

CITY COUNCIL
GIL MCDOUGAL, MAYOR
DANNY CARTER, MAYOR PRO-TEM
SHIRLEY MARCHMAN
LESLIE MCPHERSON
MATTHEW MOMTAHAN
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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
December 3, 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. RA-03-20: Rezoning Request for 1305 W. Bankhead Highway and Public Hearing (Ronald Johnson, Planning and Zoning Specialist)
3. Ordinance to Revise Section 400 of the City of Villa Rica Development Regulations, Section 403.11, Wastewater Lift Stations. (Bobby Elliott, Director)

B. Economic Development (Janet Chumley, Manager)

1. 2020 Main Street Advisory Board Reappointments

C. Human Resources (Stephanie Rooks, Manager)

1. Personnel Policies Update
2. Proposed 2021 Holiday Schedule
3. Changes to the Network Within the Health Plan

D. Utilities (Pete Zorbanos, Director)

1. Request for Engineering Services Identified as Addendum #10 to Water Treatment Plant Improvements. (Pete Zorbanos, Director)
2. Request for Engineering Services Identified as Addendum #13 to Water Treatment Plant Improvements. (Pete Zorbanos, Director)
3. Emergency Installation of Fire Hydrants on Edge Road. (Pete Zorbanos, Director)

E. Finance (Sarah Andrews, CFO)

1. 2021 Budget Amendments

F. City Manager (Tom Barber)

1. Adoption of PILOT (Payment in Lieu of Taxes) Agreement Related to Walton Communities Project With Villa Rica Housing Authority. (David Mecklin, City Attorney)

2. Proposed Council Meeting Schedule for 2021

3. Appointment of Members to the Convention & Visitor's Bureau Board.

G. Public Comment

H. Adjournment



CITY OF VILLA RICA

City Council Packet

SUBJECT: VA-04-20 – 77 Commerce Dr

CITY COUNCIL AGENDA DATE: December 8th, 2020

DATE: November 30th, 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 its 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 move to deny the variance request to encroach into the side yard setbacks.
- (2) I move to deny the variance request to encroach into the required landscape buffer.
- (3) I move to deny the variance request to locate all parking spaces in the rear yard.
- (4) I move to deny the variance request to locate all parking spaces within the side yard landscape buffer.
- (5) I move 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

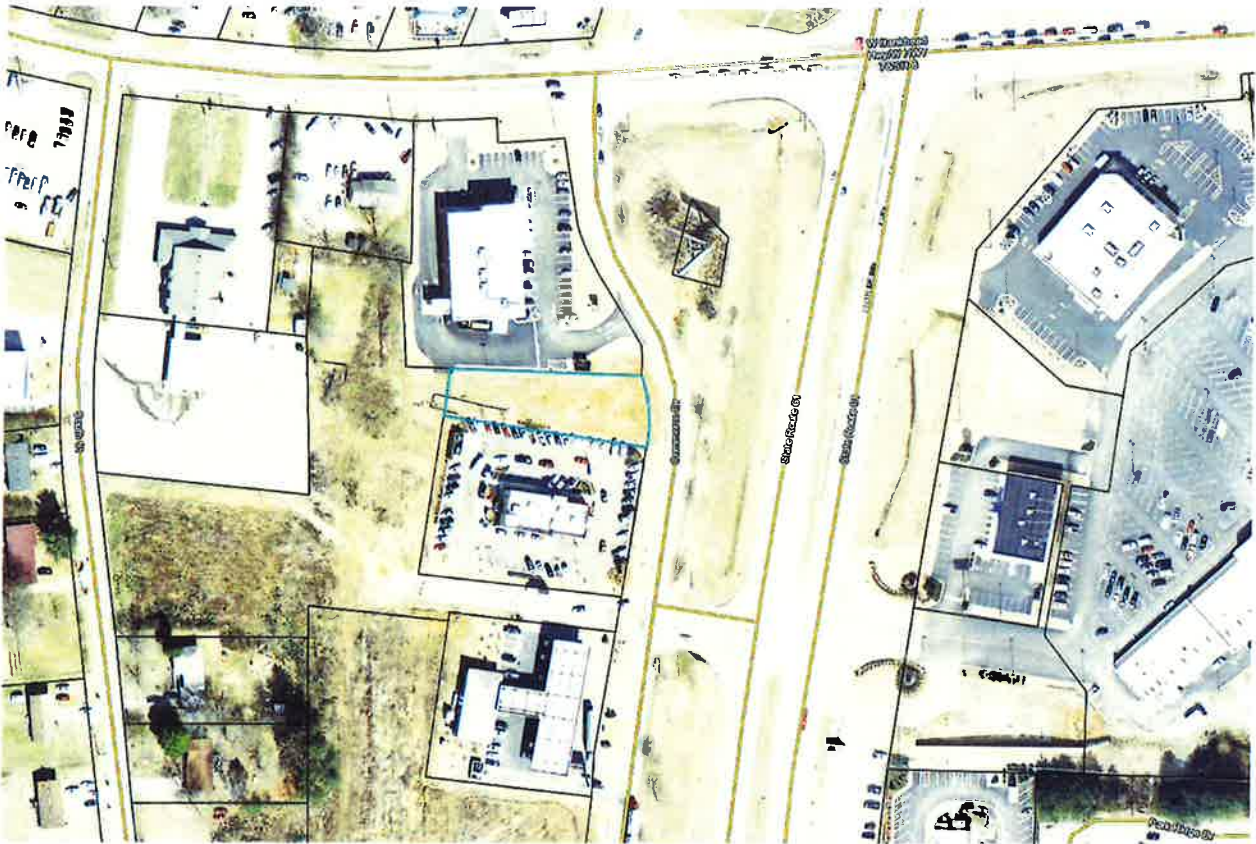
Planning Board Member: Mac Pilgrim

City Council Member: Danny Carter

Public Hearing Dates

City Council: December 8th, 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:

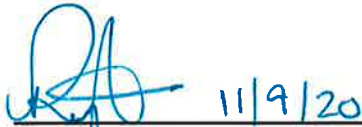
Staff recommendation: **DENIAL**

Public Notifications:

As required by *Section 11.05* 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.

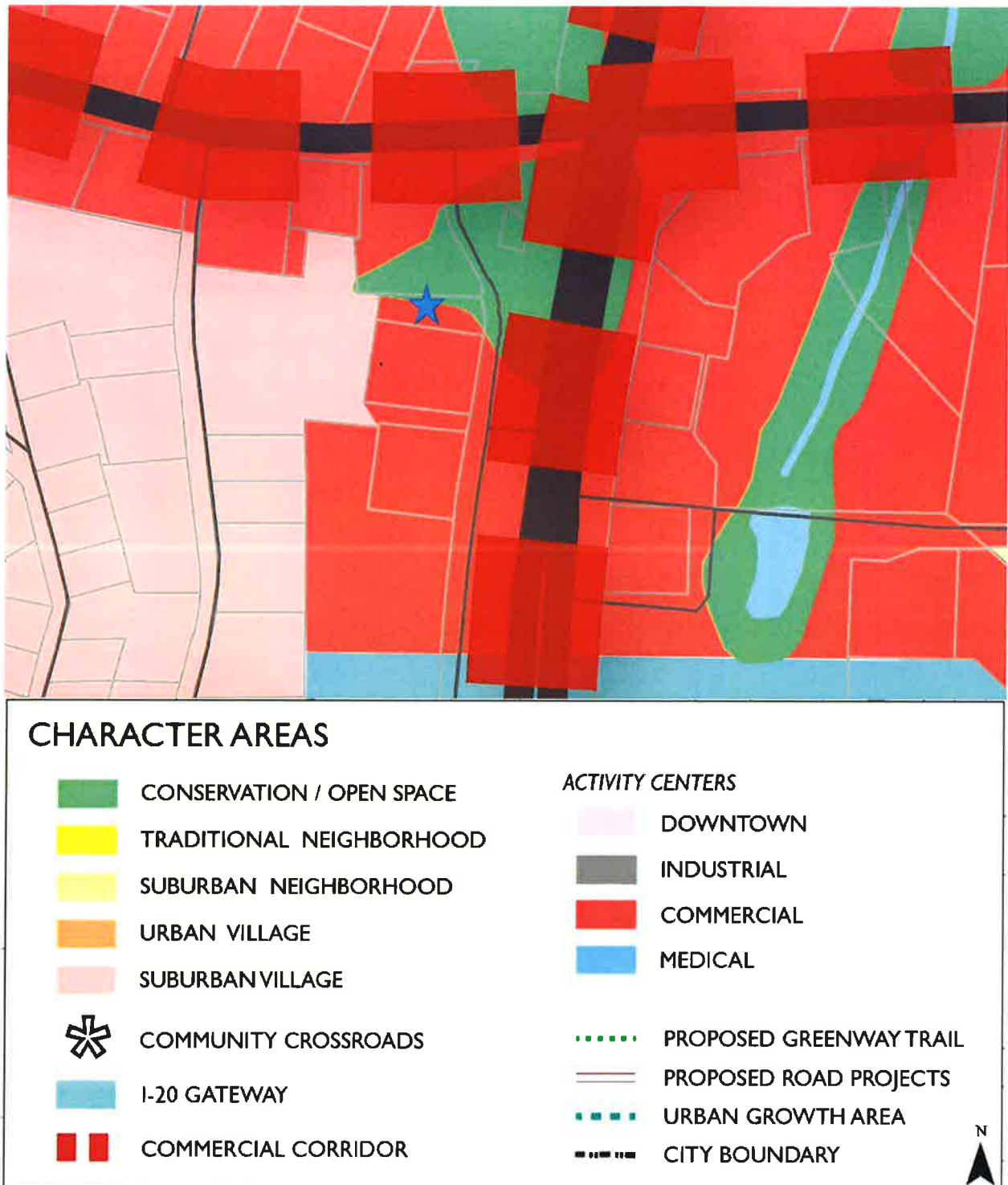


Ronald Johnson, Planning and Zoning Specialist
Department of Community Development

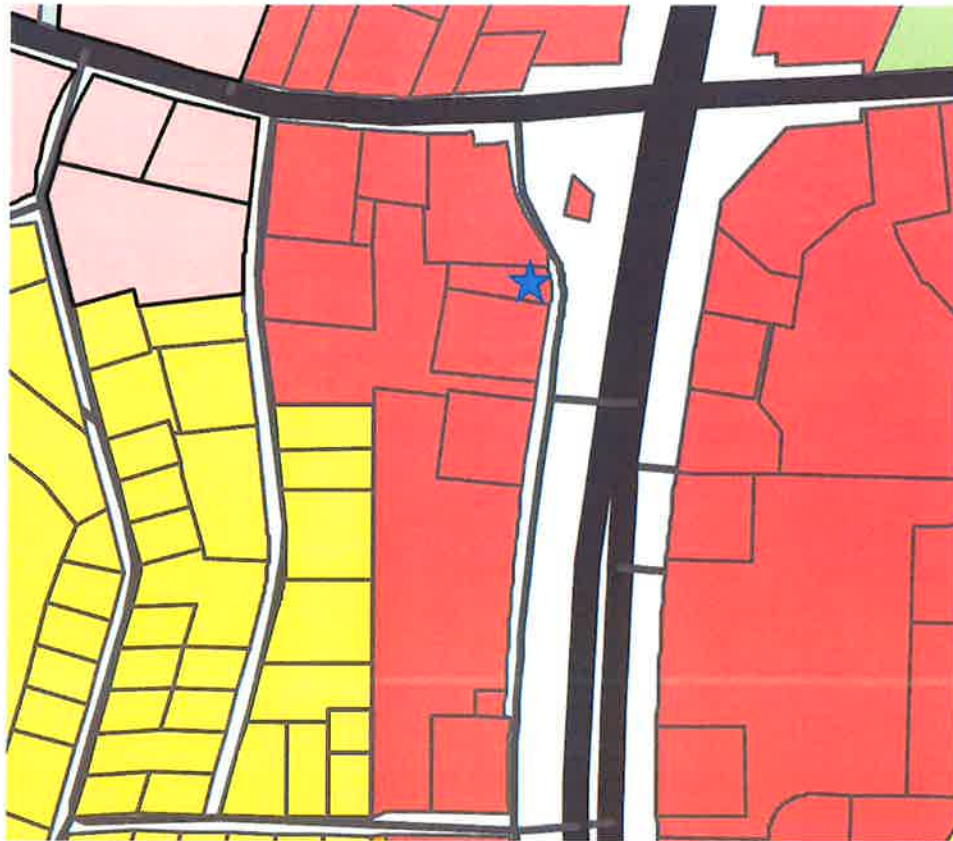
Attachments:

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:



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.


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: _____

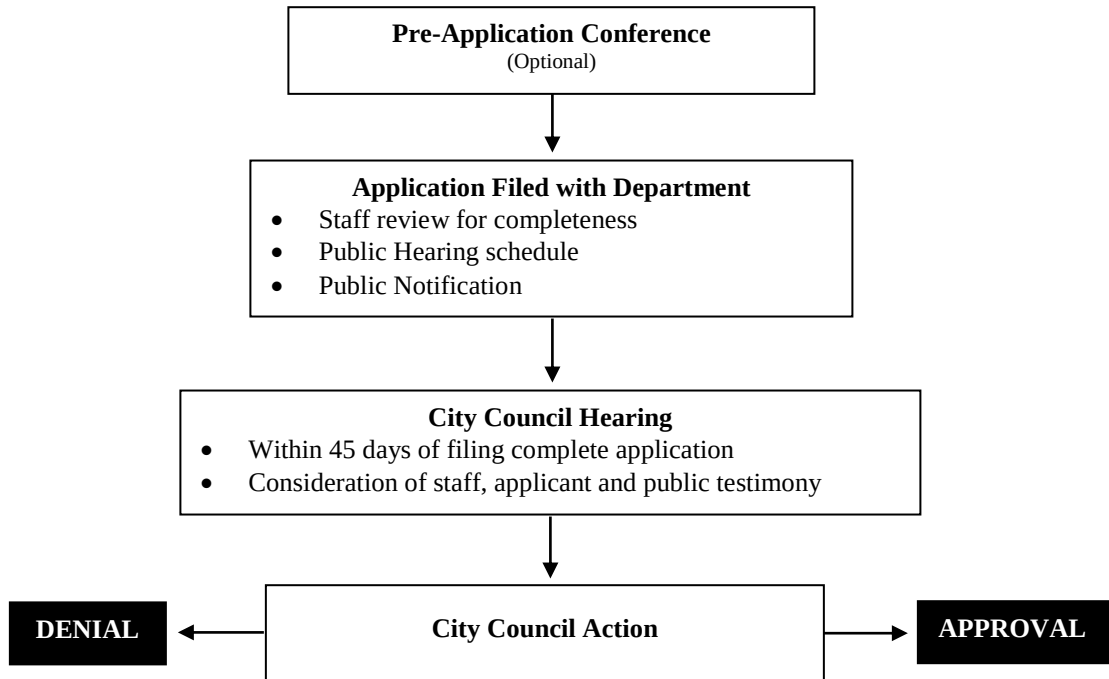
Staff Comments/Findings: _____

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.

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

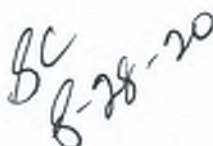
12.0 By providing written notice to Landlord delivered prior to the Initial Term, Tenant shall have the right to terminate this Lease in the event that:

- (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

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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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 (SEAL)
Name: JEFF R. MATTHEWS
Title: MANAGER

TENANT

Quick Lube Development, LLC,
a Georgia limited liability company

By: Shchunara (SEAL)
Name: Shehzaan Chunara
Title: CEO

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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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

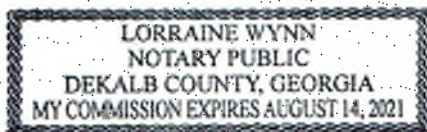
To whom it may concern:

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,

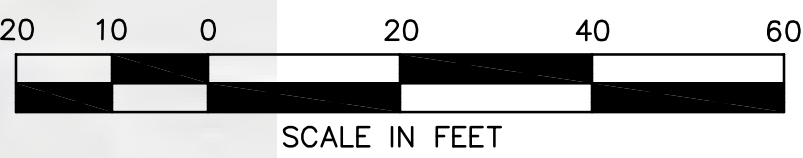


Rahim Manani
Quick Lube Development LLC
Take 5

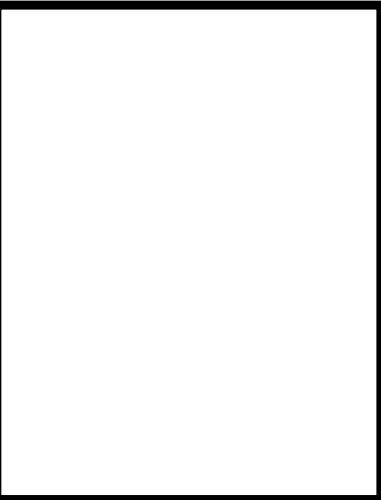




SITE DATA		
STREET LOCATION: COMMERCE DRIVE, VILLA RICA, GA		
CURRENT SITE AREA: 0.43 AC. (18,850 S.F.)		
CURRENT ZONING: C-2		
BUILDING TYPE: PROTOTYPE (1,425 SQ.FT.)		
ZONING REQUIREMENTS	REQUIRED	PROPOSED
BUILDING SETBACKS		
FRONT	35'	±61'
LEFT SIDE	30'	±5'
RIGHT SIDE	30'	±21'
REAR	45'	±158'
LANDCAPE 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:	
PROJECT NAME:	CONCEPT PLAN
CLIENT:	TAKE 5 OIL CHANGE COMMERCE DRIVE, VILLA RICA, GA
ADDRESS	

PROJECT NO.:	PROJ. MGR.:
XX-XXXX	XXX
DATE:	DRWN. BY:
XX/XX/XXX	XXX
SCALE:	CHKD. BY:
AS NOTED	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.

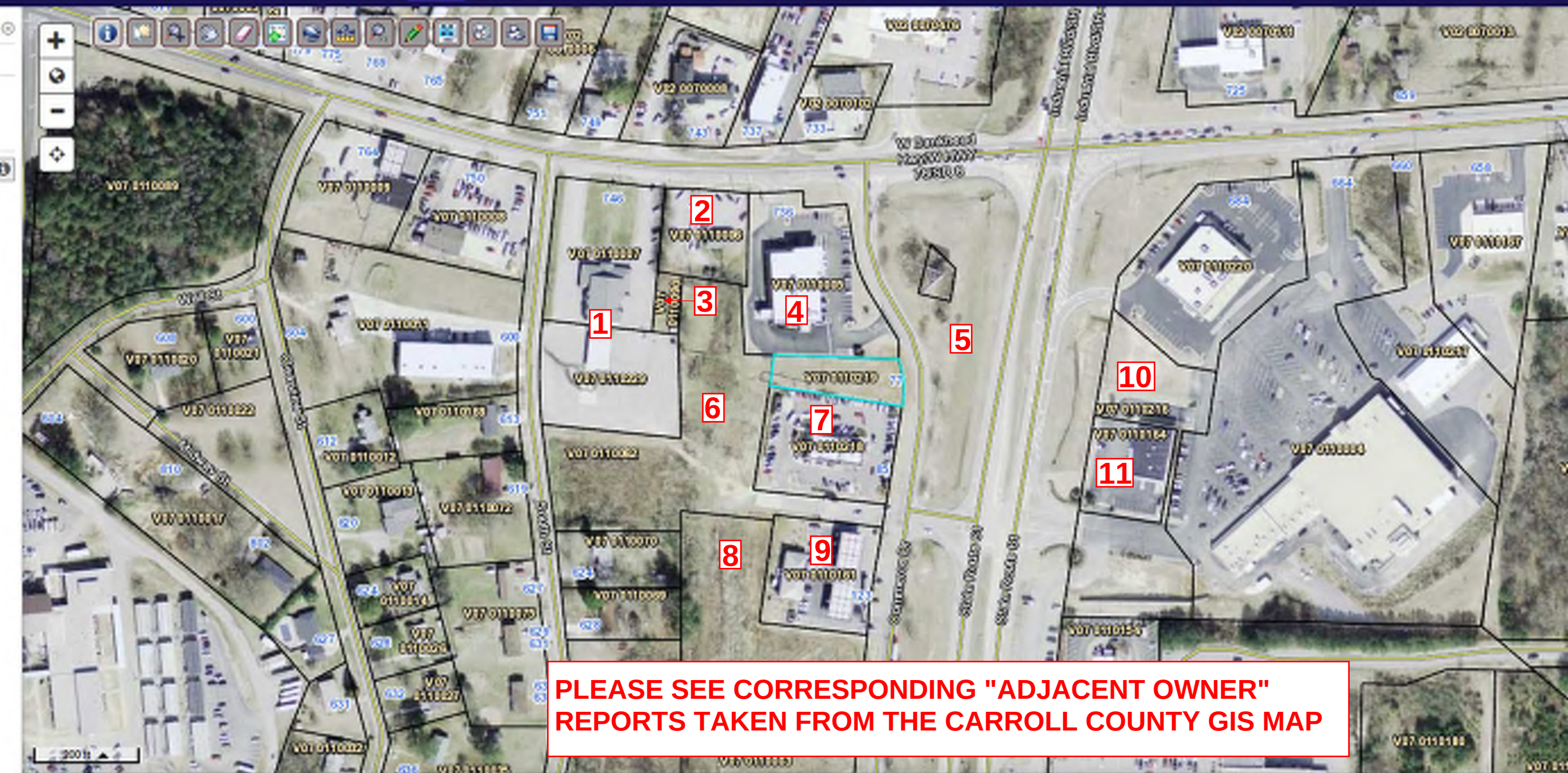
In summary, this is a difficult parcel to develop and the Code restricts it even further. We feel that our use is the best suited use for this parcel. Anyone who develops will face the same hardships, however our use utilizes a small building footprint and little required parking to adequately serve 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 'T. 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

[View Map](#)

Owner

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

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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.

The Carroll County Tax Assessors makes every effort to produce and publish the most current and accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use, or its interpretation. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem purposes.
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[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

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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

[View Map](#)

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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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

David C. Kirk
david.kirk@troutman.com

December 2, 2020

VIA ELECTRONIC DELIVERY

The Honorable Gil McDougal, Mayor
The Honorable Members of the City Council
City of Villa Rica
571 West Bankhead Highway
Villa Rica, Georgia 30180

Re: Objection to Application for Variances - 77 Commerce Drive

Dear Mayor McDougal and Members of Council:

This law firm represents Chick-fil-A, Inc., which leases property at 85 Commerce Drive in the City of Villa Rica. On that property is a Chick-fil-A restaurant operated by Mr. Justin Day. The restaurant represents a significant investment by Chick-fil-A and provides the only source of income for Mr. Day. The property leased by Chick-fil-A is directly adjacent to property also owned by Chick-fil-A's landlord that is the subject of the above-referenced application for several variances (the "Application") to allow for the development of a motor vehicle maintenance shop (oil change facility) on the property. Chick-fil-A respectfully asserts it has a substantial property interest in the property located at 85 Commerce Drive.

Chick-fil-A strongly objects to the approval of the Application and the resulting establishment of the proposed oil change facility. Approval of the Application will provide for a use on the adjoining property that is expressly prohibited under the terms of Chick-fil-A's lease (motor vehicle maintenance shop) and, as a result, will have a substantial adverse impact on Chick-fil-A's leasehold interest. A copy of the short-form lease with the relevant language highlighted is attached for your reference. As is common in many leases, uses that by their very nature would have a substantial adverse impact on the use of the leased property are identified in the lease and expressly excluded from being established on adjoining property controlled by the same landlord. Such is the case here.

For this reason, Chick-fil-A respectfully asserts that the use and value of Chick-fil-A's property interest in 85 Commerce Drive will be affected in a substantially adverse manner if the Application is approved. Accordingly, Chick-fil-A submits the Application should be denied as it fails to meet all three of the required Decision Criteria for variances as set forth in Section 11.06 (4)(a) of the Zoning Ordinance. Specifically, the approval of the Application, in whole or in part, would violate Section 11.06(4)(a)(iii) of the Zoning Ordinance, which states that a variance

should be approved only if, in addition to meeting the other two required Decision Criteria, "[t]he use and value of the area adjacent to the property included in the variance will not be affected in a substantially adverse manner."

I realize the City is not in a position to mediate lease disputes between tenants and landlords and that no action by the City will prevent Chick-fil-A from seeking appropriate remedies pursuant to the lease. However, because the approval of the Application by the City of Villa Rica will expressly allow for the establishment of a use that would have a unique and substantial adverse impact on Chick-fil-A's property interest and the livelihood of Mr. Day, Chick-fil-A respectfully asserts at this time that approval of this Application, in whole or in part, would inflict irreparable damage on Chick-fil-A and Mr. Day. Approval of the Application, in whole or in part, would constitute an arbitrary and unreasonable use of the zoning power, because it would be unsupported by any evidence, impair Chick-fil-A's reasonable use of the leased property, and would bear no substantial relation to the health, safety, morality, or general welfare of the public. Approval of the Application, in whole or in part, would result in no gain or benefit to the public, while inflicting serious injury and loss on Chick-fil-A and Mr. Day.

Accordingly, approval of the Application, in whole or in part, would constitute a taking without just compensation and without due process of law. Hence, the approval of the Application, in whole or in part, would be in violation of the Fifth and Fourteenth Amendments to the United States Constitution, as well as Article I, Section I, Paragraph I; Article I, Section I, Paragraph II; and Article I, Section III, Paragraph I (a) of the Constitution of Georgia of 1983.

Accordingly, Chick-fil-A and Mr. Day respectfully request the Mayor and Council of the City of Villa Rica deny the Application for the requested variances needed for the proposed development of the oil change facility at 77 Commerce Drive.

Very truly yours,



David C. Kirk
Attorney for Chick-fil-A

/dck

Attachment

cc: Mr. Chris Montesinos, AICP
Mr. Ronald Johnson
Leslie Armistead, Esq. (Chick-fil-A)
Ms. Christina Alexander (Chick-fil-A)
Mr. Justin Day, Operator

115448

BK

PG

3804 220

AFTER RECORDING RETURN TO:

Metropolitan Title Agency, Inc.
1820 The Exchange, Suite 550
Atlanta GA. 30339
TEL 770-933-0073
FAX: 770-933-0233

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SUPERIOR COURT

SHORT FORM LEASE

THIS SHORT FORM LEASE, made and entered into this 21ST day of November 2006, by and between BRENDA VRCFA, LLC, a Georgia limited liability company (hereinafter referred to as "Landlord"), and CHICK-FIL-A, INC., a Georgia corporation (hereinafter referred to as "Tenant").

WITNES SETH:

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease dated as of September 27, 2006, as amended by that certain First Amendment to Ground Lease dated as of the date hereof (collectively, the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Records of Carroll County, Georgia, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Demised Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Demised Premises.** Landlord hereby leases and lets to Tenant, and Tenant hereby takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions hereof, all that certain tract, piece or parcel of land (the "Land"), consisting of approximately 1.05 acres located on Commerce Drive (S.R. 61) in the City of Villa Rica, County of Carroll, State of Georgia, being more particularly described or shown on Exhibit "A" attached hereto; **TOGETHER WITH the following rights and easements:** (i) a non-exclusive easement for the purposes of pedestrian and vehicular access, ingress and egress upon, over, through and across the driveways, accessways and sidewalks located from time to time on the adjoining property of Landlord, containing approximately .35+/- acres, more particularly described or shown on Exhibit "B" attached hereto (the "Adjoining Property"); (ii) a non-exclusive easement for the purposes of pedestrian and vehicular access, ingress and egress upon, over, through and across those certain access drives shown crosshatched on Exhibit "B-1" (the

"Access Easement") (the location of which shall not hereafter be materially altered or relocated without Tenant's prior written consent) together with the right (but not the obligation) to maintain, repair and replace all of such driveways, accessways and sidewalks; (iii) a non-exclusive easement upon, over, under and through the Adjoining Property for the installation, use, maintenance, repair and replacement of underground utility lines, conduits and facilities to serve the Land and the improvements thereon, together with the right to tie into and connect to utility (including storm water drainage and detention) lines, conduits and facilities now or hereafter located on the Adjoining Property in order to serve the Land and improvements thereon; provided, however, the location of such lines, conduits and facilities on the Adjoining Property shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld, conditioned or delayed; (iv) a non-exclusive easement over and across the Adjoining Property for the purposes of passing and discharging storm and surface waters thereon from the Land as it may be improved from time to time; (v) any and all buildings, improvements, and structures located on the Land; and (vi) any and all appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land, and any right, title and interest of Landlord in and to any land lying in the bed of any street, road or highway in front of or adjoining said Land, together with any strips and gores relating to said Land (all the foregoing being hereinafter referred to as the **"Demised Premises"**).

2. **Term.** The term of the Lease commenced on November 27, 2006 (the **"Commencement Date"**), and shall terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as such term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for five (5) consecutive periods of five (5) years each pursuant to the terms of the Lease. Pursuant to the terms of the Lease, the Rent Commencement Date shall be the earlier of (i) one hundred twenty (120) days after the Commencement Date, or (ii) the date upon which Tenant commences to do business with the public from the Demised Premises. If requested by either party, Landlord and Tenant agree to record an amendment to this Short Form Lease setting forth the Rent Commencement Date once the same is determined in accordance with the terms of the Lease.

3. **Incorporation of Lease.** The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

4. **Defined Terms.** All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

5. **Restrictions on Adjoining Property.** Landlord covenants and agrees that Landlord shall not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied any portion of the Adjoining Property and Tenant covenants and agrees that Tenant shall not sublease, assign, occupy, or permit to be subleased, assigned, occupied any portion of the Demised Premises for the purpose of operating: a theater of any kind; bowling alley, skating rink, amusement park, carnival or circus; meeting hall, place of instruction, sporting event or other

sports facility, auditorium or any other like place of public assembly; manufacturing operation, factory, any industrial usage, warehouse, processing, or rendering plant; mortuary or funeral parlor; establishment selling cars or other motor vehicles (new or used), **motor vehicle maintenance or repair shop** or gas station; billiard parlor; tavern, pub or bar; pawn shop; amusement center, flea market, massage parlor, "disco" or other dance hall, tattoo or body piercing parlor; casino, gaming room, or "off track betting" operation; for the sale of paraphernalia for use with illicit drugs; or for the sale, rental or display of pornographic materials.

6. Right of First Offer. (a) If during the term of this Lease Landlord determines that Landlord desires to offer the Demised Premises for sale to a proposed unaffiliated party or if Landlord receives an offer to purchase the Demised Premises from an unaffiliated third party that Landlord wishes to accept and Tenant is not in default hereunder, Landlord shall offer Tenant the right to purchase the Demised Premises by sending to Tenant a written notice of the specific terms of the offer to sell or purchase, including the price (the "**Offering Amount**"), payment terms, conditions of title, costs of escrow and other relevant terms offering to sell the Demised Premises to any such party. Tenant shall have thirty (30) days after receipt of such notice to exercise its right to purchase by providing written notice to Landlord. If Tenant exercises the right to purchase as herein provided, such purchase and sale shall be on the same conditions as the offer to sell, and the closing shall occur within sixty (60) days of Tenant's notification of its election to exercise the right to purchase. If Tenant does not elect to accept such offer or fails to provide notice within said thirty (30) day period, then Landlord may offer to sell the Demised Premises to a third party on the terms and conditions provided in Landlord's notice to Tenant (which may include, without limitation, the requirement for a ten percent (10%) non-refundable but applicable earnest money deposit) for a period of one hundred eighty (180) days after the last day of the aforesaid thirty (30) day period (the "**Third Party Sale Period**") except that the purchase price offered by the Landlord to a third party may be less than the Offering Amount by an amount not more than eight percent (8%) of the Offering Amount. If no firm agreement in writing on said terms is executed by Landlord and a third party during the Third Party Sale Period, and if Landlord determines again that Landlord desires to offer the Demised Premises for sale, Landlord must then again comply with the terms hereof and Tenant shall again have the right of first offer contained herein, subject to the same terms and conditions hereof.

(b) This Section 6 shall not apply in the event of a sale, transfer or assignment of Landlord's interest in the Demised Premises in connection with the foreclosure of any deed to secure debt, mortgage or other similar security instrument, whether by judicial or non-judicial sale, or any deed or assignment in lieu of foreclosure, covering the Demised Premises or Landlord's fee interest therein and shall not apply in the event the Demised Premises is sold simultaneously with all the Adjoining Property to one entity. Further, this Section 6 shall not apply to any transfer by descent or devise following the death of any party comprising Landlord or to transactions by and among Landlord or any family member of any party comprising Landlord, including without limitation, trusts, corporations or other entities having a majority interest owned by or inuring to the benefit of Landlord or any family member of any party comprising Landlord; provided, however, that the provisions of this Section 6 shall be binding upon such purchaser and such purchaser's heirs, successors and assigns.

BK PB
3804 223

7. Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of Carroll County, Georgia.

(Signatures Commence on the Following Page)

IN WITNESS WHEREOF, Landlord and Tenant have caused this Short Form Lease to be executed and sealed the day, month and year first above written.

"LANDLORD"

BRENDA VRCFA, LLC,
a Georgia limited liability company

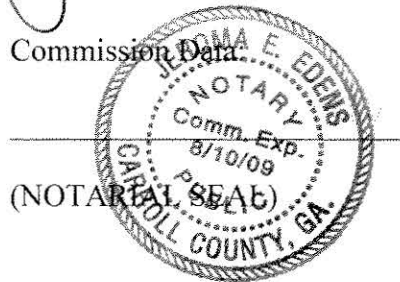
Signed, sealed and
delivered in the
presence of:

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

Amanda Marks
Witness

James E. Edens
Notary Public

Commission Data



(NOTARY SEAL)

[Signatures Continue on Following Page]

[Signatures Continued from Previous Page]

"TENANT"

Signed, sealed and
delivered in the
presence of:

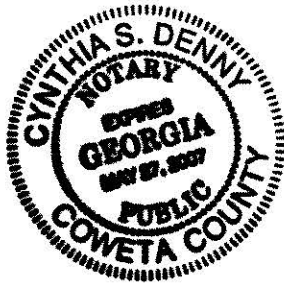
Billy Thompson
Witness

Cynthia S. Denny
Notary Public

Commission Data:

5/27/07

(NOTARIAL SEAL)



CHICK-FIL-A, INC., a Georgia corporation

By: Burton Ledbetter
Name: Burton Ledbetter
Title: Sr. Vice President - General Counsel

By: Erwin Reid
Name: Erwin Reid
Title: Vice President of Real Estate

(CORPORATE SEAL)

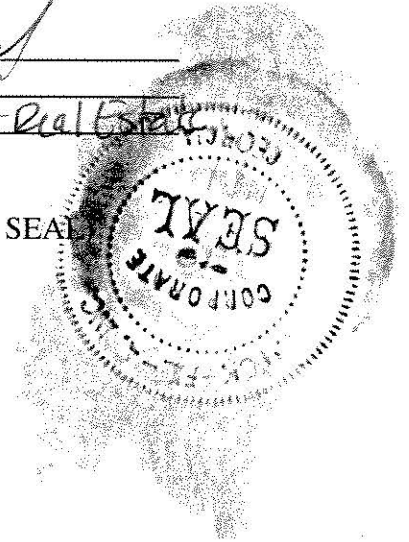


EXHIBIT "A"
DESCRIPTION OF LAND

All of 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. and being THE TRUE POINT OF BEGINNING; thence leaving said right-of-way N85°36'39"W a distance of 245.24' to a point; thence N06°54'50"E a distance of 192.87' to a point; thence S83°05'10"E a distance of 245.06' to a point located along the western right-of-way of Commerce Dr. (50' R/W); thence with said right-of-way along a curve turning to the right with an arc length of 9.12', with a radius of 173.33' with a chord bearing of S06°59'26"W, with a chord length of 9.12' to a point; thence S06°55'49"W a distance of 172.94' to a point, said point being the TRUE POINT OF BEGINNING.

Said parcel having an area of 45,933.7 square feet/1.05 acres.

As shown on that certain ALTA/ACSM Survey prepared by Michael S. Perdue, Georgia Registered Professional Land Surveyor No. 2776, dated August 18, 2006.

EXHIBIT "B"
DESCRIPTION OF ADJOINING PROPERTY

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.

As shown on that certain ALTA/ACSM Survey prepared by Michael S. Perdue, Georgia Registered Professional Land Surveyor No. 2776, dated August 18, 2006.

EXHIBIT "B-1"
ACCESS EASEMENT AREA

SEE ATTACHED SITE PLAN



CITY OF VILLA RICA

City Council Packet

SUBJECT: RA-03-20 – 1305 W. Bankhead Highway (Parcel No: V02 0070483)

CITY COUNCIL AGENDA DATE: December 8th, 2020

DATE: November 30th, 2020

PREPARED BY: Ronald Johnson, Planning and Zoning Specialist

PUBLIC HEARING REQUIRED: Yes

PURPOSE: Jim Chapman Communities is requesting a rezoning from AG –Single-Family Agricultural to SFA –Single-Family Attached in order to advance the construction of a proposed 200-unit townhome development.

BACKGROUND: The subject property is 0.96 acres and would be combined with two other properties to the north for a total developable acreage of 33.08 +/- acres. The other properties are already zoned SFA. There is an existing single-family home on the lot.

STAFF RECOMMENDATION: APPROVAL

PLANNING COMMISSION: Approved unanimous (5-0)

IMPACT: N/A

MOTIONS:

I move to approve the rezoning proposal made by Jim Chapman Communities for Parcel# V02 0070483 to be rezoned from Single-Family Agricultural (AG) to Single-Family Attached (SFA).



Planning & Zoning

Community Development Department

RA-03-20

Council Ward: 5

Planning Board Member: Tom Flowers

City Council Member: Leslie McPherson

Public Hearing Dates

Planning Commission: November 3, 2020

City Council: December 8, 2020

Request: Rezone a 0.96 +/- acre property from Agricultural Single-Family (AG) to Single-Family Attached (SFA) for a proposal to construct a 200-unit townhome development.



Applicant: Jim Chapman Communities
2700 Cumberland Pkwy, Ste 130
Atlanta, GA 30339

Acres: 0.96 +/- acres

Current Land Use: Single-Family Home

Future Land Use Map Designation:
Suburban Village

Parcel Number(s): V02 0070483

Location: 1305 W. Bankhead Highway, Villa Rica, GA 30180

Project Description:

The applicant is requesting a rezoning from Agricultural Single-Family (AG) to Single-Family Attached (SFA) in order to construct a proposed 200-unit townhouse development on a 33.08 +/- acre site on W. Bankhead Highway. Approximately 32.12 acres are already zoned SFA, and the remaining 0.96-acre frontage parcel is needed in order to access the remaining acreage, and rezoning to SFA will allow for approximately three townhomes to utilize a section of the acreage.

Surrounding Properties:

	Current Zoning	Current Land Use	Future Land Use
North	Single-Family Attached (SFA)	Vacant	Suburban Village
East	Single-Family Attached (SFA)	Single-Family	Suburban Village
South	Single-Family Agricultural (AG)	Vacant	Industrial
West	Single-Family Agricultural (AG)	Single-Family	Suburban Village

Rezoning Review Standards:

The Zoning Ordinance of the City of Villa Rica, Section 11.05(2)(b), requires the Planning & Zoning Commission and the legislative body to pay reasonable regard to the following when preparing and considering proposed amendments:

i. The Comprehensive Plan;

Future Land Use Map

The Future Land Use Plan prescribes "Suburban Village as a future land use for the parcel. The intent of the Suburban Village Character area is to "Create nodes in areas where potential for future development exists by establishing development pattern focused around Community Crossroads." The character area has design principles that recommend low to moderate density with concentrated neighborhood commercial development oriented around intersection/community crossroads, with lower density in more rural areas.

The Comprehensive Plan describes the characteristics of the character area as follows:

"Suburban Villages are characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and include immediate surrounding residential areas, which are suburban in nature. The general development pattern is compact, with stand-alone or a few businesses on a site. However, in more suburban and rural areas, a single business typically occupies a property. Future development should emphasize the compact, small-scale development that supports the immediate surrounding area, including residences, retail, and office uses. Higher density developments should be located closer to more dense/intense areas, where similar development exists."

The following zoning categories are described within the Comprehensive Plan as appropriate zoning categories for the Suburban Village Character Area. The UDC zoning categories and their corresponding 2020 zoning ordinance categories are indicated below:

<u>Appropriate Zoning Categories – Suburban Village Character Area</u>	
<u>UDC Zoning Categories</u>	<u>Corresponding 2020 Zoning Ordinance Category</u>
Single-Family (R-20)	Single-Family Suburban Single-Family Urban
Office Institutional (OI)	Office Medical Institutional (OMI)
Residential Townhomes (RT)	Single-Family Attached (SFA)
Multi-Family (R-14)	Single-Family Attached (SFA) Multifamily Low-Density (MF1) Multifamily Medium Density (MF2)
Planned Development (PD)	Planned Unit Development (PUD)
Rural Development (RD)	Agricultural Single-Family (AG)
Neighborhood Commercial (NC)	Commercial Low-Density (C1)

The applicant's requested zoning change to the SFA Zone is supported by the Suburban Village Character Area, as SFA is a recommended zoning category.

Relation to the Comprehensive Plan Policies:

Development Planning (DP)

DP Goal 1: Maintain small-town character and cultural identity while supporting growth.

DP Strategy 1.1: Use the Future Development Map to guide decisions for new development and redevelopment within Villa Rica, while planning for expansion and growth.

DP Strategy 1.3: Ensure adequate buffering and screening is provided between residential areas and adjacent developments to minimize potential negative impacts.

DP Strategy 1.4: Use the Future Development Map to guide planning for water, sewer, stormwater infrastructure expansion projects, limiting future service to targeted development locations.

DP Strategy 2.2: Where applicable, new developments should provide connections to nearby trails, greenways, or parks, in accordance with the Villa Rica Master Trail Plan

DP Strategy 4.2: Encourage an adequate variety of types and densities of housing needed to support higher density development

DP Strategy 5.2: Review design standards for multi-family development (apartments, townhomes, du/tri/quadplexes, and similar) to ensure high quality standards are consistently applied to residential developments

DP Strategy 6.1: Evaluate need to develop design standards for corridor development to help mitigate traffic mobility issues in high traffic areas and to ensure that new development/ redevelopment is designed to be compatible with the function of the corridors

DP Strategy 6.3: Coordinate decisions related to land use and zoning designations with transportation/ capital improvement projects

Social and Economic Development (SED)

SED Strategy 2.2: Evaluate zoning and development regulations related to density allowances and multi-family developments

ii. *Current conditions and the character of current structures and uses in each district;*

A single-family home currently occupies the lot. The character of the SFA zone is residential in nature, and all uses north of W. Bankhead Highway in the direct vicinity of this property are single-family in nature. There are also several properties further east of the subject property that are zoned C1 – Commercial Low-Density, and several low intensity commercial uses occupy those sites. 1301 W. Bankhead Highway, which is almost directly adjacent to the subject property, is zoned C1, but has a single-family home and usage on the property.

iii. *The most desirable use for which the land in each district is adapted;*

W. Bankhead Highway has a mix of commercial and residential uses, including established subdivisions and neighborhoods. The First Baptist Church anchors the corner of Van Wert Road and W. Bankhead Highway. Being that there are no new construction opportunities in this section of the city, and easy access to other major roadways, the townhome community is a desirable use for the property and will generate more “missing middle” housing types and styles for Villa Rica.

iv. *The conservation of property values throughout the jurisdiction; and*

The property values for residential zoned properties nearby is projected to increase as they will be positively impacted by quality development, improved comps and higher price points within close proximity. The current tract has an existing single-family home that is proposed for demolition in order to access the remaining acreage for the development.

v. *Responsible development and growth*

Locating higher density and intensity uses near major roadways are encouraged in the Comprehensive Plan.

The State of Georgia has several rezoning standards for consideration by decision-making bodies, as indicated in O.C.G.A. 36-67-3 (2010):

A. Whether the zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

The surrounding area features single-family homes and low intensity businesses along Bankhead Highway. The only planned community near this site is Waterford Subdivision to the northeast. The zoning proposal is consistent with providing residential opportunities in this area, and is supported by the Comprehensive Plan. However, the SFA zone allows for a moderate density among all low density uses, and will be the only townhouse development on the western side of Villa Rica.

B. Whether the zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

It is not anticipated that the rezoning will have an affect on surrounding uses, as the lot is not proposed to have more than approximately three townhomes, whereas the remainder of the parcels to the north will have the vast majority of density. The single-family homes near the development are all located on 1+ acre lots.

C. Whether the property to be affected by the zoning proposal has a reasonable economic use as currently zoned;

The property does have a reasonable economic use as currently zoned; however, the properties to the north of the site are zoned SFA, and only have a small sliver of frontage along W. Bankhead Highway. Rezoning and utilizing the site would allow for approximately three more townhomes to be constructed and would allow for an access point to the rest of the development.

D. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

The use is not age-restricted, but is "age-targeted". The proposal is not expected to generate large populations of school-aged children or excessive utilization of public infrastructure.

E. If the local government has an adopted land use plan, whether the zoning proposal is in conformity with the policy and intent of the land use plan; and

The rezoning is supported by the Comprehensive Plan. The Comprehensive plan prescribes Suburban Village as the land use character area, which recommends multi-family and single-family residential zoning. The Comprehensive Plan specifically indicates townhomes as an acceptable use.

F. Whether there are other existing or changing conditions affecting the use and development of the property which give supporting grounds for either approval or disapproval of the zoning proposal.

There are no existing or changing conditions that will affect the developability of the parcel that has presented itself during application review.

Staff Comments:

The subject property is proposed to serve as an entry point to the 200-unit townhouse development, and would feature approximately three townhomes on the lot once developed. The remaining acreage to the north is already zoned SFA and will feature the vast majority of all units constructed.

It is important for the Planning Commission and City Council to understand that the development of townhomes on the remaining acreage can proceed without a rezoning, and the subject lot is the only section of the development where townhomes would be restricted without an approved

rezoning to SFA. Townhomes are not permitted in the AG zone. Should the rezoning not be approved, the developer can still move forward with creation of a driveway entry point bisecting the subject property to access the rear without a rezoning.

Recommendation:

Staff recommendation: **APPROVAL**

Public Notifications:

As required by Section 11.05 of the City of Villa Rica Zoning Ordinance, the public has been notified in *Times-Georgian* on October 7th, 2020 for the Planning Commission meeting and November 24th, 2020 for the City Council meeting; a sign has been posted on the subject properties; and all abutting property owners have received notification via 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
Office of Community Development

10/22/20

Date

Attachments:

1. Application for Zoning Map Amendment/Rezoning, dated September 28, 2020
2. Letter of Permission to file the application from owner Jeff Matthews, dated September 28th, 2020
3. Application Checklist, dated September 28th, 2020
4. Letter of Intent/Applicant Statement, dated October 7th, 2020
5. Preliminary Site Plan, prepared by Jonathan Jones, P.E.; dated September 1, 2020
6. Future Land Use Map Section
7. Zoning Map Section

Future Land Use Map:



CHARACTER AREAS

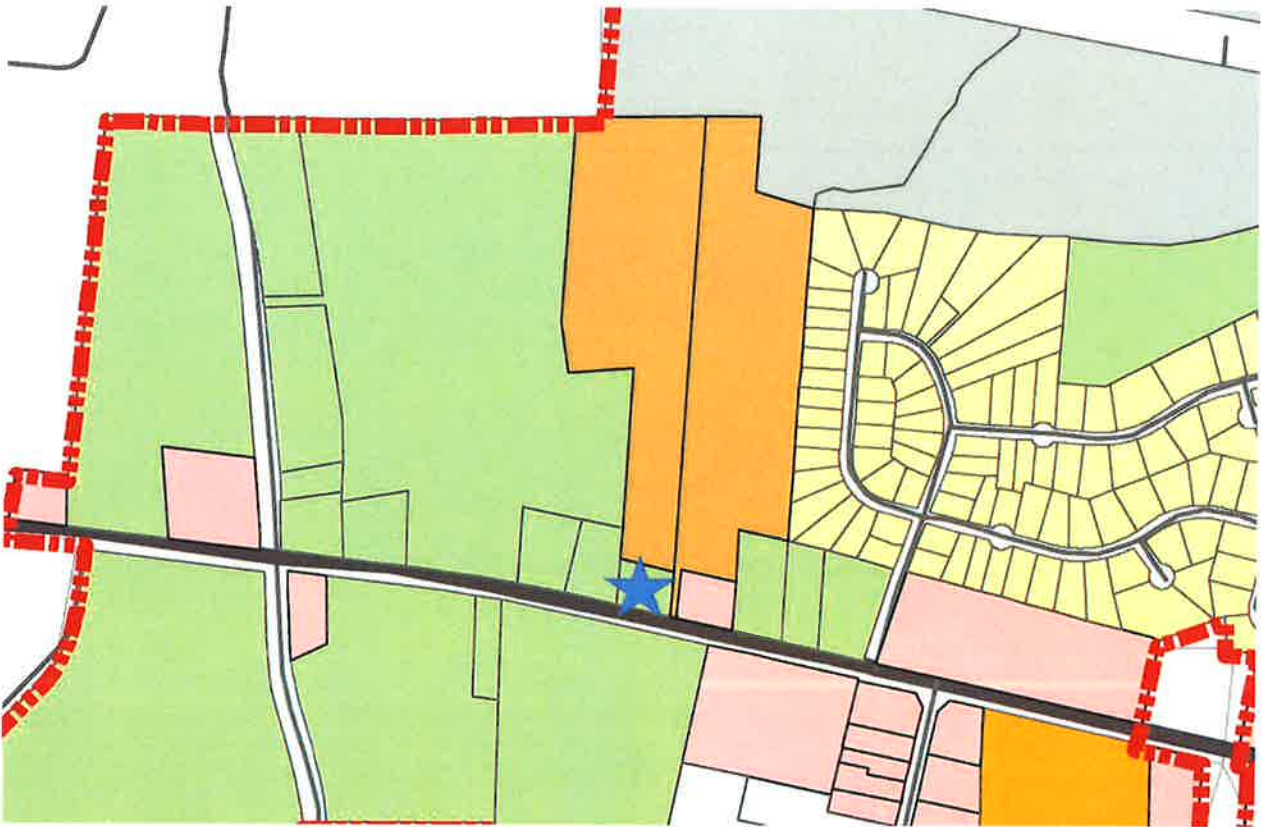
-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE
-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

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



Zoning Map:

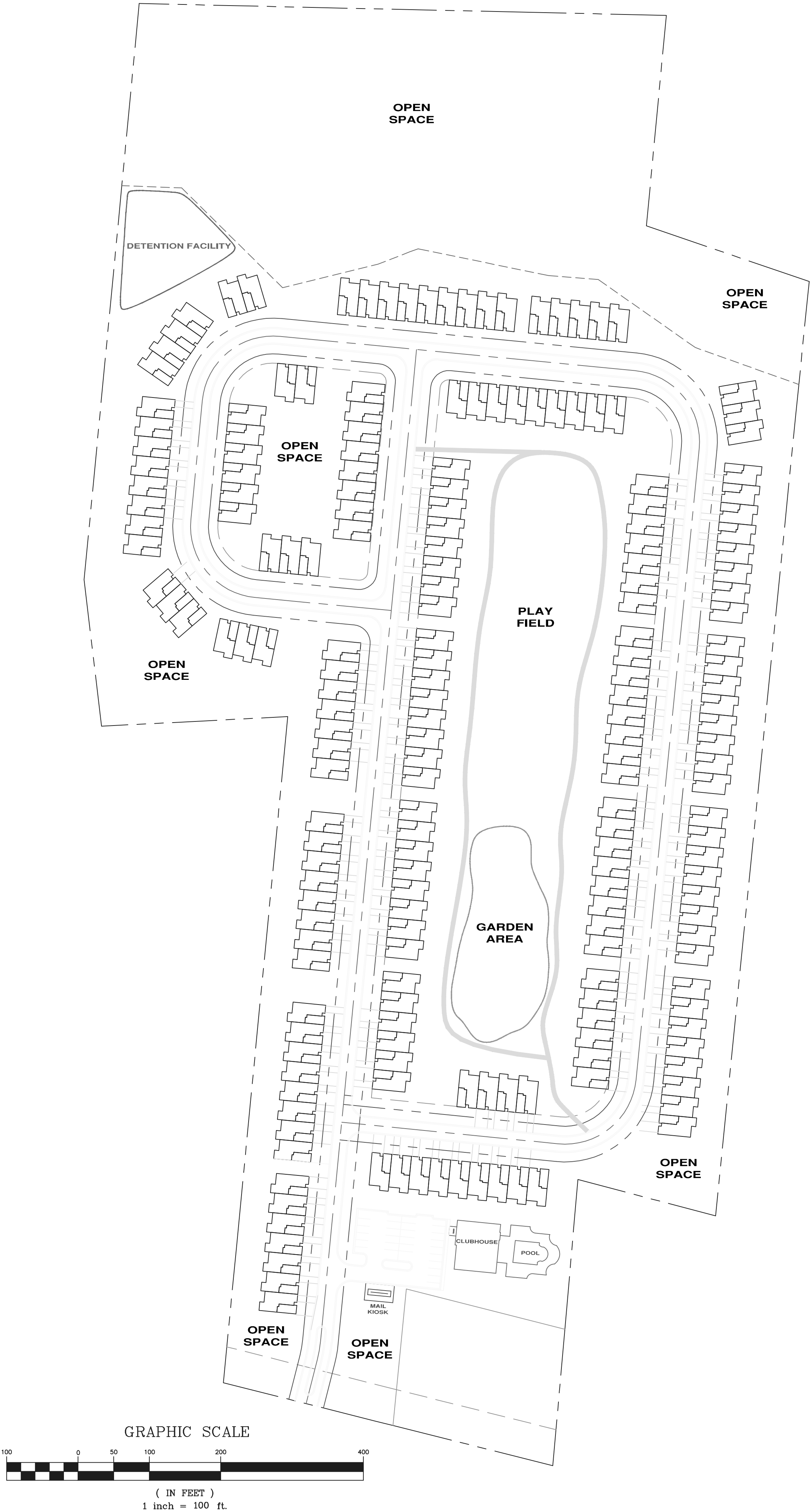


Zoning District Legend

-  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

SITE NARRATIVE

1. BOUNDARY INFORMATION PROVIDED BY CRAWFORD & ASSOCIATES
2. NO TOPOGRAPHIC INFORMATION AVAILABLE
3. OWNER/DEVELOPER :
JIM CHAPMAN COMMUNITIES
24 HR. CONTACT: JIM CHAPMAN (770) 560-9167
4. ENGINEER :
ELITE ENGINEERING, LLC
3662 CEDARCREST ROAD, STE 120, ACWORTH, GA 30101
CONTACT: JONATHAN JONES, P.E. 678-215-2968
5. EXISTING ZONING : SFA
TOTAL SITE AREA = 34.08 ACRES
TOTAL NUMBER OF UNITS = 200
6. THIS PROPERTY DOES LIE WITHIN AN IDENTIFIED FLOOD HAZARD AREA
PER CARROLL COUNTY F.I.R.M. PANEL NO.1304640050B.
7. NO CEMETERIES, ARCHEOLOGICAL OR ARCHITECTURAL SITES EXIST ON THIS SITE.
8. NO EXISTING LANDFILLS ARE PRESENT ON THIS SITE.
9. SANITARY SEWER SERVICE TO BE PROVIDED BY CONNECTION TO THE CARROLL COUNTY SEWER SYSTEM
10. WATER SERVICE TO BE PROVIDED BY CARROLL COUNTY.
11. POWER SERVICE TO BE PROVIDED BY CARROLL COUNTY EMC.
12. FIRE PROTECTION TO BE PROVIDED BY THE CARROLL COUNTY FIRE DEPARTMENT.



PREPARED BY:


Elite Engineering

3662 Cedarcrest Road
Suite 120
Acworth, Georgia 30101
Jonathan Jones, P.E.
(678) 215-2968

DATE:	REVISION	No.

PRELIMINARY SITE PLAN FOR

THE COTTAGES OF
VILLA RICA

LOCATED IN THE CITY OF VILLA RICA IN CARROLL COUNTY GEORGIA

SITE PLAN

PREPARED FOR:

JIM CHAPMAN
COMMUNITIES
24 HR CONTACT:
JIM CHAPMAN
(770) 434-3602



PROJECT No.	20147
DRAWING SCALE:	1"= 100'
DESIGNED BY:	JFJ
DRAWN BY:	JFJ
CHECKED BY:	JFJ
DATE:	9/1/20
SHEET	



October 7, 2020

RE: Re-zoning of 0.96 acres at 1305 W 78 Hwy, Villa Rica, GA 30180

To Whom it May Concern:

It is the intention of Jim Chapman Communities to re-zone the property located at 1305 W 78 Hwy from its current use to a SFA designation. The re-zoning of this property is intended to match two adjacent parcels that are currently zoned SFA and owned by the same owner as the property located at 1305 W 78 Hwy.

Re-zoning this parcel will have a positive impact on the surrounding parcels by not only matching the existing zoning of 2 of those parcels, but also by allowing a use that will provide high quality housing for existing residents.

The change is consistent with the intent and purpose of the code and goals of the comprehensive plan because it is requesting a zoning that matches two adjacent parcels.

The neighboring church and single family community adjacent to the SFA parcels are the most likely to be affected by the change and likely effects.

The change is necessary due to the recently changed zonings of the adjacent parcels to SFA.

The proposed time schedule is to begin development in April 2021 and complete development in April 2023.

It is our intent to tie into existing utility services that are located in close proximity to the property.

We are currently discussing the impact of any new road systems with the GA Department of Transportation.

GA Department of Transportation is the only agency that will require approval.



City of Villa Rica

APPLICATION FOR ZONING ORDINANCE TEXT/ZONING MAP AMENDMENT

- ☐ OFFICIAL ZONING ORDINANCE TEXT AMENDMENT
☒ OFFICIAL ZONING MAP AMENDMENT

CHECK ONE

Please complete the blanks with the information requested. 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.

Day of Application: 9/28/20

APPLICANT

Applicant Name: Jim Chapman Communities
Address: 2700 Cumberland Pkwy, Ste 130 City: Atlanta State: GA Zip Code: 30339
Phone: 404-623-7272 Fax: N/A Email: michael@jimchapmancommunities.com
Agent Name: Michael Canady
Address: See above City: _____ State: _____ Zip Code: _____
Phone: See above Fax: _____ Email: _____
Owner Name (If different from applicant): Jeff Matthews (381 North, LLC)
Address: 1305 W Hwy 78 City: Villa Rica State: GA Zip Code: 30180
Phone: 770-231-8572 Fax: N/A Email: matthewsjeffr@gmail.com

NOTE: A NOTARIZED STATEMENT SIGNED BY THE PROPERTY OWNER(S) AUTHORIZING THE APPLICANT TO MAKE THIS REQUEST SHALL BE ATTACHED TO THIS APPLICATION).

REZONING REQUEST

Existing Zoning: AG Requested Zoning: SFA
Property Address: 1305 W Hwy 78 City: Villa Rica State: GA Zip Code: 30180
Nearest Intersection: N Van Wert Rd & Hwy 78
Present Use of Property: Single family / office rental
Proposed Use: Age targeted rental townhomes
Size of Tract: 0.96 acres Land Lot Numbers: 1165 Districts: 06
Gross Density: 7 Unit(s) Per Acre Net Density: 7 Unit(s) Per Acre
Property Tax Parcel Number: V02 0070483



Case # _____

REZONING APPLICATION REVIEW

FOR OFFICE USE ONLY

Total Amount Paid: \$ _____ Cash _____ Check Number _____ Received by: _____
Application Checked by: _____ Date: _____ Map Number(s): _____
Planning Commission: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How Many: _____
City Council Decision: Approved ☐ Denied ☐ Date: _____ Conditions: No ☐ Yes ☐ How Many: _____
Manager's Signature _____ Date: _____

The procedure for amending the Official Zoning Ordinance text, or making changes to the Official Zoning Map are set forth in Section 2.03.B of the Official Zoning Ordinance. Generally, the amendment process involves review by the Community Development Director and the Planning Commission with a final review and decision by the City Council.

I, Michael Canady, hereby state that all of the above statements and statements contained in the documents submitted with this application are true.

[Signature]
Signature

9/28/20
Date

REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICAL ZONING ORDINANCE TEXT AMMENDMENT

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with the Official Zoning Ordinance.

- ☐ 1. Proposed text amendment;
- ☐ 2. Written statement describing reasons for the proposed text amendment; and
- ☐ 3. Any other exhibits as may be required by the Community Development Director.



Case # _____

REZONING APPLICATION REVIEW

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

In accordance with the Conflict of Interest in Zoning Act, O.C.G.A., Chapter 36-67A, the following questions must be answered:

Has the applicant¹ made, within two (2) years immediately preceding the filing of the application for rezoning, campaign contributions aggregating for \$250.00 or more made gifts having in the aggregate a value of \$250.00 or more to a member of a City Council or Planning Commission who will consider the applicant: Yes ☐ No ☒

If **YES**, the applicant and the attorney representing the applicant must file a disclosure report with the City within ten (10) days after this application is first filed. Please supply the following information will be considered as the required disclosure:

Council/Planning Commission Member Name	Dollar Amount of Campaign Contribution	Description of Gift \$250.00 or Greater Given to Board Member



Case # _____

REZONING APPLICATION REVIEW

**REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICIAL
ZONING MAP AMMENDMENT**

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with the Official Zoning Ordinance.

- ☐ 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 development plan prepared in conformance with submittal requirements (unless waived by the Community Development Director or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development will have on existing road and traffic conditions; and
 - h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this 28th day of September, 2020.

Michael Canady
Applicant's Name – Printed

[Signature]
Signature of Applicant

Applicant's Attorney (If applicable) – Printed

Signature of Applicant's Attorney (If applicable)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

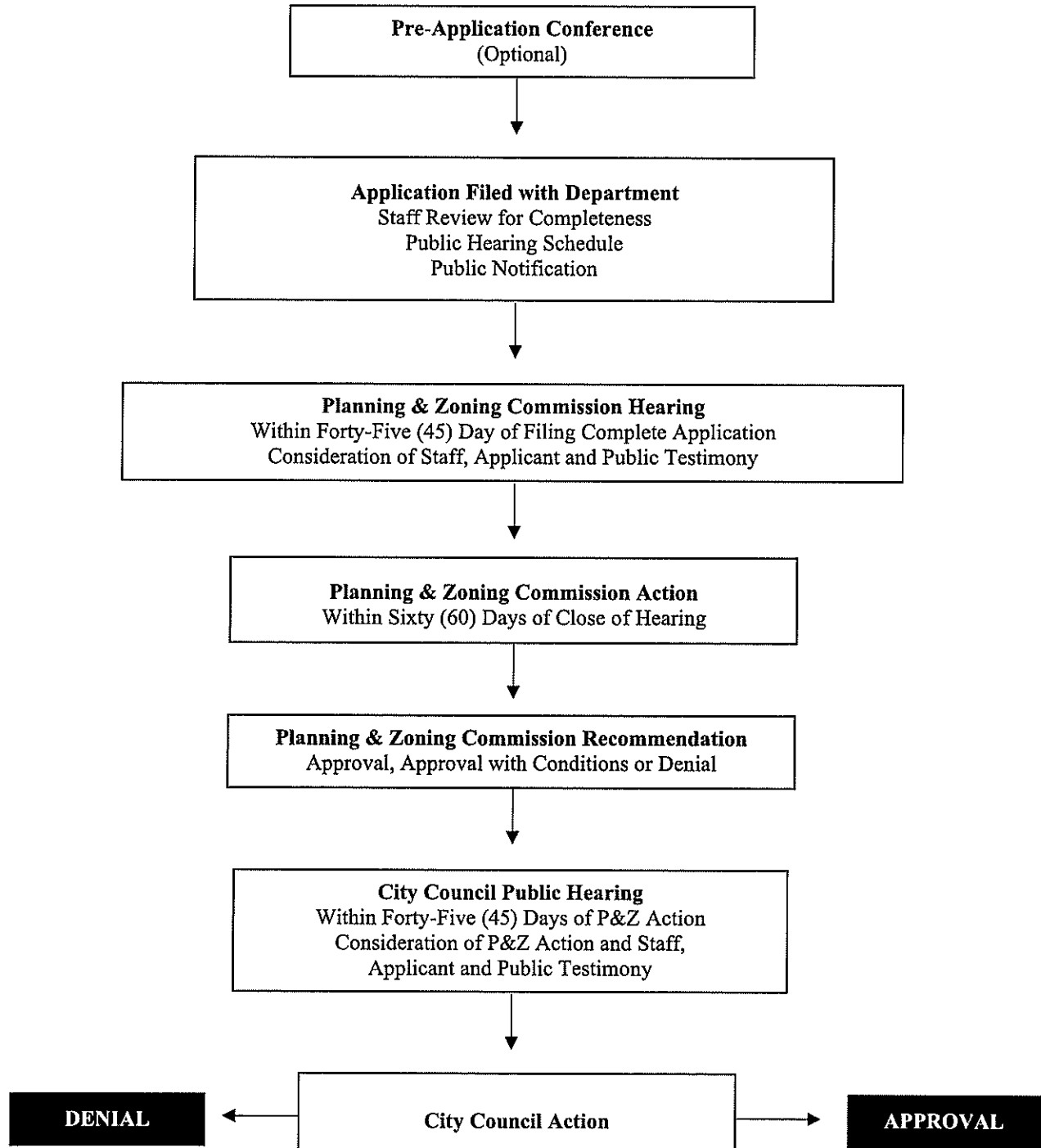
¹ APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.



Case # _____

REZONING APPLICATION REVIEW

PROCESS





THE CITY OF VILLA RICA

CONTACT US

Community Development Directory/City Engineer <i>Bobby C. Elliott, P.E.</i>	(678) 840-1213	belliott@villarica.org
Deputy Community Development Directory <i>Chris Montesinos</i>	(678) 840-1237	cmontesinos@villarica.org
Administrative Assistant <i>Kirsten Pilgrim</i>	(678) 840-1219	kpilgrim@villarica.org
Licensing & Permitting Specialist <i>Nyree Simpson</i>	(678) 840-1224	nsimpson@villarica.org
Licensing & Permitting Clerk <i>Whitney Cox</i>	(678) 840-1230	wcox@villarica.org
Planning & Zoning Specialist <i>Ronald Johnson</i>	(678) 840-1238	rjohnson@villarica.org
Building Inspector/Site Plan Review <i>Peggy Allen</i>	(678) 840-1231	pallen@villarica.org
Code Enforcement Officer <i>Robert Francis</i>	(678) 840-1215	rfrancis@villarica.org
Code Enforcement Officer <i>Travell Daniels</i>	(678) 840-1215	tdaniels@villarica.org
Code Enforcement Officer/Site Inspector <i>Charlie Marlar</i>	(678) 840-1215	cmarlar@villarica.org



JIM CHAPMAN COMMUNITIES

September 28, 2020

RE: Zoning for 1305 W Hwy 78

To whom it may concern,

This letter shall serve as notice that I grant Jim Chapman Communities permission to seek a re-zoning for the SFA category for the property located at 1305 W Hwy 78 in Villa Rica, GA. Please feel free to reach out to Michael Canady of Jim Chapman Communities with any further questions.

Regards,

Jeff Matthews

Jeff Matthews 9/28/2020



Case # _____

REZONING APPLICATION REVIEW

**REQUIRED MATERIALS TO ACCOMPANY THE APPLICATION FOR THE OFFICIAL
ZONING MAP AMMENDMENT**

The Community Development Director may waive informational requirements upon finding that the information is not required to determine compliance with the Official Zoning Ordinance.

- ☐ 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 development plan prepared in conformance with submittal requirements (unless waived by the Community Development Director or requested zoning district is Single-Family Residential).
- ☐ 3. A written statement describing the following:
 - a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code;
 - b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan;
 - c. The areas which are most likely to be directly affected by such change and the likely effects;
 - d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts or other social or economic conditions in the areas and zoning districts affected;
 - e. The proposed time schedule and phasing for development;
 - f. The source/method for providing utility/infrastructure services to the property;
 - g. A description of existing road conditions and any new roads to be included in the development will have on existing road and traffic conditions; and
 - h. A list of any state, federal or other public agencies' approvals or permits required for the proposed development.
- ☐ 4. Additional exhibits, as may be required by the Community Development Director.

We certify that the foregoing information is true and correct, this 28th day of September, 2020.

Michael Canady
Applicant's Name – Printed

[Signature]
Signature of Applicant

Applicant's Attorney (If applicable) – Printed

Signature of Applicant's Attorney (If applicable)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

¹ APPLICANT MEANS ANY INDIVIDUAL OR BUSINESS ENTITY (CORPORATION, PARTNERSHIP, LIMITED PARTNERSHIP, FIRM ENTERPRISE, FRANCHISE, ASSOCIATION OR TRUST) APPLYING FOR REZONING OR OTHER ACTION.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Ordinance to Revise Section 400 of the City of Villa Rica Development Regulations, Section 403.11, Wastewater Lift Stations

CITY COUNCIL AGENDA DATE: December 8, 2020

DATE: November 25, 2020

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

FISCAL IMPACT: N/A

ANNUAL –
CAPITAL –
OTHER –

FUNDING SOURCE: N/A

PURPOSE: The purpose of this ordinance revision is to include specifications to examine entire drainage basins when determining the need for Wastewater Lift Stations for new development.

BACKGROUND: In the past, developers were allowed to install wastewater lift stations only to serve their individual developments. In allowing this practice, the City has 32 lift stations currently on their list to maintain. Changing the requirement to look at the overall drainage basin and to build stations to serve a much larger area, will cut down on the number of stations that will be installed in the future and less cost to the City moving forward.

STAFF RECOMMENDATION: Staff recommends approval of this Ordinance revision.

IMPACT:

MOTION: I make a motion to approve this ordinance revision of Section 400, Sewer Regulations, particularly section 403.11 Wastewater Lift Stations.

**AN ORDINANCE FOR THE REVISION OF WASTEWATER LIFT
STATIONS AS SET FORTH IN SECTION 403.11 OF SECTION 400 OF THE
DEVELOPMENT REGULATIONS FOR THE CITY OF VILLA RICA**

WHEREAS, the City Council for the City of Villa Rica is responsible for establishing the rules and regulations to promote health, safety and welfare of the citizens of Villa Rica; and

WHEREAS, the City of Villa Rica does desire to update and recodify its Ordinances with regard to Wastewater Lift Stations within the City;

NOW, THEREFORE, it is ordained by the Mayor and City Council as follows:

1. The current Wastewater Lift Station specifications embodied in Section 400 Sewer Regulations, subsection 403.11, Wastewater Lift Stations is hereby revised and readopted and decodified as set forth below:
2. The City does hereby adopt section 403.11, Wastewater Lift Stations in Section 400 Sewer Regulations as set forth in its entirety upon the Signature by the Mayor or Mayor Pro Tem.

403.11 Wastewater Lift Stations: The following *minimum* requirements apply to wastewater lift stations:

A. Lift Station Policy

It is the goal of the City of Villa Rica to provide for the conveyance of wastewater by natural gravity flow wherever and whenever possible. In order to facilitate the City 's goal, the City has policies that allow the reimbursement of certain costs of off-site trunk sewer extensions and over sizing lines.

The installation of a lift station increases the cost of providing sewer service and transfers the burden of extending trunk sewers and/or repairing, improving, and replacing the lift station to the City and its sewer customers. Lift stations, if deemed necessary, must be carefully integrated into the City 's overall plan for providing wastewater service to its customers.

B. Detailed Plans and Specifications

Design drawings and specifications for the lift station shall be reviewed by the City concurrently with the overall development plans. This submittal shall contain: 1) design and operational information, 2) detailed design drawings, and 3) technical specifications.

C. Lift Station Requirements

Lift stations must be designed by a Professional Engineer licensed in the State of Georgia, and shall be designed and constructed in accordance with the City's standards in affect at the time. These standards, in conjunction with the standard details in the Appendix of Section 400 and the current Rules and Regulations, shall include, but not be limited to, the following:

a. Site Location and Layout

1. The lift station shall be located, whether inside or outside of the proposed development, to service ten-times the developed area. The maximum required service area shall be 2,000-acres or no more than 10,000 feet of gravity sewer outside the development, whichever is less. The service area can include area served by any existing public sewer system; however, any area served by an existing lift station that will not be eliminated according to the below requirements must be excluded from the service area for the proposed lift station. Note that this requirement affects the location of the lift station only, not the sizing.
2. The lift station must be located at or beyond the nearest downstream confluence outside the development. The maximum required amount of gravity sewer outside the development to meet this requirement shall be 100 linear feet per developed acre or 10,000-feet, whichever is less. This requirement may be waived if the lift station located within the proposed development area will serve more than two-times the service area requirement.
3. The lift station cannot be located upstream of an existing lift station. If the proposed lift station is upstream of an existing lift station, the developer shall install a gravity sewer line from the proposed development to convey flows to the existing lift station and upgrade the existing lift station as necessary. The maximum amount of gravity sewer line required outside the development shall be 100 linear feet per developed acre or 10,000-feet, whichever is less.
4. The lift station cannot be located downstream of an existing lift station. If the proposed lift station is downstream of an existing lift station, the developer shall install a gravity sewer line to convey the flow from the existing lift station to the proposed lift station, thus eliminating the existing lift station. The maximum amount of gravity sewer line required outside the development shall be 100 linear feet per developed acre or 10,000-feet, whichever is less. Furthermore, the developer may request, and the City may approve depending on applicability and condition, the reuse of equipment from the existing lift station. If the reuse of equipment is allowed, the developer must coordinate with the City and assume complete responsibility for the handling of all flows during the

transition period.

5. A waiver of any or all of the above requirements, Items 1-4, may be considered in the sole discretion of the City in any of the following cases:
 - a. The proposed lift station will eliminate two or more existing lift stations.
 - b. The proposed lift station will be eliminated by a future project or projects known to the City.
 - c. The total amount of gravity sewer required outside of the development (both upstream and downstream together) to satisfy all of the applicable requirements above, Items 1-4, is greater than 100 linear feet per developed acre or 10,000-feet. In this case, the City, on a case-by-case basis and at its discretion, will determine the best combination of requirements to locate the proposed lift station. In no case will the developer be required to install more than one 100 linear feet per developed acre or 10,000-feet, whichever is less, outside the development.
 - d. The City is compensated for the difference in cost to locate the lift station at a site that satisfies the applicable requirements above, Items 1-4, versus locating the lift station on the project site or another site proposed by the developer. The cost difference shall be determined by the City as provided in its Rules and Regulations.
6. If the proposed developed area covers more than one drainage area (e.g. parts of the development naturally drain to more than one location), the area shall be divided by its respective drainage pattern(s) and treated as separate developments where each lift station must meet these requirements separately.
7. No lift station will be permitted for a proposed development of less than forty (40) Equivalent Residential Units (E.R.U.) or a watershed having an estimated ultimate development of less than 80 E.R.U.
8. The lift station and incoming manholes shall be outside the 100-year flood zone wherever possible. If not reasonable and/or the City determines installation within the 100-year flood zone is acceptable, the lift station and incoming manholes shall be designed and constructed according to all applicable FEMA, NFIP, EPA, EPD, State, and local ordinances.
9. The deeded lot size shall be minimum 40-feet by 40-feet. The lift station shall be fenced minimum 30-feet by 30-feet with 6-inches of crushed stone

extending 6-inches outside fence.

10. The lift station layout shall be such that a driveway will access the pump loading point. The lift station access drive shall be paved with either concrete or asphalt, as directed by the City. The pump station driveway slope shall not exceed 10%. Drives shall be minimum twelve-feet wide and in accordance with Georgia D.O.T. standards and Douglas County standards for industrial roads. The sub-base shall be compacted to 95% standard proctor per ASTM D698 standards. For driveways over fifty feet in length, a turnaround will be required and shall be twenty-feet off the fence, 16-feet deep with a 15-foot radius to the driveway.
11. The pump station layout shall be configured so the station can be expanded to the ultimate size to pump the ultimate upstream flow. Initial and future land requirements including access for the pump station shall be obtained by the developer and donated to the City in fee simple.
12. A debris manhole is required inside the fence.
13. An odor control system, designed by a licensed, professional engineer, shall be provided on all lift stations. The odor control system shall meet the following minimum requirements:
 - a. Air shall be removed via applicable fan and induced through carbon media canister unit or other treatment device / method approved by the City.
 - b. Ductwork shall be plastic material and shall be UV rated or painted with UV rated paint.
 - c. Treatment unit (i.e. carbon canister) and fan shall be sized to treat air volume, at a minimum, as follows:
 1. Fan shall be sized to create negative pressure within wet well to prevent air escaping.
 2. Air volume treated shall be considered the volume displaced by the peak sewerage flows served by the lift station.
 3. Assume area for potential air seepage into and out of the wet well (i.e. around pump hatch openings, vents, cracks, etc.). Assume 1/8" thick.
 4. At a minimum, air velocity shall be assumed at 100 feet / minute.
 5. For Safety Factor, assume one (1) of the largest hatches remains open at all times.

14. Lift stations shall have a 6-foot high security fence topped with standard 3-strand barbed wire on angled extension arms. Fences shall be installed using 9-gauge fabric with 1-1/2-inch top rails and bottom tension wires; 2-inch line posts and 3-inch corner posts set in concrete 10-feet apart; 16-foot gate with 9 gauge cross-tension wires installed on 4-inch gate posts.

A vegetative screen shall be installed outside of the security fence such that the lift station will not be visible from off the lift station property except for penetrations required for access. The base of the vegetative screen shall be mulched.

15. A potable water supply line and backflow preventer is required on all lift stations. The water supply line must be capable of delivering a minimum of 20 gpm through a yard hydrant located within the lift station fence.
16. The backflow preventer shall be installed above grade, piped with brass or hard copper, inside a freeze protection cover certified to ASSE Standard 1060 Classes I, II, III with drain flap to allow a minimum discharge of 60 gpm. Cover shall be anchored to suitably sized concrete pad as specified by the manufacturer.
17. The yard hydrant shall be Simmons 800 Series freeze-proof with 3/4" hose connection, or approved equal. The base of the yard hydrant shall be installed in an adequately sized bed of #57 stone with a 2-foot by 2-foot splash pad at grade.

b. Wet Well Requirements

1. Design calculations, signed by a Professional Engineer, must be submitted to the City for review and shall contain the following computations:
 - a. Capacity at peak flow
 - b. System head – tabulated and plotted on pump performance curve
 - c. Cycle time – including starts per hour for peak flow and average flow conditions
 - d. Buoyancy calculations
 - e. Storage volume – volume available in the event of a power outage
2. Drainage basin flow shall be calculated for the natural drainage basin area flowing into the proposed lift station. Flow calculations shall be based upon acreage, usage per established zoning, anticipated densities and development type if there is evidence of potentially greater wastewater

flow being generated in excess of established zoning.

3. The lift station shall be sized based upon the anticipated upstream flow that will be realized in a seven-year period of basin development. The amount of development in a basin is judgmental and shall be determined by the City based on land use and zoning maps or other appropriate information.
4. Generally, the following minimum average daily flow rates and peaking factors are used for calculating estimated usage in the basin:
 - a. Residential Areas: 400 gpd per equivalent residential unit, with a peaking factor of 4.
 - b. Commercial and Industrial Areas: 2,000 gpd per acre of developed land, with a peaking factor of 4.0.
 - c. These values may increase depending on the actual development in the basin, as determined by the City on a case-by-case basis.
5. The lift station influent line invert shall be set so that all upstream gravity flow into the lift station can be achieved. The influent pipe shall be sized at a minimum slope per "10 State standard" for basin flow with a peaking factor of 2.5 (or greater as specified by the City).
6. The wet well shall be sized for peak flow conditions using a peaking factor of 4.0 (or greater as specified by the City). The allowable number of pump cycles per hour shall be determined by dividing the pump manufacturer recommended pump starts per hour by 1.3. The wet well shall have a plugged stub so that the gravity sewer system may be extended when future expansion allows, or an additional wet well can be installed and interconnected should future flows dictate additional wet well storage. The stub out shall be at least as large as the influent pipe, sized for the ultimate basin flow.
7. All sewer lift stations shall have additional wet well storage for a total capacity of at least three hours at the design flow rate. Storage volume shall be calculated between the high-level alarm and the lowest point of overflow (including basement elevations regardless of backflow valves in service lines). Storage may consist of any combination of line capacity, manhole capacity, and wet well volume. No corrugated metal pipe may be utilized for storage.
8. Wet wells shall be a minimum of 6-feet in diameter, or a minimum of 6-feet on each side, if not cylindrical. Wet wells shall be constructed of

reinforced concrete; precast concrete may be used on wet wells for smaller pump stations.

9. The interior of the wet well shall be protected against leakage and corrosion. If precast concrete is used, the joints shall be sealed to prevent infiltration and inflow. All exposed concrete and piping shall be epoxy coated. Epoxy coating shall conform to the specifications below. All guide rails, brackets, connectors, pump pull chains, etc. shall be stainless steel to resist corrosion.

Standard Epoxy Coating shall be a 100% solids, solvent-less two-component epoxy resin-coating system with increased bond strength and broad range chemical resistance. Apply a maximum of 40 mils in two applications over a smooth horizontal, vertical or overhead surface. The coverage will vary from 30 to 60 mils depending on the application.

In lieu of an epoxy coating, the wet well may be constructed of steel reinforced polymer concrete. Construction, installation, and testing shall be in accordance with the following standards, including but not limited to ASTM D 6783, ASTM C 478, ASTM C 443, ASTM C 923, ASTM C 33, and ASTM C 497.

10. The top of the wet well shall contain a lockable aluminum hatch cast into the top. The pump manufacturer shall specify the size of the wet well hatch. The top of the wet well shall extend 6" above finished grade.
11. Wet wells shall be provided with a positive ventilation capacity of 30 air changes per hour based on the wet well volume below grade and above the minimum wastewater level.
12. Pumps must be submersible pumps as manufactured by FLYGT, unless otherwise specified by the City. FLYGT N-series pumps shall be used when available. FLYGT C-series pumps shall be used when the N-series is not available. Pumps shall be constant speed and self-sealing with stainless steel guide rail systems. All pump motors shall be three phase.
13. Pumps and motors shall be sized to handle twice the design peak flow of the proposed development (but not less than the total of the proposed development plus any existing development tributary to the lift station) or the total upstream watershed, whichever is less. Pumps shall be sized when possible so that ultimate basin flow conditions can be achieved by increasing impeller size. In any case, a minimum of two pumps shall be located in the wet well, each sized such that if one pump fails, the remaining pump(s) can handle peak flow.
14. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system.

15. Provide spare parts as recommended by the manufacturer and required by the City.
16. All lift station site lights shall be LED type lighting fixtures.

c. Valve Vault and Force Main Requirements

1. The discharge piping from each pump shall be routed through the valve vault with check valves and shutoff valves on horizontal stretches of pipe. Check valves shall be placed upstream of shutoff valves. Connection of the discharge pipes should be accomplished outside and downstream of the valve vault.
2. Valve vaults, including walls and floor and top slab, shall be constructed of reinforced concrete; precast concrete may be used on valve vaults for smaller pump stations.
3. Either a round or square vault can be used to contain the check valves and shutoff valves. The vault shall be bedded on a minimum 12" of #57 stone. The top of the vault shall contain a minimum 30" by 30" aluminum lockable lid cast into the top, which shall extend 6" above finished grade.
4. The floor of the valve vault shall be sloped to a sump to collect water. A drain shall be provided in the sump, routed to the wet well with a backwater valve to prevent hazardous gases from entering the vault and flooding of the vault, respectively. The backwater valve shall be accessible for cleaning.
5. All force mains and fittings shall be ductile iron pipe per AWWA standard C151. Force main and fittings shall be installed per AWWA standards. All bends, tees and crosses shall be blocked or restrained. All fittings outside the wet well and valve vault shall be mechanical joints. All fittings inside the wet well and valve vault shall be flange-to-flange joints. Air release valve locations and sizes shall be as required by the City. Air release valves shall be installed in all high points and other areas as required by the City. All ductile iron force main pipes and fittings shall be lined with a ceramic epoxy lining such as Tnemec Series 431 Perma-Shield PL or approved equal. Alternative pipe materials may be allowed at the sole discretion of the City.
6. The force main shall be sized for a minimum of two feet per second flow with the pump station operating at minimum flow. Force main piping shall be at least 4-inches in diameter. Class of pipe shall be as required for working pressure plus surge pressure and as directed by the City. Sewer force mains shall have a minimum of 4 feet of cover.
7. A connection for a quick-connect bypass pump shall be provided in case

of complete station failure. The bypass connection shall be located in the single force main, downstream of where the pump discharges tie together. Plug valves shall be provided immediately upstream of the bypass connection to isolate the station during bypass and on the bypass branch to isolate the bypass connection during normal station operation.

8. Surge valves shall be utilized when force main surges are in excess of 150 psi. Surge valves shall be mechanical and shall be field adjustable from 0 to 100% of the rated pressure capacity.
9. Weighted arm, cushion swing check valves shall be used on the pump discharge as directed by the City. Pump check valves shall have adjustable rapid closure in the event of power failure.
10. Shutoff valves shall be either ball valves or plug valves, as determined by the City. Air release valves shall be manufactured by Crispin, A.R.I., H-TEC, or approved equal. Air release valves shall be stainless steel or plastic or have an epoxy coating both inside and outside.
11. Air release valves shall be installed in minimum 4-foot diameter manhole on 6-inches of #57 stone with an additional 6-inches of #57 stone inside manhole; bolt-down frame and cover cast into flat manhole top, flush with finished grade. Install a 2-inch wheel or ball valve between force main and air release valve.
12. All fittings, such as valves, nipples, unions, and tapping saddles, for air release valves shall be stainless steel.
13. An odor control unit shall be installed with the air release valve on all force mains 8-inches or larger. The unit shall connect directly to the air release valve and contain carbon or other suitable media for scrubbing of hydrogen sulfide gas. The unit shall be constructed of stainless steel or plastic, or have an epoxy coating both inside and outside.
14. Check valves shall be GA Industries or Val-Matic, or approved equal.

d. Electrical Requirements

1. Electrical service to lift stations shall be three phase.
2. Dual electric feeds are preferred at wastewater lift stations. If dual feeds are available, they shall be provided from the utility grid. If dual feeds are unavailable, a letter of exception must be obtained from the City of Villa Rica.
3. The electrical service pole with meter shall be located outside the fence with underground feeder to electrical distribution.

4. The lift station shall have a fused disconnect.
5. The security light shall be directional style and wired to a switch or breaker inside the pump control panel. The light shall be a sodium vapor light with 150-watt high-pressure luminaire with 120-volt ballast, photoelectric control, and heat and impact resistant lens.
6. For pump stations with pumps in excess of 88 hp, motor starters, motor control centers, and miscellaneous electric controls shall be housed in a building. Building architecture shall be per the requirements of the City. Pump control panels for stations below 88 hp shall be in accordance with the Control Panel section below.
7. Pump controls shall be Multitrode with Square D components. Power for the pump controls, alarms, and telemetry shall be provided by a minimum 5 KVA uninterruptible power supply. Electrical equipment and controls shall be furnished with surge arresters for protection against surges caused by lightning or switching. Reference the Control Panel section below for additional information.
8. Pump power cables shall enter the wet well above the force main and behind the pump guide rails.
9. Lift stations shall have telemetry installed to monitor power failure, high wet well pump failure and other sensing points as required by the City. Reference the Control Panel section below for additional information.
10. All wet wells with a water depth of 15 feet or less shall have a 2-meter probe. All wet wells with a water depth greater than 15 feet shall have a 3-meter probe.
11. The level control systems, telemetry and generator, and all associated equipment shall be of a brand, type, and configuration acceptable to the City and compatible with the City's existing sewer lift stations.
12. Provide spare parts as recommended by the manufacturer and required by the City.
13. An arc flash analysis shall be performed on all electrical equipment greater than 50 volts in accordance with NFPA 70E, latest edition. Said equipment shall be labeled per the results of the analysis. A written report with the analysis results shall be provided to the City.

e. General Control Panel Requirements

1. These control panel specifications shall be applicable for all lift stations

up to and including 88 horsepower. Lift stations greater than 88 horsepower are considered a special circumstance by the City, and the requirements thereof shall be determined by the City on a case-by-case basis and addressed in the Project Concept Meeting.

2. The pump station shall be operated by an on-site pump control panel / motor control center (MCC) which shall initiate and terminate pump operations based on the liquid levels within the wet well while providing the station with electrical protection and information and status displays. The control system shall operate the required number of pumps as specified on the drawing with power and performance characteristics as described in full, in the associated plans. The MCC shall provide for both manual and automatic control of the pumps to maintain a pumped down condition in the wet well. The control shall function as described below.
3. The automatic mode shall have a primary controller, redundant high and low floats to run and shutdown the pump(s) in the event of primary controller failure, and a tertiary function provided to shut down all pumps at a low liquid level to protect the pumps from operating in a dry condition.
4. The primary controller shall sense the liquid wet well levels through a conductance actuated probe set at a pre-determined level to initiate the lead pump on, lag pump(s) on, hi-level alarm and all pumps off. The normal operation is caused by the rising and falling levels of the liquid in the wet well meeting the designated pre-determined points. The lead pump will start followed by the subsequent or lag pumps if the wet well level rises sufficiently with all pumps stopping when the wet well level falls to a low point ceasing the demand for pump operation. Upon the pumps being turned off, the controller will reset and alternate the lead pump, the former lead pump to become the new lag pump. This shall equalize the run times for all pumps.
5. If the station inflow continues rise to the set point of the hi-level, an alarm will be activated and sound continuously. A high-level alarm light will simultaneously flash. The audible and visual alarms will continue until the wet well liquid level falls below the alarm point. Note that the audible alarm may be silenced manually, but the high-level alarm light shall continue to flash until the level falls sufficiently. If the wet well level continues to rise and reaches the Hi-Hi Level float, the redundant system shall assume control of the station and shall initiate a call for the lead pump to come on, followed by an additional call for the lag pump to come on after a specified brief time delay. Both pumps shall continue to operate until deactivated by either the primary controller reassuming control or the low-level float set at a comparable low point.
6. The control system shall be designed, approved, fabricated to either UL

508A or UL 698A standards as applicable with appropriate addenda and be assigned its individual UL certification serial number by a UL Certified panel builder for Industrial Control Panels for Hazardous Locations.

7. The equipment and component descriptions listed below are provided as a guide and does not relieve the supplier from providing a system that will operate as intended by the designer and required by the application. It is the supplier's responsibility to seek timely clarification on all relevant issues associated with this equipment and project.

- i. CONTROL PANEL SPECIFICATIONS

- 1) PUMP CONTROL PANEL / MOTOR CONTROL CENTER (MCC) ENCLOSURE: The enclosure shall be a 14-gauge, NEMA 4X rated enclosure manufactured from 304 stainless steel. The enclosure shall be a wall-mounted type with a minimum depth of 12" and sized to adequately house all components with appropriate spacing and 10% spare interior back plate space for future upgrades. The door gasket shall be of rubber composition with a retainer to assure a positive weatherproof seal. The door shall open a minimum of 180 degrees. An engraved phenolic label shall be affixed to the front of the panel describing the panel's function.
- 2) INNER DEAD FRONT DOOR: A brushed aluminum dead front door shall be mounted on a continuous aircraft type hinge within the enclosure to separate operator accessible control and status functions from the live internal components and wiring within the interior compartment. It shall contain cutouts for mounted operational and status components/devices such as control switches, indicator pilot lights, elapsed time meters, a Ground Fault Circuit Interrupting Receptacle (GFCI) as well as any other devices requiring operator access as necessary. Further cutouts for breaker handles shall allow operation of breakers without entering the interior compartment. The dead front door shall open a minimum of 150 degrees to allow access to the interior compartment for maintenance by qualified personnel. A 3/4" break shall be formed around the perimeter of the dead front to provide structural rigidity.
- 3) INTERIOR BACK PLATE: The back plate shall be manufactured of 12-gauge steel and shall be finished with a primer coat and two (2) additional coats of baked-on white enamel. All hardware mounted to the back plate shall be attached with 304 stainless steel machine screws and threaded and tapped holes. Sheet metal screws are not acceptable. All devices shall be

permanently labeled and identified with engraved phenolic labels adhered to the back plate at locations easily identifying the component.

- 4) CONTROL PANEL IDENTIFICATION: An engraved phenolic label shall be affixed to the front of the Inner Dead Front Door and shall include the following information:

- I. Project Name
- II. Control Panel Serial Number
- III. Pump Manufacturer, Model, and Impeller Code and/or Trim
- IV. Pump Horsepower and Full Load Amps at Rated Voltage
- V. Incoming Power Voltage, Phase and Frequency
- VI. Pump Control Panel (MCC) Manufacturer

ii. CONTROL PANEL POWER DISTRIBUTION

- 1) The panel's service power distribution shall include all necessary components and be completely wired with stranded, tin-plated, machined-tooled copper conductors rated at 90 degrees C. All conductor terminations shall be easily accessible and as recommended by the device manufacturer. All control conductors shall be identified with wire markers at each end, as close as practical to the end of the conductor.
- 2) CIRCUIT BREAKERS: All circuit breakers shall be Square D Type FAL, KAL, LAL, or MAL, depending on applicable current requirements, heavy-duty thermal magnetic molded case circuit breakers or motor circuit protectors and shall be permanent trip, UL Listed, CSA Certified, IEC Rated and shall meet the requirements of Federal Specification Number W-C-375B/GEN. Each motor breaker shall be adequately sized to meet the pump motor operating characteristics and shall have a minimum of 14,000 amps interrupting capacity at 480 VAC. Heavy-duty circuit breakers shall be used to protect the control circuit.
- 3) TRANSFORMERS: Control transformers (5 KVA minimum) shall be UL Listed and shall be used to produce the 120 VAC and/or 24 VAC for control pilot circuits. The transformers shall be fused on both the primary and secondary circuits. The secondary circuits shall be grounded. Transformers shall be sized to provide for internal control pilot circuit use and to provide for

a convenience utility outlet (20 Amp single-pole), a SCADA (RTU) circuit (15 Amp single-pole), area lighting (15 Amp single-pole) and a spare 20 Amp single-pole circuit breaker. On installations with a permanent stand-by generator there shall be a 20 Amp single-pole circuit breaker for a block heater (within the generator) and a 20 Amp single-pole circuit breaker for a battery charger (within the generator).

- 4) **MOTOR STARTERS (ACROSS-THE-LINE) REQUIRED FOR LESS THAN 30 HP PUMPS:** Motor starters shall be UL Listed open frame, across-the-line, NEMA rated with individual overload protection in each leg. If one leg opens, all legs must open. Motor starter contacts and coil shall be replaceable from the front of the starter without removal from its mounted position. Overload heaters shall be block type, utilizing melting alloy spindles and shall have visual trip indication. Overloads shall be sized for the full load amperage draw of the pumps. Adjustable type overloads, definite purpose contactors, fractional size starters and horsepower rated contactors or relays shall not be acceptable.
- 5) **MOTOR STARTERS (SOLID-STATE REDUCED VOLTAGE) REQUIRED FOR 30 HP PUMPS AND ABOVE:**
 - I. Motor starters shall be UL Listed solid-state reduced voltage (SSRV) starters. The SSRV shall include a digital keypad for adjusting the soft starter parameters, viewing process values and motor and soft starter status.
 - II. The motor shall be automatically protected from solid-state component failure by an isolation contactor that opens when the motor is stopped or when the controller detects a fault condition, including a shorted silicon control rectifier (SCR). The SSRV shall utilize an SCR bridge consisting of at least two
(2) SCR's per phase to control the starting and stopping of the pump motors.
 - III. The soft start shall provide torque control for linear acceleration independent of motor load or application type without external feedback. The gating of the SCR's shall be controlled in such a manner as to ensure stable and linear acceleration ramp. The soft starter shall be controlled by a microprocessor that continuously monitors the current and controls the phasing of the SCR's. Analog control algorithms

shall not be allowed.

- IV. The SSRV shall automatically and continuously adapt for operation at 60 Hertz with a frequency tolerance of +/- 5%. By configuration, it shall be capable of operation at a varying supply line frequency of +/- 20% during steady state operation. Further, the soft start shall be capable of supplying 400% of rated full load current for 23 seconds at maximum ambient temperature and of 10 evenly spaced starts per hour at 400% of full rated current for 12 seconds per start.
- V. The SCR's shall have a minimum Peak Instantaneous Voltage (PIV) rating of 1800 VAC. Lower rated SCR's with Metal Oxide Varistor (MOV) protection are not acceptable. All programming / configuration devices, display units and field control wiring terminals shall be accessible on the front of the control module. Exposure to control circuit boards or electrical power devices during routine adjustments is prohibited.

iii. CONTROL PANEL SYSTEM OPERATIONS

- 1) Each pump shall have a three-position Hand/Off/Automatic (HOA) switch mounted on the dead front door for the selection of the operational mode of each pump. The "Hand" position will be an operator selected means of manually turning the pump on, the "Off" position will be an operator selected means of manually turning the pump off and making the pump unavailable for automatic running and the "Automatic" position shall place the pump in the automatic control of the Multi-Smart pump controller. The switches shall be NEMA 4X rated with 10 Amp contacts and be labeled by a position indicating legend plate.
- 2) In summary, in the Hand position the operator may run the pumps in the manual mode, by-passing all other automatic features of the controller except final dry pit shutdown for reduced amps draw indicating a lack of fluid at the impeller and/or shutdown on moisture/temperature alarm. The Off position will render the pump non-responsive to any call for operation until switched to either the manual hand or automatic modes. The automatic position will cause the pump(s) to operate or stop at the demands of either the probe, as further described below, or redundant floats. There shall be a low float to shut down all pumps when the wet well level falls below the predetermined elevation of the low float. There shall also be a high float to run all pumps, with a

predetermined time delay between the starting of pumps, when the wet well level rises above the predetermined elevation of the high float. This high float shall also initiate the "Wet well Hi-Hi Level" alarm.

- 3) A UL Listed Multi-Smart pump controller by MultiTrode shall be provided to operate the system based on conductance actuated by the wet well liquid level utilizing a single piece multi-sensored probe interfacing with intrinsically safe barriers for pump operation and level alarms. This controller shall be the primary controller for the pump station.
- 4) The controller is a self-contained device and shall monitor and control the operation of all pumps and alarms. Status information for the pumps, pump fault status, mode of operation, next pump to start status and level alarms shall be clearly indicated on the front display.
- 5) The controller shall allow all essential operating parameters to be adjusted via the front keypad or via a communication port as a connection link to other MultiTrode equipment or other "smart" monitoring and control equipment either on or off the station site. These parameters shall include setting levels, time delays, probe sensitivities, pump alternation, hand-off-automatic selection and fault resets. Level information is accepted from a MultiTrode probe or an analog device as either 4-20 mA or 0-10 V and the controller keypad can be disabled to prevent unauthorized keyboard entry.

iv. CONTROL PANEL ANCILLARY EQUIPMENT

- 1) ELAPSED TIME METER: Individual pump UL Listed 120 VAC non-resettable elapsed time meters (6 digit and tenths) shall be mounted on the dead front door to indicate and record the number of each pump's running hours.
- 2) SYSTEM STATUS INDICATORS: Indicator lights shall be mounted on the dead front door and include the following:
 - I. Green – Pump Run, individual lights to indicate pump has been called to run.
 - II. Red – Pump Fault, individual lights to indicate the pump has failed for whatever reason.
 - III. White – Power On indicates power is on to the MCC.

IV. Amber – Hi-Level or Hi-hi Level Alarm Light.

- 3) **MOTOR THERMAL SENSORS AND SEAL LEAKAGE MONITORING:** The Multi-Smart pump controller shall monitor the embedded motor thermal sensors and pump seal leakage sensors when available within the pump. The circuitry shall operate on the current sensing principle whereby any changes reflecting high motor temperature or fluid intrusion into the pump will either stop or prevent the pump from starting. An illuminated light on the controller shall indicate the failure mode and the status will be sent to the SCADA through connections to the external contacts provided for the SCADA. The status of the pumps shall be indicated by LED lights on the face of the controller, as status indicator lights on the dead front door and by signal to the dry contacts for the remote SCADA system.
- 4) **VISUAL AND AUDIBLE ALARM SYSTEM:** All alarm components shall be UL Listed. High wet well level conditions shall be sensed by either the primary probe sensors or the redundant Hi-hi Level float, which shall cause the alarm light and the alert horn to come on. The alarm light shall be a MCC externally top-mounted weatherproof, shatterproof, flashing red light fixture with a 130 VAC incandescent 40 Watt bulb, which shall flash until the alarm condition ceases. The alarm horn shall emit a sound of not less than 90 db at 10 feet and shall have a manual silence switch, in order for the operator investigating the alarm condition to silence the alarm horn.
- 5) **CONDENSATE HEATER:** An internal UL Listed 100-watt 120 VAC condensate heater recognized for industrial control panels shall be provided to minimize condensation within the control panel. The heater shall be thermostatically controlled to maintain the temperature above the dew point.
- 6) **VENTILATION FAN:** Adequate ventilation fan(s) shall be provided for all MCC's. The fan shall be a UL Listed 120 VAC NEMA 4X stainless steel device, suitably sized to maintain temperatures below the maximum recommended by the transformer, VFD, and/or SSRV manufacturer.
- 7) **OPERATOR'S TROUBLE LIGHT:** An internal UL Listed fluorescent trouble light 120 VAC sized appropriately for the enclosure size shall be installed to illuminate the interior compartments of the enclosure and shall operate via a micro switch so that when the dead front door is opened, the interior compartment is illuminated automatically.

- 8) SCADA INFORMATION FOR REMOTE MONITORING: Separate dry contacts shall be factory wired to individual terminals to provide operational information and status data to the remote off- site SCADA system. The following contacts shall be provided as a minimum:

I. Pump Status (Individual Alarms for Each Pump)

- (i) Pump Run
- (ii) Pump Overload
- (iii) Pump Seal Leakage Alarm
- (iv) Pump Soft Start Starter Failure (if used)

II. Power Status

- (i) Phase Loss
- (ii) Normal Power Failure

III. Generator Status

- (i) Generator Run
- (ii) Emergency Power (Transfer Switch Activation)
- (iii) Generator Common Alarm (to be wired to all additional generator alarms)

IV. Alarm Status

- (i) Wet well Hi-Level
- (ii) Wet well Hi-Hi Level
- (iii) Pump Station Disabled

- 9) LIGHTNING ARESTOR: The lightning arrestor shall be UL Listed and meet the requirements of NEC Article 280, ANSI/IEEE C62.41- 1991 as an appropriate 3 phase service device with a maximum 600 Volt phase to ground rating.

- 10) LIGHTNING TRANSIENT PROTECTION: Each complete suppression device shall be rated at 650 VAC phase-to-ground

maximum and be UL listed as a secondary surge arrester, bear CSA certification and meet both the standards of ANSI/IEEE C62-11- 1987 NEC Article 280 for suitability in indoor and outdoor applications and service entrance locations. It shall be selected for proper operation based on the full load capacity of the MCC and operate at a speed and of sufficient capacity to protect the MCC and associated equipment in case of lightning-transient/power surges.

- 11) PHASE MONITOR: A UL Listed, line voltage rated, adjustable, phase monitor shall be installed to sense high and low voltage, loss of power, phase reversal and loss of phase and shall indicate which fault has occurred. The self-indicating phase monitor shall provide troubleshooting analysis of the MCC service power via red, green or flashing lights, with a legend printed on the front of the device. The control circuit shall de-energize upon sensing any of the faults and shall automatically restore service upon return to normal power. An auxiliary dry contact shall be provided for SCADA indication.
- 12) WET WELL LIQUID LEVEL SENSORS: For the purposes of standardization and appropriate interface with the Multi-Smart primary controllers and redundant devices, all conductivity probes or pressure transducers (MTPT) shall be as manufactured by MultiTrode, Inc. of Boca Raton, FL. All liquid level floats shall be as manufactured by ITT Flygt Corporation of Trumbull, CT. Cable lengths shall be as shown on the plan drawings and as confirmed by the written specifications with a minimum of 10-feet of additional cable for field connection and fit.
- 13) PORTABLE GENERATOR (BY OTHERS) REQUIREMENTS:
 - I. Main and emergency breakers shall be interlocked using a walking beam type interlock. While both breakers may be in the "off" position at the same time, the walking beam shall not allow both breakers to be in the "on" position simultaneously.
 - II. The MCC shall have a UL Listed emergency generator receptacle mounted to the right-side exterior of the MCC enclosure and shall, for standardization purposes, be as manufactured by Crouse Hinds, Model AR1042 (100 Amp, 480 VAC/230 VAC) or AR2042 (200 Amp, 480 VAC/230 VAC).
- 14) PERMANENT GENERATOR REQUIREMENTS: The

Automatic Transfer Switch shall be located outside of the MCC enclosure for any pump station with a permanently installed, stand-by generator and shall be provided by the generator supplier. Generator status indicators shall be provided by the MCC manufacturer as previously described.

v. CONTROL PANEL MISCELLANEOUS REQUIREMENTS

- 1) DRAWINGS: A final, "as built" schematic drawing encapsulated in clear self-adhesive laminating plastic shall be affixed to the inside of the front outer door with defining legends as well as other required and appropriate information, warning stickers and UL Certification Serial Number.
- 2) PRE-SHIPMENT FACTORY QUALITY ASSURANCE TESTING: All pump station control panels (MCC's) shall be tested on the designated service power for all specified functions to the maximum extent practicable in the manufacturer's shop prior to shipping to assure proper operation and integrity of the MCC. The owner may elect to be present during such testing and shall coordinate such with the manufacturer if desired.
- 3) FIELD START-UP OF PUMP STATION:
 - I. The contractor shall coordinate and provide assistance as necessary to the pump manufacturer or their designated representative, the generator supplier or their designated representative and the MCC manufacturer for field start-up of the station at an appointed time with appropriate supervision by the owner.
 - II. No pump shall be started without the express approval of the on-site pump representative and no power shall be applied to the MCC for the purposes of operating the pump(s) without the express approval of the on-site MCC manufacturer representative and no generator power shall be applied without the express approval of the generator supplier.
 - III. A start-up report shall be written and forwarded to both the contractor and owner within ten (10) business days of the final start-up activity approving the successful installation and start-up operation of the pump station.
 - IV. The MCC manufacturer shall provide operation and maintenance training to the operators available or as

otherwise arranged by the contractor on behalf of the owner and shall turn over a minimum of three (3) sets of O & M manuals to the senior owner representative present.

- 4) **MANUFACTURER'S WARRANTY:** The manufacturer of the MCC shall warrant the control for design, materials and workmanship for a period of five (5) years from the date of shipment. Such warranty is limited to repair or replacement as necessary for the proper operation of the pump station and as determined by the manufacturer and does not provide for alterations, modifications or interference by others, negligence, willful destruction or misuse or acts of God.
- 5) **PUMP CONTROL PANEL /MOTOR CONTROL CENTER (MCC) MANUFACTURER:** The MCC manufacturer shall be currently certified by Underwriter Laboratories, Inc. as a UL 508A and UL 698A control panel shop for the design and fabrication of Industrial Control Panels for Hazardous Locations and shall be approved to certify, assign and affix individual UL serial numbers for each control built to applicable UL standards with appropriate addenda. The control manufacturer shall further be UL 914A approved to field configure, adapt and modify non-UL controls to UL standards suitable for field certification, assignment and affixing of an individual UL serial number.
- 6) **STORAGE:** All pump control panels shall be stored on pallets and out of all possibility of sustaining weather-related damage from wind, snow, ice, rain, lightening or other unforeseen incidences which may allow damage such as vehicular traffic, construction, vandalism, tampering or curiosity.
- 7) **GROUNDING:** The MCC shall be grounded in accordance with Article 250 of the National Electric Code with no deviations permitted.
- 8) **WIRE CONDUITS:** Pump power cables shall be run in conduit separate from conduit containing cable from the sensors (probes, floats or transducers). Conduits shall be appropriately sized, planned and installed to protect the cables entering the wet well and to allow easy replacement of the sensors and cables if necessary. Conduit entry into the MCC enclosure shall use "seal offs" to prevent gas or moisture intrusion from the wet well.

vi. Generator Requirements

- 1) All sewer lift stations shall have a standby electrical generator

with an electronic transfer switch that will automatically switch the station to generator power when the electric utility power system fails. The generator shall self-test at least once per week. Telemetry is required on all lift stations regardless of basin and shall monitor the status of the generator.

- 2) The standby generator shall be commissioned in accordance with NFPA 110 Standards. Provide factory test, startup by a supplier authorized by the manufacturer, and on-site testing of the system.
- 3) The generator shall be housed in a weatherproof enclosure. Quiet site soundproofing shall be provided to reduce noise to 70 db at a distance of 7 meters for diesel powered generators.
- 4) The entire standby generator set shall be warranted for a period of five years from the date of commissioning.
- 5) Outdoor weather-protective housing with critical grade exhaust muffler shall be installed. The housing shall have hinged side access doors and a rear control door. All doors shall be lockable. All sheet metal shall be primed for corrosion protection and finish painted with the manufacturer's standard color. Vibration isolators as recommended by the generator set manufacturer shall be provided. The generator must be mounted far enough away from obstructions to allow all doors to be opened 90°. All conduits and gas lines shall be installed underground. Equipment shall be installed on concrete housekeeping pads. Equipment shall be permanently fastened to the pad in accordance with manufacturer's instructions and seismic requirements of the site.
- 6) Generator shall be supplied with all auxiliary systems necessary for operation (i.e. batteries, battery charger, block heater, etc.).
- 7) Engine mounted, thermostatically controlled, coolant heater(s) shall be required for each engine. Heater voltage shall be as required by the manufacturer. The coolant heater shall be UL499 listed and labeled.
 - I. The coolant heater shall be installed on the engine with silicone hose connections. The coolant heater installation shall be specifically designed to provide proper venting of the system. The coolant heaters shall be installed using quarter turn ball valves to isolate the heater for replacement of the heater element. The quarter turn ball valves shall allow the heater element to be replaced without draining the engine cooling system or significant coolant loss.

- II. An AC power connection box shall be provided for a single AC power connection to the coolant heater system.
 - III. The coolant heater(s) shall be sized as recommended by the engine manufacturer to warm the engine to a minimum of 100°F (40°C) in a 40°F ambient, in compliance with NFPA 110 requirements, or the temperature required for starting and load pickup requirements of the particular lift station.
-
- 8) The generator set shall operate at 1800 rpm and at a voltage of as specified by the City. The power supply shall be three-phase, four-wire, and 60 hertz. Voltage regulation shall be plus or minus 1.0 percent for any constant load between no load and rated load. Random voltage variation with any steady load from no load to full load shall not exceed plus or minus 0.5 percent. Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.25%. An electronic governor system shall provide automatic isochronous frequency regulation.
 - 9) The generator set shall be provided with a mounted main line circuit breaker, sized to carry the rated output current of the generator set on a continuous basis.
 - 10) The standby power system shall include an automatic transfer switch. Transfer switch shall be rated for 100% of full load. This switch shall be provided with indicators for all phases of operation and be equipped with a fully programmable timer for exercising the equipment. The switch must be selectable for load or no load. The switch shall be configured with in-phase transition or neutral delay.
 - 11) The generator shall be load tested at 100% full load on site for a period of four hours using resistive load banks. Notify the City inspector prior to test, and provide certification letter from the manufacturer.
 - 12) Three complete sets of O & M manuals and keys shall be provided for the generator and the automatic transfer switch.
 - 13) The generator control system must include a programmable control device to allow automatic start-up and test functions. Test functions can be programmed for daily, weekly or monthly testing. Connections for remote monitoring of function and failure must be provided.

- 14) Pump stations are required to have continuous standby power. All generators shall
- 15) Consideration of an engine driven pump or standby pump station in lieu of a generator will be considered on a case-by-case basis at the sole discretion of the City.
- 16) Generators can be obtained from the following manufacturers/representatives:
 - I. Caterpillar
 - II. Cummins-Onan
 - III. MTU Detroit
- 17) The generator set shall be serviced by a local service organization that is trained and factory certified in generator set service. The supplier shall maintain an inventory of critical replacement parts at the local service organization, and in-service vehicles. The service organization shall be on call 24 hours per day, 365 days per year.
- 18) The generator manufacturer shall provide a 60-month comprehensive warranty to include parts and labor. The warranty shall be comprehensive. No deductibles shall be allowed for travel time, service hours, repair parts cost, etc.
- 19) Transfer switches shall be in NEMA-4X enclosure obtained from the following manufacturers/representatives:
 - I. Cummins-Onan
 - II. ASCO
 - III. GE Zenith
- 20) The transfer switches shall be configured to switch back when power is restored to the station.
- 21) The generator shall be installed on a suitably sized concrete pad and a generator ground grid shall be provided. The ground grid design shall be in accordance with the National Electric Code (NEC) and subject to City approval.
- 22) The equipment supplier shall provide training for the facility operating personnel covering operation and maintenance of the

equipment provided. The training program shall be not less than 4 hours in duration. Training date shall be coordinated with the facility owner.

vii) Spare Parts

- 1) Lift stations shall be supplied with a spare complete pump/motor combination plus a complete set of manufacturer's recommended spare parts.

IT IS SO ORDAINED on this the _____ day of December 8, 2020.

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2020 Main Street Advisory Board reappointments

AGENDA DATE: 12.3.20

DATE PREPARED: 11.19.20

PREPARED BY: Janet Chumley

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: None

BUDGETED ITEM? N/A

PURPOSE: The seven-member Main Street Advisory Board is appointed by the City Council. Their duties are to promote the program and advise and support the Main Street Manager through the collaboration of four standing committees- Organization, Promotion, Design, and Economic Vitality. The board also works to promote and create a thriving central business district in Downtown Villa Rica.

BACKGROUND: The Main Street Advisory Board currently has six board members whose terms expire 12/31/20. Those board members are Ronda McCullors, Carl Peabody, Melissa Garrett, Stephanie Warmoth, Julie Moore and Carolene Cox. In the November 20, 2020 monthly board meeting those six board members chose the terms that would like to serve, either a three-year term option or two-year term option.

STAFF RECOMMENDATION: Staff is recommending to reappoint the board members listed above in staggered terms as follows:

Two-year terms:

Ronda McCullors expiring 12/31/22

Julie Moore expiring 12/31/22

Carolene Cox expiring 12/31/22

Three-year terms:

Carl Peabody expiring 12/31/23

Melissa Garrett expiring 12/31/23

Stephanie Warmoth expiring 12/31/23

IMPACT: Having a Main Street Advisory Board at full capacity will further help develop a clear mission and vision for our program, promote our goals, and have the board continue to advocate for the Villa Rica Main Street program.

MOTION: I make a motion to re-appoint Ronda McCullors, Stephanie Warmoth and Carolene Cox to two-year terms expiring 12/31/22 and Carl Peabody, Melissa Garrett and Stephanie Warmoth to three-year terms expiring 12/31/23.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Personnel Policies Update
AGENDA DATE: 11/10/2020/

DATE PREPARED: 11/25//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
Page 37 Incentive pay

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 Director 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~~

This Handbook is designed as an advisory guide to assist the City and its supervisors with the effective management of personnel. The guidelines contained in this Handbook are not binding on the City and may be changed, interpreted, modified, revoked, suspended, terminated, or added to by the City, in whole or in part, at any time, at the City's sole option, and without prior notice to employees. This Handbook is not meant to address every conceivable situation or issue that may arise in the workplace or to create specific policy to be applied in every instance. Instead, this Handbook is intended only to give supervisors general advice concerning personnel decisions. Of course, this Handbook and any practice or policy of the City

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 schedule 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.~~

~~Communicating Eligibility and Rights and Responsibilities~~

~~(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.~~

~~Under normal~~~~Under normal circumstances~~~~normal~~, the~~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 DirectorHuman

The City may not require second and third opinions or recertification for qualifying exigency leave. When the leave involves meeting with a third party, the City may contact the third party to confirm that the meeting is taking place and the nature of the meeting, but the City will not request additional information. The City also may contact the Department of Defense to verify a military member's covered active duty status.

Certification for Serious Injury or Illness of Current Service member for Military Family 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.

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.

(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.

Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave

The City may require that leave to care forthatthat leave to care for a veteran be supported by a certificationa certification completed by anby an authorized healthauthorized health care provider. An employee may submit a copy of a VASRD rating determination or enrollment documentation from the VA Program of Comprehensiveof AssistanceComprehensive forAssistance Familyfor CaregiversFamily toCaregivers certifyto thatcertify 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~~

If the City does not designate FMLA leave within the applicable timeframe as required by 29 C.P.R. § 825.300(d), the leave may be retroactively designated as FMLA leave with appropriate notice to the employee, ;
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.

Recertification

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.

Section 1560.000 Workers' Compensation

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 Physicians," 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

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,~~

Inter-Departmental Transfers

Employees who have completed the six (6) months probationary period of service in the position they currently hold and are in good standing (without disciplinary action within the last six (6) months), 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 Director/Department Heads concerned and the Human Resources Director. The employee will be transferred at a time agreed upon by the two Department Director/Department Heads; however, the transfer will take place no later than four (4) weeks after the employee is selected to fill the position. When an employee transfers to another general services department, they -probation period will start over from the date of transfer and may not request to transfer again until they have completed -one year of service in that department. Employees who transfer into the Fire Department or Police Department as sworn personnel must complete two years of service in that department before being eligible to request another transfer.

Voluntary Transfer

An employee (in good standing without disciplinary action within the last six (6) months) 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/Department Head, the Department Director/Department Head 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 new, lower pay grade 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 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

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 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

- ## **Section 450.300—Prohibited Substances**

~~Section 450.400~~——When Testing is Required

All individuals who are offered employment by the City are required to undergo testing for the presence of 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.

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.

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.

Chapter Two: Complaint Procedure and Progressive Discipline

Section 200.000 — Complaint Procedure

All employees should help ensure that the City avoids any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed any of the following behaviors:
harassment,
discrimination,

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~~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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~~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 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 ManagerHuman 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 ManagerHuman 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:

~~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

~~While it is anticipated that most job vacancies will meet the criteria for posting, there may be circumstances that do not warrant advertising certain positions. The following is a non-exhaustive listing of special staffing situations that may be exempted from the competitive job posting process:~~

- ~~Appointed Positions (internal promotion);~~
- ~~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 4this Handbook.~~

Temporary 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.

Emergency Appointments

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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 9030365 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 9030 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 should not have an expectation of privacy in anything they create, store, send, or receive on any of the City's technology resources ~~(including anything they create, send, or receive on a personal device using any of the City's technology resources~~, such as its data networks or Internet connection). In this regard, employees are specifically advised that passwords on City devices are designed to give employees access to all or part of the City's technology resources; they are not designed to guarantee employee privacy or security in any data or file created, stored, sent, or received on any of the City's technology resources. Employees may not change passwords without prior express permission. Upon termination of employment, employees must return all passwords to the City.

~~Section 460.400~~ — General Guidelines for Acceptable Use

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:

- Accessing any technology resources, including networks, servers, drives, folders, or files, to which the employee has not been granted access or authorization or in a manner that exceeds such employee's access or authorization (accessing any other person's computer, voicemail, files, or data without approval);
- Making unauthorized copies of the City files or other data;
- Using any of the City's files or other data for an unauthorized purpose, even if the employee was otherwise authorized to access such files or data;
- Revealing, publicizing, or otherwise disclosing any confidential information belonging to the City without authorization;
- Destroying, deleting, erasing, or concealing City files or other data, or otherwise making such files or data unavailable or inaccessible to the City or to other authorized users of the City's technology resources;
- Violating any law, regulation, or order of the United States or any state, county, City, local government, or jurisdiction in any way;
- Violating the terms of any user agreement, license agreement, or other type of contractual agreement of any software program, application, website, or other product or service;
- Illegally downloading, copying, transmitting, viewing, or accessing any material protected under copyright law or make such material available to others;
- Engaging in any other unlawful or malicious activities;
- Intentionally propagating any virus, worm, Trojan horse, trap-door program code, or other code or file designed to disrupt, disable, impair, or otherwise harm either The City's technology resources or those of any other individual or entity;
- Defeating or attempting to defeat security restrictions on any of the City's technology resources;
- Viewing or transmitting any material, or engaging in any conduct, that is fraudulent, harassing,

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embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, violates the City's Equal Employment Opportunity Policy or other policies set forth in this Handbook, or that is otherwise unlawful or inappropriate. The City has sole discretion to determine what constitutes inappropriate use or material under this policy. If you unsure whether any use or material would be considered inappropriate, you should seek clarification from your supervisor before accessing or distributing such material. If you are in any doubt, do not access or distribute the material;

- Using abusive, profane, threatening, discriminatory, harassing, offensive, otherwise objectionable language in either public or private messages;
- Sending, receiving, downloading, uploading, or otherwise accessing or viewing any pornographic materials;
- Causing congestion, disruption, disablement, alteration, or impairment of the City's technology resources;
- Installing any software without written authorization from the City Manager; and
- Using any City technology resource for personal financial or political gain unrelated to one's employment with the City.

Section 460.500 — Installation and Use of Software

Employees, other than those employees and/or contractors responsible for Information Technology for the City, may not download or install any software, application, program, or update onto any City computer or technology resource without prior written authorization from the City Manager.

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.

Section 460.500 — Other City Policies

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

- An employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

Overview

Purpose

The purpose for this policy is to establish the minimum requirements for maintaining a “clean desk” – where sensitive/critical information about our employees, our intellectual property, our customers and our vendors is secure in locked areas and out of site. A Clean Desk policy is not only ISO 27001/17799 compliant, but it is also part of standard basic privacy controls in accordance with NIST (National Institute of Standards and Technologies).

Scope

This policy applies to all City of Villa Rica employees and affiliates.

Policy

- 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.

Gifts and Gratuities

Bulletin Boards/Solicitation & Distribution

Use and Return of City Property

~~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 occur when the City Council makes inquiries and investigations under the power of the City Charter, or

~~Generally, tThe City Manager will make the final decision to~~ will follow the same decision made by Carroll County Schools whether to close government offices because of inclement weather or other emergency circumstances, but the ultimate decision will be made at the City Manager's discretion on a case-by-case basis. The City will announce any closures or delayed openings by reporting them to the City's official website and local news media.

~~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.~~

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:

- 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.

~~**Section 4100.700—Notification of Accidents**~~

~~Section 4100.800~~—Disciplinary Action

Section 4200.000—Emergency Procedures Policy

<u>Service</u>	<u>Phone number</u>
Fire, police, ambulance	911
Poison control	(800) 282-5846

~~**Thunderstorms/Lightning** – In the event of a thunderstorm or lightning, all staff will be required to seek shelter and remain inside until the storm or lightning has ceased. The City is not responsible for any injury~~

~~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~~

~~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.~~

~~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.~~

~~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: ~~C~~Compensation 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.

Incentive Pay

At the end of each calendar year the City may pay employees incentive pay. Incentive Pay will be based on how well the health plan has performed over the last fiscal year. Pay will be limited to \$300 per fulltime employee and \$150 to part-time employees.

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 review it for accuracy. If there is a discrepancy in your paycheck, including any vacation/sick time balances, you must advise your Department Head immediately. On pay day, paychecks may be given to the Department Head or his or her designee but will not be given to another person unless authorized in writing.

Payroll Deductions

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.

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~~Section 650.200 Pay Ranges~~

~~The City Council shall adopt a schedule of assigned pay ranges for each job classification and/or position of employment with the City. Each salary range shall establish a minimum and maximum level of compensation for each job classification and/or position of employment. New employees will normally be hired into a position at a pay rate within this range. The pay range should be based on the bona fide qualifications of the job classification and/or position. The City Manager shall review such pay ranges periodically and make recommendations to the City Council.~~

~~Section 650.300 Pay Increases~~

~~Employees may be eligible to receive pay increases on the basis of factors determined by the City, including merit and/or length of employment with the City. Pay increases, if any, will be awarded by each employee's Department Head one time per year, in connection with the employee's annual performance evaluation, as described in Section 640.000. The amount of any such pay change by a Department Head shall be within the amount approved by the City Council for employee raises as part of the applicable financial budget for the year in which the pay change is made.~~

On Call/Call out Pay

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

~~**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.~~

~~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.~~

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.

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.

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. Each City employee is to give a full day's labor for a full day's pay. Give your earnest effort and best thought, seek to find and employ the most efficient and economical means to get tasks accomplished.

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.

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.

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.

Equipment and property of the City must only be used for purposes that are proper in conducting the work of the City.

All payments for goods or services must be for proper purposes and shall be set forth in documentation supporting the payment.

All entries made to the financial records must be true, complete, accurate and consistent with generally accepted accounting principles, with no omissions.

Conflict of Interest: Never engage in business with the City government, either directly or indirectly, which is inconsistent with the conscientious performance of your City governmental duties. We are held to a high standard to avoid the appearance of dispensing special favors or privileges to anyone.

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, andwith 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 3three (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

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.

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 Officials may be eligible for different or additional benefits not available to regular employees, in accordance with the provisions of the applicable benefit policy.

All rights and benefits are determined in accordance with the provisions of the applicable benefit policy, and employee, elected official, and appointed official benefits are effective only if such individuals are eligible for the benefit (including any insurance) and remain covered or insured in accordance with policy terms. Any benefit policy is subject to amendment, suspension, modification, or termination in accordance with any provision thereof or at the discretion of the City without the consent, notice to or concurrence of any person covered or insured thereunder.

Group Health, Dental and Vision Insurance

The City may offer, if economically feasible, medical, dental, and/or vision coverage for eligible employees and their eligible dependents. Medical insurance 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 medical insurance on the first (1st) of the month following thirty (30) days of employment.

Life Insurance

The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance 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. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life and accidental death and dismemberment insurance on themselves and dependent life insurance on their eligible dependents. Employees are eligible to be covered for life insurance on the first (1st) of the month following thirty (30) days of employment.

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 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 Head/Manager, who will obtain approval from the City Manager. When the request is approved, all arrangements, including travel arrangements, will be made by the 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

- I.
- 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.
- J. Course books are considered permanent property of the student and are not subject to reimbursement.
- K.
- 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.
- 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.~~

~~All rights and benefits are determined in accordance with the provisions of the applicable benefit policy, and employee, elected official, and appointed official benefits are effective only if such individuals are eligible for the benefit (including any insurance) and remain covered or insured in accordance with policy terms.~~

~~Any benefit policy is subject to amendment, suspension, modification, or termination in accordance with any provision thereof or at the discretion of the City without the consent, notice to or concurrence of any person covered or insured thereunder.~~

~~Section 810.000 Health, Dental and Vision Insurance~~

~~The City may offer, if economically feasible, medical, dental, and/or vision coverage for eligible employees and their eligible dependents. Medical insurance 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 medical insurance on the first (1st) of the month following thirty (30) days of employment.~~

Section 820.000 Life Insurance

~~The City may offer, if economically feasible, basic life insurance to eligible employees to help them protect their family in the event of the employee's death. Basic life insurance 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. In addition to the basic life insurance, the City may offer eligible employees the opportunity to purchase supplemental life and accidental death and dismemberment insurance on themselves and dependent life insurance on their eligible dependents.~~

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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

training prior to their assumption of their responsibilities, but throughout their careers. Not all training that is requested will be approved.

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.

Section 900.000 Holidays

~~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~~

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~~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~~~~Paid Time Off~~

Paid Holidays

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.

~~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

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 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.

If serious misconduct is the cause of the dismissal, the employee will be given the reason for the dismissal and be given a chance to explain his conduct prior to the supervisor making the decision to dismiss him/her. Dismissal actions must be approved by Human Resources and the City Manager.

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 five (5) 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 (5) 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.

All employees should help ensure that the City avoids any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed (1) harassment, (2) discrimination, (3) improper denial of a request for accommodation, (4) denial of requested leave under the FMLA, ADA, or otherwise, (5) violation of any policy of the City or policy in this document, or (6) failure to pay overtime or other violation of the FLSA or wage payment laws, or (7) any other unlawful or inappropriate conduct by anyone, including employees, supervisors, coworkers, contractors, subcontractors, vendors, or citizens, you are specifically authorized to by-pass your supervisor and are to immediately notify (preferably in writing and within 24 hours) the Human Resources Director, whose office is located in City Hall. The address and telephone number for the Human Resources Director is 571 West Bankhead Highway, Villa Rica Georgia 30180, 678-840-1223. 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 Director 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 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.

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 ManagerHuman Resources Director. For your information, the Human Resources ManagerHuman 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 ManagerHuman Resources Director 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. 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. 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. 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. 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. 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. 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.).

Complaint Procedure and Progressive Discipline

Section 200.000 — Complaint Procedure

All employees should help ensure that the City avoids any form of unlawful or inappropriate conduct. If you feel that you have experienced or witnessed (1) harassment, (2) discrimination, (3) improper denial of a request for accommodation, (4) denial of requested leave under the FMLA, ADA, or otherwise, (5) violation of any policy of the City or policy in this Handbook, or (6) failure to pay overtime or other violation of the FLSA or wage payment laws, or (7) any other unlawful or inappropriate conduct by anyone, including employees, supervisors, coworkers, contractors, subcontractors, vendors, or citizens, you are specifically authorized to by-pass your supervisor and are to immediately notify (preferably in writing and within 24 hours) the Human Resources ManagerHuman Resources Director, whose office is located in City Hall. The address and telephone number for the Human Resources ManagerHuman Resources Director is 571 West Bankhead Highway, Villa Rica Georgia 3180, 678-840-1223. If you are

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~~not contacted promptly about your complaint or are not satisfied with the response, you are to re-file it with the Human Resources ManagerHuman Resources Director 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 ManagerHuman Resources Director or otherwise do not wish to discuss the matter with the Human Resources ManagerHuman Resources Director, you are to file your complaint directly with the City Manager.~~

Section 210.000 — 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.~~

Section 220.000 — 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 ManagerHuman 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.~~

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 ManagerHuman 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.

Serious Misconduct

If serious misconduct is the cause of the dismissal, the employee will be given the reason for the dismissal and be given a chance to explain his conduct prior to the supervisor making the decision to dismiss him/her. Dismissal actions must be approved by Human Resources and the City Manager.

Appeal Process

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 fifteen (15) 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 (10) 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 960.000 Family and Medical Leave Act (FMLA)

Section 960.100 Scope of Policy

The Family and Medical Leave Act of 1993 (“FMLA”) provides unpaid, job-protected leave to eligible employees for certain family and medical reasons, without loss of health insurance benefits. The existence of this Policy shall not alter or expand the statutory requirements of the FMLA, and application of this Policy is correspondingly limited to those employers and employees who are protected based on the provisions of the FMLA.

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.

POLICY

- 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~~

~~All requests for intermittent or reduced leave schedule for FMLA purposes must be submitted to Human Resources for review.~~

"Active duty or call to active duty status" means a call or order to active duty in support of a contingency operation pursuant to various sections of Title 10 of the United States Code as defined in 29 C.F.R. § 825.800.

"Contingency Operation" means a military operation designated by the Secretary of Defense as one in which Armed Forces members are or may be involved in military actions, operations, or hostilities against an enemy of the U.S. or an opposing military force, or a military operation that results in the call or order to, or retention on, active duty as defined in 29 C.F.R. § 825.800.

~~"Covered military member," means the employee's spouse, son, daughter, or parent on active duty or call to active duty status.~~

"Covered Service member" means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty on active duty.

~~Health-care provider means:~~

~~(1) The FMLA defines health care provider as:~~

~~(i) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; or~~

~~(ii) Any other person determined by the Secretary to be capable of providing health care services.~~

~~(2) Others "capable of providing health care services" include only:~~

~~(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.~~

~~(iv) Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and~~

~~(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.~~

(3) The phrase "authorized to practice in the State" as used in this section means that the provider must be authorized to diagnose and treat physical or mental health conditions.

"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~~

~~**"Outpatient Status," with respect to a covered service member, means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.**~~

"Parent" means a biological parent or one who acted in place of a parent when the employee was a child. The term "Parent" does not include parent "in-law".

"Parent of covered service member" means a biological, adoptive, step or foster parent or any other individual who acted in place of a parent of the covered service member. The term does not include parents "in law."

"Reduced Leave Schedule" is a leave schedule that reduces an employee's usual number of working hours per workweek, or hours per workday. A reduced leave schedule is a change in the employee's schedule for a period of time, normally from full-time to part-time.

"Serious Health Condition" means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider.

"Serious Injury or Illness" means, an injury or illness incurred by a covered service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of the member's office, grade, rank, or rating.

"Son or daughter" means a biological, adopted or foster child, a stepchild, a legal ward, or a child for whom the employee acts as a parent. The son or daughter must be under age 18 or, if the son or daughter is age 18 or older, he/she must be incapable of self-care on a daily basis due to a mental or physical disability.

"Son or daughter of a covered service member" means a covered service member's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered service member acted in the place of a parent, and who is of any age.

~~"Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been~~

~~**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~~

Communicating Eligibility and Rights and Responsibilities

~~An employee is eligible for FMLA leave only if the employee meets all three of the following 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 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. If the employee is ineligible for FMLA leave, the City will inform the employee of at least one reason why he/she is ineligible for FMLA leave (e.g., the employee has not been employed for 12 months).

~~The City's response to the employee's FMLA leave request will establish whether the employee is eligible for FMLA leave and notify the employee of his or her rights and responsibilities under the FMLA.~~

~~member's Rest and Recuperation orders, or other documentation confirming the dates of the member's leave.~~

~~The City may not require second and third opinions or recertification for qualifying exigency leave. When the leave involves meeting with a third party, the City may contact the third party to confirm that the meeting is taking place and the nature of the meeting, but the City will not request additional information. The City also may contact the Department of Defense to verify a military member's covered active duty status.~~

Certification for Serious Injury or Illness of Current Service member for Military Family 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 (ITA) issued to any member of the covered service member's family.~~

~~An authorized health care provider is a:~~

~~United States Department of Defense ("DOD") health care provider;~~

~~(2) United States Department of Veterans Affairs ("VA") health care provider;~~

~~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.~~

Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave

~~The City may require that leave to care for a veteran be supported by a certification completed by an authorized health care provider. An employee may submit a copy of a VASRD rating determination or enrollment documentation~~

Last Updated November 25, 2020 | Page

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~~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 23, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 22, 2018February 13, 2018~~

~~**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:**

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.

Page 37 - Incentive Pay

At the end of each calendar year the City may pay employees incentive pay. Incentive Pay will be based on how well the health plan has performed over the last fiscal year. Pay will be limited to \$300 per fulltime employee and \$150 to part-time employees.

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
<u>A</u>	100%
<u>B</u>	75%
<u>C</u>	50%
<u>Below C</u>	0%

Updates to 2019 Handbook for 2021

Replaced with Page 41, Item H. We have broken out graduate and undergraduate reimbursement rates and added maximum allowable reimbursements per course.

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:

<u>GRADE</u>		<u>REIMBURSEMENT</u>	
<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	

<u>GRADE</u>		<u>REIMBURSEMENT</u>	
<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	



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Proposed Holiday Calendar
AGENDA DATE: 12/08/2020

DATE PREPARED: 11/24/2020
PREPARED BY: Stephanie Rooks

AMOUNT: No Cost,
GL ACCOUNT #: NA

PURPOSE: Proposal of new holiday calendar for CY 2021

BACKGROUND: Each year the City observes 12 paid holidays. The attached calendar will allow our employees to plan for time off.

STAFF RECOMMENDATION: Staff is recommending approval of the 2021 Holiday Calendar

IMPACT: This will allow our employees to plan for their time off.

MOTION: Make a motion to adopt the proposed holiday calendar for Calendar Year 2021

GIL MCDOUGAL, MAYOR
CITY COUNCIL:
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

2021 Holiday Calendar

New Year's Day	Friday	January 1, 2021
Martin Luther King	Monday	January 18, 2021
President's Day	Monday	February 15, 2021
Good Friday	Friday	April 2, 2021
Memorial Day	Monday	May 31, 2021
Independence Day	Monday	July 5, 2021
Labor Day	Monday	September 6, 2021
Veterans Day	Thursday	November 11, 2021
Thanksgiving Day	Thursday	November 25, 2021
Day after Thanksgiving	Friday	November 26, 2021
Christmas Eve	Friday	December 24, 2021
Christmas Day	Monday	December 27, 2021



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Changes to Health Plan Network
AGENDA DATE: 12/08/2020

DATE PREPARED: 11/25/2020
PREPARED BY: Stephanie Rooks

AMOUNT: Information Only
GL ACCOUNT #: NA

PURPOSE: The purpose is to inform council and staff regarding changes to the network with our health plan.

BACKGROUND: This year we added a “full network” to our health plan, by doing this we are hoping to see less balance billing of our employees and adding hospitals to the network.

Northside is still excluded from our network

The result of adding a full network is results in different deductibles, copays, co-insurance and out of pocket maximums for in and out of network providers. Differences are illustrated on the attachment

STAFF RECOMMENDATION:

IMPACT: The addition on the new network will reduce balance billing of our employees

MOTION: No Action Required Information Only



2020 SUMMARY OF BENEFITS

PPO PLAN

Administrator: Allied

Effective: 1/1/21 - 12/31/21

Website: www.alliedbenefit.com

Phone: 800-288-2078



Key Features	What You Pay		
	In-Network		Out-of-Network
Deductible per Calendar Year	\$1,000 Just You \$2,000 You + Family		\$3,000 Just You \$6,000 You + Family
Out-of-Pocket Maximum per Calendar Year	\$6,000 Just You \$12,000 You + Family		\$18,000 Just You \$36,000 You + Family
Co-Insurance	You Pay 20%		You Pay 40%
Physician Services Annual Preventive Care Visit Physician Office Visit Specialist Office Visit Physical & Occupational Therapy Chiropractor Speech Therapy X-Rays / Lab Diagnostics Complex Imaging (MRI, PET, and CT scans)	0%, deductible waived \$0 copay, deductible waived \$15 copay, deductible waived \$15 copay, deductible waived \$15 copay, deductible waived \$15 copay, deductible waived 0%, deductible waived 20%, after deductible		0%, deductible waived 40%, after deductible 40%, after deductible 40%, after deductible 40%, after deductible 40%, after deductible 0%, deductible waived 40%, after deductible
Urgent Care	\$25 Copay		40%, after deductible
Hospital Services	20%, after deductible		40%, after deductible
Emergency Room Services	Copay \$500, Waived if Admitted		Paid Same as in-network
Prescription Drug Services 30-day supply 90-day supply	 Generic \$10 \$25	Brand \$35 \$87.50	Non-Preferred Brand \$60 \$150
Lifetime Maximum	Unlimited		

PPO Network



PHCS
888-733-9582

Your Plan offers enhanced benefits when you choose facilities and physicians that are in the PHCS network. PHCS is a national network with almost 900,000 healthcare providers and hospitals participating.

Teladoc



Teladoc
800-835-2362

Teladoc is an affordable solution to the challenge of healthcare access. We provide you and your family with round-the-clock access to U.S based licensed physicians for telephone consultations. Regardless of your location, you can connect with a doctor in real-time for treatment or diagnosis of common conditions.

Pre-Certification



ALLIED CARE
800-892-1893

Your Plan includes a Pre-Certification Program. Certain services and procedures may require you and your doctor to contact Allied Care. Please refer to your Summary Plan Description for the Pre-Certification requirements.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for engineering services identified as Addendum # 10 to Water Treatment Plant Improvements Proposal dated March 19, 2018 by Carter & Sloope Engineers for Water Main Extension along Liberty Road, across I-20, along Mirror Lake Boulevard, to Conners Road.

AGENDA DATE: December 8, 2020

DATE PREPARED: November 25, 2020

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 43,500.00

GL ACCOUNT #: 505-4440-541450

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? No

PURPOSE: To engage an engineer to perform the following tasks for the water line upgrade:

1. Project Administration & Coordination
2. Field Surveying/Utility Locates
3. Engineering Design
4. Permitting & Approvals
5. Bidding
6. Construction Phase Services/Construction Observation

BACKGROUND: Currently, the existing water lines in the distribution system are not connected from Liberty Road south across I-20 at the Exit 26 Bridge to north along Mirror Lake Boulevard to Conners Road.

STAFF RECOMMENDATION Staff recommends engaging Carter & Sloope Engineers for engineering services for the Water Main Extension along Liberty Road, across I-20, along Mirror Lake Boulevard, to Conners Road in an amount not to exceed \$43,500.00.

IMPACT. Connecting the water lines north and south of I-20 at the Exit 26 Bridge will provide a loop of 10 -12 inch water mains in the system. This will provide greater flow capacity, reliability, and maintain water quality.

MOTION: I make a motion to award the contract to Carter & Sloope Engineers for engineering services for the Water Main Extension along Liberty Road, across I-20, along Mirror Lake Boulevard, to Conners Road in an amount not to exceed \$43,500.00.



August 25, 2020

Mr. Pete Zorbanos
Public Works Director
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 10 to Water Treatment Plant Improvements Proposal
C&S Project No. V8150.001
Water Main Extension Along Liberty Road

Dear Mr. Zorbanos:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 10 to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers additional engineering design, permitting, bidding assistance, and construction phase services including general contract administration and periodic onsite construction observation services for work described as Water Main Extension Along Liberty Road. More specifically, the proposed water main extension is along Liberty Road from Edge Road, across I-20, along Mirror Lake Boulevard to the existing water main located somewhere between Veterans Memorial Highway and Conners Road. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

Phase I: Project Administration & Coordination

C&S will meet with personnel from the *City of Villa Rica* to review the scope of the project, develop a project schedule, and confirm deliverables. We will also gather available information about the project routes and existing features including coordination with the existing utility companies. This preliminary work will also include a site visit to verify existing conditions and fully gain an understanding of the project requirements. During this preliminary phase, C&S will evaluate the permitting requirements based on experience with similar projects and discuss how the necessary permits impact the project timeline with the City.

Phase II: Field Surveying/Utility Locates

C&S will utilize a survey crew to provide a field run, topographic survey of the project route. The survey will include all existing features including roadway, drainage, utilities, right-of-way, and any other pertinent topography required for the plans.

Prior to field survey, C&S will call in all utility locates so they can be accurately surveyed and represented with the rest of the existing features and will conduct thorough research to obtain all available utility documents for the project area. Existing road right-of-ways will also be researched and confirmed by the registered surveyor. It is assumed that the water line will be installed within existing rights-of-way. If any easements are required, this work will be considered additional.

Phase III: Engineering Design

C&S understands that detailed engineering, construction drawings are required to complete this project. Using data gathered during Phase I and II, C&S shall prepare detailed construction drawings for the water line. The construction drawings will include a cover sheet, general layout map, construction plans, and standard details. Construction plans will be generated using AutoCAD Version 2020.

As work progresses, C&S will submit to the City for review and approval 60% and 100% construction drawings. The drawings will show the proposed location of the new water mains and connections to existing or proposed services. In addition, C&S will submit engineering estimates of probable cost with a summary of bid items and address any construction concerns or other key issues with the City.

Phase IV: Permitting and Approvals

Based on experience with similar projects, C&S understands there will be multiple permits and approvals required by state agencies for this project. The proposed improvements will not disturb more than one acre, so a Land Disturbance Permit or NPDES General Permit GAR100002 will not be required. However, best management practices will be incorporated into the plans and specifications.

It is understood that permits will be required for GDOT, EPD, and likely Norfolk Southern Railroad. These permits will be submitted as soon as possible in order to obtain the approval before construction begins. All comments and revisions shall be incorporated into the final construction plans and specifications. Any application fees will be paid by the City.

Based on the current information, it is not expected that a United States Army Corps of Engineers (USACOE) permit and/or a Stream Buffer Variance permit from the GA EPD would be required for this project.

Phase V: Bidding

C&S will assist the Client in advertising and obtaining competitive and qualified bids for the project in accordance with local and State law. The advertisement period shall last a minimum of 30 days and the Client will pay all necessary advertising fees. C&S will provide the Client with the necessary Bidding Documents, which will include two (2) full-size hard copy set of final design Drawings and Specifications to be kept on file during the advertisement period. The client may place a copy of the Advertisement for Bids (Section 00100) on their website during the advertisement period, however, electronic copies of the entire set of Bidding Documents shall not be placed on the Client's website, FTP site or other electronic platform during Bidding for download by bidders or any third party without the Engineer's consent and approval.

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

C&S will attend and manage the Bid Opening, review bids, and prepare a Certified Bid Tabulation. We will provide a Letter of Recommendation to the Client regarding award of the contract as appropriate and assist in assembling and executing the contracts for the Project.

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

Phase VI: Construction Phase Services

1.1 Construction Administration

Management of construction efforts (i.e. "construction management" services) are specifically excluded from our Scope of Work; however, during construction, C&S will provide professional services in the general administration of the construction contract and act as the Client's representative to the extent and limitations of the duties, responsibilities and authority of the Engineer as established in this written Agreement and in the Contract Documents. After the contracts have been executed by all parties, C&S will complete, with reasonable promptness, the following tasks as needed during construction of the project:

- a. Pre-Construction Conference:* Attend and lead one (1) pre-construction conference that will be hosted by the Client at their office and issue a Notice to Proceed to the selected Contractor.
- b. Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which, in the Engineer's judgment, are necessary to enable the Contractor to proceed.
- c. Clarifications and Interpretations (Field Orders):* Respond in writing with reasonable promptness to Requests for Information (RFI's) and issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents and shall be provided as part of the Engineer's Scope of Services; however, if the Contractor's request for information, clarification, or interpretation are, in the Engineer's professional opinion, for information readily apparent from reasonable observation of field conditions or a review of the Contract Documents, or are reasonably inferable there from, the Engineer shall be entitled to compensation for Additional Services for the Engineer's time spent responding to such request provided the Engineer notify Client in advance

that it deems such request to be so apparent, seek compensation for such clarification and interpretation and Client does not timely instruct the Engineer not to undertake the clarification or interpretation. Should the Client agree to reimburse the Engineer for these Additional Services, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.

- d. *Change Orders:* Review and recommend Change Order justifications and prepare change orders to modify the Contract Documents as may be necessary.
- e. *Shop Drawings and Samples:* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- f. *Schedules:* Review and determine the acceptability of schedules which the Contractor is required to develop and submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Substitutes and "or equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor, but subject to the provisions outlined in Additional Services.
- h. *Progress Meetings:* C&S will attend progress meetings at the jobsite as needed, but at a minimum, on a monthly basis. We will prepare meeting agendas, lead the progress meetings and issue meeting minutes for review and approval by the Client and Contractor. We have assumed twelve (12) meetings – one per month as the basis for estimating of fees.
- i. *Applications for Payments:* Based on Engineer's observations as an experienced and qualified professional and on review of Applications for Payment and accompanying supporting documentation:
 - 1) Determine the amount that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Client, based on such observations and review, that, to the best of Engineer's reasonable knowledge, information and belief, Contractor's Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents, to the results of any subsequent tests called for in the Contract Documents, and being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).
 - 2) By recommending any payment to the Contractor, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the

quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed or special inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work beyond the responsibilities specifically assigned to the Engineer in this Agreement. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

- j. Record Drawings:* C&S will prepare and furnish the Client one (1) set of reproducible and one (1) electronic copy in Adobe Acrobat PDF format of the Project Record Drawings showing appropriate record information that is annotated and furnished to us by the Contractor in accordance with the Contract Documents after construction is complete.
- k. Contractor's Completion Documents:* Receive from the Contractor and transmit to the Client operating and maintenance manuals, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, Shop Drawings, Samples and other data, including the annotated Record Documents and Record Drawings which are to be assembled by Contractor and furnished to us.
- l. Substantial Completion:* After receiving notice from Contractor that they consider the entire Work complete and ready for its intended use, we will conduct one (1) pre-final observation in company with the Client and Contractor to observe the Contractor's work to determine if, based on the Engineer's professional opinion and belief and based only on information available at the time of pre-final on-site observation, the Work is substantially complete. If we do not consider the Work substantially complete, we will notify the Contractor in writing giving reasons therefore. If, after considering any objections of Client, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Client and Contractor in accordance with the provisions in the Contract Documents. Attached to the certificate will be a punch-list of items that, in the Engineer's professional opinion, knowledge and belief, are deficient and must be completed or corrected before we recommend final payment be made to the Contractor by the Client. The certificate of Substantial Completion is intended to be interpreted only as an expression of professional opinion and therefore does not constitute an expressed warranty or guarantee.
- m. Final Notice of Acceptability of the Work:* After receiving notice from the Contractor that the punch-list items are completed, we will conduct one (1) final on-site observation

in company with Client and the Contractor to determine if the completed Work of Contractor is acceptable in the Engineer's professional opinion, reasonable knowledge and belief and based only on information available at the time of final on-site observation and to the extent of the services provided by Engineer under this Agreement, so that Engineer may recommend, in writing, final payment to Contractor. We will notify the Contractor and the Client in writing of any particulars in which the final observation reveals that the Work is incomplete or defective.

- n. Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any subcontractors, suppliers, or other individuals or entities performing or furnishing any portions of the Work, or any agents or employees of any of them. The Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents or any laws, codes, rules or regulations.

1.2 On-site Construction Observation:

C&S will provide visits to the Project site at intervals appropriate to the various stages of construction, as Engineer deems necessary, or as otherwise agreed to in writing by the Client and the Engineer, during construction, to observe the progress and quality of Contractor's executed Work. Such visits and observations by Engineer, and/or his representative, if any, are not intended to be an exhaustive check or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections or Special Inspections or tests of Contractor's Work in progress beyond the responsibilities specifically assigned to the Engineer in this Agreement and the Contract Documents, but rather our site visits will be limited to spot checking and similar methods of general observation of the Work based on Engineer's exercise of professional judgment. Based on information obtained during such visits and general observations, Engineer will determine, in general, if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep the Client informed of the progress of the Work. Continuous onsite observation by a Resident Project Representative at the Project site will not be included in our budget, unless requested by the Client and agreed to by the Engineer as Additional Services in accordance with the terms of this Agreement and the Agreement amended accordingly. The purpose of Engineer's visits to, and representative's visits, if any, at the Project site will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. The Engineer and/or his representative will not supervise, direct or have control over Contractor's work during such visits or as a result of such observations of Contractor's Work, nor will we have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor's furnishing and performing the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents. Accordingly, we will neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

- a. Jobsite Safety:* Neither the professional activities of the Engineer, or the presence of the Engineer or its employees and sub-consultants at the construction site / Project site,

shall impose any duty on the Engineer, nor relieve the Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor shall be solely responsible for jobsite safety, and warrants the intent shall be carried out in the Client's contract with the Contractor. The Client also agrees that the Contractor shall defend and indemnify the Client, the Engineer and the Engineer's sub-consultants and they shall be made additional insureds under the Contractor's policies of general liability insurance.

- b. *Inspections and Tests:* The Engineer will require special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.
- c. *Defective Work:* The Engineer will recommend to Client that the Contractor's Work be rejected while it is in progress if, on the basis of Engineer's or his representative's observations, Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents or that it will threaten the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- d. *Disagreements between Client and Contractor:* The Engineer will render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Client or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decision, Engineer shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

<u>Task No.</u>	<u>Description</u>	<u>Fee Basis Basis</u>
1	Engineering Design & Permitting	Lump Sum \$ <u>26,500</u>
2	Bidding	Lump Sum \$ <u>3,000</u>
3	Contract Admin/Construction Observation	Lump Sum \$ <u>14,000</u>

Total Estimated Fee, Task 1-3 = \$43,500

Additional Services

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

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- e. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Client for the Work or a portion thereof.
- f. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
- g. Providing Construction Phase services beyond the construction Contract Times.
- h. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for

- deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- i. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
 - j. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
 - k. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; and services after the award of the Construction Contract in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.
 - l. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
 - m. Reviewing Shop Drawings more than two (2) times as a result of repeated inadequate submissions by Contractor. In such an event, the Engineer shall prepare a Change Order for the Client that will deduct the cost of these Additional Services from the Client's contract with the Contractor.
 - n. Archeological and Historical Preservation consulting;
 - o. Delineating wetlands or flood plain determinations.
 - p. U.S. Army Corps of Engineering Permitting;
 - q. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
 - r. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
 - s. Environmental Surveys including, but not limited to, wetlands, endangered species, cultural resources, historic preservation resources or special sub-consultants for permits; work related to obtaining a NONSI.
 - t. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
 - u. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.
 - v. All permit fees

Hourly Fee Schedule

The hourly fee schedule is reflected in the original proposal letter dated March 19, 2018.

Reimbursable Expenses/Sub-Consultants

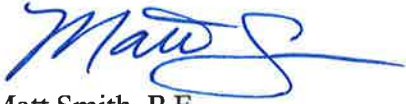
There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees on/or hourly; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants.

If you have any questions or concerns regarding our proposed Scope of Work and/or proposed fee schedule, please contact me. I would welcome the opportunity to discuss this with you. If the Scope of

August 25, 2020

Services is acceptable, please sign, date, and return one (1) copy to us for our files. Once approved, Carter & Sloope can begin work on this project immediately.

Sincerely,



Matt Smith, P.E.

cc: File

Client Acceptance:

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

Signature

Date

Title

TERMS AND CONDITIONS

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

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

3. **Termination:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

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

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

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

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. **Accessibility.** It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. **Specification of Materials.** The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. **Opinions or Estimates of Costs.** If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. **Limit of Liability.** The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or

service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

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

20. Indemnification.

- A. Indemnification of Client: Subject to the provisions and limitations of this Agreement, Engineer agrees to indemnify and hold harmless Client, its shareholders, officers, directors and employees from and against any and all liabilities, damages, expenses (including without limitation reasonable attorney's fees) or other losses (collectively "Losses") to the extent caused by Engineer's negligent performance of its Services under this Agreement.
- B. Indemnification of Engineer: To the extent allowed to a municipality by Georgia law and subject to the provisions and limitations of this Agreement, Client agrees to defend, indemnify and hold harmless Engineer from and against any and all claims by third parties related to services provided by Engineer under this Agreement, and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by Engineer's sole negligence, Client expressly agrees to defend, indemnify and hold harmless Engineer from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.
21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
22. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for engineering services identified as Addendum # 13 to Water Treatment Plant Improvements Proposal dated March 19, 2018 by Carter & Sloope Engineers for Water System Evaluation and Planning for the Avemore Development.

AGENDA DATE: December 8, 2020

DATE PREPARED: November 25, 2020

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 28,000.00

GL ACCOUNT #: 505-4115-521200

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? No

PURPOSE: To engage an engineer to perform the following tasks for the water system evaluation and development planning:

1. Data Collection
2. Engineering Evaluation
3. Recommendations

BACKGROUND: The Avemore Development on 220 acres west of Hwy 61 South will have a substantial impact to this area of the water distribution system and the pressure zone where it is located. The existing water lines may need to be upsized. Also, the Carrollton Road Water Tank will need to be relocated, and a greater capacity water tank constructed.

STAFF RECOMMENDATION Staff recommends engaging Carter & Sloope Engineers for engineering services for the water system evaluation and planning for the Avemore Development in an amount not to exceed \$28,000.00.

IMPACT. The evaluation will identify what water system improvements will be required to supply sufficient water service and fire protection to the proposed Avemore Development, along with other proposed developments planned within this specific pressure zone.

MOTION: I make a motion to award the contract to Carter & Sloope Engineers for engineering services for the water system evaluation and planning for the Avemore Development in an amount not to exceed \$28,000.00.



Carter & Sloope
CONSULTING ENGINEERS

November 23, 2020

Mr. Pete Zorbanos
Public Works Director
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

RE: City of Villa Rica, Georgia
Addendum No. 13 to Water Treatment Plant Improvements Proposal
C&S Project No. V8150.001
Water System Evaluation & Planning for the Avemore Development

Dear Mr. Zorbanos:

Carter & Sloope, Inc. (C&S or Engineer) is pleased to submit this Addendum No. 13 to the Proposal/Scope of Services letter for the referenced project (Project) to provide engineering services to the City of Villa Rica (Client or Owner) for the proposed Water Treatment Plant Improvements (proposal letter originally dated March 19, 2018). This addendum covers additional engineering services for work described as Water System Evaluation & Planning for the Avemore Development. More specifically, the project includes the evaluation of the City's existing water system within the project area and what improvements will be required to supply sufficient domestic water service and fire protection to the proposed Avemore development along with other proposed developments planned within this specific pressure zone. The scope of services described below is based on our understanding of the project from discussions and meetings with Client's personnel.

Scope of Work (Basic Services)

Phase I: Data Collection

C&S will meet with personnel from the *City of Villa Rica* to review the scope of the project, develop a project schedule, and confirm deliverables. We will gather available information about the proposed development from the city and/or developer(s). The City will also need to provide available information on existing system details (including piping, pumping, customer usage, etc.), other proposed developments (residential and/or commercial), and available property where required.

Phase II: Engineering Evaluation

C&S will evaluate the water needs for the proposed Avemore development and determine what improvements will be required to the existing system in order to supply adequate domestic water and fire protection to the development. It is also understood that the developers would like to acquire the existing city tank property and this would likely require the city to construct a new water storage tank in a different location. C&S will evaluate multiple options for locating a new tank of various styles

and sizes along with any piping and/or pumping improvements that would be required. In order to adequately evaluate the multiple options, the existing hydraulic model will need to be updated, errors corrected, and calibration confirmed with the assistance of city personnel.

Phase III: Recommendations

Using the hydraulic model, we will evaluate design alternatives to maximize the hydraulic performance of the distribution system while minimizing capital costs.

Carter & Sloope will compile all of the collected data and model results into a short report or technical memo, which will discuss the results and recommendations. Recommended improvements will address system weaknesses and alternative solutions. Costing data for each solution will be provided along with a recommended priority for implementing any capital improvement projects. C&S will provide separate engineering fee proposals for the design, permitting, bidding, and contract administration/construction review services for the various water system improvement projects that are recommended in the final report/memo.

Fee Basis

We propose to complete our work for Basic Services described herein for the lump sum amounts or hourly, not-to-be exceeded, amounts as scheduled below. Hourly, not-to-exceed amounts shall be determined in accordance with our Hourly Fee Schedule. No fee amount may be exceeded without prior written approval from the Client.

We propose to complete our work for Basic Services described herein on an hourly, not-to-exceed fee of \$28,000.

Additional Services

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

- a. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Client's schedule, character of construction, or method of financing; and revising previously accepted reports, Drawings or Specifications, or other project related documents when such revisions are required by changes in Laws and regulations enacted subsequent to the date of this proposal or are due to any other causes beyond Engineer's control.
- b. Services required as a result of Client providing incomplete or incorrect Project information to Engineer.
- c. Furnishing services of Engineer's Sub-Consultants, if any, for other than Basic Services.
- d. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to construction management, cost estimating, project peer review, value engineering, and constructability review requested by Client; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

- e. Preparing to serve or serving as a consultant or witness for Client in any litigation, arbitration, or other dispute resolution process related to the Project. Preparation time for deposition and trial testimony or arbitration will be charged at hourly rate multiplied by 1.25. Actual time for deposition, trial testimony or arbitration including travel time will be charged at hourly rate multiplied by 2.0. Reimbursable expenses will be charged at actual cost multiplied by 1.15.
- f. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Client and not specifically provided in the Basic Services.
- g. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Client so as to make compensation commensurate with the extent of the Additional Services rendered.
- h. Additional or extended services made necessary by (1) emergencies or acts of God endangering the Work, (2) the presence at the Site of any Hazardous Materials and/or Environmental Conditions (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials), (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
- i. Providing topographic surveys or construction surveys and/or staking to enable Contractor to perform its work and any type of property or boundary surveys or easements or related engineering or surveying services needed for the transfer of interests in real property; and providing other special field surveys not specifically detailed in the Basic Services.
- j. Assistance with funding alternative including, but not limited to, loan/funding applications, grant writing, engineering reports, rates studies, etc. unless specifically included in the Basic Services;
- k. Preparing for and participating in public meetings and/or public hearings unless specifically included in the Basic Services;
- l. Other services performed or furnished by Engineer not otherwise detailed or provided for in this Agreement.

Hourly Fee Schedule

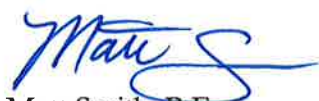
The hourly fee schedule is reflected in the original proposal letter dated March 19, 2018.

Reimbursable Expenses/Sub-Consultants

There are no fees for reimbursable expenses from Carter & Sloope, Inc. for the Basic Services of the Engineer. All costs associated with normal travel, meals, printing/reproduction, etc. are included in our lump sum fees on/or hourly; however, direct reimbursable expenses for Additional Services, if any, including, but not limited to, fees from sub-consultants.

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

Sincerely,



Matt Smith, P.E.

cc: File

Client Acceptance:

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

Signature

Date

Title

TERMS AND CONDITIONS

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

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

3. **Termination:** In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay the Engineer for the services rendered and fees provided in the invoice and all reimbursable expenses incurred by the Engineer, its agents and subcontractors up to the termination date in accordance with the payment provisions of this Agreement. In the event of any termination that is not the fault of the Engineer, the Client shall pay the Engineer, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Engineer in connection with the orderly termination of this Agreement, including but not limited to demobilization, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, to assemble Project Materials in orderly files, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

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

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

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

take no action against or attempt to hold the Engineer liable in any way for carrying out what the Engineer reasonably believes to be its public responsibility. Furthermore, the Client agrees the Engineer shall not be held liable in any respect for reporting said conditions. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its officers, directors, employees and sub-consultants (collectively, Engineer) against all damages, liabilities or costs arising out of or in any way connected with the Engineer's notifying or failing to notify appropriate public officials.

15. Accessibility. It is recognized that the Client has certain obligations under local, state and Federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that Federal accessibility laws and regulations are not part of, or necessarily compatible with, State or local laws, codes and regulations governing construction. Consequently, the Engineer will be unable to make recommendations or professional determinations that will ensure compliance with the Federal accessibility laws and regulations, and the Engineer shall, accordingly, not have any liability to the Client in connection with the same. The Engineer strongly advises the Client to obtain appropriate legal and financial counsel with respect to compliance with the appropriate disability access laws. The Engineer will endeavor to design for accessibility by persons with disabilities in conformance with the provisions and references in applicable State or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of completion of the design to the extent those statutes apply to the Project. The Client will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Engineer with such information. The Client acknowledges that it has been advised by the Engineer to retain a consultant (Accessibility Consultant) to review the project plans, specifications, and construction for compliance with the Americans with Disability Act, the Fair Housing Act, and other Federal, state, and local accessibility laws, rules, codes, ordinances, and regulations (hereinafter referred to as "Accessibility Issues"). If Client fails to retain an Accessibility Consultant, the Client agrees to release defend, indemnify and hold harmless the Engineer, its officers, directors, employees and subconsultants (collectively, Engineer) from any claim, damages, liabilities or costs arising out of or in any way connected with Accessibility Issues.
16. Specification of Materials. The Client understands and agrees that products or building materials that are permissible under current building codes and ordinances may, at some future date, be banned or limited in use in the construction industry because of presently unknown hazardous and/or defective characteristics. The Engineer is only expected to meet current industry standards and may rely on manufacturers' information and representations. The Client agrees that if any product or material specified for this Project by the Engineer shall, at any future date be suspected or discovered to be defective or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Engineer. The Client further agrees that if the Client directs the Engineer to specify any product or material after the Engineer has informed the Client that such product or material may not be suitable or may embody characteristics that are suspected of causing or may cause the product or material to be considered a hazardous substance in the future, the Client waives all claims as a result thereof against the Engineer, and the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising in any way from the specification or use of any products or materials which, at any future date, become known or suspected health or safety hazards
17. Opinions or Estimates of Costs. If included in the Services, the Engineer will provide preliminary opinions of probable costs of materials, installation, remediation or construction and/or total project costs based on the Engineer's experience on similar projects, which are not intended for Client's or others' use in developing firm budgets or financial models, or making investment decisions. Client agrees that any opinion of cost is still merely an estimate.
18. Limit of Liability. The inclusion of this Limitation of Liability provision is a material consideration for the Engineer's willingness to perform the services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that, to the fullest extent permitted by law, Client and Engineer: 1.) waive against each other, and the other's employees, owners, partners, officers, directors, shareholders, agents, insurers, and sub-consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages of any nature whatsoever or claims expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs arising out of, resulting from, or in any way related to the Project; and 2.) **agree that Engineer's total aggregate liability to Client under this Agreement shall be limited to the total amount of compensation received by Engineer on this Project or \$50,000, whichever is greater.** This limitation shall apply to any and all liability regardless of the cause of action or legal theory placed or asserted unless otherwise prohibited by law. Upon Client's request, Engineer may negotiate an increase to this limitation in exchange for an additional agreed consideration for the increased limit. Client and Engineer agree to limit liability to the other in the following respects to the fullest extent permitted by law: Neither party will have liability to the other for any specials, indirect or consequential, incidental, exemplary, or penal losses or damages including, but not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, unavailability of the other party's property or facility, shutdowns or

service interruptions, and any other consequential damages or claims related to the Project that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Engineer shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

19. Insurance. Throughout the term of this Agreement, Engineer shall maintain insurance in amounts not less than shown:
- | | |
|---------------------------|--|
| a) Worker's Compensation | Statutory amount where services are performed |
| b) Automobile | \$1,000,000 combined single limit |
| c) General Liability | \$1,000,000 per occurrence / \$2,000,000 General Aggregate |
| d) Professional Liability | \$1,000,000 per claim and aggregate |
| e) Excess Umbrella | \$5,000,000 on "b" & "c" |

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

20. Indemnification.

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

21. Dispute Resolution. Claims, disputes, and other matters in controversy between Engineer and Client caused by or any way related to this Agreement will be submitted to non-binding mediation as a condition precedent to litigation. The Client and the Engineer further agree to include a similar mediation performed with rules as established by The American Arbitration Association provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements. The cost for mediation including the mediator's fees, reproduction of documents, and miscellaneous out-of-pocket expenses will be borne equally by each party to this Agreement. The laws of the State of Georgia will govern the validity of these terms, their interpretation and performance. Client and Engineer agree that venue for any litigation will be in the courts of the State of Georgia and Engineer and Client both hereby waive any right to initiate any action in or remove any action to, any other jurisdiction.
22. Severability. This agreement reflects the entire agreement of the parties with respect to its terms and supersedes all prior agreements, whether written or oral. If any portion of this Agreement is void or voidable, such portion will be deemed stricken and the Agreement reformed to as closely approximate the stricken portions as the law allows.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency installation of fire hydrants identified as Change Order #1 to the Edge Road Water Main Additions Contract.

AGENDA DATE: December 8, 2020

DATE PREPARED: November 25, 2020

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 48,500.00

GL ACCOUNT #: 505-4440-54150

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? No

PURPOSE: Request for approval of Change Order #1 for the emergency installation of fire hydrants along the length of the Edge Road Water Main Extension during the water line installation.

BACKGROUND: Originally, the Edge Road 12 inch water main extension was designed to be a dedicated transmission line. After the project began, it was determined that it would be more advantageous to install fire hydrants along the length of the water main, spaced at intervals of 500 feet, rather than installing them in the future if the 6 inch water main on the south of Edge Road were to be abandoned.

STAFF RECOMMENDATION Staff recommends approval of Change Order #1 for the emergency installation of fire hydrants along the length of the Edge Road Water Main Extension in the amount of \$ 48,500.00.

IMPACT. The emergency installation of fire hydrants on the 12 inch line spaced at intervals of 500 feet along Edge Road will ultimately result in cost savings, enhanced fire protection, and greater flexibility if the 6 inch water line currently serving this area is discontinued.

MOTION: I make a motion to approve Change Order #1 for the emergency installation of fire hydrants along the length of the Edge Road Water Main Extension in the amount of \$ 48,500.00.



October 6, 2020

Mr. Pete Zorbanos
Utilities Director
185 Barber Industrial Court
Villa Rica, GA 30180

RE: City of Villa Rica – Edge Road Water Main Additions
Change Order No. 1

Dear Mr. Zorbanos,

Falcon Design Consultants, LLC (FDC) has created "Change Order No. 1" to adjust the contract price for the City of Villa Rica's "Edge Road Water Main Additions" project.

This change order will cover the additional cost for the installation of ten fire hydrants which have been added to the project at the request of City staff.

"Change Order No. 1" creates a net increase in the contract price of \$48,500.00. The project's contract amount after this change order will be Six Hundred Seven Thousand One Hundred Forty Dollars (\$607,140.00). Attached is a copy of "Change Order No. 1" for your use.

Should you have any questions, please contact us at 770-389-8666.

Sincerely,

James L. Jones, III, P.E.
Senior Project Manager
Falcon Design Consultants, LLC.

Attachments: Change Order No. 1



Edge Road Water Main Additions

Change Order No. 1

Date of Issuance: October 5, 2020

Effective Date: October 5, 2020

Project: New Water Main Install Owner: City of Villa Rica

Owner's Contract No.:

Contract: Edge Road Water Main Additions

Date of Contract:

Contractor: LCS & Associates, LLC.

Engineer's Project No.: N/A

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Addition of 10 fire hydrants along the project.

Attachments (list documents supporting change):

Support Documentation Worksheet.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

Original Contract Times: 150 Calendar days

\$ 558,640.00

Substantial completion days: 120 Calendar days

Ready for final payment days: 150 Calendar days

Increase of this Change Order:

\$ 48,500.00

Contract Time Change for this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): 0 days

Contract Price incorporating this Change Order:

\$ 607,140.00

Contract Times with all approved Change Orders:

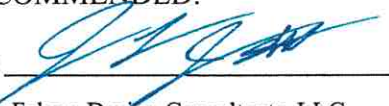
Substantial completion days: 120 Calendar days

Ready for final payment days: 150 Calendar days

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: 
Falcon Design Consultants, LLC

By: _____
City of Villa Rica, GA

By: 
LCS & Associates, LLC.

Date: 10/5/20

Date: _____

Date: 10-05-2020

Project Quantity Tabulation
City of Villa Rica - Edge Road Water Main Additions
Thursday, October 01, 2020

LCS and Associates, LLC.
2030 Oak Grove Road
Carrollton, GA 30117

ITEM NO.:	ESTIMATED QUANTITY	UNITS	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	5450	LF	Water Main 12" DIP, Pressure Class 350	\$ 58.00	\$ 316,100.00
2	380	LF	Water Main 8" DIP, Pressure Class 350	\$ 40.00	\$ 15,200.00
3	40	LF	Water Main 6" DIP, Pressure Class 350	\$ 35.00	\$ 1,400.00
4	3	EA	Valves 12" Gate Valve, MJ x MJ	\$ 2,500.00	\$ 7,500.00
5	3	EA	Valves 8" Gate Valve, MJ x MJ	\$ 1,300.00	\$ 3,900.00
6	1	EA	Valves 6" Gate Valve, MJ x MJ	\$ 950.00	\$ 950.00
7	7	EA	Valve Markers	\$ 25.00	\$ 175.00
8	1600	LB	Ductile Iron Fittings	\$ 4.50	\$ 7,200.00
9	8	EA	DI Restrained Joints - Pipe Gasket 12" (Fast-Grip or equal for DIP inside casing)	\$ 175.00	\$ 1,400.00
10	15	EA	Restrained Joints - Retainer Gland 12" (Megalug or equal)	\$ 150.00	\$ 2,250.00
11	11	EA	Restrained Joints - Retainer Gland 8" (Megalug or equal)	\$ 100.00	\$ 1,100.00
12	4	EA	Restrained Joints - Retainer Gland 6" (Megalug or equal)	\$ 85.00	\$ 340.00
13	2	EA	Connection to Existing Water Main	\$ 2,000.00	\$ 4,000.00
14	500	TON	Stabilizer Stone Type 4 Bedding to be Used Throughout	\$ 40.00	\$ 20,000.00
15	20	CY	Miscellaneous Concrete	\$ 200.00	\$ 4,000.00
16	4	EA	Construction Exit	\$ 1,500.00	\$ 6,000.00
17	19000	SY	Grassing (Seeded/Mulched)	\$ 0.90	\$ 17,100.00
18	5990	LF	Silt Fence (Sd1-S)	\$ 2.50	\$ 14,975.00
19	1	LS	E&S Control Plan; Execution/Administration	\$ 5,000.00	\$ 5,000.00
20	740	SY	Remove and Replace Asphalt Driveway	\$ 60.00	\$ 44,400.00
21	120	SY	Remove and Replace Concrete Driveways	\$ 50.00	\$ 6,000.00
22	1	EA	New Water Meter, Pressure Reducing Valve Assembly and Precast Concrete Vault	\$ 25,000.00	\$ 25,000.00
23	130	LF	Steel Casing 16" 0.375 W.T.	\$ 255.00	\$ 33,150.00
24	15	EA	Casing Spacers in Steel Casing	\$ 100.00	\$ 1,500.00
25	1	LS	Owner Allowances	\$ 20,000.00	\$ 20,000.00
Change Order Items:					
26	10	EA.	Fire Hydrants	\$ 4,850.00	\$ 48,500.00
TOTAL					\$ 607,140.00

Visit us at our Website: <https://falcondesignconsultants.com/>

<image002.jpg>

<200922 - Edge Road WM - Markup.pdf>



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2021 Budget Amendments #3-55
AGENDA DATE: 12-08-2020

DATE PREPARED: 12-07-2020
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. 3-55, 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

CARTER & SLOOPE - LIBERTY ROAD

Source of Funds: Various

Water Main Extension along Liberty Road, across I-20, along Mirror Lake Blvd, to Conners Road.

Item	Account Name	Account Type	Amount
3 505-4440-541450	Water & Sewer Pipeline	Expense	Increase 43,500
4 505-381000	Use of Fund Balance	Fund Balance	Increase 43,500

CARTER & SLOOPE - AVEMORE

Source of Funds: Various

Water System Evaluation and Planning for the Avemore Development.

Item	Account Name	Account Type	Amount
5 505-4115-521200	Professional	Expense	Increase 28,000
6 505-381000	Use of Fund Balance	Fund Balance	Increase 28,000

EDGE RD WATER LINE - HYDRANTS

Source of Funds: Various

Emergency installation of fire hydrants identified as Change Order #1 to the Edge Road Water Main Additions Contract.

Item	Account Name	Account Type	Amount
7 505-4440-541450	Water & Sewer Pipeline	Expense	Increase 48,500
8 505-381000	Use of Fund Balance	Fund Balance	Increase 48,500

ROLLOVER OF CAPITAL PROJECTS

Source of Funds: Fund Balance

In Georgia, capital budgets are project-length. These are the capital projects that were not completed in FY 2020.

Item	Account Name	Account Type	Amount
9 320-5500-542200	Senior Meal Delivery Vehicle	Expense	Increase 22,257
10 320-6120-541300	Audio-Visual for Vplex	Expense	Increase 25,095
11 320-381000	Use of Fund Balance	Fund Balance	Increase 47,352
12 321-1535-542500	Security Upgrade	Expense	Increase 44,355
13 321-3210-542200	Equipment for Police Vehicles	Expense	Increase 20,289
14 321-4110-542500	Electrical for new Plotter	Expense	Increase 2,550
15 321-4110-541300	Public Works Office	Expense	Increase 25,000
16 321-4210-541410	Street Improvements (Carroll)	Expense	Increase 641,301
17 321-4210-541411	Mirror Lake Connector	Expense	Increase 54,270
18 321-4210-542200	Ford F350 Cab and Chassis 4x4	Expense	Increase 55,000
19 321-6110-541320	Doors and Doorframes at Gold Dust	Expense	Increase 60,000
20 321-6120-541300	New Library Sign	Expense	Increase 15,500
21 321-381000	Use of Fund Balance	Fund Balance	Increase 918,265
22 322-3210-542500	Equipment for Police Vehicles	Expense	Increase 16,454
23 322-3520-571000	Fire/EMS to Douglas Co	Expense	Increase 261,852
24 322-4210-541410	Street Improvements (Douglas)	Expense	Increase 670,780
25 322-4330-541440	Wastewater Plant (North)	Expense	Increase 24,305
26 322-6172-541200	Site Improvements PMGM	Expense	Increase 77,485
27 322-381000	Use of Fund Balance	Fund Balance	Increase 1,050,876
28 335-4210-541405	Street Improvements (LMIG)	Expense	Increase 285,133
29 335-381000	Use of Fund Balance	Fund Balance	Increase 285,133

30	350-4210-541404	North Loop	Expense	Increase	173,367
31	350-4210-541400	Traffic Calming	Expense	Increase	28,000
32	350-4210-542500	Radar Sign for Downtown	Expense	Increase	8,650
33	350-4900-541300	Sprinkler Compressors at Avanti	Expense	Increase	7,250
34	350-381000	Use of Fund Balance	Fund Balance	Increase	<u>217,267</u>
35	505-4115-541400	Carter & Sloope - Water Plant	Expense	Increase	432,000
36	505-4115-541400	Carter & Sloope - Water Line Ext	Expense	Increase	45,000
37	505-4115-541400	Carter & Sloope - Highway 78	Expense	Increase	6,750
38	505-4115-541400	Brennan Jones - Survey Van Wert	Expense	Increase	8,200
39	505-4115-521200	Bennan Jones - Lift Stations	Expense	Increase	15,900
40	505-4115-521200	Bennan Jones - Sewer @ Conners/RR	Expense	Increase	4,500
41	505-4330-541400	SCADA Upgrades	Expense	Increase	45,000
42	505-4330-541400	West Plant Upgrades	Expense	Increase	66,000
43	505-4330-541400	Influent Pump Addition	Expense	Increase	85,000
44	505-4420-541210	Lake Cowan Upgrades	Expense	Increase	230,000
45	505-4440-541210	D&C Equipment Storage Bldg	Expense	Increase	133,860
46	505-4440-541450	Hwy 78 Water Main	Expense	Increase	180,000
47	505-4440-541450	Edge Rd Water Main	Expense	Increase	460,880
48	505-4440-542200	Ford F450 XL Chassis - D & C	Expense	Increase	41,647
49	505-381000	Use of Fund Balance	Fund Balance	Increase	<u>1,754,737</u>
50	100-1330-531400	Municode - Codification	Expense	Increase	10,111
51	100-1590-521300	Neptune 360 - Upgraded Software	Expense	Increase	8,895
52	100-7400-521200	Pond & Co - Traffic Study	Expense	Increase	10,210
53	100-6172-521300	Clover System for PMGM	Expense	Increase	3,025
54	100-6120-522310	Norfolk Southern	Expense	Increase	1,080
55	100-381000	Use of Fund Balance	Fund Balance	Increase	<u>33,321</u>



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



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: PROPOSED CITY COUNCIL MEETING SCHEDULE FOR 2021

AGENDA DATE: December 8, 2020

DATE PREPARED: November 24, 2020

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve a schedule for regular City Council meetings in 2021.

BACKGROUND: City Council adopted a hybrid schedule for their regular meetings in 2020. During the first five months of the year meetings were held on the second and fourth Tuesday with a work session at 5:00 pm on the same day. No meeting was scheduled during June, and for the remainder of the year meetings were held once per month on the second Tuesday with a work session at 3:00 pm on the previous Thursday.

STAFF RECOMMENDATION: Staff recommends the City Council try yet another approach during 2021, meeting primarily on the second Tuesday, but with work session at 3:00 pm on the same day as the regular meeting. The exception would be in October, when the meeting would fall on the first Tuesday to avoid conflict with public school fall break.

IMPACT: Holding the work session on the same day as the regular meeting is less disruptive to Councilmember work schedules. Meeting on the second Tuesday of the month avoids several scheduling conflicts, including the Carroll County Commission meeting. Holding work session at 3:00 instead of 5:00 will allow staff the time needed to modify agenda packets prior to the voting session.

MOTION: I move that we approve the attached meeting schedule for calendar year 2021.

2021 CITY COUNCIL MEETING SCHEDULE

<u>DATE</u>	<u>MEETING</u>
January 12, 2021	3:00 PM Work Session 6:00 PM Meeting
February 09, 2021	3:00 PM Work Session 6:00 PM Meeting
March 09, 2021	3:00 PM Work Session 6:00 PM Meeting
April 13, 2021	3:00 PM Work Session 6:00 PM Meeting
May 11, 2021	3:00 PM Work Session 6:00 PM Meeting
June 08, 2021	No Meeting
July 13, 2021	3:00 PM Work Session 6:00 PM Meeting
August 10, 2021	3:00 PM Work Session 6:00 PM Meeting
September 14, 2021	3:00 PM Work Session 6:00 PM Meeting
October 5, 2021	3:00 PM Work Session 6:00 PM Meeting
November 09, 2021	3:00 PM Work Session 6:00 PM Meeting
December 14, 2021	3:00 PM Work Session 6:00 PM Meeting

2020 CITY COUNCIL MEETINGS AND AGENDA DEADLINES

January – December 2020

<u>Date</u>	<u>Meeting</u>	<u>Agenda Deadline</u>
Tues, Jan 28	5:00 Work Session 6:00 Regular Meeting	Thurs, Jan 16 @ 5:00 pm
Tues, Feb 11	5:00 Work Session 6:00 Regular Meeting	Thurs, Jan 30 @ 5:00 pm
Tues, Feb 25	5:00 Work Session 6:00 Regular Meeting	Thurs, Feb 13 @ 5:00 pm
Tues, March 10	5:00 Work Session 6:00 Regular Meeting	Thurs, Feb 27 @ 5:00 pm
Tues, March 24	5:00 Work Session 6:00 Regular Meeting	Thurs, March 12 @ 5:00 pm
Tues, April 14	5:00 Work Session 6:00 Regular Meeting	Thurs, April 2 @ 5:00 pm
Tues, April 28	5:00 Work Session 6:00 Regular Meeting	Thurs, April 16 @ 5:00 pm
Tues, May 12	5:00 Work Session 6:00 Regular Meeting	Thurs, April 30 @ 5:00 pm
Tues, May 26	5:00 Work Session 6:00 Regular Meeting	Thurs, May 14 @ 5:00 pm

NO MEETING IN JUNE

<u>Work Session</u>	<u>Meeting</u>	<u>Agenda Deadline</u>
Thurs, July 9 @ 3 pm	Tues, July 14 @ 6 pm	Thurs, July 2 @ 5 pm
Thurs, Aug 6 @ 3 pm	Tues, Aug 11 @ 6 pm	Thurs, July 30 @ 5 pm
Thurs, Sept 3 @ 3 pm	Tues, Sept 8 @ 6 pm	Thurs, Aug 27 @ 5 pm
Thurs, Oct 8 @ 3 pm	Tues, Oct 13 @ 6 pm	Thurs, Oct 1 @ 5 pm
Thurs, Nov 5 @ 3 pm	Tues, Nov 10 @ 6 pm	Thurs, Oct 29 @ 5 pm
Thurs, Dec 3 @ 3 pm	Tues, Dec 8 @ 6 pm	Wed, Nov 25 @ 12 pm



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment of Members to the Convention & Visitor's Bureau Board

AGENDA DATE: December 8, 2020

DATE PREPARED: November 25, 2020

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To appoint new board members to the Villa Rica Convention & Visitor's Bureau.

BACKGROUND: The DDA/CVB recently voted to separate into two boards. New members need to be appointed by City Council.

STAFF RECOMMENDATION: Staff recommends the appointment of the following:

Melissa Garrett
Debbie Hohenstein
Alyvia Bush
Andy Amin
PG Patel
Tracie Ivey
Carl Peabody

IMPACT:

MOTION: I move to appoint the board members shown on the attached list for the remaining terms specified, effective January 1, 2021.

Recommendations to fill the Villa Rica CVB Board

Effective January 1, 2021

Melissa Garrett replaces Matthew Momtahan, term expires 6/30/2023

Debbie Hohenstein replaces Ellen Wynn McBrayer, term expires 5/31/2022

Alyvia Bush replaces Andy Hill, term expires 3/31/2023

Andy Amin replaces Kimberly Stovall, term expires 3/31/2021

PG Patel replaces Jerry Doyal, term expires 10/07/2021

Tracie Ivey replaces Bill Taylor, term expires 11/25/2023

Carl Peabody fills his current seat, term expires 03/31/2022