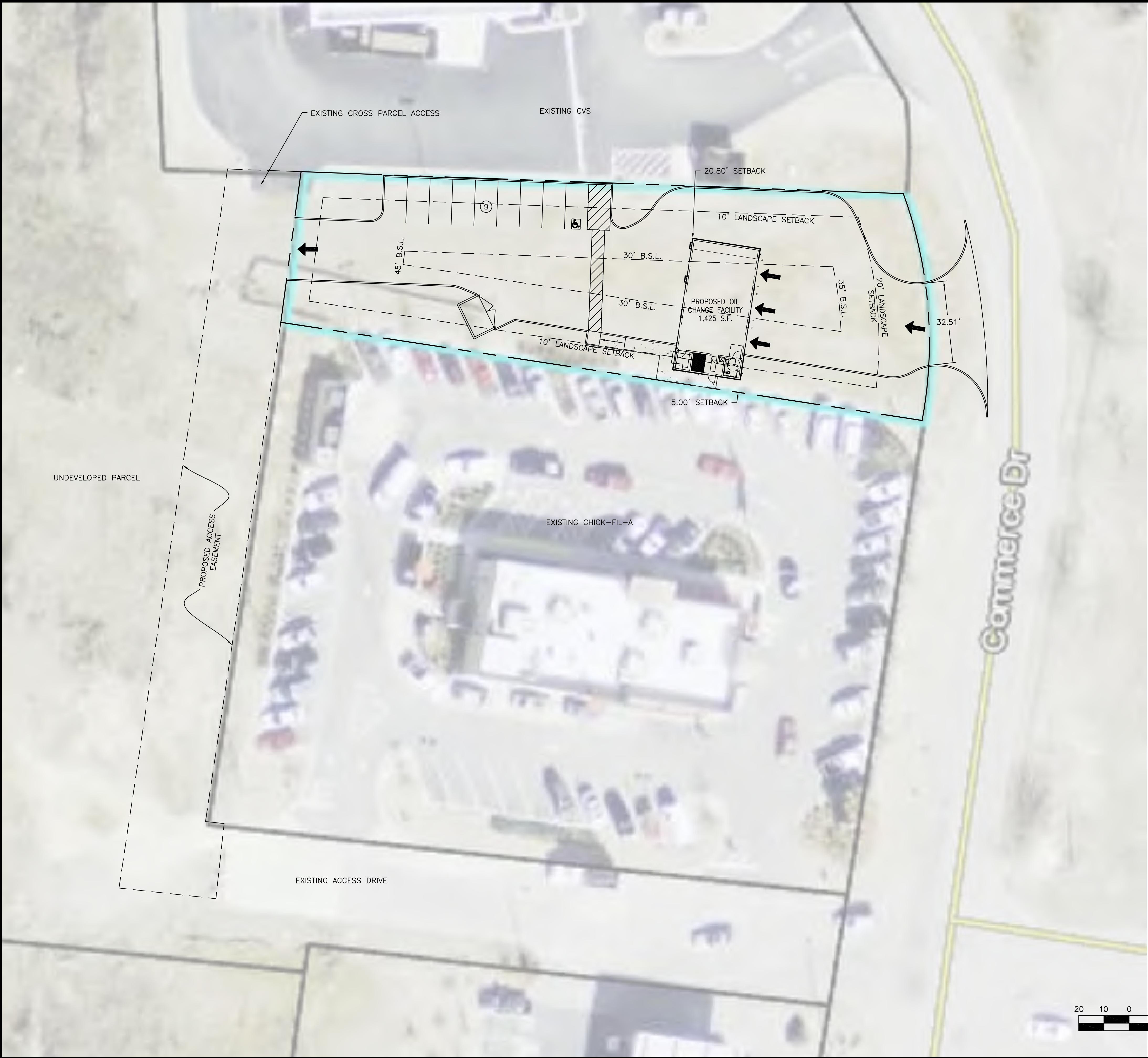
As the owner of above referenced property, please accept this letter as authorization for Teresa Curry/AXIS Infrastructure, LLC to apply for variance and items needed to obtain permits for the proposed Take 5 Oil Change Facility.

Sincerely,

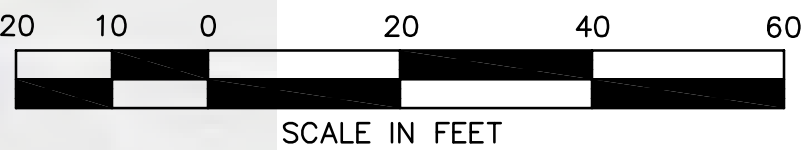


Rahim Manani
Quick Lube Development LLC
Take 5





SITE DATA		
STREET LOCATION: COMMERCE DRIVE, VILLA RICA, GA		
CURRENT SITE AREA: 0.43 AC. (18,850 S.F.)		
CURRENT ZONING: C-2		
BUILDING TYPE: PROTOTYPE (1,425 SQ.FT.)		
ZONING REQUIREMENTS	REQUIRED	PROPOSED
BUILDING SETBACKS		
FRONT	35'	±61'
LEFT SIDE	30'	±5'
RIGHT SIDE	30'	±21'
REAR	45'	±158'
LANDCAPE SETBACK		
FROM R.O.W.	20'	20'
LEFT SIDE	10'	0'
RIGHT SIDE	10'	0'
REAR	10'	>10'
PARKING REQUIREMENT		
3 SPACES/SERVICE BAY	9	9
IMPERVIOUS COVERAGE	MAX 80%	72%



DATE

REVISIONS		DESCRIPTION
NO.	DATE	
3		
2		
1		



AIS
INFRASTRUCTURE
1111 CAMBRIDGE SQUARE, SUITE C
ALPHARETTA, GEORGIA 30009
PHONE: (678) 395-4020

DRAWING TITLE:
CONCEPT PLAN

PROJECT NAME:
TAKE 5 OIL CHANGE

CLIENT:
COMMERCE DRIVE, VILLA RICA, GA

ADDRESS

PROJECT NO.: XX-XXXX	PROJ. MGR.: XXX
DATE: XX/XX/XXX	DRWN. BY: XXX
SCALE: AS NOTED	CHKD. BY: XXX
DRAWING SERIES: CONCEPT	
SHEET NO. CP-1.0	



September 30, 2020

Planning & Zoning
Office of Community Development
City of Villa Rica
571 West Bankhead
Villa Rica, GA 30180

RE: Variance requests
77 Commerce Drive
Proposed Take 5 Oil Change Facility

To whom it may concern:

The above referenced property contains 0.43 acres and is zoned C-2. Due to the shape and size of the parcel, any use would require variances. Our client is proposing a Take 5 Oil Change facility on this site. There are 5 variances required based on the following ordinance sections:

1. Section 4.04(1)e.1- *"The minimum yards (setbacks) for all structures shall be established in Chapter IV, Table 4.4 and Table 4.5 in the Villa Rica Zoning Ordinance subject to the following requirements: [exceptions listed]"*
2. Section 7.02(4)a.i.3- *"Location. Off-street parking spaces may be located in front of a structure, but not within the required landscape buffer or utility and drainage easements, unless approved by the Planning & Zoning Commission."*
3. Section 7.02(4)a.i.4- *"Setbacks. In no case shall a parking area be located closer than ten (10) feet from any right-of-way or adjacent property line. Parking areas shall be separated by a minimum of five (5) feet from the façade of a building or structure by an elevated sidewalk or planting strip."*
4. Section 7.02(4)c- *"In addition to the minimum requirements, a maximum of fifty (50) percent the required parking shall be located between the front façade and the primary street. The balance of the parking shall be on the rear or side of the primary building."*
5. Section 7.05(6)a- *"All parking lots, including parking spaces (excluding interior drives and loading/unloading areas), shall be separated from all public or private street rights-of-way by a landscape screen that is a minimum of twenty (20) feet in width. Parking areas adjacent to other developed parcels shall require a planting area that is a minimum ten (10) feet in width."*



The explanations for these variances are listed below:

- Building setback: The buildable area on this parcel is only 87' wide. There is not a use that would fit in this area. Our building size is small (1,425 SF) but will require the building setbacks be reduced from 30' to 5'. (To give you a reference of scale, the Chick Fil A next door is 4,950 SF and the CVS is 12,500 SF.)
- Landscape buffer requirements: In order to be able to circulate the site we will need to encroach into the landscape buffer. We can pay into a tree fund to mitigate the difference.
- 50% of parking in front of building: In order to place the building at the widest part of the lot we are forced to place all of the parking at the rear of the building. This use doesn't involve the customer getting out of the car and therefore the only parking we need is for the 3-4 employees.

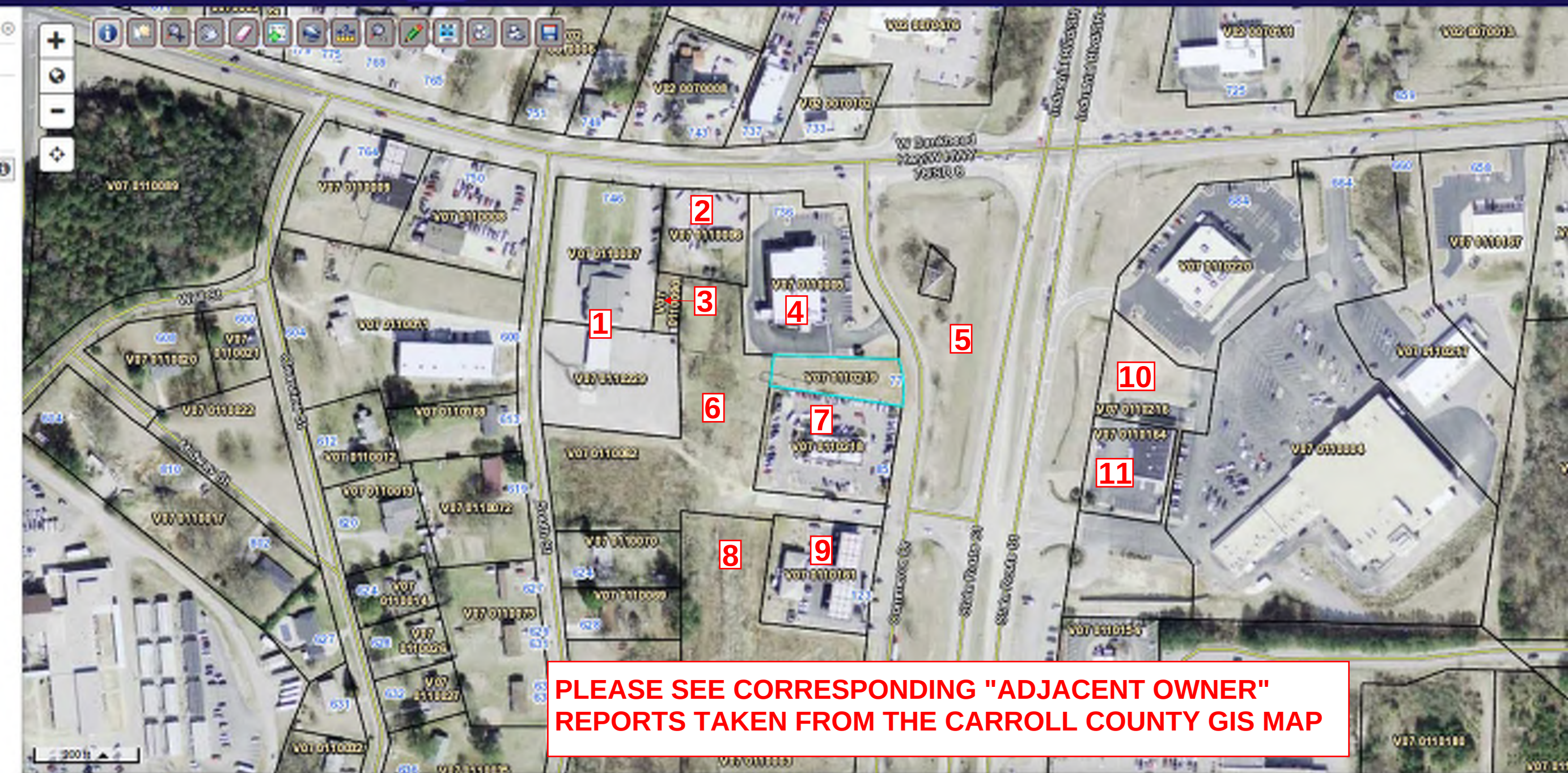
In summary, this is a difficult parcel to develop and the Code restricts it even further. We feel that our use is the best suited use for this parcel. Anyone who develops will face the same hardships, however our use utilizes a small building footprint and little required parking to adequately serve the use.

Please see the attached application, site plan and additional items required per the variance application.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Teresa Curry'.

Teresa Curry, P.E.
Partner



**PLEASE SEE CORRESPONDING "ADJACENT OWNER"
REPORTS TAKEN FROM THE CARROLL COUNTY GIS MAP**

Summary

Parcel Number	V07 0110007
Location Address	746 W BANKHEAD HWY
Legal Description	STATE PATROL STATION/1.23AC BANKHEAD HWY V28 (Note: Not to be used on legal documents)
Class	E1-Exempt (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	2.35
Homestead Exemption	No (S0)
Landlot/District	157 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	State
Parcel Road Access	Paved

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Owner

[CARROLL COUNTY BOARD OF COMMISSIONERS](#)
P.O. BOX 227
CARROLLTON, GA 30112

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Exempt	ACRE \$30000	Acres	87,120	0	0	1.35	0
Exempt	ACRE \$150000	Acres	43,560	0	0	1	0

Commercial Improvement Information

Description	xxOFFICE BUILDING
Value	\$385,326
Actual Year Built	1965
Effective Year Built	1965
Square Feet	21212
Wall Height	8
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/18/2017	5665 733		\$0	Exempt/Govt/Utility Sale	STATE DEPARTMENT OF PUBLIC SAFETY	CARROLL COUNTY BOARD OF COMMISSIONERS
3/21/1962	137 374		\$0	Exempt/Govt/Utility Sale	COMMISSIONER OF ROADS/REV OF CARROLL CO	STATE DEPARTMENT OF PUBLIC SAFETY

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$575,826	\$575,826	\$575,826	\$575,826	\$575,826
Land Value	\$190,500	\$190,500	\$190,500	\$190,500	\$190,500
+ Improvement Value	\$385,326	\$385,326	\$385,326	\$385,326	\$385,326
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$575,826	\$575,826	\$575,826	\$575,826	\$575,826

Photos



Sketches

Summary

Parcel Number	V07 0110006
Location Address	738 W BANKHEAD HWY
Legal Description	COMM BLDG/.60AC W HWY 78 VR29 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	0.6
Homestead Exemption	No (S0)
Landlot/District	158 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

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Owner

TACKETT C A & R C
970 HUFF RD NW
ATLANTA, GA 30318

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Route 8 Area 1	Acres	26,136	0	0	0.6	0

Commercial Improvement Information

Description	Office-Fair
Value	\$38,054
Actual Year Built	1958
Effective Year Built	1978
Square Feet	1296
Wall Height	8
Wall Frames	Wood
Exterior Wall	Wood
Roof Cover	Asphalt Shingles
Interior Walls	Sheetrock
Floor Construction	Wood Joists & Subfloor
Floor Finish	Carpet/Vinyl Tile
Ceiling Finish	Sheetrock
Lighting	Standard F.F.
Heating	Cent. Htg. & A.C.
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Utility Bldg/Shed	1990	12x12 / 0	0	\$432

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
2/19/1988	609 477	33 8	\$0	Not Fair Market		TACKETT C A & R C

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$128,486	\$122,369	\$126,685	\$111,671	\$111,671
Land Value	\$90,000	\$90,000	\$90,000	\$90,000	\$90,000
+ Improvement Value	\$38,054	\$38,054	\$31,937	\$36,685	\$21,671
+ Accessory Value	\$432	\$432	\$432	\$0	\$0
= Current Value	\$128,486	\$128,486	\$122,369	\$126,685	\$111,671

Photos



Sketches



Summary

Parcel Number	V07 0110090
Location Address	BANKHEAD HWY
Legal Description	V/.134 AC BANKHEAD HWY V29 (Note: Not to be used on legal documents)
Class	E1-Exempt (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	0.13
Homestead Exemption	No (S0)
Landlot/District	N/A / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	State
Parcel Road Access	Paved

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Owner

[CARROLL COUNTY](#)
P.O. BOX 338
CARROLLTON, GA 30112

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Exempt	LOT \$10000	Lot	0	0	0	0.13	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/1/1986	526 378		\$0	Not Fair Market	SMITH FAYE T	CARROLL COUNTY

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
Land Value	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000

No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Photos, Sketches.

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Summary

Parcel Number	V07 0110005
Location Address	736 W 78 HWY
Legal Description	CVS DRUGS/1.48AC/W HWY 78 VR29 V29 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	1.48
Homestead Exemption	No (S0)
Landlot/District	158 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

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Owner

JRM CVSVR LLC
P.O. BOX 324
VILLA RICA, GA 30180

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Route 8 Area 1	Acres	64,469	0	0	1.48	0

Commercial Improvement Information

Description	Drug Store-Avg
Value	\$1,309,955
Actual Year Built	2004
Effective Year Built	2004
Square Feet	11156
Wall Height	20
Wall Frames	Bearing Wall
Exterior Wall	Brick On Concrete Block
Roof Cover	Aluminum
Interior Walls	Sheetrock
Floor Construction	Reinforced Concrete
Floor Finish	Asphalt
Ceiling Finish	Celotex
Lighting	Recessed F.F.
Heating	Cent. Htg. & A.C.
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Asphalt	2004	0x0 / 34000	0	\$30,600
Paving: Concrete	2004	0x0 / 1700	0	\$2,040

Permits

Permit Date	Permit Number	Type
12/17/2003	3251	COMMERCIAL

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
1/5/2004	2570 011		\$0	Right o Way/Easement	JRM CVSVR LLC	JRM CVSVR LLC
9/24/2003	2546 324		\$0	Quitclaim	MATTHEWS JEFF R & BRENDA M	JRM CVSVR LLC
9/24/2003	2546 320		\$56,700	Family/Corp Sale	MATTHEWS JEFF R & BRENDA	JRM CVSVR LLC
9/24/2003	2465 018		\$0	Quitclaim	MATTHEWS JEFF R	JRM CVSVR LLC
3/29/1996	921 691		\$110,000	Fair Market Sale	SMITH GENEVA	MATTHEWS JEFF R
1/19/1971	237 254		\$0	Not Fair Market		SMITH GENEVA

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$1,528,595	\$1,232,510	\$1,049,851	\$1,119,299	\$1,119,299
Land Value	\$186,000	\$186,000	\$186,000	\$186,000	\$347,800
+ Improvement Value	\$1,309,955	\$1,309,955	\$1,010,606	\$826,231	\$771,499
+ Accessory Value	\$32,640	\$32,640	\$35,904	\$37,620	\$0
= Current Value	\$1,528,595	\$1,528,595	\$1,232,510	\$1,049,851	\$1,119,299

Photos



Sketches

Summary

Parcel Number	V07 0110170
Location Address	W 78 HWY
Legal Description	BILLBOARD/11AC HWY 78/HWY 61 V29 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	0.11
Homestead Exemption	No (S0)
Landlot/District	158 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

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Owner

[SNOWBALL LLC](#)
PO BOX 324
VILLA RICA, GA 30180

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Billboard	Lot	4,792	0	0	0.11	1

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/30/2008	4475 258	65 113	\$0	Family/Corp Sale	MATTHEWS JEFF	SNOWBALL LLC
10/8/1998	1083 296	65 143	\$0	Gift/Love& Affection	MATTHEWS BRENDA	MATTHEWS JEFF

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$5,000	\$5,000	\$5,000	\$10,000	\$10,000
Land Value	\$5,000	\$5,000	\$5,000	\$5,000	\$10,000
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$5,000	\$5,000	\$5,000	\$5,000	\$10,000

Photos



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Sketches.

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Summary

Parcel Number	V07 0110062
Location Address	COMMERCE DR
Legal Description	V/2.64AC/COMMERCE DR VR29 V29 (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	2.64
Homestead Exemption	No (S0)
Landlot/District	158 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

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Owner

[MATTHEWS BRENDA M](#)
P O BOX 324
VILLA RICA, GA 30180

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Route 8 Area 1	Acres	82,328	0	0	2.64	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
1/5/2004	2570 011		\$0	Right o Way/Easement	MATTHEWS BRENDA M	MATTHEWS BRENDA M
10/3/2003		82 220	\$0	Plat Book	MATTHEWS BRENDA	MATTHEWS BRENDA M
7/20/1991	716 232		\$0	Not Fair Market		MATTHEWS BRENDA

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$68,250	\$68,250	\$68,250	\$66,000	\$66,000
Land Value	\$68,250	\$68,250	\$68,250	\$68,250	\$66,000
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$68,250	\$68,250	\$68,250	\$68,250	\$66,000

Photos



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Sketches.

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Developed by


[Version 2.3.85](#)

Summary

Parcel Number	V07 0110218
Location Address	85 COMMERCE DR
Legal Description	CHIC-FIL-A//TR-1 (1.05AC) COMMERCE DR VR29 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	1.05
Homestead Exemption	No (S0)
Landlot/District	158 / 6
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

[View Map](#)

Owner

[BRENDA VRCFA LLC](#)
C/O CHICK-FIL-A
5200 BUFFINGTON RD
ATLANTA, GA 30349

Tax Commissioner Link

[Click here for tax information.](#)

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Commerce Dr	Acres	45,738	0	0	1.05	0

Commercial Improvement Information

Description	Restaurant Fast Food-Avg
Value	\$448,821
Actual Year Built	2007
Effective Year Built	2010
Square Feet	3965
Wall Height	14
Wall Frames	50%
	50%
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Asphalt	2007	0x0 / 22000	0	\$21,780
Paving: Concrete	2007	0x0 / 3500	0	\$4,620
Utility Bldg/Shed	2007	8x10 / 0	0	\$528

Permits

Permit Date	Permit Number	Type
04/08/2019	19BLD00071	RENOVATIONS

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
9/15/2006	3726 040		\$0	Quitclaim	MATTHEWS BRENDA M	BRENDA VRCFA LLC

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$880,749	\$894,657	\$952,920	\$976,020	\$976,020
Land Value	\$405,000	\$405,000	\$405,000	\$405,000	\$420,000
+ Improvement Value	\$448,821	\$448,821	\$459,873	\$516,165	\$556,020
+ Accessory Value	\$26,928	\$26,928	\$29,784	\$31,755	\$0
= Current Value	\$880,749	\$880,749	\$894,657	\$952,920	\$976,020

Photos



Sketches



Summary

Parcel Number	V07 0110003
Location Address	135 COMMERCE DR
Legal Description	COMM BLDG/5.76AC COMM HWY 61 VR29 (Note: Not to be used on legal documents)
Class	C4-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	5.76
Homestead Exemption	No (S0)
Landlot/District	158 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Fair
Road Class	City
Parcel Road Access	Paved

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Owner

[MMCC FUND LLC](#)
215 W BANKHEAD HWY
VILLA RICA, GA 30180

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Commerce Dr	Acres	98,010	0	0	5.76	0

Commercial Improvement Information

Description	Restaurant Fast Food-Avg
Value	\$325,854
Actual Year Built	2016
Effective Year Built	
Square Feet	2258
Wall Height	14
Wall Frames	
Exterior Wall	
Roof Cover	
Interior Walls	
Floor Construction	
Floor Finish	
Ceiling Finish	
Lighting	
Heating	
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Asphalt	2016	0x0 / 14000	0	\$19,320
Paving: Concrete	2016	0x0 / 1000	0	\$1,840

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/15/2019		106 185	\$0	Plat Book	MMCC FUND LLC	MMCC FUND LLC
8/25/2016	5489 256		\$0	Family/Corp Sale	MATTHEWS BRENDA M	MMCC FUND LLC
1/5/2004	2570 011		\$0	Right o Way/Easement	MATTHEWS BRENDA M	MATTHEWS BRENDA M
10/3/2003		82 220	\$0	Plat Book	MATTHEWS BRENDA	MATTHEWS BRENDA M
7/19/1991	716 232	25 28	\$0	Not Fair Market		MATTHEWS BRENDA

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$750,303	\$750,303	\$750,303	\$267,750	\$267,750
Land Value	\$438,000	\$438,000	\$438,000	\$438,000	\$267,750
+ Improvement Value	\$325,854	\$288,783	\$288,783	\$288,783	\$0
+ Accessory Value	\$21,160	\$23,520	\$23,520	\$23,520	\$0
= Current Value	\$785,014	\$750,303	\$750,303	\$750,303	\$267,750

Photos



Sketches

Summary

Parcel Number	V07 0110161
Location Address	123 COMMERCE DR
Legal Description	RACETRAC/.92AC HWY 61 VR29 V29 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	0.92
Homestead Exemption	No (S0)
Landlot/District	158 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

[View Map](#)

Owner

AGREE RT VILLA RICA GA LLC
%SILVER OAKS ADVISORS
P O BOX 2437
SMYRNA, GA 30081-2437

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Commerce Dr	Acres	40,075	0	0	0.92	0

Commercial Improvement Information

Description	Convenience Stores-Good
Value	\$580,383
Actual Year Built	1995
Effective Year Built	2009
Square Feet	3740
Wall Height	14
Wall Frames	Bearing Wall
Exterior Wall	Concrete Block
Roof Cover	Aluminum
Interior Walls	Painted Masonry
Floor Construction	Reinforced Concrete
Floor Finish	Vinyl Tile
Ceiling Finish	No Ceiling
Lighting	Standard F.F.
Heating	Cent. Htg. & A.C.
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Comm: Canopy - Gas	2014	0x0 / 8000	0	\$172,000
Paving: Concrete	1995	0x0 / 24000	0	\$33,600

Permits

Permit Date	Permit Number	Type
07/07/2006	4929	RENOVATIONS

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
6/5/2017	5552 105		\$4,777,938	Personal Prop Incl.	RT VILLA RICA GA LANDLORD LLC	AGREE RT VILLA RICA GA LLC
2/19/2014	5314 154		\$3,600,000	Personal Prop Incl.	GINGERCREST INC	RT VILLA RICA GA LANDLORD LLC
4/11/1995	868 562		\$500,000	Land Market Sale		GINGERCREST INC

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$850,000	\$850,000	\$850,000	\$765,387	\$765,387
Land Value	\$368,000	\$332,682	\$300,670	\$353,566	\$368,000
+ Improvement Value	\$580,383	\$331,451	\$366,639	\$496,434	\$397,387
+ Accessory Value	\$205,600	\$185,867	\$182,691	\$0	\$0
= Current Value	\$1,153,983	\$850,000	\$850,000	\$850,000	\$765,387

Photos



Sketches



Summary

Parcel Number	V07 0110216
Location Address	W BANKHEAD HWY
Legal Description	V/1.63AC HWY 61/HWY 78 V29 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	1.63
Homestead Exemption	No (S0)
Landlot/District	158 / 06
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

[View Map](#)

Owner

TWO BLOCKS HOLDINGS LLC
3150 GOLF RIDGE BLVD STE 101
DOUGLASVILLE, GA 30135

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Park Ridge Dr Area	Acres	71,003	0	0	1.63	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/26/2018	5680 367		\$100,000	Land Market Sale	DEPOT RETAIL LLC	TWO BLOCKS HOLDINGS LLC
9/7/2007	4144 024		\$0	Quitclaim	VILLA RICA RETAIL PROPERTIES LC	DEPOT RETAIL LLC
4/3/2006	3517 210	89/55 -56	\$0	Gift/Love& Affection	VILLA RICA RETAIL PROPERTIES LLC	DEPOT RETAIL LLC

Valuation

	2020	2019	2018	2017	2016
Previous Value	\$100,000	\$196,775	\$196,775	\$110,840	\$110,840
Land Value	\$104,175	\$100,000	\$196,775	\$196,775	\$110,840
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$104,175	\$100,000	\$196,775	\$196,775	\$110,840

Photos



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Accessory Information, Prebill Mobile Homes, Permits, Sketches.

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[Version 2.3.85](#)

Summary

Parcel Number	V07 0110164
Location Address	664 W BANKHEAD HWY
Legal Description	COMM BLDG/.63AC W BANKHEAD HWY VR29 (Note: Not to be used on legal documents)
Class	C3-Commercial (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District	VILLA RICA (District 03)
Millage Rate	32.315
Acres	0.63
Homestead Exemption	No (S0)
Landlot/District	158 / 6
Water	Public
Sewer	Public Sewer
Electric	Electricity
Gas	Pipe Gas
Topography	Level
Drainage	Good
Road Class	City
Parcel Road Access	Paved

[View Map](#)

Owner

[V R B B V LLC](#)
P.O. BOX 324
VILLA RICA, GA 30180

Tax Commissioner Link

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Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Comm-Park Ridge Dr Area	Acres	27,443	0	0	0.63	0

Commercial Improvement Information

Description	Shopping Ctr/Nbhd-Avg
Value	\$151,300
Actual Year Built	1997
Effective Year Built	1997
Square Feet	7194
Wall Height	14
Wall Frames	Bearing Wall
Exterior Wall	Concrete Block
Roof Cover	Tar & Gravel
Interior Walls	Sheetrock
Floor Construction	Reinforced Concrete
Floor Finish	Vinyl Tile
Ceiling Finish	
Lighting	Recessed F.F.
Heating	Cent. Htg. & A.C.
Number of Buildings	1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
Paving: Asphalt	1997	0x0 / 15000	0	\$11,250

Permits

Permit Date	Permit Number	Type
10/07/2019	19VR000240	COMMERCIAL
08/03/2011	2011-5752	INTERIOR BUILD-OUT
06/09/2011	2011-5749	INTERIOR BUILD-OUT

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
8/8/1996	936 188	57 89	\$5,000	Family/Corp Sale		V R B B V LLC

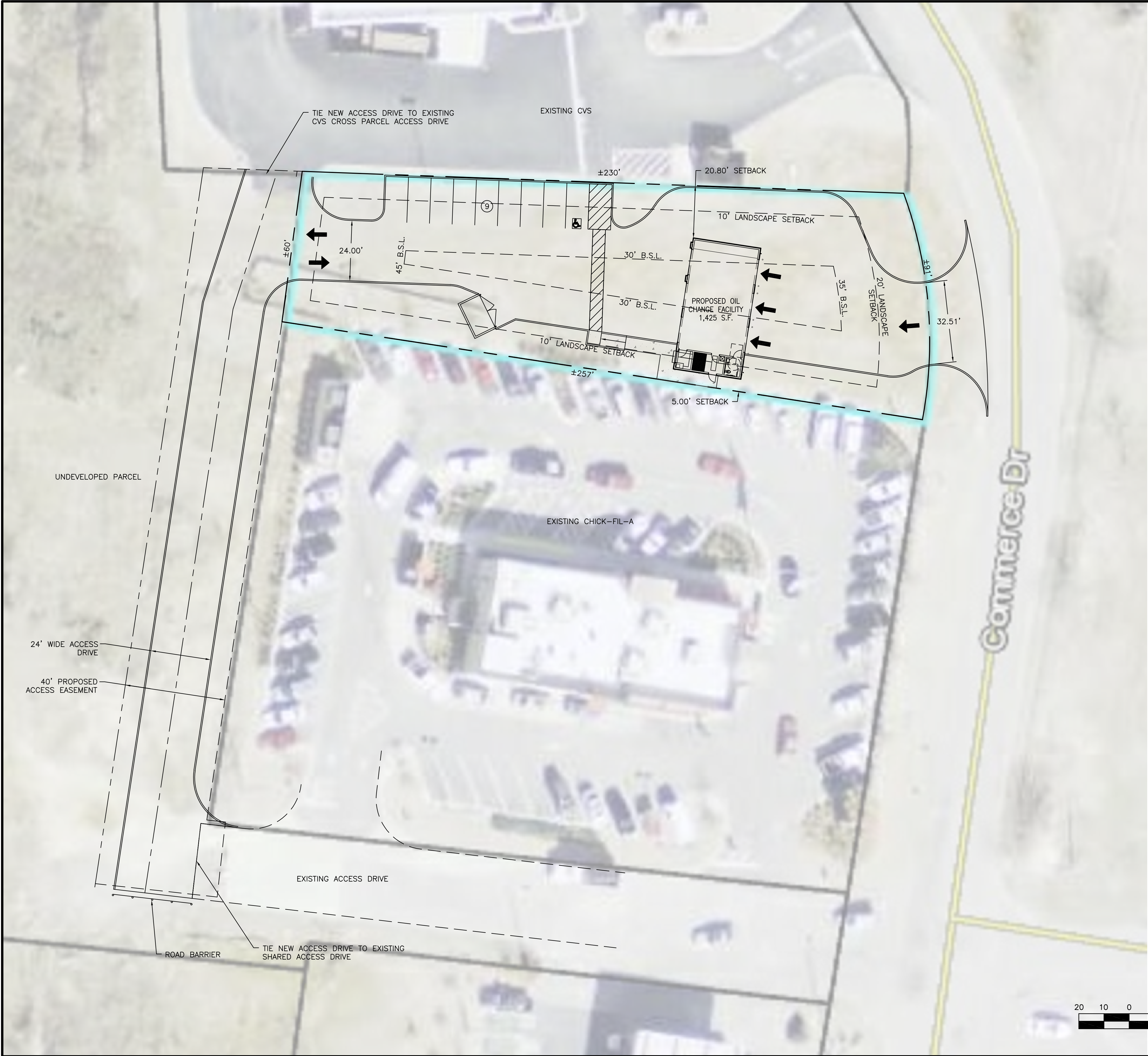
Valuation

	2020	2019	2018	2017	2016
Previous Value	\$415,000	\$415,000	\$415,000	\$376,667	\$376,667
Land Value	\$252,000	\$252,000	\$252,000	\$252,000	\$204,750
+ Improvement Value	\$151,300	\$151,300	\$151,300	\$148,960	\$171,917
+ Accessory Value	\$11,250	\$11,700	\$11,700	\$14,040	\$0
= Current Value	\$414,550	\$415,000	\$415,000	\$415,000	\$376,667

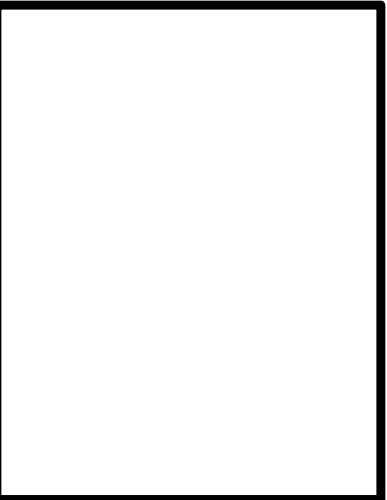
Photos



Sketches



SITE DATA		
STREET LOCATION: COMMERCE DRIVE, VILLA RICA, GA		
CURRENT SITE AREA: 0.43 AC. (18,850 S.F.)		
CURRENT ZONING: C-2		
BUILDING TYPE: PROTOTYPE (1,425 SQ.FT.)		
ZONING REQUIREMENTS	REQUIRED	PROPOSED
BUILDING SETBACKS		
FRONT	35'	±61'
LEFT SIDE	30'	±5'
RIGHT SIDE	30'	±21'
REAR	45'	±158'
LANDCAPE SETBACK		
FROM R.O.W.	20'	20'
LEFT SIDE	10'	0'
RIGHT SIDE	10'	0'
REAR	10'	>10'
PARKING REQUIREMENT		
3 SPACES/SERVICE BAY	9	9
IMPERVIOUS COVERAGE	MAX 80%	72%



REVISIONS		
NO.	DATE	DESCRIPTION
3		
2		
1		



CONCEPT PLAN		
PROJECT NAME:	TAKE 5 OIL CHANGE	
CLIENT:	COMMERCE DRIVE, VILLA RICA, GA	
ADDRESS:		

PROJECT NO.:	XX-XXXX	PROJ. MGR.:	XXX
DATE:	XX/XX/XXX	DRWN. BY:	XXX
SCALE:	AS NOTED	CHKD. BY:	XXX
DRAWING SERIES:			
CONCEPT			
SHEET NO.			
CP-1.0			



Friday, October 30, 2020

Mr. Bobby Elliot, P.E.
City Engineer
City of Villa Rica
571 W. Bankhead Hwy.
Villa Rica, GA 30180

Re: Variances for 77 Commerce Drive, Parcel V07 0110219

Dear Mr. Elliott,

This correspondence is a follow up to our meeting of October 27, 2020 regarding the above referenced parcel. As I indicated, we would be willing to construct a roadway connecting the stubbed out driveway (constructed when CVS was built in 2003) at the southwest corner of the CVS parking lot to the roadway (built along with the RaceTrac in 1995) which runs in a westerly direction between RaceTrac and the Chick-Fil-A. We would build this new section of roadway in the same manner we constructed Commerce Drive in 1987, which appears to be in good condition even after 33 years. The construction would consist of L backed curb and gutter on each side with 8" of graded aggregate base (GAB), 2" of binder, and 1 ½" of F mix asphalt topping.

As we discussed, this parcel and roadway construction is part of a larger plan for this area West of Highway 61 and should help with inter-parcel access and alleviate some of the current traffic stacking issues. We would propose to construct this new roadway section concurrently with construction of the Take 5 facility and feel this will enhance this area of Villa Rica.

If you should have any questions, please let me know.

Sincerely,

Jeff R. Matthews, President
Sunwest Properties, Inc.



CITY OF VILLA RICA

City Council Packet

SUBJECT: ZM-01-20 – 201 Cleghorn Street and Anderson Road

CITY COUNCIL AGENDA DATE: November 10th, 2020

DATE: October 7th, 2020

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Zoning Map Amendment to correct four lot designations on the Zoning Map from MF1 to MF2, which resulted from an error on the adopted Official Zoning Map on August 11, 2020. Three properties are city owned (Parcels: V05 0130013, V05 0180028 and V05 0180029), and one parcel is privately owned (Parcel V05 0130014). All properties are located within Ward 1.

BACKGROUND: The Villa Rica City Council approved a new zoning ordinance on August 11, 2020 and a corresponding zoning map update that reconfigured, retired, replaced and added new zoning districts. The subject lots were zoned MF1 in place of MF2 inadvertently. Both districts are multi-family districts and the change is consistent with the Comprehensive Plan. The MF2 Zone was not applied to any parcel citywide upon adoption of the zoning ordinance, which was an error, as the four subject properties were to comprise of the MF2 zone.

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION: Approved unanimous (5-0)

IMPACT: N/A

MOTIONS:

- (1) I make a motion to approve the rezoning of the aforementioned parcels from Multi-Family Low-Density (MF1) to Multi-Family Medium-Density (MF2).
- (2) I make a motion to approve and adopt the new Official Zoning Map for the City of Villa Rica, inclusive of all changes outlined by staff.



Prepared By: Ronald Johnson, Planning & Zoning Specialist

Public Hearing Date

Planning Commission: October 6, 2020

City Council: November 10th, 2020

Request: Adoption of Zoning Map

Staff Comments:

The Zoning Map was last adopted by the Mayor and City Council on August 11, 2020. To carry out the purpose and intent of this Code, the incorporated area of Villa Rica is hereby divided into the following zoning districts, the purposes of which are established in **Section 4.01**.

The boundaries of the zoning districts are indicated upon the Official Zoning Map of Villa Rica, which is made a part of this Code by reference. The Official Zoning Map and all the notations, references and other matters shown on the Map shall be as much a part of this Code as if the notations, references and other matters set forth by said map were all fully described in the Code.

Staff recommends rezoning of parcel numbers: V05 0180029, V05 0180028, V05 0130014, V05 0130013 from Multifamily Low-Density (MF1) to Multifamily Medium-Density (MF2). All four parcels are zoned Multifamily Low-Density (MF1). V05 0180029, V05 0180028 and V05 0130013 are city-owned lots.

Upon adoption of the zoning map, an error was noticed, to which the MF1 zone was inadvertently assigned to the aforementioned properties, whereas the intent and purposes of the rezoning was to assign the MF2 zone for the lots. These are the only parcels in the city limits that will have MF2 zoning upon adoption. The changes correspond with the surrounding area, current land use and Comprehensive Plan designations in this area.

The Official Zoning Map shall be on file in the office of the Community Development Director and shall bear the signature of the Mayor attested by the City Clerk, under the certification that this is the Official Zoning Map of the Unified Development Code.

The City Council may, from time to time, adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map, in the event that the Official Zoning Map becomes damaged, destroyed, or for purposes of clarity due to a number of boundary changes, or to correct drafting errors or omissions.

If, in accordance with the provisions of this Code, changes are made in the district boundaries or other matters portrayed on the Official Zoning Map, the ordinance number and the date of each change shall be recorded by the Director of Community Development on the Official Zoning Map.

Recommendation:

Staff recommends the adoption of the Zoning Map and respective rezoning of Parcel #'s V05 0180029, V05 0180028, V05 0130014, V05 0130013 from Multifamily Low-Density (MF1) to Multifamily Medium-Density (MF2).

Public Notifications:

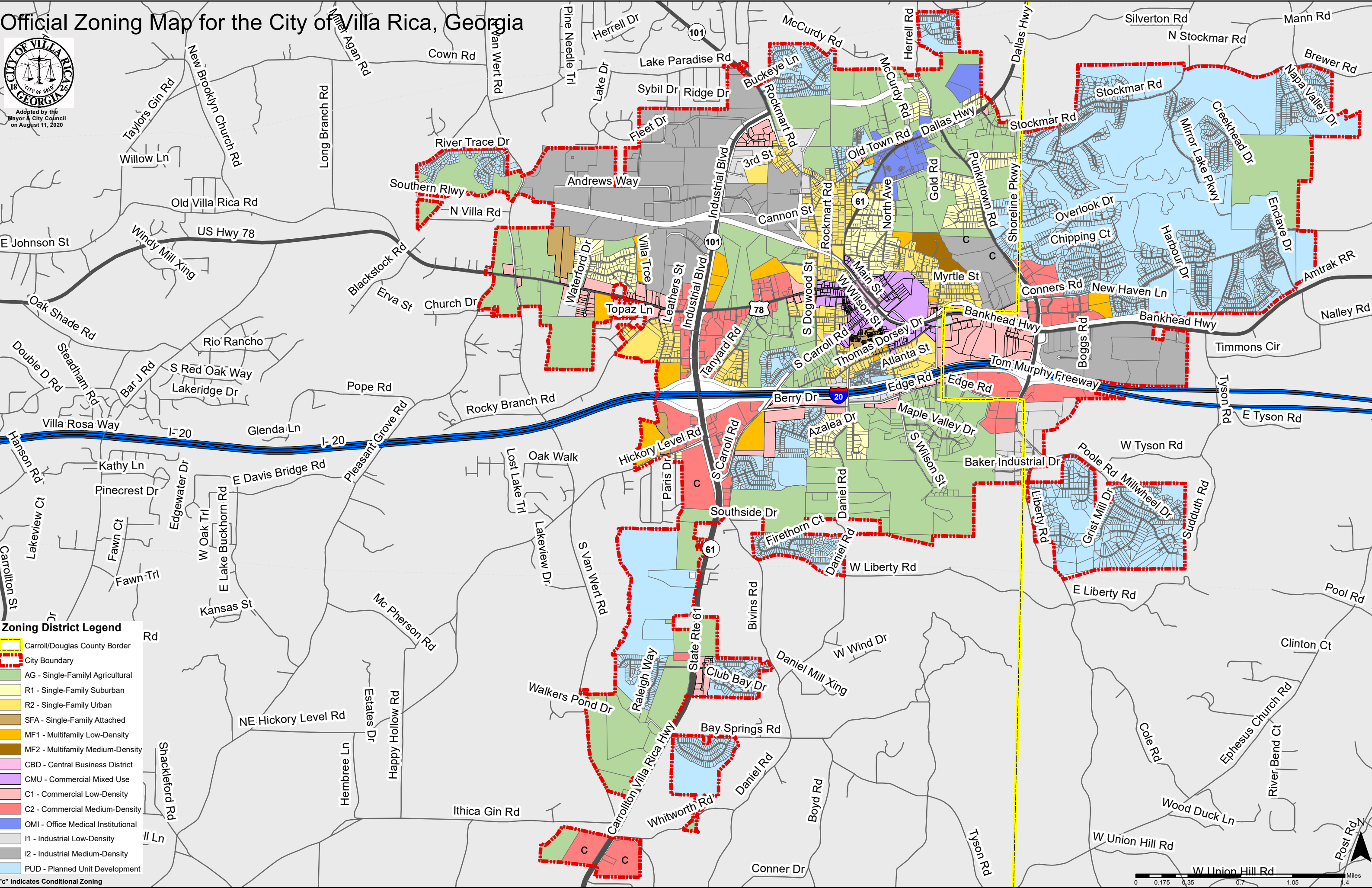
As required by *Article 2, Section 2.01* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* on **September 11, 2020**.

Ronald Johnson
Planning & Zoning Specialist

Attachments:

1. Zoning Map
2. Zoomed in Zoning Map of Rezoned Areas
3. Parcel Map of Anderson Road/Cleghorn Street
4. Bulk Regulation Conformity Chart

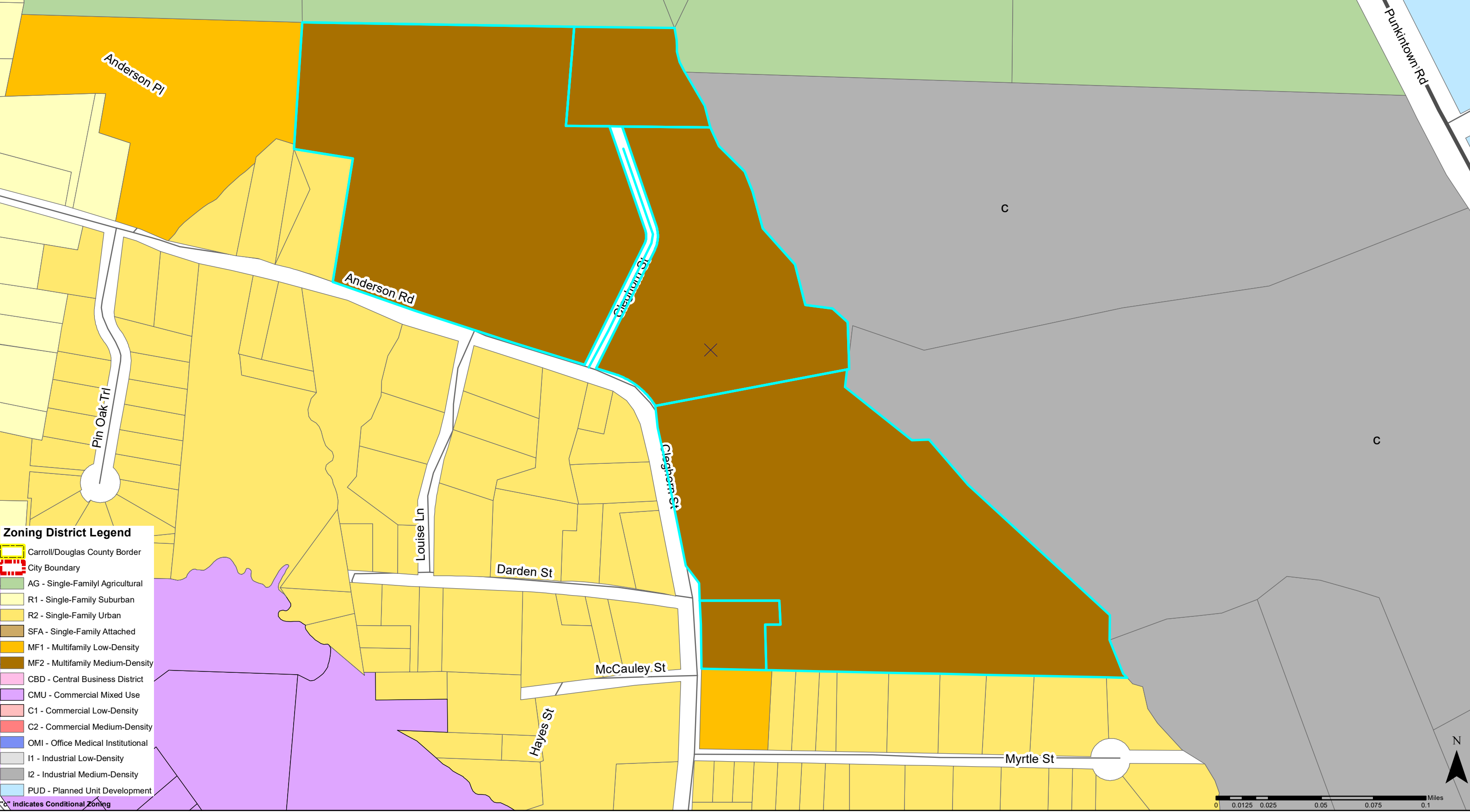
Official Zoning Map for the City of Villa Rica, Georgia



Official Zoning Map for the City of Villa Rica, Georgia



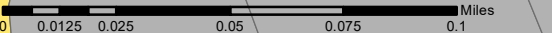
Adopted by the Mayor & City Council on August 11, 2020

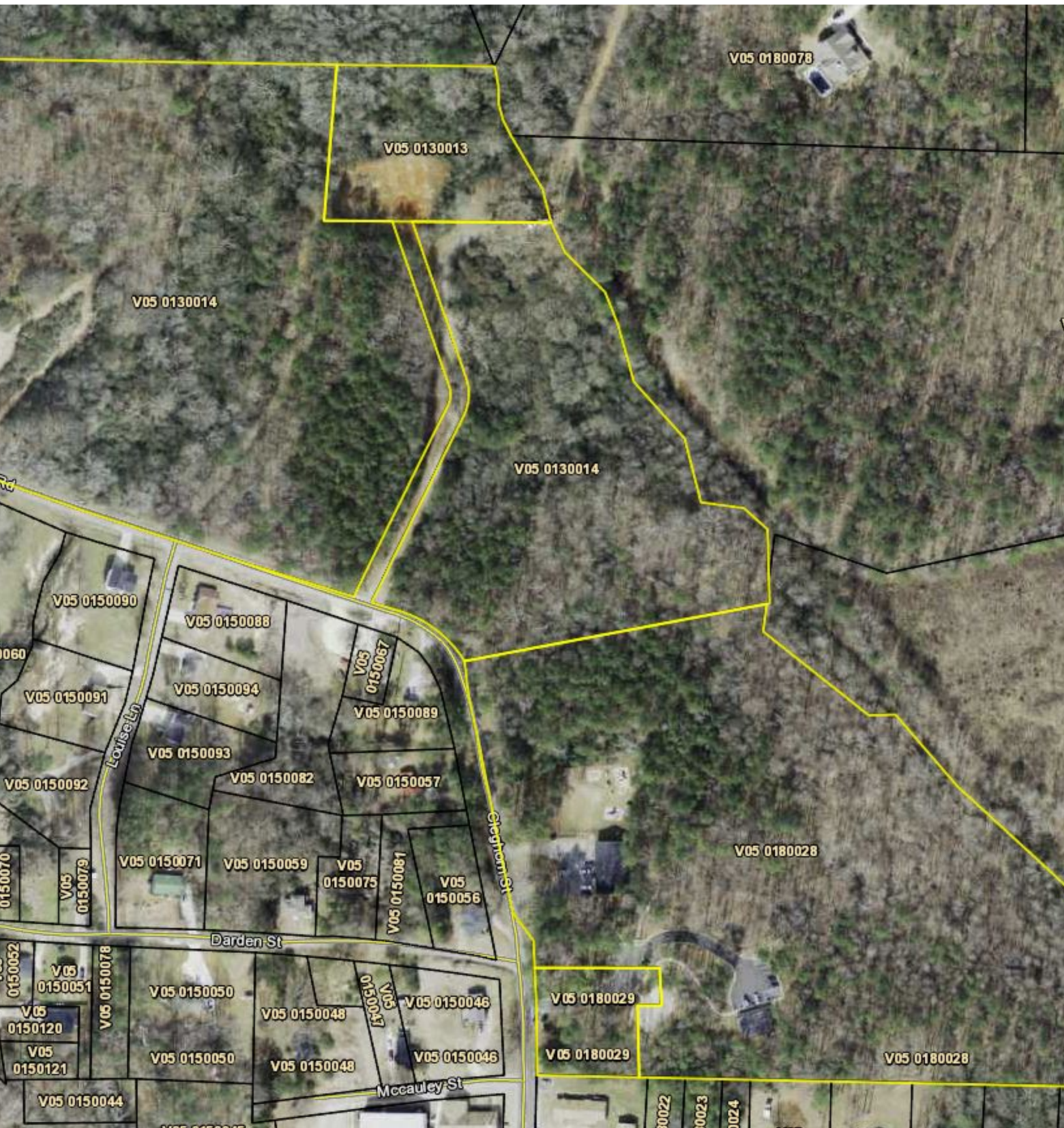


Zoning District Legend

- Carroll/Douglas County Border
- City Boundary
- AG - Single-Family Agricultural
- R1 - Single-Family Suburban
- R2 - Single-Family Urban
- SFA - Single-Family Attached
- MF1 - Multifamily Low-Density
- MF2 - Multifamily Medium-Density
- CBD - Central Business District
- CMU - Commercial Mixed Use
- C1 - Commercial Low-Density
- C2 - Commercial Medium-Density
- OMI - Office Medical Institutional
- I1 - Industrial Low-Density
- I2 - Industrial Medium-Density
- PUD - Planned Unit Development

"c" indicates Conditional Zoning





Lot Bulk Regulation Conformity Chart

Zone	Minimum Lot Width	Minimum Lot Area	Front Yard Setback	Side Yard Setback	Rear Yard Setback	Density (Baseline)	Parcel V05 130014 Conform? (private lot)	Parcel V05 0130013 Conform?	Parcel V05 0180028 Conform?	Parcel V05 0180029 Conform?
Multifamily Low-Density (MF1)	100'	1 Ac.	35'	40'	40'	8.71	Yes	No*	Yes	No**
Multifamily Medium-Density (MF2)	150'	5 Ac.	35'	40'	40'	19.36	Yes	No*	Yes	No**

* = Parcel V05 0130013 consists of the City's Lift Station and has no lot frontage. The lot is 1.84 Acres and would not conform to the MF2 zone's 5-acre minimum lot size requirement.

** = Parcel V05 0180029 is city owned and is 0.69 acres. The lot would not conform to the MF2 zone's 5-acre minimum lot size requirement.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Villa Rica Livable Centers Initiative Study Consultant Contract

CITY COUNCIL AGENDA DATE: November 10th, 2020

DATE: October 15, 2020

PREPARED BY: Chris Montesinos, AICP
Deputy Director of Community Development

FISCAL IMPACT:

ANNUAL – N/A
CAPITAL – N/A
OTHER – \$120,000.00

FUNDING SOURCE: Atlanta Regional Commission LCI Grant/Professional Services

PURPOSE: This is the professional consultant contract for the Villa Rica LCI Study between the City of Villa Rica and MKSK.

BACKGROUND: The City of Villa Rica was awarded a Livable Center Initiative Study Grant in the amount of \$96,000 by the Atlanta Regional Commission – the grant comes with a local match of \$24,000, for a total project cost of \$120,000

The study will identify opportunities and projects that focus on “place making” in Villa Rica, pedestrian and multimodal infrastructure enhancements, wayfinding signage and city branding, creating new and improved community gathering places, connecting the city’s destination locations, improving access and transportation facilities, and attracting new economic development opportunities while preserving and promoting Villa Rica’s unique heritage.

The City Council voted to accept staff’s recommendation to hire MKSK as the lead consultant to perform services related to the successful completion of the Villa Rica LCI Study. The draft contract has been submitted for review by the City Attorney, and by the Atlanta Regional Commission in compliance with their Terms and Conditions (for federally funded studies/grants).

STAFF RECOMMENDATION: Staff recommends APPROVAL of the contract between the City of Villa Rica and MKSK for services related to the successful completion of the Villa Rica LCI Study.

IMPACT: Authorization to enter into a contract with MKSK will initiate the Villa Rica LCI Program.

MOTION:

Motion to approve the contract between the City of Villa Rica and MKSK for the successful completion of the Villa Rica LCI Study.

AGREEMENT FOR VENDOR/CONTRACTOR SERVICES

This Agreement for Vendor/Contractor Services is made and entered into this 11th Day of November, 2020 between the **City of Villa Rica, Georgia**, a municipal corporation, and **MKSK**. The City of Villa Rica and Vendor/Contractor may hereafter be referred to as "**Party**" individually or collectively as the "**Parties**."

WITNESSETH:

WHEREAS, the City desires to retain a qualified, experienced, and licensed Vendor/Contractor with demonstrated skills and experience in providing certain services, the exact nature, scope, and price of which is more completely and fully set forth in Vendor/Contractor's bid for services, which is attached hereto as Exhibit A and expressly incorporated herein by way of reference as a part hereof (hereinafter, "the attached quoted services");

WHEREAS, Vendor/Contractor is knowledgeable and experienced in the attached quoted services required by the City and desires to provide, furnish, and deliver all necessary materials and to perform the work necessary to complete attached quoted services;

WHEREAS, the Parties desire to contract for the provision of attached quoted services according to the terms and conditions and provisions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

- Contract Time. Vendor/Contractor shall complete and/or perform attached quoted services within timeframe outlined in the MKSK Proposal for the Livable Centers Initiative Study on pages 60-63, and 67, as agreed upon by the City of Villa Rica. All Work shall begin after notification by the City and shall be carried through to completion without unreasonable delay and suspension. If there are unreasonable delays or unauthorized suspensions of work, the City reserves the right to charge the Vendor/Contractor, not as a penalty, but as liquidated damages, the cost incurred by the City to complete the Work by another contract or otherwise.
- Contract Price. Vendor/Contractor shall complete the Work for the agreed upon sum dictated by the attached quote.
- Required Documentation. Vendor/Contractor shall furnish to the City certificates of insurance and any other documents, affidavits, or things required to be submitted by the terms of this Agreement and/or the State law of Georgia for review and approval by the City (i) prior to the commencement of the Work or (ii) upon the Vendor/Contractor's execution of the Agreement. (Security and Immigration Affidavit. W 9, etc.)
- Insurance. Required insurances (Liability, Worker's Comp, etc.) shall be maintained in full force and effect during the life of the Agreement and through final completion. Subcontractors shall be required to obtain all insurance which the Vendor/Contractor is required to obtain. Vendor/Contractor shall agree to waive all rights of subrogation against the City, the City council, the mayor, its officers, officials,

employees, and volunteers from losses arising from attached quoted services performed. Vendor/Contractor shall at a minimum apply risk management practices accepted by the Vendor/Contractors' industry.

- Services Performed. Vendor/Contractor will perform, supervise, and direct the attached quoted services efficiently and with its best skill and attention. Vendor/Contractor will be solely responsible for the means, methods, techniques, sequences, and procedures. Vendor/Contractor will provide competent, suitably qualified personnel to perform the Work. Vendor/Contractor and its employees, agents, and Subcontractors shall be fully equipped, staffed, certified, authorized, and licensed for the attached quoted services. In the event the Vendor/Contractor causes damages, the Vendor/Contractor shall repair such damage at its sole expense. The Vendor/Contractor shall use those materials identified in the attached quoted services. In addition, the attached quoted services shall be performed to the entire satisfaction of the City. All unsatisfactory Work, all faulty or defective Work, and all Work not conforming to the requirements of the Agreement or of such inspections, tests, or approvals shall be considered defective. Prompt notice of all defects shall be given to the Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted. A more detailed list of services to be provided and timelines are outlined in MKSK's LCI Study Proposal on pages 60-63.
- Subcontractors. Vendor/Contractor will be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons for whose acts any of them may be liable to the same extent that it is responsible for the acts and omissions of persons directly employed by it.
- Permits. Vendor/Contractor will secure and pay for all permits, certifications, and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Attached quoted services.
- Laws and Regulations. Vendor/Contractor will give all notices and comply with and cause all Subcontractors to comply with all federal, state, and/or local laws, ordinances, requirements, standards, rules and/or regulations ("Laws") applicable to the attached quoted services and materials to be provided. If the Vendor/Contractor performs any services contrary to such laws, it shall bear all costs arising therefrom.
- Taxes. Vendor/Contractor will pay all sales, consumer, use, and other similar taxes required by the law of the place where the Work is to be performed. Notwithstanding the preceding sentence, no sales tax shall be charged to the City on any of the material and/or equipment incorporated or used in the performance of the Work.
- Indemnification and Limitations of Liability. Vendor/Contractor, shall indemnify and save harmless the City, its officers, council members, agents, contractors, assigns, volunteers, and employees from and against claims, demands, liabilities, suits, judgments and decrees, including reasonable attorneys' and other professional fees, losses and costs and expenses on account of injuries to or death of any person or persons or damage to any property occurring directly or indirectly from negligent performance of the attached quoted services by the Vendor/Contractor or its employees, agents, servants, associates, or Subcontractors. However such injuries or death or damage to property may be caused arising out of any breach by the Vendor/Contractor of any representation, warranty, covenant, duty or obligation; City shall not be liable to the Vendor/Contractor or any Subcontractor, of any tier, for any lost profits, special, incidental, punitive, exemplary or consequential damages, including but not limited to frustration of economic or business

expectations, loss of profits, loss of capital, cost of substitute product(s), facilities or services, or down time cost, even if advised of the possibility of such damages, arising out of or resulting from the City's performance or non-performance of the City's obligations under this Agreement, or from the City's termination or suspension of Work under this Agreement, or for any other reason. Furthermore, the City shall not be liable in contract or tort to Vendor/Contractor, Subcontractors, or suppliers thereof, regardless of tier, for incidental or consequential damages arising out of or resulting from the City's performance or non-performance of the City's obligations under the Agreement, or from the City's termination or suspension of Attached quoted services under the Agreement, or for any other reason.

- Warranty and Guarantee. Vendor/Contractor will perform the attached quoted services in accordance with this Agreement, the Laws, and, at a minimum, that degree of care and skill ordinarily exercised by and consistent with the standards of care of others ordinarily providing the same or similar services/work in the same or similar locality as the area where the Work is to be performed. Vendor/Contractor further warrants and guarantees to the City that all materials and equipment will be new unless otherwise specified and that all Work will be, at a minimum, of the degree of care and skill set forth above and in accordance with the requirements of the Agreement and of any inspections, tests, or approvals. Contractor warrants and guarantees that title to all Work, materials and equipment covered by an application for payment, whether incorporated in the Project or not, will have passed to the City prior to the making of the application for payment, free and clear of all liens, claims, security interests, and encumbrances (referred to below as "liens"); and that no work, materials, or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest or encumbrance is retained by the seller or otherwise imposed by the Contractor or such other person.
- Work Stoppage. If the attached quoted services are defective, or if the Vendor/Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or if the Vendor/Contractor fails to make prompt payments to Subcontractors or for labor, materials, or equipment, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such an order has been eliminated; however this right of the City to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.
- Correction or Removal of Defective Work. If required by the City prior to approval of final payment, the Vendor/Contractor will promptly, without cost to the City and as specified by the City, either correct any defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by the City, remove it from the site and replace it with non-defective Work. If the Contractor does not correct defective Work or remove and replace rejected Work within a reasonable time as determined by the City of Villa Rica and/or the Atlanta Regional Commission, all as specified in a written notice from the City, the City may have the deficiency corrected or the rejected Work removed or replaced. All direct or indirect costs of such correction or removal and replacement, including compensation for additional professional services, shall be paid by the Contractor.
- Termination. The Agreement may also be terminated for cause upon five (5) days written notice for a failure to both (a) perform substantially in accordance with the terms and conditions of the Agreement and (b) for the sole convenience of the City. Upon written notice to the Vendor/Contractor, the City

may also exercise its right to early termination in the event of the cancellation of funds, a change of priorities, or cancellation of a program with no right of appeal available to the Vendor /Contractor. City shall reimburse the Vendor/Contractor for Work actually and properly performed by the Contractor up to the date of termination. The City has the right to monitor performance, certification, and any subsequent recourse available in the event of default or non-performance by the Vendor /Contractor.

- Force Majeure. Except for payment of sums due and except as otherwise specified herein, neither Party shall be liable to the other nor deemed in default under the Agreement if and to the extent that such Party's performance under the Agreement is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Force Majeure shall not include (i) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with the terms and conditions set forth herein and (ii) the Contractor's failure to comply with the terms and conditions of this Agreement regarding disaster recovery.
- Registration with a Federal Work Authorization Program. Vendor/Contractor shall comply with the requirements of the Official Code of Georgia ("O.C.G.A.") Sec. 13-10-91 and Rule 300-10-1-.02 and compliance therewith is a condition of the Agreement. Compliance shall include but not be limited to execution of the attached Contractor Affidavit and Agreement and Subcontractor Affidavit should there be any subcontractor or subcontractors.
- Venue, Jurisdiction and Law. The parties hereto consent that venue and jurisdiction for any litigation concerning this agreement must be asserted in and determined by the Superior Court of Carroll County, Georgia. (The parties hereto also waive any right to object to venue and jurisdiction for any litigation concerning this Agreement which must be asserted in and determined by the Superior Court of Carroll County, Georgia.) The parties also agree and consent that this Agreement and any litigation concerning this Agreement must be construed and determined pursuant to the Laws of the State of Georgia.
- Contractual Relationship. The relationship between the City and the Vendor/Contractor is that of an independent contractor. Vendor /Contractor is not authorized to act as an agent, employee, or legal representative of the City, and may not hold itself out to the public as such. The method and manner of performance of the Work shall be under the exclusive control of the Contractor. The City shall have the right to inspect such undertakings at any time without prior notice.

IN WITNESS WHEREOF, each of the parties hereto has executed this Contract as of the date first above written.

The City of Villa Rica, Georgia

Signed: _____

Title: _____

Date: _____

MKSK

Signed: _____

Title: _____

Date: _____

EXHIBIT A

Scope of Work

Type of Services and Objectives

The City of Villa Rica has been awarded LCI funds for consulting services to establish LCI related programs and projects within the Villa Rica LCI Study Area outlined below.

The City of Villa Rica and the Atlanta Regional Commission (ARC) anticipate the following outcomes from the study to be:

- Inform stakeholders about Villa Rica’s vision and goals for the LCI area.
- Develop a framework of policies and programs to help accomplish the vision.
- Develop guidance for development type, scale, and character in the study area.
- Identify key redevelopment sites and strategies to activate them.
- List and prioritize implementation strategies, specifically for public investment in the LCI area.
- Review and update zoning regulations in study area with an emphasis placed on regulations that support LCI priority areas.

Work Tasks

The City of Villa Rica will prepare an LCI study for its greater downtown area. This plan would be a master plan for their downtown area and historic Fullerville Mill District to develop development standards and to improve accessibility, expand mixed-uses, and support further development in the study area.

The City of Villa Rica and ARC anticipate the following outcomes from the study to be:

- Inform stakeholders about the City of Villa Rica’s vision and goals for the LCI area.
- Develop a framework of policies and programs to help accomplish the vision.
- Develop guidance for development type, scale, and character in the study area.
- Identify key redevelopment sites and strategies to activate them.
- List and prioritize implementation strategies, specifically for public investment in the LCI area.
- Review and update zoning regulations in study area with an emphasis placed on regulations that support LCI priority areas.

The work to be accomplished under this contract is divided into the following tasks:

Task 1 – Existing Conditions Assessment

The selected consultant will conduct a thorough review and assessment of the study area’s current land use patterns, transportation patterns, environmental constraints, and urban design elements, including pedestrian, bicycle, and transit access; access to jobs, retail and neighborhood services; diversity of dwelling types; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs, developments, and organizations. The focus of the assessment will include, at a minimum, the following:

- Review current and historical plans’ proposals for future land uses, development patterns (specifically the “Village Concept”), zoning, transportation, and public facilities and compare to conditions “on the ground” today. Plans to review include Villa Rica’s Zoning Ordinance and Comprehensive Plans, Villa Rica Renaissance Strategic Vision and Plan (2018), Villa Rica Urban Redevelopment Plan (2012), Community Revitalization Plan: Villa Rica (2019), Gold Nugget Trail Master Plan & Implementation Strategy (2018), the recent Avemore Development Conceptual Master Plan (2019), Villa Rica Transportation Master Plan (2020);
- Conduct assessment of existing conditions and issues (strengths, weaknesses, opportunities and challenges) related to land use, transportation network (railroads, roads, paths, and sidewalks), environmental constraints, housing, and infrastructure (sewer, water, and stormwater) within the study area.
- Conduct additional technical analysis which may include but are not limited to a walkability assessment, cart use and path use assessment, zoning code / land development code restrictions, and/ or a jobs/housing balance assessment;

Task 2 – Housing and Market Analysis

Prepare a market and housing analysis that supports the plan recommendations and ensures the proposed plan is realistic.

The focus of the assessment will include, at a minimum, the following:

- Summarize current market conditions based on market-related data such as recent sales data, co-star, etc.
 - Include current vacancy rates, rental rates, and sale rates per square foot of retail, office, and residential uses in the LCI area and districts near to the LCI area.
 - Level of market opportunity and depth by land use and product type (i.e. how much and what type of retail is needed, overbuilt, etc.);
- Identify realistic future rates in the LCI area. Provide summary conclusions based on local data compared to Atlanta region generally and specifically the Western Crescent of the Atlanta region.
 - Demand and Feasibility Assessment for housing, retail, office, and other uses within the LCI area and assessment of competing uses in districts near to the LCI area;
 - Provide detailed housing type demands (attached, detached, size, amenities, etc.)
 - Provide retail insight (sizes, trends, over/under supply effect on rental rates, etc.)
 - Provide detailed office insight (age of existing stock, etc.)
- Identify location requirements for types of successful developments, (i.e. distance from interstate for big box retail, income and population requirements for successful ‘main street’ style retail, education levels and population demands for Class ‘A’ office or corporate headquarters, etc.)
- Identify where new development/ redevelopment can be located to most effectively catalyze further reinvestment.

- Prepare proformas for a select few catalytic redevelopment sites, and prepare a presentation or marketing materials highlighting the market potential based on these catalytic projects
- Develop customer profiles based on realistic population trends and forecasts in Villa Rica. The customer profile information should include detailed demographics, lifestyle segmentation data, actual customer spending habits, or other pertinent information;
- Identify best practice(s) and/or development incentives or financing mechanisms for including public and private sources of funding for workforce housing and economic development (i.e. financial incentives, special districts, recruitment strategies, local government policies, etc.)
- Identify new housing development types that can be introduced within the LCI study area that align with the guidance for development type, scale, and character in the study area;
- Develop recommendations that identify best practice(s) and/or development incentives or financing mechanisms for housing and economic development.
- Identify new housing development types that can be introduced within the LCI study area that align with the guidance for development type, scale, and character in the study area;
- Develop recommendations that identify best practice(s) and/or development incentives or financing mechanisms for housing and economic development.

Task 3 – Public Input

Villa Rica understands that the success of a plan depends on the community's involvement in its creation, and as such expects a robust community engagement program. The goal of this task is to develop a local planning outreach process that promotes the involvement of all stakeholders in the study area, with efforts and accommodations made to include low to moderate income, minority, ethnically diverse and elderly or disabled citizens.

Villa Rica will identify all stakeholders and facilitate their involvement in the study process. These tasks will be documented through meeting notices, meeting summaries and other written communications. A ledger of public comments and the plan's responses to those comments should be addressed in the study reports and recorded in Appendices. The public involvement process shall, at a minimum, include the following components:

Project Management Team

Villa Rica shall establish a Project Management Team that includes a representative from the City, the consultant, and ARC. This team shall meet or hold a conference call monthly to discuss the study progress and advise on public involvement and other planning process issues.

Core Team

A core team shall be established that includes the members of the Project Management Team along with representatives from key stakeholder groups in the study area. The Core Team must include representatives from relevant state, regional and local government departments responsible for land use planning, transportation and housing (including applicable housing authorities/agencies).

The key responsibility of the Core Team is to review and comment on materials to be presented at public meetings, help advertise meetings, provide strategic direction to the plan, and distribute information to the larger community.

General Public Engagement

During the study process, the City shall make a reasonable effort to involve all stakeholders in the study area, including property owners, residents, business owners and employers/employees. The public involvement process should include a variety of methods, times, and techniques to reach the broadest range of stakeholders possible (i.e. workshops, charrettes, forums, surveys, open houses, etc.). **The Project Management Team, including the representative from ARC, and the Core Team must be notified of all meetings taking place in a timely manner.**

A minimum of **three (3) public engagement activities**, in a format determined by the project team, following topics/milestones should be covered by the public meetings (at a minimum):

- Provide overview of study process, the goals of the study, key dates, and opportunities for public input;
- Solicit opinions on goals and objectives of the study, stakeholder needs, strengths, weaknesses, opportunities and threats in the study area;
- Review preliminary findings, present draft plan and gather comments;
- Seek approval for final plan documents.

Final Plan Review and Transportation Coordination Meeting

A transportation project coordination meeting, and final plan review by ARC, is required to be conducted prior to finalizing the LCI plan recommendations. A single combined meeting can be held in lieu of two separate meetings if feasible. To ensure the transportation projects are feasible, the coordination meeting should include all affected organizations (such as GDOT, Carroll County, City Public Works, etc.) to discuss potential projects prior to the transportation improvement list being finalized.

Task 4 – Development Concept Plan

The selected consultant will prepare a detailed development concept plan, including goals, policies and action strategies based on the findings of Task 1, 2, and 3. At a minimum, the plan will assess the subject area's current land use patterns, environmental constraints, transportation patterns and urban design elements, including pedestrian, bicycle and cart access; access to jobs, retail and neighborhood services; diversity of dwelling types; and design for healthy living and social interaction. This analysis should be coordinated with other completed studies, programs, developments and organizations. At a minimum, this plan and study will contain the following components:

- 1) Summary of existing conditions and issues identified in Task 1. This includes land use, zoning, transportation, housing, environmental constraints, and infrastructure conditions.
- 2) Assessment of other relevant plans that have had an impact on the City's development and the plan update, also covered in Task 1.
- 3) Vision and goals for the LCI Study area that address the following:
 - a) Mix of land uses appropriate for future growth including new and/or revised land use regulations needed to complete the development program

- b) Mixed-income housing, job/housing match and social issues such as access to healthy foods, placemaking, and aging in place
- 4) Recommended policies and programs to implement community vision.
- 5) Recommended revisions to the zoning ordinance and development of regulations to support the vision including street design standards.
- 6) Detailed implantation strategy and action plan to assist City officials in moving the plan forward.
- 7) Site-specific recommendations for 2-3 catalytic sites in the area that include a detailed market analysis, regulatory recommendations, and visualization of key concepts.
- 8) Transportation assessment and recommendations which include:
 - a) Incorporation of the Villa Rica Transportation Plan
 - b) Temporary and interim transportation improvements
 - c) Opportunities for green infrastructure within transportation recommendations
 - d) Transportation demand reduction measures
 - e) Internal mobility improvements including traffic calming, pedestrian and bicycle circulation, cart circulation, and safety and security of all modes
 - f) Parking strategies including parking for carts.
 - g) Placemaking strategies including but not limited to roadway linkages, public art, wayfinding, lighting, and streetscapes.
 - h) Continuity of local streets in study area and extension of the street grid
 - i) Conceptual renderings of the key transportation recommendations

Task 5 – Prepare Project Deliverables

The goal of this task is to compile the results of the overall work effort, the study process, relevant findings, and recommendations into a final study/plan document. The final study document shall include the following (not necessarily in this order) into an easy to read format:

Executive Summary

A brief introduction and summary of the Villa Rica LCI Study, including issues and opportunities, and general implementation strategies and priorities.

- 1) A summary of the findings from Task 1
 - *Summaries of the plan development process from Task 3*
 - *Assessment Existing Conditions from Task 1*
- 2) A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
- 3) A description of the public participation process used to achieve a community-supported program of improvements.

Concept Plan and Study, including:

- 1) Maps, concept illustrations, and other graphic representations to support the plan including (but not limited to): the study area, existing land use, future land use, existing transportation facilities, and proposed transportation improvements.
- 2) Identify locations of Transportation recommendations.

Housing and Market Analysis from Task 2:

Include a summary of the Housing and Market analysis and economic development recommendations in the planning document and executive summary and provide the full report as an appendix.

Implementation Strategy:

- 1) Describe the organizational structure and processes that will be used to ensure the action plan items are implemented. Focus should be given to collaboration opportunities with other organizations and strategies to ensure continued support from local elected officials, citizens and businesses.
- 2) Recommendations from the Market and Housing Analysis.
- 3) A 100-day Action plan shall be developed to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success. This action plan should include short term creative placemaking measures and temporary transportation installations that the City of Villa Rica can undertake to test out concepts in a lighter, cheaper, faster manner.
- 4) A description of the changes required within zoning ordinance, development regulations and/or other locally adopted policies to support the concept plan and street design standards, with revised language for adoption, and including a committed schedule for adopting such changes.
- 5) An evaluation process used to monitor plan implementation and update the action plan every five years (or more often if need), should be identified.

Five-year Implementation Plan (aka Schedule of Actions):

- 1) Using the "5 Year Implementation Plan" template provided by ARC, create a list of all actions and projects that are planned in the study area to implement the study goals, programs, and projects. Schedules should include estimated start date, completion date, cost estimate and responsible party. This short-term implementation plan should include specific actions with start and end dates that implement the LCI plan, including, but not limited to:
- 2) A prioritized description of transportation improvement projects (local, state and federal) that will support the study area goals;
- 3) A prioritized description of housing strategies, particularly for affordable and mixed income housing developments, that support a job-housing match, aging in place, and efficient utilization of transportation facilities in the study area.
- 4) Description of economic development and placemaking strategies

- 5) A prioritized description of transportation improvement projects that are longer term in nature five-year implementation plan.

Appendix

- 1) The full market/fiscal feasibility report
- 2) Detailed transportation assessment
- 3) Revised Land Development regulations to implement the concept plan including street design standards
- 4) Documentation of every public comment and plan response

Format of Final Deliverables:

- 1) One (1) printed copy of the complete final report and appendices (8.5"x11"). Plans and graphics may be 11"x17" format
- 2) PDF file of Final Report and all appendices
- 3) The 5-Year Implementation Plan in Excel using the ARC template.
- 4) All electronic files in their original formats (e.g. MS Word, Excel, InDesign, etc.) with supporting graphics and GIS shape files.

Task Subtotal

TASKS

Task 1: Existing Conditions Assessment	\$16,600.00
Task 2: Housing & Market Analysis	\$14,200.00
Task 3: Public Input	\$31,500.00
Task 4: Development Concept Plan	\$41,800.00
Task 5: Project Deliverables	\$15,900.00
Total Including Anticipated Reimbursable Expenses	\$120,000.00

EXHIBIT B

Dated September 20, 2020

MKSK Livable Centers Initiative Study Proposal



REQUEST FOR PROPOSALS - #01-2020CDD

**CITY OF VILLA RICA
LIVABLE CENTERS INITIATIVE STUDY**

SEPTEMBER 28, 2020





REQUEST FOR PROPOSALS - #01-2020CDD

CITY OF VILLA RICA LIVABLE CENTERS INITIATIVE STUDY

SEPTEMBER 28, 2020



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- F ADDITIONAL SERVICES
- G REQUIRED FORMS
- H DRAFT CONTRACT

September 28, 2020

City of Villa Rica
Attn: Chris Montesinos
571 W. Bankhead Hwy
Villa Rica, GA 30180

Darren Meyer, PLA, ASLA, AICP
Principal
504 Rhett Street
Greenville, SC 29601
864.626.5716

RE: #01-2020CDD VILLA RICA LIVABLE CENTERS INITIATIVE STUDY

Dear Members of the Selection Committee,

MKSK is honored to present our team and proposed approach to assist the City of Villa Rica with the creation of a vision for the Downtown Historic District, Historic Neighborhoods, Historic Fullerville Mill Village, and extent of the LCI study area boundary. The enclosed proposal includes our professional qualifications, relevant project experience, consultant team organization, and our understanding of the approach to the work.

I am very pleased to have a team of highly creative and collaborative professionals working in partnership with MKSK. BAE Urban Economics (real estate market strategies) and Toole Design Group (transportation planning) are leaders in their respective fields and bring great depth of experience in both the Atlanta market and from work in peer cities across the country.

MKSK is an innovative urban planning and design firm with decades of experience working in downtowns and urban districts. Our focus is on the rich interaction between people and place; creating resilient and healthy communities by building on local strengths and building for people.

With deep local knowledge, relevant national experience, an innovative approach to urban planning, and a tremendous excitement for this project and the future of Villa Rica, the MKSK team is uniquely qualified to assist the City and its partners in guiding this important endeavor to success.

Respectfully Submitted,
MKSK, Inc.



Darren Meyer, PLA, ASLA, AICP, Principal in Charge
dmeyer@mkskstudios.com | 864.626.5716



VAN AKEN DISTRICT
SHAKER HEIGHTS, OHIO_MKSK

MKSK
SHAPE PLACE.
IMPROVE LIVES.
SHARE THE STORY.



MKSK

PRIMARY CONTACT

Darren Meyer
PLA, ASLA, AICP, Principal
dmeyer@mkskstudios.com
864.626.5716

504 Rhett Street
Greenville, SC 29601

AREAS OF PRACTICE

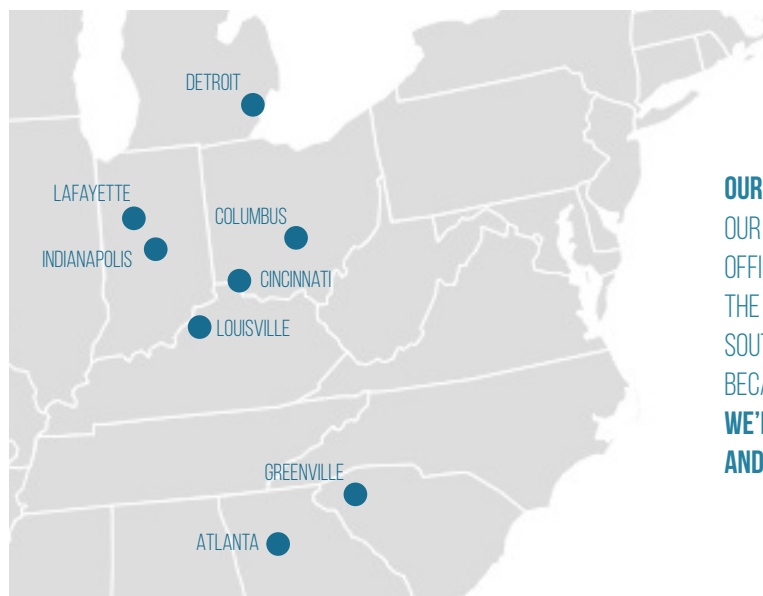
Urban Design
Community Planning
Development
Corridor Visioning
Land Use
Transportation Planning
Parks & Recreation Planning
Public Space Design
Landscape Architecture
Community Engagement
Environmental Graphics
Waterfronts
Signage & Wayfinding

MKSKSTUDIOS.COM

COMMUNITY MASTER PLANNING, COMMUNITY ENGAGEMENT, AND ZONING

MKSK is a collective of urban planners, designers and landscape architects, founded in 1990, who are passionate about the interaction between people and place. We are a practice with a network of seven regional metropolitan studios in South Carolina, Kentucky, Ohio, Indiana, and Michigan. MKSK approaches planning and design with a clear understanding that each place is unique and has economic, social, environmental, historical, and cultural influences which should be explored through thoughtful, context sensitive design. We shape place to improve lives, and we share our transformational stories and the power of strong planning and design to inspire ourselves, our peers, and the world to work together for the common good. We work in cities to reimagine, plan, and design dynamic urban environments for the betterment of all.

We are strategic thinkers and bold innovators who celebrate the power of collaboration to plan and build authentic places. Our practice values the importance of social connections and the relationship of people and place. We partner with clients to create places that are socially connected, ecologically responsive, and economically sustainable. We believe in the culture of local, strive to understand the sense of place, and rely on authentic ideas.



OUR REACH IS NATIONAL, BUT OUR SEVEN METROPOLITAN OFFICES ARE FOCUSED IN THE MIDWEST, GREAT LAKES, SOUTH, AND SOUTHEAST BECAUSE THIS IS WHERE WE'RE FROM, WHERE WE LIVE, AND WHERE WE WANT TO BE.

COMMUNITY PLANNING EXPERTISE

MKSK

MKSK's planning approach focuses on helping communities fully realize their potential, by providing plans, collaborative services, design approaches, and policy tools that address each community's specific needs and goals. Our team of highly qualified planners bring both private practice expertise, as well as a wide range of public planning experience to each project. By continually evolving planning processes and crafting individualized solutions for each community, our planners are able to create plans that clearly communicate effective strategies and facilitate success.

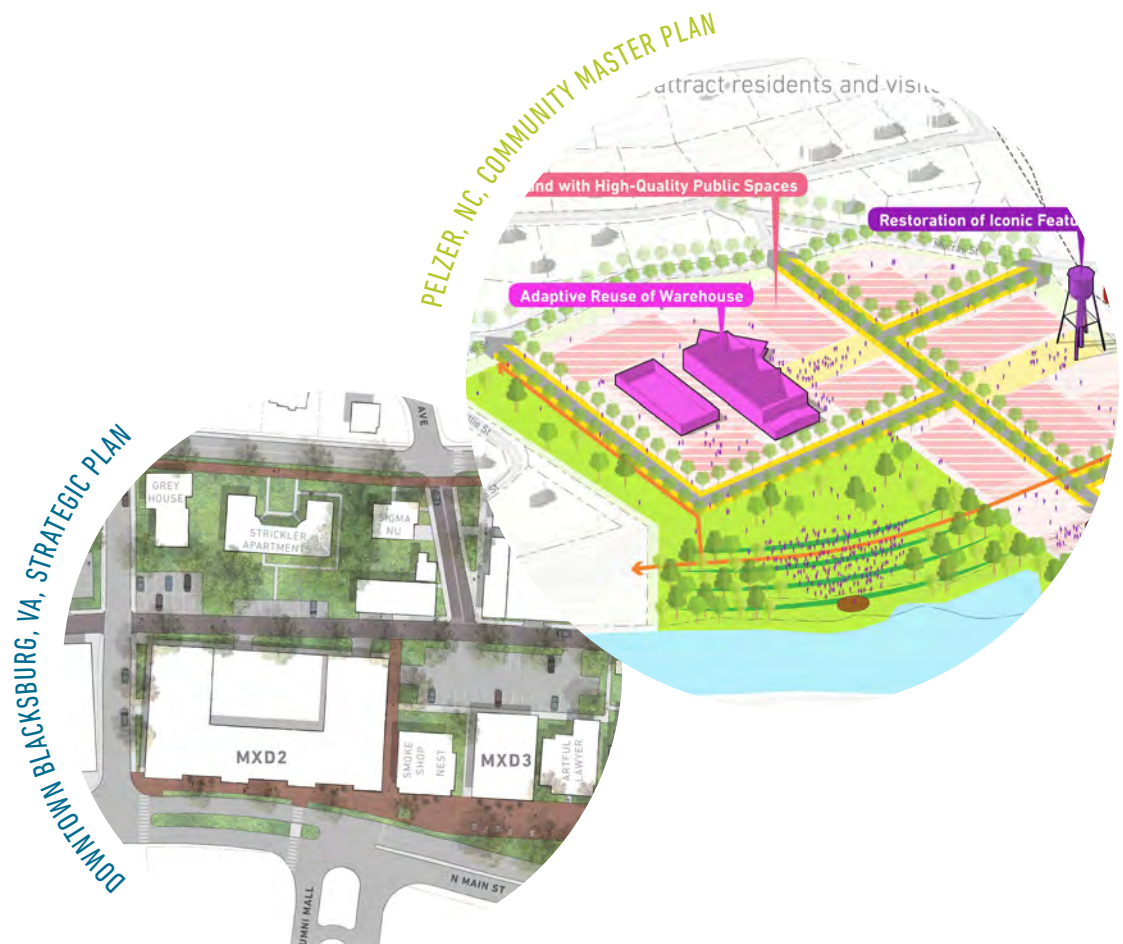
There are three elements that are consistent in our firm's approach:

- A focus on high-quality planning and design;
- An inclusive, communication-based approach for coordination of stakeholder interests into a common goal;
- A strategic approach to implementation that is grounded in reality but innovative in its solutions.

These elements have directly led to renewed investment and improved quality-of-life in the places in which we have worked.

At MKSK, our planners, landscape architects, and urban designers have the unique ability to work together to bring multi-disciplinary expertise, high-quality design, and achievable, real-world solutions to all planning efforts. This, combined with our firm's focus on high-quality graphic presentations, enhances the ability of the planning studio to effectively communicate and gain consensus on plan concepts, ideas, and strategies. Our firm's capability in 3D graphics and renderings further support communicating a vision. The end results are thoughtful, meaningful, and implementable plans that spur action and provide a framework for transformational change.

The core of our planning practice is developing strategies to address the long-term impacts of growth and redevelopment in a community, including infrastructure, fiscal impacts, community character and quality of life. It is about arming the elected officials, commission members, staff and the public with the tools and focus to set the community in the right direction. MKSK's planning approach is to provide solutions and strategies that create quality communities that are sustainable for future prosperity.



COMMUNITY OUTREACH & PUBLIC ENGAGEMENT EXPERTISE

MKSK

Community involvement and engagement is a fundamental part of our urban planning and design approach. The success of the public engagement process is a critical step in building understanding, support, and ownership of focus areas that will ultimately lead to effective implementation across time.

Our team views the early stages of a planning project as a time for learning and collaboration. It is here that we invite the public and stakeholders to share with us the issues and considerations important within a community. This knowledge, and the relationships built through this process, guides our planning efforts as we develop ideas and strategies to address project issues. The testing of those ideas, through further public engagement, ultimately provides us with a consensus-based direction. Our goal is to form a shared and “living” vision. To reach this goal, we cast a wide net, which often includes residents, business interests, development community members, key stakeholders, elected officials, and public agencies. Opportunities to engage the public can be in the form of traditional open houses, forums, or focus group sessions, or online through web-based meetings, surveys, and via social media platforms.

Our public participation toolbox blends traditional methods with fresh approaches adapted to hands-on engagement together with 24-hour community information and dialogue on web-based platforms. Every project and community is unique, so for each we refine an engagement tool kit in close consultation with the Working Group.

The more traditional public participation and engagement opportunities incorporated in this process include stakeholder interviews, walking tours, and public meeting visioning workshops. Additional opportunities include:

- Interactive meetings & exhibits
- Pop-up displays
- Dedicated website & social media platforms
- Community mapping - geo locate ideas
- Tactical urbanism
- Youth activities
- DIY Meetings-in-a-Box
- Study area storefront displays and office hours
- Street stalls and kiosks at existing events
- Study area walking/bike tours
- Stakeholder and focus group meetings
- Public workshops and presentations
- Charrettes and visioning



- 1 Greenville Unity Park Community Event, Greenville, SC
- 2 Scioto Greenways Visioning, Columbus, OH
- 3 Downtown Akron Strategic Plan Charrette, Akron, OH

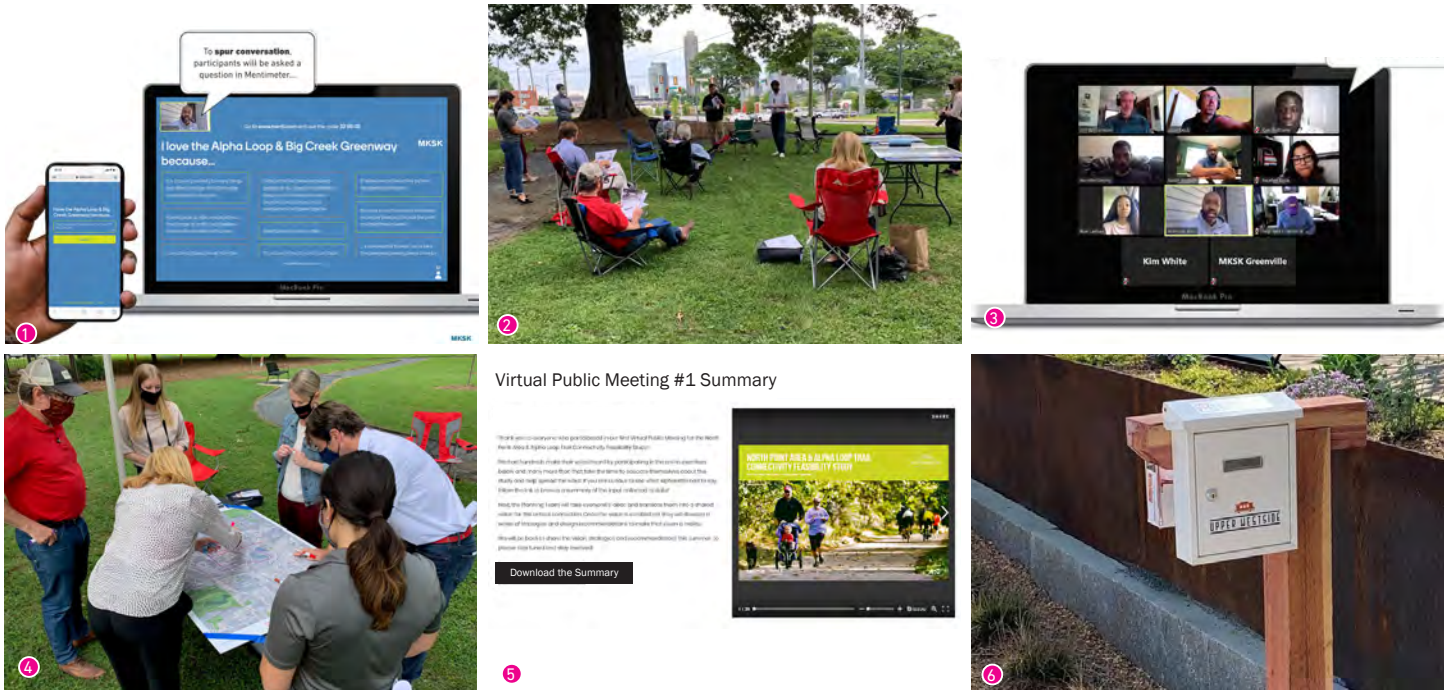
- 4 Kenmore Neighborhood Community Event, Akron, OH
- 5 'Jane's Walk' Neighborhood Walking Tour, Akron, OH
- 6 Gordon Square Arts District Open House, Cleveland, OH

FLEXIBLE & EFFECTIVE METHODS OF ENGAGEMENT

MKSK

In light of the current COVID-19 outbreak, engagement efforts must be carefully crafted. As necessary, we plan to utilize interactive online software and conferencing platforms to ensure we have the vital conversations and interactions needed to advance this project equitably, effectively, and appropriately. We have been using these tools effectively over the past two months to great effect for work sessions, stakeholder meetings, and larger community engagement. They include:

- Custom website modules
- Zoom conference public meetings
- Zoom conference meetings with break-out room capabilities
- Mentimeter Polling
- Google My Maps
- SurveyMonkey
- Physically Distant Community Workshop
- No Contact Engagement Strategies



- 1 Live & Online Workshop, North Point & Alpha Loop Trail Connectivity Study, Alpharetta, GA
- 2 Safe, Physically Distanced Committee Meeting, Upper Westside CID, Atlanta, GA
- 3 Client & Stakeholder Meetings on Zoom, Upper Westside CID, Atlanta, GA
- 4 Adapted In-Person Meeting, Upper Westside CID, Atlanta, GA
- 5 Continuous Virtual Meeting, North Point & Alpha Loop Trail Connectivity Study, Alpharetta, GA
- 6 Custom Designed "Mailboxes" for No-Contact Engagement Card Drop-off, Atlanta, GA

**PRIMARY CONTACT**

Addie Weber, AICP
Director
aweber@tooledesign.com
404.310.3174

235 Peachtree Street NE
Atlanta, GA 30303

AREAS OF PRACTICE

Active Transportation Planning
Campus Transportation
Planning
Corridor Studies
Data Science & GIS
Multimodal Transportation Plans
New Mobility & Curbside
Management
Private Development Planning
Research
Safe Routes to School
Shared Mobility & Bikeshare
Transit Planning
Vision Zero & Crash Analysis

TOOLEDESIGN.COM

MULTI-MODAL & TRANSPORTATION PLANNING

Toole Design is the nation's leading planning, engineering, and landscape architecture firm specializing in bicycle and pedestrian transportation. Their mission is to create livable communities where walking and bicycling are safe, convenient, and enjoyable for everyone. Toole Design focuses on developing cost-effective and implementable solutions that move people efficiently while also improving health, quality of life, and economic vitality.

Jennifer Toole founded Toole Design in 2003 with a mission to create dynamic communities where walking, biking, and transit use are possible for people of all ages and abilities. Since then, she has assembled a talented group of planners, engineers, urban designers, and landscape architects who share her passion for producing the highest quality work as well as her commitment to improving community health and quality of life. Founded in Maryland, the company now has 16 offices and 200 employees across the country.

The Toole team believes that the transportation system is the backbone of all infrastructure, and that the key to creating vibrant places lies in how well people can get around. Their keen understanding of context sensitivity, placemaking, and safety shines through in each of their projects. Starting from the earliest planning stages and working all the way through project completion, Toole Design considers all modes of transportation as well as environmental and health impacts to create functional, inviting public spaces for all.

Toole Design's project experience includes designing urban parks and greenways, streetscapes, sidewalks and walkways, recreational trails, bicycle facilities, and Complete Streets. They also have extensive experience incorporating sustainable practices such as bioretention measures and permeable surfaces. Toole Design knows that inspired park and streetscape design can advance a community's aspirations for a place while also staying true to cultural and economic objectives. Street rights-of-way account for a large percentage of any downtown area, and our designers are highly skilled at transforming those streets into public spaces.

Toole Design is committed to designing and building spaces where people can move freely and intuitively, enjoy the experience, and participate in the community instead of just moving through it. Their success is built on collaborative partnerships with clients and thinking that goes beyond conventional solutions. Toole Design staff have assessed tens of thousands of miles of roadways to develop networks of bicycle and pedestrian friendly streets throughout the United States, and have extensive experience working with municipalities, business improvement districts, community organizations, and other transportation planning and engineering clients.



bae urban economics
 san francisco | los angeles | sacramento | washington dc | nyc

PRIMARY CONTACT

Sherry Okun-Rudnek
 Principal
 sherryokunrudnak@bae1.com
 202.588.8945

1140 3rd Street NE
 2nd Floor
 Washington, DC 20002

AREAS OF PRACTICE

Market & Financial Feasibility
 Analyses

Affordable & Workforce Housing

Economic Development,
 Equitable Development &
 Revitalization

Sustainable Development & TOD

Public-Private Partnership
 (P3) Structuring & Negotiation
 Support

Fiscal Impacts & Economic
 Benefits Analyses

Public Finance

BAE1.COM

HOUSING & RETAIL MARKET ANALYSIS

BAE Urban Economics, Inc. is an award-winning, national urban economics and real estate consultancy. Since 1986, they have completed more than 2,300 client engagements for public agencies, non-profit organizations, financial institutions, and real estate investors and developers. All of their work is led by seasoned professionals, who are responsible for project direction and quality control.

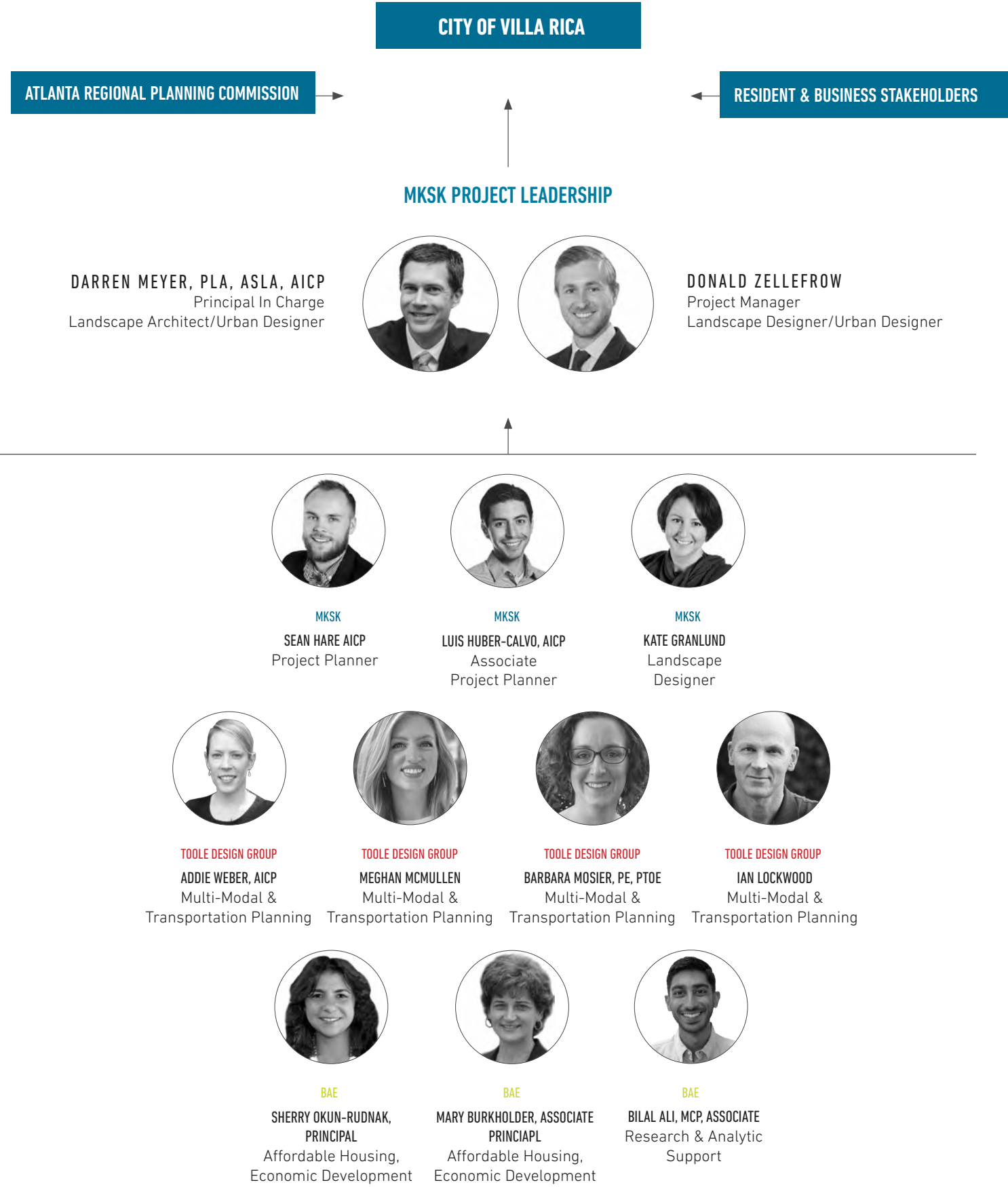
BAE's passion about the "triple bottom-line" of sustainable economics, equity, and environment makes us unique among urban economists. They believe that there are practical solutions to urban issues which will achieve this triple bottom-line, and that consideration of environmental impacts and social benefits as well as financial returns result in the best value for their clients.

Their company has practiced this same philosophy since our inception in 1986, with intentional investments in staff and workplaces to foster creativity and a commitment to excellence. They have pioneered the use of survey research to target urban housing products, created innovative GIS tools for smart growth planning, and provided real estate advisory services to some of the nation's largest revitalization and sustainable development efforts.

BAE is a certified Green Business in Alameda County, CA, bringing their sustainability focus to their own business practices. BAE is also certified as an MBE/DBE by numerous public agencies, including the State of Maryland (MDOT), the District of Columbia, the City of New York and the Port Authority of New York and New Jersey.

BAE has 19 staff members in five offices, including Washington DC, New York City, San Francisco, Sacramento, and Los Angeles.

ORGANIZATION OF TEAM



DARREN MEYER, PLA, ASLA, AICP, PRINCIPAL IN CHARGE

LANDSCAPE ARCHITECT / URBAN DESIGNER

MKSK



EDUCATION

Bachelor of Landscape Architecture, Ball State University

REGISTRATIONS

Registered Landscape Architect:

SC, NC, TN, OH, AL, MN, VA

American Institute of Certified Planners

From the planning of communities and promoting projects that champion community wellness and sustainability to the details of public open spaces, Darren's more than 20 years of professional experience is at the intersection of complex infrastructure and community life. His approach starts with identifying and understanding the strengths of place and people, and then building on those assets to create healthy environments and stronger communities. Darren serves as a Principal and lead of the Greenville office of MKSK, responsible for work across the Southeast U.S. He has deep experience in leading large, multidisciplinary teams to tackle complex urban challenges. He has served as the active and engaged leader of both planning and constructed projects bringing proven experience in all aspects of project implementation.

RELEVANT PROJECTS

Upper Westside CID Master Plan, Atlanta, GA

MKSK is leading a multidisciplinary team of Planners, Urban Designers, Landscape Architects, Economic Advisors, and Traffic Consultants to prepare the inaugural Master Plan for the Upper Westside Community Improvement District.



Creative Placemaking Plan for North Point Area (LCI, Alpharetta, GA

MKSK is preparing a Creative Placemaking Plan to stimulate investment and improve safety and walkability along the North Point Parkway corridor. The plan recommends a diversity of types of creativity and public art to enrich the corridor environment as well as create an interactive destination.



Downtown Revitalization Plan, Lancaster, SC

MKSK led a team of planners, architects, urban economists, and marketing specialists on the development of a master plan for the revitalization of historic downtown Lancaster, South Carolina. The primary goals of the year-long planning process were to craft a clear vision for the revitalization of the district and assist the client with short-term implementation to ensure the achievement of the vision.



Community Master Plan, Pelzer, SC

MKSK facilitated a five-month-long planning process with residents and stakeholders to reimagine Pelzer and develop a long-term vision for the town's future. As part of the planning process, MKSK conducted extensive site work, stakeholder interviews, a design charrette, and multiple public open house meetings to understand the potential of the community in terms of its economy, ecology, and social capital.



DONALD ZELLEFROW, PROJECT MANAGER

LANDSCAPE DESIGNER / URBAN DESIGNER

MKSK**EDUCATION**

Master of Landscape Architecture, University of Pennsylvania
 Bachelor of Urban Planning, University of Cincinnati

RELEVANT PROJECTS

Upper Westside CID Master Plan, Atlanta, GA
 Alpharetta Placemaking Plan, Alpharetta, GA
 Reedy River Redevelopment Area & Unity Park, Greenville, SC
 Plan Greenville Comprehensive Plan, Greenville, SC
 Rocky Branch Multimodal Greenway, Columbia, SC

Authentic and unexpected design is Donny's passion. He believes this is achieved through meaningful engagement, rigorous research, and fearless creativity. Donny's work explores the power of ecology, the promise of technology, and the strength of community. His explorations range in scale from that of a single paver to an entire city and have taken him across the U.S. and through Spain, Colombia, and China. Before MKSK, Donny was a designer at SWA Group* in Dallas, Texas. While in Dallas, he and other local designers founded the initiative 'Design Future Dallas' to unite local creatives and collectively explore visions of the city's future. His work has been featured by Texas Architect, the Dallas Observer, and CBS Dallas and has been recognized by the Texas chapter of the American Society of Landscape Architects as well as both the Texas and Atlanta chapters of the American Institute of Architects.

SEAN HARE, AICP

URBAN PLANNER

MKSK**EDUCATION**

Master of Community Planning, University of Cincinnati
 Bachelor of Environmental Design, The University at Buffalo, SUNY

RELEVANT PROJECTS

Troy Downtown Riverfront Strategic Development Plan, Troy, OH
 Forest Park Area Plan, Harrison Township, OH
 Covington Streetscape & Public Realm Design Guidelines, Covington, OH
 Walnut Hills Reinvestment Study, Cincinnati, OH
 'Plan Greenville County' Comprehensive Plan, Greenville County, SC

Sean strives to inspire communities to look towards a more sustainable future through well-designed spaces, strategic investments and unique placemaking. Sean believes in sustainable urban design as a proper method to give communities the resources and assets they need to thrive and evolve into better places for all. Sean has experience working in a variety of different environments and scales and has always supported a holistic approach to planning and design. His skillset in graphic production lies in both 2 and 3-dimensional techniques to create informative and innovative graphics.

LUIS HUBER-CALVO, AICP, ASSOCIATE PROJECT PLANNER

MKSK



EDUCATION

Master of Urban Planning, University of Louisville
Bachelor of Architecture, Kennesaw State University

RELEVANT PROJECTS

Woodbridge Neighborhood Design Guidelines, Detroit, MI
Northwest Indiana TOD, IN
Louisville, Downtown Master Plan, Louisville, KY
Tulsa Arena District Master Plan, Tulsa, Oklahoma
Uptown District & Reading Road Corridor Study, Cincinnati, OH
10th Street Corridor Plan, Jeffersonville, IN

Luis is an urban planner who specializes in translating intricate and complex planning issues to a general audience through verbal, written, and graphic communication. He uses his understanding of building form and his background in architectural design to provide a well-rounded approach to urban planning and design. As an advocate of community-driven planning, Luis emphasizes the use of creative public engagement tools to reach consensus among residents, stakeholders, and cities. Luis strives to generate planning documents and graphics that both educate and inspire and that are consistent with a community's goals and values. He has worked in several downtown plans for cities of variable sizes across the Midwest and has overseen planning projects that range from the site-specific to the regional level. Luis finds his inspiration from the richness in the diversity of urban neighborhoods and the people that continue to make them vibrant and exciting places to live.

KATE GRANLUND LANDSCAPE DESIGNER

MKSK



EDUCATION

Master of Landscape Architecture, The Ohio State University
MBA - Entrepreneurship, Baldwin Wallace University
Bachelor of Zoology and Environmental Science, Miami University

RELEVANT PROJECTS

ReWa Mauldin Road Revitalization Plan, Greenville, SC
Reedy River Redevelopment Area & Unity Park, Greenville, SC
Sewall's Island & Factory Square Park Revitalization & Redevelopment Design Plan, Watertown, NY

Kate believes that the landscape was created for people to explore, to learn from and to enjoy. Her passion for design, plants and writing focuses on translating everyday natural phenomena into engaging and novel experiences. Kate is passionate about how people understand and relate to the landscape, and the use of plants for ecological, cultural, and remediation applications. She is also interested in the business of landscape architecture, resiliency, horticulture, and brownfield redevelopment. Her academic research focused on the use of textiles for flexible representation of rapidly shifting landscapes and the agency of design for uncovering hidden phenomena in the natural world.

ADDIE WEBER, AICP, SENIOR PLANNER**MULTI-MODAL & TRANSPORTATION PLANNER**

Addie is a senior urban designer and transportation planner with extensive experience leading and collaborating with multidisciplinary teams on numerous livable transportation projects. She has worked with a wide range of clients to develop community-supported, context-sensitive design solutions for suburban and urban environments. Her design perspective responds to the interconnected relationship between land use and transportation in transit station area planning, corridor redevelopment, strategic land planning, and small area plans.

EDUCATION

Master of City and Regional Planning, Georgia Institute of Technology
Bachelor of Arts, Design (Architecture), Clemson University

RELEVANT PROJECTS

Upper Westside CID Master Plan, Atlanta, GA
East Lake MARTA Station Area Master Plan, Atlanta, GA
ARC Complete Streets Workbook, Atlanta, GA
First/Ashley and William Street, Ann Arbor, MI
GDOT Pedestrian and Streetscape Guide Update, GA

MEGHAN MCMULLEN, PLANNER**MULTI-MODAL & TRANSPORTATION PLANNER**

Meghan is a planner, designer, and engagement specialist with a passion for creating healthy, vibrant, and equitable places. She has worked on comprehensive plans, small area plans, corridor studies, and development ordinances. Meghan takes a people-centered approach and has a knack for integrating community and stakeholder input with qualitative and quantitative analyses to create meaningful and implementable plans. She uses graphics and clear language to make complex ideas accessible to everyone with user-friendly, dynamic deliverables.

EDUCATION

Master of City and Regional Planning, Georgia Institute of Technology
Bachelor of Science, Advertising, University of Florida

RELEVANT PROJECTS

Upper Westside CID Master Plan, Atlanta, GA
Snellville Towne Center Livable Centers Initiative, Snellville, GA
Lawrenceville Comprehensive Plan, Lawrenceville, GA
San Marcos City Hall Master Plan, San Marcos, TX
Snellville 2040 Comprehensive Plan, Snellville, GA
Smyrna Comprehensive Plan, Smyrna, GA

BARBARA MOSIER, P.E., PTOE, DIRECTOR OF TRAFFIC ENGINEERING

MULTI-MODAL & TRANSPORTATION PLANNER



Barbara is Toole Design's Director of Traffic Engineering for the Mid-Atlantic. She brings experience in traffic and transportation engineering and project management specifically in performing traffic analysis and delay calculations, traffic modeling, corridor studies, small area and master plan traffic support, and parking studies. She is also experienced in traffic safety, performing crash analysis, and leading pedestrian road safety audits. Barbara recently served as the Scholarship Chair for WTS Baltimore Chapter.

EDUCATION

Bachelor of Science, Civil Engineering and Engineering and Public Policy, Carnegie Mellon University

RELEVANT PROJECTS

Upper Westside CID Master Plan, Atlanta, GA
Port Covington Master Plan, Baltimore, MD
Montgomery County Pedestrian Road Safety Audit, Montgomery County, MD
Twinbrook Quarter Comprehensive Transportation Review, Rockville, MD

IAN LOCKWOOD, LIVABLE TRANSPORTATION ENGINEER

MULTI-MODAL & TRANSPORTATION PLANNING



In the 1990s, Ian was the City Transportation Planner for West Palm Beach, where he led some of the first arterial calming, road diet, and flush street projects in the country. Over the last 20 years, he has honed a design approach for maximizing walkability that he applies to projects at every scale. In 2005, Ian helped define the term "Complete Streets," an idea about inclusive design that has spread across North America. The "Path-as-Place" doctrine—that trails, corridors, and streets should be places rather than places to simply pass by— informs all of Ian's work, which includes designing flexible-use public spaces, the design of Main Streets, downtown revitalization initiatives, one-way to two-way street restorations, and highway removal projects. Ian is currently interested in popularizing design techniques so that ensure blind people can comfortably navigate and participate in the public realm.

EDUCATION

Loeb Fellow in Advanced Environmental Studies, Harvard University
Master of Civil Engineering, Carleton University
Bachelor of Civil Engineering, Carleton University

RELEVANT PROJECTS

Crystal City Transportation Plan, Arlington County, VA
Energy Corridor Master Plan, Houston, TX
Downtown Oakland Specific Plan, Oakland, CA
First/Ashley and William Street, Ann Arbor, MI
Lake City Downtown Master Plan, Atlanta, GA
Restoring Function to Young Circle, Hollywood, FL

SHERRY OKUN-RUDNAK, PRINCIPAL

MARKET ANALYSIS & ECONOMIC DEVELOPMENT



EDUCATION

Master of Arts, Economics, California State University, Sacramento
 Bachelor of Arts, Economic, Georgia State University

RELEVANT PROJECTS

LA Metro Joint Development Advisory, Los Angeles, CA
 LA County DPSS P3, Los Angeles, CA
 Long Beach Civic Center P3, Long Beach, CA
 MARTA I-20 East Expansion Equitable TOD Study, Atlanta, GA
 New York City M1 Hotel, New York, NY

Sherry Okun-Rudnak leads East Coast operations, working out of Atlanta. She specializes in affordable housing studies, practical real estate development advisory services, economic development support, market studies, financial feasibility analyses, and economic impacts analyses to BAE's clients. Sherry recently led an Equitable TOD analysis for the Metropolitan Atlanta Rapid Transit Authority (MARTA), in Atlanta, GA. MARTA is planning to develop a new transit line. As part of this effort, Sherry conducted a market analysis and prepared development feasibility testing to promote development policies that minimize displacement of existing residents and support local job creation. Sherry is assisting LA Metro in negotiating joint development projects along three rail lines. As part of this assignment, she is evaluating projects to enhance feasibility and ground lease payments and prepared a Term Sheet for use on affordable housing projects. She also recently assisted the City of Long Beach on negotiating its P3 Civic Center including a new City Hall, Port Headquarters, Main Library, Lincoln Park, and new private development. She is part of the team working on the Parker Center P3 advisory work for the City of Los Angeles and is assisting LA County with negotiating with private developers to deliver a new DPSS office in the Downtown LA Arts District.

MARY BURKHOLDER, ASSOCIATE PRINCIPAL

MARKET ANALYSIS & ECONOMIC DEVELOPMENT



EDUCATION

Master of Community Planning, University of Maryland
 Bachelor of Arts, Political Science, University of Michigan

RELEVANT PROJECTS

Alexandria Route 1 South Economic Analysis, Alexandria, VA
 Chesapeake Redevelopment and Housing Authority Strategic Master Plan, Chesapeake, VA
 South Baltimore Industrial Study, Baltimore, MD
 Rechler Equity Partners Multifamily Market Study, Suffolk County, NY
 South Fulton Economic Development Strategic Plan, South Fulton, GA
 Bristol Redevelopment and Housing Authority, Bristol, VA

Mary is an expert in affordable housing, economic development, transit-oriented development, market and feasibility analysis, and public finance. She brings over 20 years of experience working as a consultant, and for organizations in the public and non-profit sectors. She is an Associate Principal and leads BAE's Washington, DC office. Mary is a hands-on leader and advisor, with a broad portfolio of project experience that includes: a financial feasibility analysis of alternative development scenarios for mixed-income housing development in Alexandria, VA; an economic impact analysis of a large new corporate headquarters locating in the Washington DC area; market and financial analyses for Chesapeake Redevelopment and Housing Authority's properties, a market analysis and redevelopment strategy for an industrial area in Baltimore, MD; an economic development strategy for South Fulton, GA; a financial feasibility analysis for a transit-oriented development in Odenton, MD. Prior to joining BAE, Mary served in leadership roles in economic and community development including: Senior Vice President of the Anne Arundel Economic Development Corporation, Senior Vice President of Housing and Economic Development for the Local Initiatives Support Corporation (LISC) in New York, and Director of the Maryland Community Development Administration (the state's housing finance agency).

BILAL ALI, MCP

MARKET ANALYSIS & ECONOMIC DEVELOPMENT



EDUCATION

Master of Community Planning, University of Maryland
Bachelor of Arts, Political Science, Minor in Mathematics,
University of Rochester

RELEVANT PROJECTS

Annapolis Comprehensive Plan, Annapolis, MD
South Fulton Economic Development Strategic Plan, South
Fulton, GA
Fiscal Impact Analysis, Various Locations
Financing Strategy Studies, Various Locations
Site Analysis for Purple Line, Takoma Park - Langley Park, MD
Harford County Fiscal Impact Analysis, Harford County, MD

Bilal, who joined BAE in November 2019, has expertise in economic development, fiscal impact analysis, and quantitative research methods. He is an Associate in BAE's Washington, DC office.

Since joining BAE, he has helped to prepare a housing market analysis for Bristol, Virginia, market and fiscal analyses for Annapolis, MD, and an economic development strategic plan for South Fulton, Georgia. Prior to joining BAE, Bilal worked as an analyst for a consulting firm in the Washington area that specializes in fiscal impact analysis, impact fee studies, and infrastructure financing reports. He worked on projects for local government clients in Arizona, Colorado, and Maryland.

Bilal has strong research and analytical skills. He is adept in using ArcGIS and SPSS for research and analysis.



RELATED PROJECTS

For 30 years, MKSK has been working with communities to plan, design, and realize unique downtown districts and neighborhoods – neighborhoods that are built on the stories and creativity of the people, structures, and history of those places. We are unapologetically proud of the life, authenticity, economic energy, and community pride our work engenders in the places we work



SEE OUR PROJECT ~~EXAMPLES~~



MKSK TOOLE DESIGN

REFERENCE

Upper Westside CID
Elizabeth Hollister
Executive Director
678.827.9990

PROJECT COMPLETION

On-going

UPPER WESTSIDE CID MASTER PLAN

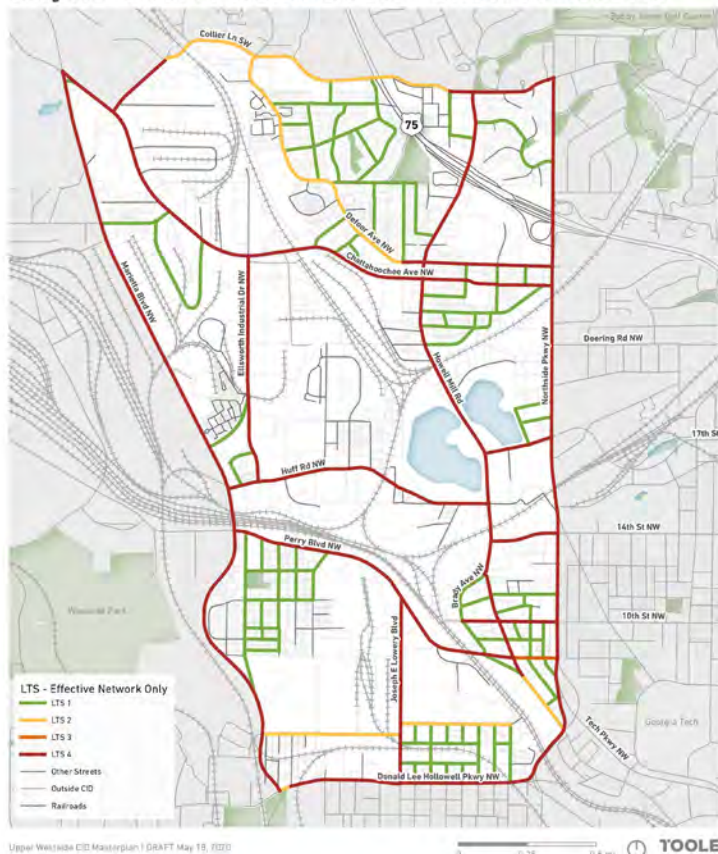
ATLANTA, GEORGIA

MKSK is leading a multidisciplinary team of Planners, Urban Designers, Landscape Architects, Economic Advisors, and Traffic Consultants to prepare the inaugural Master Plan for the Upper Westside Community Improvement District. This comprehensive and critical assessment will be driven by a strong, aspirational, and shared vision and will include a clear roadmap to guide decision-making and investment. The ten-month innovative planning process embraces an approach to community engagement that is both sustained and inclusive. Key questions that will be addressed through this study include:

- What are the unique strengths of the Upper Westside and how do we leverage those strengths to ensure the long-term vibrancy of the district?
- How do we provide safe and legible connectivity from the Upper Westside to surrounding neighborhoods, campuses, and destinations, such as the Westside Park or the Georgia Tech campus?
- What are the opportunities to create or repurpose green assets within the district, such as the Waterworks Greenspace?
- How do we grow and maintain connections to the transit and transportation networks which connect the Upper Westside to the larger metropolitan market?
- In the midst of explosive growth, how do we create and maintain a livable urban environment: green, walkable, safe, and beautiful?
- How can the Upper Westside be a model for inclusive growth and equitable development?



Bicycle Level of Traffic Stress - Effective Network



Toole Design was part of the multidisciplinary MKSK team hired by the Upper Westside Community Improvement District to create the district's first ever master plan by establishing a compelling, cohesive vision for this rapidly growing area and outlining a series of projects that will improve mobility, expand greenspace, guide development, and foster a vibrant local economy.

The Toole Design team is leading the multimodal transportation analysis and recommendations for the master plan, with the goals of creating low-stress pedestrian and bicycle connections, alleviating congestion, improving the transit experience, and preparing infrastructure to absorb additional growth. The disconnected road network, high traffic volumes, narrow right-of-ways, freight conflicts, poor sidewalk conditions, lack of bicycle facilities, and railroads dividing neighborhoods are key problems to be addressed through the plan.

Toole Design is conducting a bicycle level of traffic stress analysis, destination-origin analysis, and Vision Zero alignment. In addition, they are supporting the zoning code recommendations to ensure critical future connections are created as properties redevelop. Toole Design is working closely with the client, CID board, business owners, and community members to understand stakeholder concerns and aspirations through site visits, board meetings, stakeholder interviews, online engagement activities, and neighborhood meetings. This project is currently underway and is will be completed by the end of 2020.



MKSK

CREATIVE PLACEMAKING PLAN FOR NORTH POINT AREA (LIVABLE CENTERS INITIATIVE)

ALPHARETTA, GEORGIA

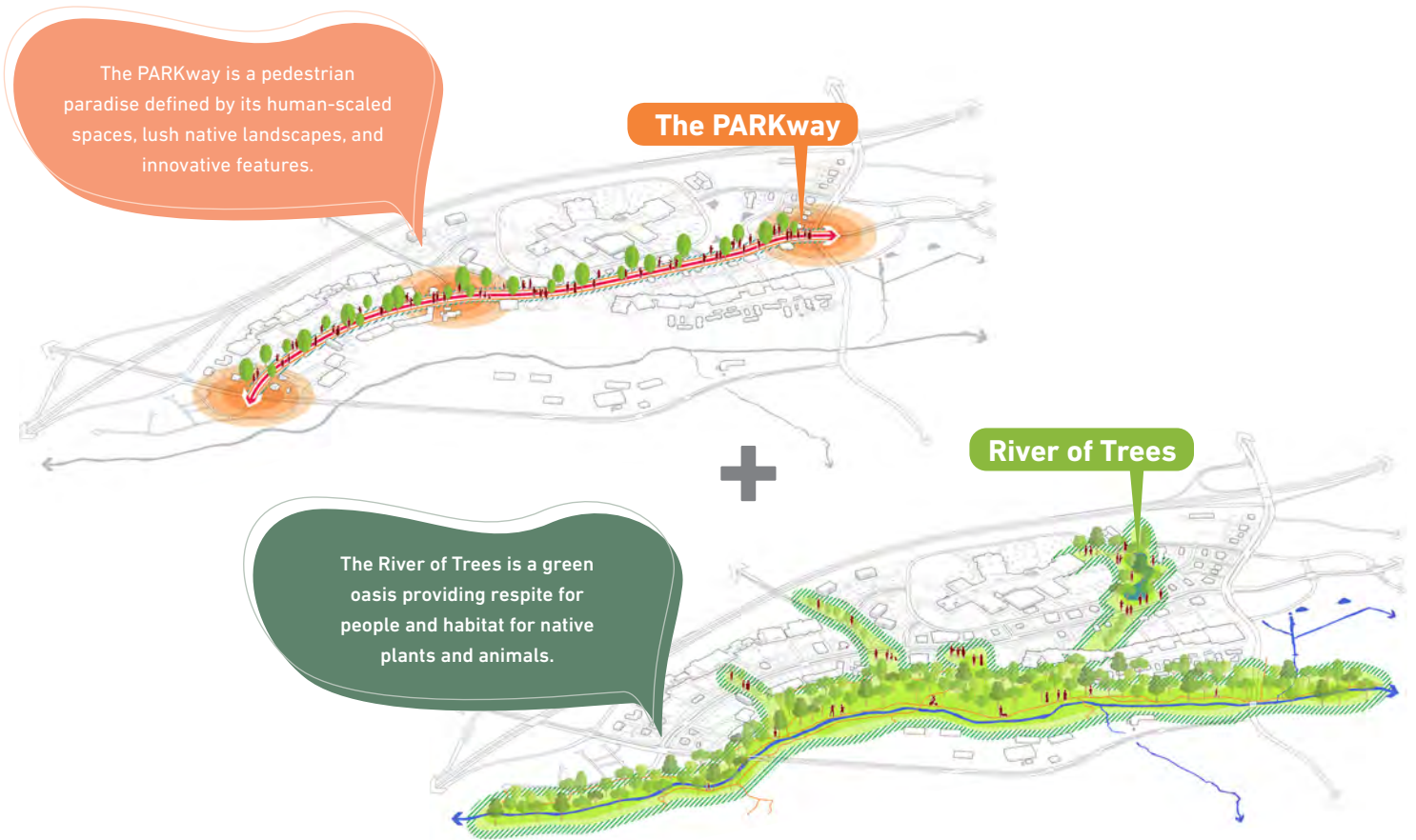
REFERENCE

Kathi Cook
Community Dev. Director
City of Alpharetta
678.297.6073

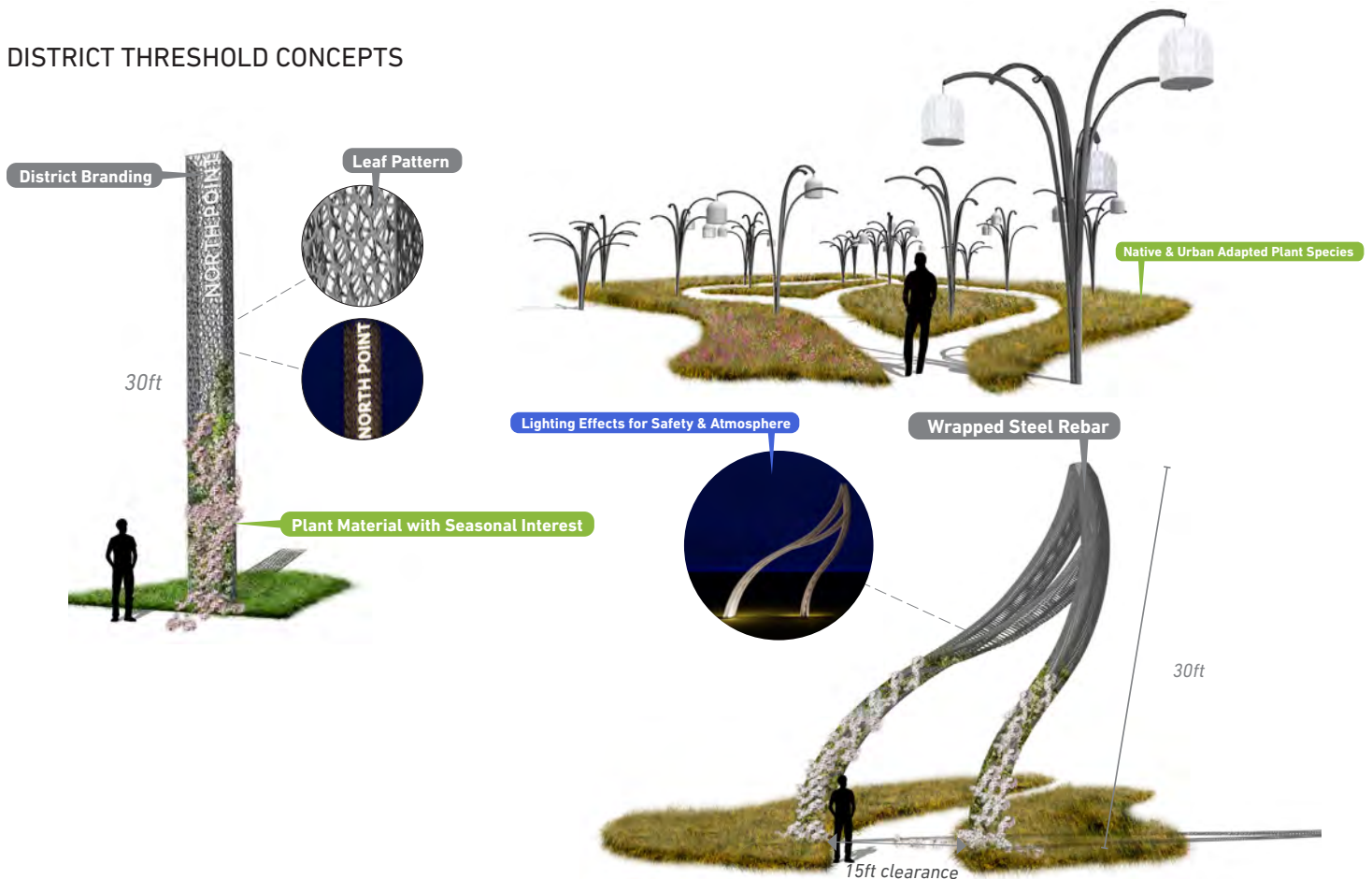
PROJECT COMPLETION

2019

MKSK worked with the City of Alpharetta and North Point property owners to consider the district and develop a plan to uncover its true potential as a mixed-use center at the heart of a growing regional economy with significant opportunities for redevelopment, recreation, and cultural celebration. Working closely with stakeholders and the community, MKSK prepared a Creative Placemaking Plan to stimulate investment, enhance safety, and improve walkability along the North Point Parkway and throughout the district. The study provides recommendations for streetscape enhancements, wayfinding signage and monumental features, and the integration of smart technology into the public realm, all of which will encourage walkability and provide for the safe movement of pedestrians, bicycles, and vehicles throughout the North Point area. The plan recommends a diversity of creative uses of underutilized spaces and public art opportunities to enrich the district's environment and transform it into an interactive destination for residents and visitors alike. With access to transportation options, housing choices, community activity centers, and public spaces, North Point will be positioned to become a desirable, livable community within the Atlanta metro area.



DISTRICT THRESHOLD CONCEPTS





REFERENCE

Kathi Cook
Community Dev. Director
City of Alpharetta
678.297.6073

PROJECT COMPLETION

Ongoing

NORTH POINT AREA & ALPHA LOOP TRAIL FEASIBILITY STUDY ALPHARETTA, GEORGIA

MKSK is working with the City of Alpharetta to explore a critical bicycle and pedestrian connection between the community's premier trail assets, planned transit hub, and blossoming mixed-use retail destination. The Alpha Loop, Alpharetta's signature pedestrian and bicycle trail, connects destinations and amenities within the City providing a catalyst for economic development, a signature quality-of-life amenity, and a step towards transportation equity within the community.

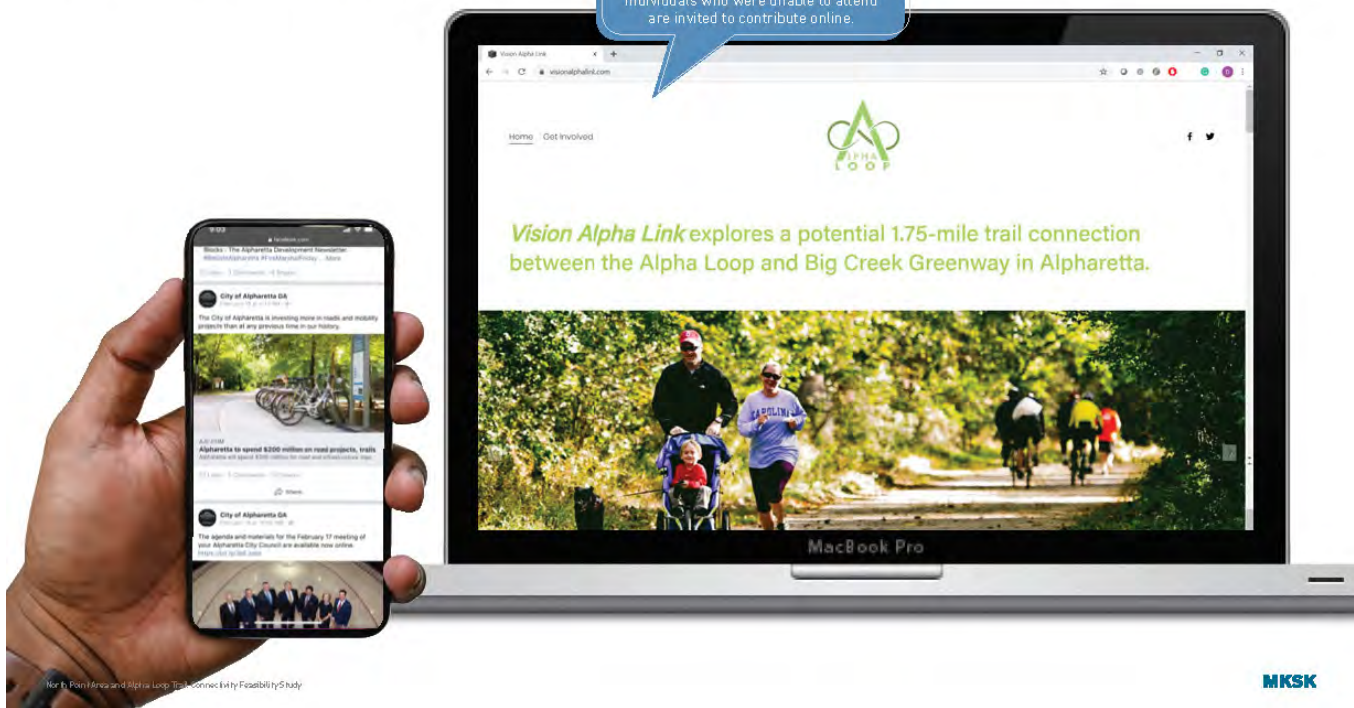
The value of this trail system is significant for internal trips within Alpharetta (i.e., linking Avalon with Downtown Alpharetta), but also has tremendous potential benefit for its ability to enhance regional connectivity. The long-range plans for the extension of Path 400 Greenway would provide a link between North Fulton and Atlanta; and the Alpha Loop's location along GA 400 makes this future link a critical piece of transportation infrastructure. Likewise, the Big Creek Greenway is a 20 mile, multi-jurisdictional trail connecting Alpharetta residents and employees to adjacent communities along the Big Creek. The Feasibility Study examines the potential link of the Alpha Loop to the Big Creek Greenway, closing a critical gap between two of the communities most beloved and well-used amenities. Lastly, the Feasibility Study seeks to enhance regional connectivity and multi-modal transportation through a planned link to the future MARTA BRT service along GA 400, which currently is conceived with a transit center in the North Point Mall area. This link strengthens Alpharetta's connection to the wider metropolitan labor market and also potentially streamlines the commute pattern of residents working outside of the City.

The project includes a robust community engagement process that has already exercised creative solutions to maintaining social distancing, including a Virtual Public Meeting (www.visionalphalink.com) where residents can share their visioning ideas through a series of online exercises. Future engagement opportunities include a planned tactical urbanism event and a gathering at the conclusion of the study to celebrate the progress made during the community planning effort and build momentum for the new vision. The overall goal for the Alpha Link is to help Alpharetta become a more vibrant, equitable, livable community.



Project Website & Social Media

The planning team will work with the City to leverage and expand upon their existing web-based assets. Interactive online activities will be coordinated with in-person events so individuals who were unable to attend are invited to contribute online.



MKSK



MKSK

REFERENCE

City of Lancaster
 Flip Hutfles, City Administrator
 808.289.1699
shutfles@lancastercitysc.com

PROJECT COMPLETION

2020

DOWNTOWN REVITALIZATION PLAN

LANCASTER, SOUTH CAROLINA

MKSK led a team of planners, architects, urban economists, and marketing specialists on the development of a master plan for the revitalization of historic downtown Lancaster, South Carolina. The primary goals of the year-long planning process were to craft a clear vision for the revitalization of the district and assist the client with short-term implementation to ensure the achievement of the vision.

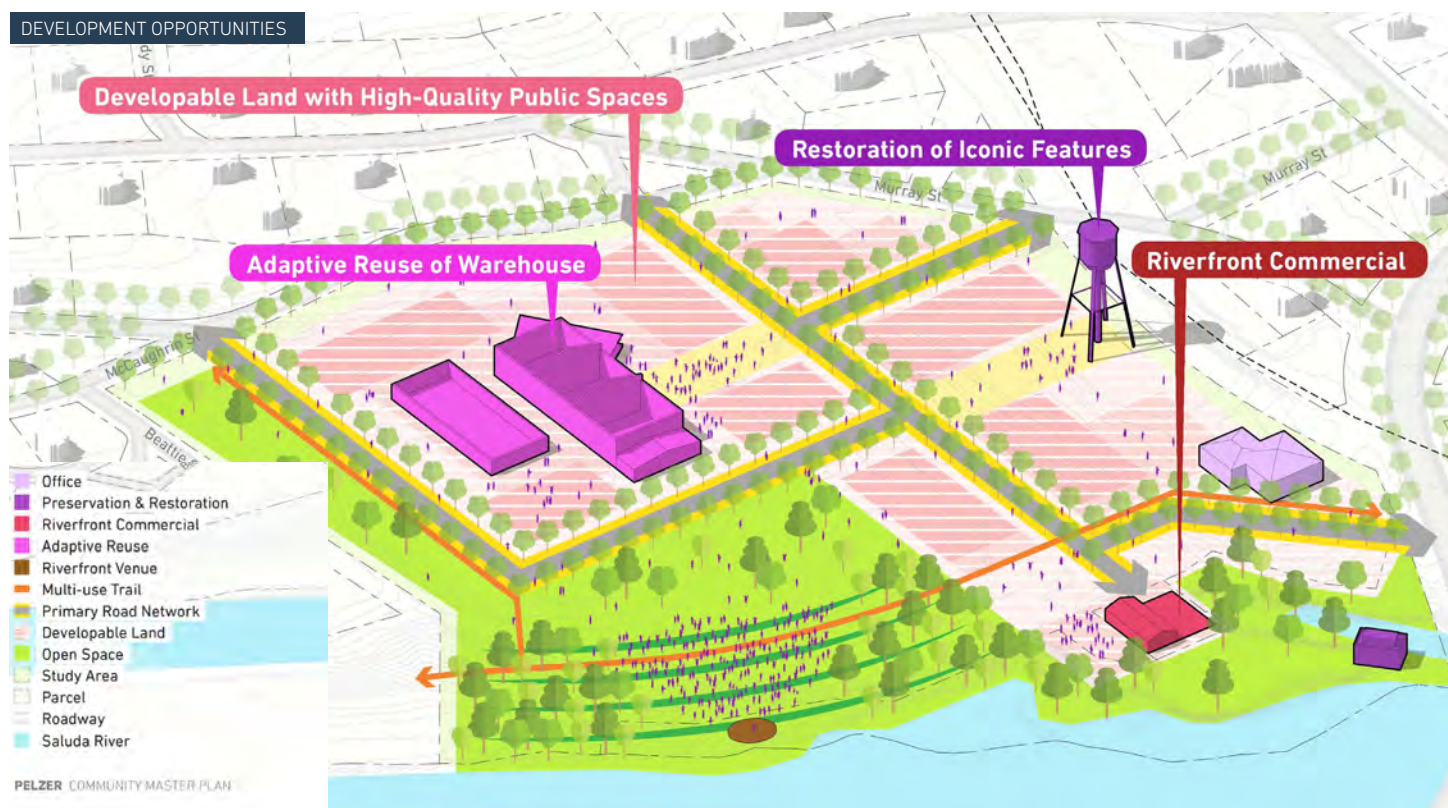
MKSK worked closely with city staff, local stakeholders, appointed and elected officials, and the citizens of Lancaster to develop project goals, priorities, and major revitalization initiatives. In fact, MKSK partnered with a local non-profit to host small-scale community workshops and salons to generate awareness of the project and solicit valuable input from often marginalized populations. In all, the project included twenty-two community meetings and an online survey that provided the foundation for many of the plan's recommendations, including housing, business, and public space strategies.

Upon completion of the project, the city quickly adopted the plan and is now working on implementing many of its recommendations. In the short term, the city is revising its policy framework, establishing a downtown development authority, and partnering with property owners and investors to advance adaptive reuse and residential concepts. In the coming years, the city intends to cultivate and leverage new partnerships and expects to design and construct a recommended signature downtown park and festival street.

GUIDING PRINCIPLES

1. Establish a unique and memorable district brand identity rooted in Lancaster's rich history and cultural assets.
2. Reposition Downtown Lancaster as a lively and accessible live-work-play district.
3. Focus on strengthening and revitalizing Downtown Lancaster's built environment.
4. Promote strategies that attract and retain talent while fostering redevelopment and growth.
5. Create an action-oriented plan that capitalizes on Downtown Lancaster's current momentum and maximizes it's future potential.
6. Invite the community to help shape the future of Downtown Lancaster through a transparent and participatory planning process.





MKSK

COMMUNITY MASTER PLAN

PELZER, SOUTH CAROLINA

REFERENCE

Anderson County, SC
Steve Newton
Govt. Affairs Director
864.260.1010
snewton@andersoncountysc.org

PROJECT COMPLETION

2019

The Town of Pelzer is a recovering textile community nestled along the Saluda River in Upstate South Carolina. In recent decades, the community has struggled to maintain its economic base, and the large mills that once stood along the river's edge have been demolished. As part of a larger effort to reverse this decline, MKSK facilitated a five-month-long planning process with residents and stakeholders to reimagine Pelzer and develop a long-term vision for the town's future.

As part of the planning process, MKSK conducted extensive site work, stakeholder interviews, a design charrette, and multiple public open house meetings to understand the potential of the community in terms of its economy, ecology, and social capital. Project recommendations included a vision for the riverfront as linear park, redevelopment alternatives for the historic mill sites, streetscape concepts and reimagined town green, and rehabilitation strategies for the town's historic housing stock. Furthermore, plan recommendations included a "100-Day Action Plan" to outline low-cost, high-impact, short-term steps the town and its partners could take to generate enthusiasm and build confidence in the plan.

The Pelzer Community Plan intentionally delivers short and long-term benefits to the town. In the short term, the plan provides the foundation for grant applications and a guide to redevelopment for public agencies and private investors. The plan also offers a short-term work plan for the town council and outlines potential projects and initiatives for residents and stakeholders to undertake. In the long term, the community plan sets the stage for the redevelopment of significant sites and the development of partnerships for the town to cultivate over the coming years.





MKSK

DOWNTOWN BLACKSBURG STRATEGIC PLAN

BLACKSBURG, VIRGINIA

REFERENCE

Town of Blacksburg
 Marc Verniel, Town Manager
 (former)

PROJECT COMPLETION

2018

As Virginia Tech's student enrollment has steadily increased, the Town of Blacksburg has felt the pressures of its geographical limitations – surrounded by mountains and remote from other population centers. Even with the construction of off-campus housing for students, supply has not kept up with demand, and students have spread out to live in all parts of town. The resulting increase in housing values has driven much of the non-student population to the outskirts of town and away from its core. It has also discouraged the growth of local business, as employers have found it difficult to attract and retain employees. These challenges are most acute in Downtown Blacksburg. Centered around Main Street and bordering Virginia Tech's campus, Downtown is an important community space, but the relatively low density of downtown development, its lack of housing appropriate for non-students, and limited multi-modal options has limited its potential.

MKSK was hired to assist lead firm Development Strategies in developing a visionary master plan for Blacksburg's Central Downtown area as the key focal point of the strategic plan. The plan identifies opportunity sites for market-driven development—balanced with historic preservation—and critical public improvements, including a new centrally-located public parking garage. The plan also illustrates the incredible opportunity for Blacksburg to transform its downtown streets and public spaces into high-quality, pedestrian and bicycle-friendly thoroughfares and gathering places, thus increasing the value of downtown properties, catalyzing private investment, and creating a place that truly represents the heart of the community.





MKSK

UPTOWN WESTERVILLE COMPREHENSIVE PLAN
WESTERVILLE, OHIO

REFERENCE

City of Westerville
 Bassem Bitar, AICP, Planning
 Manager
 614.901.6658
 bassem.bitar@westerville.org

PROJECT COMPLETION

2018

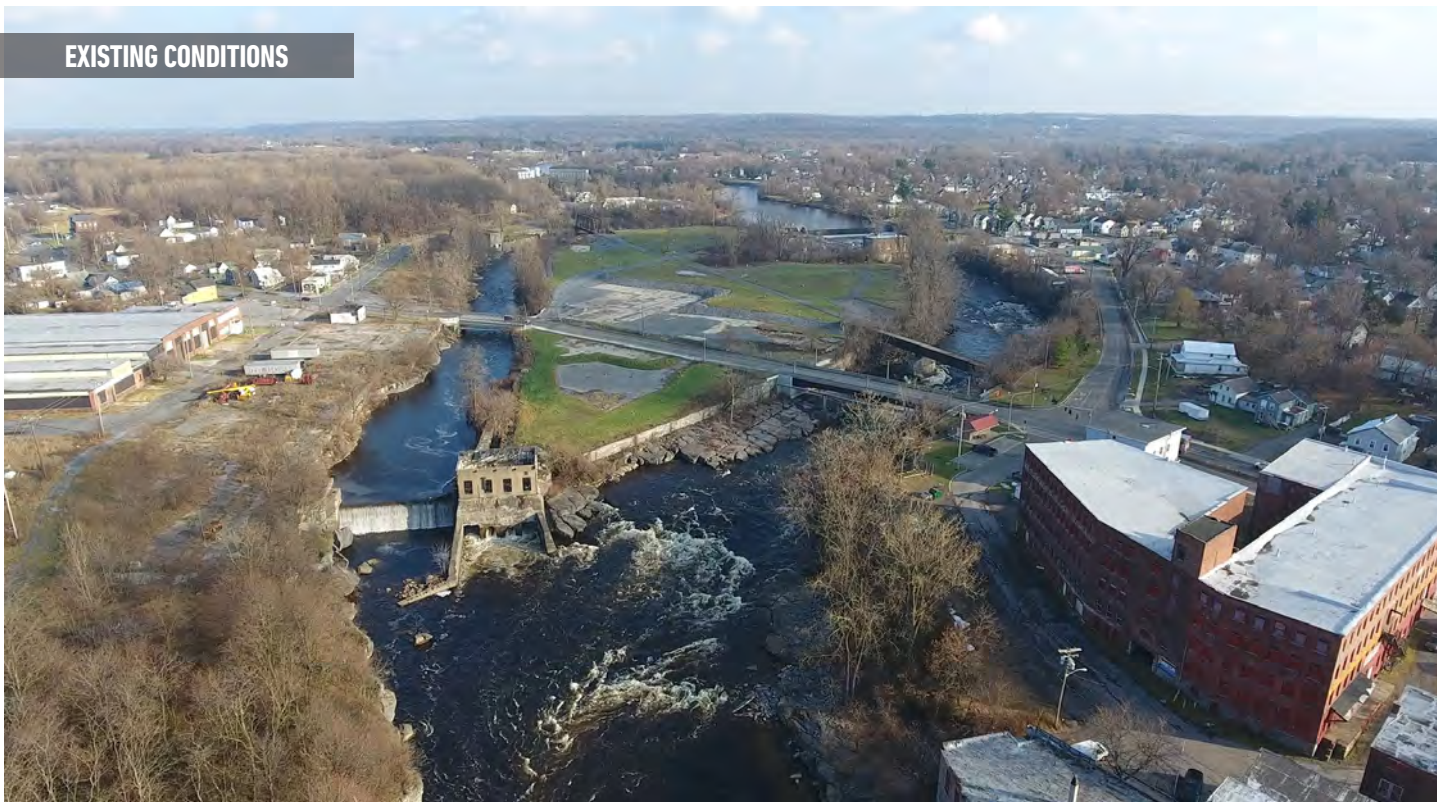
Uptown Westerville represents one of the best preserved and prosperous historic town centers in Central Ohio. Decades of involved community members and active public figures have helped create a unique downtown that other communities in Central Ohio can only attempt to emulate. While, to date, Uptown has been very successful in preserving and fostering Westerville’s historic downtown, it lacks a comprehensive document to help guide future growth and development. The 2013 Uptown Westerville Comprehensive Plan provides this by evaluating the district’s existing conditions, exemplifying its strengths, and proposing catalytic projects and potential planning tools to address its challenges. By planning for the future, Uptown can ensure its continued success as the community core of the City of Westerville.

The planning process was guided by a Steering Committee of residents, property owners, and business owners. Analysis of the study area resulted in recommendations for new civic spaces, infill development, and streetscape and transportation improvements including a new alley system, dedicated pedestrian vias; and bike improvements including important connections and improved amenities.

In addition to the guidance of the Steering Committee, public input via stakeholder interviews, public meetings, and an interactive public input website helped to ensure that the final plan addresses the immediate concerns and needs of Uptown, while also advancing the interest of those in Uptown and the Westerville community. This plan will serve as a guiding document for city officials, employees, and any future developer of the Uptown area.



EXISTING CONDITIONS



MKSK

SEWALL'S ISLAND REDEVELOPMENT PLAN

WATERTOWN, NY

REFERENCE

City of Watertown
Michael Lumbis, Planning
& Community Development
Director
315.785.7740
MLumbis@watertown-ny.gov
On-going

PROJECT COMPLETION

Ongoing

Watertown, NY sits along the scenic Black River and is the largest city within the Northern New York region. The Black River, running through the heart of the city is home to numerous rapids and fed industry in the city for years. Sewall's Island and Factory Square are two former industrial sites adjacent to the Black River about a half mile from the center of Downtown. Former factory sites, primarily vacant today, have offered the city a unique opportunity for redevelopment within the downtown area that has potential for a variety of uses. MKSK was selected to lead the redevelopment planning effort for the area and the project is currently underway. The plan will focus on reusing any historic structures within the study area, creating opportunities for new development, new and improved riverfront park space, and increased access to the Black River and its rapids for kayaking and whitewater rafting. The visioning process will work with the city to also identify possible project partners to work with during the plan's implementation.

PHASE 3: DEMAND-INDUCED DEVELOPMENT





MKSK VAN AKEN DISTRICT SHAKER HEIGHTS, OHIO

REFERENCE

Paul Deutsch
Bialosky + Partners
City of Shaker Heights
216.752.8750

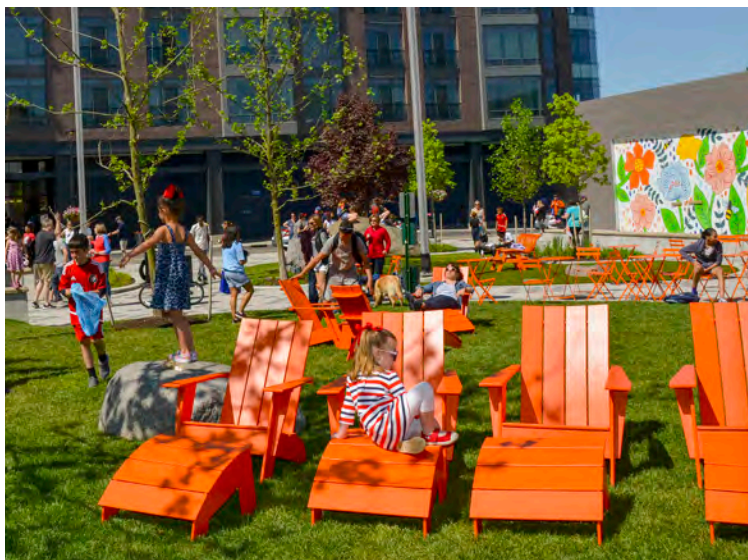
PROJECT COMPLETION

2018

PROJECT COMPLETION

2019 National Planning
Achievement Award for Imple-
mentation- Gold
2019 APA Ohio Built Project
Award

The Van Aken District is a vertically mixed use, transit-oriented redevelopment consisting of residential, retail, and office in the heart of Shaker Heights, Ohio. The project has transformed an existing underutilized strip shopping center into a dense and vibrant neighborhood. The heart of the development, the centrally located "Living Room", provides an internal park element that is supportive of adjacent uses and provides space for seasonal community special events. Hardscape elements within the space celebrate the cultural history of Shaker Square, while the landscape character is designed to fit comfortably within the context of the community as a whole. MKSK provided full design services from concept design through implementation as part of a multidisciplinary team assisting the City.





MKSK

LIBERTY CENTER

LIBERTY TOWNSHIP, OHIO

REFERENCE

Justin Leyda
Development Director
Steiner + Associates
614.414.7300

PROJECT COMPLETION

2015

OUTCOMES

2017 ICSC Global Award for US
Design & Development

Liberty Center is a 64-acre mixed-use new town center for Liberty Township. Liberty Center has created a dense, urban-type environment, with retail, entertainment, hospitality and commercial development, and a true community center where people can gather. Opened in the fall of 2015, the development includes 1 million square feet of retail, dining, residential and office space.

MKSK worked with a multidisciplinary team including Torti-Gallas & Partners, RTKL, and KA Architects, to create an engaging and vibrant streetscape and parks system for visitors and residents alike within this mixed-use development, just north of Cincinnati. MKSK was also tasked with developing site amenities such as accessible and inviting fountains, grand wooden platform seating, as well as provide permanent and flexible performance spaces within each park that reflected the characteristics of the park and its surroundings.

MKSK, in conjunction with Hoerr-Schmidt Landscape Architects, was also tasked with documenting and refining the main rooftop landscape that connects the two parks over retail structure. The rooftop park includes meadows, water features, and public art pieces that reflect and enhance the character of the rooftop experience.





MKSK

REFERENCE

John Castile
(Former City Manager)
Executive Director,
Greenville County
Redevelopment Authority
864.242.9801
jcastile@gcra-sc.org

PROJECT COMPLETION

Ongoing

REEDY RIVER REDEVELOPMENT AREA & UNITY PARK GREENVILLE, SOUTH CAROLINA

Recognizing the important relationship between park planning and community development, MKSK and the City of Greenville have partnered on an innovative approach to equitable development and public space planning on the west side of Greenville, SC. The Reedy River Redevelopment Area (RRRA) is a 350 acre district in the historically African American neighborhoods of Southernside and West Greenville and is centered around the Reedy River. In a proactive approach to planning for flood hazards, real estate market pressures, and community needs, MKSK prepared a district plan for parks and open space in the Reedy River floodplain and an affordable housing and equitable development plan for the neighborhoods surrounding the river and future park. This comprehensive approach to parks and community planning provided the foundation for social and environmental equity in the culturally-rich neighborhoods west of downtown Greenville and also provided a model for urban floodplain management and green infrastructure.

Unity Park has several park features and amenities tailored for different age groups, play types, and accessibility needs. The Nature Playground began to take shape to respond to the natural elements already present within the park. Spread across three distinct zones within the riparian forest of the Reedy River, the nature playground will provide an accessible and welcoming environment for the children of Greenville and beyond. Each zone is connected by a series of nature paths encouraging exploration and discovery, while allowing children to connect with nature in an imaginative and creative way. While a highly active and dynamic environment, the nature playground features a variety of comfortable gathering spaces for parents and caregivers with the Reedy as their backdrop.



GREENVILLE UNITY PARK IN THE NEWS

ASLA THE DIRT:

"Unity Park Anchors Equitable Development in Greenville"

<https://dirt.asla.org/2018/08/21/unity-park-anchors-equitable-development-plan-in-greenville-south-carolina/>

FORBES:

"South Carolina Park Looks to Uncover & Mend City's Segregated History"

<https://www.forbes.com/sites/juansebastianpinto/2018/08/21/south-carolina-park-looks-to-uncover-and-mend-citys-segregated-history/#474f7d627fed>



MKSK

LAWRENCEBURG CIVIC PARK

LAWRENCEBURG, INDIANA

REFERENCE

City of Lawrenceburg
Kelly Mollaun, Mayor
812.532.3500

kmollaun@lawrenceburg.in.gov

PROJECT COMPLETION

2019

Serving as the design and planning lead, MKSK worked with the City of Lawrenceburg on the revitalization of 2.5 acres in the heart of their riverfront downtown. MKSK led an effort to deliver a scope from concept to construction and worked closely with City Officials and Key Stakeholders to develop a responsive program and engaging urban space. The conceptual design of this urban plaza integrates the surrounding cityscape into a catalytic destination for the community of Lawrenceburg. Informed by a comprehensive community engagement process, the park serves the needs of the public and envisions redevelopment opportunities of the surrounding land parcels.

Design inspiration for the space is derived from the braiding waters of the Ohio River and the flowing soundwaves of the existing concert series that has reintroduced downtown to the surrounding neighborhoods. Narrowed walkable streets are lined with patterned paving and plantings that create a permeable edge to the plaza, carving out space for viewing performances, picnicking, kite flying, and passive recreation. Amenities include a pavilion that integrates into the overall site design, a series of water features that transition from a sheeting table of water to a band of interactive pop up jets, perimeter cafes for dining and observing, playscape, food truck alley, event/accent lighting, and sculpted planters with integrated seat walls. The park is expected to fill a critical need in the city's existing public open space, promote development of the entertainment district, and become a regional destination as an outdoor entertainment venue.





MKSK

DOWNTOWN STREETScape MASTER PLAN & IMPLEMENTATION

LEXINGTON, KENTUCKY

REFERENCE

Harold Tate
Former Executive Director
Lexington-Fayette Urban County
Government
859.608.5183

PROJECT COMPLETION

Master Plan - 2008
Implementation - 2011

OUTCOMES

2011 ACEC Engineering
Excellence Honor Award
2011 ACEC-KY Engineering
Excellence Honor Grand Award
2010 OCASLA Honor Award
2010 AIA Cincinnati COTE
Sustainability Award
2009 IDA Award of Distinction
2009 APA-KY Outstanding Plan

The Lexington Downtown Streetscape Master Plan established a strategy and guidelines for the incremental transformation of Downtown Lexington’s public realm. The goal of the plan was to restore a pedestrian-friendly and inviting environment to the Downtown district’s streets and public spaces. The master plan creates better connected urban spaces within Downtown and the adjoining neighborhoods through the development of a “Complete Streets” strategy, as well as establishes on-street pedestrian spaces that support outdoor dining, entertainment, and cultural activities and incentivize private investment within the Downtown.

Phase One of Lexington’s Streetscape Master Plan involved major downtown roadway corridors, focusing on streetscape improvements and green infrastructure. Also included was the renovation of Cheapside Park and construction of the new Market Pavilion, a covered performance, outdoor dining, and event space.

Completed on a rigorous schedule, the project involved state and federal funding as well as substantial coordination between the local client, KY Department of Highways, and Federal Highway Administration (FHWA). Construction administration services included consultation with local, state, and federal officials responsible for evaluation of an FHWA “Right-to-Experiment” associated with a “Floating Bike Lane” along one of the corridors.

Traffic modeling and roadway modifications were part of a “complete street” initiative that includes new bicycle facilities, bus and trolley stops, on-street parking, and loading spaces. The design of underground utilities, curb alignments, and signal infrastructure supports the future conversion of one-way streets to two-way while reducing the overall width of pavement cross-sections.



ATLANTA REGIONAL COMMISSION SAFE STREETS FOR WALKING & BIKING & COMPLETE STREETS WORKBOOK

ATLANTA, GEORGIA

REFERENCE

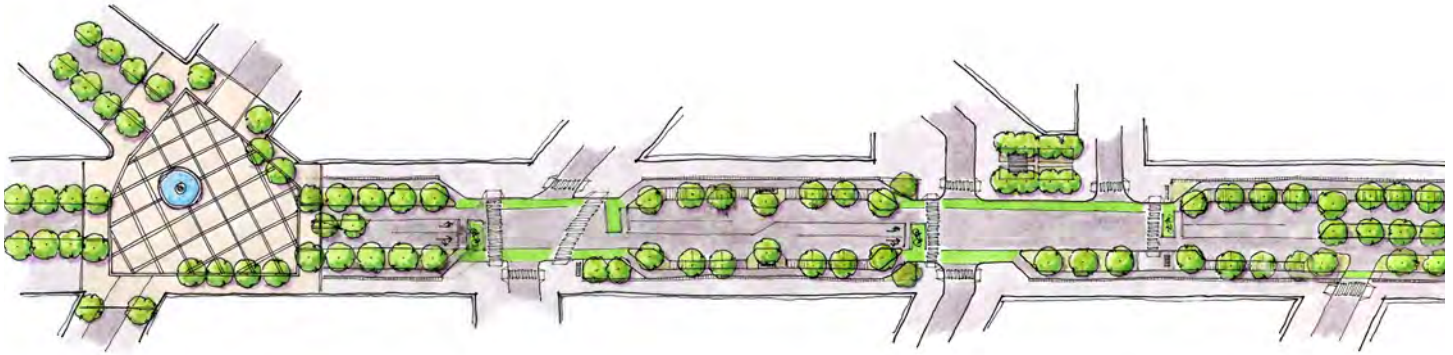
Byron Rushing
Bicycling & Walking
Program Manager
Atlanta Regional Commission
404.463.3100

PROJECT COMPLETION

2018

Toole Design worked with the Atlanta Regional Commission (ARC) to develop two policy documents to support the region's active transportation plan, Walk.Bike Thrive! The first, Safe Streets for Walking and Biking, established a regional approach to eliminating fatal and serious injury crashes by using a Safe Systems approach. Toole Design worked with ARC and regional leaders to identify roadway characteristics associated with an increased risk for fatal and serious crashes involving pedestrians and bicyclists. We also helped identify three specific high-risk corridors within the Atlanta region for additional analysis and held discussions with residents and business owners along these corridors. The result was a data-driven document that included a risk assessment map for the region and identified evidence-based countermeasures that would use a Complete Streets framework to eliminate risk factors on the region's roads.

After Safe Streets for Walking and Biking, we worked with ARC to create a Complete Streets Workbook. Developed over the course of nine months, the workbook guides local agencies, private consultants, and ARC staff to ask critical questions about their roadways and identify design solutions to make suburban roads better for walking and biking. The Complete Streets Workbook is oriented around common questions raised in the region, and it gives the user tools to inform project development and identify appropriate countermeasures.



REFERENCE

City of Oakland
Joanna Winter, AICP, Planner II
510.238.2166
jwinter@oaklandnet.com

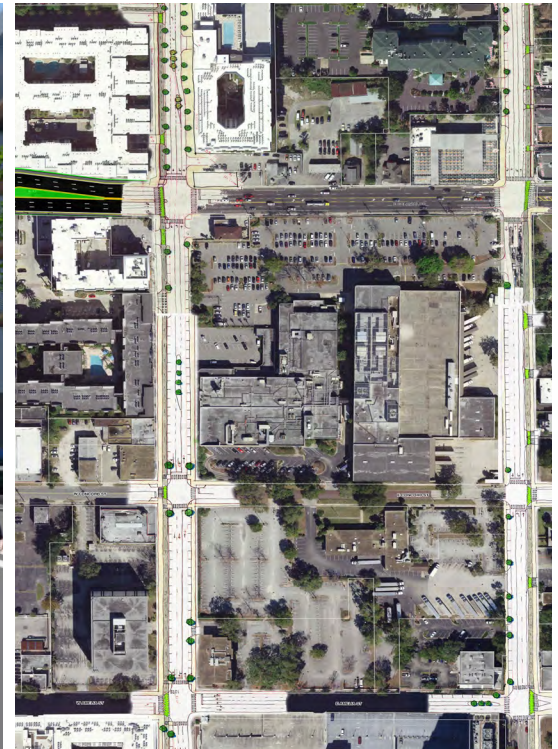
DOWNTOWN OAKLAND SPECIFIC PLAN

OAKLAND, CALIFORNIA

As part of its efforts to create a new Downtown Specific Plan, the City of Oakland, CA undertook a multidisciplinary charrette-based process involving agencies, stakeholders, and the general public to form a feasible vision for downtown. The Plan provides integrated policies and design direction linking land use, transportation, economic development, housing, public spaces, cultural arts, and social equity.

Toole Design's role was to develop creative and place-based transportation strategies and designs to support this vision. Toole Design analyzed and developed active transportation recommendations and first/last mile connections from BART to major destinations in the specific plan, particularly around the newly planned Oakland A's stadium in Jack London Square.

The Downtown Oakland Specific Plan advances a "new normal" for streets and open spaces by restoring two-way operation on one-way streets and developing Complete Street designs that prioritize walking. The Plan also specifically creates dedicated cycling facilities, right-sizes overly wide streets, replaces I-980 with a boulevard and connected street network, rationalizes highway ramps to be less intrusive, advances bus priority, proposes an additional rail-based transit tunnel, and emphasizes pleasing experiences and navigability for pedestrians with mobility and sight impairments.



REFERENCE

City of Orlando
 Ian Sikonia, Senior Planner-Bike/
 Ped Coordinator
 407.246.3325
ian.sikonia@cityoforlando.net

NORTH QUARTER ORLANDO PLAN ORLANDO, FLORIDA

Over the last 20 years, the North Quarter has transformed from a sparsely developed, uninviting no-man's land between downtown and I-4, into a thriving, walkable, mixed-use community. This transformation has resulted in further reinvestment, a strong new tax base, and exciting opportunities for iconic civic and cultural enhancements. Toole Design partnered with Canin Associates for this project. With the City and Canin Associates' leadership, we facilitated a series of design charrettes to explore restoring two-way operations on Orange Avenue and Magnolia Avenue, from the Ivanhoe Boulevard area to just south of Colonial Drive. Prior studies had shown that two-way operations were technically feasible, so the objective of this effort was to engage with stakeholders to determine the community's sentiment, bring the concept to a functional design level, and achieve informed consensus.

Toole Design assisted in developing schematic street section plans, intersection designs, and designs for wider sidewalks and separated bicycle facilities. As one of our deliverables, we drew the entire study area to scale. This required the design team to consider all of the connections, intersections, the transition to the I-4 ramps, the east-west relationships south of Lake Ivanhoe, the transitions to the one-way streets in the balance of the downtown, and additional separated bike facilities.

The City of Orlando's intent was to change Orange and Magnolia to be public spaces where users have positive experiences. This project prioritized the most vulnerable users of the street: pedestrians, cyclists, and transit users. It also focused on the economic development potential and the existing residences and businesses along the corridors. Special care was taken between Colonial Drive and Amelia Street to allow the North Quarter project to be implemented as a stage prior to designing the downtown streets as two-way.



TOOLE
DESIGN

REFERENCE

Amber Miller, AICP
Capital Projects Manager
Ann Arbor Downtown
Development Authority
734.997.1352

PROJECT COMPLETION

2019

FIRST, ASHLEY, WILLIAM STREET CORRIDOR REDESIGN

ANN ARBOR, MICHIGAN

This project aims to restore two-way travel operations on First Street and Ashley Street in downtown Ann Arbor, MI. It is also considering the feasibility of providing bicycle facilities on First Street, Ashley Street, and William Street. These projects' goals support slower vehicle speeds, encourage development, and provide safer, more comfortable travel options in Ann Arbor.

First and Ashley are currently one-way pairs, each with two travel lanes in one direction. This configuration is the result of a by-pass routing scheme laid out the 1970s that encouraged higher vehicular travel speeds and cut-through for vehicles downtown. First Street will have a two-way separated bicycle facility, tying into a planned recreational facility nearby. A road diet is proposed for William Street, which will be reduced to one vehicular travel lane in each direction. The road diet will provide space for a two-way separated bicycle facility and is a proven countermeasure aimed at reducing the number of angle and sideswipe crashes on the corridor. There will also be on-street parking introduced where feasible. Toole Design led the traffic engineering and non-motorized roadway design for these corridors, including Synchro modelling, SIMtraffic, and StreetLight Data evaluation to ensure the reconfigured roadway network aligns with the City's goals. Toole Design conducted two discovery and design charrettes to learn about neighborhood needs, determined the feasibility of the design, reviewed all traffic data, and provided urban design for all the corridors and intersections within the study area. Along with conceptual street designs, Toole Design completed a feasibility report evaluating the capacity analysis, a bicycle level of traffic stress analysis, and a safety analysis.



bae urban economics
sant francisco | los angeles | sacramento | washington dc | nyc

REFERENCE

City of South Fulton
 Christopher Pike
 Director of Economic
 Development
 470.366.0541
 christopher.pike@
 cityofsouthfultonga.gov

PROJECT COMPLETION

April 2019 - January 2020

SOUTH FULTON ECONOMIC DEVELOPMENT STRATEGIC PLAN

SOUTH FULTON, GEORGIA

BAE recently prepared a strategic economic development plan for the City of South Fulton, GA. The City of South Fulton, with an estimated 2019 population of 100,176, became a city in 2017. The economic development strategic plan is the first economic development plan for the new city.

The first part of the plan is an assessment of economic conditions and trends. This assessment includes a real estate conditions report covering residential, retail, office and industrial real estate. This includes a detailed review of residential sales and rental trends as well as sales and leasing data, occupancy levels, and vacancy levels for retail, office and industrial. The second part of the plan involves an extensive community input process. This includes surveys of both businesses and residents, focus groups, and Strengths, Weaknesses, Opportunities and Threats (SWOT) sessions with both business and resident participation. The input collected from the community provided guidance to both the city and BAE toward the development of economic development strategies, goals and recommendations.

The final plan includes short-, medium- and long-term recommendations toward achieving an improved local economy for South Fulton. This plan also includes an action plan for marketing and business development strategies, workforce development initiatives, and physical development and redevelopment priorities, including the siting of a new municipal town center.



VAN AKEN DISTRICT
SHAKER HEIGHTS, OHIO_MKSK

PROJECT PLAN: UNDERSTANDING

As the Villa Rica community continues to progress and aspire to a more walkable, livable, and economically competitive city, the LCI study offers the opportunity to advance the vision for the downtown area, historic Fullerville Mill District, and adjacent neighborhoods. This vision must be creative and aspirational, but targeted and focused on the unique needs and challenges of a bustling modern renaissance city.

The MKSK team is tailored to address the specific challenges of the LCI update and to assist the Villa Rica community with this important effort. Toole Design Group, the nation's foremost practitioner in people-first transportation planning, will be tackling the challenges of walkability and connectivity. Addie and the Toole team are frequent collaborators with MKSK and are at the cutting edge healthy, active transportation planning, both in research and practice. BAE Urban Economics, a real estate development and economic strategy consultancy, is focused on the public benefit aspect of development economics and is uniquely suited to assist Villa Rica in planning for investment that aligns with community vision. Sherry and the BAE team have broad experience in the metro Atlanta market as well as relevant experience in peer communities throughout the country.

The consultant team will be led by MKSK. MKSK brings a tremendous depth of experience in helping communities build on local strengths to create a sustainable competitive market position and an equitable, livable urban fabric. The MKSK team will be led by Darren Meyer, Principal-in-Charge (Greenville, SC) and Donny Zellefrow, Project Manager (Atlanta, GA). Darren and Donny have collaborated on many of MKSK's significant downtown and urban district work including the North Point Placemaking Plan in Alpharetta and the Upper Westside Master Plan in Atlanta.

MKSK's approach is not formulaic. Each community is a unique and complex landscape that requires highly-nuanced strategies rooted in data-based analysis and robust community engagement. Though not formulaic, MKSK's approach is principled. Our approach is rooted in three guiding principles:



Build on Local Assets

Villa Rica has distinctive qualities unique to both Carroll & Douglas Counties and the larger metro area. All strategies for the downtown core must build on these unique local strengths and authentic qualities to create a competitive niche and signature urban experience.

Build for Long-Term Value

The physical, programmatic, and policy recommendations for the LCI update must focus on value-drivers that will position Villa Rica for long-term fiscal health and equitable growth.

Build for People

The defining quality of MKSK's approach, and the key to success for Villa Rica will be to anchor every recommendation around creating a place for people. By maintaining a relentless focus on the people-first qualities of the LCI study area, we will provide a foundation for the successful development of all segments of the real estate market and continue to expand and develop a walkable, livable urban village at the heart of the Villa Rica community.

The MKSK team is highly motivated and uniquely suited to work collaboratively with the Villa Rica community and project partners on this critical LCI project. With a community-based vision, highly creative planning, and strategic tools for implementation, Villa Rica will be positioned for long-term, sustainable and equitable growth.

1 EXISTING CONDITIONS & PLANNING ASSESSMENT *THREE MONTHS*

What are the current plans, capital projects, developments, and community priorities that are shaping the future of Villa Rica? What are the qualities of the local built environment in the LCI area that will influence planning and design decisions? What are the data-based analyses that will form the foundation for feasible, implementable plan recommendations?

This task will include a scan of the current planning environment related to land use, transportation and mobility, economic development, and community development. This baseline understanding will ensure that recommendations align with both regional policy and local community-based plans and priorities. This task also encompasses an evaluation of the physical environment which, particularly in rapidly-growing communities, is essential for targeted and impactful proposals for the enhancement of the public realm. This analysis will consider land use, mobility networks, natural resources, public open space networks, forms of development, and infrastructure within the study area.

1.1 Planning Literature Review & Alignment

Scan of current planning and regulatory environment, including Villa Rica's Zoning Ordinance and Comprehensive Plans, Villa Rica Renaissance Strategic Vision and Plan, Villa Rica Urban Redevelopment Plan, Community Revitalization Plan: Villa Rica, Gold Nugget Trail Master Plan & Implementation Strategy, Avemore Development Conceptual Master Plan, Villa Rica Transportation Master Plan, and ARC regional plans and policies. Review of active and planned capital projects, institutional and private developments.

1.2 District Walking Tour & Audit

In-person or remote (Google Streetview or similar) walking tour of LCI area with Project Management Team to review existing conditions, planned developments, and community priorities.

1.3 Existing Conditions Mapping & Documentation

Data collection and thematic mapping of existing conditions based on publicly available or Client-provided data sources.

1.4 Walkability Assessment

Prepare a Level of Traffic Stress analysis to quantify the comfort of bicycling on the existing streets and the pedestrian experience, conduct a high-level review of existing crash data to determine hot spots and identify potential countermeasures.

1.5 Trip Reduction Analysis

Analysis of Effective Network and mode shift opportunities for local trips to and from the Downtown Historic District and Fullerville Mill Village.

2 HOUSING & MARKET ANALYSIS *THREE MONTHS - CONCURRENT WITH TASK 1*

What are the redevelopment opportunities within the study area? How can future investment best support, complement and enhance the successful mixed-use fabric in the civic heart of the community? How can increased housing choice, residential density, entertainment options, and hospitality developments be successfully advanced in the near future?

This task will include the assembly and analysis of demographic data, real estate market data, and housing price data to form the foundation for evaluating the depth of demand for development products and market strategies to capture that demand. The housing and market analysis will evaluate the need for housing at a variety of prices and rents and make recommendations that are consistent with the Regional Housing Strategy and the Atlanta Region's Plan.

2.1 District Marketability Analysis

SWOT analysis to determine general marketability and economic positioning of the LCI study area.

2.2 Demographic Data Analysis

Target market analysis to determine geographic-, demographic-, and psychographic-based demand.

2.3 Development Demand & Competitive Market Analysis

Benchmarking of competitive supply and integration of target market analysis to develop demand projections by real estate product type.

2.4 Development Product Alignment

Review of appropriate development product types based on Comprehensive Plan Character Areas, ARC Regional Housing Strategy and The Atlanta Region's Plan.

2 PUBLIC INPUT

What are the aspirations of Villa Rica residents for the heart of their community? What are the challenges and opportunities for commerce and civic life in Villa Rica's historic cores? How do we best capture a forward-looking spirit and approach to making Villa Rica competitive, livable, and equitable?

To create a shared vision that energizes the community, attracts private investment, and inspires people to live and work in Villa Rica, the redevelopment concepts for the LCI area must first be communicated effectively to area stakeholders, enthusiastically embraced by the local community and then actively marketed to high quality developers, desired tenants, and prospective talent.

3.1 Project Management Team Meetings

Monthly project reviews (ten anticipated) with Villa Rica staff, ARC representative, and consultant team. Agenda, exhibits, and minutes to be prepared by consultant team in coordination with Villa Rica staff.

3.2 Core Team Meetings

Milestone meetings (three anticipated) with state, regional, and local government stakeholders to provide strategic guidance regarding project development, community engagement, public communications, regulatory compliance, and implementation resources.

3.3 General Community Engagement

Conduct three community engagement meetings at milestone intervals in the project development. Creative community engagement exercises may include interactive site tours, un-staffed open houses with engagement activities, and digital community roundtables. All community engagement and public communications will be outlined in a Community Engagement Plan that MKSK prepares at the start of the project and all engagements will comply with state, county, and local health guidance.

3.4 Online Engagement

Coordinate hosting materials including project information, community engagement notifications, surveys and other digital engagement tools on a dedicated page within the City of Villa Rica's website. The City will be responsible for all social media advertising, notices, and pushes.

3.5 Final Plan Review and

Transportation Coordination Meeting

Transportation project coordination meeting & final plan review with affected organizations and ARC.



DEVELOPMENT CONCEPT PLAN *FOUR MONTHS*

What are the unique and authentic qualities of Villa Rica and the LCI study area on which we can creatively build? How do we unlock future economic growth and build long-term value with key investments in the public realm? What are the signature placemaking ideas that will excite the community and attract the market? How do we leverage catalytic sites for investment and redevelopment that aligns with the community's vision?

The strategies for planning and design of the LCI study area must be faithful to the cultural, environmental, and civic qualities that are unique to the heart of Villa Rica. By carefully discerning and then building on these authentic qualities, we can encourage civic pride, community stewardship, and a strong sense of place. This provides the foundation for articulating the competitive strengths of the study area and developing a tailored redevelopment strategy that strengthens the overall competitive position of Villa Rica.

Our approach to urban development is based on the premise that planning for the public realm must come first. This ensures that the framework for sustained and long-term value is being created. Toward this end, the district- and site-specific recommendations of the LCI update will look first at infrastructure, street networks, trail systems, public space networks, and high-value development blocks and parcels that can be developed with the appropriate form and character. Within the LCI study area, key sites will be identified that have the potential to set a high bar and stimulate the next wave of development in the heart of Villa Rica. For these sites, alternative building programs and development scenarios will be crafted. This approach emphasizes a high quality and consistent public realm, the identification of key development opportunities, and attracting investment that aligns with community goals.



4.1 Summary of Existing Conditions

Documentation of Task 1 Existing Conditions Assessment.

4.2 Planning Alignment

Documentation of Task 1 Planning Alignment.

4.3 Vision & Goals for Downtown Area

Documentation of Task 3 Public Engagement that includes the development of a Vision and Guiding Principles for the LCI study.

4.4 Public Realm & Transportation Recommendations

Develop local street network, development blocks, and spaces for community life with the arrangement of public way networks (streets, trails, alleys), open spaces, and green spaces. Develop multimodal connectivity concepts that addresses mode shift for local trips (bike and ped), transit access, local street network improvements, and on- and off-street connectivity to adjacent neighborhoods and regional destinations to increase local internal trip capture. Identify natural and cultural resources (i.e., historic structures) for protection and enhancement, and create strategies for creating value around these assets.

4.5 Catalytic Site Concepts

Utilize relevant planning studies, community engagement, stakeholder input, and peer community/district benchmarks to identify desired land use mix and development products, and prepare development scenarios for two to three catalytic sites demonstrating site layout, massing, and character. Development scenarios to include market feasibility analysis and regulatory impacts. Visualizations of catalytic site concepts include illustrative exhibits notated with key features and development program data.

4.7 Policy & Program Recommendations

See Task 5 Project Deliverables.

4.8 Regulatory Revision Recommendations

Identify regulatory barriers and areas of misalignment between the community's vision for redevelopment in the LCI area and current statutory environment.

4.9 Implementation Strategy

See Task 5 Project Deliverables.

5 PROJECT DELIVERABLES *THREE MONTHS*

Who are the project partners that can help bring redevelopment strategies to life? What are the catalytic private developments that could be leveraged with public investment? How can we signal to the development community that public policy, public resources, and community vision are aligned?

This task synthesizes all project elements into a cohesive, user-friendly, and engaging planning document for use in policy development, capital planning, development review, public communications, economic development, and implementation partnerships.

5.1 Executive Summary

Narrative summary of LCI Update document.

5.2 Existing Conditions Assessment

Descriptive summary of Task 1 assessment.

5.3 Plan Development Process

Descriptive summary of planning process, with full detail provided in appendix.

5.4 Development Concept Plan

Narrative, illustrative, and technical documentation of Task 4 Development Concept Plan elements.

5.5 Housing & Market Analysis

Summary of real estate market analyses, with full documentation to be included in the appendix.

5.6 Implementation Strategy

Matrix of responsibilities and 100-day Action Plan for implementation strategies, enabling projects, capital projects, policy update recommendations, regulatory change recommendations, and short-term placemaking (transportation and public open space) installations.

5.7 5-Year Implementation Plan

Following ARC template, identify actions and projects that support regional priorities for housing, transportation, and economic development.

5.8 Appendix

Provide full detail of community engagement results and technical analyses.





LIBERTY CENTER
LIBERTY TOWNSHIP, OHIO_MKSK

PROJECT TIMELINE

We anticipate a 10 month schedule.



1 EXISTING CONDITIONS & PLANNING ASSESSMENT *THREE MONTHS*

- 1.1 Planning Literature Review & Alignment
- 1.2 District Walking Tour & Audit
- 1.3 Existing Conditions Mapping & Documentation
- 1.4 Walkability Assessment
- 1.5 Trip Reduction Analysis



2 HOUSING & MARKET ANALYSIS *THREE MONTHS - CONCURRENT WITH TASK 1*

- 2.1 District Marketability Analysis
- 2.2 Demographic Data Analysis
- 2.3 Development Demand & Competitive Market Analysis
- 2.4 Development Product Alignment



3 PUBLIC INPUT

- 3.1 Project Management Team Meetings
- 3.2 Core Team Meetings
- 3.3 General Community Engagement
- 3.4 Online Engagement
- 3.5 Final Plan Review and Transportation Coordination Meeting



4 DEVELOPMENT CONCEPT PLAN *FOUR MONTHS*

- 4.1 Summary of Existing Conditions
- 4.2 Planning Alignment
- 4.3 Vision & Goals for Downtown Area
- 4.4 Public Realm & Transportation Recommendations
- 4.5 Catalytic Site Concepts
- 4.7 Policy & Program Recommendations
- 4.8 Regulatory Revision Recommendations
- 4.9 Implementation Strategy



5 PROJECT DELIVERABLES *THREE MONTHS*

- 5.1 Executive Summary
- 5.2 Existing Conditions Assessment
- 5.3 Plan Development Process
- 5.4 Development Concept Plan
- 5.5 Housing & Market Analysis
- 5.6 Implementation Strategy
- 5.7 5-Year Implementation Plan
- 5.8 Appendix



REEDY RIVER REDEVELOPMENT AREA & UNITY PARK
GREENVILLE, SC_MKSK

COST OF SERVICES

Fee proposal, billing rates & rate schedule for completing any extra work.

	Task Subtotal
TASKS	
Task 1: Existing Conditions Assessment	\$16,600.00
Task 2: Housing & Market Analysis	\$14,200.00
Task 3: Public Input	\$31,000.00
Task 4: Development Concept Plan	\$41,800.00
Task 5: Project Deliverables	\$15,400.00
Reimbursable Expenses	\$1,000.00
Total Including Anticipated Reimbursable Expenses	\$120,000.00

	Hourly Rate
PROJECT TEAM	
Darren Meyer, PLA, ASLA, AICP, Principal in Charge	\$210.00
Donald Zellefrow, Project Manager	\$125.00
Sean Hare, AICP, Urban Planner	\$125.00
Luis Huber Calvo, AICP, Associate, Project Planner	\$155.00
Kate Granlund, Landscape Designer	\$115.00
Addie Weber, AICP, Senior Planner, Multi-Modal & Transportation Planner	\$162.00
Meghan McMullen, Planner, Multi-Modal & Transportation Planner	\$114.00
Barbara Mosier, PE, PTOE, Multi-Modal & Transportation Planner	\$187.00
Ian Lockwood, Livable Transportation Engineer	\$240.00
Sherry Okun-Rudnak, Principal, Market Analysis & Economic Development	\$310.00
Mary Burkholder, Associate Principal, Market Analysis & Economic Development	\$270.00
Bilal Ali, MCP, Market Analysis & Economic Development	\$100.00



ADDITIONAL SERVICES

Catalytic Development Site Proformas - \$18,200

Proforma feasibility testing of up to four catalytic development sites

Project Website - \$5,000 to \$10,000

An interactive online presence is a critical part of a modern community planning effort, as it is not always possible for citizens to attend public meetings. In addition, as a repository and guided navigation of all public project materials, the websites we have employed for projects provide a high level of transparency and real-time communications. Project websites may also include options such as advanced polling formats, topic-based forums, prioritization exercises, and interactive map tools. In particular, an interactive map engagement tool would provide an opportunity for the public to geo-locate specific ideas or suggestions for public spaces, public art, recreation, and/or development. There are two approaches that we have used to engage with the community online as part of a planning process. One is to use a pre-existing website (City of Villa Rica, etc) to host a website or page dedicated to the project. The second approach would be to build a customized website that more firmly establishes the brand of this new planning effort. These options have benefits and trade-offs, however both can be successful in driving participation online and in-person.



Attachment B – RFP Certification Form

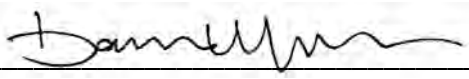
The undersigned declares that she or he is an authorized agent of the company or firm listed as the primary offeror; has carefully examined all the documents contained in this Request for Proposals (RFP) solicitation for the project; and certifies to the best of her/his knowledge that this Proposal fully complies with the requirements of the RFP and all addenda and clarifications issued in regard to the RFP.

The undersigned also hereby certifies that no person acting for or employed by Villa Rica is directly or indirectly interested in this Proposal or any subsequent proposal, or in any contract which may be made under it, or in expected profits to arise therefrom; that the undersigned Offeror has not influenced or attempted to influence any other person or corporation to file a Proposal or any subsequent proposal or any other person or corporation; and that this submission is made in good faith without collusion or connection with any other person or corporation applying for the same work under a different Proposal.

The undersigned states that she or he has the necessary licenses, certifications, and professional credentials necessary to practice their respective professions within the State of Georgia.

Acknowledgement of Addenda. By Signing below, the interested Offerors acknowledges receipt of the following addenda to this RFP:

SIGNED UNDER THE PENALTY OF PERJURY:

Signature: 
(Signature of Authorized Agent)

Print Name: Darren Meyer, PLA, ASLA, AICP

Title: Principal

Firm Name: MKSK, INC

Date: 9/24/2020

Project Number: RFP #01-2020CDD

Project Name: City of Villa Rica_Livable Centers Initiative Study

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)

My Commission Expires: 12-02-23

Attachment D – Terminations Form

MKSK, INC, has never been terminated from a project.

Project Name			
Contracted With		Contract Amount	
Start & End Dates		Percent Complete	
Scope of Work			
Reason for Termination or Failure to Complete			
Project Name			
Contracted With		Contract Amount	
Start & End Dates		Percent Complete	
Scope of Work			
Reason for Termination or Failure to Complete			
Project Name			
Contracted With		Contract Amount	
Start & End Dates		Percent Complete	
Scope of Work			
Reason for Termination or Failure to Complete			



CITY OF VILLA RICA, GEORGIA
571 W BANKHEAD HWY
VILLA RICA, GA 30180
770-459-7000

VENDOR # _____

Complete, Sign, & Return

VENDOR APPLICATION

General Information:

MKSK, INC

Company of Individual Name

DBA, if applicable

462 S Ludlow ST

Remittance Address

Columbus **OH** **43215**
City State Zip Code

Main Office Address (if different)

City State Zip Code

614-621-2796 **614-621-3604**
Phone Number Fax Number

jjordan@mkskstudios.com

Email Address

Federal Tax ID or Social Security # **83-2731940**

City or County Business License _____

Principal Line of Business

Primary Business:

- | | |
|--|---|
| ☐ Construction | Professional: |
| ☐ Retail | ☒ Architecture |
| ☐ Authorized Distributor | ☐ Engineering |
| ☐ Factory Representative | ☐ Financial |
| ☐ Manufacturer | ☐ Legal |
| ☐ Service Firm | ☒ Other Consulting |

NIGP 3-digit code #(s) **918, 906**

Normal selling terms/discounts: _____

Ownership:

Individual ☐ Partnership ☐ Corporation ☒ State **OH**

Brian Kinzelman , CEO

bkinzelman@mkskstudios.com

Owner or officer name Phone(s) Email Address

Timothy S. Schmalenberger, President

tschmal@mkskstudios.com

Owner or officer name Phone(s) Email Address

Christopher E. Hostettler, CFO

chost@mkskstudios.com

Owner or officer name Phone(s) Email Address

Names & signatures of authorized company representatives (authorized to sign quotes, bids, proposals, etc.)

By signing below, I acknowledge that I have read and agree to abide by the Purchasing Policies & Procedures for the City of Villa Rica.

Jane Jordan Chief Business Development Officer **513-818-4589** **jjordan@mkskstudios.com**

Name Title Signature Phone(s) email address

Tim Schmalenberger, President **614-621-2796** **tschmale@mkskstudios.com**

Name Title Signature Phone(s) email address

Name Title Signature Phone(s) email address

For City Use Only - Please do not write below this line

Date received: _____ Date active: _____ Date inactive: _____

Completed, signed application ☐ W-9 ☐ Verification of Lawful Presence Affidavit ☐ E-Verify Affidavit ☐ Contractor Affidavit ☐ Subcontractor Affidavit ☐

Completed packet verified by: _____



Verification of Lawful Presence with the United States

By executing this affidavit under oath, as an applicant for a **vendor** for the City of Villa Rica, as referenced in O.C.G.A §50-36-1, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

TIM SCHMALENBERGER

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity].

- 1) X I am a United States citizen
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other Federal immigration agency.

My alien number issued by the Department of Homeland Security or other Federal immigration agency is:

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A §50-36-1 (f) (1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

DRIVER'S LICENSE

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in COLUMBUS (city), OHIO (state)



Ahmed A Mohamednur
Notary Public, State of Ohio
My Commission Expires 12-02-23

Timothy S. Schmalenberger
Signature of Applicant

TIMOTHY S. SCHMALENBERGER
Printed Name of Applicant

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

22 DAY OF September, 20 20

Ahmed Mohamednur

NOTARY PUBLIC

My Commission Expires: 12-02-23



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E-VERIFY AFFIDAVIT

Private Employer Affidavit Pursuant To O.C.G.A. § 36-60-6(d)

By executing this affidavit under oath, the undersigned private employer verifies one of the following with respect to its application for a business license, occupational tax certificate, or other document required to operate a business as referenced in O.C.G.A. § 36-60-6(d):

Section 1.

Please check only one:

- (A) ☒ On January 1st of the below-signed year, the individual, firm, or corporation employed more than ten (10) employees.
- (B) ☐ On January 1st of the below-signed year, the individual, firm, or corporation employed ten (10) or fewer employees.

*** If the employer selected Section 1(A), please fill out Section 2 below.

Section 2.

The employer has registered with and utilizes the federal work authorization program in accordance with the applicable provisions and deadlines established in O.C.G.A. § 36-60-6.

The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as follows:

MKSK, INC

Name of Private Employer

Company ID #1374211

Federal Work Authorization User Identification Number
(Also called E-verify#, usually 4-6 digits)

01/31/2019

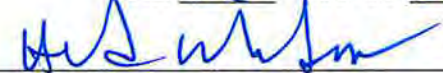
Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on SEPT. 22, 2020 in COLUMBUS (city), OH (state).


Signature of Authorized Officer or Agent

TIMOTHY S. SCHMALENBERGER, PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 22 DAY OF September, 2020


NOTARY PUBLIC
My Commission Expires: 12-02-23



Ahmed A Mohamednur
Notary Public, State of Ohio
My Commission Expires 12-02-23

Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **City of Villa Rica** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b) (form attached – submit subcontractor forms to GHFA). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID #1374211

01/31/2019

Federal Work Authorization User Id Number
(Also known as E-Verify #, usually 4-6 digits)

Date of Authorization

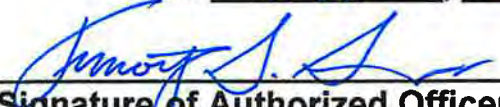
Name of Contractor: MKSK, INC

Name of Project: _____

Name of Public Employer: **CITY OF VILLA RICA**

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

Executed on SEPT., 22, 2020 in COLUMBUS (city), OH (state).


Signature of Authorized Officer or Agent

TIMOTHY S. SCHMALENBERGER, PRESIDENT
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 22 DAY OF September, 2020

NOTARY PUBLIC

My Commission Expires: 12-02-23



Ahmed A Mohamednur
Notary Public, State of Ohio
My Commission Expires 12-02-23

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Toole Design Group, LLC (name of contractor) on behalf of the City of Villa Rica has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

4475949/13/2011

Federal Work Authorization User Id Number
(Also known as E-Verify #, usually 4-6 digits)

Date of Authorization

Name of Subcontractor Toole Design Group, LLC

Name of Project: Villa Rica Livable Centers Initiative

Name of Public Employer: CITY OF VILLA RICA

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE 25 DAY OF September, 2012

Crystal Brumby
NOTARY PUBLIC

My Commission Expires: October 11th, 2023



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with MKSK (name of contractor) on behalf of the City of Villa Rica has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

316978 04/05/2010
Federal Work Authorization User Id Number Date of Authorization
(Also known as E-Verify #, usually 4-6 digits)

Name of Subcontractor BAE Urban Economics

Name of Project: Villa Rica LCI

Name of Public Employer: CITY OF VILLA RICA

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on September, 24, 2010 Roswell (city), GA (state).

Sherry Okun-Rudnak
Signature of Authorized Officer or Agent

Sherry Okun-Rudnak, Principal
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE 24 DAY OF September, 2010.
Alisa Burnside

NOTARY PUBLIC
My Commission Expires: Jan 20, 2025





CENTENNIAL PLAZA
ROYAL OAK, MI_MKSK

TERMS AND CONDITIONS OF PROPOSAL

MKSK

DIRECT PROJECT EXPENSES Direct project expenses will be billed in addition to the fee for basic services and include actual out-of-pocket expenditures made in the interest of the Project. All direct project expenses will be invoiced at 1.2 times the actual amount. Direct project expenses include, but are not limited to mileage, film and processing, courier and overnight delivery services, travel, hotel, car rental, etc. and may be adjusted annually. All International air travel, if required, will be by business class.

Requested documents to be printed in-house will be invoiced at the following rates: (excluding those for office use)

B/W Copy 8.5" x 11" – Bond	\$ 0.10
B/W Copy 11" x 17" – Bond	\$ 0.20
B/W Copy 18" x 24" – Bond	\$ 0.90
B/W Copy 24" x 36" – Bond	\$ 1.80
B/W Copy 30" x 42" – Bond	\$ 2.63
B/W Copy 36" x 48" – Bond	\$ 3.60
Color Copy 8.5" x 11"	\$ 1.00
Color Copy 11" x 17"	\$ 2.00
Color Plot 18" x 24"	\$ 12.00
Color Plot 24" x 36"	\$ 24.00
Color Plot 30" x 42"	\$ 35.00
Color Plot 36" x 48"	\$ 48.00

ADDITIONAL SERVICES / STANDARD HOURLY RATES If the Scope of Work or if the Consultant's service is substantially revised, the amount of total compensation shall be equitably be adjusted. Fees for requested additional services shall be computed at our standard hourly rates below or outlined under a separate proposal. Rates may be adjusted annually.

Principal	\$ 210
Senior Associate	\$ 165
Associate	\$ 150
Landscape Architect I	\$ 125
Landscape Architect II	\$ 115
Landscape Architect III	\$ 105
Urban Planner I	\$ 125
Urban Planner II	\$ 115
Urban Planner III	\$ 105
Graphic Designer I	\$ 125
Graphic Designer II	\$ 105
Graphic Designer III	\$ 95
Intern	\$ 70
Administration	\$ 70

RETAINER The Client shall make an initial payment as defined in the attached proposal as a retainer upon execution of this agreement. This retainer shall be held by the consultant and applied against the final invoice.

PAYMENT DUE Invoices shall be submitted monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. The Consultant has been commissioned by the Client to provide professional services, which are independent of whether the Project for which they are provided is executed or not.

SATISFACTION WITH SERVICES Payment of any invoice by the Client to the Consultant shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

DISPUTED INVOICE If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the

disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

INTEREST If payment in full is not received by the consultant within forty-five (45) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to unpaid principal.

SUSPENSION OF SERVICES If the Client fails to make payments when due or otherwise is in breach of this agreement, the Consultant may suspend performance of services upon seven (7) days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon payment in full by the Client or cures of the breach to the satisfaction of the Consultant, the Consultant shall resume services under this agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

TERMINATION OF SERVICES If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination of this agreement by the Consultant.

TERMINATION OF AGREEMENT This agreement may be terminated by either party upon ninety (90) days written notice with or without cause. In the event of termination not initiated by the Consultant, the Consultant shall be compensated for all services performed to the date of termination, together with direct project expenses then due.

MEDIATION In an effort to resolve any conflicts that arise during the design or construction or the project or following the completion of the project, the Client and the Design Professional agree that all disputes between them arising out of or relating to this agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

APPLICABLE LAW Unless otherwise specified, this agreement shall be governed by the laws of the State of Ohio.

ENTIRE AGREEMENT This agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both the Client and Consultant.

LIMITATION OF LIABILITY To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant and the Consultant's officer's, directors, partners, employees and any of them, to the Client and anyone claiming by and through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the Project or the Agreement from any cause or causes shall not exceed the total compensation received by the Consultant under this Agreement, or the total amount of fifty thousand dollars (\$50,000), whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

mkskstudios.com

Effective March 2020

TERMS AND CONDITIONS OF PROPOSAL

MKSK

UNAUTHORIZED CHANGES The Consultant, upon delivery of documents is completely absolved and indemnified from any liability that may result from the interpretation or revision of documents for which the Consultant was not responsible.

STANDARD OF CARE In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

OWNERSHIP OF INSTRUMENTS OF SERVICE All reports, drawings, specifications, electronic files, field data, notes and other documents and instruments prepared by the Consultant as instruments of services shall remain the property of the Consultant. The Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.

OPINIONS OF PROBABLE CONSTRUCTION COST In providing opinions of probable construction cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's opinions of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or negotiated cost of the Work will not vary from the Consultant's opinion of probable construction cost.

INFORMATION PROVIDED BY OTHERS The Client shall furnish, at the Client's expense, all information requirements, reports, data, surveys and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

DELIVERY OF ELECTRONIC FILES In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project for which they were prepared. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Consultant.

Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and sub-consultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any reuse of the electronic files without the prior written consent of the Consultant. Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.

SEVERABILITY Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

SURVIVAL Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

ASSIGNMENT Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by the Consultant shall not be considered an assignment for purposes of this Agreement.

PROPRIETARY INFORMATION The Client agrees that the technical methods, design details, techniques and pricing data contained in any material submitted by the Consultant pertaining to this Project or this Agreement shall be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of the Consultant.

ADA COMPLIANCE The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Client understands that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Consultant, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

CORPORATE PROTECTION It is intended by the parties to this Agreement that the Consultant's services in connection with the Project shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, an Ohio corporation, and not against any of the Consultant's individual employees, officers or directors.

DEFECTS IN SERVICE The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

CONSEQUENTIAL DAMAGES Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

CHANGED CONDITIONS If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for re-negotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating re-negotiation, and the Consultant and the Client shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

mkskstudios.com

Effective March 2020



REQUEST FOR PROPOSALS - #01-2020CDD

CITY OF VILLA RICA LIVABLE CENTERS INITIATIVE STUDY

OCTOBER 01, 2020 | COMMUNITY ENGAGEMENT SUPPLEMENT



2 PUBLIC INPUT

Project Management Team Meetings

Monthly project reviews with Villa Rica staff, ARC representative, and consultant team. Agenda, exhibits, and minutes to be prepared by MKSK in coordination with Villa Rica staff.

Meeting Format: In-person for milestone meetings, unless staff preference is for Virtual (Kick-off, Analysis & Assessment Review, Development Concept Review) and Virtual for non-milestone meetings (Zoom, hosted by MKSK).

Meeting Frequency: Monthly

Number of Meetings: 10 (3 in-person, 7 virtual)

Core Team Meetings

Milestone meetings with state, regional, and local government stakeholders to provide strategic guidance regarding project development, community engagement, public communications, regulatory compliance, and implementation resources.

Meeting Format: Virtual (Zoom, hosted by MKSK)

Meeting Frequency: Milestones (Kick-off, Development Concept Review, Implementation Strategy Review)

Number of Meetings: 3

General Community Engagement

Conduct three community engagement efforts at milestone intervals in the project development. All community engagement and public communications will be outlined in a Community Engagement Plan that MKSK prepares at the start of the project in coordination with City staff. The three milestone community engagement efforts are described below:

Community Engagement 1

The first Community Engagement effort will employ a variety of techniques to gather public input on the community's vision for future growth and development. Through this process, we will define guiding principles that will serve as benchmarks for evaluating plan recommendations, identify local assets that will serve as the foundation for developing a competitive market position, and discern the authentic qualities of the Villa Rica community that will serve as the ingredients for creative placemaking.

Stakeholder Focus Groups Virtual meetings with key downtown stakeholder groups (business community, real estate community, non-profit and philanthropic community, neighborhoods and civic associations, local government departments).

Meeting Format: Virtual (Zoom, hosted by MKSK)

Number of Meetings: 5

Online Engagement* Preparation of graphic exhibits and text (project background, process, schedule, opportunities for engagement) along with survey questions for City staff to incorporate into the City's website. MKSK will also develop a content calendar for City staff to post through social media.

Direct Engagement Preparation of graphic design for intercept survey and postcard mailer to help reach those populations historically under-represented in the planning process. Intercept survey locations (yard sign/banner/poster) and direct mailer recipients to be identified and developed in coordination with City staff. Printing, mailing and sign installation by City staff.

Community Engagement 2

The second Community Engagement effort will test the creative ideas for public realm improvements, redevelopment scenarios at catalytic sites, and enabling regulatory tools to achieve the community's vision. These preliminary recommendations will be illustrated and narrated in media that can be applied to a variety of communication methods, described below, for communicating intent and soliciting public comment.

Community Roundtables Virtual roundtables with the Villa Rica community including a brief presentation of project background and preliminary findings followed by engagement exercises to gather input on initial recommendations. Engagement exercises will include live polling, visual preference surveys, interactive mapping, and live discussion. Community Roundtables will be advertised through a variety of media (social media, print media, listserv/distribution lists, etc) and will be organized through a registration page on the project website.

Meeting Format: Virtual (Zoom, hosted by MKSK)

Number of Meetings: 2

Online Engagement* Update of graphic exhibits and text mirroring Community Roundtable materials along with updated survey questions to gather input on initial recommendations. Website update by City staff.

Mobile Exhibits Preparation of graphic design for print materials to be installed at community spaces (i.e. Fullerville Mission, Villa Rica Library) to help reach those populations historically under-represented in the planning process. Mobile exhibits will be designed for honor-system self-service input and will be installed and decommissioned by MKSK. Printing by City staff.

Community Engagement 3

The third Community Engagement effort will unveil the final recommendations that capture the community's vision for the future of Villa Rica and the enabling tools and roadmap for implementation. These final recommendations will be illustrated and narrated in media that can be applied to a variety of communication methods, described below, for communicating intent and soliciting final public comment.

Stakeholder Focus Groups Virtual meetings with key downtown stakeholder groups (see Community Engagement 1 above) to solicit final input and generate support for implementation.

Meeting Format: Virtual (Zoom, hosted by MKSK)

Number of Meetings: 5

Online Engagement* Update of graphic exhibits and text of final recommendations along with updated survey questions to gather final public input. Website update by City staff.

Mobile Exhibits Preparation of graphic design for print materials to be installed at community spaces (i.e. Fullerville Mission, Villa Rica Library) to help reach those populations historically under-represented in the planning process. Mobile exhibits will be designed for honor-system self-service input and will be installed and decommissioned by MKSK. Printing by City staff.

Final Plan Review and Transportation Coordination Meeting

Transportation project coordination meeting & final plan review with affected organizations and ARC.

Meeting Format: Virtual (Zoom, hosted by MKSK)

Number of Meetings: 1

City Council, Boards, and Commission

MKSK will review project progress and recommendations with City Council, Boards, and Commissions to ensure that final deliverables align with Council and community priorities. MKSK will work with City staff to arrange small (non-quorum) groups of Board and Commission members, and MKSK will attend two regularly-scheduled Council meetings/workshops, as advised by staff.

Meeting Format: Virtual or In-person (per preference of staff for Council meetings/workshops) and Virtual for Board and Commission small group meetings (Zoom, hosted by MKSK)

Number of Meetings: 6

*Online Engagement

An interactive online presence is a critical part of a modern community planning effort, as it is not always possible for citizens to attend public meetings. In addition, as a repository and guided navigation of all public project materials, the websites we have employed for projects provide a high level of transparency and real-time communications. Project websites may also include options such as advanced polling formats, topic-based forums, prioritization exercises, and interactive map tools. In particular, an interactive map engagement tool would provide an opportunity for the public to geo-locate specific ideas or suggestions for public spaces, public art, recreation, and/or development. There are two approaches that we have used to engage with the community online as part of a planning process. One is to use a pre-existing website (City of Villa Rica, etc) to host a website or page dedicated to the project. The second approach would be to build a customized website that more firmly establishes the brand of this new planning effort. These options have benefits and trade-offs, however both can be successful in driving participation online and in-person.



COMMUNITY OUTREACH & PUBLIC ENGAGEMENT EXPERTISE

Community involvement and engagement is a fundamental part of our urban planning and design approach. The success of the public engagement process is a critical step in building understanding, support, and ownership of focus areas that will ultimately lead to effective implementation across time.

Our team views the early stages of a planning project as a time for learning and collaboration. It is here that we invite the public and stakeholders to share with us the issues and considerations important within a community. This knowledge, and the relationships built through this process, guides our planning efforts as we develop ideas and strategies to address project issues. The testing of those ideas, through further public engagement, ultimately provides us with a consensus-based direction. Our goal is to form a shared and “living” vision. To reach this goal, we cast a wide net, which often includes residents, business interests, development community members, key stakeholders, elected officials, and public agencies. Opportunities to engage the public can be in the form of traditional open houses, forums, or focus group sessions, or online through web-based meetings, surveys, and via social media platforms.

Our public participation toolbox blends traditional methods with fresh approaches adapted to hands-on engagement together with 24-hour community information and dialogue on web-based platforms. Every project and community is unique, so for each we refine an engagement tool kit in close consultation with the Working Group.

The more traditional public participation and engagement opportunities incorporated in this process include stakeholder interviews, walking tours, and public meeting visioning workshops. Additional opportunities include:

- Interactive meetings & exhibits
- Pop-up displays
- Dedicated website & social media platforms
- Community mapping - geo locate ideas
- Tactical urbanism
- Youth activities
- DIY Meetings-in-a-Box
- Study area storefront displays and office hours
- Street stalls and kiosks at existing events
- Study area walking/bike tours
- Stakeholder and focus group meetings
- Public workshops and presentations
- Charrettes and visioning



- 1 Greenville Unity Park Community Event, Greenville, SC
- 2 Scioto Greenways Visioning, Columbus, OH
- 3 Downtown Akron Strategic Plan Charrette, Akron, OH

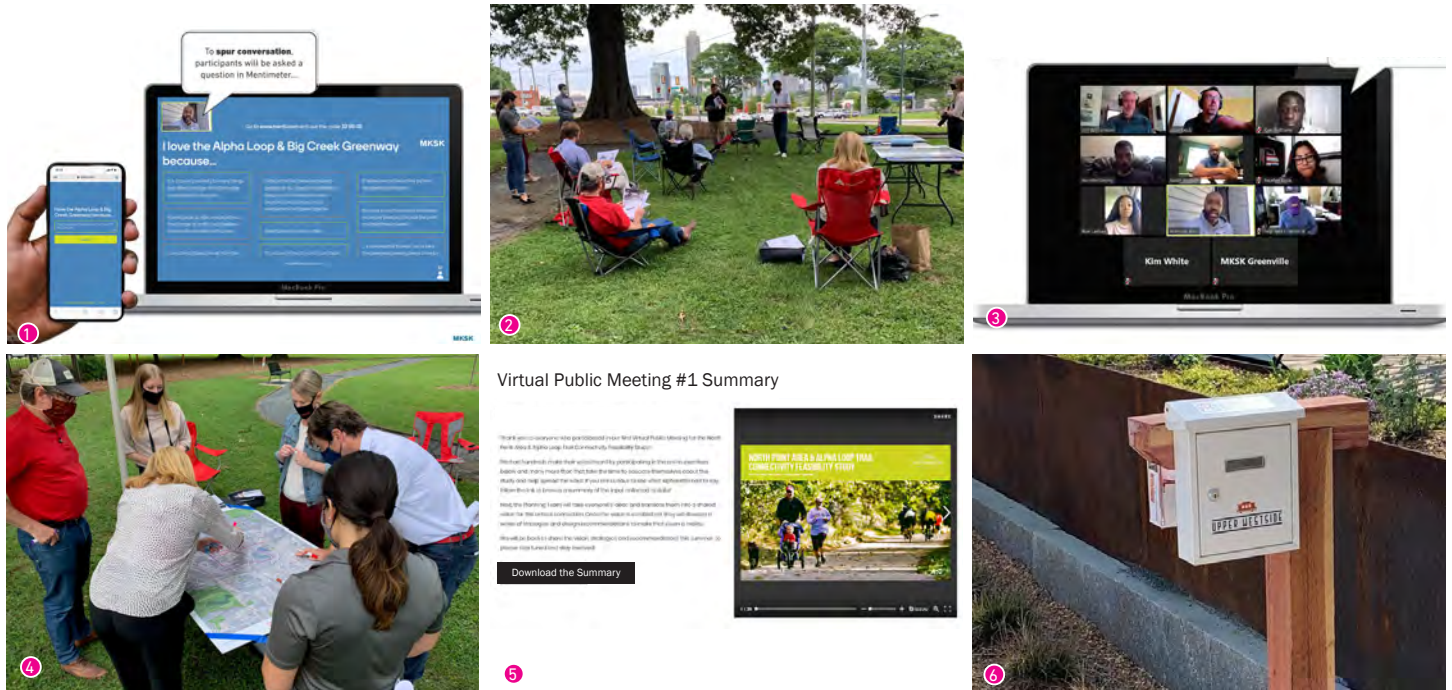
- 4 Kenmore Neighborhood Community Event, Akron, OH
- 5 'Jane's Walk' Neighborhood Walking Tour, Akron, OH
- 6 Gordon Square Arts District Open House, Cleveland, OH

FLEXIBLE & EFFECTIVE METHODS OF ENGAGEMENT

MKSK

In light of the current COVID-19 outbreak, engagement efforts must be carefully crafted. As necessary, we plan to utilize interactive online software and conferencing platforms to ensure we have the vital conversations and interactions needed to advance this project equitably, effectively, and appropriately. We have been using these tools effectively over the past two months to great effect for work sessions, stakeholder meetings, and larger community engagement. They include:

- Custom website modules
- Zoom conference public meetings
- Zoom conference meetings with break-out room capabilities
- Mentimeter Polling
- Google My Maps
- SurveyMonkey
- Physically Distant Community Workshop
- No Contact Engagement Strategies



- 1 Live & Online Workshop, North Point & Alpha Loop Trail Connectivity Study, Alpharetta, GA
- 2 Safe, Physically Distanced Committee Meeting, Upper Westside CID, Atlanta, GA
- 3 Client & Stakeholder Meetings on Zoom, Upper Westside CID, Atlanta, GA
- 4 Adapted In-Person Meeting, Upper Westside CID, Atlanta, GA
- 5 Continuous Virtual Meeting, North Point & Alpha Loop Trail Connectivity Study, Alpharetta, GA
- 6 Custom Designed "Mailboxes" for No-Contact Engagement Card Drop-off, Atlanta, GA



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: City wide HVAC service agreement
AGENDA DATE: November 5th, 2020

DATE PREPARED: October 29th, 2020
PREPARED BY: Nic Griffin

AMOUNT: \$6,820.00
GL ACCOUNT #: 522210
FUNDING SOURCE: M/R buildings
BUDGETED ITEM? No

PURPOSE: To provide our HVAC systems with Semi-Annual inspections and seasonal filter changes.

BACKGROUND: In the past, the City of Villa Rica engaged with Action Electric for our service agreement. Since three large HVAC project bids were won by KBS Heating and Cooling, the city has continued to engage with KBS. They have provided excellent service and repair for all of the City's HVAC needs. KBS has put together a service agreement that is equal or greater than our previous agreement. The agreement is less expensive, as well.

STAFF RECOMMENDATION: Staff recommends approving the service agreement with KBS Heating and Cooling.

IMPACT: This will ensure that all of the City's HVAC systems are working properly.

MOTION: I move that we authorize the City Manager to engage with KBS Heating and Cooling for an annual service agreement not to exceed \$6,820.00.



146 Edge Road
Villa Rica, Georgia 30180
678-715-9299 or 770-439-6677
customer.care@kbs HVAC.net

City of Villa Rica
571 West Bankhead Hwy.
Villa Rica, GA 30180

As a local owner & operated HVAC company we are thankful to have the opportunity to provide the City of Villa Rica with our HVAC services. We pride ourselves on performing quality and semi-annual precision tune-ups and professional cleaning for your heating and air conditioning equipment during the term of the agreement.

Agreement Visits

- Quarterly filter replacement and site inspection – All
- Semi-Annual – spring/fall all facilities

Heat and Cooling Inspection

- Install proper sized filters
- Clean and inspect thermostat
- Check all safety controls
- Lubricate all moving parts
- Check belts and adjust tension
- Check fan/ blower rotation
- Check/tighten electrical connection
- Check blower wheel & motors
- Check all/ clean all coils

Cooling Inspection

- Check for correct refrigerant charge
- Check temperature drop across coil
- Check expansion device
- Check contactor
- Check start & run capacitors
- Clean start & run capacitors
- Clean condensate drain
- Check compressor time delay
- Check crankcase heater
- Check compressor efficiency

Heat Inspection

- Check heat exchanger for check
- Check & adjust burners
- Check & adjust safety pilot
- Check for proper venting
- Check for gas leak
- Check manifold gas pressure
- Check temperature output
- Check temperature rise at furnace
- Check fan control
- Check high limit control



146 Edge Road
Villa Rica, Georgia 30180
678-715-9299 or 770-439-6677
customer.care@kbshvac.net

Location Included

- City Hall
- Gold Dust Park
- Gold Mine Park
- Powell Park
- VPlex Park
- Old Library
- Courthouse
- Water Treatment – Van Wert
- Avainti Building
- New Library
- Fullerville Park
- Customer Service Building
- Amphitheater Concession
- Sewer Plant (Large)
- Mirror Lake (Sewer plant)
- Community Service Trailer

Procedure

- Any repairs on recommendations found during inspection will be sent over for approval before work started and completed.

Discounts

- Customer to receive 15% discount on all service repair invoices

Total Annual Service Agreement Cost

\$6820.00



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Avanti Building Garage Door Replacement
AGENDA DATE: November 5th, 2020

DATE PREPARED: October 29th, 2020
PREPARED BY: Nic Griffin

AMOUNT: \$10,500
GL ACCOUNT #: 100-4900-522210
FUNDING SOURCE: Building and Fleet M/R buildings
BUDGETED ITEM? No

PURPOSE: To ensure security and safety of Public Works equipment and staff. West Georgia Gate and Door will replace and install a new garage door at the Avanti Building. This was an emergency purchase but has not been installed or paid yet. The replacement has been ordered.

BACKGROUND: After years of operation, our current garage door has been damaged beyond reasonable financial repair. There wasn't just one incident that caused this final damage, but the daily operation has had its toll on the mechanical components. The motor has failed multiple times causing the door to not function at all. This occurred in early October. Failure of the door while closed caused a bit of chaos within multiple departments. The door had to be forced open to let officers and other staff out of the building. Currently the door is stuck open. Police staff have been routinely monitoring the Avanti building during night shift. The new door assembly has been ordered and we are waiting on an installation date.

STAFF RECOMMENDATION: Full replacement of the Avanti Garage door.

IMPACT: This will provide a door that will properly operate allowing staff to enter and exit the building. This will also provide security against any theft.

MOTION: I move to authorize the City Manager to engage with West Georgia Gate and Door for the purchase of a new garage door, not to exceed \$10,500.00.

Nest Georgia Gate & Door
P.O. Box 2272
Carrollton GA 30112

Phone : (770) 834-3989 Fax : (770) 832-7005

Date Quoted 09/28/20
Requested 09/28/20

Ship/Remark

CITYVIL
by of Villa Rica-email invoices
counts@villarica.org
15 Barber Industrial Court
Villa Rica, GA 30180

(770) 459-3578
Job Site Ph#
C/P # 770-550-6099/cdavis@villarica.org

Ship Via Terms Due On Receipt C/P #
Sis Rep O/E By HOUSE Tax Code County EXGOV

Description	Item #	Measure	Qty Ord	Price	Amount
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Quote to replace Existing Dr and Opnr

Remove old door and opener and haul away
RS14x14 6220 Curved Slat White

MBC3000
Extended cycle Life springs (100,000)

Track and hardware
MBC600

SDO/C CH 1/2HP 115V 1P
GH5011L4

Reconnect Keypad, 7day timer and toggle
switch
Comm/CONTRACT SALE

COMM C/S

Ea.	1.0	10500.0000	10500.00
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* Q U O T E *
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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing a 2021 Ford F-250 Crew Cab 4x4
AGENDA DATE: November 5th, 2020

DATE PREPARED: October 29th, 2020
PREPARED BY: Nic Griffin

AMOUNT: \$31,615.00
GL ACCOUNT #: 560-4320-542200
FUNDING SOURCE: SW
BUDGETED ITEM? Yes

PURPOSE: To purchase a 2020 Ford F-250 crew cab 4x4 for the Storm Water Department.

BACKGROUND: Currently the Storm Water department has a 2004 F-150 with 189,000 miles on it. This vehicle is starting to experience issues that are going to outweigh the value of the vehicle. If approved, City staff will utilize this vehicle as a spare or back up vehicle. The department's position requires a vehicle that is more reliable than the current vehicle being used.

When trying to obtain bids for these vehicles, staff has contacted multiple dealerships in Georgia. The amount of response and willingness to participate in the bidding process was dismal. Staff has been repeatedly ignored.

Staff was not able to obtain a third bid for any of the vehicles that we have budgeted for purchase. Staff was unable to obtain a state bid sheet for a 2021 F-250 due to them not being available. We have used a bid sheet for a 2021 F-350. These vehicles are very similar in cost and practically identical with options. The state bid price of \$38,496.00 for a 2021 F-350 is fairly accurate if compared to a 2021 F-250. Don Rich Ford's bid came in at \$31,615.00. The budgeted amount is \$46,000.00. This is under budget by \$14,385.00. This additional money will be used to up-fit the vehicle.

STAFF RECOMMENDATION:

Staff recommends purchasing a 2021 Ford F-250 from our local dealer, Don Rich Ford.

IMPACT:

Purchasing this vehicle will help the Storm Water Department perform their job tasks with a reliable vehicle. This will keep maintenance and repair costs lower. It will also help them be more efficient while performing their operational duties.

MOTION:

I move that we authorize the City Manager to purchase a 2021 F-250 from Don Rich Ford in the amount not to exceed \$31,615.00.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

10/22/2020

City Of Villa Rica,
VEHICLE BID

To whom it may concern:

2021 F-250 C/C 4X4 XL

Bid per specs: \$31,615.00

Thank you,

Bart R. Smith
General Manager
Don-Rich Ford Co Inc.



Servicing all of your automotive needs since 1971

www.donrichford.com



GA Statewide Contract 99999-001-SPD0000155

12,500 GVWR Cab & Chassis Ford F-350

Regular Cab, Dual Rear Tires, Spare, PTO, 6.7L Diesel, Automatic, Cab Step, Block Heater, 84 CA, AC, AM/FM, Rear Camera, Power tow mirrors, Bluetooth Capitable

Jessica Davis (678) 385-3427 FAX (770) 433-2412 email jdavis@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	X3*	Super Cab (60 CA only)	2,482.00	0.00		21N	Navigation	570.00	0.00
1	W3*	Crew Cab (60 CA only)	3,408.00	3,408.00		54F	Power Telescoping	280.00	0.00
1	60CA	60" CA (Reg Cab)	(125.00)	(125.00)		435	Power Rear Sliding	375.00	0.00
1	630A	Single Rear Tire (60CA only)	(132.00)	(132.00)	1	76Z	Anti-Theft Security System	58.00	58.00
1	*3H	4x4 Drive System (all cabs)	4,017.00	4,017.00		87T	Ford Telematics by Telogis	959.00	0.00
1	213	Shift on the Fly (req 4x4)	176.00	176.00		76S	Remote Start (req 90L)	186.00	0.00
	41P	Skid Plates (req 4x4)	93.00	0.00	1	96W	Spray In Liner	550.00	550.00
	98R	Operator Command Regen	234.00	0.00		TW	Tint Windows	250.00	0.00
	65C	Dual Diesel Tanks (req 96V or 585)	593.00	0.00		AW	AW Mats	126.00	0.00
1	996	6.2L V8 Gasoline Engine	(7,818.00)	(7,818.00)		PU	Fleet Side Bed P/U	(825.00)	0.00
	98F	Gaseous Prep for Alt Fuel	292.00	0.00		76R	Reverse Sensing (req PU)	325.00	0.00
	65M	28 Gal Mid Ship Fuel Tank	119.00	0.00		47A	Ambulance Prep (D only)	1,120.00	0.00
1	67*	Heavy Duty Alternator(s)	106.00	106.00		Body Opt	Utility Body 60CA DRW	11,289.00	0.00
	473	Snow Plow Prep(req 67*)	173.00	0.00		Body Opt	Utility Body 60CA SRW	8,910.00	0.00
1	43C	110V/400W Inverter (req 67*)	72.00	72.00		Body Opt	12.5' Flat Bed 84ca	10,015.95	0.00
	86M	Dual Bateriaes	195.00	0.00		Body Opt	12.5' Flat Bed 84ca Allum	13,265.45	0.00
1	90L	Power Equip Grp W,L,M	1,045.00	1,045.00		Body Opt	2-3 CY Dump Body 84CA		0.00
	X4*	Limited Rear Axle	327.00	0.00		Body Opt	Tailgate lock model #3008560		0.00
1	TDX	A/T Tires	160.00	160.00		Body Opt	PTO (power take off)		0.00
	64J	Polished Aluminum Wheels	570.00	0.00		Body Opt	Spreader Snow Dogg #Shpe2000 2 cub yd		0.00
	67H	Heavy Front Susp Pkg	117.00	0.00		Body Opt	Spreader hold down kit 1496505		0.00
	531	Trailer Brake Wiring	43.00	0.00		Body Opt	Spreader tail light kit		0.00
1	52B	Trailer Brake Controller	252.00	252.00		Body Opt	Spreader 9' stand		0.00
	41A	Rapid Heat Supplemental	245.00	0.00		Body Opt	Snow Plow Snow Dogg #HD75, 7.5"		0.00
1	18A	Upfitter Interface Module	281.00	281.00		Body Opt	Snow Plow Snow Dogg #TE90 plow		0.00
	96V	XL Value Pkg	930.00	0.00		Body Opt	Force America Feed back Kit		0.00
	17F	XL Décor Pkg	205.00	0.00		Body Opt	Force America Hydraulic System		0.00
	643A	XLT Upgrade	4,195.00	0.00		Body Opt	ForceAmerica Feedback Kit #FB-128-5100EX		0.00
	17V	XLT Value Pkg	1,487.00	0.00		Body Opt	ForceAmerica ARC kit#1225395		0.00
	17F	Chrome Front Bumper	210.00	0.00					0.00
	1S	Cloth 40-20-40 Seats	298.00	0.00					0.00
	*S	Vinyl or Cloth 40-Console-40	478.00	0.00					0.00
1	166	Carpet Delete	0.00	0.00					0.00
	525	Cruise Control	220.00	0.00					0.00
	76C	Backup Alarm	129.00	0.00					0.00
	43B	Rear Window Defrost	62.00	0.00					0.00
1	942	Daytime Running Lights	43.00	43.00					0.00
	63A	LED Mirror Spotlights	153.00	0.00					0.00
	91S	LED Amber Warning Strobes	622.00	0.00					0.00
	59H	Center High Mounted (req 91S)	0.00	0.00					0.00
1	18B	Running Boards	413.00	413.00					0.00
	585	AM/FM/CD	512.00	0.00					0.00
1	913	SYNC 3	419.00	419.00					0.00

PAINT COLORS

1	Z1	Oxford White
	G1	Shadow Black
	PQ	Race Red Metallic
	H5	Caribou Metallic
	J7	Magnetic Metallic
	N1	Blue Jeans Metallic
	UX	Ingot Silver Metallic
	H7	Bronze Fire Metallic (XLT only)
	RR	Ruby Red Metallic (XLT only)
	GN	White Gold Metallic(XLT only)
		Tri Coat Paint \$279.00
		Fleet Paint \$614.00
		Special Paint \$851.00

Delivery Region

140.00	1	
115.00	2	
180.00	3	
120.00	4	
110.00	5	
150.00	6	
220.00	7	
200.00	8	
250.00	9	
220.00	10	
280.00	11	
320.00	12	

Base Vehicle	35,571.00
Total Chassis options	2,925.00
Total Body options	0.00
Delivery Zone	
Metallic Paint	
Total	38,496.00

Agency Contact	
Phone	
Agency	
Address	

Updated 1.8.2019



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing a 2021 Ford F-250 Crew Cab 4x4
AGENDA DATE: November 5th, 2020

DATE PREPARED: October 29th, 2020
PREPARED BY: Nic Griffin

AMOUNT: \$31,615.00
GL ACCOUNT #: 505-4115-542200
FUNDING SOURCE: WS
BUDGETED ITEM? Yes

PURPOSE: To purchase a 2020 Ford F-250 crew cab 4x4 for the Utilities Department.

BACKGROUND: The Utilities Director is hiring a new Utility Deputy Director. The department's position requires a vehicle that is reliable. Due to the creation of new positions and also an aging fleet, we do not have a vehicle that would suit this positions job responsibilities.

When trying to obtain bids for these vehicles, staff has contacted multiple dealerships in Georgia. The amount of response and willingness to participate in the bidding process was dismal. Staff has been repeatedly ignored.

Staff was not able to obtain a third bid for any of the vehicles that we have budgeted for purchase. Staff was unable to obtain a state bid sheet for a 2021 F-250 due to them not being available. We have used a bid sheet for a 2021 F-350. These vehicles are very similar in cost and practically identical with options. The state bid price of \$38,496.00 for a 2021 F-350 is fairly accurate if compared to a 2021 F-250. Don Rich Ford's bid came in at \$31,615.00. The budgeted amount is \$46,000.00. This is under budget by \$14,385.00. This additional money will be used to up-fit the vehicle.

STAFF RECOMMENDATION:

Staff recommends purchasing a 2021 Ford F-250 from our local dealer, Don Rich Ford.

IMPACT:

Purchasing this vehicle will help the Utilities Deputy Director perform their job tasks with a reliable vehicle. This will keep maintenance and repair costs lower. It will also help them be more efficient while performing their operational duties.

MOTION:

I move that we authorize the City Manager to purchase a 2021 F-250 from Don Rich Ford in the amount not to exceed \$31,615.00.



Don-Rich Ford Company, Inc.

221 Montgomery Street • P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 • Fax: 770-459-3201

10/22/2020

City Of Villa Rica,

VEHICLE BID

To whom it may concern:

2021 F-250 C/C 4X4 XL

Bid per specs: \$31,615.00

Thank you,

Bart R. Smith

General Manager

Don-Rich Ford Co Inc.



Servicing all of your automotive needs since 1971

www.donrichford.com



GA Statewide Contract 99999-001-SPD0000155

12,500 GVWR Cab & Chassis Ford F-350

Regular Cab, Dual Rear Tires, Spare, PTO, 6.7L Diesel, Automatic, Cab Step, Block Heater, 84 CA, AC, AM/FM, Rear Camera, Power tow mirrors, Bluetooth Capitable

Jessica Davis (678) 385-3427 FAX (770) 433-2412 email jdavis@wade.com

Order	Code	Chassis	Price	Total	Order	Code	Body / Equipment	Price	Total
	X3*	Super Cab (60 CA only)	2,482.00	0.00		21N	Navigation	570.00	0.00
1	W3*	Crew Cab (60 CA only)	3,408.00	3,408.00		54F	Power Telescoping	280.00	0.00
1	60CA	60" CA (Reg Cab)	(125.00)	(125.00)		435	Power Rear Sliding	375.00	0.00
1	630A	Single Rear Tire (60CA only)	(132.00)	(132.00)	1	76Z	Anti-Theft Security System	58.00	58.00
1	*3H	4x4 Drive System (all cabs)	4,017.00	4,017.00		87T	Ford Telematics by Telogis	959.00	0.00
1	213	Shift on the Fly (req 4x4)	176.00	176.00		76S	Remote Start (req 90L)	186.00	0.00
	41P	Skid Plates (req 4x4)	93.00	0.00	1	96W	Spray In Liner	550.00	550.00
	98R	Operator Command Regen	234.00	0.00		TW	Tint Windows	250.00	0.00
	65C	Dual Diesel Tanks (req 96V or 585)	593.00	0.00		AW	AW Mats	126.00	0.00
1	996	6.2L V8 Gasoline Engine	(7,818.00)	(7,818.00)		PU	Fleet Side Bed P/U	(825.00)	0.00
	98F	Gaseous Prep for Alt Fuel	292.00	0.00		76R	Reverse Sensing (req PU)	325.00	0.00
	65M	28 Gal Mid Ship Fuel Tank	119.00	0.00		47A	Ambulance Prep (D only)	1,120.00	0.00
1	67*	Heavy Duty Alternator(s)	106.00	106.00		Body Opt	Utility Body 60CA DRW	11,289.00	0.00
	473	Snow Plow Prep(req 67*)	173.00	0.00		Body Opt	Utility Body 60CA SRW	8,910.00	0.00
1	43C	110V/400W Inverter (req 67*)	72.00	72.00		Body Opt	12.5' Flat Bed 84ca	10,015.95	0.00
	86M	Dual Bateriaes	195.00	0.00		Body Opt	12.5' Flat Bed 84ca Allum	13,265.45	0.00
1	90L	Power Equip Grp W,L,M	1,045.00	1,045.00		Body Opt	2-3 CY Dump Body 84CA		0.00
	X4*	Limited Rear Axle	327.00	0.00		Body Opt	Tailgate lock model #3008560		0.00
1	TDX	A/T Tires	160.00	160.00		Body Opt	PTO (power take off)		0.00
	64J	Polished Aluminum Wheels	570.00	0.00		Body Opt	Spreader Snow Dogg #Shpe2000 2 cub yd		0.00
	67H	Heavy Front Susp Pkg	117.00	0.00		Body Opt	Spreader hold down kit 1496505		0.00
	531	Trailer Brake Wiring	43.00	0.00		Body Opt	Spreader tail light kit		0.00
1	52B	Trailer Brake Controller	252.00	252.00		Body Opt	Spreader 9' stand		0.00
	41A	Rapid Heat Supplemental	245.00	0.00		Body Opt	Snow Plow Snow Dogg #HD75, 7.5"		0.00
1	18A	Upfitter Interface Module	281.00	281.00		Body Opt	Snow Plow Snow Dogg #TE90 plow		0.00
	96V	XL Value Pkg	930.00	0.00		Body Opt	Force America Feed back Kit		0.00
	17F	XL Décor Pkg	205.00	0.00		Body Opt	Force America Hydraulic System		0.00
	643A	XLT Upgrade	4,195.00	0.00		Body Opt	ForceAmerica Feedback Kit #FB-128-5100EX		0.00
	17V	XLT Value Pkg	1,487.00	0.00		Body Opt	ForceAmerica ARC kit# 1225395		0.00
	17F	Chrome Front Bumper	210.00	0.00					0.00
	1S	Cloth 40-20-40 Seats	298.00	0.00					0.00
	*S	Vinyl or Cloth 40-Console-40	478.00	0.00					0.00
1	166	Carpet Delete	0.00	0.00					0.00
	525	Cruise Control	220.00	0.00					0.00
	76C	Backup Alarm	129.00	0.00					0.00
	43B	Rear Window Defrost	62.00	0.00					0.00
1	942	Daytime Running Lights	43.00	43.00					0.00
	63A	LED Mirror Spotlights	153.00	0.00					0.00
	91S	LED Amber Warning Strobes	622.00	0.00					0.00
	59H	Center High Mounted (req 91S)	0.00	0.00					0.00
1	18B	Running Boards	413.00	413.00					0.00
	585	AM/FM/CD	512.00	0.00					0.00
1	913	SYNC 3	419.00	419.00					0.00

PAINT COLORS

1	Z1	Oxford White
	G1	Shadow Black
	PQ	Race Red Metallic
	H5	Caribou Metallic
	J7	Magnetic Metallic
	N1	Blue Jeans Metallic
	UX	Ingot Silver Metallic
	H7	Bronze Fire Metallic (XLT only)
	RR	Ruby Red Metallic (XLT only)
	GN	White Gold Metallic(XLT only)
		Tri Coat Paint \$279.00
		Fleet Paint \$614.00
		Special Paint \$851.00

Delivery Region

140.00	1	
115.00	2	
180.00	3	
120.00	4	
110.00	5	
150.00	6	
220.00	7	
200.00	8	
250.00	9	
220.00	10	
280.00	11	
320.00	12	

Base Vehicle	35,571.00
Total Chassis options	2,925.00
Total Body options	0.00
Delivery Zone	
Metallic Paint	
Total	38,496.00

Agency Contact	
Phone	
Agency	
Address	

Updated 1.8.2019



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

Agenda Item: _____

SUBJECT: Vehicle Purchase – Senior Center
AGENDA DATE: November 5th, 2020

DATE PREPARED: October 29, 2020
PREPARED BY: Nic Griffin

AMOUNT: \$22,500.00
GL ACCOUNT #: 320-5500-542200
FUNDING SOURCE: 2008 SPLOST
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is requesting approval to purchase a Ford Escape.

BACKGROUND: The City obtained a bid for the Department of Parks, Recreation and Leisure Services senior center vehicle purchase. The current maintenance costs on the delivery vehicle are more than the value of the vehicle.

This vehicle purchase was approved by council last year. The dealership failed to order this vehicle as requested. Finding prices that compared to state bid proved difficult for staff. Peach State Ford was able to quote us a 2020 Ford Escape that came under state bid pricing. We have purchased a vehicle from this dealer in the past. The dealer is unable to completely secure this vehicle for purchase but has promised that one could be obtained from their lot that is fairly identical. Staff would like to ask for a “not to exceed amount” of \$22,500.00. The lowest bid price that could be obtained is \$22,256.00.

When trying to obtain bids for previous vehicles, staff had contacted multiple dealerships in Georgia. The amount of response and willingness to participate in the bidding process was dismal. Staff has been repeatedly ignored.

STAFF RECOMMENDATION: Approval of vehicle purchase

IMPACT: Allows for the replacement of an ageing vehicle.

MOTION: I move that we authorize the City Manager to purchase a 2020 Ford Escape from Peach State Ford in the amount not to exceed \$22,500.00

U0F6 ESCAPE 4DR S FWD
2020 MODEL YEAR
UX INGOT SILVER METALLIC
VH DARK EARTH GRAY CLOTH SEATS

INCLUDED ON THIS VEHICLE
EQUIPMENT GROUP 100A

OPTIONAL EQUIPMENT/OTHER
.17" STEEL WHEELS

996	.1.5L ECOBOOST W/START-STOP	NC	NC
447	.8-SPD AUTO TRANSMISSION	NC	NC
	225/65R17 102H A/S BSW2 TIRES		
	JOB #3 ORDER		
153	FRONT LICENSE PLATE BRACKET	NC	NC
	TOTAL OPTIONS/OTHER	00	00
	TOTAL VEHICLE & OPTIONS/OTHER	24885.00	24138.00
	DESTINATION & DELIVERY	1245.00	1245.00
TOTAL FOR VEHICLE		26130.00	

FUEL CHARGE
SHIPPING WEIGHT 3181 LBS.

31.68

26130.00

25414.68

-3,158
\$22,256.68



City of Villa Rica

total price = \$22,256.68

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to
Peach State Ford
2076 Rockmart Highway
Cedartown

21V575

GA 30125

Order Type
2Ramp Code
RA3JBatch ID
LH181Price L
045

Ship to (if other than above)

Date Inv. Prepared

Item Number

Transit Days

08 18 20

21-0313

20

Ship Through

Invoice & Unit Identification NO.

1FMCU0F62LUB96755

Final Assembly Point

LOUISVILLE

Finance Company and/or Bank

Ford Motor Credit

000001

HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA
498	25414.68	24631.68	24731.68	25588.02	373.00	373.00



Disclaimer: This window sticker is only representative of the vehicle. It is not an actual window sticker, and may or may not match the actual window sticker on the vehicle. Please call your dealer for further information.

Vehicle Description

ESCAPE

2020 S FWD
1.5L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION

VIN 1FMCU0F62LU B96755

Exterior

INGOT SILVER METALLIC

Interior

EBONYCLOTH BUCKET SEATS

Standard Equipment INCLUDED AT NO EXTRA CHARGE

EXTERIOR

- . DUAL EXHAUST CHROME TIPS
- . HEADLAMP COURTESY DELAY
- . MIRRORS - POWER GLASS/
- . REAR INT WIPER/WASH/DFRST
- . TAILLAMPS-LED

INTERIOR

- . CARPETED FLOOR MATS
- . DUAL VISOR VANITY MIRRORS
- . MANUAL A/C, SINGLE ZONE
- . MANUAL PASS SEAT - 4-WAY
- . ROTARY GEAR SHIFT DIAL
- . STEERING:TILT/TELESCOPE,

FUNCTIONAL

- . AUTO START STOP TECH
- . CURVE CONTROL
- . FORD CO-PILOT360
- . HOTSPOT TELEMATICS MODEM
- . POWER STEERING W/EPAS
- . REMOTE KEYLESS ENTRY

SAFETY/SECURITY

- . AIRBAG - DRIVER KNEE
- . AIRBAGS - FRONT SEAT
- . AIRBAGS - SAFETY CANOPYÂ®
- . PERSONAL SAFETY SYSTEM
- . SOS POST-CRASH ALERT SYS

WARRANTY

- . 5YR/60,000 POWERTRAIN

- . ACTIVE GRILLE SHUTTERS
- . EASY FUELÂ® CAPLESS FILLER
- . HEADLAMPS - AUTO HALOGEN
- . MANUAL FOLD
- . REAR SPOILER
- . 1-TOUCH DOWN DRIVER WINDOW
- . CLOTH BUCKET FRONT SEATS
- . ILLUMINATED ENTRY SYSTEM
- . MANUAL DRIV SEAT - 6-WAY
- . POWERPOINTS
- . SPLIT FOLD/SLIDE REAR SEAT
- . CRUISE & AUDIO CONTROLS
- . AM/FM/MP3, 6 SPEAKERS
- . BRAKES, 4-WHEEL DISC/ABS
- . ELECTRIC PARKING BRAKE
- . FORDPASS CONNECT 4GWI-FI
- . POWER LOCKS AND WINDOWS
- . REAR VIEW CAMERA
- . SYNCÂ® WITH APPLINKÂ®
- . ADVANCETRACÂ® WITH RSCÂ®
- . AIRBAGS - DUAL STAGE FRONT
- . MOUNTED SIDE IMPACT
- . LATCH CHILD SAFETY SYSTEM
- . SECURILOCKÂ® ANTI-THEFT SYS
- . TIRE PRESSURE MONIT SYS
- . 3YR/36,000 BUMPER / BUMPER
- . 5YR/60,000 ROADSIDE ASSIST

Price Information

STANDARD VEHICLE PRICE

MSRP

\$24,885

Included on this Vehicle

EQUIPMENT GROUP 100A

Optional Equipment

2020 MODEL YEAR
INGOT SILVER METALLIC
DARK EARTH GRAY CLOTH SEATS
.17" STEEL WHEELS
.1.5L ECOBOOST W/START-STOP
.8-SPD AUTO TRANSMISSION
225/65R17 102H A/S BSW2 TIRES
JOB #3 ORDER
FRONT LICENSE PLATE BRACKET

TOTAL VEHICLE & OPTIONS

24,885

DESTINATION & DELIVERY

1,245

TOTAL MSRP

\$26,130

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



CITY MPG
27
HIGHWAY
MPG
33

Estimated Annual
Fuel Cost: \$

Vehicle Engine Information

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



**EXTENDED
SERVICE
PLAN**

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

FREIGHTLINER



Matthew McArthur
Commercial Business Manager

Phone: 706.237.1074

Email: MatthewMcFleet@gmail.com

www.peachstatetrucks.com

City of Villa Rica
Price = \$22,256⁶⁸

10-20-2020

Ford Escape FWD (Contract #10660-WS)

1.5L Ecoboost Engine, Automatic, FWD, 201A, 5 Passenger, Cloth Front Seats, Cloth Rear, AC/Heat, Power Group, AM/FM/CD, Tilt

WADE FORD, Inc. Government Sales 3860 South Cobb Dr Smyrna, GA 30080

	Code	Chassis Options	Total	Code	Chassis Options/Fuel System	Total
	4WD	Four Wheel Drive	1,500.00			0.00
X	60S	Reverse Sensing	235.00			0.00
	68B	CoPilot 360 Asst	1,905.00			0.00
	63D	Remote Start (VP)	475.00			0.00
	63S	Splash Guard (VP)	205.00			0.00
	87D	Wheel Locking Nuts (VP)	72.00			0.00
	47B	Cargo Shade (VP)	130.00			0.00
	51Q	Mini Spare (VP)	201.00		After Market Items	0.00
	61C	Cross Bars (VP)	190.00		Navigation	1,625.00
X	50C	All weather Mats	120.00		Leather Kit - Black	1,000.00
	50Q	Cargo Area Protector	89.00		Reverse Sensing	400.00
	65Q	SE Sport Appearance Pkg	1,235.00			0.00
		Leather Wraaped Str Wheel				0.00
		Roof Rack Side Rails				0.00
		19" Black Prem Alum Wheels				0.00
		Headlamps - Auto				0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
					** Delivery Mileage **	100.00
						0.00
					Base Vehicle	26,595.00
					Sub Total Chassis Options	0.00
					Sub Total Body/Fuel System Options	0.00
					Special Color Paint	0.00
					Delivery Mileage	0.00

PAINT COLORS

PAINT COLORS			
	BR	Karat Gold	
	D7	Sunset	
	J4	Deep Impast Blue	
	J7	Magnetic Metallic	
	UM	Agate Black	
1	UX	Ingot Silver Metallic	
	YZ	Oxford White	
	RR	Ruby Red Metallic (Add 384.00)	\$0.00
	UG	White Platinum XLT only (Add 577.00)	\$0.00

Rev 6.04.19

Base Vehicle	26,595.00
Sub Total Chassis Options	0.00
Sub Total Body/Fuel System Options	0.00
Special Color Paint	0.00
Delivery Mileage	0.00
GPC	-3,158.00
TOTAL	23,437.00

Agency _____
Contact _____
Phone _____
Fax _____
Address _____

\$23,792.00

W/ options.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchasing Six 2021 Police Interceptors
AGENDA DATE: November 5th, 2020

DATE PREPARED: 10/29/2020
PREPARED BY: Nic Griffin

AMOUNT: \$213,150.00
GL ACCOUNT #: 322-3210-542200, 321-3210-542200, 350-3210-552200
FUNDING SOURCE: DSPLOST, CSPLOST, GENERAL FUND
BUDGETED ITEM? YES

PURPOSE:

To purchase Six 2021 Ford Police Interceptors for the City of Villa Rica's Police Department.

BACKGROUND:

As a growing Police Department, the city's vehicle needs are steadily rising. As the vehicle needs and demands rise, the current fleet ages with increasing maintenance cost due to mileage, engine hours, and wear.

When trying to obtain bids for these vehicles, staff has contacted multiple dealerships in Georgia. The amount of response and willingness to participate in the bidding process was dismal. Staff has been repeatedly ignored.

Unfortunately, staff was unable to obtain a third bid for any of the vehicles that we have budgeted for purchase. Don Rich Ford has beaten the state bid price of \$34,729.00 (Without \$1,550.00 warranty). If you included the extended warranty, the cost would be \$36,279.00. Don Rich Fords bid came in at \$35,525 (With 125,000 mile extended warranty). The cost of the extended warranties will could out of the M/R Vehicle fund, if needed. These extended warranties will cost \$3,737.94 over the budgeted capital amount. The warranties will practically pay for themselves. This is said based off of the historical vehicle issues that we have had in the past two years.

STAFF RECOMMENDATION:

Staff recommends purchasing six Ford Explorer Police Interceptors from our local dealer, Don Rich Ford.

IMPACT:

Purchasing these vehicles will help us keep maintenance costs down by having vehicles that are under a Ford warranty. It will also allow the Police Department to transfer the older units to a department that doesn't have such an intensive use. This will keep mileage reasonable for the older units.

MOTION:

I move that we authorize the City Manager to purchase six 2021 Ford Explorer Police Interceptors from Don Rich Ford in the amount not to exceed \$213,150.00.



Don-Rich Ford Company, Inc.

221 Montgomery Street · P.O. Box 429

Villa Rica, GA 30180

Tel: 770-459-5132 · Fax: 770-459-3201

10/22/2020

City Of Villa Rica,
VEHICLE BID

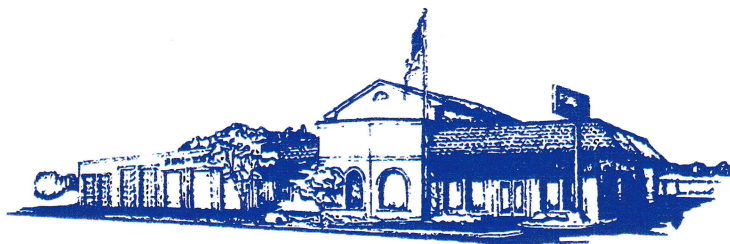
To whom it may concern:

2021 Pursuit Utility Vehicle
W/ 125,000 Mile Basecare Warranty

Bid per specs: \$35,525.00

Thank you,

Bart R. Smith
General Manager
Don-Rich Ford Co Inc.



Servicing all of your automotive needs since 1971

www.donrichford.com

rev 07.23.20



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: SLR Roofing to install roof on Fullerville
AGENDA DATE: November 5th, 2020

DATE PREPARED: October 29th, 2020
PREPARED BY: Nic Griffin

AMOUNT: Not to exceed \$12,000
GL ACCOUNT #: 100-6120-522210
FUNDING SOURCE: GF
BUDGETED ITEM? No

PURPOSE: To engage SLR Roofing to install an architectural style shingle roof on Fullerville Concession stand.

BACKGROUND: In the past, staff has had to perform many different types of roofing repairs to Fullerville. The roof has peeled back a few times. After the weather incident on 10/29, almost half of the roof was torn off and damaged. We have a temporary tarp on it right now. Staff has contacted multiple roofing companies for bids. SLR was the only one to bid a shingle style roof. This type of roof system is made to last more than 25 years. The decking under the paneling has a bit of damage. If the company has to replace all the decking, the cost would be \$12,500. This is unlikely, but possible.

STAFF RECOMMENDATION:

Staff recommends engaging SLR Roofing to install an architectural style shingle roof on Fullerville Concession stand.

IMPACT:

This will provide the facility with a long lasting roof and protect the structure from any additional rain damage.

MOTION:

I move that we authorize the City Manager to engage SLR roofing to install a roof on Fullerville Concession stand for an amount not to exceed \$12,000.

RECEIPT

[illegible]



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Body worn camera and data transfer station – WatchGuard

AGENDA DATE: 11/10/2020

DATE PREPARED: 10/28/2020

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$3,020.00

GL ACCOUNT #: 350-3210-542500

FUNDING SOURCE: GF Capital

BUDGETED ITEM? Yes

PURPOSE: To expand the body worn camera program by one unit, and obtain the data transfer station required for compatibility with the latest body camera model.

BACKGROUND: Video evidence is the standard of police operations in modern society. Ensuring each officer has a body worn camera at all times greatly increases transparency, aids in prosecutions, and shields the agency from fraudulent claims. The data transfer station allows the body camera to be configured, downloaded, and receive software updates as required. The original budget request for this project was for three body worn cameras, however the current need is for only one camera and a data transfer station. The cost of this request is equitable to the original request.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase one additional body worn camera and the data transfer station from WatchGuard. The police department's entire fleet of cameras is a WatchGuard

product, and the city recently made a significant technology investment in WatchGuard video cloud storage.

IMPACT: Public trust and efficient operations are critical to the police department and community as a whole. Video recording devices are important for supervision, training, prosecution, and internal investigations.

MOTION: I make a motion that we allow the police department to purchase one additional body worn camera and the data transfer station from WatchGuard for the amount of \$3,020.00.



4RE/VISTA Price Quote

CUSTOMER: Villa Rica Police Department

ISSUED: 10/28/2020 2:39 PM

EXPIRATION: 12/2/2020 6:00 AM

,
,,
,,,

**TOTAL PROJECT ESTIMATED AT:
\$3,020.00**

ATTENTION: Hunter Ethredge

SALES CONTACT: Eric Varner

PHONE: 770-459-5149

DIRECT: (469) 342-8940

E-MAIL:

E-MAIL: eric.varner@motorolasolutions.com

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device	1.00	\$495.00	\$0.00	\$495.00
					\$495.00

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-BWC-001	V300, Body Worn Camera, 1080P, WiFi/Bluetooth with Removable Battery	1.00	\$995.00	\$0.00	\$995.00
VIS-300-VTS-KIT	Transfer Station II Kit, Incl. Power & AC Cables, Label and Docs	1.00	\$1,495.00	\$0.00	\$1,495.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-300-CAM-1ST	Warranty, V300 1st Year (Months 1-12) Included	1.00	\$0.00	\$0.00	\$0.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$35.00	\$0.00	\$35.00
					\$2,525.00

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

Configuration Discounts \$0.00

Additional Quote Discount \$0.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

Total Amount

\$3,020.00

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.

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



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Patrol vehicle emergency equipment – Metropolitan Communications

AGENDA DATE: 11/10/2020

DATE PREPARED: 10/14/2020

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$49,439.00

GL ACCOUNT #: 322-3210-542200
321-3210-542200
350-3210-542200

FUNDING SOURCE: DSPLOST
CSPLOST
GF

BUDGETED ITEM? Yes

PURPOSE: To equip the six newly ordered patrol Explorers with all necessary emergency equipment.

BACKGROUND: We are adding six vehicles to our current fleet of police vehicles. Equipping them with proper emergency lights, sirens, partitions and other necessary equipment is standard for making them usable as active duty uniform patrol vehicles.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase the equipment through Metropolitan Communications who we are currently contracted with. We have used Metropolitan Communications to purchase and install our equipment for several years now and have been happy with their service.

IMPACT: We are still building our fleet of patrol vehicles to further expand our take home car program. It has been a very positive program and the vehicles are being very well maintained. The take home program has also been very helpful in recruiting.

MOTION: I make a motion that we allow the police department to use Metropolitan Communications to purchase and install all necessary emergency equipment in the six new patrol vehicles for the amount of \$49,439.00.

Metropolitan Communications



Making Wireless Communications Work for You Since 1978

Prepared For: 103 Commercial Ave
Carrollton, GA
770-834-7704

7/1/2020

PREPARED FOR:
VILLA RICA POLICE DEPT
2020 FORD INTERCEPTOR UTILITY UPFITTER PACKAGE
ATTENTION: HUNTER ETHRIDGE

PREPARED BY:
EVAN BUFORD

QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
6	FEDERAL INTEGRITY PACKAGE, SMART SIREN, SPKR - STT	\$2,048.00	\$12,288.00
6	PUSH BUMPER ONLY	\$335.00	\$2,010.00
12	MPS620U-BW CHANNEL LIGHTS	\$112.00	\$1,344.00
6	FULL SPACE SAVER PARTITION W/ LOWER EXT	\$710.00	\$4,260.00
6	PROGARD REAR CARGO	\$438.00	\$2,628.00
6	FORD INTERCEPTOR CONSOLE	\$388.00	\$2,328.00
6	INTERNAL CUP HOLDER	\$48.00	\$288.00
6	ARM-103 ARM REST	\$103.00	\$618.00
6	REAR FLASHER	\$82.00	\$492.00
6	FRONT FLASHER	\$68.00	\$408.00
6	HAVIS LAPTOP MOUNT UT-1001, HDM-305, MD-202, HDM-204	\$589.00	\$3,534.00
6	HEADREST PRINTER STAND	\$290.00	\$1,740.00
6	BROTHER P-722 PRINTER	\$322.00	\$1,932.00
6	800 MHZ ANTENNA AND COAX	\$92.00	\$552.00
36	MPS600U BLUE - SIDE OF PB AND TAG LIGHTS, CARGO	\$94.00	\$3,384.00
12	L BRACKETS FOR CARGO AREA INTERSECTION	\$13.00	\$156.00
6	REAR FACING LIGHTBAR REAR HATCH	\$285.00	\$1,710.00
6	WINDOW GUARDS REAR - CHOOSE POLY OR STEEL	\$210.00	\$1,260.00
6	WIRING AND FUSE BLOCK FOR VEHICLE	\$70.00	\$420.00
6	3 HOLE OUTLET	\$22.00	\$132.00
1	SHIPPING FOR EQUIPMENT	\$515.00	\$515.00
6	INSTALLATION	\$1,240.00	\$7,440.00

TOTAL \$49,439.00

NOTES:

PLEASE ALLOW 3-5 WEEKS DELIVERY ON LARGE ITEMS
CAMERA / RADAR INSTALLATION INCLUDED
PROPOSAL GOOD FOR 90 DAYS
LIGHTBAR BUILD WILL HAVE RED LIGHTS AS STT



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Patrol vehicle emergency 2-way radios – Motorola (Metropolitan Communications)

AGENDA DATE: 11/10/2020

DATE PREPARED: 10/14/2020

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$20,159.94

GL ACCOUNT #: 321-3210-542200
322-3210-542200
350-3210-542200

FUNDING SOURCE: CSPLOST
DSPLOST
GF

BUDGETED ITEM? Yes

PURPOSE: To equip the six newly ordered patrol Explorers with emergency band two way radios.

BACKGROUND: We are adding six vehicles to our current fleet of police vehicles. Each patrol vehicle must be equipped with a 2-way radio for communications with dispatch, other police units, and other public safety agencies.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase the equipment from Motorola through Metropolitan Communications who we are currently contracted with. We have used Metropolitan Communications to install our radio equipment for several years now and have been happy with their service.

IMPACT: Emergency communications are imperative to public safety operations. Failure to equip vehicles with 2-way radios significantly impacts efficiency, safety, and the overall operations of the police department.

MOTION: I make a motion that we allow the police department to purchase six new in car 2-way radios from Motorola through Metropolitan Communications and install the radio equipment in the vehicles for the amount of \$20,159.94.



Quote Number: QU0000514983

Effective: 14 OCT 2020

Effective To: 13 DEC 2020

Bill-To:

VILLA RICA, CITY OF
571 W BANKHEAD HWY
VILLA RICA, GA 30180
United States

Ultimate Destination:

VILLA RICA, CITY OF
571 W BANKHEAD HWY
VILLA RICA, GA 30180
United States

Attention:

Name: Ethridge
Phone: 7704595149

Sales Contact:

Name: Evan Buford
Email: e.buford@metrocomms.net
Phone: 7708347704

Contract Number: NASPO ValuePoint
Freight terms: FOB Destination
Payment terms: CREDIT CARD PAY METHOD

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	6	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ	\$1,714.00	\$1,251.22	\$7,507.32
1a	6	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	\$1,570.00	\$1,146.10	\$6,876.60
1b	6	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	\$43.00	\$31.39	\$188.34
1c	6	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	-	-	-
1d	6	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
1e	6	B18CR	ADD: AUXILIARY SPKR 7.5 WATT	\$60.00	\$43.80	\$262.80
1f	6	W22BA	ADD: STD PALM MICROPHONE APX	\$72.00	\$52.56	\$315.36
1g	6	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
1h	6	GA00804AA	ADD: APX O2 CONTROL HEAD	\$492.00	\$359.16	\$2,154.96
1i	6	G628AC	ADD: REMOTE MOUNT CBL 17 FEET	\$15.00	\$10.95	\$65.70
1j	6	G67DQ	ADD: REMOTE MOUNT APXM	\$297.00	\$216.81	\$1,300.86
1k	6	G24AX	ADD: 3Y ESSENTIAL SERVICE	\$138.00	\$138.00	\$828.00
1l	6	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	-	-	-
2	600	SVC03SVC0115D	SUBSCRIBER PROGRAMMING	\$1.00	\$1.00	\$600.00

Estimated Freight Amount

\$60.00

Total Quote in USD

\$20,159.94

1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number

- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

4. Prices quoted are valid for thirty(30) days from the date of this quote.

5. Unless otherwise stated, payment will be due within forty five day of invoice. Invoicing will occur concurrently with shipping. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: In-car and body worn camera bundles – WatchGuard

AGENDA DATE: 11/10/2020

DATE PREPARED: 10/14/2020

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$44,544.00

GL ACCOUNT #: 321-3210-542200
322-3210-542200
350-3210-542200

FUNDING SOURCE: CSPLOST
DSPLOST
GF

BUDGETED ITEM? Yes

PURPOSE: To equip the six newly ordered patrol vehicles with in-car video cameras and body cameras.

BACKGROUND: Video evidence is the standard of police operations in modern society. Equipping each new patrol vehicle with an in-car camera and body worn camera for the assigned officer greatly increases transparency, aids in prosecutions, and shields the agency from fraudulent claims.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase the six in-car and body worn camera bundles from WatchGuard. The police department's entire fleet of cameras is a WatchGuard product, and the city recently made a significant technology investment in WatchGuard video cloud storage.

IMPACT: Public trust and efficient operations are critical to the police department and community as a whole. Video recording devices are important for supervision, training, prosecution, and internal investigations.

MOTION: I make a motion that we allow the police department to purchase six new in-car and body worn camera bundles from WatchGuard for the amount of \$44,544.00.



4RE/VISTA Price Quote

CUSTOMER: Villa Rica Police Department

ISSUED: 7/1/2020 4:04 PM

EXPIRATION: 7/21/2020 10:00 AM

,
,,
,,,

**TOTAL PROJECT ESTIMATED AT:
\$44,544.00**

ATTENTION: Hunter Ethredge

SALES CONTACT: Eric Varner

PHONE: 770-459-5149

DIRECT: (469) 342-8940

E-MAIL:

E-MAIL: eric.varner@motorolasolutions.com

V300 Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-300-CHG-001	V300, USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	6.00	\$95.00	\$0.00	\$570.00
VIS-300-BAT-RMV	V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh	6.00	\$99.00	\$0.00	\$594.00
4RE-STD-GPS-RV2	V300 and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the V300 Continuous Use Wearable Camera with 12 hours continuous HD recording, one camera mount, 128 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	6.00	\$5,550.00	\$0.00	\$33,300.00
WAR-300-CAM-NOF	Warranty, V300 3 Year, No-Fault	6.00	\$450.00	\$0.00	\$2,700.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$240.00	\$0.00	\$240.00
					\$37,404.00

EvidenceLibrary.com

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
ELC-SAH-UNL-ASD	Evidencelibrary.com, Software and Hosting, Unlimited Assigned, Annually per device	12.00	\$495.00	\$0.00	\$5,940.00
					\$5,940.00

4RE and VISTA Proposal

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	6.00	\$200.00	\$200.00	\$0.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	6.00	\$200.00	\$0.00	\$1,200.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$0.00	\$0.00	\$0.00
					\$1,200.00

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

Configuration Discounts	\$1,200.00
Additional Quote Discount	\$0.00
Total Amount	\$44,544.00

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.

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



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Portable emergency 2-way radios – Motorola (Metropolitan Communications)

AGENDA DATE: 11/10/2020

DATE PREPARED: 10/14/2020

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$30,597.60

GL ACCOUNT #: 321-3210-542200

FUNDING SOURCE: CSPLOST

BUDGETED ITEM? Yes

PURPOSE: To replace 10 previous generation portable radios with current model, manufacturer supported portable 2-way radios.

BACKGROUND: Motorola no longer provides maintenance upgrades and support on older generation radios. This means when a portable radio goes down for some types of service, it is not able to be repaired. This purchase will continue the phase in of newer radios to replace older models still in service at the agency.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase the equipment from Motorola through Metropolitan Communications who we are currently contracted with. We have used Metropolitan Communications to handle our radio equipment for several years now and have been happy with their service.

IMPACT: Emergency communications are imperative to public safety operations. Failure to equip officers with current 2-way radios significantly impacts efficiency, safety, and the overall operations of the police department.

MOTION: I make a motion that we allow the police department to purchase ten new portable 2-way radios from Motorola through Metropolitan Communications for the amount of \$30,597.60.



Quote Number: QU0000508233

Effective: 23 JUN 2020

Effective To: 22 AUG 2020

Bill-To:

VILLA RICA, CITY OF
571 W BANKHEAD HWY
VILLA RICA, GA 30180
United States

Ultimate Destination:

VILLA RICA, CITY OF
571 W BANKHEAD HWY
VILLA RICA, GA 30180
United States

Attention:

Name: Ethridge
Phone: 7704595149

Sales Contact:

Name: Evan Buford
Email: e.buford@metrocomms.net
Phone: 7708347704

Contract Number: NASPO ValuePoint

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	10	H51UCF9PW6AN	APX 4000 7/800 MHZ MODEL 2 PORTABLE	\$1,963.00	\$1,432.99	\$14,329.90
1a	10	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT)	-	-	-
1b	10	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570.00	\$1,146.10	\$11,461.00
1c	10	H842BJ	ADD: SINGLE UNIT PACKAGING	-	-	-
1d	10	HA00022AB	ADD: 3Y ESSENTIAL ACCIDENTAL DAMAGE	\$234.00	\$234.00	\$2,340.00
2	10	PMPN4174A	CHGR DESKTOP SINGLE UNIT	\$76.00	\$55.48	\$554.80
3	10	PMMN4046A	IMPRES, US/NA	\$103.00	\$75.19	\$751.90
4	1000	SVC03SVC0115D	IMPRES SPEAKER MIC W/VOL, IP57	\$1.00	\$1.00	\$1,000.00
			SUBSCRIBER PROGRAMMING			

Estimated Freight Amount

\$160.00

Total Quote in USD

\$30,597.60

1. Terms subject to ITT57 as modified by the clarifications and terms/conditions. For a full list of terms/conditions please contact you Motorola representative.

2. PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)

3. Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

4. Prices quoted are valid for thirty(30) days from the date of this quote.

5. Unless otherwise stated, payment will be due within forty five day of invoice. Invoicing will occur concurrently with shipping. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Personnel Policies Update
AGENDA DATE: 11/10/2020/

DATE PREPARED: 10/29/2020
PREPARED BY: Stephanie Rooks

AMOUNT: No Cost,
GL ACCOUNT #: NA

PURPOSE: The purpose of the update to the Personnel Policies is so the City stays in compliance with State and Federal legislation, as well update employee policies to provide guidance to employees and managers. This is a best practice supported by our liability insurance carrier (LGRMS).

BACKGROUND: The last update to the Personnel Policies was adopted in November 1, 2019. additions to current policies. The changes are on the following pages:

Page 10 Demotion
Page 40 Tuition Reimbursement
Added:
Page 19 E-Mail Policy
Page 20 Clean Desk Policy
Page 17 Security Awareness and Training

STAFF RECOMMENDATION: Staff is recommending approval of the 2021 Personnel Policies.

IMPACT: This action will allow the City and its employees to have clearly defined policies.

MOTION: Make a motion to adopt a resolution authorizing the City Manager and the Human Resources Manager to implement the revised personnel handbook, effective January 1, 2021



The City of Villa Rica

Personnel Policies

Effective

January 01, 2021



Dear Employee:

Congratulations on being selected for your new position with The City of Villa Rica! We would like to be one of the first to welcome you to your new job with the City.

Starting a new job is sometimes unsettling and a little confusing. This Employee Handbook has been developed to communicate the City's policies, procedures, expectations, and standards of conduct, as well as our values, goals, objectives, and other information to you. We will attempt to give advance notice of any changes or additions, although there may be occasions when policies or procedures are changed without advance notice.

As an employee of the City, the importance of your contribution cannot be overstated. Our goal is to provide the finest quality services to the citizens and businesses in the City and to do this efficiently and effectively. You are an important part of this process because your work directly impacts and influences the services provided by the City, as well as the City's reputation and how the City is perceived by its citizens, businesses, and other branches and levels of government.

We are pleased that you have joined us and trust that you will find your job as part of our team, to be both challenging and rewarding.

Sincerely,

Tom Barber, City Manager

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The

and



City of Villa Rica

Statement of Philosophy, Mission
Vision

Statements of Philosophy, Mission and Vision

Statement of Our Philosophy

We believe Villa Rica deserves quality services delivered in a professional, courteous and efficient manner. We are dedicated to the excellence of services to the citizens and businesses in the City.

We recognize that people are our most valuable asset in delivering services to the citizens and businesses in the City and we believe that each employee deserves:

- A challenging, satisfying, positive, and rewarding work environment;
- Respect, recognition, and reward;
- A safe, healthy, discrimination free, and drug free work place; and
- The opportunity to pursue and achieve their personal and career goals.

Statement of Our Mission and Vision

Mission Statement

The City of Villa Rica, with its hometown charm, provides services with integrity, a skilled workforce, economic development opportunities, while ensuring fiscal responsibility in a safe environment.

Vision Statement

The City of Villa Rica, a safe, thriving, and diverse community that seeks to enhance the quality of life, preserve its historic character, while promoting well-planned growth.

~~CITY GOVERNMENT~~City Government

Policy Revisions & Amendments

Effective Date of Policies & Procedures

~~through the City Manager.~~

The City of Villa Rica

Purpose of the Handbook

Last Updated October 29, 2020 | Page

will be applied consistent with all applicable laws and regulations. This Handbook revokes, replaces, and supersedes any prior Handbooks, policies, or procedures previously in place and makes ineffective any verbal or written representations contrary to this Handbook, unless expressly approved by the City Council.

Nothing in this Handbook is intended to, nor shall it be construed to create, a contract of employment of any kind or a property right or entitlement to employment, continued employment, or any specific terms or conditions of employment. Nothing in this Handbook is intended to provide any assurance of continued employment. The only exception to this policy is a written employment agreement approved at the discretion of the City Council. Otherwise, all employment with the City is at will and for no specific period of time and may be terminated at any time and for any reason or no reason at all, with or without advance notice.

Chapter One: Equal Employment Opportunity General Personnel Policies

Section 100.000 — EEO Policy

The City is committed to maintaining a workplace that is free of inappropriate or unlawful conduct on the basis of race, color, religion, sex, national origin, age, disability, veteran status, genetic information, or other protected status as provided by law. In keeping with this commitment, the City prohibits the unlawful treatment of employees, including harassment, discrimination, and retaliation, by anyone, including any supervisor, coworker, contractor, subcontractor, vendor, or citizen of the City. It is the City's policy to comply with all applicable federal, state, and local laws.

Section 110.000 — Prohibited Conduct

Discrimination, harassment, retaliation, and/or improper conduct consists of misconduct that includes unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as race, color, religion, sex, national origin, age, disability, veteran status, genetic information, or any other protected group status as provided by law. This relates to all aspects of employment, including but not limited to, recruitment, hiring, placement, promotion, demotion, transfer, lay-off, recall, discipline, termination, compensation, and benefits. All such conduct is prohibited.

Section 130.000 — Sexual or Other Unlawful Harassment

Unlawful harassment can take many forms, and includes conduct based on an individual's sex as well as his or her race, color, religion, national origin, age, disability, veteran status, genetic information, or any other protected group status as provided by law. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on a protected class constitute harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment; (2) submission to or rejection of the conduct is used as the basis for an employment decision; or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Inappropriate conduct may include explicit sexual propositions; sexual innuendo; suggestive comments; sexually oriented or protected-status "kidding" or "teasing;" "practical jokes;" jokes about protected-status traits; foul or obscene language or gestures; displays of foul, obscene, or offensive material and protected-status traits; sexually-related or protected-status related emails and text messages; and physical contact, such as patting, pinching, or brushing against another's body.

The City prohibits any type of sexual or other unlawful harassment. Any person who feels that he or she has witnessed or been subject to harassment is obligated to report to supervision and should follow the City's Complaint Procedure set forth in this Handbook.

Section 140.000—Americans with Disabilities Act Amendments Act (ADAAA)

It is the City's policy to provide equal employment opportunity to applicants and employees with covered disabilities under the Americans with Disabilities Act ("ADA") or other applicable law. This policy applies to all aspects of employment and application for employment. As required by the ADA or other applicable law, the City will provide reasonable accommodations to qualified individuals with a disability in the workplace unless such accommodations present an undue hardship or if the individual is a direct threat to the health or safety of the individual or others.

A disability is defined as an impairment that substantially limits a major life activity or having a record of such an impairment or being regarded as having such an impairment. A disability has been broadly defined and has been found to include, but are not limited to:

- Alcoholism
- Eating Disorders
- Fragrance sensitivity
- Allergies
- Sleep Disorders
- Personality Disorders
- Epilepsy
- Diabetes
- Cancer
- HIV
- Learning Disabilities

An individual with a disability may request a reasonable accommodation at any time during the application process or during employment. Reasonable accommodations are changes made to the work environment or to the manner or circumstances in which the job customarily is performed that allow an individual with a disability to perform all essential job functions. The City is not required, however, to provide an accommodation if doing so would cause an undue hardship to the City or if the individual is a direct threat to the health or safety of the individual or others in the workplace.

All requests for accommodations will be addressed in connection with an interactive dialogue with the affected individual. To request an accommodation, which may include unpaid leave or modification of your working environment, an individual should complete an Accommodation Request Form ~~(which is available from City Clerk)~~ and return it to the ~~Human Resources Manager~~Human Resources Director.

Upon receiving a request for accommodation, the City will seek an interactive process with the individual to clarify his or her needs and identify the appropriate reasonable accommodation. During this process, the City may request reasonable documentation, including medical documentation, of the individual's disability and need for a reasonable accommodation. Failure to provide required medical information or to otherwise participate in a meaningful way in the interactive dialogue process regarding an accommodation request may result in denial of an accommodation. Because of the personal nature of some disability issues, the City will take every reasonable effort to ensure confidentiality during the review process.

~~Section 960150.100—Scope of Policy~~

In addition to the information on the Notice following this Policy (identified as Employee Rights and Responsibilities), the following information is provided to explain the employee's rights and obligations when requesting a family or medical leave.

It is the policy of The City of Villa Rica to provide eligible employees up to twelve (12) weeks of unpaid leave under the FMLA for one or more of the following reasons:

- (1) Birth of a child and to care for the newborn child;
- (2) Adoption or foster placement of a child with the employee;
- (3) To care for the employee's spouse, son, daughter or parent, if that person has a serious health condition;
- (4) — Serious health condition of employee that prevents the employee from performing the job functions; and
- (5) — Any qualifying exigency arising from the fact that the employee's family member (the covered military member) is member) — onis — active on duty or has been notified of an impending deployment in support of a contingency operation. Qualifying exigencies are defined as short-notice deployment (seven or less calendar days); military events and related activities; childcare and school activities; financial and legal arrangements; counseling; rest and recuperation (up to five days per instance); post-deployment activities; additional activities where the City and employee agree that the leave is an exigency and agree to both timing and duration of the leave.

The City of Villa Rica will provide eligible employees up to twenty-six (26) weeks of unpaid Military Caregiver Leave under the FMLA to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. Please note that this leave is available for the care of current service members and covered veterans.

FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered service member. Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, then the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the City's operations.

All requests for intermittent or reduced leave for FMLA purposes must be submitted to Human Resources for review.

~~For military exigency, the City may require that a first request for leave because of a qualifying exigency arising from active duty or a call to active duty be supported by a copy of the covered service member's active duty orders or other documentation issued by the military. A certification form requesting the required information to support a request for exigency leave will be provided by the City upon request.~~

~~Supervisors should provide any employee absent due to a health condition for three or more consecutive days with a Medical Leave Packet that informs employees of their FMLA rights and responsibilities. This packet shall include detailed information regarding the City's leave policies, the "Family & Medical Leave Request Form," certification documentation to be provided to the employee's health care provider, return to work documentation and such other information as the Human Resources DirectorHuman Resources ManagerHuman Resources Director or his/her designee deems appropriate.~~

~~An employeeAn isemployee eligibleis foreligible FMLAfor leaveFMLA onlyleave ifonly their employeethe meetsemployee allmeets threeall ofthree theof followingthe eligibilityfollowing eligibility requirements:~~

- (1) — Has been employed by the City for at least 12 months (which do not have to be consecutive) prior to the date of leave*;
- (2) — Has worked at least 1,250 hours during the 12-months immediately before the date FMLA leave begins; and
- (3) — Is employed at a worksite within 75 miles of which the City employs at least 50 people.

~~*The City need not count employment prior to a break in service of seven years or more unless there was a written agreement between the employer and employee or the break in service was due to fulfillment of military service in the National Guard or Reserves.~~

~~Under normal circumstances, the Human Resources Director Manager or his/her designee will notify the employee of eligibility within 5 business days of the request for FMLA leave utilizing the WH-381 form promulgated by the United States Department of Labor or a similar form approved by the Human Resources Director.~~

Certification

Employees are allowed are upallowed to up 15to calendar15 calendar days fromdays receiptfrom ofreceipt theof Notice the ofNotice Eligibilityof Eligibility and Rights & Responsibilities to complete and return the appropriate certification form.

~~*Certification of Qualifying Exigency for Military Family Leave*~~

~~The City may require that an employee's request for qualifying exigency leave be supported by an appropriate certification. The City may require that the certification include a copy of the military member's active duty orders. However, the employee is only required to provide this information to the City once for a military member on a specific deployment.~~

~~The City may also require the employee to submit certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought. For example, if the employee is taking leave to meet with an alternate childcare provider or a financial consultant, the City may require the employee to provide the contact information of the third party with whom the employee is meeting. Where an employee seeks leave to spend timespend withtime awith a military membermilitary onmember Reston andRest and Recuperation leaveRecuperation leave, the City may request a copy of the military member's Rest and Recuperation orders, or other documentation confirming the dates of the member's leave.~~

~~The City may require that leave to care for a covered service member be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (Authorization (ITA) issued to any member of the covered service member's family.~~

- ~~(1) United States Department of Defense ("DOD") health care provider;~~
- ~~(2) United States Department of Veterans Affairs ("VA") health care provider;~~
- ~~(3) DOD TRICARE network authorized private health care provider;~~
- ~~(4) DOD non-network TRICARE authorized private health care provider; or~~
- ~~(5) Non-military-affiliated health care provider.~~

- ~~(1) United States Department of Defense ("DOD") health care provider;~~
- ~~(2) United States Department of Veterans Affairs ("VA") health care provider;~~
- ~~(23) DOD TRICARE network authorized private health care provider;~~
- ~~(4) DOD non-network TRICARE authorized private health care provider; or~~
- ~~(5) Non-military-affiliated health care provider.~~

An employer may request a second or third opinion of a current service member's serious injury or illness only when a certification is provided by a non-military-affiliated health care provider.

~~The City may require that leave to care forthatthat leave to care for a veteran be supported by a certification completed by any authorized health authorized health care provider. An employee may submit a copy of a VASRD rating determination or enrollment documentation from the VA Program of Comprehensive Assistance Comprehensive for Assistance Family for Caregivers Family to Caregivers certify to that certify that the veteran has a serious injury or illness. This documentation is sufficient regardless of whether the employee is the Named caregiver. However, if the employee submits such documents, the employee may still be required to provide confirmation of family relationship and documentation of discharge date and status for a complete certification~~

~~An authorized health care provider is a~~

- ~~(1) — United States Department of Defense ("DOD") health care provider;~~
- ~~(2) — United States Department of Veterans Affairs ("VA") health care provider;~~
- ~~(3) — DOD TRICARE network authorized private health care provider;~~
- ~~(4) — DOD non-network TRICARE authorized private health care provider; or~~
- ~~(5) — Non-military-affiliated health care provider.~~

~~The City may request a second and third opinion of a covered veteran's serious injury or illness only when a certification is provided by a non-military-affiliated health care provider.~~

Clarification

~~If an employee submits a complete and sufficient certification form signed by a health care provider, no additional request for information from the health care provider will be made by the City. However, the City may contact the health care provider for purposes of clarification and authentication of the medical certification. Authentication means providing the health care provider with a copy of the certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document. Clarification means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response. The City shall not ask the health care provider for additional information beyond that contained on the medical certification form.~~

Designation

~~Within five days of receipt of all requested information, the Human Resources DirectorHuman Resources ManagerHuman Resources Director, or his/her designee will mail a cover letter and Designation Notice form (WH-382) to notify the employee whether his or her FMLA request has been approved or denied. The cover letter will address specific information related to the need for leave or benefit changes.~~

~~In some circumstances, the Designation Notice may be provided contemporaneously with the Notice of Eligibility and Rights & Responsibilities (WH-381) form when adequate information has been obtained regarding both the employee's eligibility for FMLA leave and .and the absence's qualification for FMLA leave.~~

~~Effect on Leave~~

~~Employees who are granted FMLA leave will be required to use accrued leave balances concurrently with the FMLA leave. Additionally, any workers' compensation leave that qualifies as a FMLA event will run concurrently with the FMLA leave.~~

~~Missed Deadlines~~

~~In most cases, the City will request recertification no more often than every 30 days, unless:~~

- ~~(1) the medical certification indicates that the minimum duration of the condition is more than 30 days; or~~
- ~~(2) the employee requests an extension of leave that has been certified to have a duration of less than 30 days; or~~
- ~~(3) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications); or~~
- ~~(4) the City receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification.~~

All employees are covered under the provisions of the Workers' Compensation Act. This act provides protection of the employee in the event of injury or death arising out of and in the course of performing work for the City. It is designed to pay medical expense for an on-the-job injury or illness and pay a portion of the employee's lost wages. If you are involved in an accident during any time you are earning wages from the City, you are to immediately notify your supervisor. A First Report of Injury form must be completed, and returned to the Human Resources Manager/Human Resources Director for processing. If medical attention is necessary, you must seek treatment from a physician listed on the "Panel of Physician's," which is posted in your department. In the case of an emergency, seek treatment from the nearest emergency room, urgent care clinic, or physician. Workers' Compensation time lost from work will run concurrently with FMLA.

In addition, in accordance with state law, the City utilizes E-Verify to verify the work eligibility of its employees. E-Verify is an Internet-based system operated by Department of Homeland Security in partnership with Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees. E-Verify works by electronically comparing the information on an employee's Form I-9 with SSA and DHS records to verify the identity and employment eligibility of each newly hired employee.

~~**As mandated by E-Verify and state law, the City displays its E-Verify identification number and registration date on the City's official website, and also displays both the English and Spanish Notices of E-Verify Participation and the Right to Work Posters at City Hall.**~~

~~Chapter Two: Employment Policies and Procedures~~

~~Section 400.000~~——At-Will Policy

Employment with the City is voluntary and at-will, meaning that the relationship between the City and all of its employees is subject to termination by the employee or the City at-will is as defined defined in O.C.G.A. § 34-7-1, as with or without cause, and with or without notice, at any time at the option of the City or the employee. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of any employee of the City.

This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the City Council. This Handbook is not intended to be and shall not be construed as creating a contract of employment of any kind.

Immigration Law Compliance

As mandated by E-Verify and state law, the City displays its E-Verify identification number and registration date on the City's official website, and also displays both the English and Spanish Notices of E-Verify Participation and the Right to Work Posters at City Hall.

All new employees hired by the City will serve an introduction periodProbationary Period for the first 180 days of employment. This introduction periodProbationary Period is intended, primarily, to allow the City and employee to determine whether the employee is able to adequately perform in the assigned job position and whether the position is a good fit for the employee. This policy also applies to an employee who has been promoted to a higher levelhigher-level position or transferred to a different position, regardless of pay grade level. At the end of the introduction periodProbationary Period, an employee's performance will be reviewed and a decision made regarding his or her continued employment or whether any extended introduction periodProbationary Period is needed. If additional time is needed to evaluate an employee in a position, a Department Head may request an extension of the employee's introduction periodProbationary Period, which may be allowed upon approval by the City Manager.

A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.

~~**The City Manager, upon direction by the Mayor and City Council, will determine the number of positions to be affected in each department.**~~

~~The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.~~

~~The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant, and identify the~~

required number of employees for layoff or reduction. Such layoff or reduction decisions may be based on any and all factors deemed relevant to the Department Head, and may include, but are not limited to, the following: consideration of the value of employees to the City in terms of meeting operating requirements, the qualifications and performance of individuals, performance appraisal history, job criticality, any information contained in each employee's personnel file, information and/or recommendations received from the City Manager or other sources, and length of employment with the City.

Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.

Generally, non-regular status employees within a particular classification, and those in emergency and temporary positions, should be the first to be separated, unless circumstances require otherwise.

If a regular status employee is scheduled to be separated and there is a vacancy in a lower classification, the employee will have the opportunity to apply for the vacancy and be considered to demote into the lower classification if he or she is qualified to fill the position and is otherwise in good standing with the City. The determination of qualifications and good standing shall be made by the City Manager.

The Mayor and City Council retain final authority over all reallocations, reorganizations, and reductions in force or other changes in human resource matters within the City. Any lay-off or reduction in force shall be conducted in accordance with applicable federal and state law.

Section 430.000 — Fraternalization Policy

The City prohibits dating or romantic relationships between a supervisor and a subordinate employee who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status. In the event a supervisor and subordinate desire to date or enter into a romantic relationship, the supervisor should immediately notify the Human Resources Manager/Human Resources Director so that the City may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the employees involved. The City may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The City will address these situations as confidentially and discreetly as possible. When a violation of this policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Please also see the City's policy on Employment of Relatives.

Section 440.000 — Workplace Violence Policy

The City is committed to providing its employees a safe environment for working and conducting business. In this regard, the City will not tolerate any threats, threatening behavior, acts of violence, or any related disruptive conduct which interferes with or disrupts the City's safe working environment. This

1. Hitting or shoving an individual;
2. Threatening to harm an individual or his or her family, friends, or associates, or their property;
3. The intentional destruction or threat of destruction of property owned, operated, or controlled by the City;
4. Harassing or threatening individuals through any form of written or electronic communications;
5. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City;
6. Harassing surveillance of another City employee and making a credible threat with intent to place the other person in reasonable fear of his or her safety; and
- 7.
- 7.
7. Unlawful possession of firearms, weapons, or any other dangerous devices on City Property property, except as provided for by the Business Security and Employee Privacy Act, which, subject to several exceptions, allows employees who are licensed to carry concealed weapons to store firearms in their personal vehicles while on City property, as long as the firearm is properly concealed in a glove box, trunk, or other enclosed compartment within the vehicle. Firearms, weapons, or any other dangerous devices may not be stored or concealed in City vehicles.

Safety Policy

~~All employees are responsible for maintaining a safe working environment for their City employees as and customer safety. Employees and supervisors will regularly review all safety manuals that are applicable for their job duties and adhere to them at all times. If the job duties require the use of Personal Protective Equipment (PPE), employees will utilize all PPE equipment for the duration of the job duties~~

assigned. Employees will be subject to discipline, up to and including termination from employment, for violating this policy.

Supervisors will be held accountable for the health and safety of workers under their supervision and are required to report any safety policy violations.

Supervisors are responsible to ensure that machinery and equipment are safe and that workers work in compliance with established safe work practices and procedures. Workers must receive adequate training in their specific work tasks to protect their health and safety.

Employees will be subject to discipline, up to and including termination from employment, for violating this policy.

All new employees hired by the City will serve an Pprobationary pPeriod for the first 180 days of employment. This Pprobationary pPeriod is intended, primarily, to allow the City and employee to determine whether the employee is able to adequately perform in the assigned job position and whether the position is a good fit for the employee. This policy also applies to an employee who has been promoted to a higher-level position or transferred to a different position, regardless of pay grade level. At the end of the Pprobationary Pperiod, an employee's performance will be reviewed and a decision made regarding his or her continued employment or whether any extended Pprobationary -pPeriod is needed. If additional time is needed to evaluate an employee in a position, a Department Head may request an extension of the employee's pPprobationary Pperiod, which may be allowed upon approval by the City Manager.

It is the City's policy not to employ relatives by blood or marriage within the same department. If a conflict of this policy occurs because of the marriage of two employees, one employee will be transferred in order to comply with this policy. If a transfer would violate this policy, it may be denied. For purposes of this policy, relatives include an employee's spouse, children, step-children, mother, father, mother-in-law, father-in-law, brothers, and sisters. The definition is extended to any other person who is domiciled in the employee's household and who is otherwise recognized by law as a dependent of the employee

No person related within the second degree by affinity or consanguinity to the Mayor, any member of the City Council, or any employee appointed by the Mayor or City Council shall be appointed or selected to any office, position, clerkship, or other position of employment or service with the City. This prohibition shall not apply, however, to any person who has been continuously employed by the City for a period of two years prior to the election of the Mayor or Councilperson or appointment of any employee by the Mayor and City Council.

In addition, the City Manager shall not approve the appointment to any supervisor's work group any person who is related within the second degree by affinity or consanguinity to that supervisor, nor shall the appointment of any member of the immediate family of any Department Head be approved unless the City Manager determines it is necessary because of the lack of qualified applicants for such position. No family member of any elected or appointed official of the City shall be hired into a position that violates the above policy for the duration of that elected or appointed official's term of office.

~~It is the City's policy not to employ relatives by blood or marriage within the same department. If a conflict of this policy occurs because of the marriage of two employees, one employee will be transferred in order to comply with this policy. If a transfer would violate this policy, it may be denied. For purposes of this policy, relatives include an employee's spouse, children, step children, mother, father, mother-in-law,~~

father-in-law, brothers, and sisters. The definition is extended to any other person who is domiciled in the employee's household and who is otherwise recognized by law as a dependent of the employee

No person related within the second degree by affinity or consanguinity to the Mayor, any member of the City Council, or any employee appointed by the Mayor or City Council shall be appointed or selected to any office, position, clerkship, or other position of employment or service with the City. This prohibition shall not apply, however, to any person who has been continuously employed by the City for a period of two years prior to the election of the Mayor or Councilperson or appointment of any employee by the Mayor and City Council. In addition, the City Manager shall not approve the appointment to any supervisor's work group any person who is related within the second degree by affinity or consanguinity to that supervisor, nor shall the appointment of any member of the immediate family of any Department Head be approved unless the City Manager determines it is necessary because of the lack of qualified applicants for such position. No family member of any elected or appointed official of the City shall be hired into a position that violates the above policy for the duration of that elected or appointed official's term of office.

TransfersPromotions and Transfers

The City of Villa Rica is committed to employ, in its best judgment, the best qualified candidates for approved positions while engaging in recruitment and selection practices that are in compliance with all applicable employment laws. It is the policy of the City to provide equal employment opportunity to all applicants and employees. ***All transfers, promotions, demotions are subject to a 180 day (six month) probationary period. transfers, promotions, demotions are subject at the discretion of the City Manager.***

The appropriate authorization (Position Control Form) is required to initiate any action for an open position including any recruitment efforts, advertising, and/or interviewing for both internal and external recruitment and selection processes.

Promotions

Vacancies in higher positions; in the City service are filled when possible by promotion from lower classes. No consideration shall be given to political or partisan endorsement for promotions; only merit and fitness for promotion shall be considered.

Intra-Departmental Transfers

The appropriate Department DirectorDepartment Head may, at any time, transfer an employee in the classified service under his/her jurisdiction from one position to another in the same class in the same department. An intra-departmental transfer of an employee to a position of another class is made only with the approval of the Human Resources Director and only between classes within the same pay range. The Human Resources Director must be notified of such changes in assignment.

Other Demotions will result in a pay adjustment that brings the employee's pay to the same pay range penetration level in the new pay grade as the penetration level in the previous pay grade

All transfers, promotions, demotions are subject to a 180 day (six month) probationary period.

Employees pay will also be subject to the loss of incentive pay awarded as a result of the promotion unless the certification is justified in writing by the Department Director/Department Head and approved by the Human Resources Director and City Manager to continue in the demoted position.

INTRA-DEPARTMENTAL TRANSFERS

The appropriate Department Director may, at any time, transfer an employee in the classified service under his/her jurisdiction from one position to another in the same class in the same department. An intra-departmental transfer of an employee to a position of another class is made only with the approval of the Human Resources Director and only between classes within the same pay range. The Human Resources Director must be notified of such changes in assignment.

INTER-DEPARTMENTAL TRANSFERS

Employees who have completed three (3) months of service (Revised: 08-09-05) in the position they currently hold may apply for an inter-departmental transfer to a higher pay grade. Sworn Police and Certified Fire Fighters may apply for inter-departmental transfers upon completing two years of service in those departments are subject to departmental policies and procedures.

A transfer of an employee from one department to another must have the approval of both Department Directors concerned and the Human Resources Director. The employee will be transferred at a time agreed upon by the two Department Directors; however, the transfer will take place no later than four (4) weeks after the employee is selected to fill the position.

Employees who transfer to another general services department, probationary period will start over from the date of transfer and the employee may not request to transfer again until they have completed one year of service in that department.

VOLUNTARY TRANSFER

An employee may be transferred at his/her own request to a vacant position in a lower class, subject to the approval of his/her Department Director, the Department Director of the department in which the vacancy exists, and the Human Resources Director. The Human Resources Director determines whether the employee is qualified to perform the duties and responsibilities of the lower class of positions. An employee who is so transferred to a lower paid position will be considered as a voluntary demotion (Revised 8-14-02).

DEMOTION (IN-VOLUNTARY/VOLUNTARY)

An employee may be reduced to a lower-class position under three (3) conditions:
poor job performance;

as disciplinary action, or

Voluntary request by the employee.

When an employee is demoted his/her pay will be reduced accordingly based on the circumstances of the in-voluntary or voluntary demotion.

Demotions as a result of poor job performance or disciplinary actions will result in the loss of pay (hourly difference) received at the time the promotion. No adjustment will be made based on merit increases received during the period of time the employee served in the promoted position.

Voluntary demotions will be reduced no less than a minimum of 4% or to the top pay for the position, whichever is greater. The employee will not be subject to a rate increase until such time as other tenured employees have the opportunity to catch up with the demoted employee's rate of pay.

Employees pay will also be subject to the loss of incentive pay awarded as a result of the promotion unless the certification is justified in writing by the Department Director and approved by the Human Resources Director and City Manager to continue in the demoted position.

Re-Employment (Break in Service)

A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed, provided the absence is for a period not to exceed 90 30 days. Upon re-employment, the employee's leave balance will be zero. Persons re-employed after a period of absence greater than 3090 days will be treated as newly employed. The date of employment will be counted from the date of rehire.

It is the City's policy to provide a safe, healthy, and secure work environment for all employees. -It is also the City's policy to ensure that all employees perform their job duties in a safe, efficient, and productive manner. Finally, it is the City's policy to ensure that its equipment and facilities are maintained and used appropriately so as not to pose a risk of harm. The use of drugs and the misuse of alcohol and other legal, but illicitly used, substances are inconsistent with these policies. Accordingly, to protect the health, safety, and welfare of employees, citizens, and visitors, the City has adopted this Drug and Alcohol-Free Alcohol-Free Workplace Policy.

The following conduct is strictly prohibited and constitutes a violation of this policy for which employees may be subject to disciplinary action, up to and including termination of employment:

1. Use, possession, sale, purchase, trade, ~~(or offer to purchase, sell, or trade)~~ drugs, alcohol, or any otherwise legal, but illicitly used, substance on or in City property or at any time while an employee is on duty or performing any work for the City.
2. Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy. This includes, but is not limited to, providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy. It also includes refusing to undergo a lawfully required drug or alcohol test(s).
3. Hindering, delaying, or obstructing a lawfully required drug or alcohol test(s), including but not limited to, tampering with a sample or interfering in any way with the chain of custody.
4. Reporting to work or engaging in any work activity whatsoever on behalf of the City under

the influence of drugs, alcohol, or an otherwise legal, but illicitly used, substance.

5. Abusing or misusing prescription drugs or over the counter medication or misusing other products, such as inhaling or sniffing products like adhesives and aerosols. This includes, but is not limited to, the use, possession, sale or solicitation for the purpose of purchase or sale any prescription medication for which the employee lacks a valid prescription. However, nothing in this policy precludes the appropriate use of legally prescribed medications.

Section 450.300 — Prohibited Substances

For purposes of this policy, the terms “drug” and “alcohol” mean substances listed in O.C.G.A. § 34-9-411. The term “otherwise legal but illicitly used substance” means prescription drugs, over-the-counter drugs, or other products not being used for their intended purposes or in accord with the terms of the prescription by the person to whom the prescription is written and the misuse of other products, such as inhaling or sniffing products like adhesives and aerosols.

Section 450.400 — When Testing is Required

1 — Pre-Employment

At All individuals who are offered employment by the City on are required to undergo testing for the presence drugs and alcohol as a condition of employment. The City will test such employees for the presence of alcohol and drugs listed in O.C.G.A. § 34-9-411 using urinalysis or hair samples. If the results of such tests indicate the presence of illegal drugs or alcohol in the applicant, the City may deny employment to the applicant.

Random Testing:

Employees holding a safety sensitive position may be subject to unannounced testing for the presence of drugs or alcohol based on random selection and conducted by urinalysis or hair samples. To ensure that the selection process is random, employees covered by this policy will be placed in a common pool and employee names will be drawn from the pool of all names. Refusal to submit to a random drug screening within 24 hours of notification will result in disciplinary action up to and including termination of employment.

Reasonable Suspicion

The City may require an employee to submit to testing for presence of drugs or alcohol when there is reasonable suspicion to believe the employee is under the influence of drugs, alcohol, or an otherwise legal but illicitly used substance or controlled substance, or when the City is required by law, regulation, or contract. Such testing may be conducted by urinalysis or hair samples. Circumstances that may cause reasonable suspicion may include, but are not limited to:

1. ~~a) Observed use of drugs or alcohol;~~
2. ~~b) Personal observation of the employee's job performance, appearance, behavior, speech, or odor creating reasonable suspicion that the employee has used drugs or alcohol in violation of this policy or is impaired by drugs or alcohol;~~
3. ~~c) The observance of drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol in an area where the employee had primary control or access, including but not limited to, desks, lockers, equipment, machines or vehicles;~~
4. ~~d) Involvement in accidents, including motor vehicle accidents, or other actions that provide reasonable suspicion to believe the employee may be under the influence of drugs or alcohol; or~~
5. ~~e) Facts indicating that the employee diluted, tainted, tampered or interfered with any breath, blood or urine sample, or any test(s) required under this policy, or that the employee attempted to do the same.~~

Safety Sensitive Positions:

For purposes of this policy, safety sensitive positions include, but are not limited to, law enforcement officers, medics, drivers of City vehicles that carry passengers, water and wastewater treatment plants, water distribution, grounds maintenance, building/fleet maintenance streets, sanitation/solid waste and recreation. Additional positions may be regarded as safety sensitive positions subject to the provisions of the policy in the discretion of the City with or without notice.

Commercial Motor Vehicle Operators:

Employees who drive commercial motor vehicles and/or require a commercial driver's license for their jobs with the City may be subject to additional requirements regarding drug and alcohol use, ~~and use and~~ may be subject to testing under additional circumstances.

Return to Work/Fitness for Duty:

After an employee has been away from work ~~(in excess of two (2) weeks for an extended period of time,~~ and has been under ~~usually under a~~ physician's care, ~~t.~~ The employee may be subject to testing.

Positive Test Results

The first positive drug test for an employee will result in a retest and ~~offering an appointment with our Employee Assistance Program (EAP) provider will be required.~~ After ~~a~~ second positive result within six (6) months, will result in; further disciplinary action ~~will be taken,~~ up to and including termination.

Nicotine Use Policy Tabacco and Smoke Free

PURPOSE

~~It is the policy of the City of Villa Rica to comply with all applicable regulations regarding smoking in the work place and to provide a tobacco and smoke-free work environment within all City owned buildings, facilities and vehicles to promote the well-being of City employees, citizens and those who do business with the City. Smoking and/or the use of nicotine products (including smokeless) is prohibited at all City buildings (inside and outside), at city sponsored events, in City-owned vehicles and equipment, and on all Ceity property including sidewalks, parking lots and parks.~~

~~Tobacco use is defined as the use of tobacco leaves that may be smoked (in cigarettes, cigars and pipes), applied to gums (as dipping and chewing tobacco), or inhaled (as snuff). The use of vaporizers is also prohibited.~~

~~City department directors and supervisors are expected to strictly enforce the no-smoking/no tobacco policy in all City buildings, facilities, vehicles and equipment. Note: Smoking Areas may be designated by each operating department.~~

~~Employees who violate this policy will be subject to disciplinary action, up to and including termination.~~

~~*The City imposes a surcharge to health insurance premiums for employees who utilize
tobacconicotine products.*~~

The City will attempt to assist employees who voluntarily report substance abuse problems prior to a positive test in finding effective treatment. For more detailed information regarding providers of employee assistance, including drug and alcohol abuse, mental health providers, and other persons, entities, or organizations available to assist employees with personal or behavioral problems, any employee may contact the Human Resources ManagerHuman Resources Director. The City maintains a resource file of such providers, which will be available upon request to the Human Resources ManagerHuman Resources Director.

All reports of test results for drug and alcohol, searches, or any employee referral, or participation in an assistance program will be treated as confidential. Any unlawful or unauthorized access to or disclosure of such information by an employee is prohibited and may subject the employee to disciplinary action, up to and including termination of employment. The confidentiality of such information shall not apply to any use by or communication to the City Attorney, or where the information is relevant to the City's defense in an administrative or legal action. Such information may also be disclosed to the extent required

by any federal, state or local law, statute, ordinance, or regulation.

Section 450.700 — Consumption of Alcohol While Off Duty at City Events

There may be occasions where alcohol is available at events that are organized or sponsored by the City. Employees who are working at or during these events may not consume alcohol while they are on duty. Employees who are off duty may consume alcohol so long as doing so would not otherwise violate the terms of this policy, but must do so responsibly and conduct themselves professionally at all times during the event. Employees who drink excessively and/or act inappropriately may be subject to disciplinary action, up to and including termination from employment.

Toabacco Use and Smoke--Free Policy

PURPOSE

The City recognizes that smoking and/or the use of nicotine products (including smokeless tobacco) can adversely affect the health of City employees, their families and those who are subject to secondhand smoke. This policy is intended, therefore, to help create a safe and healthy work environment for all employees and citizens.

It is the policy of the City of Villa Rica to comply with all applicable regulations regarding smoking in the work place and to provide a tobacco and smoke-free work environment within all City owned buildings, facilities and vehicles to promote the well-being of City employees, citizens and those who do business with the City. Smoking and/or the use of nicotine products (including smokeless) is prohibited at all City buildings (inside and outside), at city sponsored events, in City-owned vehicles and equipment, and on all City property including sidewalks, parking lots and parks.

Tobacco use is defined as the use of tobacco leaves that may be smoked (in cigarettes, cigars and pipes), applied to gums (as dipping and chewing tobacco), or inhaled (as snuff). The use of vaporizers is also prohibited.

City ~~department director~~Department Heads and supervisors are expected to strictly enforce the no-smoking/no tobacco policy in all City buildings, facilities, vehicles and equipment. ~~Note: Smoking Areas may be designated by each operating department.~~

Employees who violate this policy will be subject to disciplinary action, up to and including termination.

The City imposes a surcharge to health insurance premiums for employees who utilize nicotine products.

~~If you are not contacted promptly about your complaint or are not satisfied with the response, you are to re-file it with the Human Resources Manager and also send notification of your complaint in writing to the City Manager. If you are not comfortable discussing the matter with the Human Resources Manager or otherwise do not wish to discuss the matter with the Human Resources Manager, you are to file your complaint directly with the City Manager.~~

~~The City will undertake an objective and appropriate review of any complaint, and expects all employees to fully cooperate with internal investigations that may be conducted by the City. To the extent practicable and appropriate, the City will keep any complaint and the terms of its resolution confidential. The City will take corrective action as deemed appropriate, including such discipline up to and including termination of employment. The City will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will~~

~~Each employee also should be aware that he or she has the right to file a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) or other state agency as provided by law. According to the EEOC, the deadline for filing any such charge runs from the last date of unlawful conduct, not from the date that the complaint is resolved.~~

~~Section 220.000 Intentionally False Claims~~

~~The City recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. The City encourages any employee to raise questions he or she may have regarding misconduct or this Policy with the Human Resources Manager.~~

~~Section 230.000 — Retaliation~~

~~The City prohibits unlawful retaliation against anyone who has made a complaint or provides information related to a complaint under this policy. Any employee who feels that he or she has experienced or witnessed retaliation should immediately notify the City by using this Complaint Procedure.~~

~~It is the responsibility of the employee to adhere to the expectations outlined by the supervisor and to adhere to the standards of conduct. It is recommended that employees whose performance or~~

~~However, there are circumstances that warrant immediate termination. In addition, there is no required number of instances that a supervisor must warn or reprimand an employee before termination is warranted.~~

Progressive Discipline Steps

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~~In each step, department management is advised to state the next step to be taken if the performance does not improve. However, in cases of serious misconduct (please see the section on serious misconduct below); the employee may be immediately terminated, or suspended without pay from the work force.~~

~~Verbal Disciplinary Action~~

~~The initial disciplinary action should be verbal, whenever possible. The discussion should be firm but fair and should ensure that the employee clearly understands the established standards and expectations with respect to the unacceptable performance or behavior. A written record of the date and content of such discussions should be maintained in the appropriate files in the department.~~

Written Disciplinary Action

~~Should the initial situation indicate a need for stronger action, or if verbal disciplinary action fails to improve the employee's performance, the supervisor may issue a written warning. The written warning outlines the undesired behavior, states expectations and lists consequences if issues continue. If~~

~~The Human Resources Manager is available to assist department management with the composition of the warning document. Copies of the warning document should be maintained in the appropriate departmental file and also forwarded to Human~~

~~Resources to be placed in the official employee file. The employee has the right to grieve the disciplinary action in certain situations. Please see the Appeal Process procedures for further information.~~

~~Suspension Without Pay Action~~

~~Following verbal and written disciplinary warnings, if the desired results have not been accomplished, the third step in the progressive disciplinary process is suspension without pay. The length of the suspension should depend upon the facts of each case, (e.g., type and severity of the behavior, previous work record of the employee, and previous disciplinary actions). The suspension should be clearly explained in a written disciplinary warning to the employee and should indicate any possible consequences of further performance, attendance, or behavior issues.~~

~~Dismissal Action~~

~~Dismissal is advised when, among other reasons, an employee has engaged in serious misconduct or an employee has not corrected performance and/or behavior. Prior to dismissing an employee, department management must review the situation and related information with the Human Resources Department and supply appropriate documentation. The recommendation of termination will be forwarded to the City Manager for final approval.~~

~~Serious Misconduct~~

~~Any employee demoted, terminated, suspended, or reduced in pay shall have the right to appeal such disciplinary action. The appeal shall be in writing and must be received by the respective department head within ten (10) calendar days following the effective date of the disciplinary action. Upon the decision of the department head, the employee may appeal to the City Manager. The appeal shall be in writing and must be received by the City Manager within ten calendar days from the decision of the department head. Upon receipt of a request for appeal to the City Manager or his/her, designee shall within ten (10) days of the notice schedule the interview after consultation with the affected employee.~~

~~Section 300.000 F Filling Vacant Positions~~

~~Department Heads are responsible for notifying the Human Resources Manager~~Human Resources Director ~~of vacant or soon to be vacant positions in their department by submitting a Personnel Action Form. The notification should include the class,~~

~~Employees interested in applying for a posted position must complete an application and submit it along with a current resume to the Human Resources Manager~~Human Resources Director ~~by the specified deadline. Employees may be considered for an interview only after their personnel file has been reviewed and is considered satisfactory, and after it is determined that they meet the minimum qualifications of the posted position. If the application deadline date has passed, but no hiring decision has been made, employees may still apply for the vacant position and may be considered for the position along with external applicants in the manner set forth herein~~

~~Except as provided for herein, in order to recruit for vacant positions when necessary, the Human Resources Manager~~Human Resources Director ~~should publicize such full-time vacancies by posting notices of such vacancies at City Hall and on the City's official website in a timely basis so that interested candidates have an opportunity to apply. The Human Resources Manager~~Human Resources Director ~~may also advertise the vacancies in the newspaper of record for the City and/or County, as well as on industry and Internet websites. However, vacancies do not have to be publicly advertised as described herein if internal applicants from within the City have already applied for~~

~~All applications for employment with the City shall be made be on standard employment application forms provided by the City and will only be accepted for advertised or otherwise announced vacancies. Such forms shall request details covering education, training, experience/work history, salary history, and other pertinent information needed to assess qualified applicants. All applications shall be signed by the applicant attesting to the truth of all statements contained within the submitted application form. To receive consideration, applications must be received before the specified deadline or, if no deadline is specified, before the job announcement is closed. Incomplete applications may be rejected, and false statements of any kind in an employment application form will be reason for immediate disqualification or dismissal. If a position remains vacant due to insufficient or inadequate applicants or applications, late applicants may be considered.~~

~~Disqualification~~

~~The City Manager, the Department Head, or the Human Resources Manager~~Human Resources Director may reject from further consideration any application or applicant in their discretion for reasons, including, but not limited to:

~~The applicant is not believed to have the necessary skills, training, or experience required for the job, or is believed not to have a sufficient history of satisfactory job performance or conduct on the job;~~

~~The applicant has otherwise violated the provisions of these rules or is barred from employment as otherwise outlined herein;~~
~~The applicant does not receive employment references that satisfy the City Manager, Department Head, or the Human Resources Manager~~Human Resources Director~~; and~~
~~The City Manager, Department Head, or Human Resources Manager~~Human Resources Directors ~~believes there are other more qualified, more experienced, better suited, or preferable candidates for the job.~~

Section 350.000 Selection

~~The City Manager, Department Head, Human Resources Manager~~Human Resources Director~~, or his or her designee will review all applications for employment to determine whether applicants meet the qualifications for the position. Where appropriate, examinations or assessments may be used which may be written, oral, computer-based, or a combination of these exercises. In all cases, any examination or assessment shall be job related. Examination of employees may also consist of a review of educational experience necessary to perform the duties of the position or any other criteria deemed necessary to evaluate qualification.~~

~~The desired candidate will be selected from among the qualified applicants for the position. Thereafter, the applicant may receive a conditional job offer contingent upon the applicant successfully~~

~~Nothing in this Handbook shall prevent the City from closing or suspending a vacancy notice and choosing not to fill a position at its discretion.~~

~~Section 360.000 Appointment of Positions and Department Heads~~

~~The City Manager shall appoint and employ all authorized budgeted positions of the City, provided that exceptions from the power of this appointment/employment are those offices and employees who, by City Charter, are appointed or selected by the Mayor or City Council. The Mayor and/or City Council shall make all appointments to fill positions where so authorized by the City Charter. In addition, when the position of any Department Head appointed by the Mayor is to be filled, or when the status of the current Department Head is changed by administrative action, the provisions of Georgia state law creating the City shall supersede the provisions of this chapter and shall govern with regard to the special powers and authorities of the Mayor and City Council.~~

~~Section 370.000 Employment of Relatives~~

~~It is the City's policy not to employ relatives by blood or marriage within the same department. If a conflict of this policy occurs because of the marriage of two employees, one employee will be transferred in order to comply with this policy. If a~~

~~No person related within the second degree by affinity or consanguinity to the Mayor, any member of the City Council, or any employee appointed by the Mayor or City Council shall be appointed or selected to any office, position, clerkship, or other position of employment or service with the City. This prohibition shall not apply, however, to any person who has been continuously employed by the City for a period of two years prior to the election of the Mayor or Councilperson or appointment of any employee by the Mayor and City Council.~~

~~In addition, the City Manager shall not approve the appointment to any supervisor's work group any person who is related within the second degree by affinity or consanguinity to that supervisor, nor shall the appointment of any member of the immediate family of any Department Head be approved unless the City Manager determines it is necessary because of the lack of qualified applicants for such position. No family member of any elected or appointed official of the City shall be hired into a position that violates the above policy for the duration of that elected or appointed official's term of office.~~

Approved Exceptions from Vacancy Announcements

~~Reassignments or voluntary transfers at the same or lower pay grade level;~~

~~Management directed reassignments at the same or lower pay grade level;~~

Reorganizations and reductions in force that require reassignment of affected staff to newly created or existing vacancies:

~~Reclassifications of jobs that are currently encumbered that result in a higher pay grade level;~~

~~Internal promotions are similar to position upgrades and likewise do not require external job postings; and~~

~~Other reassignments necessary to implement this Handbook.~~

~~Types of Appointments~~

Regular Appointments

~~**Regular appointment to full and part-time positions shall occur after the procedures outlined in Chapter Two have been completed. All employees appointed under this method shall serve an Introductory Probationary Period as described in Chapter 4 this Handbook.**~~

~~Temporary Appointments~~

Temporary appointments may be made for special project(s) or other work of a temporary nature. The services to be rendered by an appointee for a temporary period are not to exceed six (6) months in any twelve-month period. The Department Head will consult with the Human Resources Manager Human Resources Director to assure budgetary compliance. Temporary appointments are subject to the approval of the City Manager. Temporary employees are ineligible for benefits and privileges provided to regular status employees.

Limited Term Appointments

Vacancies created by a leave of absence without pay may be filled by limited term appointment. The normal selection procedures will be followed in order to fill the position under a limited term appointment.

A person holding a limited term appointment may be terminated when the person replaced returns to the position. Transfer from limited term to regular appointment may be made if the person being replaced fails to return on the termination of leave. Employees holding limited term appointments shall be eligible for holiday pay only. No other rights or privileges shall be granted to these employees.

Emergency Appointments

When an emergency involving serious impairment of the public business makes it impossible to fill a vacant position through the competitive process, the Department Head subject to the

A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed, provided the absence is for a period not to exceed 90/30/365 days. Upon re-employment, the employee's leave balance will be zero. Leave time will be granted as provided for in this Handbook. Persons re-employed after a period of absence greater than 365/90/30 days will be treated as newly employed. The date of employment will be counted from the date of rehire.

~~Chapter Four: Employment Policies and Procedures~~

~~Section 400.000 At-Will Policy~~

~~Employment with the City is voluntary and at-will, meaning that the relationship between the City and all of its employees is subject to termination by the employee or the City at-will as defined in O.C.G.A. § 34-7-1, with or without cause, and with or without notice, at any time at the option of the City or the employee. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of any employee of the City. This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the City Council. This Handbook is not intended to be and shall not be construed as creating a contract of employment of any kind.~~

~~Section 410.000 Introduction Period~~

~~All new employees hired by the City will serve an introduction period for the first 180 days of employment. This introduction period is intended, primarily, to allow the City and employee to determine whether the employee is able to adequately perform in the assigned job position and whether the position is a good fit for the employee. This policy also applies to an employee who has been promoted to a higher level position or transferred to a different position, regardless of pay grade level. At the end of the introduction period, an employee's performance will be reviewed and a decision made regarding his or her continued employment or whether any extended introduction period is needed. If~~

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~~A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.~~

~~When a reduction in force becomes necessary, the City Manager shall confer with other appropriate officials to ensure that the reduction is carried out appropriately and orderly. The following guidelines and procedures shall apply to any reduction in force:~~

~~The City Manager, upon direction by the Mayor and City Council, will determine the number of positions to be affected in each department.~~

~~The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.~~

~~The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant, and identify the required number of employees for layoff or reduction. Such layoff or~~

~~Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.~~

~~Generally, non-regular status employees within a particular classification, and those in emergency and temporary positions, should be the first to be separated, unless circumstances require otherwise.~~

~~If a regular status employee is scheduled to be separated and there is a vacancy in a lower classification, the employee will have the opportunity to apply for the vacancy and be considered to demote into the lower classification if he or she is qualified to fill the position and is otherwise in good standing with the City. The determination of qualifications and good standing shall be made by the City Manager.~~

~~The City prohibits dating or romantic relationships between a supervisor and a subordinate employee who reports either directly or indirectly to that supervisor. This prohibition applies to all employees regardless of their marital status. In the event a supervisor and subordinate desire to date or enter into a romantic relationship, the supervisor should immediately notify the Human Resources Manager so that the City may take appropriate steps to avoid any adverse impact in the workplace. This may include the transfer, reassignment, or resignation of one (or both) of the employees involved. The City may, at its discretion, also require any participants in a consensual romantic and/or sexual relationship to execute a Consensual Relationship Agreement. The City will address these situations as confidentially and discreetly as possible. When a violation of this policy is determined to have occurred, appropriate disciplinary action, up to and including discharge, will be taken. Please also see the City's policy on Employment of Relatives.~~

~~The City is committed to providing its employees a safe environment for working and conducting business. In this regard, the City will not tolerate any threats, threatening~~

~~Threats, threatening behavior, acts of violence, or related disruptive conduct includes conduct against persons or property that is sufficiently severe, offensive, or intimidating that it disturbs, interferes with, or prevents normal work functions or activities. Specific examples of conduct that may be considered “threats, threatening behavior, acts of violence, or any related disruptive conduct” include, but are not limited to, the following:~~

~~Hitting or shoving an individual;~~

~~Threatening to harm an individual or his or her family, friends, or associates, or their property;~~

~~The intentional destruction or threat of destruction of property owned, operated, or controlled by the City;~~

~~Harassing or threatening individuals through any form of written or electronic communications;~~

~~Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of the City;~~

~~Harassing surveillance of another City employee and making a credible threat with intent to place the other person in reasonable fear of his or her safety; and~~

~~Unlawful possession of firearms, weapons, or any other dangerous devices on City property, except as provided for by the Business Security and Employee Privacy Act, which, subject to several exceptions, allows employees who are licensed to carry concealed weapons to store firearms in their personal vehicles~~

~~All employees are responsible for refraining from making threats; engaging in threatening behavior, acts of violence, or related disruptive conduct; and for seeking assistance to resolve personal issues that may lead to acts of violence in the workplace. If you feel that you have experienced or witnessed conduct that is prohibited under this policy, you are to follow the City's Complaint Procedure set forth in this Handbook.~~

~~Section 450.000 Drug and Alcohol Free~~Alcohol-Free ~~Workplace Policy~~

~~Section 450.100—Policy~~

~~It is the City's policy to provide a safe, healthy, and secure work environment for all employees. It is also the City's policy to ensure that all employees perform their job duties in a safe, efficient, and productive manner. Finally, it is the City's policy to ensure that its equipment and facilities are maintained and used appropriately so as not to pose a risk of harm. The use of drugs and the misuse of alcohol and other legal, but illicitly used, substances are inconsistent with these policies. Accordingly, to protect the health, safety, and welfare of employees, citizens, and visitors, the City has adopted this Drug and Alcohol Free Alcohol-Free Workplace Policy.~~

~~The following conduct is strictly prohibited and constitutes a violation of this policy for which employees may be subject to disciplinary action, up to and including termination of employment:~~

~~Use, possession, sale, purchase, trade (or offer to purchase, sell, or trade) drugs, alcohol, or any otherwise legal, but illicitly used, substance on or in City property or at any time while an employee is on duty or performing any work for the City.~~

~~Hindering, obstructing, or refusing to cooperate or participate in any investigation involving suspected violations of this policy. This includes, but is not limited to, providing false, misleading, or incomplete information in response to any inquiry from a supervisor related to a suspected violation of this policy. It also includes refusing to undergo a lawfully required drug or alcohol test(s).~~

~~**Hindering, delaying, or obstructing a lawfully required drug or alcohol test(s), including but not limited to, tampering with a sample or interfering in any way with the chain of custody.**~~

~~Reporting to work or engaging in any work activity whatsoever on behalf of the City under the influence of drugs, alcohol, or an otherwise legal, but illicitly used, substance.~~

~~Abusing or misusing prescription drugs or over the counter medication or misusing other products, such as inhaling or~~

~~Section 450.300—Prohibited Substances~~

~~For purposes of this policy, the terms “drug” and “alcohol” mean substances listed in O.C.G.A. § 34-9-411. The term “otherwise legal but illicitly used substance” means prescription drugs, over-the-counter drugs, or other products not being used for their intended purposes or in accord with the terms of the prescription by the person to whom the prescription is written and the misuse of other products, such as inhaling or sniffing products like adhesives and aerosols.~~

~~Section 450.400 When Testing is Required~~

~~1. — Pre-Employment: All individuals who are offered employment by the City on are required to undergo testing for the presence drugs and alcohol as a condition of employment. The City will test such employees for the presence of alcohol and drugs listed in O.C.G.A. § 34-9-411 using urinalysis or hair samples. If the results of such test indicate the presence of illegal drugs or alcohol in the applicant, the City may deny employment to the applicant.~~

~~∴ The City may require an employee to submit to testing for presence of drugs or alcohol when there is reasonable suspicion to believe the employee is under the influence of drugs, alcohol, or an otherwise legal but illicitly used substance or controlled substance, or when the City is required by law, regulation, or contract. Such testing may be conducted by urinalysis or hair samples. Circumstances that may cause reasonable suspicion may include, but are not limited to:~~

- a) ~~Observed use of drugs or alcohol;~~
- b) ~~Personal observation of the employee's job performance, appearance, behavior, speech, or odor creating reasonable suspicion that the employee has used drugs or alcohol in violation of this policy or is impaired by drugs or alcohol;~~
- c) ~~The observance of drugs, drug paraphernalia, alcohol, or containers indicating the presence of drugs or alcohol in an area where the employee had primary control or access, including but not limited to, desks, lockers, equipment, machines or vehicles;~~

~~4.— Safety Sensitive Positions: For purposes of this policy, safety sensitive positions include, but are not limited to, law enforcement officers, firefighters, emergency medical technicians and paramedics, drivers of City vehicles that carry passengers, and wastewater and sewage treatment plant, as well as water plant employees. Additional positions may be regarded as safety sensitive positions subject to the provisions of the policy in the discretion of the City with or without notice.~~

~~**5. Commercial Motor Vehicle Operators: Employees who drive commercial motor vehicles and/or require a commercial driver's license for their jobs with the City may be subject to additional requirements regarding drug and alcohol use, and may be subject to testing under additional circumstances.**~~

Return to Work: After an employee has been away from work for an extended period of time, under a physician's care.

~~Section 450.500—Employee Assistance~~

~~The City will attempt to assist employees who voluntarily report substance abuse problems prior to a positive test in finding effective treatment. For more detailed information regarding~~

~~All reports of test results for drug and alcohol, searches, or any employee referral, or participation in an assistance program will be treated as confidential. Any unlawful or unauthorized access to or disclosure of such information by an employee is prohibited and may subject the employee to disciplinary action, up to and including termination of employment. The confidentiality of such information shall not apply to any use by or communication to the City Attorney, or where the information is relevant to the City's defense in an administrative or legal action. Such information may also be disclosed to the extent required by any federal, state or local law, statute, ordinance, or regulation.~~

~~There may be occasions where alcohol is available at events that are organized or sponsored by the City. Employees who are working at or during these events may not consume alcohol while they are on duty. Employees who are off duty may consume alcohol so long as doing so would not otherwise violate the terms of this policy, but must do so responsibly and conduct themselves~~

~~Section 460.100~~ Purpose and Application

~~Section 460.200~~ Business Use Only

The City recognizes, however, that some personal use by employees of its technology resources may be necessary at times. As such, employees may use the City's technology resources for personal reasons, provided that such personal use is minimal, reasonable, and does not interfere with the performance of one's job duties. The City has sole discretion to determine what constitutes reasonable personal use and whether personal use is interfering with the performance of one's job duties.

Ownership and Access to Technology Resources

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Employees are expected to access and use the City's technology resources in a professional manner and in compliance with this and all other City policies. Therefore, employees are prohibited from engaging in any unauthorized, prohibited, or inappropriate conduct using the City's technology resources including, but not limited to, the activities described below. This list is not intended to be an exhaustive description of all conduct that may be inappropriate or violate this policy, but is illustrative of the type of prohibited conduct for which employees may have their privileges of use and access to the City's technology resources revoked and be subjected to disciplinary action:

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- ## ~~Section 460.500~~ Installation and Use of Software

Employees may not run any software on any City computer or technology resource that is not properly purchased, licensed, and installed by those employees and/or contractors responsible for Information Technology for the City.

Employees may not share their credentials for accessing the City's technology resources or that of its vendors, including logging on and running any software, with others and may not use anyone's credentials other than their own for such purposes without the express written permission of the City Manager.

All of the City's policies, including, but not limited to, its policy on Equal Employment Opportunity, apply to the use of the City's technology resources. If any employee feels that he or she has witnessed or been the subject of any conduct in violation of this policy, the employee should utilize the Complaint Procedure set forth in this Handbook.

~~In addition, a~~ Although employees are permitted to bring personal mobile devices to work, they are at all times expected to devote their entire time and attention to performing their job duties for the City without distraction by their personal mobile devices. Therefore, employees may not use personal mobile devices during work hours except for emergency reasons only. Employees may, however, use personal mobile devices during non-work hours, such as during an approved break or meal period, provided that such use is outside the view of public who may be at City offices and not used in violation of any policies in this Handbook, including the City's Technology Resources Policy. In addition, employees must keep their personal mobile devices on "vibrate" or "silent" mode at all times while at work.

Security Awareness and Training

Security concerns change constantly. There are new viruses and malware and hacker attempts to gain access to data happening all the time. It is a good idea for organizations to make sure employees understand the reason for security of the organization's data and keep them trained on new procedures to ensure data is always secure.

This policy outlines security awareness for employees and possible training to ensure all employees understand the importance of securing the City of Villa Rica's data.

This policy applies to all employees and agents operating on behalf of the City of Villa Rica.

The IT department will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Any exception to the policy must be approved by IT in advance.

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

- All use of email must be consistent with the City of Villa Rica policies and procedures of ethical conduct, safety, compliance with applicable laws and proper business practices.
- A City of Villa Rica email account should be used primarily for City of Villa Rica business-related purposes; personal communication is permitted on a limited basis, but non-City of Villa Rica related commercial uses are prohibited.
- All City of Villa Rica data contained within an email message or an attachment must be secured according to the Data Protection Standard.
- Email should be retained only if it qualifies as a City of Villa Rica business record. Email is a City of Villa Rica business record if there exists a legitimate and ongoing business reason to preserve the information contained in the email.
- Email that is identified as a City of Villa Rica business record shall be retained according to the City of Villa Rica Record Retention Schedule (kept via email archive and various backup methods).
- The City of Villa Rica email system shall not to be used for the creation or distribution of any disruptive or offensive messages, including offensive comments about race, gender, hair color, disabilities, age, sexual orientation, pornography, religious beliefs and practice, political beliefs, or national origin. Employees who receive any emails with this content from any City of Villa Rica employee should report the matter to their supervisor immediately.
- Users are prohibited from automatically forwarding City of Villa Rica email to a third party email system (noted in 4.8 below). Individual messages which are forwarded by the user must not contain City of Villa Rica confidential or above information.
- Users are prohibited from using third-party email systems and storage servers such as Google, Yahoo, and MSN Hotmail etc. to conduct City of Villa Rica business, to create or memorialize

any binding transactions, or to store or retain email on behalf of the City of Villa Rica. Such communications and transactions should be conducted through proper channels using City of Villa Rica-approved documentation.

- Using a reasonable amount of City of Villa Rica resources for personal emails is acceptable, but non-work related email shall be saved in a separate folder from work related email. Sending chain letters or joke emails from a City of Villa Rica email account is prohibited.
- City of Villa Rica employees shall have no expectation of privacy in anything they store, send or receive on the City's email system.
- City of Villa Rica may monitor messages without prior notice. The City of Villa Rica is not obliged to monitor email messages.
- Users are required to remain vigilant and report any suspicious or potentially malicious emails to their IT Department immediately. Knowingly opening, forwarding, not reporting, or retaining a potentially harmful email may result in disciplinary actions. It is the User's responsibility to understand and learn to identify Phishing and Malicious Emails as per the provided security training.
- Should a User suspect that they have opened, clicked a link, opened an attachment, or otherwise interacted with a suspicious email, it is their responsibility to immediately report the incident and in no way attempt to cover up or remove evidence of their interaction with the email, understanding that may risk the City's network even further.
- **Policy Compliance**
 - The IT Department will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.
 - Exceptions
 - Any exception to the policy must be approved by the IT Department in advance.
- **Non-Compliance**

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Clean Desk Policy

Overview

A clean desk policy can be an import tool to ensure that all sensitive/confidential materials are removed from an end user workspace and locked away when the items are not in use or an employee leaves his/her workstation. It is one of the top strategies to utilize when trying to reduce the risk of security breaches in the workplace. Such a policy can also increase employee's awareness about protecting sensitive information.

Purpose

This policy applies to all City of Villa Rica employees and affiliates.

- Employees are required to ensure that all sensitive/confidential information in hardcopy or electronic form is secure in their work area at the end of the day and when they are expected to be gone for an extended period.
- Computer workstations must be locked when workspace is unoccupied.
- Computer workstations must be logged off at the end of the work day.
- Any Restricted or Sensitive information must be removed from the desk and locked in a drawer when the desk is unoccupied and at the end of the work day.
- File cabinets containing Restricted or Sensitive information must be kept closed and locked when not in use or when not attended.
- Keys used for access to Restricted or Sensitive information must not be left at an unattended desk.
- Passwords may not be left on sticky notes posted on or under a computer, nor may they be left written down in an accessible location.
- Printouts containing Restricted or Sensitive information should be immediately removed from the printer.
- Upon disposal Restricted and/or Sensitive documents should be shredded in the official shredder bins or placed in the lock confidential disposal bins.
- Whiteboards containing Restricted and/or Sensitive information should be erased.
- Lock away portable computing devices such as laptops and tablets.
- Treat mass storage devices such as CDROM, DVD or USB drives as sensitive and secure them in a locked drawer

All printers and fax machines should be cleared of papers as soon as they are printed; this helps ensure that sensitive documents are not left in printer trays for the wrong person to pick up.

Policy Compliance

Compliance Measurement

The IT Director will verify compliance to this policy through various methods, including but not limited to, periodic walk-thrus, video monitoring, business tool reports, internal and external audits, and feedback to the policy owner.

Exceptions

Any exception to the policy must be approved by IT in advance.

Non-Compliance

An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

~~Section 480.000~~ Social Media Policy

~~Section 480.100~~ Introduction

In general, the City views social networking websites (e.g., Facebook, Instagram, Snap Chat and ~~and~~ Twitter), personal websites, and blogs positively and respects the right of employees to use them as a medium of self-expression. However, the use of these types of websites can impact both the City and employees alike. Therefore, the City has created this policy to establish its expectations for employee use of these types of websites.

~~Section 480.200~~ Applicability

This policy is meant to apply to social networking sites; personal websites; blogs; photo, video and file sharing sites; podcasts; as well as bulletin boards and comments posted on other websites. For ease of reference, this policy refers to all of these types of websites generically as “social media websites”. The absence of an explicit reference to a specific website is not meant to limit the application of this policy. Where no policy or guideline exists, employees should use their professional judgment and take the most prudent action possible. You should consult with your supervisor if you are uncertain about any of your activities on a social media website.

~~Section 480.300~~ No Interference with Job Duties

As set forth in the City’s Use of Technology Resources Policy, the City’s Internet and computer resources are provided to employees to allow them to complete their job ~~duties, and~~ duties and should be used for business purposes only. As such, the City does not allow personal use of social media websites using City computers, equipment, or networks or at all during an employee’s work time.

~~Section 480.400~~ Use Outside of Work

Employees may use social media websites during their personal time outside of work and without the use of City computers, equipment, or networks. Employees must be aware, however, that information they display on the Internet reflects not only on ~~them, but~~ them but could be associated with the City as well. Therefore, employees are expected to follow these guidelines when using any social media website:

- A. ~~Employees who wish to identify themselves as employees of the City on any social media website must first obtain written permission from the City Manager. After receiving permission, employees must place a disclaimer in their profile, post, or publication which clearly states that any and all opinions or views expressed are those of the employee and not the City.~~
- A. Employees should use their best judgment and discretion when posting material and information online.

- B. Confidential and proprietary information of the City is not to be discussed or referred to by employees on any social media website, even in private messages between site members who have authorized access to the information.
- C. Employees are responsible for reading, knowing, and complying with the Terms of Service of the social media websites they use.
- D. Employees are expected at all times to comply with the law in regard to copyright, trademark, and plagiarism. Posting of someone else's work without permission is not allowed.

Section 480.500 — Other City Policies

All other policies in this Handbook apply with equal force to employee use of social media websites. In particular, employees are expected to follow the City's Equal Employment ~~t~~-Opportunity policy when participating in social ~~medial-media~~ websites. The City considers behavior that is inappropriate in the workplace to be inappropriate on the Internet as well, meaning that the City's Equal Employment Opportunity Policy concerning discrimination, harassment, and retaliation applies equally to the treatment of employees in the workplace or on the Internet.

Section 480.600 — Disciplinary Action

While the City respects the right of employees to use social media websites, it has established this policy for the benefit and protection of the City and its employees. Any employee witnessing or who believes a violation of this policy has occurred should utilize the Complaint Procedure set forth in this Handbook. The City takes the expectations explained above very seriously. As such, employees are advised that violating this policy may result in disciplinary action, up to and including termination.

Employment Policies and Procedures

Code of Conduct

Since its inception, the City and its employees have been committed to ethical practices, honesty, fair dealing, and full compliance with all the laws affecting the City's activities. This code of conduct is general in nature and is not meant to cover all possible situations. In order to support the mission of the City, employees are committed to the following principles:

1. Quality: Everything we do has our signature on it. Anything worth doing is worth doing right. Services we provide and work we perform should be a source of pride for us and for the citizens of this community.
2. Respect: The City, and each employee, is obliged to treat all people within this organization and throughout the community with the highest respect. In return, the City expects its employees to be treated in the same manner. As a guide, we should strive to treat each citizen, customer, and fellow employee in the same way we would treat a member of our own family under similar circumstances. The use of profanity in the workplace is not allowed and may subject employees to discipline, up to and including termination.
3. Efficiency and Economy: The City strives to provide innovative, high quality services and responsible stewardship of the community's resources to benefit current and future generations.
4. Loyalty: Each City employee has the duty to actively support the goals and mission of the City and to act in accordance with its needs and goals. This commitment to the organization means that we are to act only in the best interest of the community and avoid any perception to the contrary. The interests of the City community and this municipal government can never be served by compromising our principles.
5. Integrity: All City employees have a responsibility to adhere to these basic principles of conduct and to all policies and ordinances of the City in their daily activities on behalf of the community. Citizens observe our actions each day. Even minor mishaps and policy violations can project a negative view in the mind of the public. For example, littering, smoking in restricted areas, and violations of parking ordinances and traffic laws can damage the respect that citizens have for municipal government employees. We are all held to a high standard and must avoid any appearance of violation of the City policies, ordinances, and laws.
6. Principles of Ethical Conduct: Every employee has the obligation to conduct himself/herself according to the highest ethical standards and to comply with these principles of ethical conduct and all policies of the City.

Standards of Conduct

Each employee has an obligation to observe and follow the City's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with his/her job performance, the job performance of others, or the orderly and efficient operation of a department or the City's services, corrective disciplinary measures will be taken. All employees also share an obligation to safeguard the integrity of the City's reputation and assure the continuation of ethical business practices.

Disciplinary action may include a verbal counseling, written warning, suspension without pay, and termination from employment. However, the City reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. The City will deal with each situation individually and nothing in this Handbook should be construed as a promise of specific treatment in a given situation or any policy that one form of disciplinary action will necessarily precede another.

By way of illustration only, the following misconduct may result in disciplinary action, up to and including termination:

1. Violation of the City's policies set forth in this Handbook or in the City's charter or any City resolution or ordinance;
2. Insubordination;
3. Excessive absenteeism or tardiness;
4. Violation of the City's Drug-Free Workplace Policy, including possession, use or sale of drugs or alcohol during working hours, reporting to work under the influence of drugs or alcohol, or unlawful use of drugs or alcohol;
5. Possession of dangerous instruments on City property, including illegal firearms;
6. Unsatisfactory job performance;
7. Suspicion of theft or dishonesty;
8. Violation of the City's Equal Employment Opportunity Policy or disrespect toward fellow employees, customers, visitors or other members of the public;
9. Violation of the City's Workplace Violence Policy;
10. Gossiping or discussing/disclosing confidential business or personnel matters;
11. Failure to work with a positive attitude;
12. Failure to help and support other employees;

Employee Privacy Policy

In addition, an employee will be given access to inspect his own personnel and payroll records upon his request and scheduling an appointment at appropriate time, outside of his or her work hours, that is approved by the Human Resources Director. The employee will be charged for any copies he or she requests at the same rate the City charges for copying documents pursuant to an Open Records Request. An employee may request, through his or her Department Head, the correction, amendment or supplementation of records that they believe are not accurate, timely or complete. However, such corrections, amendments, or supplementation is not guaranteed and will only be made at the discretion of the City Manager.

Employees shall have no expectation or right of privacy with respect to City facilities, property, and equipment including computers, desks, cabinets, drawers, and lockers. Employees shall not affix any personal locks to any City facilities, property, and equipment. The City reserves the right to search all City facilities, property, and equipment at any time with or without notice and for any reason, and to search employee personal items that are located or stored in any City facility, property, and equipment for work-related reasons, upon reasonable suspicion for such reasons. Please also refer to the City's Use of Technology Resources Policy.

Employees must carefully protect and may not, directly or indirectly, make any unauthorized disclosure or use of any confidential information acquired by virtue of their employment with the City except as required for the performance of their authorized employment duties on behalf of the City. Employees

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Some employees may be required to work even when City offices are closed because of the nature of their job duties, which may require continued services in the event of inclement weather or other emergency circumstances. Department Heads shall make a determination of the emergency or non-emergency job status of all employees within their departments and notify such employees of their classification. Employees who are considered emergency status employees must contact their supervisor regarding their work schedule in the event of inclement weather or other emergency circumstances.

If inclement weather or other emergency circumstances require the closure of City offices, the City may grant employees paid or unpaid time off in its discretion depending on the circumstances, which shall be determined on a case-by-case basis by the City Manager. Salaried exempt employees will be paid in accordance with the Fair Labor Standards Act. Any time taken off by employees due to inclement weather or other emergency circumstances, but where City offices are not closed, is to be used as any available, accrued vacation or will be unpaid.

City employees may engage in outside employment that does not create a conflict of interest or interfere with their performance of duties for the City. However, any outside employment must be approved by the employee's Department Head in advance. To obtain approval, an employee must submit a written request to the Department Head and meet with the Department Head to discuss the outside employment and whether it will create a conflict of interest or interfere with the performance of job duties. All Department Heads must discuss the request with the City Manager before approving a written request to engage in outside employment. If the request is approved, the Department Head will sign the request and provide it to the Human Resources Manager/Human Resources Director to be retained in the employee's personnel file.

Any outside employment by Department Heads must be approved by the City Manager in advance, and if approved, will be put in writing and provided to the Human Resources ManagerHuman Resources Director to be retained in the Department Head's personnel file.

Newly hired employees who hold an outside job, own a business, or are self-employed at the time of hire with the City must notify the City during the application process and then submit a request for outside employment immediately upon employment with the City using the following procedure described above.

Failure to submit a request for approval prior to engaging in outside employment, any conflict of interest as a result of outside employment, or any interference with the performance of job duties for the City as a result of outside employment, may be cause for disciplinary action up to and including termination of employment.

~~Upon termination of employment for any reason, employees must promptly return all City property that is in their possession, custody, or control. This policy specifically requires employees to return all City property (including electronically stored information) that employees may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-City computers and other electronic storage devices during the course of their employment. Employees should clearly understand that, upon termination of their employment, they are without authorization to access or use any such City property, whether through a City computer or non-City computer. Further, for the avoidance of doubt, this policy makes clear that no employee is authorized to access the City's computer systems or networks, including City email services, after termination of employment, unless such post-termination access is expressly authorized in writing by the City Manager.~~

Any employee who contends that this policy interferes with his/her sincerely held religious beliefs should contact Human Resources to inquire into whether he/she may be eligible for an exemption.

Personal Grooming

Professional appearance also includes an emphasis on standards of personal hygiene and good grooming. No staff member shall have an odor generally offensive to others when reporting to work. An offensive body odor may result from lack of good hygiene, from an excessive application of fragrance or from some other cause. Remember that some employees are allergic to the chemicals in perfumes and makeup, so wear these substances with restraint.

Casual Fridays

Unless otherwise directed by the City Manager, employees may wear casual attire on Fridays. This policy does not apply to employees who are required to wear designated uniforms, unless the City Manager authorizes otherwise for “Special Occasions.” Acceptable attire for casual Fridays includeincludes: jeans, sneakers, City logo sweatshirts or collared shirts, non-graphic and non-offensive tee shirts, shirts, dresses, skirts, mid-calf Capri’s and office-appropriate sandals. All clothing worn on Fridays must fit well, be clean, and properly pressed.

Inappropriate Dress

The following clothing items are not appropriate at any time: shorts for office personnel, halters, tank tops, mini dresses, spaghetti strap tops, leggings or jeggings(except when worn under skirts or dresses), jeans/khaki’skhakis with holes, overalls, jogging suits, low neckline front or back, sheer clothing, clothing that is too tight or too short (hemlines should be below the knee), flip flops and slippers, Crocs of any kind or clothing/hats that have inappropriate words, pictures, scenes, etc., that would be disruptive to the work environment. Jeans of any kind are not appropriate at any time other than Casual Fridays.

All decisions about whether an employee is appropriately dressed for work shall be made by the City in its sole discretion. Employees who are considered to be not dressed appropriately may be required to leave work to change into the appropriate attire. Employees will not be compensated for the time they are away from work to change clothes.

Non-Interference with Administration

The City recognizes that employees perform best when allowed to do their jobs without interference from outside influences. The Mayor and City Council members are to generally deal with City employees who are subject to the direction and supervision of the City Manager solely through the City Manager, andManager and are prohibited from giving orders directly to City employees. Exceptions to this policy

~~If inclement weather or other emergency circumstances require the closure of City offices, the City may grant employees paid or unpaid time off in its discretion depending on the circumstances, which shall be determined on a case-by-case basis by the City Manager. Salaried exempt employees will be paid in accordance with the Fair Labor Standards Act. Any time taken off by employees due to inclement weather or other emergency circumstances, but where City offices are not closed, is to be used as any available, accrued vacation or will be unpaid.~~

Section 4100.000 — Safe Driving Policy **Operating City Vehicles** **Equipment**

Section 4100.100 — Purpose

The City strives to provide a safe working environment and to protect its employees from job-related injuries and illnesses. The intent of this policy is to guide employees in the required use of safety belts and the expected use of telecommunication devices. It is the goal of the City to eliminate driver distractions by its employees due to talking or texting on a telecommunication device while operating a vehicle during the commission of their official duties. In addition to this Safe Driving Policy, all employees covered by this policy are expected to know and to abide by the Georgia Uniform Rules of the Road, found in O.C.G.A. §§ 40-6-1 through 40-6-397. ~~Smoking Tobacco use and vaping the use of vaporizers is~~ are prohibited in ~~in~~ City vehicles or equipment ~~equipment is~~ is prohibited.

Section 4100.200 — Definitions

Vehicle – Every motor vehicle, including, but not limited to, pickup trucks, vans, and sport utility vehicles, designed to carry ten passengers or fewer and used for the transportation of persons.

Motorized Equipment – City equipment such as lawn mowers, tractors, spreaders, street sweepers, back hoes, construction equipment and other outdoors wheeled equipment operated by City employees.

Telecommunication Device – Any device capable of sending and/or receiving voice, text, photographic, video, or other communication wirelessly via analog, digital, or any other technology that may be carried on or about a person. Examples include cellular telephone, text messaging device, personal digital assistant, standalone computer, or any other similar wireless device that can be used to initiate or receive a wireless communication.

Driving – Operating a motor vehicle or equipment on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. It does not include being in a vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to park.

Text Messaging – Reading from or entering data into any handheld or other telecommunication device, including for the purpose of short message service texting, emailing, instant messaging, or engaging in any other form of electronic data retrieval or electronic data communication.

Section 4100.300 — Applicability

This policy applies to all employees who operate or drive City-owned vehicles and equipment and to employees who drive privately-owned or rented vehicles during work time or while otherwise conducting City business. However, the portions of this policy relevant to the use of a telecommunication device do not apply to the following employees or situations:

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- A. Reporting a traffic accident, medical emergency, fire, serious road hazard, or a situation in which the employee believes a person's health or safety is in immediate jeopardy;
- B. Reporting the perpetration or potential perpetration of a crime;
- C. A public utility employee or contractor acting within the scope of his or her employment when responding to a public utility emergency;
- D. Engaging in wireless communication while a motor vehicle is off the roadway where it is safe and legal to park; and
- E. Using a City-issued two-way radio device (e.g., 800 MHz radio) for time-sensitive communications or a GPS navigation device provided that all due care is taken to ensure the safe operation of the vehicle.
- F. Engaging in wireless communication with a "hands-free" device.

Section 4100.400 — Safety Belt Use and Maintenance

- A. All employees and passengers are required to wear a properly adjusted and fastened safety belt;
- B. All mowing, grading, and similar equipment which has the capability to exceed 15 mph during travel shall be equipped with a roll over protection device and safety belts that must be worn by the operator at all times;
- C. No employee may allow another person to ride as a passenger on a trailer or in the bed of a pickup truck or any other towed equipment; and
- D. It is the responsibility of the driver and the supervisor to ensure that safety belts are maintained in good working condition by ensuring that: (a) safety belts are inspected regularly; (b) safety belts are visible and readily accessible for use in vehicles and on equipment; and (c) safety belts are regularly cleaned and are operational at all times.

Section 4100.500 — Distracted Driving

Employees must exercise due care in operating a motor vehicle and/or motorized equipment and shall not engage in any actions that distract employees from the safe operation of vehicles and equipment.

- A. Except for the exclusions noted above, use of telecommunication devices is prohibited while driving. No employee shall operate a motor vehicle or motorized equipment for work purposes on any public road, public property, street, or highway while using a telecommunication device to talk, write, send, or read any ~~text-based~~text-based communication, including, but not limited to, a text message, instant message, or electronic mail.
- B. In the event that a phone call must be made or a text message must be sent or received, an employee must find a location off the roadway where it is safe and legal to park to use the device.

~~New employees may be issued City property upon hire. This may include: (a) key or key card for access to buildings and offices; (b) photo identification card; (c) uniforms required to be worn for one's job; and (d) computers or mobile phones; (e) fleet fuel card.~~

~~Upon termination of employment for any reason, employees must promptly return all City property that is in their possession, custody, or control. This policy specifically requires employees to return all City property (including electronically stored information) that employees may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-City~~

~~computers and other electronic storage devices during the course of their employment. Employees should clearly understand that, upon termination of their employment, they are without authorization to access or use any such City property, whether through a City computer or non-City computer. Further, for the avoidance of doubt, this policy makes clear that no employee is authorized to access the City's computer systems or networks, including City email services, after termination of employment, unless such post-termination access is expressly authorized in writing by the City Manager.~~

Section 4700.000

Dress Code

Section 4700.100—General Expectations

~~Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times. Our professional image is an important aspect of our organization. Whether or not your job responsibilities place you in direct contact with City officials, state officials, legislators, or the public, you represent the City with your appearance as well as your actions.~~

~~Generally, the City has a business casual dress code, and employees are expected to wear business casual attire to work at all times. Business casual attire includes dress pants, suits, dresses, skirts, sweaters, blouses, turtlenecks, and collared shirts bearing the City's logo. Shirts must be tucked in and clothing must fit well, be clean, and properly pressed.~~

~~Employees may not wear City work uniforms while not on duty. Doing so may incorrectly create the appearance that an employee is on duty and representing the City during their off duty hours.~~

~~Unless otherwise directed by the City Manager, employees may wear casual attire on Fridays. This policy does not apply to employees who are required to wear designated uniforms, unless the City Manager authorizes otherwise for “Special Occasions.” Acceptable attire for casual Fridays include: jeans, sneakers, City logo sweatshirts or collared shirts, non-graphic and non-offensive tee shirts, shirts, dresses, skirts, mid-calf Capri’s and office-appropriate sandals. All clothing worn on Fridays must fit well, be clean, and properly pressed.~~

**~~The following clothing items are not appropriate at any time:
shorts for office personnel, halters, tank tops, mini dresses,
spaghetti strap tops, leggings, jeans/khaki's with holes, overalls,
jogging suits, low neckline front or back, sheer clothing, clothing
that is too tight or too short, flip flops and slippers, Crocs of any
kind or clothing/hats that have inappropriate words, pictures,
scenes, etc., that would be disruptive to the work environment.~~**

~~The City recognizes that employees perform best when allowed to do their jobs without interference from outside influences. The Mayor and City Council members are to generally deal with City employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and are prohibited from giving orders directly to City employees. Exceptions to this policy occur when the City Council makes inquiries and investigations under the power of the City Charter, or when emergencies arise. Should you feel that an elected official has acted inconsistently with this policy, please immediately inform the City Manager.~~

~~Regular appointment to full and part-time positions shall occur after the procedures outlined in Chapter Two have been completed. All employees appointed under this method shall serve an Introductory Period as described in Chapter 4.~~

~~Temporary appointments may be made for special project(s) or other work of a temporary nature. The services to be rendered by an appointee for a temporary period are not to exceed six (6) months in any twelve monthtwelve-month period. The Department Head will consult with the Human Resources Manager to assure budgetary compliance. Temporary appointments are subject to the approval of the City Manager. Temporary employees are ineligible for benefits and privileges provided to regular status employees.~~

~~Vacancies created by a leave of absence without pay may be filled by limited term appointment. The normal selection procedures will be followed in order to fill the position under a limited term appointment.~~

~~A person holding a limited term appointment may be terminated when the person replaced returns to the position. Transfer from limited term to regular appointment may be made if the person being replaced fails to return on the termination of leave.~~

~~Employees holding limited term appointments shall be eligible for holiday pay only. No other rights or privileges shall be granted to these employees.~~

Section 530.000 Emergency Appointments

~~When an emergency involving serious impairment of the public business makes it impossible to fill a vacant position through the competitive process, the Department Head subject to the approval of the City Manager, may appoint any qualified person to such a position on a temporary basis in order to continue public business and prevent serious inconvenience to the public. Any such person shall be employed only during such emergency and for a period not to exceed ninety (90) days, during which the normal selection procedures will be followed in order to fill the position under a regular appointment.~~

Section 540.000 Re-Employment (Break in Service)

~~A regular status employee, who separates employment from the City in good standing and is eligible for re-employment, may be re-employed, provided the absence is for a period not to exceed 365 days. Upon re-employment, the employee's leave balance will be zero. Leave time will be granted as provided for in this Handbook. Persons re-employed after a period of absence greater than 365 days will be treated as newly employed. The date of employment will be counted from the date of rehire.~~

Chapter Ten: Separations

~~Section 1000.000 — Types of Separation~~

~~The following identifies the types of separations that may occur from one's employment with the City: voluntary resignation, compulsory resignation, layoff, disability, death, retirement, and involuntary termination, reductions in force and job abandonment.~~

~~Section 1100.000 — Return of City Property~~

~~At the time of separation, all records, assets and property of the City held by the employee must promptly be returned to their Department Head. The Department Head will sign certification regarding receipt and clearance to this effect. Any amount due because of a shortage in the above shall be paid by the employee. In the case of a Department Head being terminated, all records, assets and property of the City held by the employee must be submitted to the City Manager.~~

~~Section 1200.000 — Notice of Resignation~~

~~In order to resign in good standing, an employee must give a two week written notice to their Department Head. Failure to comply with this policy shall be noted in the employee's personnel record. An employee who resigns in good standing may be eligible for rehire at the discretion of the City.~~

~~Should you decide to leave your employment with the City, you are asked to provide at least two weeks' advance notice of your resignation. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment~~

~~The City's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the City. Any request for a reference or employment history of any kind should be directed to the Human Resources Manager. For your information, the Human Resources Manager or his/her designee's response will be limited to providing dates of employment, position history and salary history. No one other than the Human Resources Manager may respond to a job reference inquiry.~~

~~**A lay-off or reduction in force is an involuntary separation of an employee from employment with the City, which has been made necessary due to shortage of funds or work, the elimination of the employee's job position, changes in the duties or organization of the position or department, or for other reasons which are generally outside the employee's control.**~~

~~**When a reduction in force becomes necessary, the City Manager shall confer with other appropriate officials to ensure that the reduction is carried out appropriately and orderly. The following guidelines and procedures shall apply to any reduction in force:**~~

~~1. The City Manager, upon direction by the Mayor and City Council, will determine the number of positions to be affected in each department.~~

2. The City Manager will prepare a list of all employee(s) within each department. The list should identify each employee's name along with his or her date of hire with the City, current status (e.g., regular, probationary period, temporary, part-time, full-time, etc.), job title, and exempt/non-exempt status.

3. The City Manager will provide each department's list to the appropriate Department Head with instructions to select the required number of employees for layoff or reduction. Each Department Head will then review the list and any other information he or she deems relevant, and identify the required number of employees for layoff or reduction. Such layoff or reduction decisions may be based on any and all factors deemed relevant to the Department Head, and may include, but are not limited to, the following: consideration of the value of employees to the City in terms of meeting operating requirements, the qualifications and performance of individuals, performance appraisal history, job criticality, any information contained in each employee's personnel file, information and/or recommendations received from the City Manager or other sources, and length of employment with the City.

4.—Each Department Head will meet with the City Manager and provide him or her with the names of the employees selected for layoff and reduction and the reasons for their selection. The City Manager will review and evaluate the Department Head's selections and reasons. The City Manager may accept, reject, or modify the selections recommended by the Department Head. All selections must be approved by the City Manager in order for the layoff or reduction to occur. The City Manager's decision may be

based on any and all factors deemed relevant to the City Manager, including all of the factors set forth above regarding the Department Head's decision.

5. Generally, non-regular status employees within a particular classification, and those in emergency and temporary positions, should be the first to be separated, unless circumstances require otherwise.

6. If a regular status employee is scheduled to be separated and there is a vacancy in a lower classification, the employee will have the opportunity to apply for the vacancy and be considered to demote into the lower classification if he or she is qualified to fill the position and is otherwise in good standing with the City. The determination of qualifications and good standing shall be made by the City Manager.

The Mayor and City Council retain final authority over all reallocations, reorganizations, and reductions in force or other changes in human resource matters within the City. Any lay-off or reduction in force shall be conducted in accordance with applicable federal and state law.

~~Termination Procedure for Job Abandonment~~

After it has been determined by the hiring manager that an employee has abandoned his/her position (has not shown up or communicated with the department for three consecutive scheduled workdays) the supervisor should move to terminate employment. The hiring manager should work with Human Resources to conduct the following procedures (these procedures should be followed within 24 hours of determining an employee has abandoned his job):

Contact Human Resources to draft a termination letter to the employee and to discuss other steps that need to be taken in the termination process (i.e. return of equipment, etc.)

Chapter Six: CCompensation and Performance
Compensation and Performance

Section 630.000—Work Weeks and Hours of Work

A normal work day and work week for full-time employees generally is considered eight (8) hours per day, five (5) days per week. The work week is defined as running from Sunday through Saturday. Actual work hours during each day, and work days during each week, may vary depending on an employee's job position.

Section 600.000—Overtime

The City complies with the requirements of the Fair Labor Standards Act and any applicable local law with respect to wages and hours. Please understand that there may be times when you will need to work overtime. However, all overtime must be approved in advance by your supervisor. Any employee, who works unauthorized hours or overtime, including arriving early or staying late, working through meal or break periods, or working from home, may be subject to disciplinary action, up to and including termination of employment.

Non-exempt hourly employees will be paid overtime at a rate of one and one-half times their regular hourly rate for all hours worked over 40 in a week. Exempt salaried employees do not receive overtime pay. Exempt salaried employees are subject to deductions from their salaries only for lawful reasons.

If an employee feels he or she has been subject to an improper salary deduction, has been improperly classified as exempt or non-exempt, or has not been paid overtime for any hours worked over 40 in a week, the employee should notify the City using the Complaint Procedure set forth in this Handbook. In the event it is determined that an improper salary deduction was made or that an employee was not paid any overtime due, the City will reimburse the employee.

Section 610.000—Meal/Break Periods

Meal and/or break periods are not required by the Fair Labor Standards Act and are not formally designated by the ~~City, but~~City but may be authorized by a Department Head. Any meal and/or break

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It is the policy of the City of Villa Rica to provide-require reasonable break time for an employee to express milk for her nursing child for one (1) year after the child's birth. Each time such employee has need to express the milk,- The City will make reasonable effort to provide a clean place or location, in close proximity to the work area, where the employee can express her milk in privacy. In addition, the City will make an effort to provide electrical outlets for an electric breast pump. It will be the employee's responsibility to keep the location clean after each use and remove any personal items. Any breast milk stored in the refrigerator must be labeled with the name of the employee. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage, refrigeration and tampering. Employees who work offsite or in other locations will be accommodated with a private area as necessary.-

~~Section 620.000~~ Attendance Policy

All employees are expected to be present and on time to perform the duties for which they were hired. If an employee is going to be late or absent from work, the employee must notify his or her immediate supervisor at least 30 minutes prior to their starting time. The employee is required to speak with his or her supervisor directly, or, if the supervisor is not available, with the Department Head. It is not acceptable for an employee to ~~leave a voicemail with the supervisor or Department Head, to~~ have another person call for him or her, or for the employee to leave a message or a voicemail with a co-worker.

Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination. The following guidelines do not apply to pre-approved medical appointments or pre-approved vacation.

Excessive absenteeism or tardiness is generally considered:

- More than one occasion of unexcused absence;
- Three occasions of excused absence or tardiness in a ~~three~~one-month period;

- Six or more occasions of excused absence or tardiness within a ~~twelve-six months~~six-month period; or
- An unacceptable pattern of absences and/or tardiness over an individual's employment history.

It is important to understand that individual circumstances may dictate that fewer time being tardy or absences than listed above still may be considered excessive absenteeism or tardiness. An employee's attendance simply is one aspect of job performance and will be considered together with overall performance and attitude.

Employees who are absent for three (3) days without notifying the City, will be assumed to have voluntarily abandoned their employment with the City and will be removed from the payroll.

Interim Appointments and Salary Adjustment Calculation

Termination Procedure for Job Abandonment

~~Upon appointment to an Interim Position the employee's pay will be adjusted to the minimum of the paygrade associated with the vacant position. If the employee already is compensated at or above the minimum of the paygrade then no more than ten~~

~~After it has been determined by the hiring manager that an employee has abandoned his/her position (has not shown up or communicated with the department for three consecutive scheduled workdays) the supervisor should move to terminate employment. The hiring manager should work with Human Resources to conduct the following procedures (these procedures should be followed within 24 hours of determining an employee has abandoned his job):~~

~~Contact Human Resources to draft a termination letter to the employee and to discuss other steps that need to be taken in the termination process (i.e. return of equipment, etc.)
percent (10%) of thheire current compensation rate will be added.~~

Section 640.000 — Performance Reviews

Every employee's job performance is important to the City and is critical to the services we provide to citizens. The City believes more frequent, but less formal feedback is most helpful to employees. Therefore, your supervisor and/or Department Head may provide you with feedback and/or a review of your job performance periodically throughout the year. These reviews may be verbal or in writing.

New employees and employees in new job positions will generally be reviewed before the end of their ~~introduction period~~Probationary Periods. In addition, all employees will receive an annual performance review from their supervisor and/or Department Head, which will be conducted on or around the anniversary date of their employment with the City or date of their last promotion, transfer, or demotion into their current position. Normally, this review will be postponed or delayed beyond an employee's anniversary date or date of promotion, transfer, or demotion into their current position to reflect any period of time greater than 30 days in which an employee was out of work during the prior year. These reviews will be completed on an approved form and provide an assessment of each employee's job performance and progress.

These reviews are intended to provide a basis for better understanding between you and your supervisor and/or Department Head regarding your job performance, potential, and development within the City. Please understand, however, that a positive performance review does not guarantee an increase in compensation, a promotion, or continued employment. All compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the City. Of course, if employees ever have questions or would like feedback on their job performance, they are encouraged to discuss it openly with their supervisor and/or Department Head.

Section 650.000—Compensation Administration

Section 650.100—Compensation Policy

All job classifications and/or positions of employment with the City shall have assigned pay ranges establishing the minimum and maximum levels of compensation employees in such classifications and/or positions generally will receive. Within such pay ranges, employees may be eligible to receive periodic pay increases on the basis of merit, ~~and/or length of employment with the City.~~

On Call/Call out Pay

On call status is a privilege, therefore an employee must be in close proximity to the City in order to arrive quickly and access the situation. When on call the employee is not allowed to drink alcoholic beverages or use any substance that impairs their ability to drive legally or perform their required job duties.

On call pay is paid at the rate of \$125.00 per week that an employee is on call, whether they are called out or not. When an emergency occurs and more workers are necessary to mitigate the situation those employees who are called to report will receive one half (\$62.50) of the on-call stipend. Hourly employees called out will be paid for hours worked according to the Fair Labor Standards Act (FLSA) overtime regulations, in addition to the stipend.

On-call Stipend forms must be filled out completely, signed by both employee and supervisor and submitted to the Human Resources Department no later than 5:00pm the Friday prior to payroll processing. Stipend forms will **not** be accepted without **both** authorized signatures. If the stipend form is received after 5:00pm the Friday before payroll is processed, the stipend will be added to the following regularly scheduled payroll cycle.

Payroll Advances

Pay advances will not be granted to employees by the City.

Pay Frequency

All employees are paid on a bi-weekly basis. When the payday is on a holiday, employees normally will be paid on the last working day before the holiday. Upon receipt of your paycheck, each employee shall

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Federal and state laws require the City to make certain deductions from your earnings, including income tax and Federal Insurance Contributions Act (FICA) withholdings. The City may also be required to make deductions from your earnings pursuant to any garnishment proceedings filed against you. No deductions, other than those legally required, will be made from your paycheck without your consent. You may authorize deductions for participation in medical, dental insurance, and other benefits the City offers. If you believe any improper deductions have been made from your paycheck, you should report the matter in writing to the Human Resources Department.

~~Pay advances will not be granted to employees.~~

~~All employees are required to complete a time card to honestly and accurately report all hours worked. Every employee is responsible for keeping an honest and accurate record of his/her time worked. In preparing their time record, employees must record the time they begin and end each work day, and also record the beginning and ending time of any unpaid break, meal period, or other period of departure from work. All absences (including vacation, illness, accidents, death in the family, etc.) also must be reported on the employee's time record. Failure to keep honest or accurate time records will subject an employee to disciplinary action, up to and including termination. Exempt or salaried employees will report exception time.~~

~~Falsifying time records is a serious matter. Employees may not change time after it is already recorded, enter a false time on purpose, tamper with time records, or record other employees' time for them. Any changes to a timecard must be made by the employee's supervisor, signed by both the employee and the supervisor, and then digitally recorded in the payroll system. Employees falsifying a time record or engaging in any other conduct that violates this policy may be subject to disciplinary action, up to and including termination.~~

Chapter Seven: ~~E~~Employee Expectations

Section 700.000 — Employee Privacy Policy

It is the City's policy to respect the privacy of employee personnel and payroll records to the extent possible while at the same time complying with the City's operational needs and all obligations regarding the public availability of open records and required production of records pursuant to a subpoena, court order, or otherwise. Therefore, absent the consent of the individual involved, a request made under the Georgia Open Records Act, or a subpoena, court order, or other circumstances requiring production, employee personnel and payroll records will only be made available for inspection and review to authorized individuals on a "need to know" basis.

In addition, an employee will be given access to inspect his own personnel and payroll records upon his request and scheduling an appointment at appropriate time, outside of his or her work hours, that is approved by the Human Resources Manager Human Resources Director. The employee will be charged for any copies he or she requests at the same rate the City charges for copying documents pursuant to an Open Records Request. An employee may request, through his or her Department Head, the correction, amendment or supplementation of records that they believe are not accurate, timely or complete. However, such corrections, amendments, or supplementation is not guaranteed and will only be made at in the discretion of the City Manager.

Section 710.000 — Search and Inspection of City Property

Employees shall have no expectation or right of privacy with respect to City facilities, property, and equipment including computers, desks, cabinets, drawers, and lockers. Employees shall not affix any personal locks to any City facilities, property, and equipment. The City reserves the right to search all City facilities, property, and equipment at any time with or without notice and for any reason, and to search employee personal items that are located or stored in any City facility, property, and equipment for work-related reasons, upon reasonable suspicion for such reasons.

Please also refer to the City's Use of Technology Resources Policy.

Section 720.000 — Code of Conduct

Since its inception, the City and its employees have been committed to ethical practices, honesty, fair dealing, and full compliance with all the laws affecting the City's activities. This code of conduct is general in nature and is not meant to cover all possible situations. In order to support the mission of the City, employees are committed to the following principles:

Quality: Everything we do has our signature on it. Anything worth doing is worth doing right. Services we provide and work we perform should be a source of pride for us and for the citizens of this community.

~~**Loyalty:** Each City employee has the duty to actively support the goals and mission of the City and to act in accordance with its needs and goals. This commitment to the organization means that we are to act only in the best interest of the community and avoid any perception to the contrary. The interests of the City community and this municipal government can never be served by compromising our principles.~~

Principles of Ethical Conduct: Every employee has the obligation to conduct himself/herself according to the highest ethical standards and to comply with these principles of ethical conduct and all policies of the City.

~~All entries made to the financial records must be true, complete, accurate and consistent with generally accepted accounting principles, with no omissions.~~

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Section 740.000 — Bulletin Boards/Solicitation & Distribution

Bulletin Boards are provided for official City business, announcements, holiday notices, job openings, policies and procedures. Any posting on bulletin boards shall only be upon written authorization by the City Manager. Employees should periodically check the boards for updates or new announcements. Bulletin boards shall not post commercial or political advertising or any other activity such as, meetings or announcements unless sponsored by the City.

It is the City's policy to forbid all solicitation for contributions, membership in clubs or organizations, signatures for petitions or the sale of consumer products, or other outside business on City premises. An exception is made for City-approved charitable endeavors. The City may also choose to recognize charitable drives as a community-backed effort.

In order to avoid unnecessary annoyances and interruptions during the workday, solicitation by an employee of another employee is prohibited on the premises. Distribution of literature by employees is prohibited at all times on City premises.

Non-employees may not solicit for any purpose or engage in distribution of any literature or commercial goods of any kind in work areas at any time.

Duty to Report Criminal Charges/Determinations

Criminal charges:

Criminal charges:

An employee of the City of Villa Rica who is charged with a crime (other than a minor traffic offense and/or local ordinance violation) shall report having been charged to his or her supervisor within three (3) 3 days of becoming aware of such charge. The employee shall report the crime(s) he or she has been charged with, and with and provide documentation of the charges upon request. Within three (3) days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is immediately warranted.

Criminal Determinations: Within three (3) days of the employee receiving a disposition of the criminal charges, he or she will notify his/her supervisor and provide documentation of the disposition. Within three (3) days of receiving notice from the employee, the supervisor will contact Human Resources so a determination can be made as to what action, if any, is warranted. Failure to report under this policy may result in disciplinary action, including termination of employment.

Employee Benefits

Employee Benefits

Elected Officials may be eligible for different or additional benefits not available to regular employees, in accordance with the provisions of the applicable benefit policy.

Group Health, Dental and Vision Insurance

Life Insurance

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Supplemental Insurance

The City may offer, if economically feasible, supplemental insurance for eligible employees and their eligible dependents. Supplemental insurance coverage may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. Employees are eligible to be covered for supplemental insurance on the first (1st) of the month following thirty (30) days of employment.

Deferred Compensation Plan - 457(b)

The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee. Currently, the City will contribute one half of the employee's contribution, not to exceed 3% of the employee's salary. Employees are eligible to ~~after~~ contribute after successfully completing the initial 180-day ~~180-day~~ new hire probationary period of 180 days (six months).

Disability Insurance

The City may offer, if economically feasible, Short Term Disability (STD) and/or ~~Long Term~~ Long-Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. STD and/or LTD insurance may be offered for purchase by the employee and/or subsidized by the City at a level approved by Council on an annual basis. Employees are eligible to be covered for STD or LTD insurance on the first (1st) of the month following thirty (30) days of employment. Currently the City provides Long Term Disability for eligible employees.

Retirement

The City maintains a pension plan with the Georgia Municipal Assn (GMA).~~The~~. The City currently pays for the employees' pension plan at 100%. This is a non-matching plan and the employee is vested after ten (10) years of employment.

Employee Assistance Program

The City of Villa is dedicated to the health and wellbeing of their employees. The City offers an Employee Assistance Program (EAP) through Tanner Medical Center. This service provides counseling for issues such as personal and family concerns, job stress, alcohol or drug problems, and emotional trauma. This program is confidential and results will not be shared with the City or your supervisor unless you give permission to do so. More information is available in Human Resources or you can contact Tanner EAP at 770-834-8327.

Discounted Participation Fees and Facility Rentals

Effective January 1, 2019 ~~ECity employees of the City of Villa Rica may use~~ employees will be eligible for a free facility rental once per calendar year. ~~City facilities and enroll in City programs for a reduced~~

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~~fee. Employees will receive a 50% discount on fees for facility rentals, team sports, summer day camp, and merchandise, etc. There is not a limit on the number of times you can take advantage of this discount.~~

Educational Assistance

~~The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City.~~

~~The City offers educational assistance in the form of seminars, workshops, and job related job-related courses to all eligible employees. To maintain eligibility employees must remain in an active pay status and be performing their job satisfactorily through completion of each course. Regular full-time employees are eligible for education assistance.~~

~~The City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable-future position. Employees should contact Human Resources for more information or questions about educational assistance.~~

~~Employees who wish to attend job-related classes/courses/seminars that are directly related to their current position, are responsible for submitting requests to their Department HeadManager, who will obtain approval from the City Manager. When the request is approved, all arrangements, including travel arrangements, will be made by the by Finance, who will notify the requesting department once arrangements are complete. All training and testing must be approved in advance by the City Manager.~~

~~The City will pay the cost of courses for all required, job-related training/certification as specified here: (i.e., water or wastewater certification programs)~~

_____	Course/training/certification	one (1) time
_____	Course/training/certification test	one (1) time
_____	Refresher Course for re-test	one (1) time

~~If an employee fails to acquire certification required for their position, a determination will be made whether the employee should be reassigned or terminated.~~

~~Courses will be scheduled after work hours if possible. If the course is only offered during working hours, the city will pay the employee's base pay rate at the time of the course and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.~~

~~While educational assistance is expected to enhance employee performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases. If an employee terminates employment with the City within six months of completing training, all expenses incurred will be reimbursed to the City.~~

Successful completion of training or college degrees, certifications may result in pay adjustments at the discretion of the City Manager.

Training Policy

The City of Villa Rica has an obligation to provide professional services to the community. In fulfilling this responsibility, it is essential that city personnel be properly trained. This is true not only at the entrance level where personnel must receive basic training prior to their assumption of their responsibilities, but throughout their careers. Not all training that is requested will be approved.

Department Managers/Directors are responsible for planning, designating, and implementing all training programs for the city of Villa Rica. Training may be held in the City or at other locations. All training must be directly relevant to the employee's current position and be approved by the City Manager in advance of registration.

EDUCATION Tuition- Reimbursement Program

The City of Rome-Villa Rica believes strongly in the benefits of education. In an effort to provide incentive and assistance toward continuing education, -effective January 1, 2001 (Revised: May 22, 2007), educational reimbursement is available to career service employees to reimburse a portion of pre-approved expenses for educational courses which directly relates to the employee's present job or a reasonably attainable promotional objective. ALL COURSES MUST BE PRE-APPROVED All courses must be pre-approved. Approval of educational reimbursement shall be subject to the availability of funds in the current fiscal year.

Eligibility Requirements for Tuition Assistance Conditions Oof Educational Reimbursement Eligibility

A.

A. Only full time (minimum of 30 hours) regular status employees who have successfully completed their probationary period; who are rated as satisfactory or better on their last evaluation; and have completed one (1) year of service are eligible to apply for assistance. Specific mandated training is not included under this program.

B. Educational training must be obtained at an accredited educational institution. Accredited institutions include public **and private** school systems, colleges, and universities as approved by the U. S. Department of Education's Office of Postsecondary Education. Each of the postsecondary educational institutions and programs contained within the database is, or was, accredited by an accrediting agency or state approval agency recognized by the U. S. Secretary of Education as a "reliable authority as to the quality of postsecondary education" within the meaning of the Higher Education Act of 1965, as amended (HEA). The database does not include a number of postsecondary educational institutions and programs that elect not to seek accreditation but nevertheless may provide a quality postsecondary education. The goal of

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accreditation is to ensure that education provided by institutions of higher education meets acceptable levels of quality.

Vocational and business schools/colleges are accredited by the Council of Higher Education Accreditation through the U. S. Secretary of Education.

Correspondence schools/colleges are accredited by the Distance Education and Training Council (DETC and DETC Accrediting Commission and recognized by the U.

S. Secretary of Education.

Note: Students should research the accreditation process to ensure that the degree of education is above a minimum level of quality.

C. Courses must be taken on the employee's own time., unless the course is required by the City as part of an in-service training program, technical courses required by the City to keep the employee continuously updated in a professional or highly technical field or otherwise authorized by the Department Director.

D. Qualifying courses must:

1. directly relate to duties and responsibilities of the employee's current position
position or
2. must enhance the employee's potential for advancement to a position with the City to which the individual has a reasonable expectation of advancing.
3. approved courses may range from obtaining GED certification to technical courses such as electronics, engineering, computers through Master level studies.

E. Employee eligibility will be determined by the Division Director; or Chief of Police; or Chief of Fire; and the Human Resources Director City Manager prior to enrollment in the course. Applications received after the course(s) have begun shall not be considered for educational reimbursement.

E.

F. There will be no duplicate payments for the same course. If the course is reimbursable under any State or Federal Educational benefits (including V.A.) or any other outside agencies, grants (HOPE Grant), etc., the City will provide educational reimbursement only for the cost above those paid by the other outside sources. The employee is required first to apply for any outside benefits for which he/she is eligible. The employee must provide proof of other benefits granted or denied before applying for educational reimbursement through the City.

F.

G. Actual tuition fees, laboratory fees, technology fees (10-2-12), distance learning fees (6-16-16), instructional fees, (6-16-16) computer rentals (in the event that the educational institution charges for computer use during class time); and work manuals necessary to the course, are reimbursable. Application fees, miscellaneous administrative fees, graduation fees, test and examination fees, evaluation fees, parking fees, activity fees, athletic fees (6-16-16), data cards, (6-16-16), student services fees (6-16-16), health fees, food, mileage, lodging, etc. are not subject to reimbursement.

G.

H. Upon successful completion of a course, educational reimbursement will be as follows for tuition and pre-authorized expenses:

Undergraduate programs

Graduate programs

A	100 % up to \$1,000.00
B	75% up to \$750.00
C	50% up to \$500.00
Below a C	No reimbursement

- I. Any course that is provided on a pass/fail basis only, as approved by the City under this program, will be eligible for 75% educational reimbursement for successful completion of the course.
- J. Course books are considered permanent property of the student and are not subject to reimbursement.
- K. Reimbursement shall follow the employee's presentation of eligible reimbursement expenses and the employee's grade reports upon receipt to the Human Resources Department. Reimbursement requested more than ninety (90) days after completion of course will not be honored.
- L. —If an employee terminates employment with the City within ~~six~~two years-months of completing a ~~training~~program of study or six months from completing a course, all expenses incurred will be reimbursed to the City.

Permanent Part-Time employees will be eligible for Holiday Pay based on their regular work commitment, provided they are in pay status the day before and the day after the Holiday

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~~Note: The information in this Handbook is current when published but the benefits provided may have changed since publication of this Handbook. The benefits below may be added to, terminated or changed by the insurer at any time. Please consult the insurance broker or provider, if you have a question about your benefits or coverage.~~

~~Section 800.000 Employee Benefits~~

~~The City may offer certain benefits to its employees and their dependents. Benefits are not offered to spouses of City employees who are employed and offered coverage through their employer. All benefits are accompanied by eligibility requirements which must first be met by the employee and dependents (if applicable) before being eligible for coverage. All provisions for the various benefits and eligibility for same are governed by each benefit plan instrument which may be a plan document or certificate of coverage, or both. All employees will receive information explaining the plans in detail. This information also may be available in Human Resources at City Hall. In general, however, the following summarizes certain benefits the City may offer to employees. Any conflicting provisions contained in the applicable plan documents are controlling over the summaries provided below.~~

~~Elected and Mayoral or City Council Appointed Officials may be eligible for different or additional benefits not available to regular employees, in accordance with the provisions of the applicable benefit policy.~~

~~Section 810.000 Health, Dental and Vision Insurance~~

~~Section 820.000 Life Insurance~~

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~~The City may offer, if economically feasible, supplemental insurance for eligible employees and their eligible dependents. Supplemental insurance coverage may be offered for purchase by the employee and may be subsidized by the City at a level approved by the City Council on an annual basis. Employees are eligible to be covered for supplemental insurance on the first (1st) of the month following thirty (30) days of employment.~~

~~The City may make available a deferred compensation program. The Deferred Compensation Program is a voluntary, tax-deferred program designed to help supplement eligible employees' income at retirement. Through this program, eligible employees may designate an amount to be deducted from their gross salary on a before-tax basis each pay period and placed in an investment account selected by the employee. Currently, the City will contribute one half of the employee's contribution, not to exceed 3% of the employee's salary~~

~~The City may offer, if economically feasible, Short Term Disability (STD) and/or Long Term Disability (LTD) coverage to eligible employees to provide them a portion of their salary when they are unable to work as a result of an off-the-job disability. STD and/or LTD insurance may be offered for purchase by the~~

~~The City currently pays for the employees' pension plan at 100%. This is a non-matching plan and the employee is vested after ten (10) years of employment.~~

~~The City of Villa is dedicated to the health and wellbeing of their employees. The City offers an Employee Assistance Program (EAP) through Tanner Medical Center. This service provides counseling for issues such as personal and family concerns, job stress, alcohol or drug problems, and emotional trauma. This program is confidential and results will not be shared with the City or your supervisor unless you give permission to do so. More information is available in Human Resources or you can contact Tanner EAP at 770-834-8327.~~

~~The City recognizes that the skills and knowledge of its employees are critical to the success of the organization. The educational assistance program encourages personal development through formal education so that employees can~~

~~maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the City.~~

~~The City offers educational assistance in the form of seminars, workshops, and job related job-related courses to all eligible employees. To maintain eligibility employees must remain in an active pay status and be performing their job satisfactorily through completion of each course. Regular full-time employees are eligible for education assistance.~~

~~The City has the sole discretion to determine whether a course relates to an employee's current job duties or a foreseeable future position. Employees should contact the Human Resources Manager for more information or questions about educational assistance.~~

~~Employees who wish to attend job-related classes/courses/seminars are responsible for submitting requests to the City Safety/Training Manager to their Manager,, who will obtain approval from the department manager and the City Manager. When the request is approved, all arrangements, including travel arrangements, will be made by the City Safety/Trainingby Finance Department, who will notify the requesting department once arrangements are complete. All training and testing must be approved in advance by the City Manager.~~

~~The City will pay the cost of courses for all required, job-related training/certification as specified here: (i.e., water or wastewater certification programs)~~

If an employee fails to acquire certification required for their position, a determination will be made whether the employee should be reassigned or terminated.

~~**Courses will be scheduled after work hours if possible. If the course is only offered during working hours, the city will pay the employee's base pay rate at the time of the course and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.**~~

~~While educational assistance is expected to enhance employee performance and professional abilities, the City cannot guarantee that participation in formal education will entitle the employee to automatic advancement, a different job assignment, or pay increases. If an employee terminates employment with the City within six months of completing training, all expenses incurred will be reimbursed to the City.~~

~~TRAINING POLICY~~Training Policy

The City of Villa Rica has an obligation to provide professional services to the community. In fulfilling this responsibility, it is essential that city personnel be properly trained. This is true not only at the entrance level where personnel must receive basic

The City Safety / Training Manager is Department Managers/Directors are responsible for planning, designating, and implementing all training programs for the city of Villa Rica. Training may be held in the City or at other locations.

~~The City observes the following holidays during the year:~~

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday	Friday before Easter Sunday
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th

~~If a holiday falls on a Sunday, it will normally be observed on the following Monday, and if the holiday falls on a Saturday, it will normally be observed on the preceding Friday. An employee who is not on approved leave and who fails to report on his or her~~

~~Employees who work on the actual day of a holiday will be paid at their regular rate for the first eight (8) hours worked on the holiday (holiday pay) and be compensated in accordance with the Fair Labor Standards Act for all time worked on a holiday. All hours worked on a day the City is closed to observe a holiday, but which is not the actual holiday itself will be paid at the employee's regular rate.~~

~~**Permanent Part-Time employees will be eligible for Holiday Pay based on their regular work commitment, provided they are in pay status the day before and the day after the Holiday.**~~

~~Section 910.000—Pa~~**Paid Time Off**

The City observes the following holidays during the year:

<u>New Year's Day</u>	<u>January 1st</u>
<u>Martin Luther King Day</u>	<u>Third Monday in January</u>
<u>President's Day</u>	<u>Third Monday in February</u>
<u>Good Friday</u>	<u>Friday before Easter Sunday</u>
<u>Memorial Day</u>	<u>Last Monday in May</u>
<u>Independence Day</u>	<u>July 4th</u>
<u>Labor Day</u>	<u>First Monday in September</u>

New employees will not have access to vacation time until they successfully complete their new hire probationary period. ~~2 Provided the probation period is not extended the employee will receive a lump sum of~~ ~~Requests for vacation leave must be made in writing ten days in advance and will be granted at the discretion of your supervisor. All department heads must submit their leave requests to the City Manager for approval.~~

Section 910.700 — Use of Vacation

~~Vacation may only be taken with approval. An employee who wishes to take vacation must provide three (3) days' advance notice to his or her supervisor by submitting a vacation request form unless the vacation is used for a legitimate, unexpected illness or emergency. In all instances, vacation must be approved by the employee's supervisor in advance.~~

~~The City appreciates as much notice as possible, preferably thirty (30) days, when an employee knows he or she expects to miss work for an extended scheduled absence, such as a planned vacation. When possible, vacation will be allowed in accordance with employee requests, taking operating requirements into account. Generally speaking, length of employment determines priority when scheduling vacation.~~

~~Requests for vacation leave must be made in writing ten days in advance and will be granted at the discretion of your supervisor or department head. All department heads must submit their leave requests to the City Manager for approval.~~

Section 910.400 — Carry Over of Vacation

In the event that vacation is not used by the end of the next benefit year, employees may carry forward a maximum of 240 hours or thirty days. When the unused vacation reaches 240 hours, additional accruals will stop, until the accrued balance falls below 240 hours.

Section 910.600 — Payment for Unused, Accrued Vacation

Employees ~~will~~may be paid for unused, accrued vacation upon termination of employment. Employees who are subject to layoff or reduction, who retire, or who otherwise voluntarily terminate their employment may receive unused, accrued vacation if they provide two weeks' notice of their termination and depart on good terms, as determined in the sole discretion of the City.

An employee shall be given time off without loss of pay when performing jury duty or when subpoenaed to appear before a court, public body, or commission in connection with City business. Employees must provide notice of jury summons or subpoena and should make arrangements with their supervisor as soon as a summons or subpoena is received. Employees are expected to promptly return to work if they are excused from jury duty or appearance for testimony during their regular working hours.

Employees also may be given up to two (2) hours of unpaid leave to vote on the day of an election. However, such leave may only be taken during the hours specified by your Department Head. This provision does not apply to employees whose hours of work begin at least two hours after the polls open or end at least two hours before the polls close.

Section 930.000—Bereavement Leave

Upon approval by the Department Head, bereavement leave up to three (3) ~~consecutive~~ working days per calendar year typically will be granted with pay for an employee's absence from duty in the event of death in the immediate family, as defined below. Bereavement leave will be granted for the death of any of the following persons: spouse, parent or stepparent, child or stepchild, sibling, grandparent, grandchildren, or any of the above listed members of the employee's current spouse's family, or any person who is domiciled in the employee's household. Employees who must travel over 200 miles four hours from their home, away may be granted and additional two days of bereavement leave. Employees must be scheduled to work during the time they are off for bereavement leave. Any additional approved time off will be taken without pay or may be charged against the employee's available vacation. The City reserves the right to deny any request based on operational and staffing needs and further reserves the right to require an employee to document the death of a family member.

Section 940.000—Military Leave

The City will comply with its obligations for those employees who serve in any branch of the United States uniformed military services, including providing any necessary time off, in accordance with federal, state, and local law. Military duty, for the purpose of this policy, includes any ordered military duty in the service of the State of Georgia or the United States of America. This includes schools conducted by the armed forces of the United States.

Regular full-time employees are entitled to 14 days of leave with pay while engaged in the performance of military duty including going to and from such duty during normal working hours. The portion of any military leave in excess of 14 days will be unpaid. However, employees may use any available vacation for the absence. If the Governor calls out the unit, full pay can be awarded for a thirty-day period at the City Manager's discretion.

Subject to the terms, conditions and limitations of the plan, the service member will be allowed to continue health insurance benefits for the term of the military leave. Employees returning from military duty will

~~Personal Leave~~

Medical Leave:-

Once the twelve-week period of FMLA leave is exhausted, and employee is unable to return to work, the employee may request to extend the medical leave for a period not to exceed an additional twelve (12) weeks. The request must be in writing and delivered to the direct supervisor and department head for review. The Department Head will make a recommendation to the City Manager for final decision. The City reserves the right to grant less than the full twelve weeks.

~~Section 950.000~~—Personal Leave of Absence

An employee with one (1) year of employment with the City may be granted a personal leave of absence without pay. Employees may be asked to submit a request for leave in writing. The granting of this type of leave is normally for compelling reasons and is dependent upon the sole discretion and written approval of the Mayor and City Council. Such leaves of absence ordinarily may not exceed six (6) consecutive months and may be granted only after unused, accrued vacation is exhausted. The City will make reasonable efforts to return an employee to the same or similar job held prior to the leave of absence, subject to staffing and operational requirements, but there is no guarantee of, and employees have no right to, reinstatement or continued employment during or following leave in the employee's same position or any position at all. The City reserves the right to fill or reassign an employee's position while on leave at any time and without notice. Unless pre-approved in writing by an authorized representative of the City, engaging in other gainful employment during such a personal leave of absence will be considered a voluntary resignation. An employee on leave without pay status shall not accrue vacation or receive holiday pay during that leave.

Progressive Discipline

Progressive Discipline

The Progressive Discipline process is designed to be constructive and corrective and to promote employee success. It gives employees the information necessary to understand what aspect of work performance, attendance and/or behavior is unacceptable, identifies the improvements that are expected, and provides the opportunity for employees to demonstrate the expected improvements. The goal is to improve performance, attendance, or behavior of employees and to assist employees in taking ownership of their performance, attendance, or behavior.

It is the responsibility of the employee to adhere to the expectations outlined by the supervisor and to adhere to the standards of conduct. It is recommended that employees whose performance or behavior is unsatisfactory, be provided an opportunity to go through the progressive discipline process. However, there are circumstances that warrant immediate termination. In addition, there is no required number of instances that a supervisor must warn or reprimand an employee before termination is warranted.

Progressive Discipline Steps

When an employee's performance or behavior is unsatisfactory, a progressive process is strongly advised. The steps involved in the process may include verbal discussion, written warning, suspension without pay, and termination. It is required that department management document all steps of the corrective discipline process as they occur. Including warnings and ramifications if the unacceptable performance and/or behavior are not corrected.

During each step, department management is advised to state the next step to be taken if the performance does not improve. However, in cases of serious misconduct (please see the section on serious misconduct below); the employee may be immediately terminated or suspended from the work force. All disciplinary material must be part of the official personnel file in Human Resources.

Verbal Disciplinary Action

The initial disciplinary action should be verbal, whenever possible. The discussion should be firm but fair and should ensure that the employee clearly understands the established standards and expectations with respect to the unacceptable performance or behavior. A written record of the date and content of such discussions should be maintained in the appropriate files within the department and a signed copy provided to the Human Resources Department. This document is available on the City's website, under Human Resources.

Written Disciplinary Action

The initial situation indicates a need for stronger action, or if verbal disciplinary action fails to improve the employee's performance, the supervisor may issue a written disciplinary warning. The written warning outlines the undesired behavior, states expectations and lists consequences if issues continue. If necessary, the Human Resources Department is available to assist department management with the composition of the warning document. Copies of the warning document should be maintained in the appropriate departmental file and also a copy forwarded to Human Resources to be placed in the official employee file. The employee has the right to appeal the disciplinary action in certain situations. Please

notification of your complaint in writing to the City Manager. If you are not comfortable discussing the matter with the Human Resources Director or otherwise do not wish to discuss the matter with the Human Resources Director, you are to file your complaint directly with the City Manager.

Retaliation

The City prohibits unlawful retaliation against anyone who has made a complaint or provides information related to a complaint under this policy. Any employee who feels that he or she has experienced or witnessed retaliation should immediately notify the City by using this Complaint Procedure.

Review of Complaint

The City will undertake an objective and appropriate review of any complaint, and expects all employees to fully cooperate with internal investigations that may be conducted by the City. To the extent practicable and appropriate, the City will keep any complaint and the terms of its resolution confidential. The City will take corrective action as deemed appropriate, including such discipline up to and including termination of employment. The City will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will be notified about the outcome of your complaint. If you have any questions about the status of your complaint at any time, you should contact the Human Resources Director at the above telephone number and address. Each employee also should be aware that he or she has the right to file a charge of discrimination with the Equal Employment Opportunity Commission (EEOC) or other state agency as provided by law. According to the EEOC, the deadline for filing any such charge runs from the last date of unlawful conduct, not from the date that the complaint is resolved.

Intentionally False Claims

The City recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. The City encourages any employee to raise questions he or she may have regarding misconduct or this Policy with the Human Resources Director.

Chapter Ten: Separations

Section 1000.000—Types of Separation

The following identifies the types of separations that may occur from one's employment with the City: voluntary resignation, compulsory resignation, layoff, disability, death, retirement, involuntary termination, reductions in force and job abandonment. **.All disciplinary material must be part of the official personnel file in Human Resources.**

:

Section 1100.000—Return of City Property

At the time of separation ~~Upon termination of employment~~ for any reason, employees must promptly return all City property that is in their possession, custody, or control to their Department Head. This policy specifically requires employees to return all City property (including electronically stored information) that employees may have taken outside of the office (e.g., personal residence) or transferred to or stored on non-City computers and other electronic storage devices during the course of their employment.

Employees should clearly understand that, upon termination of their employment, they are without authorization to access or use any such City property, whether through a City computer or non-City computer. Further, for the avoidance of doubt, this policy makes clear that no employee is authorized to access the City's computer systems or networks, including City email services, after termination of employment, unless such post-termination access is expressly authorized in writing by the City Manager.

At the time of separation, all records, assets, passwords, applications associated with the job and any other property of the City held by the employee must promptly be returned to their Department Head. The Department Head will sign certification regarding receipt and clearance to this effect. Any amount due because of a shortage in the above shall be paid by the employee. In the case of a Department Head being terminated, all records, assets and property of the City held by the employee must be submitted to the City Manager.

Section 1200.000—Notice of Resignation

In order to resign in good standing, an employee must give a ~~two-week~~two-week written notice to their Department Head. Failure to comply with this policy shall be noted in the employee's personnel record. An employee who resigns in good standing may be eligible for rehire at the discretion of the City.

Should you decide to leave your employment with the City, you are asked to provide at least two weeks' advance notice of your resignation. Your thoughtfulness will be appreciated and will be noted favorably should you ever wish to reapply for employment with the City or seek a favorable reference from the City. Additionally, all resigning employees may complete a brief exit interview prior to leaving. Upon termination, you must return the Employee Handbook and all City property to the City.

Section 1300.000—Job References

The City's reference policy is that employees are not to provide any reference regarding a current or former employee's employment with the City. Any request for a reference or employment history of any kind should be directed to the ~~Human Resources Manager~~Human Resources Director. For your information, the ~~Human Resources Manager~~Human Resources Director or his/her designee's response will be limited to providing dates of employment, position history and salary history. No one other than the ~~Human Resources Manager~~Human Resources Director may respond to a job reference inquiry.

~~The City will undertake an objective and appropriate review of any complaint, and expects all employees to fully cooperate with internal investigations that may be conducted by the City. To the extent practicable and appropriate, the City will keep any complaint and the terms of its resolution confidential. The City will take corrective action as deemed appropriate, including such discipline up to and including termination of employment. The City will undertake corrective action to stop inappropriate conduct before it rises to the level of an unlawful action. You will be notified about the outcome of your complaint. If you have any questions about the status of your complaint at any time, you should contact the Human Resources ManagerHuman Resources Director at the above telephone number and address.~~

~~Section 230.000 Intentionally False Claims~~

The City recognizes that intentional or malicious false accusations of misconduct can have a serious effect on innocent men and women. Individuals making such false accusations of misconduct will be disciplined in accordance with the nature and extent of his or her false accusation. The City encourages any employee to raise questions he or she may have regarding misconduct or this Policy with the Human Resources Manager/Human Resources Director.

It is the responsibility of the employee to adhere to the expectations outlined by the supervisor and to adhere to the standards of conduct. It is recommended that employees whose performance or behavior is unsatisfactory, be provided an opportunity to go through the progressive discipline process.

However, there are circumstances that warrant immediate termination. In addition, there is no required number of instances that a supervisor must warn or reprimand an employee before termination is warranted.

When an employee's performance or behavior is unsatisfactory, a progressive process is strongly advised. The steps involved in the process may include verbal discussion, written warning, suspension without pay, and termination. It is required that department management document all steps of the corrective discipline process as they occur. Including warnings and ramifications if the unacceptable performance and/or behavior are not corrected.

In each step, department management is advised to state the next step to be taken if the performance does not improve. However, in cases of serious misconduct (please see the section on serious misconduct below); the employee may be immediately terminated, or suspended from the work force.

~~The initial disciplinary action should be verbal, whenever possible. The discussion should be firm but fair and should ensure that the employee clearly understands the~~

established standards and expectations with respect to the unacceptable performance or behavior. A written record of the date and content of such discussions should be maintained in the appropriate files in the department.

Written Disciplinary Action

The initial situation indicates a need for stronger action, or if verbal disciplinary action fails to improve the employee's performance, the supervisor may issue a written disciplinary warning. The written warning outlines the undesired behavior, states expectations and lists consequences if issues continue. If

The Department of Human Resources is available to assist department management with the composition of the warning document. Copies of the warning document should be maintained in the appropriate departmental file and also forwarded to Human Resources to be placed in the official employee file. The employee has the right to grieve the disciplinary action in certain situations. Please see the Staff Grievance procedures for further information.

Suspension without Pay

Suspension without pay follows a verbal or written disciplinary warning if the desired results have not been accomplished. The length of the suspension should depend upon the facts of each case, (e.g., type and severity of the behavior, previous work record of the employee, and previous disciplinary actions). The suspension should be clearly explained in a written disciplinary warning to the employee and should indicate any possible consequences of further performance, attendance, or behavior issues.

Dismissal

Dismissal is advised when, among other reasons, an employee has engaged in serious misconduct or an employee has not corrected performance and/or behavior. Prior to dismissing an employee, department management must review the situation and related information with the Human Resources Department and supply appropriate documentation. The recommendation of termination will be forwarded to the City Manager for final approval.

~~(iii) Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable State or local law or collective bargaining agreement.~~

~~(v) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.~~

"Intermittent leave" is FMLA leave taken in separate blocks of time due to a single qualifying reason.

~~means the nearest “Next of Kin” of a covered service member blood relative other than the covered service member’s spouse, parent, son or daughter, in the following order of priority: blood relatives granted legal custody, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative for purposes of FMLA caregiver leave~~

~~entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:~~

~~(1) Was entered into in a State that recognizes such marriages; or~~

(2) — If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

"TRICARE" is the health care program serving active duty service members, National Guard and Reserve members, retirees, their families, survivors, and certain former spouses worldwide.

~~PROCEDURES~~

Employee Submits the "Family & Medical Leave Request Form"

If the need for FMLA leave is foreseeable, an employee requesting leave must provide at least 30 days advance notice to his/her supervisor. If such advance notice is not possible, the employee must give notice to his/her supervisor as soon as practicable, ordinarily within one or two working days of learning of the need for leave. When planning medical treatment, the employee should make a reasonable effort to schedule the treatment, subject to the approval of the health care provider, so that any corresponding leave will not unduly disrupt the operations of The City of Villa Rica. Supervisors must immediately report all requests for FMLA leave to Human Resources to ensure all requests are reviewed in a timely manner. Employees must provide sufficient information for the City to reasonably determine whether the FMLA may apply to the leave request. When an employee seeks leave due to an FMLA-qualifying reason for which the City has previously provided FMLA leave, the employee must specifically reference either the previous qualifying reason for leave or the need for FMLA leave.

The City of Villa Rica will provide a "Family & Medical Leave Request Form" to employees requesting FMLA leave. The "Family & Medical Leave Request Form" should include an expected return date, if known, and bear the original signature of employee requesting leave.

~~For military exigency, the City may require that a first request for leave because of a qualifying exigency arising from active duty or a call to active duty be supported by a copy of the covered service member's active duty orders or other documentation issued by the military. A certification form requesting the~~

~~(5) Non-military-affiliated health care provider.~~

~~Clarification~~

If an employee submits a complete and sufficient certification form signed by a health care provider, no additional request for information from the health care provider will be made by the City. However, the City may contact the health care provider for purposes of clarification and authentication of the medical certification. Authentication means providing the health care provider with a copy of the certification and requesting verification that the information contained on the certification form was completed and/or authorized by the health care provider who signed the document. Clarification means contacting the health care provider to understand the handwriting on the medical certification or to understand the meaning of a response. The City shall not ask the health care provider for additional information beyond that contained on the medical certification form.

Within five days of receipt of all requested information, the Human Resources Director, or his/her designee will mail a cover letter and Designation Notice form (WH-382) to notify the employee whether his or her FMLA request has been

~~**In some circumstances, the Designation Notice may be provided contemporaneously with the Notice of Eligibility and Rights & Responsibilities (WH-381) form when adequate information has been obtained regarding both the employee's eligibility for FMLA leave and the absence's qualification for FMLA leave.**~~

~~Employees who are granted FMLA leave will be required to use accrued leave balances concurrently with the FMLA leave. Additionally, any workers' compensation leave that qualifies as a FMLA event will run concurrently with the FMLA leave.~~

~~If the City does not designate FMLA leave within the applicable timeframe as required by 29 C.P.R. §~~

~~provider, however, that the failure to timely designate leave does not cause harm or injury to the employee. In all cases deadlines missed by the City, where leave would qualify for FMLA protections, the leave will be retroactively designated as FMLA leave. In such cases, the employee will be provided the same leave benefits and job guarantees he or she should receive under the FMLA.~~

~~**In most cases, the City will request recertification no more often than every 30 days, unless:**~~

~~(1) — the medical certification indicates that the minimum duration of the condition is more than 30 days; or~~

~~(2) the employee requests an extension of leave that has been certified to have a duration of less than 30 days; or~~

~~(3) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications); or~~

April 16, 2018April 16, 2018April 16, 2018April 15, 2018April 5, 2018April 5, 2018March 23,
2018March 23, 2018March 6, 2018February 26, 2018February 23, 2018February 23, 2018February 23,
2018February 23, 2018February 23, 2018February 23, 2018February 22, 2018February 22,
2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018

Updates to 2019 Handbook for 2021

Blue indicates current text in 2019 handbook

Green indicates the proposed changes for 2021

2019 Handbook

Page 10 Demotions

Voluntary demotions will result in a ~~be~~ reduction of ~~no less than a minimum of 4%~~ of their current rate or to the top pay for the new position, whichever is greater. The employee will not be subject to a rate increase until such time as other tenured employees have the opportunity to catch up with the demoted employee's rate of pay. Replaced for 2021 as follows:

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Voluntary demotions after a promotion – The employee's salary will be adjusted back to the level previous to the promotion, adjusted for any COLA.

Other Demotions will result in a pay adjustment that brings the employee's pay to the same pay range penetration level in the new pay grade as the penetration level in the previous pay grade

2021 Handbook new additions:

Page 17 – Security Awareness Policy was added to use of technology resources section, for 2021.

Page 19 – E-Mail Policy was added to the use of technology resources section, for 2021.

Page 20 – Clean Desk Policy was added to the use of technology resources section, for 2021.

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2019 Handbook Page 36 Item H

Tuition assistance program

H. Upon successful completion of a course, educational reimbursement will be as follows for pre-authorized expenses:

GRADE	REIMBURSEMENT
A	100%
B	75%
C	50%
Below C	0%

Replaced with Page 41, Item H. We have broken out graduate and undergraduate reimbursement rates and added maximum allowable reimbursements per course.

Updates to 2019 Handbook for 2021

2021 Handbook page 41, Item H

H. Upon successful completion of a course, educational reimbursement will be as follows for tuition and pre-authorized expenses:

GRADE		REIMBURSEMENT	
<i>Undergraduate programs</i>			
A		100 % up to \$600.00	
B		75% up to \$450.00	
C		50% up to \$300.00	
Below a C		No reimbursement	

GRADE		REIMBURSEMENT	
<i>Graduate programs</i>			
A		100 % up to \$1,000.00	
B		75% up to \$750.00	
C		50% up to \$500.00	
Below a C		No reimbursement	

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Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Change Provider for Banking Services
AGENDA DATE: 11-10-2020

DATE PREPARED: 10-28-2020
PREPARED BY: Sarah Andrews

AMOUNT: Varies
GL ACCOUNT #: Various
FUNDING SOURCE: Various
BUDGETED ITEM? Yes

PURPOSE: To have council approve a new Banking Services provider.

BACKGROUND: The City has been with the current bank for as long as anyone could remember. The level of service from our current provider has been less than desirable. Considering that, and also, the need to ensure that we are competitive with rates and fees, we went out to bid. An RFP was issued on September 23, 2020 for Banking Services. The responses were opened on October 26, 2020, and we received responses from the following banks:

- Synovus Bank
- United Community Bank
- Bank OZK

Staff did a preliminary comparison of fees and interest earnings. The net of interest earnings and fees was only nominally different between Synovus Bank and Bank OZK. The Finance Committee met to discuss on October 28th. The Committee agreed to recommend Synovus Bank based on the net interest earnings and fees, but even more importantly, the improved service level.

STAFF RECOMMENDATION: To approve the Synovus Bank to provide banking services for the City.

MOTION: I make a motion to approve moving the City's banking services from Bank OZK to Synovus bank



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2021 Budget Amendment
AGENDA DATE: 11-10-2020

DATE PREPARED: 11-3-2020
PREPARED BY: Sarah Andrews

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

PURPOSE: To adopt ordinance amending the 2021 budget.

MOTION: I make a motion to adopt the ordinance to approve an amendment to the budget for the fiscal year 2021 for the City pursuant to Section 2-71 of the City Charter.

STATE OF GEORGIA

ORDINANCE NO. _____

CITY OF VILLA RICA

**AN ORDINANCE TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2021 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

WHEREAS, the Mayor and City Council adopted the 2021 Budget on September 29, 2020, 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 2021, said budget amendment being described as Amendment No. 1-2, 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 _____, 2020.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk

TUITION REIMBURSEMENT

Source of Funds: Contingency

Tuition reimbursement for an employee in HR. All education money was moved to council's contingency.

<i>Item</i>	<i>Account Name</i>	<i>Account Type</i>		<i>Amount</i>
1 100-1540-523700	Education	Expense	Increase	2,300.00
2 100-1110-579100	Contingency	Expense	Decrease	(2,300.00)



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution Creating a Redevelopment Agency

AGENDA DATE: November 10, 2020

DATE PREPARED: October 29, 2020

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To designate the Mayor and Council as the Redevelopment Agency for the City of Villa Rica.

BACKGROUND: In 2018 the State Legislature approved a bill allowing Redevelopment Powers to be placed on the November, 2018 ballot. The measure was approved, giving the City Redevelopment Powers. The State Code requires the creation of a Redevelopment Agency to oversee the exercise of these redevelopment powers.

STAFF RECOMMENDATION: To designate the Mayor and Council as the Redevelopment Agency for the City of Villa Rica.

IMPACT:

MOTION: I move we adopt the attached resolution to constitute the Mayor and Council as the Redevelopment Agency of and for the City of Villa Rica, effective November 10, 2020.

**RESOLUTION CREATING CITY OF VILLA RICA
REDEVELOPMENT AGENCY**

A RESOLUTION TO CONSTITUTE THE MAYOR AND COUNCIL AS THE REDEVELOPMENT AGENCY OF AND FOR THE CITY OF VILLA RICA; AND FOR OTHER PURPOSES

Be it hereby resolved by the Mayor and Council that:

WHEREAS, the Mayor and Council of the City of Villa Rica, Georgia, find that there exists within the corporate limits of said city one or more economically and socially depressed areas in which the structures, buildings and improvements, by reason of dilapidation, deterioration, age or obsolescence, inadequate provision for ventilation, light, air, sanitation or open spaces, and the existence of conditions which endanger life and property by fire and other causes, is conducive to ill health, transmission of disease, infant mortality, high unemployment, juvenile delinquency and crime and is detrimental to the public health, safety, morals and welfare; and

WHEREAS, the Mayor and Council of the City of Villa Rica, Georgia, find that there exists within the corporate limits of said city one or more open areas located within urbanized or developed areas which, because of the presence of factors enumerated in the first paragraph hereof, substantially impair and arrest the sound growth of the community; and

WHEREAS, the Mayor and Council of the City of Villa Rica, Georgia, find that there exists within the corporate limits of said city one or more urbanized or developed areas which are substantially underutilized by containing open lots and parcels of land or by containing a substantial number of buildings or structures which are 40 years old or older or by containing structures or buildings of relatively low value as compared to the value of structures or buildings in the vicinity of the area or in which there is a shortage of housing that is affordable for persons of low to moderate income which the Mayor and City Council designate as appropriate for community development.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Mayor and Council of the City of Villa Rica, Georgia, pursuant to the authority granted by Official Code of Georgia Annotated Chapter 36-44, that the Mayor and Council of the City of Villa Rica is hereby designated as the Redevelopment Agency for the City of Villa Rica, Georgia, and may hereafter exercise the redevelopment powers provided by Official Code of Georgia Annotated Chapter 44. This shall constitute the resolution of creation of a redevelopment agency pursuant to O.C.G.A. §36-44-4.

BE IT FURTHER RESOLVED that Gil McDougal, as Mayor for the City of Villa Rica is duly authorized to execute this RESOLUTION for and on behalf of the City Council.

This resolution shall be effective upon adoption.

This _____ day of October, 2020.

CITY OF VILLA RICA, GEORGIA

By: _____

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Adoption of PILOT (Payment in Lieu of Taxes) Agreement related to Walton Communities Project with Villa Rica Housing Authority

AGENDA DATE: November 10, 2020

DATE PREPARED: October 30, 2020

PREPARED BY: David Mecklin, City Attorney

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A

PURPOSE: The purpose of this Agenda item is to request Council approval for the City to enter into a PILOT Agreement related to the construction of the Legacy at Walton Trails Phase I – 490 Old Stone Road – Villa Rica, Georgia Project.

BACKGROUND: The City Council has previously approved the project known as Legacy at Walton Trails at 490 Old Stone Road in Villa Rica. This project will remove existing Housing Authority units and replace them with newly constructed units. The current housing units owned by the Villa Rica Housing Authority are not subject to property tax. Because the new units will be built on land owned by the Housing Authority, Walton Communities is seeking an agreement with the City and other governmental bodies that they pay only a sum equivalent to the actual services attributable to the residents who will live in newly constructed premises. The Payment in Lieu of Taxes is designed to accomplish that. Prior to the meeting Walton will provide a calculation of the anticipated payment schedule.

STAFF RECOMMENDATION: Staff recommends approval of this request.

IMPACT: The City will receive payment of some funds for the services rendered to the residents of the newly constructed units upon Villa Rica Housing Authority property. Currently, no ad valorem tax is paid on the existing units so the City should experience some net increase in funding related to units constructed on Housing Authority property.

MOTION: I move that the City Council adopt the PILOT Agreement with Walton Communities for the project known as Legacy at Walton Trails Phase I – 490 Old Stone Road – Villa Rica, Georgia. I further move that the Mayor, City Manager, and Clerk be authorized to execute any documents necessary to enter into said contract.

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT (this “Agreement”) is made this ____ day of October, 2020, by and among the **CITY OF VILLA RICA, GEORGIA** (the “City”), the **HOUSING AUTHORITY OF THE CITY OF VILLA RICA, GEORGIA**, a public body corporate and politic, organized and existing under the laws of the State of Georgia (the “Authority”) and **LEGACY AT WALTON TRAIL PHASE 1, L.P.**, a Georgia limited partnership (the “Partnership”).

W I T N E S S E T H:

WHEREAS, pursuant to Section 8-3-8 of the Official Code of Georgia Annotated (the “Georgia Law”), the Authority and its properties are exempt from all taxes and special assessments of the City, the county, the state or any political subdivision thereof; and

WHEREAS, any housing project subject to a private enterprise agreement (as defined in Section 8-3-3(13.1(C) of Georgia Law) is public property used for essential public and governmental purposes and not for purposes of private or corporate benefit or income and, as such, is also exempt from all taxes and special assessments of the City, the county, the state or any political subdivision thereof; and

WHEREAS, the Authority previously determined that the conversion of all of its public housing units from public housing to housing governed by Section 8 pursuant to the Rental Assistance Demonstration (“RAD”) project and then the redevelopment of all of the units through the use of available resources, including, but not limited to, the federal and state low income housing tax credit programs is in the best interest of the citizens of the City and the residents served by the Authority; and

WHEREAS, the Authority has agreed to partner with Walton Communities (“Walton”) to redevelop the initial phase of forty (40) of the former sixty-two (62) public housing units into a new low income housing community comprised of ninety (90) affordable housing units (the “Development”); and

WHEREAS, the Authority and Walton created the Partnership (and each either directly or indirectly serve as members of the general partner) to obtain the additional source of capital from the federal and state low income housing tax credits; and

WHEREAS, all of the affordable units of the Development will be subject to a private enterprise agreement (as defined by Georgia law) and will be exempt from all real and personal property taxes and special assessments levied or imposed by of the City, the county, the state or any political subdivision thereof whether owned and operated by the Authority or the Partnership; and

WHEREAS, Section 8-3-8 of Georgia Law contemplates that the Authority may enter into agreements to ensure that certain municipal services are provided to any eligible housing units

occupied or reserved for persons of low income and in return the Authority may agree to make a payment in lieu of taxes ("Payment in Lieu of Taxes") for such municipal services; and

WHEREAS, the Authority and the City have previously entered into that certain Cooperation Agreement dated _____ and attached hereto as Exhibit "A", and that certain Cooperation Agreement dated _____ and attached hereto as Exhibit "B" (collectively, the "Agreements") wherein the Authority agrees in the Agreements to make certain Payments in Lieu of Taxes in return for the City providing certain services identified therein (the "Municipal Services"); and

WHEREAS, the City desires to assist the Authority and the Partnership in helping to ensure the financial viability and commercial success of the Development; and

WHEREAS, the parties desire to enter into this Agreement to allow for the Payment in Lieu of Taxes in return for the deliverance of the Municipal Services provided to the affordable housing units owned by the Partnership.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, each intending to be legally bound hereby, do hereby agree as follows:

1. Preamble and Recitals. The preamble and recitals hereinabove set forth are hereby incorporated into and made a part of this Agreement.

2. Defined Terms. Except as otherwise specifically provided herein, all capitalized words not otherwise defined herein shall have the meaning ascribed thereto in the Agreements.

3. Agreements. The Agreements, as amended and modified by this Agreement, shall continue in full force and effect.

4. Additional Agreements.

4.1 Tax Exemption. Notwithstanding the exemption available to the units pursuant to Georgia Law, in acknowledgement of its role as a citizen of the City, the Partnership agrees to make a Payment in Lieu of Taxes for or with respect to the housing units owned by the Partnership in accordance with the terms of the Agreements or as otherwise agreed to by the City, the Authority and the Partnership.

4.2 Amount of Payment in Lieu of Taxes. The amount of the Payment in Lieu of Taxes for the housing units shall be [the amount identified in the Agreements or _____ amount year calendar year].

4.3 Municipal Services. In return for the Payment in Lieu of Taxes, the City agrees to provide to the housing units (a) the Municipal Services without cost or charge regardless of whether the Municipal Services are provided to other public housing facilities or

projects and (b) any additional Municipal Services provided by the City to public housing facilities or projects not otherwise identified in the Agreements as of the date hereof or which are provided by the City for such facilities at any time after the date hereof.

4.4 Term of Payment in Lieu of Taxes. The parties agree that the Payment in Lieu of Taxes shall continue for twenty (20) years commencing _____, 202__ and continuing until _____, 204__.

5. Miscellaneous Provisions.

5.1 Notices. Except as expressly provided herein, notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed or sent by facsimile or electronic mail (with an acknowledgement receipt) to the following addresses:

Address for Maker: Legacy at Walton Trail Phase 1, LP
c/o Walton Communities, LLC
2281 Akers Mill Road SE, Building 4100
Atlanta, Georgia 30339
Attn: Keith Davidson

With Copy to: Arnall Golden Gregory, LLP
171 17th Street NW
Suite 2100
Atlanta, Georgia 30363-1031
Attn: Jeffrey C. Adams

Address for the City City of Villa Rica, Georgia

Villa Rica, Georgia _____

With Copy to: Tisinger Vance, P.C.
100 Wagon Yard Plaza
Carrollton, Georgia 30117
Attn: David Mecklin

Address for Authority: Housing Authority of the City of Villa Rica,
Georgia
490 Old Stone Road
Villa Rica, Georgia 30180
Attn: Executive Director

5.2 Governing Law. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

5.3 Amendments. This Agreement may be amended only by a written amendment approved by both parties.

5.4 Waiver. The waiver by a party of any instance of the other party's noncompliance with any obligation or responsibility herein shall not be deemed a waiver of other instances of such party's noncompliance.

5.5 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. If necessary to effect the intent of the parties, the parties will negotiate in good faith to amend this Agreement to replace the unenforceable language with enforceable language which as closely as possible reflects such intent.

5.6 Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be considered one and the same agreement, and shall become effective when one (1) or more counterparts shall have been signed by each party and delivered to each other party.

5.7 Entire Agreement. The provisions of this Agreement, and the other agreements referred to herein, set forth the entire agreement and understanding between the parties as to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof.

5.8 Construction. This Agreement has been negotiated by the parties and their respective counsel and will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of date first above written.

CITY:

THE CITY OF VILLA RICA, GEORGIA

By: _____,
_____, Mayor

AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF
VILLA RICA, GEORGIA

By: _____
Richard Chambers, Executive Director

PARTNERSHIP:

LEGACY AT WALTON TRAIL PHASE 1, LP

BY: Legacy at Walton Trail Phase 1GP, LLC, a
Georgia limited liability company, its General
Partner

BY: _____
Keith A. Davidson, Co-Manager

EXHIBIT A

COOPERATION AGREEMENT

EXHIBIT B

COOPERATION AGREEMENT