

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

City of Villa Rica



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

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

MAYOR & COUNCIL MEETING AGENDA

Holt-Bishop Justice Center, Municipal Courtroom, 101 Main Street
February 9, 2021 | 6:00 PM

Meeting Call to Order (Mayor Gil McDougal)

Invocation

Pledge of Allegiance

Ceremonial Presentations (Mayor & Council)

- Recognition of Employee Anniversaries:

Jason Ira O'Neal - 5 Years of Service (Police Officer)
Thomas Alan Thornhill, Jr. - 5 Years of Service (Police Officer)
Anthony Charles Allen - 5 Years of Service (Police Officer)
Peter F. Zorbanos - 5 Years of Service (Utility Director)
Erin Leigh Lewis - 15 Years of Service (Water Treatment Plant Manager)
Keith Shaddix - 20 Years of Service (Police Captain)
Wendy Baskin - 20 Years of Service (GCIC/TAC Specialist)

State of City Address - Mayor Gil McDougal

Adoption of the Agenda (Mayor Gil McDougal)

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes)

Council Updates (Subjects of General Interest and Concern)

A. Consent Agenda (Mayor Gil McDougal)

- Appointment of Councilman Matthew Momtahan to the Villa Rica Development Authority to Replace Councilman Danny Carter (Term: 02/01/2021 - 01/31/2025)
- Appointment of Councilman Michael Young to the Downtown Development Authority to Replace Councilman Matthew Momtahan (Term: 02/01/2021 - 06/30/2023)
- Appointment of Tom Flowers to the Villa Rica Development Authority to Replace Deborah Matthews (Term: 02/1/2021 - 01/31/2025)
- Reappointments to the Villa Rica Development Authority
 - John Mount (Term: 02/01/2021 - 01/31/2025)
 - Dale Schwarzkoph (Term: 02/01/2021 - 01/31/2025)

5. Reappointment of Cheryl Bell to the Library Advisory Board (Term: 02/09/2021 - 01/31/2023) Evette Bridges, Library Manager
6. Appointment of Nancy Mims to the Library Advisory Board (Term 02/09/2021 - 01/31/2023)
7. Fee Schedule Revision of Mechanical, Electrical and Plumbing Permits MEPs (Bobby Elliott, Director)
8. Relocation of Sanitary Sewer from Existing Library Lift Station to Private Lift Station at Southeastrans' New Facility (Bobby Elliott, Director)
9. Purchase 47 Ballistic Helmets From Safeware
10. Purchase Equipment for Filter Room at Gold Dust Splash Pad
11. Purchase of Shade Structures for Splash Pad at Gold Dust Park
12. Purchase of Metal Shelter for Splash Pad at Gold Dust Park
13. Approve Vendor for Baseball, Softball and Football Athletic Uniforms
14. Approve Vendor for Soccer Athletic Uniforms
15. HVAC Replacement at City Hall (Nic Griffin, Building & Fleet Maintenance Manager)
16. HVAC Replacement at Customer Service (Nic Griffin, Building & Fleet Maintenance Manager)
17. HVAC Replacement at Gold Dust Park (Nic Griffin, Building & Fleet Maintenance Manager)
18. Emergency Replacement of Bay Springs Lift Station Pump #1
19. FY 2021 Budget Amendments - #58-72
20. FY 2020 Budget Amendments - #111-112
21. Write Off Customer Receivables
22. Community Foundation of West Georgia - Designated Pass-Through Fund Agreement
23. Resolution to Indicate Support for Roundabout at Intersection of Hwy 78 and Hwy 61/Industrial Blvd
24. Resolution to Indicate Support for Roundabout at Intersection of Highway 78 and Rocky Branch Road
25. Approval of Street Lights Along Mirror Lake Blvd
26. Three Rivers Commission - Area Agency on Aging Contract for Services

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes
 1. Special Called Council Meeting Minutes of January 8, 2021.
 1. Special Called Villa Rica Public Facilities Authority Meeting Minutes of January 12, 2021.
 2. Council Meeting Minutes of January 12, 2021.

C. Community Development (Bobby Elliott, Director)

1. Amendment to the Villa Rica Zoning Ordinance – Residential Subdivision Design Guidelines and Public Hearing (Chris Montesinos, Deputy Director of Community Development)
2. Amendment to the Villa Rica Sign Ordinance – Suspended Single-Post Signs and Public Hearing (Chris Montesinos, Deputy Director of Community Development)
3. Amendment to the Villa Rica Zoning Ordinance – Postal Service Delivery and Collection Structures and Public Hearing (Chris Montesinos, Deputy Director of Community Development)
4. Update on the Status of the Villa Rica Livable Centers Initiative Study (Chris Montesinos, Deputy Director)

D. Finance (Sarah Andrews, CFO)

1. Financial Update: December 2020

E. City Manager (Tom Barber)

1. Adoption of Resolution to Participate in Debt

Executive Session (David Mecklin, City Attorney)

1. Meeting to discuss or deliberate upon the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a public officer or employee as provided in Georgia Code section 50-14-3(b)(2).

Adjournment



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Library Advisory Board Member/Reinstatement

CITY COUNCIL AGENDA DATE: 2/9/2021

DATE: 1/21/2021

PREPARED BY: Evette Bridges, Library Manager

FISCAL IMPACT: None

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: Adding Cheryl Bell to the Library Advisory Board

BACKGROUND: Ms. Bell initially came to the library as a Friend of the Villa Rica Library and once a position came open with the resignation of Ola McClendon, she applied for and was approved by the City Council to complete the term that ended in 2020.

STAFF RECOMMENDATION: The Library Advisory Board recommends that she is approved for a full term.

IMPACT: Term 2/9/2021-1/31/2024

MOTION: I move to accept Cheryl Bell for a full term as a member of the Villa Rica Library Advisory Board for the Villa Rica Public Library.



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: Cheryl Bell

Occupation: Retired / Community Activist Employer: _____

Home Address: 225 Raleigh Way City: Villa Rica Zip: 30180

Home Phone: (313) 443-7490 Home E-Mail: cherly100@yahoo.com

Work Phone: () Work E-Mail: _____

Cell Phone: (313) 443-7490 Preferred E-Mail: ☐ Home ☐ Work

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

VR CITY HALL
NOV 6 2020 PM 1:59

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Library Advisory
- b) How long have you been a resident of the City of Villa Rica? 6 Years 6 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

Have Appt. has ended and would like to renew.

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☐ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

APPLICANT STATEMENT

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

Cheryl L. Bell
Signature

Cheryl Bell
Printed Name

11/5/2020
Date

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

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

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



CITY OF VILLA RICA

City Council Packet

SUBJECT: New Library Advisory Board Member

CITY COUNCIL AGENDA DATE: 2/9/2021

DATE: 1/21/2021

PREPARED BY: Evette Bridges, Library Manager

FISCAL IMPACT: None

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: To add Nancy Mims to the Library Advisory Board in the vacated position.

BACKGROUND: Frank Pritchett's term ended at the end of December and he elected to leave the position. Mrs. Mims has been a very strong supporter of the library, to the point of being the educator for SAT/ACT English Prep for local students using the library on-line tools and strategies.

STAFF RECOMMENDATION: To add Mrs. Mims to the Library Advisory board

IMPACT: Term 2/9/2021 – 1/31/2023

MOTION: I move to accept Nancy Mims for a full term as a member of the Library Advisory Board for the Villa Rica Public Library.



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

APPLICANT INFORMATION

Applicant Name: Nancy Griffin Mims

Occupation: Retired Professor Employer: _____

Home Address: 17 Hickory Tr. City: Villa Rica Zip: 30180

Home Phone: (678) 941-3243 Home E-Mail: nmims1@gmail.com

Work Phone: () N/A Work E-Mail: N/A

Cell Phone: (678) 670-2490 Preferred E-Mail: ☒ Home ☐ Work

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

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Library
- b) How long have you been a resident of the City of Villa Rica? 30 Years 2 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____
- h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____

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

*I have an interest in preserving documents -
history and literature. Hold BA + Masters in English -
studied two summers at Oxford University (Trinity College)
Medieval + Victorian literature*

- j) Are you willing to be considered for appointment to any of the other Boards or Commissions of the City if a position is not available on the Board or Commission of your first choice? ☒ Yes ☐ No If yes, please list the Boards or Commissions for which you would like to be considered (in order of interest):

maybe in future - P+2

APPLICANT STATEMENT

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

Signature *Nancy G Mims* Printed Name *Nancy G Mims* Date *1/22/2021*

Please return signed application to: Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

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

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



CITY OF VILLA RICA

City Council Packet

SUBJECT: Fee Schedule Revision: Mechanical, Electrical, and Plumbing permits (MEPs)

CITY COUNCIL AGENDA DATE: February 9, 2021

DATE: January 28, 2021

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

FISCAL IMPACT:

ANNUAL –

CAPITAL –

OTHER –

FUNDING SOURCE: Developers and Home Builders

PURPOSE: The purpose of this agenda item is to recommend revising the fee schedules as pertaining to the MEPs associated with new residential and commercial construction.

BACKGROUND: The current schedules for MEPs are set up as follows:

Electrical: Residential - \$45.00 for the first 200-amp service and \$15.00 for each additional 200 amps.

Commercial - \$55.00 for the first 200- amp service and \$25.00 for each additional 200 amps.

Mechanicals (HVAC): Residential- \$45.00 for the first 100,000 BTU and/or 5-ton heat pump, plus \$20.00 for each additional 50,000 BTU heat pump or fraction thereof.

Commercial and Industrial- \$55.00 initial fee for issuing each permit, plus \$5.00 for each additional \$1,000 or fraction thereof, of valuation of the installation.

Plumbing: Residential - \$45.00 for the first twelve fixtures or traps plus \$5.00 for each additional fixture or trap thereafter.

Commercial and Industrial - \$55.00 initial fee for issuing each permit, plus \$5.00 for each fixture or trap.

Fire Protection - \$0.25 for each sprinkler head with minimum permit fee of \$45.00.

STAFF RECOMMENDATION: The staff recommendation is to itemize all three schedules to be more inclusive with the industry today. Included in the packet for City Council is a recommendation of fee charges for mechanical, electrical and plumbing that resulted from researching fee schedules from six city/county building departments. It is staff recommendation that these fee schedules be adopted.

IMPACT: The increased fee schedules will result in a modest increase for residential home construction in the amount of approximately \$250 per permitted home. The Commercial and Industrial side will result in an increase of approximately 50% depending on the size and type of development.

MOTION: I move to adopt the revised fee schedules for Mechanical, Electrical and Plumbing permits based on the attached schedules as recommended by staff.



(Do not write in this space)

Permit # _____

Date: _____

Application for Electrical Permit

Minimum Permit Fee: Residential - \$50.00

Commercial - \$100.00

All applicable blanks must be filled in – NO PO Box Addresses- Please Print Legibly
Work proposed in this application is: ☐ Residential 1&2 Family Dwelling/Townhouse

☐ Commercial Construction

☐ New Structure ☐ Addition ☐ Alteration ☐ Repair

Subdivision: _____ Project: _____

Work Site Address: _____ Lot#/Suite#: _____

General Contractor: _____ Building Permit # _____

Electrical Contractor Information

Company: _____ Contact No. _____

Street Address: _____ Suite # _____

City _____ State _____ Zip Code _____

Business Registration No. _____ Where Issued: _____ Expires: _____

Ga Card No _____ Class _____ Expires: _____ Card Holder: _____

Item	No	Fee	Total	Item	No	Fee	Total	Item	No	Fee	Total
Temporary Pole		40.00		Dishwasher/ Disposal Units		2.50		Swimming Pools Less Than 1hp		1.50	
100 AMPS		5.00		Range surface/ Oven Units ea. Unit		5.00		Swimming Pools 1 to 5 hp		3.00	
125-200 AMPS		10.00		Combined Electric Ranges		6.00		5.5 to 10 HP		5.00	
201-400 AMPS		15.00		Transformers, Heaters Furnaces & Appliances 1.0 to 7.5 KW		3.00		Motors 10.5-20 HP		20.00	
401-600 AMPS		25.00		7.6 to 10 KW		6.00		20.5 & Above		30.00	
800 AMPS & UP		35.00+.05 per amp over		10.1 to 15KW		7.50		Low Voltage Drops (telephones, cable, Alarm systems, etc.)		.30	
Residential Outlets & switches		.25		15.1 to 20 KW		10.00		Flood Lights (300w & over)		1.00	
Commercial Outlets & switches		.50		Above 20KW		15.00					
Fixtures Residential Commercial		.35		Gasoline Dispensing Pump (Lamp & Motor)		10.00					
Air Conditioning		7.00		Fixed Gas & Oil Furnaces/Htrs		3.00					
Water Heater/Close Dryer		5.00		Min Fee/Sign & Festoon Lighting		10.00		Permit Total \$			

This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if construction or work is suspended or abandoned for a period of one (1) year at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and Ordinances Governing this type of work will be complied with whether specified herein or not the granting of permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or performance of construction.

Signature of Master Electrician _____

Date _____

Print or type Name _____



(Do not write in this space)

Permit # _____

Date: _____

Application for Mechanical Permit

Minimum Permit Fee: Residential - \$50.00

Commercial - \$100.00

All applicable blanks must be filled in – NO PO Box Addresses- Please Print Legibly
Work proposed in this application is: ☐ Residential 1&2 Family Dwelling/Townhouse

☐ Commercial Construction

☐ New Structure ☐ Addition ☐ Alteration ☐ Repair

Subdivision: _____ Project: _____

Work Site Address: _____ Lot#/Suite#: _____

General Contractor/Owner: _____ Building Permit # _____

Mechanical Contractor Information

Company: _____ Contact No. _____

Street Address: _____ Suite # _____

City _____ State _____ Zip Code _____

Business Registration No. _____ Where Issued: _____ Expires: _____

Ga Card No _____ Class _____ Expires: _____ Card Holder: _____

Item	No	Fee	Total	Item	No	Fee	Total	Item	No	Fee	Total
Furnace: 0-100 BTU		15.00		Gas Line: Cu FT/HR 200 or Less		5.00		Heat Strips: 0-5 KW		15.00	
101-126,000 BTU		25.00		201 – 500		8.00		5.1-7.5 KW		17.50	
186-218,000 BTU		30.00		501 – 1,000		10.00		7.6-10 KW		20.00	
Air Conditioner: 2 Ton		10.00		1,001 – 1,750		15.00		10.1-15 KW		22.50	
3 Ton		15.00		1,751 – 5,000		20.00		15.1-20 KW		25.00	
5 Ton		20.00		5,001 – 7,500		25.00		20.1 & Above		35.00	
10 Ton		40.00		7,500 – 10,000		30.00		Dryer Vents		5.00	
Motor: 1-5 HP		10.00		10,001 – 22,000		35.00		Ventilation Hoods		5.00	
5 HP & Above		20.00		22,001 – 45,000		45.00		Misc. Ductwork Sys.		40.00	
Ventilation Fans: Up to 1 HP		3.00		45,001 – 100,000		65.00					
Over 1 HP		7.00		Over 100,001		75.00		Permit Total \$			

This permit becomes null and void if work or construction authorized is not commenced within six (6) months, or if construction or work is suspended or abandoned for a period of one (1) year at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and Ordinances Governing this type of work will be complied with whether specified herein or not the granting of permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or performance of construction.

Signature of Licensed Conditioned Air Contractor

Date

Print or type Name

Villa Rica, Georgia 30180



CITY OF VILLA RICA

City Council Packet

SUBJECT: Villa Rica Library Sanitary Sewer Relocation

CITY COUNCIL AGENDA DATE: February 9, 2021

DATE: February 2, 2021

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

FISCAL IMPACT:

ANNUAL –

CAPITAL –

OTHER – Sanitary Sewer Maintenance Item

FUNDING SOURCE: Water and Sewer System (GL 505-4440-541450)

PURPOSE: To relocate the sanitary sewer from the existing lift station at the library over to the private lift station at Southeastrans' new facility.

BACKGROUND: In order for the Southeastrans' facility to utilize a City-owned lift station force main, we have an opportunity to remove the small sanitary sewer lift station that serves the library by connecting gravity sewer from the library station over to the new Southeastrans' lift station. The Southeastrans' sanitary sewer will then connect to the library force main that connects to gravity sewer on the north side of Hwy 61. This will completely eliminate the need for a lift station at the library. The pipeline contractor, Thompson Grading and Clearing from Carrollton, is presently performing the work for Southeastrans and has quoted us a price of \$21,700 to perform this work. The existing library lift station will be saved for reuse elsewhere in our system if needed.

STAFF RECOMMENDATION: Staff feels that this price quotation is a fair amount and somewhat less than if we bid it out due to the fact that this contractor is already working on the site. Approval is recommended.

IMPACT: Budgeted Item

MOTION: I move to approve the price quotation from Thompson Grading and Clearing in the amount of \$21,700 to remove the lift station at the Villa Rica library and connect the sewer by gravity over to the lift station at Southeastrans.



Thompson Grading and Clearing
Carrollton, GA
Trey Barnard
Mobile: (229) 220-6049
E-Mail: trey@thompsongrading.com

2/2/2021

**VILLA RICA LIBRARY SANITARY SEWER
BID SCHEDULE OF VALUES
SITEWORK IMPROVEMENTS**

ITEM NUMBER	DESCRIPTION OF WORK	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	TOTAL PRICE
1	PAYMENT & PERFORMANCE BOND					EXCLUDED
2	REMOVAL OF EXISTING LIFT STATION					\$ 4,300.00
	PUMP OUT EXISTING LIFT STATION	1	LS	\$ 1,500.00	\$ 1,500.00	
	REMOVAL OF EXISTING LIFT STATION	1	LS	\$ 2,800.00	\$ 2,800.00	
3	GRAVITY SEWER LINE					\$ 14,900.00
	PIPE, 6" SDR 35	150	LF	\$ 34.00	\$ 5,100.00	
	CLEAN OUTS, 6"	2	EA	\$ 1,000.00	\$ 2,000.00	
	BEDDING STONE	40	TN	\$ 30.00	\$ 1,200.00	
	TIE IN TO EXISTING LINE	1	EA	\$ 1,800.00	\$ 1,800.00	
	CORE & BOOT, 6"	1	EA	\$ 1,800.00	\$ 1,800.00	
	TESTING	150	LF	\$ 20.00	\$ 3,000.00	
4	LANDSCAPING					\$ 2,500.00
	CLEAR, GRUBB & GRIND	1	LS	\$ 2,500.00	\$ 2,500.00	

TOTAL BID - CLASSIFIED EXCAVATION: \$ 21,700.00

Pricing based upon project civil plan drawing set dated ...

Exclusions:

- 1) TGC has priced a classified site condition and excludes the following items from this proposal:
 - Mass Rock
 - Trench Rock
 - Rip Rock
 - Mechanical or Chemical Drying of Soils
 - Import or Export of Material
 - Screening of Material
 - Surcharging
 - Undercutting
 - Stabilization Stone
 - Stabilization Fabric
 - French Drains
 - Groundwater Control for Other Scopes
- 2) TGC has included a balanced site. All import or export is excluded.
- 3) Proposal is all inclusive and TGC shall reserve the right to reprice if scope is removed or added.
- 4) Pricing is good for 30 days.
- 5) Pricing is based on standard 5 day/10 hour work week with Saturday as potential makeup days.
- 6) TGC can provide Labor and Equipment rates upon request.
- 7) Price is based on all working ground surfaces supporting conventional earthmoving equipment.
- 8) This proposal assumes on site soils are suitable for use as fill.
- 9) Survey and As-builts are priced for TGC scope of work only.
- 10) Erosion Maintenance after TGC demobilizes is excluded and assumed by others.
- 11) Utilities terminate 5' outside building.
- 12) TGC shall not be responsible for damaged subgrade, or other work, caused by others and/or major rain events causing
- 13) TGC excludes handling or disposal of spoils generated by others.
- 14) Geotechnical testing and NPDES Monitoring and Sampling are excluded.
- 15) Delays caused by others, due to no fault of our own, shall be subject to potential back charges for down-time / Standby time, and/or request for extended days.
- 16) Items not specified in attached scope breakdown/bid proposal are excluded. Including the following:
 - Permits & Fees
 - Impact Fees
 - Meter & Tap Fees
 - Sanitary Sewer Tap/Impact Fees
 - Temporary or Permanent fencing
 - Pedestrian Barricades
 - Temporary or Permanent Striping and Signage
 - Temporary Office Trailer

- Liquidated Damages
- Bollards
- Wheel stops
- Concrete Pavements
- Handicap Ramps
- Sidewalk Excavation/ Installation/ Backfill
- Throats & Tops
- Building Connections
- Dumpster Drains
- Fire Flow Testing of Fire Hydrants
- Roof Drains and Roof Drain Connections
- Utility Disconnections
- Utility Relocations
- Utility Sleeveing
- Rock Bores
- Handrails

- Temporary Parking or Laydown Area
- Temporary Utilities
- Portable Toilets
- Septic Tank Pumping & Removal
- Erosion Control Items Not Specifically Listed
- Tire Washing Station
- Concrete Washout Installation and Maintenance
- Site Lighting
- Landscaping
- Traffic Control for Others Scope
- Irrigation System
- Arborist Fees
- Hazardous Material Removal & Disposal
- Night Work
- Guardrail

P&P Bond is excluded. Add 1.5% to contract amount

Signed:



Trey Barnard, Estimator/Project Manager
Thompson Grading and Clearing, Inc
2668 GA HWY 166W
Carrollton, GA 30117
Mobile: (229) 220-6049
E-Mail: trey@thompsongrading.com

Date:

2/2/2021



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Ballistic helmets – Safeware

AGENDA DATE: 02/09/2021

DATE PREPARED: 01/22/2021

PREPARED BY: Chief Michael P. Mansour

AMOUNT: \$12,650.00

GL ACCOUNT #: 100-3210-531600

FUNDING SOURCE: General Fund (fundraiser)

BUDGETED ITEM? No

PURPOSE: To equip each full time sworn officer with ballistic helmets as part of the active-shooter response equipment package. These helmets will be utilized during times of enhanced/known threats of gunfire or other prominent officer safety concerns.

BACKGROUND: As active shooter incidents and enhanced threats against law enforcement officers have become more frequent, the need to equip officers with additional protective gear is a worthy goal. VRPD began a fundraising effort in late 2019 to work towards this objective. Those efforts have resulted in sufficient funds to complete this purchase.

STAFF RECOMMENDATION: We recommend that you allow the police department to purchase the equipment through Safeware. Safeware offers a ballistic helmet in keeping with industry standards in appearance and function for ballistic protection.

IMPACT: This purchase will provide full time sworn officers with helmets capable of enhancing their personal safety and allow for greater operational capability of VRPD officers.

MOTION: I move to allow the police department to purchase 47 ballistic helmets from Safeware for the amount of \$12,650.00 utilizing a portion of the fundraiser money.



QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1776341	
Order Date	Page
1/15/2021 09:28:42	1 of 2

Quote Expires On 1/29/2021

Bill To: **Customer ID:** 117152
Villa Rica Police Department
101 Main Street
Villa Rica, GA 30180

Ship To:
Villa Rica Police Department
101 Main Street
Villa Rica, GA 30180

678-796-3643

Requested By: Lt Hunter Ethredge

PO Number					Taker		Email	
Quote: USI					Angela Perkins		aperkins@safewareinc.com	
Freight Terms					Phone		Fax	
Freight Paid					804-236-0579		804-236-0429	
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size		
1.00	0.00	1.00	EA		CANDERSON	EA	0.00	0.00
			1.0		For questions regarding this proposal please contact: Clint Anderson Southeast Branch Director Cell: 678-725-7687 Office: 800-282-4782 Email: canderson@safewareinc.com	1.0		
1.00	0.00	1.00	EA		USI ACH-MICH LE -MIDCUT-BLKSM	EA	275.00	275.00
			1.0		ACH-MICH LE - MID CUT - Black - Small Helmet- Black - LEVEL IIIA	1.0		
15.00	0.00	15.00	EA		USI ACH-MICH LE -MIDCUT-BLKMD	EA	275.00	4,125.00
			1.0		ACH-MICH LE - MID CUT - Black - Medium Helmet- Black - LEVEL IIIA	1.0		
27.00	0.00	27.00	EA		USI ACH-MICH LE -MIDCUT-BLKLG	EA	275.00	7,425.00
			1.0		ACH-MICH LE - MID CUT - Black - Large Helmet- Black - LEVEL IIIA	1.0		
3.00	0.00	3.00	EA		USI ACH-MICH LE -MIDCUT-BLKXLG	EA	275.00	825.00
			1.0		ACH-MICH LE - MID CUT - Black - X-Large Helmet- Black - LEVEL IIIA	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
			1.0		OMNIA Contract #4400008468	1.0		



QUOTATION

510 Eastpark Court
Suite # 120
Sandston, VA 23150
804-236-0579
www.safewareinc.com

Order Number	
1776341	
Order Date	Page
1/15/2021 09:28:42	2 of 2

Quote Expires On 1/29/2021

Quantities					Item ID	Pricing	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	UOM Unit Size		

Public Safety and Emergency Preparedness
Standard freight within continental US is paid, all
HAZMAT or expedited freight will be billed.
*Agency must be registered with OMNIA at
www.omniapartners.com/publicsector

Total Lines: 6

SUB-TOTAL: 12,650.00

TAX: 0.00

AMOUNT DUE: 12,650.00

Actual freight added per freight terms



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of Equipment for Filter Room at Gold Dust Splash Pad

AGENDA DATE: February 09, 2021

DATE PREPARED: January 19, 2021

PREPARED BY: Tom Barber

AMOUNT: \$19,430

GL ACCOUNT #: 321-6110-541220

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To approve the purchase of filter room equipment from Aquatic Consulting and Equipment for the splash pad at Gold Dust Park.

BACKGROUND: The City is constructing a splash pad at Gold Dust Park. The acquisition of equipment is the City's responsibility to avoid the payment of sales tax and contractor's markup. Three bids were obtained. One was unresponsive. The lowest responsive bid came from Aquatic Consulting and Equipment for \$38,865. The second bid was \$43,825 from DC Pool Service. The bid from Vortex did not cover all of the requested equipment. On February 4 the City's consultant removed the UV system from the bid configuration, lowering the cost to \$19,430.

STAFF RECOMMENDATION: Staff recommends we award the contract to Aquatic Consulting and Equipment for \$19,430.

IMPACT: Making this purchase directly will eliminate the cost of sales tax and contractor's markup.

MOTION: I move to authorize the purchase of filter room equipment from Aquatic Consulting and Equipment for \$19,430.

Account Name	The Town of Villa Rica, GA	Created Date	18/12/2020
Project Name	Gold Dust Park, GA	Quote Number	00029749
Project ID	35320	Quote Name	Version C - Filtration only
Contact Name	Bob McCallister	Prepared By	Genevieve Dumas
Phone	(678) 485-5908	Email	gdumas@vortex-intl.com
Email	bobmccallister.aquatic@yahoo.com		

Item No.	Product Description	Sales Price	Quantity	Total Sales Price
8536.0000R01	CUSTOM FEATURE- see description below- 02	USD 20,455.00	1.00	20,455.00
00029129	WQMS Modular Double Loop Feature Pump Module 33920.0179SCH80R01 Manifold Module 33921.0080SCH80R01 Solenoid Module 33921.8000SCH80R01 X17 Filtration Module 33927.0258R01SCH80 Controller Module Maestro 33923.4010R02 Power on site TBD Purify package WF-115-3-N, 242/211 GPM 208-230V 1PH 60Hz, 3" piping, SCH80	USD 84,515.00	1.00	84,515.00
44100.0000R01	ABOVE GROUND CHEMICAL RESERVOIR-50 GALLONS	USD 950.00	1.00	950.00

Custom Product Information

Product Description Custom feature no.2: Water containment system, double loop, floating skimmer, filter return manifold, 4" drain, SCH80 VOR-5312.0026SCH80R01

Terms & Totals

Field Credit Terms	30% Deposit - Balance prior to Shipment	Subtotal	USD 105,920.00
Ship Via	Best Way	Start-up Service	USD 3,500.00
		Freight	USD 3,090.00
		Embed Freight	USD 1,670.00
		Packaging	USD 1,400.00
		Grand Total	115,580.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections
Excludes: Unloading, storage, installation, fees and permits, taxes, Health Department approval, electrical, site work, surfacing, stamped drawings, OHSA paper work, anything not specifically included

Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply. Taxes not included, and will be invoiced if applicable. In the event of non-payment, Vortex Aquatic Structures

QUOTATION



above.

Material Handling: Equipment may be required for off loading.

Deposit: Should a deposit be required, production begins upon receipt of the deposit.

Taxes: All applicable taxes are the responsibility of the purchaser

Warranty: See standard Vortex Aquatic Structures International warranty for full detail.

International reserves the right to cease manufacturing or shipping until such payments with penalties, if any, is made by the purchaser with no liability on the part of Vortex Aquatic Structures International. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures International shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.

Vortex USA Inc.
1420 Valwood Parkway Suite 205, Carrollton, TX 75006
Tel: +1-(877) 586-7839 Fax: (972) 410-3697
Email: sfax@vortex-intl.com
Web: www.vortex-intl.com

Enquire about our cooperative purchasing programs!





Bob McCallister
Aquatic Consultant

City of Villa Rica Splash Pad at Gold Dust Park
Filter Room Equipment Quote

The following list is the equipment that the City of Villa Rica intends to purchase and supply for the project listed above. The Splash Pad spray features are provided by Vortex. Any equipment required for the proper functioning of this Splash Pad project will be the responsibility of the project's General Contractor Scott Singleton, ICAN, Inc.

Villa Rica Splash Pad filter room equipment is based upon specifications provided by Vortex and/or the City's RFP requirements for this project. The water spray features sizing of the equipment is based on 135 GPM.

	<u>Line Item Quote</u>
1. <u>FILTER</u> Neptune Benson Legacy filter, 48" with a 3" Multiport valve, 11.8sq.ft. filter area	\$5,110
2. <u>PUMP RECIRCULATION</u> Pentair Whisperflow 3hp, TEFC, 3 phase	\$1,435
3. <u>PUMP FEATURE</u> Pentair EQ Pump, 5hp 3 phase with Strainer, TEFC	\$5,480
4. <u>AUTOMATED CONTROLLER</u> Prominent DCM 200 Complete with pH and ORP sensors, flow cell mounted on a PVC Backboard	\$2,970
5. <u>CHLORINE SYSTEM</u> Pulsar Infinity feeder with solenoid kit Note: Feeder only uses Infinity tablets	\$825
6. <u>PH CONTROL/ACID FEED</u> Prominent Concept liquid feed pump Model # 0704	\$490
7. <u>PH CONTROL</u> Neptune Benson Low output CO2 feeder with Injector	\$575



City of Villa Rica Filter Room Equipment Quote

8. **VARIABLE FREQUENCY DRIVE FOR FEATURE**

ABB 5 hp VFD, with disconnect and bypass,
NEMA 1, 208V, 3 phase

\$2,430

9. **GAUGES**

Pressure and Vacuum gauges with
2 1/2" face liquid filled, snubber

\$140

10. **FLOWMETER**

Signet Magmeter with flow monitor and 3" saddle

\$1,210

Line Items 1 – 10 Sub-Total: \$20,665

Freight Estimate \$ 825

Line Items 1-10 Total \$21,490

Optional Alternate Quote:

11. **UV SYSTEM**

ETS Wafer style UV, WF-115-3, 208-240V
with 3" stainless steel chamber and connections

\$22,230

Freight Estimate

\$ 125

Alternate Total: \$22,335

Quote Submitted By

Name of Company: DC Pool Service

Address of Company: 1359 Lochstone Drive

Powder Springs, GA 30127

Contact Person: David Clouser

Contact Information: 770-262-0092

dcpoolservice@yahoo.com

Authorized Signature: _____

 1/14/20

Date

Return Quote to:

Aquatic Consultant, Bob McCallister LLC

Email to: bobmccallister.aquatic@yahoo.com



AQUATIC CONSULTING & EQUIPMENT, INC.

TO: Bob McCallister
FROM: Brad Bachman- Aquatic Consulting and Equipment
DATE: December 10, 2020, **REVISED February 4th**

RE: Villa Rica Equipment

Per your request, I would like to quote the following equipment for the new Villa Rica Splash Pad. I will base the sizing of the equipment based on 135 GPM.

1. **FILTER**- Neptune Benson Legacy filter, 48" with a 3" Multiport valve, 11.8 sqft filter area- \$4,920
2. **PUMP RECIRCULATION**- Pentair Whisperflow WFK-8, 2hp, Super Duty, 3 phase- \$1,035
3. **PUMP FEATURE** - Pentair EQ Pump, 5hp 3 phase WITH Strainer, TEFC- \$5,010
4. **AUTOMATED CONTROLLER**- Prominent DCM 200 Complete with pH and ORP sensors, flow cell mounted on a PVC Backboard- \$2,810
5. **CHLORINE SYSTEM**-
 - a. Pulsar Infinity feeder with solenoid kit- \$690
NOTE THIS FEEDER USE INFINITY TABS)
6. **PH CONTROL/ ACID FEED**- Prominent Concept liquid feed pump Model # 0704- \$460
7. **PH CONTROL**- Neptune Benson Low output CO2 feeder with Injector- \$525
8. **VARIABLE FREQUENCY DRIVE FOR FEATURE**- ABB 5 hp VFD, with disconnect and by pass, NEMA 1, 208V, 3 phase- \$1,985
9. **GAUGES**- pressure and vacuum gauges with 2 1/2" face liquid filled, snubber- \$130
10. **FLOWMETER**- Signet magmeter with flow monitor and 3" saddle- \$1,040

Line Items 1 – 10 Subtotal	\$18,605
FREIGHT ESTIMATE	\$ 825
Line Items 1 -10 Total	\$ 19,430

Aquatic Consulting and Equipment, Inc
905 Nightingale Walk
Suite B
Alpharetta, GA 30022



AQUATIC CONSULTING & EQUIPMENT, INC.

Omit This Item From Order

OPTION - UV SYSTEM- ETS Wafer style UV, WF-115-3, 208-240V with 3” stainless steel chamber and connections- \$19,110

FREIGHT ESTIMATE- \$125

Please review and call with any questions.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of Shade Structures for Splash Pad at Gold Dust Park

AGENDA DATE: February 09, 2021

DATE PREPARED: January 26, 2021

PREPARED BY: Tom Barber

AMOUNT: \$18,511.66

GL ACCOUNT #: 321-6110-541220

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To approve the purchase of shade structures for the Splash Pad at Gold Dust Park.

BACKGROUND: City Council has approved the construction of a Splash Pad, Restroom Building, and Pavilion at Gold Dust Park. Staff recommends the direct purchase of the shade structures to eliminate the cost of sales tax and the contractor's markup. Bliss Products submitted the low bid at a cost of \$18,511.66. Shade America, Inc. bid \$20,250.00.

STAFF RECOMMENDATION: Staff recommends the purchase of shade structures from Bliss Products.

IMPACT:

MOTION: I move to authorize the City Manager to purchase four shade structures from Bliss Products for \$18,511.66.



Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **54524**

Sales Rep: Adam Schmansky
adam@blissproducts.com
C: (248) 882-0567

City of Villa Rica

Date 1/19/2021 **Project** Splash Pad - Shades

Bill To
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA, 30180

Ship To
City of Villa Rica

Contact
Bob McCallister

Approximate Ship Date

Ship Via

Terms
Payment Due Upon Delivery

Vendor	Part #	Description	Qty	Unit Price	Extended Price
SII		(Qty 4) 16 x 10 x 8 Hanging Cantilever Shade Embedded Footing per engineer specification Note: These can be upgraded to 6" Sub-surface mounts for \$580 total for all four.	1	\$17,411.20	\$17,411.20
SII		PC of America Discount	1	\$-870.56	\$-870.56
SII		Engineering - Adds 2 wks to lead time - required for permitting only	1	\$700.00	\$700.00
Note:		To purchase using the PCA contract, the PCA contract number must be on your purchase order as shown here: PCA Contract #OD-315-20.			

Sub Total \$17,240.64
Freight 1,271.02
Tax 0.00

Taxable Subtotal \$18,511.66

Financing as low as **\$449.83** / month may be available
pending credit approval.

Grand Total \$18,511.66

Quote valid for 30 days unless otherwise noted.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>

Shade America, Inc.
 3604 Harbor Drive
 Saint Augustine, FL 32084
 US
 (904)217-0516
 sholton.shadeamerica@outlook.com
<http://www.shadeamerica.com>



Estimate 2282

ADDRESS

Bob MCallister
 Aquatic
 For: City of Villa Rica

DATE
 01/15/2021

TOTAL
 \$20,250.00

ACTIVITY	QTY	RATE	AMOUNT
Materials	4	4,750.00	19,000.00
Materials Only for (4) 16' x 10' Hanging Cantilever Hip Design Shade Structures			
Shipping	1	1,250.00	1,250.00
Shipping			

This proposal is valid for 30 days. All discounts reflected here will apply.

50% deposit is required with order and balance is due upon installation.

Shade will be installed within 4-6 weeks from deposit receipt and signed purchase order/proposal. All materials will remain the property of Shade America, Inc. until balance is paid.

Shade America, inc. will make every effort to insure that underground cables or pipes are not damaged when digging foundations. It is the customer's responsibility to advise of such obstacles prior to job start and to cover costs associated with removal and/or relocating.

TOTAL

\$20,250.00

THANK YOU.

50% DEPOSIT REQUIRED

Accepted By

Accepted Date



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Purchase of Metal Shelter for Splash Pad at Gold Dust Park

AGENDA DATE: February 09, 2021

DATE PREPARED: January 26, 2021

PREPARED BY: Tom Barber

AMOUNT: \$18,500.00

GL ACCOUNT #: 321-6110-541220

FUNDING SOURCE: Carroll SPLOST

BUDGETED ITEM? Yes

PURPOSE: To approve the purchase of a metal shelter for the Splash Pad at Gold Dust Park.

BACKGROUND: City Council has approved the construction of a Splash Pad, Restroom Building, and Pavilion at Gold Dust Park. Staff recommends the direct purchase of the metal shelter to eliminate the cost of sales tax and the contractor's markup. Bliss Products submitted a bid of \$22,318.00. RCP Shelters, Inc. submitted the low bid of \$18,500.00, including the option for electrical provisioning.

STAFF RECOMMENDATION: Staff recommends the purchase of the metal shelter from RCP Shelters, Inc.

IMPACT:

MOTION: I move to authorize the City Manager to purchase a metal shelter from RCP Shelters, Inc. for \$18,500.



Bliss Products and Services, Inc
6831 S. Sweetwater Rd.
Lithia Springs, GA 30122
(800) 248-2547
(770) 920-1915 Fax

Quote # **54524**

Sales Rep: Adam Schmansky
adam@blissproducts.com
C: (248) 882-0567

City of Villa Rica

Date 1/19/2021 **Project** Splash Pad - Shades

Bill To
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA, 30180

Ship To
City of Villa Rica

Contact
Bob McCallister

Approximate Ship Date

Ship Via

Terms
Payment Due Upon Delivery

Vendor	Part #	Description	Qty	Unit Price	Extended Price
SII		(Qty 4) 16 x 10 x 8 Hanging Cantilever Shade Embedded Footing per engineer specification Note: These can be upgraded to 6" Sub-surface mounts for \$580 total for all four.	1	\$17,411.20	\$17,411.20
SII		PC of America Discount	1	\$-870.56	\$-870.56
SII		Engineering - Adds 2 wks to lead time - required for permitting only	1	\$700.00	\$700.00
Note:		To purchase using the PCA contract, the PCA contract number must be on your purchase order as shown here: PCA Contract #OD-315-20.			

Sub Total \$17,240.64
Freight 1,271.02
Tax 0.00

Taxable Subtotal \$18,511.66

Financing as low as **\$449.83** / month may be available
pending credit approval.

Grand Total \$18,511.66

Quote valid for 30 days unless otherwise noted.

Sales tax exempt certificate will be required for exemption. All orders are subject to approval and acceptance by the manufacturer. Deposits may be required. Add 3% to total for charge card transactions. Manufacturing lead times will not begin without an actual shipping address, color and mount selection, approved purchase order or fully executed contract. Customer will need to coordinate with freight carrier if unloading or inside delivery is required. Damaged or missing parts must be noted on the bill of lading at the time of delivery. A finance charge of 1.5% per month will be added to all invoices past due. Return items are subject to manufacturer's policies and may result in freight and restocking fees.

Signed quote will not be accepted for orders over \$500.

Complete Terms and Conditions can be found at <https://blissproducts.com/terms-conditions/>

Proposal #: 34118
Date: 01/14/2021

RCP SHELTERS, INC.
PROPOSAL/ORDER FORM



Attn: Bob McCallister

2100 SE Rays Way • Stuart, FL 34994
P: 800-525-0207 • 772-288-3600
F: 772-288-0207
info@rcpshelters.com • http://www.rcpshelters.com

Phone: 678-485-5908

Fax:

E-mail: bobmccallister.aquatic@yahoo.com

Prepared by: Bob Ritter
bob@rcpshelters.com

Splash Pad - Villa Rica, GA

ITEM	QTY	DESCRIPTION	PRICE
A	1.00	Model #: TS-G2040-04 20' x 40' Steel Gable Shelter	\$17,950.00
OPTIONS FOR A	Please circle & add in the price column if required: 1. Add + \$550 for electrical provisioning (conduit access, cutouts, fixture holes, etc.).		
FREIGHT	Pooled freight rate delivered to an accessible site. Upgrade to dedicated truck or split shipment is available upon request at an additional fee. Refer to notes on page 2 for more details.		Included
SALES TAX	Applicable only for FL or CA (or provide tax exempt certificate)		
TOTAL	Total of Item(s) and option(s) selected and freight (if applicable)		

INCLUDED

- GA Cert Drawings: includes standard RCP foundation design
- Frame: powder coated tube steel
- Roof Deck: 24-gauge exposed fastener metal roofing
- Hardware: all required fasteners
- Delivery: to an accessible site

NOT INCLUDED

- Unloading
- Concrete
- Concrete embedment (anchor bolts, wire mesh, rebar, etc.)
- Electrical or other cutouts (priced upon request)
- Rails/ornamentation/benches/cupola
- Installation
- Anything not specifically listed as "Included"

TERMS & CONDITIONS

- Orders not subject to cancellation
- 30% deposit due with order
- Balance due prior to shipment
 - Net 30 available with approved credit (*check only*)
- 3% discount for payment in full with order (*check only*)

GOVERNMENT AGENCIES

- Net 30
- 1% discount net 10
- no deposits required

EXPEDITING OPTIONS (average acceleration of 2-4 weeks)

- Payment in full with order (discount not applicable)
 - Prioritized engineering
 - Prioritized fabrication
- Dedicated Truck (additional fee applicable)
 - Guarantees truck route availability
 - Only necessary if pooled load not available

PRICING NOTES (RCP reserves the right to requote if:)

- Quote is older than 30 days
- Shipment not taken within 180 days
- Project location snow load exceeds 30 psf

Reference Installation Cost Savings Advantages on Page 2

(Signature)

(Print/Title)

(Date)

Page
1/3

Signature confirms acceptance of all pages of this proposal.



Proposal #: 34118

Splash Pad - Villa Rica, GA

PROPOSAL NOTES & DETAILS

DESIGN / ENGINEERING

- Proposal based on design by RCP Shelters, not necessarily an exact match to bid or architectural drawings.
- RCP value engineers for minimum number of columns to keep the pavilion as open and accessible as possible. Final design may not reflect the same number of columns or members, sizes, or spacing as images on RCP's website and catalog or preliminary drawing.
- Drawing lead times vary significantly based on design simplicity/complexity, seasonal demand, and current order backlog.
- Design requirements not disclosed to RCP prior to proposal, or required revisions resulting from information not disclosed at time of order are subject to additional charge. Common examples:
 - All pertinent foundation information, including but not limited to geotechnical report, maximum depth for water table, or installations near or connection to other structures (drift snow loads), or any other site specific request/requirement must be provided with order. Without this information, RCP reserves the right to requote or charge additional engineering fee.
 - Proposal includes standard foundation based on assumed soil values (minimum 2' diameter & 4' deep – can be much larger depending on loading conditions and size of structure). Foundations may be designed by others with RCP provided column base reactions. Custom foundation designs may be available for additional fee.
 - Electrical or other custom cutouts not specifically included in the proposal are subject to additional engineering, drafting, and fabrication fees.
- Local code may have requirements that are not the responsibility of RCP (examples: NJ architectural stamp, FL fire barrier board).
- Each project is designed for its specific location after receipt of order. Occasionally, engineering determines that materials not included in the proposal are required. Such materials shall be provided by others (example: OSB diaphragm is sometimes required on larger LW-G and bandshell models).
- Drawings provided by RCP Shelters with this proposal are preliminary and are not for construction. Owner can pre-purchase engineered drawings, which detail the project specific foundation design and material requirements, with no obligation to purchase the entire structure.

FABRICATION / SHIPPING DETAILS

- Fabrication lead times vary based on seasonal demand and current order backlog.
- Freight price is based on pooled loads.
- Upgrade to dedicated truck or split shipment is available for an additional fee.
- Shipping dates are not guaranteed. RCP does not accept orders with penalties or contingent liability.
- Trucking will call at least 24 hours prior to delivery to coordinate.
- Unloading by others. RCP recommends non-marring padded slings and padded forks for offloading. Block all materials off ground and cover with moisture resistant paper until installation.

INSTALLATION COST SAVING ADVANTAGES

- Column anchor bolts located outside the column tube (easily accessible for installation)
- Factory cut roofing panel end caps (minimal, if any, on site cutting required)
- Factory fabricated roofing seam and corner caps (minimal, if any, on site cutting or fabrication required)
- Metal roofing and powder coating touch up paint included

(Signature)

(Print/Title)

(Date)

Page
2/3

Signature confirms acceptance of all pages of this proposal.

TECHNICAL SPECIFICATIONS



Proposal #: 34118

I. DESIGN CRITERIA

Structure shall be designed to be free standing, open air pavilion in conformance with all applicable building code. Manufactured by RCP Shelters: 2100 SE Rays Way, Stuart, FL 34994 • Toll-free: 800-525-0207 • F: 772-288-0207 • <http://www.rcpshelters.com> • info@rcpshelters.com.

II. SCOPE

Structure shall be an all steel pavilion over a 4" minimum thickness reinforced concrete slab. Pavilion shall have a clear space, without a center column or open knee bracing. Structure shall be designed by professional engineers. The owner or contractor shall be responsible for unloading, temporary storage, soil testing (if necessary), site preparation, concrete slab, and erection of structures. Owner or contractor is responsible for protection of materials after arrival.

III. COLUMNS

The pavilion shall be set on prepared footings. Foundation shall be engineered to manufacturer's design and constructed to local code and good construction practices for the specific site conditions. The structure shall have tube steel corner columns. The columns shall be attached to the top of the concrete foundation by use of anchor bolts, hidden when possible. Anchor bolts shall be provided by owner or contractor so that foundations can be prepared and ready for installation upon delivery of the pavilion. Alternatively, RCP Shelters offers an anchor bolt option, to be shipped upon receipt of drawing approval for fabrication.

IV. FRAME

All structural framing of the pavilion shall be structural tube steel with end caps to form a clean, neat appearance with no place for birds to nest or small animals to roost. The compression ring shall be structural steel plate. Since all connections will bolt together, field welding shall not be required. Bolts shall be concealed within the tubing when possible.

V. POWDER COAT FINISH

The columns and frame shall be sandblasted to near-white condition, five stage washed, including detergent, phosphate, and rust protectant sealant, epoxy primed, then top coated with TGIC powder. The columns and frame shall be packaged in foam, cardboard, and stretch wrap to protect the finish during transit. The color shall be selected from manufacturer's standard color chart. Field touch up painting shall be required by owner or contractor.

VI. EAVE & PITCH

Eave height shall be minimum 7'-6". Roof pitch shall be 4:12.

VII. ROOFING

The roof system shall be structural 24-gauge exposed fastener Galvalume® panels with 1½" high ribs, 7.2" on center. Ribs shall run with the pitch of the roof for proper drainage. Roof panels shall be 3' wide and pre-cut by the length from the eave to the ridge. Angles shall be factory pre-cut. Matching roof trim & fasteners shall be supplied. Hip and ridge beams shall have cap plates for metal deck bearing, as metal deck cannot structurally bear on beam corner only. Panels and trim shall be pre-painted with the Kynar 500® paint system. Color shall be chosen by owner from the standard color chart, provided upon request.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Athletic Uniforms
AGENDA DATE: February 9, 2021

DATE PREPARED: January 28, 2021
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT:
GL ACCOUNT #: 100-6120-531710
FUNDING SOURCE: Recreation Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is recommending a vendor for its athletic uniform purchase (Baseball, Softball, Football)

BACKGROUND: Parks, Recreation, and Leisure Services conducted an Invitation to Bid on its athletic uniforms (Baseball, Softball, Football). Two bidders responded to the invitation. One bidder provided a partial response to the invitation. Attached is a table that summarizes the unit pricing for the two acceptable bidders (Baseball, Softball, Football) **TABLE 1**.

STAFF RECOMMENDATION: Approval of Gable Sporting Goods.

IMPACT: Allows for the annual purchase of baseball, softball and football athletic uniforms for the department.

MOTION: I move to approve Gable Sporting Goods as the vendor for baseball, softball and football athletic uniforms.

Table 1 ITB 21-001PR - Athletic Uniform Bids - Unit Pricing

Vendor	Size	Baseball/ Softball	Baseball/Softball All-Stars	Football	Fall Baseball/ Softball	Basketball	Basketball All-Stars	TOTAL
R.T. Scott & Associates DBA Scotteez 2252 Highway 78 Suite A Logansville, GA 30052	Youth Price per set:	\$38.15	\$43.17	\$42.91	\$24.25	\$19.00	\$26.10	\$193.58
	Adult Price per set:	\$41.15	\$44.21	\$46.71	\$27.00	\$20.00	\$26.92	\$205.99
Gable Sporting Goods: 6250 Fairburn Rd. Douglasville, GA 30134	Youth Price per set:	\$36.45	\$44.35	\$34.25	\$19.95	\$21.75	\$28.95	\$185.70
	Adult Price per set:	\$38.95	\$45.75	\$36.00	\$20.45	\$22.25	\$29.75	\$193.15
RIDDELL/ALL AMERICAN 7501 Performance Lane North Ridgeville, OH 44039	Youth Price per set:	NO BID	\$41.49	\$44.00	NO BID	\$19.97	\$27.94	N/A
	Adult Price per set:	NO BID	\$43.05	\$44.00	NO BID	\$20.65	\$28.62	N/A

Table 2 ITB 21-001PR - Athletic Uniform Bids - Unit Pricing

Vendor	Size	Spring Soccer	Fall Soccer	TOTAL	
Krown Sports 278 Laredo Dr. Decatur, GA. 30030	Youth Price per set:	\$19.00	\$19.00	\$38.00	
	Adult Price per set:	\$19.00	\$19.00	\$38.00	



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Athletic Uniforms
AGENDA DATE: February 9, 2021

DATE PREPARED: January 28, 2021
PREPARED BY: Tracie Ivey, Recreation Director

AMOUNT:
GL ACCOUNT #: 100-6120-531710
FUNDING SOURCE: Recreation Budget
BUDGETED ITEM? Yes

PURPOSE: The Parks, Recreation, and Leisure Services department is recommending a vendor for its athletic uniform purchase (Soccer)

BACKGROUND: Parks, Recreation, and Leisure Services conducted an Invitation to Bid on its athletic uniforms (Soccer). One bidder responded to the invitation. Attached is a table that summarizes the unit pricing for the single bidder (Soccer) **TABLE 2**.

STAFF RECOMMENDATION: Approval of Krown Sports

IMPACT: Allows for the annual purchase of soccer athletic uniforms for the department.

MOTION: I move to approve Krown Sports as the vendor for soccer athletic uniforms.

Table 1 ITB 21-001PR - Athletic Uniform Bids - Unit Pricing

Vendor	Size	Baseball/ Softball	Baseball/Softball All-Stars	Football	Fall Baseball/ Softball	Basketball	Basketball All-Stars	TOTAL
R.T. Scott & Associates DBA Scotteez 2252 Highway 78 Suite A Logansville, GA 30052	Youth Price per set:	\$38.15	\$43.17	\$42.91	\$24.25	\$19.00	\$26.10	\$193.58
	Adult Price per set:	\$41.15	\$44.21	\$46.71	\$27.00	\$20.00	\$26.92	\$205.99
Gable Sporting Goods: 6250 Fairburn Rd. Douglasville, GA 30134	Youth Price per set:	\$36.45	\$44.35	\$34.25	\$19.95	\$21.75	\$28.95	\$185.70
	Adult Price per set:	\$38.95	\$45.75	\$36.00	\$20.45	\$22.25	\$29.75	\$193.15
RIDDELL/ALL AMERICAN 7501 Performance Lane North Ridgeville, OH 44039	Youth Price per set:	NO BID	\$41.49	\$44.00	NO BID	\$19.97	\$27.94	N/A
	Adult Price per set:	NO BID	\$43.05	\$44.00	NO BID	\$20.65	\$28.62	N/A

Table 2 ITB 21-001PR - Athletic Uniform Bids - Unit Pricing

Vendor	Size	Spring Soccer	Fall Soccer	TOTAL	
Krown Sports 278 Laredo Dr. Decatur, GA. 30030	Youth Price per set:	\$19.00	\$19.00	\$38.00	
	Adult Price per set:	\$19.00	\$19.00	\$38.00	



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: HVAC replacement at City Hall
AGENDA DATE: February 9th, 2021

DATE PREPARED: January 28th, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$21,596.00
GL ACCOUNT #: 350-1320-541300
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To engage KBS Heating and Cooling to replace four gas 120,000 BTU furnaces, replacement of two indoor coils and outdoor units.

BACKGROUND: City Hall has four HVAC systems total. In the past two years, we have had two outdoor units fail. City staff had to have these two outdoor units and the two indoor coils replaced due to updating the refrigerant. Staff did not replace the furnaces at that time because they were functional and compatible. Staff does not want to have to make emergency repairs or end up having to replace the older systems so we have budgeted to replace all the two remaining furnace systems and the other two complete systems that include the furnaces. The total work scope includes replacing four furnaces total and two indoor coils along with the partnering outdoor units.

STAFF RECOMMENDATION:

Staff recommends engaging KBS heating and cooling to replace the existing hvac systems mentioned above.

IMPACT:

This will provide the facility with a heating and cooling system that is functional. The quote for this work falls under budget by \$8,404.00.

MOTION:

I move that we authorize the City Manager to engage KBS Heating and Cooling to replace two furnaces and two complete Trane systems in the amount of \$21,596.00.



146 Edge Road,
Villa Rica, GA 30180
GA REG - CN208872

Phone: 770-439-6677 • FAX: 678-715-0991

Date: 1-19-2020
Customer Name: CITY OF VILLA RICA
Address: _____
City, State, Zip: _____

Phone: Home _____
Phone: Work _____ Fax _____
Job Location: CITY HALL REPLACEMENT
Job City, State, Zip: _____

We will furnish, install and service the equipment listed below at the price, terms and conditions outlined on both sides of this proposal.

EQUIPMENT SPECIFICATIONS

Brand: Trane X2 Model Number(s): 58X1D120 Furnaces, 4TXCD009 Coil 4TTA4060M
Brand: Trane X2 Model Number(s): FURNACER ONLY 2- 58X1D120
SEER 14 EER _____ AFUE _____ Btuh Cooling 60,000 Btuh Heating 120,000 CFM 2000
Air Cleaner Model _____ Humidifier Model _____ Thermostat Model _____

Installation shall include: REMOVAL OF 4 GAS 120,000 BTU FURNACER, INSTALLING (4) Trane 120,000 BTU FURNACER TO EXISTING DUCTWORK, ELECTRICALS, GAS Removal of 2- Indoor Coils & OUT-DOOR UNITS. THIS PROPOSAL Includes 2- Complete Trane 5-ton Systems & 2- Furnace Only on the Systems with New Air-Conditioning Units. Proposal Includes All Equipment, Materials & Labor to Complete.

Please place an "X" in the boxes that apply to this Proposal/Agreement.

- | | | |
|---|---|---|
| ☐ New _____ Amp disconnect | ☐ Remove existing equipment from premises | ☐ Install UL approved flue liner |
| ☐ New _____ Amp electric service | ☐ Install energy saving setback thermostat | ☐ New condensate drain system |
| ☐ New low voltage wiring | ☐ New copper wire from _____ to _____ | ☐ New condensate pump with safety switch |
| ☐ New ground wire for furnace | ☐ _____ new supply diffuser(s) | ☐ Install aux. condensate drain pan with safety switch |
| ☐ New reinforced equipment pad | ☐ _____ new return ducts | ☐ New high efficiency air cleaner |
| ☐ New vibration isolation pads | ☐ New duct run from _____ to _____ | ☐ New humidification system |
| ☐ New properly sized refrigerant lines | ☐ Noise reducing flexible duct connector | ☐ Meet all code requirements |
| ☐ New clean, dry ACR copper tubing | ☐ Provide for external combustion air | ☐ Complete system start up |
| ☐ Insulate refrigerant suction line(s) | ☐ New gas piping from _____ to _____ | ☐ _____ 5 year parts warranty |
| ☐ Install refrigerant drier(s) | ☐ New vent pipe and cap | ☐ _____ 2 year labor warranty |
| ☐ Charge to manufacturer's specs | ☐ Clean work area to customer's satisfaction | ☐ _____ 5 year compressor warranty |
| ☐ Evacuate refrigerant system | | ☐ _____ furnace heat exchange warranty |
| ☐ Mastic seal all plenums | | ☐ _____ year service agreement |
| ☐ Replace supply plenum | | |
| ☐ Replace return plenum | | |

☐ Option (below) ☐ Alternative (below) ☐ Is ☐ Is Not included in price

2- Trane 14 SEER Complete Systems
2- Trane 120,000 Furnaces.

Total Investment \$ 21,596.00
Down Payment \$ _____
Balance Due \$ _____

Terms: _____

Acceptance (Customer)

Approval (Company)

By: _____ Date: _____ By: R. Pennix Date: 1-19-2020

This proposal may be withdrawn if not accepted in _____ days.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: HVAC replacement at the Customer Service Building
AGENDA DATE: February 9th, 2021

DATE PREPARED: January 28th, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$7,334.00
GL ACCOUNT #: 350-1590-541300
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To engage KBS Heating and Cooling to replace one complete Bryant split heat-pump system with a Trane four ton split system.

BACKGROUND: The Customer Service building currently has an older Bryant split system that uses R-22 refrigerant. We began having issues with this system when we first started occupying this location. It is in the best interest of the City to move forward with replacing this system with a new Trane system that uses R-410A type refrigerant. This is a budgeted item.

STAFF RECOMMENDATION:

Staff recommends engaging KBS heating and cooling to replace the existing hvac system with a new four-ton Trane split system.

IMPACT:

This will provide the facility with a heating and cooling system that is functional and reliable. The quote for this work falls under budget by \$2,666.00.

MOTION:

I move that we authorize the City Manager to engage KBS Heating and Cooling to replace an existing heat-pump system with a new 4-Ton Trane system in the amount of \$7,334.00.

**KBS****HEATING AND COOLING, INC.**146 Edge Road,
Villa Rica, GA 30180

GA REG - CN208872

Phone: 770-439-6677 • FAX: 678-715-0991

*Revised*Date: 1-19-2021
Customer Name: CITY OF VILLA RICA
Address: _____
City, State, Zip: _____Phone: Home _____
Phone: Work _____ Fax _____
Job Location: CUSTOMER SERVICE BLDG.
Job City, State, Zip: _____

We will furnish, install and service the equipment listed below at the price, terms and conditions outlined on both sides of this proposal.

EQUIPMENT SPECIFICATIONSBrand: Trane Model Number(s): TEM4A0C48 BAH4HT1510
Brand: Trane Model Number(s): 4TWA4048
SEER 14 EER _____ AFUE _____ Btuh Cooling 48,000 Btuh Heating 48,000 CFM 1000
Air Cleaner Model _____ Humidifier Model _____ Thermostat Model T4-HoneywellInstallation shall include: REMOVAL OF EXISTING BRYANT SPLIT-HEATPUMP SYSTEM.
INSTALL New Trane 14 SEER Heat-Pump, RECONNECT TO EXISTING
DUCTWORK, ELECTRICAL, REFRIGERANT LINES. START-UP New
System & Check operation.NOTE: THIS Replacement Was Originally Included with
CITY HALL Replacement.

Please place an "X" in the boxes that apply to this Proposal/Agreement.

- | | | |
|---|---|---|
| ☐ New _____ Amp disconnect | ☐ Remove existing equipment from premises | ☐ Install UL approved flue liner |
| ☐ New _____ Amp electric service | ☐ Install energy saving setback thermostat | ☐ New condensate drain system |
| ☐ New low voltage wiring | ☐ New copper wire from _____ to _____ | ☐ New condensate pump with safety switch |
| ☐ New ground wire for furnace | ☐ _____ new supply diffuser(s) | ☐ Install auz. condensate drain pan with safety switch |
| ☐ New reinforced equipment pad | ☐ _____ new return ducts | ☐ New high efficiency air cleaner |
| ☐ New vibration isolation pads | ☐ New duct run from _____ to _____ | ☐ New humidification system |
| ☐ New properly sized refrigerant lines | ☐ Noise reducing flexible duct connector | ☐ Meet all code requirements |
| ☐ New clean, dry ACR copper tubing | ☐ Provide for external combustion air | ☐ Complete system start up |
| ☐ Insulate refrigerant suction line(s) | ☐ New gas piping from _____ to _____ | ☐ _____ 5 year parts warranty |
| ☐ Install refrigerant drier(s) | ☐ New vent pipe and cap | ☐ _____ 1 year labor warranty |
| ☐ Charge to manufacturer's specs | ☐ Clean work area to customer's satisfaction | ☐ _____ 5 year compressor warranty |
| ☐ Evacuate refrigerant system | | ☐ _____ furnace heat exchange warranty |
| ☐ Mastic seal all plenums | | ☐ _____ year service agreement |
| ☐ Replace supply plenum | | |
| ☐ Replace return plenum | | |

☐ Option (below) ☐ Alternative (below) ☐ Is ☐ Is Not included in price1- Trane 4-Ton Split System
INSTALLEDTotal Investment \$ 7,334.⁰⁰
Down Payment \$ _____
Balance Due \$ _____

Terms: _____

Acceptance (Customer)

Approval (Company)

By: _____ Date: _____ By: F. [Signature] Date: _____

This proposal may be withdrawn if not accepted in _____ days.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: HVAC replacement at Gold Dust
AGENDA DATE: February 9th, 2021

DATE PREPARED: January 28th, 2021
PREPARED BY: Nic Griffin

AMOUNT: \$34,925.00
GL ACCOUNT #: 350-6110-541320
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes

PURPOSE: To engage KBS Heating and Cooling to replace three existing carrier units located at the Recreation Department. Gold dust has seven hvac units throughout the building. There are currently four units that still use R22 type refrigerant. If this project is approved, we will only have one unit left to replace.

BACKGROUND: These three systems have roof top outdoor units and the air handlers are in the drop ceiling grid. Two of these units are not far from failing. The evaporator coils on these units are very rusted. We have had issues where the coil getting clogged causing the condensation catch pan to overflow onto the ceiling tiles. Replacing these units are highly recommended.

STAFF RECOMMENDATION:

Staff recommends engaging KBS heating and cooling to replace three existing hvac split systems with units that will be using r410-a refrigerant.

IMPACT:

This will provide the facility with heating and cooling systems that are functional and reliable. This quote is \$4,925.00 over the budgeted amount. It will require a budget amendment. We would like to use the savings from the City Hall hvac project to fund the overage on this replacement.

MOTION:

I move that we authorize the City Manager to engage KBS Heating and Cooling to replace three hvac systems in the amount of \$34,925.00.



146 Edge Road,
Villa Rica, GA 30180

GA REG - CN208872

Phone: 770-439-6677 • FAX: 678-715-0991

Date: 10-22-2020
Customer Name: CITY OF VILLA RICA
Address: _____
City, State, Zip: _____

Phone: Home _____
Phone: Work _____ Fax _____
Job Location: GOLD DUST PARK SENIOR
Job City, State, Zip: YOGA STUDIO

We will furnish, install and service the equipment listed below at the price, terms and conditions outlined on both sides of this proposal.

EQUIPMENT SPECIFICATIONS

Brand: CARRIER Model Number(s): OUT-DOOR 38AU2ADTADAB-QA0AO
Brand: CARRIER Model Number(s): INDOOR 40RUQA0XA7A3-A0AO
SEER _____ EER _____ AFUE _____ Btuh Cooling 72,000 Btuh Heating 72,000 CFM 2400
Air Cleaner Model _____ Humidifier Model _____ Thermostat Model _____

Installation shall include: REMOVAL OF EXISTING CARRIER UNITS @ THE ABOVE LOCATION.
REPLACEMENT WILL REQUIRE REMOVAL OF CEILING IN HALLWAY & MEN'S BATH-
ROOM. ONCE EQUIPMENT HAS BEEN SECURED & TESTED CEILING WILL BE
RE-INSTALLED. NEW CARRIER EQUIPMENT WILL BE RECONNECTED TO
EXISTING DUCT-WORK, ELECTRICAL, COPPER-REFRIGERANT-PIPING.
SYSTEM WILL BE PROPERLY SEALED & TESTED TO MEET ALL SPECS
PROPOSAL INCLUDES ALL EQUIPMENT, MATERIALS, LABOR, INDOOR
LIFTS & CRANE FOR ROOF UNIT REMOVAL. SEE BELOW FOR PRICING.

Please place an "X" in the boxes that apply to this Proposal/Agreement.

- | | | |
|---|---|---|
| ☐ New _____ Amp disconnect | ☐ Remove existing equipment from premises | ☐ Install UL approved flue liner |
| ☐ New _____ Amp electric service | ☐ Install energy saving setback thermostat | ☐ New condensate drain system |
| ☐ New low voltage wiring | ☐ New copper wire from _____ to _____ | ☐ New condensate pump with safety switch |
| ☐ New ground wire for furnace | ☐ _____ new supply diffuser(s) | ☐ Install auz. condensate drain pan with |
| ☐ New reinforced equipment pad | ☐ _____ new return ducts | ☐ safety switch |
| ☐ New vibration isolation pads | ☐ New duct run from _____ to _____ | ☐ New high efficiency air cleaner |
| ☐ New properly sized refrigerant lines | ☐ Noise reducing flexible duct connector | ☐ New humidification system |
| ☐ New clean, dry ACR copper tubing | ☐ Provide for external combustion air | ☐ Meet all code requirements |
| ☐ Insulate refrigerant suction line(s) | ☐ New gas piping from _____ to _____ | ☐ Complete system start up |
| ☐ Install refrigerant drier(s) | ☐ New vent pipe and cap | ☐ _____ 5 year parts warranty |
| ☐ Charge to manufacturer's specs | ☐ Clean work area to customer's satisfaction | ☐ _____ 1 year labor warranty |
| ☐ Evacuate refrigerant system | | ☐ _____ 5 year compressor warranty |
| ☐ Mastic seal all plenums | | ☐ _____ furnace heat exchange warranty |
| ☐ Replace supply plenum | | ☐ _____ year service agreement |
| ☐ Replace return plenum | | |

☐ Option (below) ☐ Alternative (below) ☐ Is ☐ Is Not included in price

1- System As Listed → \$12,536.⁰⁰
2- System As Listed → \$25,073.⁰⁰
3- All 3 @ Same Time \$34,925.⁰⁰

Total Investment \$ All 3
Down Payment \$ \$24,925.⁰⁰
Balance Due \$ _____

Terms: _____

Acceptance (Customer)

By: _____ Date: _____

Approval (Company)

By: TASON PERRITT Date: 11-19-20

Revised

This proposal may be withdrawn if not accepted in 30 days.



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Emergency Replacement of Bay Springs Lift Station Pump #1

AGENDA DATE: February 9, 2021

DATE PREPARED: January 27, 2021

PREPARED BY: Pete Zorbanos

AMOUNT: \$ 11,927.00

GL ACCOUNT #: 505-4330-522220

FUNDING SOURCE: Water/Sewer Fund

BUDGETED ITEM? Yes

PURPOSE: To replace the #1 pump at the Bay Springs Lift Station.

BACKGROUND: The #1 pump had reached its life expectancy.

STAFF RECOMMENDATION Staff recommends purchasing a new 20hp Grundfos pump from GoForth Williamson, Inc. in the amount of \$ 11,927.00.

IMPACT. The Bay Springs Lift Station is a critical station located off of Highway 61 S. that pumps wastewater flow north, back to I-20. If the pump #1 failed, there would be no backup pump to handle the flow, resulting in an overflow and possible violations.

MOTION: I move to approve the purchase of a new 20 hp Grundfos pump from GoForth Williamson, Inc. in the amount of \$ 11,927.00.



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P216111

Date: 19-Jan-21

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

John Bain
 City of Villa Rica
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	Reference: Bay Springs PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:			
1 ea	Line: 001 Part: 99193118 SEV.30.A30.200.2.52H.C.EX.61R Grundfos SEV.30.A30.200.2.52H.C.N.61R Submersible Solids Handling Pump 3" Horizontal Flanged Discharge / 3-1/8" solids Cast Iron Super Vortex Impeller 20 hp 3564 rpm 230/460 v 3 h Explosion Proof Motor w/ Cooling Jacket Moisture Sensor / Motor Thermal Switch 49 ft Long Cord Expiration Date: 18-Feb-21 Rev:	\$9,785.00	\$9,785.00	
1 ea	Line: 002 Part: CHAIN KIT Included 30' of 1/4" SS chain with 5/16" SS shackles. Expiration Date: 18-Feb-21 Rev:	\$317.00	\$317.00	
1 ea	Line: 003 Part: SHIPPING & HANDLING CHARGES Shipping & Handling Charges In Bound Standard Ground Shipping Charges Expiration Date: 18-Feb-21 Rev:	\$175.00	\$175.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P216111

Date: 19-Jan-21

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

John Bain
 City of Villa Rica
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
1	Line: 004 Part: BAY SPRINGS PUMP INSTALLATION Grundfos Submersible Install Installation to include: - Removal of existing pump - Installing existing guide claw onto new Grundfos pump - Wiring pump to panel - Check rotation of pump - Installing new pump into wet well - Perform draw down test on new pump - Making station production ready - Check out with customer upon verification of operation - Cleaning of work area *Includes cost for modifying pump to fit existing guide claw. Customer must provide guide claw to GWI to ensure fitment. Upon the above Scope of Work, should any additional work or additional parts not listed above be required, a revised Scope of Work and quote will be submitted. No additional work will be performed, or additional parts supplied prior to approval.	Expiration Date: 18-Feb-21 Rev: \$1,650.00	\$1,650.00	
	PLEASE NOTE: - Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. - Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. - We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. - GWI will provide 1-year warranty on workmanship and materials from the date of delivery - Please reference Quote on Purchase order and send your Purchase orders to	Total:	\$11,927.00	



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: P216111

Date: 19-Jan-21

To

Villa Rica, City of
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Quote To

John Bain
 City of Villa Rica
 571 West Bankhead Hwy
 Villa Rica, GA 30180
 United States of America

Ph: 770-459-7000

Ph: 770-459-7000

Terms		Ship Via		Salesperson
Net 30 Days		Pre-Pay& ADD		JGBOS
Quantity	Description	Unit Price	Amount	
	PurchaseOrders@GoforthWilliamson.com			
	THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.			



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2021 Budget Amendments #58-72
AGENDA DATE: 02-09-2021

DATE PREPARED: 01-27-2021
PREPARED BY: Sarah Andrews

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

PURPOSE: To adopt ordinance amending the 2021 budget.

MOTION: I move 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. 58-72, 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 _____, 2021.

Approved:

Gil McDougal, Mayor

Attest:

Alisa Doyal, City Clerk

HARD ARMOR PLATE VESTS

Source of Funds: Fundraisers

\$15,668.25 was raised in fiscal year 2020 to go towards purchasing active shooter hard armor plate vests.

Item	Account Name	Account Type		Amount
58 100-3210-531700	Uniforms	Expense	Increase	15,668
59 100-381000	Use of Fund Balance	Revenue	Increase	15,668

RAIN JACKETS AND TSHIRTS

Source of Funds: Fund Balance

There were open purchase orders at the end of September for rain jackets (\$3,570) and tshirts (\$1,925) for the police department.

Item	Account Name	Account Type		Amount
60 100-3210-531700	Uniforms	Expense	Increase	5,495
61 100-381000	Use of Fund Balance	Revenue	Increase	5,495

GRADDICK COMMUNICATIONS

Source of Funds: Contingency

Increase in technical services due to live stream services by Graddick Communications.

Item	Account Name	Account Type		Amount
62 100-1110-521300	Technical	Expense	Increase	10,800
63 100-1110-579100	Contingency	Expense	Decrease	(10,800)

HVAC AT OLD LIBRARY

Source of Funds: 2015 Carroll Co SPLOST

Emergency Replacement of 7.5 Carrier HVAC System at Old Library.

Item	Account Name	Account Type		Amount
64 321-6510-541300	CSPLOST - Buildings - Library	Expense	Increase	13,010
65 100-1590-541410	CSPLOST - Meters	Expense	Decrease	(13,010)

ROLL-UP DOOR AT AVANTI

Source of Funds: M/R Buildings

Move money from maintenance/repair line item to a capital line item for Avanti Roll-Up Door.

Item	Account Name	Account Type		Amount
66 350-4900-541300	CSPLOST - Buildings - Avanti	Expense	Increase	10,500
67 100-4900-522210	m/r buildings	Expense	Decrease	(10,500)

WELCOME CENTER PLUMBING REPAIR

Source of Funds: Various

Combine funds for Welcome Center/Avanti plumbing repair.

Item	Account Name	Account Type		Amount
68 350-7550-541310	CSPLOST - Buildings - Main Street	Expense	Increase	9,550
69 100-4900-522210	m/r buildings	Expense	Decrease	(5,000)
70 100-7550-522210	m/r buildings	Expense	Decrease	(4,550)

HVAC FOR GOLD DUST**Source of Funds:** Savings on City Hall HVAC**To move savings from City Hall HVAC replacement to cover overage for Gold Dust HVAC replacement.**

Item	Account Name	Account Type		Amount
71 350-6110-541320	CSPLOST - Buildings - Gold Dust	Expense	Increase	5,000
72 350-1320-541300	CSPLOST - Buildings - City Hall	Expense	Decrease	(5,000)



Agenda Item:_____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2020 Budget Amendments #111-112
AGENDA DATE: 02-09-2021

DATE PREPARED: 01-28-2021
PREPARED BY: Sarah Andrews

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

PURPOSE: To adopt ordinance amending the 2020 budget.

MOTION: I move to adopt the ordinance to approve an amendment to the budget for the fiscal year 2020 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 2020 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER**

WHEREAS, the Mayor and City Council adopted the 2020 Budget on September 24, 2019, 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 2020, said budget amendment being described as Amendment No. 111-112, 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.

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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

SOLID WASTE LOSS IN FY2020

Source of Funds: General Fund

The Solid Waste fund is showing a \$33,720.57 loss for fiscal year 2020. Nearly \$20,000 of it is due to depreciation.

Item	Account Name	Account Type	Amount
111 100-9000-611130	Transfer to Solid Waste	Expense	Increase 35,000.00
112 540-391130	Transfer from General Fund	Revenue	Increase 35,000.00



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Write off Customer Receivables
AGENDA DATE: 02-09-2021

DATE PREPARED: 01-27-2021
PREPARED BY: Sarah Andrews

AMOUNT: \$35,704.85
GL ACCOUNT #: 505-1590-574000; 540-1590-574000
FUNDING SOURCE: Operating Budgets
BUDGETED ITEM? Yes

PURPOSE: To write-off uncollectible customer accounts from October 2019 through September 2020. There are 161 accounts totaling \$35,704.85.

BACKGROUND: The City has been improving collection methods for Customer Receivables. Cycle billing was implemented in October 2017 and the delinquent time allowed was shortened significantly. Another major impact on reducing uncollectible accounts was increasing the required deposit amounts, which was done in April 2018.

- Nov 2017 – Sept 2018 (11 months) – write offs were \$31,850 (0.53% of Revenue)
- Oct 2018 – Sept 2019 (12 months) – write offs were \$34,996 (0.40% of Revenue)
- Oct 2019 – Sept 2020 (12 months) – write offs are \$35,705 (0.39% of Revenue)

STAFF RECOMMENDATION: To write off the uncollectible amounts as part of the year-end procedures.

IMPACT: To clean up the customer receivables as part of the year-end procedures.

MOTION: I move to authorize staff to write off the 161 uncollectible accounts totaling \$35,704.85, as presented.

Customer	Balance	30 days	60 days	90 days	120 days	Last Date of Payment	Last Payment Amount	Final Bill Date
1.104600.27	231.19	-	-	-	231.19	8/12/2019	-243	10/14/2019
1.105100.11	96.88	-	-	-	96.88	3/23/2020	-72.49	5/5/2020
1.105700.00	404.10	-	-	-	404.10	11/8/2019	-317.27	7/16/2020
1.109600.03	163.20	-	-	-	163.20	7/16/2020	-296.99	9/2/2020
1.210300.13	186.40	-	-	-	186.40	4/6/2020	-118.08	7/9/2020
1.217900.06	117.32	-	-	-	117.32	6/2/2020	-50	9/28/2020
1.218000.06	359.99	-	-	-	359.99	9/13/2019	-221	1/29/2020
1.300052.02	1,024.25	-	-	-	1,024.25	10/7/2019	-9,929.43	9/27/2019
1.300053.02	481.93	-	-	-	481.93	10/11/2019	-2,211.51	9/27/2019
1.300055.02	50.64	-	-	-	50.64	10/11/2019	-748.41	9/27/2019
1.305900.13	27.92	-	-	-	27.92	12/12/2019	-51.46	12/23/2019
1.312400.23	2.76	-	-	-	2.76	12/13/2019	-104.78	1/15/2020
1.312920.18	1,297.06	-	-	-	1,297.06	3/5/2020	326.92	7/22/2020
1.313150.02	92.95	-	-	-	92.95	8/30/2019	-90	1/14/2020
1.320002.08	41.06	-	-	-	41.06	7/24/2019	-12.67	11/18/2019
1.320010.09	188.47	-	-	0.41	188.06	8/3/2020	167	9/10/2020
1.323911.01	573.49	-	-	-	573.49	9/10/2019	-48.69	1/1/2020
1.324020.03	47.18	-	-	-	47.18	12/13/2019	-97.5	2/27/2020
1.327621.21	72.70	-	-	-	72.70	2/26/2020	-44	6/10/2020
1.327622.23	192.91	-	-	-	192.91	8/5/2019	-177	10/28/2019
1.327625.17	121.63	-	-	-	121.63	6/16/2020	-160	7/23/2020
1.327653.14	160.28	-	-	-	160.28	1/27/2021	-20	11/13/2019
1.327655.31	37.08	-	-	-	37.08	10/27/2019	-66.8	12/18/2019
1.328206.05	82.81	-	-	-	82.81	11/4/2019	122.65	12/1/2019
1.328209.14	181.87	-	-	1.88	179.99	7/3/2020	-157.74	9/14/2020
1.328214.09	115.71	-	-	-	115.71	9/19/2019	-80	12/20/2019
1.329300.27	105.77	-	-	-	105.77	12/5/2019	-113.72	1/27/2020
1.339021.19	42.96	-	-	-	42.96	4/19/2020	-40.37	6/1/2020
1.339034.17	193.27	(0.26)	-	-	193.53	8/5/2019	-94.91	11/4/2019
1.339045.17	98.02	-	-	-	98.02	10/4/2019	-69	11/13/2019
1.339048.19	238.10	-	-	-	238.10	4/21/2020	-222.78	6/11/2020
1.339065.16	19.80	-	-	-	19.80		0	8/2/2019
1.339077.08	96.33	-	-	1.08	95.25	7/20/2020	-90	9/25/2020
1.339090.17	206.41	-	-	-	206.41	3/9/2020	-256.11	5/9/2020
1.339091.21	58.66	-	-	-	58.66		0	1/3/2020
1.339102.27	119.17	-	-	-	119.17	9/18/2019	-93.05	10/23/2019
1.339112.23	157.05	-	-	-	157.05	2/12/2020	-100	6/9/2020
1.402000.12	507.51	-	-	-	507.51		0	7/28/2020
1.404120.03	573.22	-	-	-	573.22	2/28/2020	367.75	6/19/2020
2.101200.03	3.98	-	-	-	3.98	7/23/2020	-45.79	8/25/2020
2.105000.08	665.08	-	-	-	665.08	1/22/2021	-50	11/25/2019
2.106210.00	443.21	-	-	-	443.21	3/30/2020	-50	8/3/2020
2.108800.36	3.63	-	-	-	3.63	12/26/2019	92.62	1/31/2020
2.200701.33	101.13	-	-	-	101.13	7/18/2019	-78.12	10/18/2019
2.205200.05	231.23	-	-	-	231.23	2/10/2020	-127.38	5/26/2020
2.207000.00	313.79	-	-	-	313.79	8/12/2019	-68.38	1/14/2020
2.220022.05	130.61	-	-	-	130.61	3/20/2020	-140.28	6/17/2020
2.220039.10	774.74	-	-	-	774.74	1/30/2020	-274.12	5/1/2020
2.230029.05	49.24	-	-	-	49.24	6/1/2020	-129.92	6/25/2020
2.230060.04	251.94	-	-	-	251.94	8/12/2019	-176.38	10/7/2019
2.240009.07	40.02	-	-	-	40.02	8/27/2020	-180	8/28/2020
2.240179.11	27.25	-	-	-	27.25	12/5/2019	-94.06	12/3/2019
2.240185.04	746.75	-	-	-	746.75	1/7/2020	-200	3/10/2020
2.302100.07	1.46	-	-	-	1.46	2/3/2020	-55.66	7/1/2020
2.309000.07	60.76	-	-	-	60.76	12/10/2019	-61.47	7/16/2020
3.107230.17	241.55	-	-	-	241.55	7/26/2019	-40	11/25/2019
3.113500.16	27.38	-	-	-	27.38	10/25/2019	-150	11/7/2019
3.117900.33	24.78	-	-	-	24.78	10/1/2019	-165.93	12/16/2019
3.300400.02	3,072.59	-	-	-	3,072.59	6/8/2020	-84	8/26/2020
3.305605.06	11.30	-	-	-	11.30	2/3/2020	16.38	7/28/2020
3.306400.14	495.42	-	-	2.51	492.91	7/18/2020	-50	9/21/2020
4.102600.01	190.18	-	-	-	190.18	2/3/2020	-95.42	8/1/2020
4.103800.07	411.20	-	-	-	411.20	4/18/2020	-112.11	8/1/2020
4.107400.09	238.29	-	-	-	238.29	6/16/2020	-300	7/27/2020

4.201850.24	46.17	-	-	-	46.17		0	6/2/2020
4.202100.12	5.40	-	-	-	5.40		0	1/29/2020
4.205100.04	441.18	-	-	-	441.18	12/10/2019	-206.84	6/1/2020
4.205700.15	78.21	-	-	-	78.21	2/20/2020	-50	10/8/2019
4.300810.16	102.12	-	-	-	102.12	10/17/2019	-125	10/30/2019
4.302800.07	338.33	-	-	-	338.33	9/3/2019	-70	10/31/2019
4.302800.08	102.36	-	-	-	102.36		0	12/2/2019
4.302930.11	114.46	-	-	-	114.46	4/26/2020	-143.52	8/5/2020
4.304635.12	291.04	-	-	-	291.04	4/19/2020	-114.6	7/31/2020
4.306740.27	79.21	-	-	-	79.21	7/9/2020	-50	8/11/2020
4.306750.04	89.28	-	-	-	89.28	11/18/2019	-65.44	2/20/2020
4.402200.01	150.87	-	-	-	150.87	10/24/2019	-85.64	12/9/2019
4.409500.36	42.54	-	-	1.64	40.90	7/29/2020	-197.42	9/21/2020
4.500007.03	429.37	(1.04)	-	-	430.41	12/11/2019	-160	6/29/2020
5.107410.20	1.85	-	-	-	1.85	8/9/2019	-67.29	11/4/2019
5.201380.15	561.74	-	-	-	561.74	2/27/2020	-100	6/26/2020
5.201700.33	167.50	-	-	-	167.50	6/8/2020	-474.43	9/21/2020
5.206000.35	296.52	-	-	-	296.52	8/4/2019	-109.33	10/30/2019
5.206000.36	99.32	-	-	-	99.32	11/21/2019	-22.92	3/4/2020
5.209600.29	207.56	-	-	-	207.56	3/20/2020	-119.75	8/21/2020
5.209806.15	88.38	-	-	-	88.38	10/23/2019	-199.29	1/31/2020
5.301400.21	132.24	-	-	-	132.24	9/4/2019	-80	10/29/2019
5.301500.20	5.24	-	-	-	5.24	6/7/2020	-309.89	7/27/2020
5.303000.12	10.73	-	-	-	10.73	12/23/2019	-132.64	2/12/2020
5.303960.30	17.66	-	-	-	17.66		0	12/17/2019
5.304100.01	163.79	-	-	-	163.79	10/28/2019	-18.52	12/17/2019
5.304300.13	47.86	-	-	-	47.86	1/28/2020	-84.35	6/26/2020
5.400500.09	7.66	-	-	-	7.66	10/28/2019	-158	12/4/2019
6.000023.08	20.31	-	-	-	20.31		0	4/16/2020
6.000032.07	74.18	-	-	-	74.18	9/11/2019	-108.79	10/15/2019
6.102300.12	1.34	-	-	-	1.34		0	3/5/2020
6.202100.02	122.08	-	-	-	122.08	8/2/2019	-46.48	11/25/2019
6.204700.03	1,206.03	-	-	-	1,206.03	8/14/2020	-100	7/18/2017
6.402750.08	110.41	-	-	-	110.41	6/8/2020	-333.49	7/8/2020
6.501700.10	80.44	-	-	-	80.44	10/28/2019	-397.13	11/8/2019
6.502200.24	2.09	-	-	-	2.09	1/30/2020	-35	3/5/2020
6.601100.11	47.75	-	-	-	47.75		0	1/9/2020
6.603300.13	49.76	-	-	-	49.76	9/11/2019	-192.45	12/4/2019
6.603600.21	182.97	-	-	-	182.97		0	11/18/2019
6.604600.03	229.19	-	-	-	229.19	4/27/2020	-94.17	6/16/2020
6.605400.25	373.46	-	-	-	373.46	9/25/2019	-185.31	2/28/2020
6.705000.14	219.75	-	-	-	219.75	8/30/2019	-196.38	12/23/2019
8.110482.01	4.83	-	-	0.38	4.45	9/16/2020	-73.65	9/28/2020
8.120836.10	434.83	-	-	-	434.83	7/7/2020	-252.98	7/23/2020
8.150600.05	4.60	-	-	-	4.60	9/6/2019	-44.84	10/11/2019
8.150639.13	178.41	-	-	-	178.41	8/23/2019	-91.53	12/3/2019
8.150653.04	82.47	-	-	-	82.47	10/18/2019	-238	11/12/2019
8.190029.23	134.54	-	-	-	134.54	10/17/2019	-122.43	11/22/2019
8.190043.05	181.40	-	-	-	181.40	4/3/2020	-100.9	6/10/2020
8.250049.07	108.05	-	-	-	108.05	6/1/2020	-100	7/8/2020
8.300014.06	12.60	-	-	-	12.60		0	10/15/2019
8.700226.17	912.88	-	-	-	912.88	6/6/2020	-231.3	9/8/2020
8.700268.04	425.02	(7.07)	-	-	432.09	2/3/2020	-100	2/24/2020
8.800011.08	134.26	-	-	-	134.26	10/28/2019	-117	10/31/2019
8.800019.09	4.58	-	-	-	4.58	2/14/2020	-47.77	1/24/2020
8.800045.05	375.61	-	-	-	375.61	8/14/2019	-218.88	12/3/2019
8.800073.18	167.70	-	-	-	167.70	10/24/2019	-111.64	11/22/2019
8.800081.01	98.23	-	-	-	98.23	11/13/2019	-76.13	12/5/2019
8.800184.14	228.30	-	-	-	228.30	9/25/2019	-180.36	10/31/2019
9.000010.14	60.75	-	-	-	60.75	7/31/2020	-135.75	9/1/2020
9.000049.08	245.75	-	-	-	245.75	3/16/2020	-160	4/16/2020
9.000054.26	250.78	-	-	-	250.78	5/29/2019	-104	11/8/2019
9.000085.15	135.32	-	-	-	135.32	8/16/2019	-73	10/1/2019
9.000099.03	222.20	-	-	-	222.20	10/2/2019	-114.35	3/11/2020
9.000160.03	41.33	-	-	-	41.33	3/31/2020	-177.96	3/25/2020

9.000169.03	153.70	-	-	-	153.70		0	5/18/2020
9.000196.11	67.59	-	-	-	67.59	5/20/2020	-20	10/2/2019
9.000216.16	327.50	-	-	-	327.50	11/28/2019	-161	1/14/2020
9.100096.01	269.96	-	-	4.22	265.74	1/25/2021	-50	9/28/2020
9.120012.08	211.54	-	-	-	211.54	6/3/2020	-75	8/20/2020
9.200012.04	20.82	-	-	-	20.82	11/29/2019	-107.79	1/1/2020
9.200049.13	145.71	-	-	-	145.71	1/2/2020	-242	2/12/2020
9.200117.21	124.51	-	-	-	124.51	6/18/2020	-124.53	9/17/2019
9.200161.03	7.50	-	-	-	7.50		0	4/24/2019
9.220107.02	33.89	-	-	-	33.89	8/27/2019	-92.62	10/10/2019
9.220124.02	768.72	-	-	-	768.72	6/18/2019	-417.23	11/6/2019
9.220136.04	296.66	-	-	-	296.66	9/11/2019	-100	10/1/2019
9.230005.12	425.59	-	-	-	425.59	5/1/2020	-141.78	8/4/2020
9.230006.07	353.47	-	-	-	353.47	8/15/2019	-192.5	10/22/2019
9.230032.05	870.15	-	-	-	870.15	6/19/2020	-179	8/28/2020
9.230036.07	331.78	-	-	-	331.78	9/18/2019	-126	11/4/2019
9.270108.04	361.56	-	-	-	361.56	10/14/2019	-149.34	1/24/2020
9.270116.02	28.56	-	-	-	28.56	9/1/2019	-50	10/28/2019
9.270119.01	157.02	-	-	-	157.02	10/4/2019	147.84	11/15/2019
9.270130.15	57.84	-	-	-	57.84	9/18/2019	-139.42	11/4/2019
9.270146.24	228.70	-	-	-	228.70		0	1/1/2020
9.270164.08	160.38	-	-	-	160.38	12/13/2019	-111.66	2/21/2020
9.270166.02	46.20	-	-	-	46.20	2/3/2020	244.9	4/13/2020
9.270168.01	395.21	-	-	-	395.21	1/2/2020	-200	8/12/2020
9.270223.02	174.69	-	-	-	174.69	8/10/2020	-100	9/9/2020
9.270308.01	9.77	-	-	-	9.77	9/12/2020	-8.23	9/3/2020
9.300008.13	232.81	-	-	-	232.81	9/25/2019	-60	11/25/2019
9.300048.04	228.79	-	-	-	228.79	9/5/2019	-100	12/12/2019
9.300059.13	165.05	-	-	-	165.05	6/11/2020	-137.44	8/1/2020
9.300099.03	219.82	-	-	-	219.82	12/11/2019	-152.03	3/17/2020
9.310174.07	187.43	-	-	-	187.43	1/19/2020	-82.64	2/20/2020
9.320013.03	33.58	-	-	-	33.58	9/2/2020	-36.61	8/31/2020
	<u>\$ 35,704.85</u>							



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Community Foundation of West Georgia Fund Agreement

AGENDA DATE: February 9, 2021

DATE PREPARED: January 22, 2021

PREPARED BY: Alisa Doyal

AMOUNT: \$5,000

GL ACCOUNT #: 2904950

FUNDING SOURCE: Cemetery Fund

BUDGETED ITEM? No

PURPOSE: To approve the Designated Pass-Through Fund Agreement between the Community Foundation of West Georgia, Inc., and the Friends of the Villa Rica City Cemeteries, and to transfer \$5,000 from the Cemetery Fund to the foundation. \$5,000 minimum deposit is required to begin the fund agreement.

BACKGROUND: The Friends of the Villa Rica City Cemeteries is a volunteer group that was established in October 2020. Volunteers work to preserve, maintain and improve the city cemeteries with clean-up projects, repairing graves and tombstones, and landscaping. Funds are needed to continue the maintenance of the cemeteries for years to come and would like to accept donations that are tax exempt. It will take approximately three years for “Friends” to become a 501(c)(3) nonprofit organization.

The Community Foundation of West Georgia is a public charity that provides our local citizens a credible and professional means of giving back to the community through a collection of funds that provide resources to support charitable activities. The Foundation acts as a resource and catalyst for charitable organizations in addition to providing an effective, tax-exempt way to make donations. The donor can make their donations through the community’s website or mail a check.

STAFF RECOMMENDATION: Staff recommends approving the agreement and transfer the \$5,000 to the foundation.

IMPACT: Will provide a tax-exempt way to make donations and increase the cemetery funds to continue the upkeep of the city cemeteries.

MOTION: I move to approve the Designated Pass-Through Fund Agreement between the Community Foundation of West Georgia, Inc., and the Friends of the Villa Rica City Cemeteries, and to transfer \$5,000 from the Cemetery Fund to the Community Foundation of West Georgia, Inc.

**DESIGNATED PASS-THROUGH FUND AGREEMENT
BETWEEN
THE COMMUNITY FOUNDATION OF WEST GEORGIA, INC.,
AND
FRIENDS OF THE VILLA RICA CITY CEMETERIES (“DONOR”)**

THIS AGREEMENT (the “Agreement”) is made and entered into as of October 19, 2020, by and between the Community Foundation of West Georgia, Inc. (the “Community Foundation”), and the Friends of the Villa Rica City Cemeteries (“Donor”).

Recitals

WHEREAS, Donors desire to establish a designated pass-through fund in the Community Foundation; and

WHEREAS, the Community Foundation is a Georgia nonprofit corporation exempt from federal income taxes under Internal Revenue Code (“Code”) section 501(c)(3), a public charity described in Code section 170(b)(1)(A)(vi), and accordingly an appropriate institution within which to establish such a designated pass-through fund; and

WHEREAS, the Community Foundation is willing and able to hold and administer such a designated pass-through fund, subject to the terms and conditions hereof.

General Provisions

NOW THEREFORE, the parties agree as follows:

1. GIFT AND FUND DESIGNATION. Donors hereby transfer irrevocably to the Community Foundation the property (cash, publicly traded securities, or other assets) described in the attached Exhibit A to establish a designated pass-through fund to be known as the Friends of the Villa Rica City Cemeteries Fund (the “Fund”). Subject to the right of the Community Foundation to reject any particular gift, from time to time the Community Foundation may accept additional irrevocable gifts of property from Donors or from any other source to be added to the Fund, all subject to the provisions hereof. All gifts, bequests, and devises to this Fund shall be irrevocable once accepted by the Community Foundation.

2. PURPOSE. The purpose of the Fund shall be to provide support to the (a single tax-exempt nonprofit organization described in Code sections 501(c)(3) and either 509(a)(1), 509(a)(2), or 509(a)(3)) (the “Designated Agency”), as directed by the Board of Directors (the “Board”) of the Community Foundation. Such support shall be used to further the charitable or other exempt purposes of the Designated Agency within

the meaning of Code section 170(c)(1) or 170(c)(2)(B) and shall be consistent with the mission and purposes of the Community Foundation.

3. DISTRIBUTIONS. The ordinary income, capital appreciation (realized and unrealized), and principal (both historic dollar value and any principal contributions, accumulations, additions, or reinvestments) allocable to the Fund, net of the fees and expenses set forth in this Agreement, may be committed, granted, or expended solely for purposes described in this Agreement.

If any gift to the Community Foundation for the Fund is accepted subject to conditions or restrictions as to the use of the gift or income therefrom, such conditions or restrictions will be honored, subject, however, to the authority of the Board to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Community Foundation or the needs of the community served by the Community Foundation. No distribution shall be made from the Fund that may in the judgment of the Community Foundation jeopardize or be inconsistent with the Community Foundation's Code section 501(c)(3) status or result in the imposition of any excise tax, penalty, or other tax, fine, or assessment under the Code.

4. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, the Community Foundation shall hold and administer the Fund, and all contributions and assets allocable to the Fund, subject to the provisions of applicable law and the Community Foundation's Articles of Incorporation and Bylaws and all Policies and Procedures for the Establishment and Operation of Funds of the Community Foundation, as amended from time to time. The Board shall oversee distributions from the Fund and shall have all powers of modification and removal specified in United States Treasury Regulation section 1.170A-9(e)(11)(v)(B).

The Board agrees to provide Donors a copy of any annual examination of the finances of the Community Foundation as reported by independent certified public accountants.

This Agreement and all related proceedings shall be governed by and interpreted under the laws of the State of Georgia. Any action with respect to this Agreement shall be brought in or venued to a court of competent jurisdiction in Carroll County, Georgia.

5. CONDITIONS FOR ACCEPTANCE OF GIFTS. Donors agree and acknowledge that the establishment of the Fund is made in recognition of, and subject at all times to, applicable law and the terms and conditions of the Articles of Incorporation and Bylaws of the Community Foundation and all Policies and Procedures for the Establishment and Operation of Funds of the Community Foundation, as amended from time to time, including, but not by way of limitation, provisions for:

- a. Presumption of Donors' intent;

- b. Variance from Donors' direction; and
- c. Amendments.

6. CONTINUITY OF THE FUND. The Fund shall continue so long as assets are available in the Fund and the purposes of the Fund can be served by its continuation. If the Fund is terminated, the Community Foundation shall use any remaining assets in the Fund exclusively for charitable or other exempt purposes that:

- a. are within the scope of the charitable and other exempt purposes of the Community Foundation; and
- b. most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

7. NOT A SEPARATE TRUST. The Fund shall be a component part of the Community Foundation. All money and property in the Fund shall be held as general assets of the Community Foundation and not segregated as trust property of a separate trust.

8. ACCOUNTING. The receipts and disbursements of the Fund shall be accounted for separately and apart from those of other gifts to the Community Foundation.

9. INVESTMENT OF FUND ASSETS. The Community Foundation shall have all powers necessary, or in its judgment desirable, to carry out the purposes of the Fund including, but not limited to, the power to retain, invest, and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or the Community Foundation's general assets.

10. COSTS OF THE FUND. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs and expenses of the Community Foundation. Those costs and expenses charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Community Foundation as applicable to funds of this type, as such schedule may be amended by the Community Foundation from time to time. Any costs and expenses incurred by the Community Foundation in accepting, transferring, or managing property donated to the Community Foundation for the Fund, including without limitation the Community Foundation's costs and expenses (including reasonable attorneys fees) of any claim or proceeding with respect to the Fund in which the Community Foundation is prevailing party, also shall be paid from the Fund.

Execution

IN WITNESS WHEREOF, Donors and the Community Foundation, by a duly authorized officer, have executed this Agreement as of the day and year first above written.

DONORS:

Donor

Donor

THE COMMUNITY FOUNDATION OF WEST GEORGIA, INC.:

By: _____

Title: _____

EXHIBIT A

LIST OF INITIAL DONATIONS TO FUND

Cash: _____

Publicly Traded Securities:

Other:

From: Alisa Doyal

Sent: Wednesday, October 21, 2020 10:02 AM

To: Tom Barber (tbarber@villarica.org) <tbarber@villarica.org>; Sarah Andrews <sandrews@villarica.org>

Subject: FW: Fund agreement and donor profile

This is the cost.



Alisa Doyal, CMC
City Clerk

City of Villa Rica

571 W. Bankhead Hwy

Direct: 678-840-1212

Office: 770-459-7000

Email: adoyal@villarica.org

Website: www.villarica.org

From: Kim Jones <kim@cfwg.net>

Sent: Wednesday, October 21, 2020 9:21 AM

To: Alisa Doyal <adoyal@villarica.org>

Subject: RE: Fund agreement and donor profile

Sure. **The fees to the foundation are 1.25% over the course of the year, each quarter, .334%. The fee to the investment firm is .644 and reduces as our assets grow. Each fund pays their pro rata share of the fee (the current asset base is \$23 million).**

Let me know if you have additional questions.

Kim



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution to Indicate Support for Roundabout at Intersection of Highway 78 and Highway 61/Industrial Blvd.

AGENDA DATE: February 09, 2021

DATE PREPARED: January 26, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To adopt a resolution indicating support for the construction of a roundabout at the intersection of Highway 78/Bankhead Highway and Highway 61/Industrial Blvd.

BACKGROUND: The Georgia Department of Transportation engaged an engineering firm to study the intersection of Highway 78 and Highway 61/Industrial Blvd. The resulting recommendations include the construction of a roundabout in front of Walgreens, CVS, Dollar Tree, and Bank OZK.

STAFF RECOMMENDATION: Staff recommends adoption of the resolution of support.

IMPACT: The goal of the study was to improve throughput at the Highway 78/Highway 61 intersection and to improve the safety of the Highway 78/Rocky Branch intersection.

MOTION: I move to adopt the resolution of support for the proposed roundabout at the intersection of Highway 78/Bankhead Highway and Highway 61/Industrial Blvd.



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

The city of Villa Rica in Carroll County supports the consideration of a roundabout at the location specified below.

Local Street Names: W Bankhead Hwy at Industrial Blvd

State/County Route Numbers: US 78/SR 8 at SR 101/SR 61

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the ____ day of _____, 20____

Attest:

By: _____

Title: _____

Clerk

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the Georgia Department of Transportation is considering the installation of a roundabout at the intersection of West Bankhead Highway (US 78/SR 8) at Industrial Boulevard (SR 101/SR 61); and

WHEREAS, the Georgia Department of Transportation has requested the approval and support of the City of Villa Rica based on certain conditions associated with the project; and

WHEREAS, the City of Villa Rica does desire to indicate to the Georgia Department of Transportation that it does support the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City does desire to indicate its support for the design and construction of the indicated roundabout; and

IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to execute the attached indication of roundabout support to be forwarded to the Georgia Department of Transportation.

IT IS SO RESOLVED, this _____ day of February, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

The city of Villa Rica in Carroll County supports the consideration of a roundabout at the location specified below.

Local Street Names: W Bankhead Hwy at Industrial Blvd

State/County Route Numbers: US 78/SR 8 at SR 101/SR 61

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the ____ day of _____, 20____

Attest:

By: _____

Title: _____

Clerk



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Resolution to Indicate Support for Roundabout at Intersection of Highway 78 and Rocky Branch Road.

AGENDA DATE: February 09, 2021

DATE PREPARED: January 26, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To adopt a resolution indicating support for the construction of a roundabout at the intersection of Highway 78/Bankhead Highway and Rocky Branch Road.

BACKGROUND: The Georgia Department of Transportation engaged an engineering firm to study the intersection of Highway 78 and Highway 61/Industrial Blvd. The resulting recommendations include the construction of a roundabout at the intersection of Highway 78/Bankhead Highway and Rocky Branch Road.

STAFF RECOMMENDATION: Staff recommends adoption of the resolution of support.

IMPACT: The goal of the study was to improve throughput at the Highway 78/Highway 61 intersection and to improve the safety of the Highway 78/Rocky Branch intersection.

MOTION: I move to adopt the resolution of support for the proposed roundabout at the intersection of Highway 78/Bankhead Highway and Rocky Branch Road.



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

The city of Villa Rica in Carroll County supports the consideration of a roundabout at the location specified below.

Local Street Names: W Bankhead Hwy at Rocky Branch Rd/Villa Tree

State/County Route Numbers: US 78/SR 8 at N/A

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the ____ day of _____, 20____

Attest:

By: _____

Title: _____

Clerk

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the Georgia Department of Transportation is considering the installation of a roundabout at the intersection of West Bankhead Highway (US 78/SR 8) and Rocky Branch Road/Villa Trace; and

WHEREAS, the Georgia Department of Transportation has requested the approval and support of the City of Villa Rica based on certain conditions associated with the project; and

WHEREAS, the City of Villa Rica does desire to indicate to the Georgia Department of Transportation that it does support the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City does desire to indicate its support for the design and construction of the indicated roundabout; and

IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to execute the attached indication of roundabout support to be forwarded to the Georgia Department of Transportation.

IT IS SO RESOLVED, this _____ day of February, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

The city of Villa Rica in Carroll County supports the consideration of a roundabout at the location specified below.

Local Street Names: W Bankhead Hwy at Rocky Branch Rd/Villa Trce

State/County Route Numbers: US 78/SR 8 at N/A

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the ____ day of _____, 20____

Attest:

By: _____

Title: _____

Clerk

RESOLUTION
CITY OF VILLA RICA

WHEREAS, the Georgia Department of Transportation is considering the installation of a roundabout at the intersection of West Bankhead Highway (US 78/SR 8) and Rocky Branch Road/Villa Trace; and

WHEREAS, the Georgia Department of Transportation has requested the approval and support of the City of Villa Rica based on certain conditions associated with the project; and

WHEREAS, the City of Villa Rica does desire to indicate to the Georgia Department of Transportation that it does support the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City does desire to indicate its support for the design and construction of the indicated roundabout; and

IT IS FURTHER RESOLVED that the Mayor and Clerk are authorized to execute the attached indication of roundabout support to be forwarded to the Georgia Department of Transportation.

IT IS SO RESOLVED, this _____ day of February, 2021.

Gil McDougal, Mayor

ATTEST:

Alisa Doyal, City Clerk



Russell R. McMurtry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

INDICATION OF ROUNDABOUT SUPPORT

To the Georgia Department of Transportation:

Attn: State Traffic Engineer
935 E. Confederate Ave, Building 24
Atlanta, GA 30316

Location

The city of Villa Rica in Carroll County supports the consideration of a roundabout at the location specified below.

Local Street Names: W Bankhead Hwy at Rocky Branch Rd/Villa Tree

State/County Route Numbers: US 78/SR 8 at N/A

Associated Conditions

The undersigned agrees to participate in the following maintenance of the intersection in the event that the roundabout is selected as the preferred concept alternative:

- The full and entire cost of the electric energy used for any lighting installed and the maintenance thereof (if needed)
- Any maintenance costs associated with the landscaping as approved by the local government and the Georgia Department of Transportation (after construction is complete)

We agree to participate in a formal Local Government Lighting Project Agreement during the preliminary design phase. This indication of support is submitted and all of the conditions are hereby agreed to. The undersigned are duly authorized to execute this agreement.

This is the ____ day of _____, 20____

Attest:

By: _____

Clerk

Title: _____



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Approval of Street Lights Along Mirror Lake Blvd.

AGENDA DATE: February 09, 2021

DATE PREPARED: January 28, 2021

PREPARED BY: Tom Barber

AMOUNT: \$5,705.00

GL ACCOUNT #: 100-4210-531231

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: To approve the installation of street lights along the cart path north of Shoreline Parkway along Mirror Lake Blvd.

BACKGROUND: Councilman Young asked staff to contact our local electric providers about the cost of installing new street lights on Mirror Lake Blvd. Eleven lights will cost a one-time fee of \$5,705 plus monthly operating costs.

STAFF RECOMMENDATION:

IMPACT: Lighting along the cart path north of the Shoreline Parkway traffic light will be improved.

MOTION: I move to authorize the City Manager to order eleven street lights along Mirror Lake Blvd. from Greystone Power Corporation for a one-time fee of \$5,705. Authority is also given to submit any additional documents required to complete the transaction.

Invoice

GREYSTONE POWER CORPORATION
PO BOX 897

DOUGLASVILLE,GA30133

DATE	CUSTOMER	INVOICE #
12/31/20	429	10003086

BILL TO
CITY OF VILLA RICA 571 W.. BANKHEAD HIGHWAY VILLA RICA, GEORGIA 30180

SHIP TO

PO NBR	SHIP DATE	SHIP VIA	FOB	DUE DATE	DOWN PYMT
				01/31/21	0.00

QUANTITY	DESCRIPTION	UOM	UNIT PRICE	AMOUNT	
1.00	INSTALL (11) 20 FT FIBERGLASS POLES WITH POST TOP FIXTURES ALONG CART PATH JOB# 429603 WR# 46956 Questions regarding invoice contact cindy.ramseyer@greystonepower.com or call 770-370-2442. PLEASE INCLUDE THE INVOICE NUMBER ON YOUR PAYMENT.	EA	5,705.00	5,705.00	
Sales Tax				0.00	
Total Invoice Amount				5,705.00	



GREYSTONE
POWER CORPORATION
An Electric Membership Corporation

P.O. Box 897, Douglasville, GA 30133-0897
Tel 770-942-6576 Fax 770-489-0940
www.greystonepower.com

County: _____

WO#: _____

OVERHEAD/UNDERGROUND ELECTRIC SERVICE AGREEMENT

The owner/developer/builder assumes all liability for damage to facilities not properly located, marked, or identified. This includes all facilities installed, but not limited to septic/sewer, sprinkler systems, and/or other utilities, and is the responsibility of the owner/developer/builder to properly identify all of these facilities. GreyStone Power will make every reasonable effort to avoid damage to such facilities. Locate marks should be maintained and visually evident when the installation of electric lines begins. Access to the property must be available. GreyStone Power will not be liable for damage to driveways, sidewalks, lawns or flowerbeds if they are in the direct path of construction of the electric lines and in the agreed upon service corridor.

Type of Service
Overhead _____ Underground _____ Both _____

Method of Installation:
Boring/Trenching _____ Installing Utility Poles _____ Placing Anchors _____ Other _____

Owner (Print) _____

Address _____

Phone: Office _____ Cell _____ Home _____

Owner Signature _____ Date _____

Staking Tech Signature _____ Date _____

Damage
Report: _____

Foreman: _____ Date: _____

GreyStone Power Corporation
P. O. Box 897
Douglasville, Georgia 30133-0897

STATE OF GEORGIA
_____ COUNTY

RIGHT OF WAY EASEMENT

This **RIGHT OF WAY EASEMENT** granted and conveyed by grantor, _____ ("Grantor") to GreyStone Power Corporation, an Electric Membership Corporation, whose post office address is P.O. Box 897, DOUGLASVILLE, GEORGIA, 30133 ("Grantee"), as of this ____ day of _____, 20____. The terms Grantor and Grantee to include each party named if more than one, each party's respective heirs, executors, administrators, successors and assigns, and the masculine, feminine and neuter gender where the context requires or permits. Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantor, does hereby grant unto Grantee the perpetual right and easement to go in and upon and occupy the property of Grantor described below (the "Property") for the following uses and purposes:

Construct and Reconstruct To install, reinstall, construct, reconstruct, replace, operate, maintain, use, repair, alter, improve, substitute for, extend and remove above ground, surface and underground lines, cables, apparatus and facilities (separately or collectively, the "System"), including, without limitation, poles, towers, crossarms, fixtures, conduits, manholes, vaults, transformers, pads, equipment and appliances, guywires, anchors and stub poles (which anchors and stub poles may be located outside the exterior boundaries of the right-of-way easement area described herein) as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy, data, TV and communication signals and any other tangible or intangible commodity.

Ingress and Egress To enter upon the property through any adjacent property of Grantor at any time for any of the purposes enumerated above.

Right-of-Way Maintenance To keep and maintain the right-of-way easement area clear, by mechanical or chemical means or otherwise, of all structures, trees, stumps, roots, shrubbery and undergrowth within the right-of-way area described below. To cut and remove any tree or trees ("danger tree(s)") outside of the right-of-way area which, in the opinion of Grantee or its representatives, constitutes a hazard to or may endanger the safe and proper operation or maintenance of said lines and system. As used herein, a danger tree is a tree whose height plus five feet is equal to, or greater than, the distance from the base thereof to a point on the ground directly beneath the nearest portion of the System. Grantor may cut any such vegetation within the easement area.

MISCELLANEOUS Grantor warrants and represents that Grantor owns the property. Grantor covenants and agrees that the System installed incident to this right-of-way easement by Grantee or its representatives shall be and remain the property of Grantee which shall be removable and replaceable at its option.

RIGHT-OF-WAY EASEMENT AREA The right-of-way easement area shall be ____ () feet in width and shall be: ____ () feet on either side of the center line shown on Exhibit "A" annexed hereto and by reference incorporated herein.

DESCRIPTION OF PROPERTY All that tract of land, including abutting waterways, streets, roads and highways, being in Land Lot ____, ____, District, ____, Section, _____ County, Georgia, more particularly described as follows:

The property of Grantor has an address of _____, _____, Georgia.

IN WITNESS WHEREOF, the undersigned Grantor has set his hand and seal the year and date first above written.

Signed, sealed and delivered
in the presence of:

Witness

Signature of Grantor #1

Print Name of Grantor #1

Witness

Signature of Grantor #2

Print Name of Grantor #2

Notary Public



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Three Rivers Commission – Area Agency on Aging Contract for Services

AGENDA DATE: February 09, 2021

DATE PREPARED: February 5, 2021

PREPARED BY: Tom Barber

AMOUNT: n/a

GL ACCOUNT #: n/a

FUNDING SOURCE: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve the FY 2021 Three Rivers Commission grant contract for senior services.

BACKGROUND: The City has provided meals to seniors under a contract with the Three Rivers Regional Commission for thirty years. The contract allows the City to address health and wellness services with its senior population through the provision of meals to qualifying seniors funded by reimbursements through state and federal grants.

The City's reimbursement for meals are as follows:

- Home Delivered Meals \$6.56
- Congregant Meals \$7.98

The Three Rivers Commission staff conducted their SFY 2019 financial monitoring visit to the City of Villa Rica on April 23, 2020 and found the senior services program to be in full compliance in accordance with the records of the Three Rivers Commission's Area Agency on Aging.

A copy of the contract is attached.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Executing the contract allows us to continue operating the senior meals program through the 2021 state fiscal year.

MOTION: I move to authorize the Mayor to execute the senior services reimbursement grant contract with Three Rivers Regional Commission effective July 1, 2020 through June 30, 2021.

RESULTS OF FINANCIAL MONITORING

PROGRAM: City of Villa Rica

REVIEW PERIOD: SFY 2020

LOCATION: Villa Rica, GA

DATE OF VISIT: April 23, 2020

PERSON CONTACTED: Sarah Andrews, Chief Financial Officer

PERSONS CONDUCTING MONITORING: Rhonda McDougal, WellSky Coordinator

The SFY 2020 financial monitoring the City of Villa Rica found the program in full compliance in accordance with the records of the Three Rivers AAA. These are my findings:

Personnel expenses

- ★ Reviewed payroll for Elizabeth Barber. Ms. Barber worked 38.22 regular hours. She was paid direct deposit in the amount of \$442.53 on 8/8/19. Reviewed another payroll for Ms. Barber. She worked 40.23 hours. She was paid direct deposit in the amount of \$463.89 on 1/23/20. Time sheets and payroll register all balance back to support each other.
- ★ Reviewed payroll for Glenda Golden. Ms. Golden worked 38.47 regular hours. She was paid direct deposit in the amount of \$426.88 on 8/8/19. Reviewed another payroll for Ms. Golden. She worked 41.67 regular hours. She was paid direct deposit in the amount of \$454.95 on 1/23/20. Time sheets and payroll register all balance back to support each other.
- ★ Reviewed payroll for Ernestine Mullins. Ms. Mullins worked 80 regular hours. She was paid direct deposit in the amount of \$1453.15 on 8/8/2019. Reviewed another payroll for Ms. Mullins. She worked 64 regular hours and used 16 sick leave hours. She was paid direct deposit in the amount of \$1468.40 on 1/23/2020. Time sheets and payroll register balance back to support each other.

I found that their timecards and payroll summary all balanced back to each other. All records were kept together where they could be easily located. Records were locked to prevent violations of privacy laws.

Non-personnel expenses:

- ★ Reviewed invoice #382540434 dated 8/12/2019 from Sysco Food Services of Atlanta purchasing food for meals served in the senior center. The total amount of the invoice was \$1361.31. This invoice was paid in full on ck #31037 on 8/22/19. Reviewed invoice #382557974 dated 8/19/2019 from same foodservice provider in the amount of \$1605.17. This invoice was paid by check #31125 on 8/28/19. Each invoice is marked with a description of the G/L accounts being charged.
- ★ Reviewed invoice #9834765171 from Verizon for cell phone service. The total amount of the invoice was \$3220.32, with \$59.29 being charged to the senior center. The total amount was paid by check # 30869 on 8/15/19. Reviewed invoice #9844933031 from this same vendor in the amount of \$3410.32, with \$59.41 being charged to the senior center. This total amount was paid by check #32604 on 1/15/2020. Each invoice is marked with a description of the G/L accounts being charged.
- ★ Reviewed 8/5/19 invoice from SyncGlobal Telecom for internet. The total amount of the invoice was \$8527.52, with \$206.96 being charged to the senior center. The total amount was paid by check #30858 on 8/15/19. Each invoice is marked with a description of the accounts being charged.
- ★ Reviewed invoice #080719 from Georgia Power. The total amount of the invoice is \$48809.25, with \$1146.06 being charged to the senior center. The total amount was paid by check #030828 on 8/15/19. Each invoice is marked with a description of the G/L accounts being charged.

I found that the receipts, invoices, and check stubs balanced back to each other. All purchases and payments are approved and initialed before payment is made.

- ★ The provider has the contract with the AAA on file.
- ★ The provider uses an organizational chart which sets forth line of responsibility.
- ★ Payroll records are obtained for a minimum of 7 years, front page of application is kept permanently, disciplinary issue forms are shredded when employment is terminated, all other records are stored according to State of Georgia guidelines.
- ★ The service provider provides timely financial reports to the AAA.
- ★ The provider uses a chart of accounts to identify accounting transactions.
- ★ All records are filed in a secured location.
- ★ The provider has a system of authorizations and approvals established for all financial transactions.
- ★ Bank statements are reconciled at mid-month and month end.

- ★ Program income is deposited weekly these funds are in the county's General Funds bank account.
- ★ All invoices are approved by the Director before payment is made.
- ★ Invoices are canceled when paid.
- ★ Purchase orders are used.
- ★ Employee performances will be evaluated on a yearly basis or according to county policy if needed.
- ★ The provider uses a handbook for employee policies and procedures.
- ★ All personnel records are filed in a secure location.

SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES

THIS CONTRACT, #04-045-02-AAA-2021, entered into as of the 1st day of July 2020, by and between

CITY OF VILLA RICA – PARKS & RECREATION DEPARTMENT
(hereinafter referred to as “SUBCONTRACTOR”) and the

THREE RIVERS REGIONAL COMMISSION
(hereinafter referred to as “TRRC”).

T-III C Funding CFDA# 93.045	ACL-NSIP Funding CFDA# 93.053
SSBG-HCBS Funding CFDA # 93.667	

WITNESSETH THAT:

WHEREAS, TRRC desires to engage the SUBCONTRACTOR to render certain services hereinafter described in connection with an undertaking or program (hereinafter referred to as the “program”) which is to be wholly or partially financed by a grant from the U.S. Government through Georgia Department of Human Services (DHS) (hereinafter, along with the appropriate auditing agency of the entities making such grant, referred to as “the funding agencies”), and

WHEREAS, the SUBCONTRACTOR desires to render such services in order that the elderly and/or disabled persons in the Three Rivers Regional Commission region may live independently in their communities for as long as possible thereby preventing premature institutional placement.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

SECTION TWO
GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2020 through June 30, 2021. The effective date of this contract is July 1st, 2020. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2021.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

service units provided during that month for each cost center as specified in Attachment "B"

TRRC shall verify and process reimbursement requests on or before the 15th working day of the month. TRRC shall distribute processed payments on or before the 25th day of the following month.

- (2) Upon the basis of TRRC's determination to its satisfaction that the SUBCONTRACTOR is in compliance with the terms of this agreement, including but not limited to the Paragraph titled **Subcontracts** below, and its audit and review and approval of (1) the monthly program performance report for the relevant month, and (2) the payment request by cost center, for the relevant month as specified hereinabove, TRRC will make payment to the SUBCONTRACTOR not more than once per month.
- (3) TRRC may, at its discretion, disallow or delay payment of all or part of a request if TRRC determines that the SUBCONTRACTOR is not in compliance to TRRC's satisfaction with any of the terms of this agreement. **Unless the monthly program performance report and the reimbursement request are received by TRRC on or before the fifth day of the month reimbursement may be withheld until the following payment cycle.**

(b) **Final Payment**

- (1) The SUBCONTRACTOR's payment request for the last month of the contract term must be received by TRRC no later than five days after the termination date of this contract. Proposed adjustments subsequent to this date are to be requested within ten days of contract termination. TRRC may, at its discretion, disallow payment of all or part of a final request received after this deadline.
- (2) The final request will be the request submitted on or before the fifth day following the termination date. Adjusted reports received by TRRC on or before the tenth day after the contract termination will become the final request.
- (3) Upon receipt by TRRC of the SUBCONTRACTOR's final payment request and all other required documentation, TRRC will review such documents and make comparisons among the costs authorized in Attachment "A" for each cost center and the cumulative value of all payments for each cost center. Based on such comparisons and upon its determination that all other requirements hereunder have been completed, TRRC will make either a final payment to the SUBCONTRACTOR for any allowable expenditure in excess of prior payments for each cost center or request from the SUBCONTRACTOR reimbursement of any overpayment. The SUBCONTRACTOR shall refund to TRRC any such overpayment within thirty calendar days of notification by TRRC.

(c) **Advance Payments**

- (1) Effective July 1, 2000, any Contractor who wishes to obtain an advance payment on any contractual obligations from the THREE RIVERS REGIONAL COMMISSION must provide an Irrevocable Letter of Credit payable to the THREE RIVERS REGIONAL COMMISSION for any advance amount requested in excess of ninety (90) percent of one twelfth (1/12th) of the annual contract amount. Contractor shall be bonded as stated in 29 (c).
- (2) The Irrevocable Letter of Credit will be called upon in the event the Contractor ceases to do business during the course of a contract period and fails to comply with the terms of this Agreement. Additionally, if such an event occurs, the TRRC will withhold from any remaining payments due to the Contractor the amount necessary to ensure that the total amount of advanced funds granted has been recouped.
- (3) Advanced payments issued to the Contractor shall be reclaimed in one-third installments during the contract period. Upon receipt by TRRC of the SUBCONTRACTOR's payment request during the ninth, tenth and eleventh month of the contract period, TRRC will reclaim one-third of any advanced funds during each of the three payment periods aforementioned with 100% of all advanced funds reclaimed during the eleventh month payment period.

6. **Communications.** All formal communication regarding this contract shall be in writing between the person executing this contract on behalf of the SUBCONTRACTOR (executor) and TRRC's Executive Director. Formal communications regarding this contract shall include, but not necessarily be limited to amendments, correspondence, progress reports and fiscal reports. The SUBCONTRACTOR shall bear the cost and other liability risks of making any changes covered by this contract in advance of receiving a formal contract change order from the TRRC Executive Director. The SUBCONTRACTOR executor and TRRC's Executive Director shall each have the right to designate in writing to the other an agent to act in his or her behalf regarding this contract. Any restrictions to such designation shall be clearly defined in the written designation.
7. **TRRC's Designated Agent.** TRRC's Executive Director hereby designates JOY Y. SHIRLEY, AREA AGENCY ON AGING DIRECTOR, as the agent for purposes of this contract only, except for executing amendments (see paragraph entitled "**Amendments**" below) or terminations (see paragraph entitled "**Termination**" below) or for interpretation of the requirements of this contract. In addition, all formal communications regarding this contract to include correspondence, reports, and requests for payments shall be submitted directly to the TRRC's AAA DESIGNATED AGENT and copied to the TRRC's Executive Director. Such appointments herein may be changed only by TRRC via a written addendum to this agreement.
8. **Review and Coordination.** To ensure adequate assessment of the SUBCONTRACTOR's program and proper coordination among interested parties, TRRC shall be kept fully informed concerning the progress of the work and services to be performed hereunder. The SUBCONTRACTOR may be required to meet with designated representatives of TRRC and

the funding agencies from time to time to review the work and services performed. Reasonable written notice of such review meetings shall be given to the SUBCONTRACTOR. The execution of a Health Insurance Portability and Accountability Act (HIPAA) Business Associate agreement shall occur prior to execution of this agreement and the HIPAA Business Associate agreement shall outline access granted to records under HIPAA regulations.

9. **Access to Records and Inspections.** The state and federal government and the designated TRRC staff member(s) shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the SUBCONTRACTOR and fourth party SUBCONTRACTOR(s). Upon request of such records, the SUBCONTRACTOR shall immediately provide the records requested. Failure to provide such records may result in termination of the contract and withholding of any remaining payments due until such time the SUBCONTRACTOR furnishes the records requested.

Reinstatement of payments to Contractors who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council. The SUBCONTRACTOR has executed a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with the TRRC. Through the Business Associate Agreement, the SUBCONTRACTOR acknowledges and agrees that the Georgia Department of Human Services (DHS) Division of Aging Services, including the Long-Term Care Ombudsman, and the TRRC Area Agency on Aging provide functions that are considered health oversight agencies in their funding, quality improvement and regulatory functions. As health oversight agencies, protected health information must be shared with them and authorization is not required, according to HIPAA. The SUBCONTRACTOR is responsible for ensuring that a HIPAA Business Associate Agreement is executed by any fourth party SUBCONTRACTORS authorizing the same level of access to the entities noted above.

The SUBCONTRACTOR and fourth party SUBCONTRACTORS record retention requirements are six (6) years from submission of final expenditure reports. If any litigation, claim, or audit is started before the expiration of the six-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved. The SUBCONTRACTOR agrees that the DHS Office of Investigative Services, upon the request of the Commissioner or designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this contract made against an employee of the SUBCONTRACTOR. The SUBCONTRACTOR agrees to cooperate fully in such investigations by providing the Office of Investigative Services full access to its records and by allowing its employees to be interviewed during such investigations.

The TRRC and the State Department of Human Services shall have the right to monitor and inspect the operations of the SUBCONTRACTOR and any fourth party SUBCONTRACTORS for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at anytime during the term of this Contract. The SUBCONTRACTOR agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include,

without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. DHS and/or TRRC will provide the SUBCONTRACTOR with a report of any findings and recommendations and may require the SUBCONTRACTOR to develop corrective action plans as appropriate. Such corrective action plans may include requiring the SUBCONTRACTOR to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the DHS and/or TRRC.

The THREE RIVERS REGIONAL COMMISSION's Council has established the following sanctions for any violations of this section of the contract:

“If at any time an official representative of the TRRC (a staff member and/or an outside party hired to review certain records, documents, and/or procedures) is denied access to the information requested, or if the Contractor does not provide such information as requested, the TRRC will withhold any pending and/or future payments for services rendered until such time that the information is presented.”

10. General

- (a) The SUBCONTRACTOR agrees to carry out the program in accordance with all terms, provisions and conditions of the applicable guidelines and regulations issued by the funding agencies (e.g., the Older Americans Act of 1965, as amended, 45 CFR 74, 45 CFR 92, and 45 CFR 202). TRRC shall determine the appropriateness and application of such terms, provisions, and conditions. The SUBCONTRACTOR also agrees to carry out the program in compliance with requirements relating to the application, acceptance and use of Federal funds for this program, including, but not limited to, Executive Order 12372 and 41 CFR 29-70 or 45 CFR 74 or 45 CFR 92, as appropriate. The SUBCONTRACTOR assures and certifies that it shall comply with all requirements imposed by TRRC or the funding agencies concerning special requirements of law or program requirements including, but not limited to, 45 CFR 1321, or 45 CFR 202, as appropriate. The Code of Federal Regulations (CFR) are available at <http://www.gpoaccess.gov/cfr/>
- (b) The SUBCONTRACTOR agrees that the purpose of this program is to develop greater service capacity and to foster the development of comprehensive and coordinated service delivery systems to serve older persons and others deemed in need. To accomplish this purpose, the SUBCONTRACTOR agrees to execute a program which will:
 - (1) secure and maintain maximum independence and dignity in a home environment for older persons and other eligible individuals capable of self-care with appropriate supportive services;

- (2) remove individual and social barriers to economic and personal independence; and
- (3) provide specified services to eligible individuals who reside within the planning and service area, with greatest social need being determined by advanced age (75 years or more);
- (4) transport those deemed in need to scheduled sites.

11. **SUBCONTRACTOR's Personnel.** The SUBCONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the services under this contract. Such personnel shall not be employees of TRRC.

12. **Standards for Service Performance.**

- a) The SUBCONTRACTOR shall perform all services in accordance with the definitions cited in Attachment A and as further defined in relevant notices issued by TRRC, or through TRRC from the Georgia Department of Human Services, the Administration on Aging, U. S. Department of Health and Human Services or any other funding entity.
- b) The SUBCONTRACTOR agrees to administer all programs in accordance with the Georgia Department of Human Services-Division of Aging Services Policies and Procedures. SUBCONTRACTOR will use the On-line Directives Information System (www.odis.dhr.state.ga.us) to stay current with the policies and procedures. The manuals may periodically be amended by DHS.
- c) The SUBCONTRACTOR assures that client assessment data and other required data elements for non-Medicaid Home and Community Based Services clients are collected and entered into the Harmony System in a timely manner.
- d) The SUBCONTRACTOR agrees to have a policy for reporting suspected abuse, neglect or exploitation since providers of Non-Medicaid Home and Community Based Service are considered mandated reporters under O.C.G.A. 30-4, "Protection of Disabled Adults and Elder Person."
- e) The SUBCONTRACTOR agrees that no changes resulting in a decrease in the scope of services, units of service to be provided, or numbers of persons to be served or any change in unit cost will be made without prior written approval of TRRC as provided in the Paragraph titled Amendments, herein below.
- f) The SUBCONTRACTOR agrees to implement Fee-For-Service/Cost Sharing requirements for non-Medicaid Home and Community Based Services, as required by the Department of Human Services-Division of Aging policies. SUBCONTRACTOR agrees that revenue generated from fee-for-service/cost sharing will be used to expand the services for which such pays was given.
- g) The SUBCONTRACTOR agrees that recipients of services have the opportunity to voluntarily contribute toward Older Americans Act Services provided, which is called

Program Income. SUBCONTRACTOR agrees that any Program Income generated as a result of this contract activity shall be expended in compliance with the funding sources identified in this contract. SUBCONTRACTOR also agrees that any Program Income collected shall be expended monthly or at intervals such that state and local funds are not expended at an accelerated rate.

- h) The SUBCONTRACTOR assures that aging services will not be denied to any person because they cannot or will not contribute toward the cost of the service for Title III Services.
- i) The SUBCONTRACTOR agrees to work with potential clients that want to pay privately for services.
- j) The SUBCONTRACTOR agrees to have a policy on how to handle emergency situations, accidents and/or critical incidents.
- k) The SUBCONTRACTOR agrees to have a policy on how to handle disasters.
- l) The SUBCONTRACTOR agrees to have a procedure for investigating and resolving complaints made by clients, family or other caregivers, or interested persons.
- m) The SUBCONTRACTOR agrees to have a written policy on for providing staff orientation and ongoing training for employees. Documentation on the types of trainings provided and attendees will be maintained by the SUBCONTRACTOR.
- n) The SUBCONTRACTOR acknowledges that TRRC has developed a multi-year Area Plan on Aging which is updated annually (hereinafter referred to as the "Area Plan") for a comprehensive and coordinated system for the delivery of supportive and nutrition services to the elderly and/or disabled.
- o) The SUBCONTRACTOR further acknowledges that said Area Plan defines the specific services to be provided to eligible persons residing within the TRRC Planning Area and that those services provided under this contract are a part of said Area Plan.
- p) The SUBCONTRACTOR acknowledges that said Area Plan delineates a range of available services for the elderly and/or disabled and, therefore, the SUBCONTRACTOR agrees to coordinate and cooperate with all other TRRC contracted service providers to the fullest extent possible and in a manner satisfactory to TRRC.
- q) Descriptions of supportive services and nutrition services included in this contract are listed in Attachment A, hereof, and shall be the basis for determining the SUBCONTRACTOR's performance of supportive services and nutrition services.
- r) The following special provisions shall apply to nutrition services:

- 1) The selection, relocation, and closing of nutrition sites shall have the prior written approval of TRRC. The sites approved in this contract as specified in "Provider Services Detail Report" in Attachment B.
 - 2) The SUBCONTRACTOR shall not initiate the delivery of nutrition services under this contract at a site not approved by TRRC.
 - 3) The SUBCONTRACTOR agrees to notify the AAA Gateway/ADRC of any openings in their HCBS programs. Once a referral is received by the SUBCONTRACTOR and a face-to-face assessment is conducted, they will notify the AAA Gateway/ADRC Staff within 30 days of their acceptance or denial of that person as a client.
 - 4) The SUBCONTRACTOR agrees to provide congregate meals to an average of 20 participants per day.
 - 5) The SUBCONTRACTOR agrees to serve hot or other appropriate meals at least once a day, for a minimum of 250 service days a year.
 - 6) The number of meals specified in the contract standards sets forth the maximum number of meals to be served under this contract.
 - 7) The SUBCONTRACTOR agrees to provide supportive services for their clients. Supportive services include: (a) access to services such as outreach, information/assistance; (b) recreational activities; (c) nutrition education; (d) nutrition screening/assessments; (e) nutrition counseling; and (g) health screening.
 - 8) The SUBCONTRACTOR agrees that staff engaged in food storage, preparation and distribution will observe all applicable Department of Human Services Rules and Regulations and local health ordinances governing food safety.
 - 9) The SUBCONTRACTOR agrees to attend monthly Site Manager Staff Meetings.
 - 10) The SUBCONTRACTORS that cook on site are required attend all menu planning meetings and use approved TRRC menu daily.
 - 11) The SUBCONTRACTOR agrees to attend the TRRC annual senior picnic.
 - 12) The SUBCONTRACTOR agrees that TRRC functions takes precedence over local functions, such as staff training, meetings, and volunteer recognitions.
 - 13) The SUBCONTRACTOR must have the TRRC logo printed on all publications and indicate that TRRC is a funding source for the programs.
13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

have procedural requirements which, at a minimum, include all of the safeguards and elements of the model **Client Grievance/Complaint Procedure** on file at TRRC and available from TRRC upon written request.

14. **Reports.** The SUBCONTRACTOR shall furnish TRRC with monthly program performance reports, in such form as may be specified by TRRC, describing the work accomplished by the SUBCONTRACTOR. Such report(s) shall be furnished to TRRC within five days after the end of the period reported. All due dates in this contract shall be based on calendar days. If any such due date should occur on Saturday, Sunday or a TRRC holiday, the next TRRC workday shall be considered the due date.
15. **Rights in Documents, Materials and Data Produced.** The SUBCONTRACTOR agrees that all reports, studies, records, and other data prepared by or for it under the terms of this contract shall be the property of TRRC upon termination or completion of the work. TRRC shall have the right to use the same without restriction or limitation and without compensation to the SUBCONTRACTOR other than that provided for in this contract. For the purposes of this contract, "data" includes writings, sound recordings, photographs, films, videotapes or other graphic representations and works of a similar nature. No documents, material or data produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the SUBCONTRACTOR or its fourth party SUBCONTRACTORS. The SUBCONTRACTOR acknowledges that matters regarding the rights to inventions and materials generated by or arising out of this contract may be subject to certain regulations issued by the funding agencies. Information regarding the applicability of such regulations to a specific situation may be obtained by written request to TRRC.
16. **TRRC'S Right to Suspend Contract:** The TRRC reserves the right to suspend the contract/subgrant in whole or in part under this contract provision if it appears to the TRRC that the SUBCONTRACTOR is failing to substantially comply with the quality of service or the specified completion schedule of its duties required under this contract, and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement, at the discretion of the TRRC, in the programmatic performance or service delivery and/or to comply with any order or directive of a state or federal agency or court or arbitrator(s) with jurisdiction, by law or by consent, over the TRRC.
17. **Cooperation in Transition of Services** The SUBCONTRACTOR agrees upon termination of this contract, in whole or in part, for any reason that the SUBCONTRACTOR will cooperate as requested by the TRRC to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the TRRC. This will include but not be limited to the transfer of the consumer/customer/client records, personal belongings, and funds of all consumers/customers/clients as directed by the TRRC. SUBCONTRACTOR further agrees that should it go out of business and/or cease to operate, all original records of consumers/customers/clients served pursuant to this contract shall be transferred by the SUBCONTRACTOR to the TRRC immediately and shall become the property of the TRRC in addition to any other remedy afforded the TRRC hereunder or by law. Failure to cooperate in the transition of services will result in the SUBCONTRACTOR becoming an ineligible contractor/SUBCONTRACTOR for a period of three (3) years from the end of this contract period.

18. **Force Majeure.** Each party will be excused from performance under this contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the SUBCONTRACTOR from its liability for work performed by any fourth party SUBCONTRACTORS. If the services to be provided to the TRRC are interrupted by a force majeure event, the TRRC will be entitled to an equitable adjustment to the fees and other payments due under this contract.
19. **Publicity.**
- A. SUBCONTRACTORS must ensure that any publicity given to the program or services provided herein identify the TRRC AAA and the State Department of Human Services as sponsoring agencies. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the SUBCONTRACTOR. Prior approval for the materials must be received from the TRRC and DHS's managing programmatic division/office. All media and public information materials must also be approved by the State of Georgia's Commissioner's Office of Policy and Government Services, Office of Communications. In addition, the SUBCONTRACTOR shall not display the TRRC or DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Executive Director of the TRRC and/or the Commissioner of DHS.
- B. Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health, the Commissioner's Office of Policy and Government Services must be notified prior to major publicity and/or media campaigns developed by or for the board-operated programs which identify DHS as a sponsoring agency. This is to enable the Commissioner's Office of Policy and Government Services to support the effort and to respond in a timely manner to inquiries to DHS that might result. In addition, the SUBCONTRACTOR shall not display DHS's name or logo in any manner, including, but not limited to, display on SUBCONTRACTOR's letterhead or physical plant, without the prior written authorization of the Commissioner of DHS.
20. **Inventions, Patents, Copyrights, Intangible Property and Publications.** The SUBCONTRACTOR agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this contract, to report such facts in writing promptly and fully to the TRRC. The TRRC, the federal agency, and DHS shall determine whether protection of the invention or discovery shall be sought. The TRRC, the federal agency and DHS will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.

Copyrights. Except as otherwise provided in the terms and conditions of this contract, the author or the TRRC or DHS is free to copyright any books, publications, or other

copyrightable materials developed in the course of, or under this contract. Should any copyright materials be produced as a result of this contract, the TRRC, the federal agency and DHS shall reserve a royalty-free nonexclusive and irrevocable right to reproduce, modify, publish, or otherwise use and to authorize others to use the work for government, TRRC, and/or departmental purposes.

Publications: All publications, including pamphlets, art work, and reports shall be submitted to the TRRC on disk or electronically.

21. **Financial Management System.** SUBCONTRACTOR certifies that its financial management system currently complies and will continue to comply with all of the standards for financial management systems specified in 45 CFR 74, or 45 CFR 92, 41 CFR 29-70 as appropriate. In addition, the SUBCONTRACTOR agrees to accurately maintain its financial records for each cost center as specified in Attachment B in such form and utilizing such procedures as TRRC or the funding agencies may require. This includes, but it not limited to, the requirement that SUBCONTRACTOR financial records shall provide for (1) accurate, current, and complete disclosure of the financial results of each cost center; (2) records that identify adequately the source and application of funds by cost center for activities supported under this contract; and (3) time, attendance, and payroll distribution records to support salaries and wages paid to employees of the SUBCONTRACTOR.
22. **Employee's Rate of Compensation.** The rate of compensation for work performed under this program by a staff member or employee of the SUBCONTRACTOR shall not exceed the compensation of such person that is applicable to his or her other work activities for the SUBCONTRACTOR. Time and attendance and payroll distribution records shall support charges for salaries and wages of individual employees.
23. **Financial Reports.** In addition to other records required by this contract, the SUBCONTRACTOR agrees to provide to TRRC such additional financial reports in such form and frequency as TRRC may require in order to meet the TRRC's requirements for reporting to funding agencies.
24. **Audits.** SUBCONTRACTORS that expend \$750,000 or more in Federal funds during their fiscal year agree to have a single entity-wide **audit** conducted for that year in accordance with the provisions of the Single Audit Act Amendments of 1996 (Public Law 104-156) and their implementing regulation, 2 CFR 200 (Super Circular), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending \$100,000 or more in State funds during their fiscal year agree to have an entity-wide **audit conducted for that year** in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. The audit reporting package shall include the documents listed in Policy 1244 of the DHS Directives Information System.

SUBCONTRACTORS expending at least \$25,000 but less than \$100,000 in State funds

during their fiscal year agree to prepare **unaudited entity-wide financial statements for that year. Assertions concerning** the basis of financial statement preparation must be made by the president or other corporate official as described in Policy 1244 of the DHS Directives Information System.

The SUBCONTRACTOR further agrees to submit the required audit or financial statement, within 180 days after the close of the SUBCONTRACTOR's fiscal year to:

*Three Rivers Regional Commission
LeeAnn Davis
Aging Fiscal Coordinator
P.O. Box 1600
Franklin, GA 30217*

Effective July 1, 2010, the THREE RIVERS REGIONAL COMMISSION's Council has established the following sanction for any violation of this contractual requirement:

If a Contractor fails to provide a final audit statement as required under the contract's terms, the TRRC will withhold any pending and/or future payments for services rendered until such time that the final audit is submitted and verified. If a pattern of such failures materializes, the Contractor will become ineligible to receive TRRC contracts for a period of 12 months. Recognizing that some situations might arise that are above and beyond the Contractor's control, the TRRC may extend the date of receipt of the final audit for a thirty (30) day period upon request and verifiable documentation related to the reason for the extension. Extensions past the thirty (30) day period may be requested, but any such request must be presented in person before the TRRC's Council with the Contractor's auditor present.

Reinstatement of payments to SUBCONTRACTORS who have been sanctioned as denoted above must be approved by the TRRC's Council at the next regularly scheduled meeting of the Council.

25. **Interest of SUBCONTRACTOR.** The SUBCONTRACTOR covenants that neither the SUBCONTRACTOR, nor anyone controlled by the SUBCONTRACTOR, controlling the SUBCONTRACTOR, or under common control with the SUBCONTRACTOR, nor its agents, employees or fourth party SUBCONTRACTORS, presently has an interest, nor shall acquire an interest, direct or indirect, which would conflict in any manner or degree with the performance of its service hereunder, or which would prevent, or tend to prevent, the satisfactory performance of the SUBCONTRACTOR's service hereunder in an impartial and unbiased manner. The SUBCONTRACTOR further covenants that in the performance of this contract no person having any such interest shall be employed by the SUBCONTRACTOR as an agent, fourth party SUBCONTRACTORS or otherwise. If the SUBCONTRACTOR contemplates taking some action which may constitute a violation of this paragraph, and SUBCONTRACTOR shall request in writing the advice of TRRC, and if TRRC notifies the SUBCONTRACTOR in writing that the SUBCONTRACTOR's contemplated action will not constitute a violation hereof, then the SUBCONTRACTOR shall be authorized to take such action without being in violation of this paragraph.

26. **Interest of Members of TRRC and Others.** No officer, member or employee of TRRC, and no public official of any local government which is affected in any way by the program, who exercises any function or responsibilities in the review or approval of the program or any component part thereof, shall participate in any decision relating to this contract which affects his or her personal interests or the interest of any corporation, partnership or association in which he or she is directly, or indirectly, interested; nor shall any such officer, member or employee of TRRC, or public official of any local government affected by the program, have an interest, direct, in this contract or the proceeds arising therefrom.
27. **Officials Not to Benefit.** No member or delegate to the (1) Legislature of the State of Georgia, elected or appointed State of Georgia official, or employee of the State of Georgia Department of Human Services (and Division of Aging Service) and (2) Congress of the United States of America, resident commissioner or employee of the United States Government, shall participate or influence any decision relating to the award or administration of this contract which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly, or indirectly, has any involvement.
28. **Restrictions on Hiring of TRRC Employees.** The SUBCONTRACTOR and any associated fourth party SUBCONTRACTORS shall not hire, retain, or engage in any paid or unpaid capacity (employee, consultant, or advisor) an employee (full-time, part-time, or consultant) of the TRRC within a twelve (12) month period after the termination date of this contract. Further, any former TRRC employee who is hired, retained, or engaged having met the above 12 month restriction may not be directly involved with the management and performance of this contract without the express written approval of the TRRC Executive Director. SUBCONTRACTOR violation of this restriction shall be grounds for contract termination.
29. **Project Administration.**
- (a) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor is responsible for ensuring that all terms and conditions of the contract are fully met to TRRC's satisfaction.
 - (b) The SUBCONTRACTOR agrees that all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be responsible to the SUBCONTRACTOR executor.
 - (c) The SUBCONTRACTOR agrees that the SUBCONTRACTOR executor and all persons who administer the funds associated with this contract on behalf of the SUBCONTRACTOR will be bonded in an amount equal to at least ten percent of the total amount specified in Attachment "B" of the contract or \$25,000, whichever is less, if receiving an advance of funds. The SUBCONTRACTOR shall transmit written documentation of such bonding to TRRC, in form satisfactory to TRRC, prior to receipt of any funds from TRRC. For bonds that expire before the completion date of this contract, proof of renewal of such bond shall be provided to TRRC, within 20 days after renewal.

- (d) The SUBCONTRACTOR agrees to administer the program in a manner satisfactory to TRRC and in accordance with relevant procedures, as determined by TRRC and the funding agencies (e.g., 29 CFR 1321 or 45 CFR 202 as appropriate).
- (e) The SUBCONTRACTOR shall at all times maintain during the term of this agreement policies of insurance (including, where applicable, Worker's Compensation coverage) covering any property acquired with funds made available by this agreement, as well as public liability insurance with generally recognized, responsible insurance companies authorized to do business in the state of Georgia, each of which are also qualified and authorized to assume the risks undertaken. Such insurance shall be in such amounts as a responsible and prudent company or organization would require under similar circumstances. Such insurance shall cover the SUBCONTRACTOR and its above, described property, as well as its employees, agents and volunteers.

30. **Subcontracts.** Work or services to be performed under this (third party) contract by the SUBCONTRACTOR may be subcontracted (fourth party) under the following conditions:

- (a) The SUBCONTRACTOR agrees that the selection of fourth party SUBCONTRACTORS requires competition between potential fourth party SUBCONTRACTORS pursuant to 45 CFR 74 or adequate justification for sole source selection.
- (b) All such subcontracts shall bind the fourth party SUBCONTRACTOR to applicable terms and conditions of this (third party) contract between TRRC and the SUBCONTRACTOR.
- (c) Any fourth party contract in excess of \$10,000 total value shall have written TRRC approval prior to execution. TRRC approval shall not be unreasonably withheld.
- (d) A copy of all fourth party contracts shall be on file at the SUBCONTRACTOR's office and available for review by TRRC monitors upon request.
- (e) The SUBCONTRACTOR will be responsible for the performance of any fourth party SUBCONTRACTORS to whom any duties are delegated under any provision of this contract.
- (f) The SUBCONTRACTOR agrees to reimburse the TRRC for any federal or state audit disallowances arising from a fourth party SUBCONTRACTOR's performance or non-performance of duties under this contract which are delegated to the fourth party SUBCONTRACTORS.
- (g) If the SUBCONTRACTOR subcontracts for the provision of any deliverables pursuant to this contract, the SUBCONTRACTOR agrees to include the following in each subcontract:

1. Stipulations that the fourth party SUBCONTRACTORS is required to adhere to each provision of this contract related to the quality and quantity of deliverables, compliance with state and federal laws and regulations, confidentiality, auditing, access to records and contract administration.
 2. A clear statement of the service or product being acquired through said subcontract with detailed description of cost including properly completed Division of Aging Services Unit Cost Methodology documentation, as appropriate.
- (h) The SUBCONTRACTOR shall promptly pursue, at its own expense, appropriate legal and equitable remedies against any fourth party SUBCONTRACTORS who fails to adhere to the contract requirements. The SUBCONTRACTOR's failure to proceed against a fourth party SUBCONTRACTORS will constitute a separate breach by the SUBCONTRACTOR in which case the TRRC may pursue appropriate remedies as a result of such breach.

Failure by the SUBCONTRACTOR to comply with the provisions of this paragraph in a timely manner as determined by TRRC, may at TRRC's discretion result in disallowance or delay in payment under the Paragraph titled "**Method of Payment**" or in termination pursuant to the Paragraph titled "**Termination**" below.

31. **Assignability.** The SUBCONTRACTOR shall only assign, sublet or transfer all or any portion of its interest in this agreement with the prior written approval of TRRC.
32. **Amendments.** The TRRC may require changes in this contract from time-to-time. Such changes, including any increase or decrease in the amount of the SUBCONTRACTOR's compensation shall be incorporated in written amendments to this contract. Only the TRRC's Executive Director may execute amendments to this contract on behalf of the TRRC.
33. **Disputes and Appeals.** The TRRC Executive Director shall decide any questions arising under this contract. Such questions must be submitted to the TRRC's Executive Director in writing via certified mail, return-receipt requested. The TRRC's Executive Director shall reduce such decision concerning the question to writing and mail or otherwise furnish a copy thereof to the SUBCONTRACTOR within ten (10) business days after receipt of the question. The SUBCONTRACTOR agrees that the decision of TRRC's Executive Director shall be final and conclusive unless, within ten (10) days of receipt of such copy, the SUBCONTRACTOR mails or otherwise furnishes a written request for appeal concerning the question of fact to TRRC's Council, who shall arrange a formal hearing within thirty (30) business days after receipt of the appeal request. All such requests must be mailed via certified mail, return-receipt requested to the attention of the TRRC's Council at P.O. Box 1600, Franklin, GA 30217. Both the SUBCONTRACTOR and TRRC's Executive Director shall have the right to present witnesses and give evidence concerning the question of fact at such time. Within thirty-two (32) days after the hearing, the TRRC's Council shall render its decision concerning the question of fact in writing to the SUBCONTRACTOR and to TRRC's Executive Director.

Pending final decision of an appeal to the TRRC's Council, the SUBCONTRACTOR shall proceed diligently with the performance of the contract and in accordance with TRRC's Council's decision.

The SUBCONTRACTOR agrees that the decision of the TRRC's Council concerning the question shall be final and conclusive unless determined otherwise by the funding agencies, or the Comptroller General of the United States. In the event the funding agencies provide input, the TRRC's Council will reconsider its decision at the next regularly scheduled meeting of the TRRC Council. Any decision made based on the information provided from the funding agencies (the reconsideration action) shall be final and conclusive.

34. **Assurances.** The SUBCONTRACTOR hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements, including the Executive Order 12372, 45 CFR 74, 45 CFR 92, and U.S. Office of Management and Budget Circular (as currently amended) Nos. A-87, A-102, A-110, A-122, and A-133 (including compliance supplement), as appropriate, as they relate to the application, acceptance, use and audit of Federal funds for this federally assisted program. Also, the SUBCONTRACTOR gives assurance and certifies with respect to this purchase of service contract that:

(a) For all purchase of service contracts:

- (1) It possesses legal authority to apply for this purchase of service contract, and, if appropriate, to finance and construct any proposed facilities; and, a resolution, motion or similar action has been duly adopted or passed as an official act of the SUBCONTRACTOR's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the SUBCONTRACTOR to act in connection with the application and to provide such additional information as may be required, and, upon TRRC's approval of its application, that the person identified as the official representative of the SUBCONTRACTOR is authorized to execute a purchase of service agreement contract incorporating the terms of its application.
- (2) It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352 and 42USC 2000d) and in accordance with Title VI of that Act, no person in the United States shall, on the ground of age, disability, religion, creed or belief, political affiliation, sex, sexual orientation, race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. It will further comply with Title VI provisions prohibiting employment discrimination where the primary purpose of a grant is to provide employment. It will not discriminate against any qualified employee, applicant for employment or service fourth party SUBCONTRACTORS, or client because of age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. The SUBCONTRACTOR shall take affirmative action to ensure that

qualified applicants are employed and qualified fourth party SUBCONTRACTORS are selected, and that qualified employees are treated during employment, without regard to their age, disability, religion, creed or belief, political affiliation, race, color, sex, sexual orientation, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship, and participation in recreational and educational activities. If the SUBCONTRACTOR has fifty or more employees (regardless of the funding sources) and if the total compensation and reimbursement to be paid to the SUBCONTRACTOR as specified in Attachment "A" of the contract is fifty thousand dollars (\$50,000) or more, the SUBCONTRACTOR certifies that: (A) It has developed a written Affirmative Action Program (AAP). which and (b) it presently has such a plan in effect and such plan will remain in effect at least until the program completion date of this contract. The SUBCONTRACTOR agrees to post in a conspicuous place available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.

The SUBCONTRACTOR shall in all solicitations or advertisements for fourth party SUBCONTRACTORS or employees placed by or on behalf of the SUBCONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall not discriminate against any qualified client or recipient of services provided through this contract on the basis of age, disability, religion, creed or belief, political affiliation, race, color, sex or national origin. The SUBCONTRACTOR shall cause the foregoing provisions to be included in all subcontracts for any work covered by this contract so that such provisions will be binding upon each fourth party SUBCONTRACTORS, provided that the foregoing provisions shall not apply to subcontracts for less than ten thousand dollars (\$10,000).

The SUBCONTRACTOR shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as TRRC or the funding agencies may require.

The SUBCONTRACTOR agrees to comply with such rules, regulations or guidelines as TRRC or the funding agencies may issue to implement the requirements of this paragraph.

- (3) It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally assisted programs.

- (4) It will comply with the applicable provisions of the Hatch Act, which limits the political activity of employees.
- (5) It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- (6) It will cooperate with TRRC in assisting the funding agencies in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting, through TRRC, with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 3 CFR Part 800.8) by the activity, and subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying, through TRRC, the funding agencies of the existence of any such properties, and by (b) complying with all requirements established by TRRC or the funding agencies to avoid or mitigate adverse effects upon such properties.
- (7) It understands that the phrase "Federal financial assistance" is included any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
- (8) It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities when such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
- (9) The SUBCONTRACTOR agrees to abide by all State and Federal laws, rules and regulations and DHS and Division of Aging Services policy or procedure on respecting confidentiality of an individual's records. The SUBCONTRACTOR further agrees not to divulge any information concerning any individual to any unauthorized person without the written consent of the individual employee, client or responsible parent or guardian.
- (11) The SUBCONTRACTOR agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations.

35. **Property Management Standards.** The SUBCONTRACTOR agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the TRRC during the term of this contract and all previous contracts is property of the TRRC and is subject to the rules and regulations of the TRRC throughout the life and disposition of said property. Said property

cannot be transferred or otherwise disposed of without prior written approval of the TRRC.

- B. To adhere to all policies and procedures as promulgated in the State of Georgia's Department of Human Services Administrative Policy and Procedures Manual, Part IX, the Property Management Manual, and, if applicable, the Vehicle Management Manual, which are by reference made a part of this contract.

SUBCONTRACTOR understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.

- C. That property records shall be maintained accurately and reported on Form #5111, Detailed Equipment Listing, within 30 days after acquisition of such property, to the TRRC as indicated below:

Three Rivers Regional Commission
Ramona Browning
P.O. Box 1600
Franklin, GA 30217

- D. In the event the Contract is terminated prior to expiration or is not renewed, SUBCONTRACTOR agrees to properly dispose of all TRRC property as follows:

1. Prepare Form 5086, Equipment Status Change form listing all TRRC equipment in the SUBCONTRACTOR's possession and send this form to the TRRC for final disposal determination.
2. Upon notification by the TRRC, SUBCONTRACTOR agrees to transport the TRRC's property to the TRRC's designated facility. Expenses incurred by the SUBCONTRACTOR in transporting this equipment may be charged to the terminated contract.

36. **Federal Prohibitions and Requirements Related to Lobbying:** Pursuant to Section 1352 of Public Law 101-221, the SUBCONTRACTOR agrees that:

- (a) No Federally appropriated funds have been paid or will be paid, by or on behalf of the SUBCONTRACTOR, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (b) As a condition of receipt of **any** Federal contract, grant, loan, or cooperative agreement exceeding \$100,000, the SUBCONTRACTOR shall file with TRRC a signed "Certification Regarding Lobbying."
- (c) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the SUBCONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (d) A disclosure form will be filed at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the SUBCONTRACTOR under subparagraphs (B) or (C) of this paragraph. An event that materially affects the accuracy of the information reported includes:
 - (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
 - (3) A change in the officer(s), employee(s), or member(s) contacted to influence or attempt to influence a covered Federal action.

Any SUBCONTRACTOR who makes a prohibited expenditure or who fails to file or amend the disclosure form, as required, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

An imposition of a civil penalty under this action does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such civil penalty.

The SUBCONTRACTOR shall require that the prohibitions and requirements of this paragraph included in the award documents for all subawards at all tiers (including subcontracts, purchase of service agreements, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

37. **Debarment.** In accordance with Executive Order 12549, Debarment and Suspension, and implemented at 45 CFR Part 76, 100-510, the SUBCONTRACTOR shall certify that neither

it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency. The SUBCONTRACTOR further agrees that it will include the requirement for the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier transactions and in all solicitations for lower tier covered transactions.

38. **Compliance with Requirements of the Georgia Department of Human Services (DHS).** The SUBCONTRACTOR shall be bound by the applicable terms and conditions of the contract between TRRC and DHS, which is on file in the offices of TRRC and is hereby made a part of this contract as fully as if the same were attached hereto. If any of the terms and conditions of this agreement conflict with any terms and conditions of the purchase of service contract, the SUBCONTRACTOR agrees to abide by the terms and conditions of the contract, which shall be controlling unless prior written consent to the contrary is received from TRRC.
39. **Documentation of Rent Costs.** All SUBCONTRACTOR budgeted rent line items or maintenance in lieu of rent line items on privately owned buildings must be supported by three (3) separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS).

Public facility maintenance in lieu of rent budgeted by the SUBCONTRACTOR will be supported by a Local Statement of Service and Maintenance Cost in Lieu of Rent in Public Buildings, DHS Form #5464, and by three separate Statements of Comparable Rent, DHS Form #5465 (copies available from DHS). Rent per se is not applicable for publicly owned facilities/buildings unless newly occupied on or after October 1, 1980, in accordance with 2 CFR 200 (Super Circular).

40. **Criminal Records Investigation:**

The SUBCONTRACTOR agrees that, for the filling of positions or classes of positions having direct care/treatment custodial responsibilities for services rendered under this contract, applicants selected for such positions shall undergo a criminal record history investigation that shall include a fingerprint record check pursuant to the provisions of Code Section 49-2-14 of the Official Code of Georgia Annotated, (O.C.G.A.).

The provisions of this paragraph of the contract shall not apply to persons employed in day-care centers, group day-care homes, family day-care homes, or child-caring institutions which are required to be licensed or registered by DHS or to personal care homes required to be licensed, permitted, or registered by DHS.

41. **Other Requirements.** In addition to other requirements of this contract, the SUBCONTRACTOR agrees to comply with, and shall be bound by, the applicable terms and conditions of all State and Federal laws or regulations governing and defining resources, project administration, allowable costs and associated procurement standards including but not limited to 41 CFR 29-70, 45 CRR 74, or 45 CFR 92, as appropriate.

The SUBCONTRACTOR agrees that, if costs incurred by the SUBCONTRACTOR are not in conformity with the above requirements and are subsequently disallowed as a result of an audit pursuant to the Paragraph titled "**Audits**" above or by TRRC, Georgia Department of Human Services, U.S. Department of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, then, upon written demand by TRRC, the SUBCONTRACTOR shall reimburse TRRC in full for any payment made by TRRC to the SUBCONTRACTOR for such disallowed costs within thirty days of receipt of such written demand.

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia's Department of Human Services' Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services' *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.
43. **Termination.**
- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this

contract.

- C. **For Convenience of the SUBCONTRACTOR.** This contract may be cancelled or terminated by the SUBCONTRACTOR without cause; however, the

SUBCONTRACTOR must give written notice of its intention to do so to the TRRC at least ninety (90) days prior to the effective date of cancellation or termination.

- D. **For Convenience of TRRC.** This contract may be cancelled or terminated by the TRRC without cause; however, the TRRC must give written notice of its intention to do

so to the SUBCONTRACTOR at least thirty (30) days prior to the effective date of cancellation or termination.

- E. Notwithstanding any other provision of this paragraph, this contract may be immediately terminated without any opportunity to cure, if any of the following events occurs:

1. SUBCONTRACTOR becomes insolvent or liquidation or dissolution or a sale of the SUBCONTRACTOR's assets begins.
2. SUBCONTRACTOR or any of its SUBCONTRACTORS violates or fails to comply with any applicable provision of federal or state law or regulation.
3. SUBCONTRACTOR or any of its SUBCONTRACTORS knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the TRRC or the Department of Human Services or to the TRRC or DHS' representatives.
4. SUBCONTRACTOR has exhibited an inability to meet its financial or services obligations.
5. A voluntary or involuntary bankruptcy petition is filed by or against the SUBCONTRACTOR under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
6. An assignment is made by the SUBCONTRACTOR for the benefit of creditors.
7. A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the SUBCONTRACTOR.
8. The TRRC deems that such termination is necessary if the SUBCONTRACTOR or any fourth party SUBCONTRACTORS fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the TRRC or the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
9. A court with competent jurisdiction, or an arbitrator(s) conducting an arbitration involving the TRRC by consent, issues an order or decision that causes or determines

the contract to be rendered voidable or null and void and/or prohibits the TRRC from contracting with the SUBCONTRACTOR, or otherwise invalidates the procurement process and/or the contractual relationship with the SUBCONTRACTOR.

10. SUBCONTRACTOR is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.

44. **SUBCONTRACTOR/Fourth-Party License Requirements.** The SUBCONTRACTOR agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this contract. The SUBCONTRACTOR is responsible to ensure that fourth party (sub-SUBCONTRACTORS) contractors are appropriately licensed. The SUBCONTRACTOR agrees that if it loses or has sanctioned any license, certification or accreditation required by this Contract or state and federal laws, that this contract may be terminated immediately in whole or in part.
45. **AIDS Policy.** SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (HIV)," dated October 30, 1987. from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of the DHS's programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

SUBCONTRACTOR agrees, as a condition to provision of services to the TRRC's and/or DHS's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The SUBCONTRACTOR is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of DHS, as the SUBCONTRACTOR deems necessary. The SUBCONTRACTOR further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

Notwithstanding subparagraph A above, if the SUBCONTRACTOR is a county board of health it agrees to comply with the Joint Advisory Notice, entitled "Protection Against Occupational Exposure to Hepatitis B Virus (HBV) and Human Immunodeficiency Virus (H

IV),” dated October 30, 1987 from the Department of Labor/Department of Health and Human Services and which has been made available to the board. The board further agrees that in the implementation of DHS’s programs it will follow those standard operation procedures developed and identified by the appropriate program division of DHS as applicable to the specific programs and as provided to the board by the program division.

46. **Indemnification of TRRC.** SUBCONTRACTOR hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, and the THREE RIVERS REGIONAL COMMISSION AREA AGENCY ON AGING, their officers and employees (collectively “indemnities”) of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage for bodily injury (including but not limited to death), personal injury, property damage, or contract rights, attorneys’ fees caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of SUBCONTRACTOR, its agents, employees, fourth party SUBCONTRACTORS, or others working at the direction of SUBCONTRACTOR or on SUBCONTRACTOR’s behalf: or due to any breach of this Contract by SUBCONTRACTOR; (collectively, the “Indemnity Claims”).

This indemnification extends to the successors and assigns of the SUBCONTRACTOR, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the SUBCONTRACTOR.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the “funds”), the SUBCONTRACTOR agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the SUBCONTRACTOR and its insurers waive any right of subrogation against the State of Georgia, the Indemnities, and the Funds and insurers participating thereunder, to the full extent of this indemnification.

SUBCONTRACTOR shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnities. No settlement or compromise of any claim, loss or damage asserted against Indemnities shall be binding upon Indemnities unless expressly approved by the Indemnities.

47. **Conformance of Agreement with the Law.** It is the intent and understanding of the parties to this Agreement that each and every provision of law required to be inserted in this Agreement shall be and is inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through mistakes or otherwise, any such provision is not inserted in correct form, then this Agreement shall upon application of either party, be amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party. If this Agreement contains any unlawful provisions, not an essential part of the Agreement and which appears not to have been a controlling or material inducement to the making hereof, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Agreement without affecting the binding force of the Agreement as it shall remain after omitting such provision. The parties

agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.
49. **Entire Understanding.** This contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this contract. No other understanding, oral or written regarding the subject matter of this contract may be deemed to exist or to bind the parties at the time of execution.

ATTACHMENTS

CONTAINS THE FOLLOWING REPORTS:

1. Scope and Statement of Services
2. Area Plan-Provider Service Detail Report
3. Area Plan-Unit Cost Reimbursed Budget Form
4. Evidence Based Program Addendum
5. Cost Sharing Policy

SCOPE OF SERVICES

SUBCONTRACTOR will administer all programs in accordance with the Georgia Department of Human Services Division of Aging Services Policies and Procedures Manuals. SUBCONTRACTOR will use the On-line Directives Information System (ODIS) to stay informed on the current DHS policies and procedures. The system can be accessed anytime at www.odis.dhr.state.ga.us. The manuals may periodically be amended by the Georgia Department of Human Services Division of Aging Services.

STATEMENT OF SERVICES

The SUBCONTRACTOR will provide funded authorized services by authorized fund source as detailed in the attached DHS-Division of Aging Services Area Plan-Provider Service Detail Report and DHS-Division of Aging Services Area Plan-Summary of all Revenue by Provider Report.

ANNEXES

All annexes, as applicable, are made a part of this contract and are hereto attached:

- ANNEX A – Business Associate Agreement (HIPAA)
- ANNEX B – Security and Immigration Affidavits
- ANNEX C – Notice Concerning Critical Incident Reporting
- ANNEX D – Certification Regarding Debarment
- ANNEX E – Certification Regarding Lobbying

IN WITNESS WHEREOF, the SUBCONTRACTOR and the TRRC have executed this contract as of the day first above written.

ATTEST:

City of Villa Rica

Address for Official Notices:

Gil McDougal, Mayor
571 West Bankhead Highway
Villa Rica, GA 30180

By: _____

Title

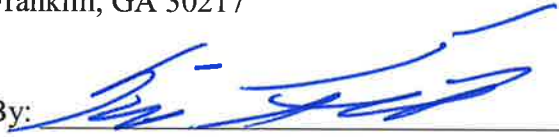
DATE _____

ATTEST:

Three Rivers Regional Commission
Area Agency on Aging
P.O. Box 1600
Franklin, GA 30217

LeeAnn Davis

By: _____


Executive Director

DATE

6-12-20



Area Plan Budget Provider Service Detail

Villa Rica Senior Center

HCBS - Nutrition Services

Home Delivered Meals

Funding Source	Start Date	End Date	Budget Revenue	% of YTD Service	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
NSIP - SSBG	07/01/2020	06/30/2021	\$ 4,730.40	\$ 0.00	8.00	\$ 4.32	1,095.00	\$ 4,730.40	\$ 591.30	\$ 4.32
NSIP - ACL (Line Item)	07/01/2020	06/30/2021	\$ 12,789.00	\$ 0.00						\$ 0.00
NSIP - State (Unit Cost)	07/01/2020	06/30/2021	\$ 18,506.88	\$ 0.00	15.00	\$ 4.32	4,284.00	\$ 18,506.88	\$ 1,233.79	\$ 4.32
OAA Title III C2 - Home	07/01/2020	06/30/2021	\$ 14,411.52	\$ 0.00	20.00	\$ 4.32	3,336.00	\$ 14,411.52	\$ 720.58	\$ 4.32
Other (Line Item)	07/01/2020	06/30/2021	\$ 17,115.00	\$ 0.00						\$ 0.00
Other (Unit Cost)	07/01/2020	06/30/2021	\$ 18,403.20	\$ 0.00	15.00	\$ 4.32	4,260.00	\$ 18,403.20	\$ 1,226.88	\$ 4.32
Service Subtotal			\$ 85,956.00		58.00		12,975.00	\$ 56,052.00	\$ 3,772.55	\$ 17.28
Program Subtotal			\$ 85,956.00		58.00		12,975.00	\$ 56,052.00	\$ 3,772.55	\$ 17.28

HCBS - Senior Centers

Congregate Meals

Funding Source	Start Date	End Date	Budget Revenue	% of YTD Service	# of Est. Person	Unit Cost	# of Units	Units x Cost	Average Cost per Client	Average Cost per Unit
NSIP - ACL (Line Item)	07/01/2020	06/30/2021	\$ 15,588.00	\$ 0.00						\$ 0.00
NSIP - State (Unit Cost)	07/01/2020	06/30/2021	\$ 17,883.18	\$ 0.00	15.00	\$ 7.98	2,241.00	\$ 17,883.18	\$ 1,192.21	\$ 7.98
OAA Title III C1 -	07/01/2020	06/30/2021	\$ 34,689.06	\$ 0.00	47.00	\$ 7.98	4,347.00	\$ 34,689.06	\$ 738.07	\$ 7.98
Other (Line Item)	07/01/2020	06/30/2021	\$ 21,463.20	\$ 0.00						\$ 0.00
Other (Unit Cost)	07/01/2020	06/30/2021	\$ 54,862.50	\$ 0.00	60.00	\$ 7.98	6,875.00	\$ 54,862.50	\$ 914.38	\$ 7.98
Service Subtotal			\$ 144,485.94		122.00		13,463.00	\$ 107,434.74	\$ 2,844.66	\$ 23.94
Program Subtotal			\$ 144,485.94		122.00		13,463.00	\$ 107,434.74	\$ 2,844.66	\$ 23.94

Villa Rica Senior Center

			\$ 230,441.94		180.00		26,438.00	\$ 163,486.74	\$ 6,617.21	\$ 41.22
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Cash Costs Section										
SERVICE	CM	CM	CM	CM	CM	HDM	HDM	HDM	HDM	
REVENUE	C1	ACL-NSIP	NSIP-State	Other	C2	NSIP-State	ACL-NSIP	NSIP-SSBG	Other	TOTAL
Federal Funds	\$ 29,484.00	\$ 15,588.00			\$ 12,249.00	\$ -	\$ 12,789.00	\$ 4,729		\$ 74,839
State Funds	\$ 1,735.00		\$ 10,577.00		\$ 721.00	\$ 13,305.00				\$ 26,338
Required Cash	\$ 3,469.00				\$ 1,441.00	\$ -				\$ 4,910
Program Income	\$ -		\$ 7,300.00	\$ -	\$ -	\$ 5,200.00				\$ 12,500
Fees Estimated	\$ -					\$ -				\$ -
Other Funds Est	\$ 1.06	\$ 21,463.20	\$ 6.18	\$ 54,367.74	\$ 0.52	\$ 1.88	\$ 17,115.00	\$ 1.40	\$ 18,403.20	\$ 92,957
	\$ -	\$ -	\$ -			\$ -	\$ -			\$ -
Total Revenue	\$ 34,689.06	\$ 37,051.20	\$ 17,883.18	\$ 54,367.74	\$ 14,411.52	\$ 18,506.88	\$ 29,904.00	\$ 4,730.40	\$ 18,403.20	\$ 229,947

Non-Cash Match Section									
Revenue	\$	-					\$	-	\$
Expense	\$	-					\$	-	\$

People	45			67	15	12.00	6.00	15.00
	11,160	11,160				13350		
		-						
			15					

Evidence Based Program Addendum

As an addendum to the contract for nutrition and wellness services Evidence Base Programs will be provided through Title III funds and State CBS funds. Three Rivers Regional Commission has provided training to enhance the lives in wellness of the seniors living in the 10 county Three Rivers region. Site managers, other site staff, senior center volunteers and other community volunteers have been certified in EBP by the Three Rivers AAA and DAS in FY19. Additional training and other EBP programs will be offered and paid for by the AAA Regional Commission when classes are available and added.

Stipends are available through the EBP program as mentioned to the leader facilitators. Breakdown of the stipend are as follows, \$250 per person for one of the 6-week courses with at least seven participants completing the course. \$300 per person for 8-12 week courses with at least seven participants completing the course.

Facilitators providing a course that requires one facilitator, one facilitator is paid the stipend discussed. These classes include Tai Chi for Arthritis and Fall Prevention, Tai Chi Seated, Tai Chi for Diabetes.

Facilitators providing a course that requires two facilitators, both will be paid the total stipend. These include Matter of Balance, Diabetes Self-Management Program, and Powerful Tools for Caregivers and Chronic Disease Self-Management Program.

Supplies, videos, books, charts and registration forms will be provided. Invoices and other documentation are submitted at completion of each course (6 week, 8 week, or 12 week) and the person providing the training will receive the stipend within 45 days. Checks will be sent to the contractor to distribute to the leader facilitator.

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

City of Villa Rica



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

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

SPECIAL CALLED COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
January 8, 2021 | 4:30 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 4:30 pm.

Present: Mayor Gil McDougal, Mayor Pro Tem Danny Carter, Councilman Michael Young, and Councilman Matthew Momtahan.

Adoption of Agenda (Mayor Gil McDougal)

Councilman Danny Carter made the motion to adopt the agenda.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Michael Young, Councilman
AYES:	Carter, Momtahan, Young

Public Comment – No one came forward for Public Comment.

A. Governing Body (Mayor Gil McDougal)

1. Contract for the Construction of a Splash Pad at Gold Dust Park. Councilman Danny Carter Moved to authorize the Mayor to execute a contract with Integrated Construction for \$617,484.93 for the construction of a splash pad, pump & filter room, restroom building, and pavilion at Gold Dust Park.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman
SECONDER:	Matthew Momtahan, Councilman
AYES:	Carter, Momtahan, Young

2. 2021 Budget Adjustments # 56 to 57. Councilman Michael Young Moved 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.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Michael Young, Councilman
SECONDER:	Danny Carter, Councilman
AYES:	Carter, Momtahan, Young

Adjournment

The motion to adjourn was made by Councilman Danny Carter, seconded by Councilman Matthew Momtahan. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Gil McDougal, Mayor Pro Tem

Alisa Doyal, City Clerk

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

- City of Villa Rica



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

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SPECIAL CALLED VILLA RICA PUBLIC FACILITIES AUTHORITY MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, January 12, 2020 | 6:00 pm

Meeting Call to Order (Mayor Gil McDougal)

Mayor Gil McDougal called the meeting to order at 6:00 pm.

Present: Mayor Gil McDougal, Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Leslie McPherson, and Councilman Michael Young.

Adoption of Agenda (Mayor Gil McDougal)

Councilwoman Shirley Marchman moved to adopt the agenda.

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

A. Appointment of Chairman, Vice-Chairman and Secretary for 2021

Councilman Danny Carter moved to appoint the Mayor as the Chairman, the Mayor Pro Tem as the Vice-Chairman and the City Clerk as the Secretary for 2021.

Adjournment

Councilwoman Shirley Marchman moved to adjourn the meeting, seconded by Councilman Danny Carter. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Gil McDougal, Chairman

Alisa Doyal, Secretary

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

- City of Villa Rica



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

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CITY COUNCIL MEETING MINUTES

Holt-Bishop Justice Center, 101 Main Street
Tuesday, January 12, 2020 | 6:00 pm

Meeting Call to Order (Mayor Pro Tem Danny Carter)

Mayor Gil McDougal called the meeting to order at 6:05 pm.

Present: Mayor Gil McDougal, Mayor Pro Tem Danny Carter, Councilwoman Shirley Marchman, Councilman Matthew Momtahan, Councilwoman Leslie McPherson, and Councilman Michael Young.

Invocation: Pastor Chris Rainey, Discipleship Pastor with Villa Rica First Baptist Church, gave the Invocation.

Pledge of Allegiance: Captain Keith Shaddix, Villa Rica Police Department, led the Pledge of Allegiance.

Adoption of Agenda (Mayor Gil McDougal)

Councilman Matthew Momtahan requested the Agenda be amended to add Section F - Executive Session, and to table items C.7, C.8, C.9, and C.10 to the February 9, 2021 Regular City Council meeting. Councilwoman Shirley Marchman moved to adopt the amended Agenda.

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

Public Comment (We ask that you sign in for Public Comment before the meeting begins. Please state your Name and Address for the record and limit your comments to three minutes.)
No citizens came forward for Public Comment.

Council Updates (Subjects of General Interest and Concern)
No Councilmember gave an update.

A. Consent Agenda (Mayor Gil McDougal)

Mayor Gil McDougal presented the Consent Agenda Items for approval:

1. Appointment of William D Coleman, Jr to the Villa Rica Development Authority.
2. Appointment of David Rogers to the Historic Preservation Commission.
3. Appointment of Sarah Pitts to Historic Preservation Commission.
4. Appointment of Alan White to Historic Preservation Commission.
5. Appointment of Renee Hooks to Historic Preservation Commission.
6. Appointment of Mac Pilgrim to Planning and Zoning Commission.
7. Appointment of Tom Flowers to Planning and Zoning Commission.

8. Appointment of John Hannabach to Planning and Zoning Commission.
9. Pad Equipment Purchase. To approve purchase of splash pad equipment directly from the supplier, Vortex, instead of having the Contractor purchase the supplies.
10. Avanti/Welcome Center Plumbing Repair. To repair the plumbing issue that has been on-going for 5 years. Peavy construction would come in and re-pipe and vent each fixture that requires a trap and venting.
11. To engage KBS Heating and Cooling to replace a 7.5 ton unit located at 70 Horace Luther Drive, Villa Rica, Georgia 30180. To engage KBS Heating and Cooling to replace a 7.5-ton unit located at 70 Horace Luther Drive, Villa Rica, Georgia 30180.
12. Purchase Active Shooter Hard Armor/Plate Vests. To equip each sworn officer with hard armor/plate vests capable of defeating ammunition from higher caliber firearms. These vests will be utilized during times of enhanced/known threats of gunfire or other officer safety concerns.
13. Approval of Copier Maintenance Agreement.
14. Emergency Repair of the North Plant #1 Aerator Gearbox and Motor. To engage a contractor to rebuild the North Plant #1 Aerator gearbox and motor.
15. Professional Services Agreement with Michael Bledsoe and The Engineering Group. To approve a professional services agreement with The Engineering Group (TEG).
16. General Election 2021 Qualifying Fees. To establish the qualifying fees for the General Election to be held on Tuesday, November 2, 2021.
17. Approval of Resolution to Purchase Lot 11 in Tanyard Village. To approve a resolution to purchase Lot 11 of Tanyard Village.

Councilman Danny Carter moved to adopt the Consent Agenda.

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

B. Governing Body (Mayor Gil McDougal)

1. Approval of Minutes:
 1. Special Called Council Meeting Minutes of December 7, 2020.
 2. Special Called Villa Rica Redevelopment Agency Meeting Minutes of December 8, 2020.
 3. Regular City Council Meeting Minutes of December 8, 2020.

Councilman Matthew Momtahan moved to approve the Special Called Council Meeting Minutes of December 7, 2020, Special Called Villa Rica Redevelopment Agency Meeting Minutes of December 8, 2020, and the City Council Meeting Minutes of December 8, 2020.

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

2. Election of 2021 Mayor Pro Tem. (Mayor Gil McDougal)
Councilman Danny Carter moved to nominate Michael Young as Mayor Pro Tem for 2021.

RESULT:	ADOPTED (UNANIMOUS)
MOVER:	Danny Carter, Councilman

SECONDER: Shirley Marchman, Councilwoman
AYES: Carter, Marchman, McPherson, Momtahan, Young

3. Mayor Gil McDougal announced the Councilmembers appointments to Standing Committees for 2021:

Recreation:	Shirley Marchman, Chair Leslie McPherson Michael Young
Housing:	Matthew Momtahan, Chair Leslie McPherson Shirley Marchman
Library:	Leslie McPherson, Chair Michael Young Danny Carter
Public Safety:	Danny Carter, Chair Matthew Momtahan Shirley Marchman
Finance:	Michael Young, Chairman Matthew Momtahan Danny Carter

C. Community Development (Bobby Elliott, Director)

1. ABL012021 Alcohol Beverage Permit Request for Mi Ranchito Inc dba El Ranchito and Public Hearing.
Public Hearing: None.
Councilman Michael Young moved to approve the alcoholic beverage application for Mi Ranchito, Inc. (El Ranchito), located at 606 Carrollton Villa Rica Highway, Villa Rica, Georgia 30180.

RESULT: **ADOPTED (VOTE: 4-1)**
MOVER: Michael Young, Councilman
SECONDER: Danny Carter, Councilman
AYES: Young, Carter, McPherson, Momtahan
NAYS: Marchman

2. ALB022021 Alcohol Beverage Permit for Buckeyes Bistro and Public Hearing.
Public Hearing: None.
Councilman Danny Carter moved to approve the alcoholic beverage application for Buckeye's Bistro, located at 701 Edge Road, Suite B, Villa Rica, Georgia 30180.

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

3. ALB032021 Alcohol Beverage Permit for Thai Basil Cuisine Inc. and Public Hearing.
Public Hearing: None.

Councilman Danny Carter moved to approve the alcoholic beverage application for Buckeye's Bistro, located at 701 Edge Road, Suite B, Villa Rica, Georgia 30180.

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

4. VA0520 Variance Request at 739 Parker Street and Public Hearing.

Public Hearing: None.

Councilman Michael Young moved to deny the variance request from Marlon and Tasha Wells to decrease the minimum dwelling size from 1,500 square feet to 1,152 square feet as indicated in the supplied architectural plans.

RESULT: **DENIAL (UNANIMOUS)**
MOVER: Michael Young, Councilman
SECONDER: Danny Carter, Councilman
AYES: Young, Carter, Marchman, McPherson, Momtahan

5. VA0221 Variance Request at Southwest Corner at N Dogwood Street and White Street and Public Hearing.

Public Hearing: Two citizens.

Councilman Danny Carter moved to deny the Variance request from Buildmore Enterprises, LLC to remove sidewalks as a requirement on the perimeter of the site as shown in the submitted site plan.

RESULT: **DENIAL (UNANIMOUS)**
MOVER: Danny Carter, Councilman
SECONDER: Matthew Momtahan, Councilman
AYES: Carter, Momtahan, Marchman, McPherson, Young

6. Extension of Rezoning Approval for ANNEX0219 & RA0619 at 135 & 189 Commerce Drive and Public Hearing.

Public Hearing: None.

Councilwoman Leslie McPherson moved to approve an extension of the rezoning of Parcel # V07 0110230, Tract 3B of V07 0110153 and V07 0110003 for one (1) year, expiring January 12, 2022.

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

D. Finance (Sarah Andrews, CFO)

1. Financial Update – November 2020

CFO Sarah Andrews presented the November 2020 Financial Report.

E. City Manager's Report (Tom Barber)

City Manager Tom Barber gave an update of city projects.

F. Executive Session (Avery Jackson)

1. Councilman Danny Carter moved for Council to enter into Executive Session for the purpose of discussing Personnel as read by Attorney Avery Jackson.

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

2. Councilman Danny Carter moved for Council to exit Executive Session.

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

Attorney Avery Jackson reported that the Council took no action during Executive Session.

G. Adjournment

Councilwoman Shirley Marchman moved to adjourn, seconded by Councilman Danny Carter. The vote was unanimous. Mayor Gil McDougal adjourned the meeting.

Gil McDougal, Mayor

Alisa Doyal, City Clerk



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Zoning Ordinance – Residential Subdivision Design Guidelines

CITY COUNCIL AGENDA DATE: February 9th, 2021

PLANNING COMMISSION DATE: January 5th, 2021

DATE: January 13th, 2021

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

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PUBLIC HEARING REQUIRED: Yes (02/09/2021)

PURPOSE: An amendment to the Villa Rica Zoning Ordinance establishing guidelines to assist developers, City Staff, members of the Planning & Zoning Commission, and Mayor and City Councilmembers when evaluating the quality of a proposed residential subdivision conceptual plan.

BACKGROUND: The City has adopted design standards for single-family residential developments. However, there are countless Best Practices in urban design and quality development that are not codified due to universal impracticality for all sites. City Staff has developed a Zoning Supplement to Article 3 (Zoning Ordinance) entitled Residential Subdivision Design Guideline – this is a marriage between what is required in the Zoning Ordinance along with recommendations that lend to more sustainable residential developments. The guidelines address subdivision layouts, architectural design, finishes, landscaping, accessory structures, and responsibilities for review and enforcement. The Guidelines will provide some level of flexibility to key decision makers and elected official when a developer may not be able to comply with certain requirements, which may be supplemented by other recommendations identified in the guidelines.

STAFF RECOMMENDATION: Staff encourages the adoption of the Residential Subdivision Design Standards as it will provide additional flexibility and quality assurances during the course of project approval and development for residential subdivisions. It also adds to the toolbox of

resources appointed and elected officials can use to encourage higher quality and sustainable residential neighborhood development.

IMPACT: Enhances quality growth while providing decision makers with greater flexibility and options to ensuring quality residential development.

PLANNING COMMISSION RECOMMENDATION: APPROVAL on 01/05/2021 – Vote 4-0.

MOTION: I move to APPROVE the Zoning Supplement to Article 3 – Villa Rica Zoning Ordinance establishing Residential Subdivision Design Guidelines.

City of Villa Rica
571 West Bankhead Highway, Villa Rica, Georgia 30180
Telephone: (770) 459-7000; Fax: (770) 459-7003

NOTICE OF PUBLIC HEARING
BY THE PLANNING COMMISSION,
MAYOR & CITY COUNCIL
OF THE CITY OF VILLA RICA

NOTICE: Public hearings will be conducted by the City Council on Tuesday, February 9th, 2021 at 6:00PM at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia.

ZONING TEXT AMENDMENT:

ORD-01-21

The City of Villa Rica Planning Commission and City Council will hold public hearings to consider a City-initiated text amendment to the Villa Rica Sign Ordinance. The amendment will allow Suspended Single-Post Signs as permissible by right as permanent signs in the CMU, C1, I1, and OMI zoning districts. The revised ordinance also regulates the quantity, size, location, and illumination of these types of signs. The text amendment will be added into Table 9.1 – Permanent Signs, and added as Sec. 9.27 to the existing Sign Ordinance. Existing Sections 9.27 through 9.44 will be re-numerated accordingly (+1).

ORD-02-21

The City of Villa Rica Planning Commission and City Council will hold public hearings to consider a City-initiated text amendment to the Villa Rica Zoning Ordinance. The amendment will regulate the implementation of the Federal Postal Service's requirement that all new subdivision developments provide centralized mailbox collection/delivery facilities, and to regulate location, access, aesthetic quality, safety, and maintenance of centralized collection/delivery facilities. The amendment will add subsection "X. Postal Service Delivery and Collection Structures" to Sec. 8.02(2) – Permittee Accessory Uses and Structures. This will require no additional re-numeration of subsequent code sections.

ORD-03-21

The City of Villa Rica Planning Commission and City Council will hold public hearings to consider a City-initiated text Supplement to the Villa Rica Zoning Ordinance. The Supplement will amend the Zoning Ordinance to include Residential Subdivision Design Guidelines. The Guidelines include sections of adopted zoning code related to architecture, master site planning, and landscaping, and adds recommended Best Practices to be taken into consideration by City staff, the Planning & Zoning Commission, and the City Council when reviewing and approving residential subdivisions (non-PUD). The Guidelines provides a consolidated approach of current requirements with suggested enhancement to maximize the quality and sustainability of future residential subdivisions in Villa Rica.

The public is invited to attend the hearings for oral comments, or submit written comments on the subject to the City of Villa Rica, Attention: Villa Rica City Council, 571 West Bankhead Highway, Villa Rica, Georgia 30180, prior to the public hearings. Opponents to the above actions are required to submit a disclosure report five days before the public hearings. For questions or concerns, call Community Development at 678.840.1238.

ARTICLE 3

Zoning Supplement RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

City of Villa Rica, Georgia

571 W. Bankhead Highway

Villa Rica, GA 30180

Phone: (770) 459-7000

Email: info@villarica.org



ADOPTED: February 9th, 2021



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INTRODUCTION

The goal of these residential design guidelines is to produce quality, well-designed neighborhoods and homes in which Villa Rica residents can live “the American Dream”. The guidelines serve to implement the goals and policies contained in the “Building Neighborhoods” chapter of the Villa Rica

Comprehensive Plan. Themes repeated by City residents during the Comprehensive Plan process produced the following goals:

- Enhance neighborhood image by adopting design guidelines for sustainable, pedestrian-scale neighborhoods which would address amenities such as architectural features, building materials, pedestrian links, lighting, street trees and signage.
- Consider the desired quality of life when investing in infrastructure such as streets, lighting, signs, support neighborhood connectivity and walkability, protect and preserve wooded areas, and provided visually and physically accessible open space.

The following standards are encouraged to ensure that a quality visual environment and a sense of place are created, and to encourage a diversity of housing choice and opportunity.



Introduction

HOW TO USE THIS DOCUMENT

The purpose of the Residential Subdivision Design Guidelines is to support and further implement the intent of the Residential Design Standards in Chapter 9 of the Villa Rica City Zoning Ordinance, adopted effective date of August 10, 2020, and to provide developers and builders with a better understanding of the City's expectations for well- designed neighborhoods and homes.

Within these guidelines, there are standards that are required and standards that are recommended. Some of standards found in the Zoning Ordinance are repeated in this document, designated in bold type. In some categories, the applicant may be required to choose a certain number of items from a list to satisfy the requirement. In recognition that not all design criteria may be workable or appropriate for each proposed project, the Community Development Director and the Planning & Zoning Commission may interpret the recommended items with some flexibility as they are applied to specific proposals and the Planning & Zoning Commission may, in its discretion, authorize and approve modifications from the additional requirements and standards.

The overall objective will be to ensure that the main principles of the Design Guidelines are followed in each case.

APPLICABILITY

These Design Guidelines should be used for residential development requiring a major primary and secondary plat or development plans. Development proposals for projects containing three (3) dwelling units or less are exempt from these standards. However, such projects will be reviewed by City staff for general compliance with these standards.

Applicants should discuss specific zoning code requirements with the Community Development Department. Existing residential structures that expand or are altered by more than thirty-five (35) percent of the building's existing square footage are also subject to the standards.

Subdivisions designated and Planned Unit Development (PUD) are each subject to design guidelines contained in separate documents and adopted separately from this ordinance.

Set forth below are key steps in the development process and points at which the design standards should be consulted and applied:

- Locate the property and identify the applicable zoning district.
- Discuss the proposed project with City staff (informal discussion only).
- Prepare the Development Plan and building design using the minimum design standards in conjunction with relevant chapters of the Zoning Ordinance and other applicable development regulations and policies.
- Complete the developer's checklist to ensure conformance with the design standards.

Goals

Alternative Compliance

Upon request by an applicant, the Community Development Director may approve alternatives that may be substituted in whole or in part for a specific requirement that meets the standards of these guidelines.

GOALS

These Design Guidelines attempt to accomplish the goals to:

- Guide the development of housing in order to create a stronger sense of community.
- Preserve the sense of small-scale, residential communities surrounded by rural open space.
- Provide high quality housing for all sectors of the housing market.
- Encourage greater variety in housing types, development styles, site planning and density mixes in order to provide more diversity and visual interest in the City's residential development, while preserving the predominantly single-family residential character.
- Encourage the development of neighborhoods that provide a high quality living environment and generate civic pride.
- Encourage a harmonious development pattern that respects and responds to the character of the surrounding built and natural environments.



Left: Visually and physically accessible open space enhances and provides value to the entire community.



Site Development

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

RESIDENTIAL SITE DEVELOPMENT

Context for New and Infill Development

New development should not be so different in character that it is visually incompatible with existing development. Elements that can contribute to the creation of a distinct image include the architecture, street layout and design, landscaping, integration of open space and entry treatment. Building design should complement surrounding development. Guidelines:

- In areas that possess strong existing development character, the building design should respect the predominant characteristics of neighborhood development, such as height, massing, setbacks, materials and architectural style.

See Also: Chapter V:
Infill Development
Standards of the
Villa Rica Zoning
Ordinance

Vehicular Circulation

Streets play a primary role in establishing the foundation for neighborhoods. The site design of a neighborhood should promote connectivity between neighborhoods, allow access to local destinations without requiring residents to use major arterials and should minimize the potential for through traffic.

Guidelines:

- "Complete streets" should be provided that include sidewalks on both sides, tree lawns, provisions for bicycles, and pedestrian scale lighting.

Pedestrian Circulation

Ordinance Requirements:

- Sidewalks, a minimum of five (5) feet in width, shall be included on both sides of the street in accordance with the City's Development Standards.
- Guidelines:
- Sidewalks or multiuse paths should also be provided on the perimeter of a subdivision, and in areas to connect to, through and around community recreational facilities or open space.
- Sidewalks should be separated from the travelways by a landscape strip to provide safety for pedestrians. A determination shall be made by the Director regarding infill lots.

Common Open Space

Open space areas should visually unify a development and provide enhanced pedestrian circulation within the development. Neighborhood open space should be located to maximize its visual and functional benefits.

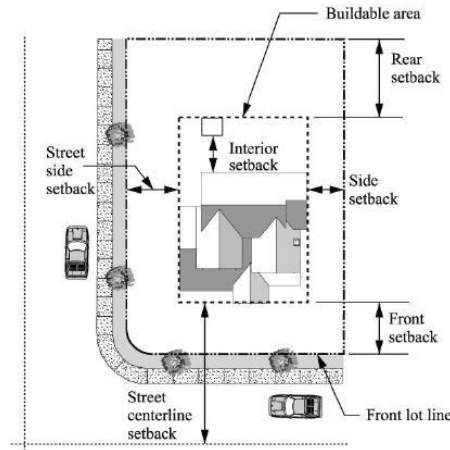
Ordinance Requirements:

- Common open space shall be provided in conformance with Section 7.13 – Open Space Requirement of the Zoning Ordinance.
- Guidelines:
- Common open space areas should be sited to take advantage of views out from the site and help preserve views to significant architectural and landscape features within the site.
- Neighborhood open space should also tie into City-wide or regional open space systems including public parks, bicycle, pedestrian and equestrian pathways.

Corner Lots

Guidelines:

- To alleviate blank expanses of siding facing the street, residences built on corner lots should include a minimum of three (3) windows on the side of the home facing the street (street side setback).



Above: Windows on street side

Driveway Width

Driveways should provide adequate access to off-street parking, but the amount of pavement should be minimized so as not to dominate the lot frontage.

Ordinance Requirements:

- For single- and two-family residential uses the minimum driveway width shall be twelve (12) feet.
- Driveways shall taper to a maximum width of twenty (20) feet at the property line.

Guidelines:

- Pervious hard surface pavement is recommended as a viable option for residential off-street parking.
- Hollywood Strip driveways are permissible.

Anti-monotony

Monotonous housing development creates a lack of character and an inability to easily distinguish one neighborhood from another. A string of homes with same-model elevations should be avoided.

Landscaping can be used to create diversity and distinction between houses of similar design. A variety of landscaping height, various placements of landscaping elements within the yard, grading, and other landscaping elements can break up monotony and add to a neighborhood's character. Refer to the Landscape Features section on page 13 of these guidelines.

Ordinance Requirements:

- Mirror images of the same configuration/elevation do not meet the requirement.
- No house shall be of the same front elevation design as any other house within two (2) houses to each side of the subject lot nor directly across the street.
- No single front elevation design may be applied to more than twenty-five percent (25%) of the front elevations within any single phase of a development.

Guidelines:

- All homes built to the front setback should be varied to avoid a canyon-like street pattern.

Setback

- variations need to be at least three (3) feet to be effective.



Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

RESIDENTIAL ARCHITECTURE

Front Facade

Residential front facades play a significant role in creating the image of a neighborhood and contribute to defining the character. Facade components should correspond to the scale of the human form. A facade is composed of several architectural elements which are each addressed below.

Ordinance Requirements:

- Each front elevation shall include architectural elements from the following list that total a minimum of four (4) points. Unless specified, all features are worth one (1) point:
 - Front porch, minimum eight (8) feet in width and four (4) feet in depth supported by columns and with a rail (2 points)
 - A separate overhead door for each single garage bay
 - Side-loaded or court-entry garage (2 points)
 - Brick, stone or textured concrete masonry on one hundred percent (100%) of the front elevation (excluding openings)
 - Turret
 - Two (2) or more roof planes visible (change in elevation or direction of roof ridge) on the front of the house
 - Veranda/balcony
 - At least four (4) feet of relief at one or more points along the front or rear elevations
 - Bay, dormer or oriel windows
 - Decorative geometric front, rear and side gable roof vents or windows
 - Architectural details such as quoins, pilasters, cornices, and dentil molding



Above: Monotonous Residential Housing Developments

Side and Rear Facade

Rear facades that can be colorless and devoid of features and do not contribute to the streetscape.

Ordinance Requirements:

The side and rear elevations of a home which abut a right-of-way or private street, excluding alleys, and can be viewed from that street shall have at least two (2) of the following features on all sides:

- Minimum thirty percent (30%) masonry as the exterior building material
- Full first-floor masonry wrap
- Pop-out room a minimum of three (3) feet by ten (10) feet such as sun room or breakfast nook (on viewable sides)
- Screen porch (on viewable sides)
- Bay or oriel windows (on viewable sides)
- Shutters and window grids
- Cantilevered second story (on viewable sides)
- Raised wood deck, a minimum of eight (8) feet by ten (10) feet (on viewable sides)



Above: The rear elevation of these residences lacks character as viewed from thoroughfares.



Above: A photo that illustrates the benefit of subdivision perimeter screening.



Above: Full first floor masonry wrap around exterior.



Above: Roof planes changing elevation and direction.

Roofline

The form, color and texture of the roof should be an integral part of the building design and compatible with both the natural and built settings. Roofline variations may be used to demarcate primary entrances.

Ordinance Requirements:

- Eaves shall be a minimum of twelve (12) inches on all sides to create shadows on the facade and shade in hot summer months.

Guidelines:

Select at least one of the following items that add character and richness to the façade:

- Reverse gable;
- Change in elevation of roof ridge /change in direction of roof ridge
- Two (2) or more dormers
- Roof overhangs should be detailed as follows:
 - Brackets and corbels or other overhang supports are encouraged in order to add a finer level of detail to the building.
 - Soffits should be designed as a visible feature and incorporated into the overall architectural design.
- Roof forms to be employed include: hipped roofs, gabled roofs, varying roof pitches, side-to-side gables, front-to-back gables or various combinations.
- Flat roofs are generally discouraged unless part of a distinct architectural style.



Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

Exterior Materials

The combination of materials on a building facade should be durable and appropriate to its style and design.

Ordinance Requirements:

- Exterior materials shall be unit masonry (brick, stone, textured and colored split-face concrete masonry units), wood, fiber cement board siding, stucco, composite lap siding (lap siding shall have a maximum nine (9) inch exposed board surface), or heavy-gauge vinyl. Vinyl siding shall be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding shall be 0.044 inches.

Guidelines:

- Materials and detailing should be used on all sides of the building, not just on the front facade. Natural materials are encouraged for the primary siding of buildings such as:
 - Unit masonry such as brick, natural stone, and stucco.
 - Full size brick veneer is preferable to thin brick tile. Brick veneers should be mortared to give the appearance of structural brick. Brick veneer applications should use wrap-around corner and bullnose pieces to minimize a veneer appearance.
 - Stone and stone veneers. Stone accents should be used only as a base or as a special decorative material.
 - Wood. Horizontal sidings such as clapboard and tongue-in-grove, vertical siding such as board and batten and other horizontal sidings such as smaller wood shingles and shakes may be suitable.
- Lap siding should have a maximum nine (9) inch exposed board surface which more realistically reflects the character of wood boards. When two or more materials are used the heavier material should be used on the base.
- Trim elements should be used, and traditional Craftsman styling such as timber detailing and exposed bracing are recommended.
- T1-11 siding is prohibited.
- Fiber cement board siding, composite lap siding, or heavy-gauge vinyl can be used in place of wood.
- Vinyl siding should be approved and endorsed as meeting or exceeding ASTM D3679 by the Vinyl Siding Institute (VSI) through the VSI siding certification program. The minimum thickness of vinyl siding should be 0.044 inches.
- Rain gutters should be designed so as to be of a scale and material that is compatible with the roof and eaves.
- High quality materials such as crafted wood, stainless steel, copper and other ornamental metals are highly recommended.



Above: Materials and detailing should be used on all sides of the building, not just on the front facade. Natural materials are encouraged for the primary siding of buildings.

Material Placement

Guidelines:

- All homes should employ the use of masonry (brick, stone, stucco) on a minimum fifty percent (50%) of the front elevation, excluding doors, windows, and other openings.
- If the building mass and pattern of windows and doors is complex, simple wall surfaces are recommended. If the building volume and the pattern of wall openings are simple, additional wall texture and articulation should be employed. For the purposes of this guideline, the degree of structure complexity may be determined by the Community Development Director.
- Base treatments should be provided, if architecturally appropriate, to visually establish a human scale for passersby. Base treatments should extend around all visible sides of a building, created by any of the following treatments:
 - A visibly thicker and continuous base portion of the wall along the ground where the wall above the base sets back.
 - A material and/or color change of the base wall relative to the building wall above. The base material should generally be heavier than portions of the building above by employing darker colors and/or more substantive materials.
 - A horizontal architectural feature at or below the first story mark, such as an intermediate cornice line or protruding horizontal band.

Color

Guidelines:

- Building color should be used to add visual character and interest to the streetscape and to highlight features of the home.
- The color of building materials should be drawn from nature and be compatible with adjacent homes in the neighborhood.
- Monotonous color palettes should be avoided.
- Accent colors should be used to enhance details such as trim.
- Primary colors should be limited to accent or trim colors and should generally be compatible with the surrounding neighborhood.

Right: Vibrant color and a brick waterfall base create interest in this cottage style residence





Residential Architecture

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

Door, Window and Corner Trim

Ordinance Requirements:

- All windows, doors and corners should have a nominal one (1) inch by four (4) inch wood or vinyl surround.

Guidelines:

- All windows within a building and across a facade should be related in design, operating type, proportions and trim. Windows should be individually defined with detail elements which visually establish human scale and proportion and contribute to the success of the overall design. Each home should incorporate at least two (2) points from the list below. Unless specified, all features are worth one (1) point:
 - Shutters
 - Transom windows
 - Bay or oriel windows
 - Decorative moldings
 - Cornices
 - Keystones
 - Headers and lintels
 - Mullions, to break the scale of the facade into smaller components.
 - Reflective glazing is prohibited
 - Clear glass is recommended
 - For privacy and aesthetic variety to glass, fritted glass, spandrel glass and other decorative treatments are recommended. If tinted glass is to be used, light tints and green, gray or blue hues are recommended.
 - Unless appropriate to an architectural style, windows should not be flush with walls. Glass should be inset from the exterior wall and/or frame surface to add relief to the wall surface.
 - If aluminum sliding windows are used, select heavier window products with visually thicker (1.5 Inches or greater) extrusions and frame members.

Illumination

Residential lighting can be a deterrent to unwelcome neighborhood activity. It also enhances street safety.

Ordinance Requirements:

- Exterior lighting shall be designed as an integral part of the building and landscape design.
- Development and architectural plans shall include the location of fixtures, their design and the nature and level of the illumination they will provide as required in Section 7.12 of the Zoning Ordinance.

Guidelines:

- Decorative light fixtures, are strongly encouraged.
- Lighting should generally be designed to include cut-offs to minimize the lighting of the night sky.
- Each residence should have at least one (1) building-mounted light fixture.
- If a subdivision is developed without streetlights, then either coach lights mounted on garages or yard post lights should be provided.

Entries

Guidelines:

- A clearly defined entry should be incorporated into the facade. At a minimum, the entry should incorporate features totaling a minimum of two (2) points from the list below. Unless specified, all features are worth one (1) point.
 - Porches a minimum depth of four (4) feet and at least eight (8) feet in length, and that includes posts and railings (2 points)
 - decorative trim/molding
 - keystone
 - portico or shed roof accent over entry
 - pent roof
 - transom window
 - door sidelights
 - covered front stoop



Above: Enhanced entry

Garages

Neighborhoods are considered more appealing and lively when the dwelling portions of the house interact with the street. Garage prominent homes do not contribute to the liveliness of a streetscape. To this end, the following guidelines are intended to reduce garage prominence along the front facade.

Guidelines:

- Each home should have sufficient enclosed attached or detached garage storage space for each anticipated operable vehicle, usually a minimum of two automobiles.
- Street-facing garage doors should not constitute more than forty-five percent (45%) of the front facade of the ground floor living area. Alleys and corner lots are exempt from this requirement.
- Three-Car Garages. If included, a third bay should have a separate door and should be recessed four (4) feet from the other bays.
- Decorative garage doors or windows in garage doors;
- Front-loaded garages that protrude between eight (8) and twelve (12) feet forward of the dwelling area should have at least one (1) window installed in the garage wall that is perpendicular to the facade of the dwelling.
- Front-loaded garages that protrude between twelve (12) and sixteen (16) feet forward of the dwelling area should have at least two (2) windows installed in the garage wall that is perpendicular to the facade of the dwelling.
- Garages that protrude more than sixteen (16) feet should be side-loaded or court entry and window(s) should be installed in the facade that faces the street.



Above: Court- entry garage



Landscape Features

RESIDENTIAL SUBDIVISION DESIGN GUIDELINES

LANDSCAPE FEATURES

Planting Design

Landscaping should be an integral part of the overall site design and should be utilized to better integrate a development into its setting by:

- Enhancing pedestrian scale
- Screening views of unsightly elements, such as utility boxes
- Softening hard edges
- Enhancing the environment
- Defining specific areas and enhancing architectural features

Ordinance Requirements:

- Single-family dwellings shall be landscaped in conformance with Section 7.05(7)(d) of the Zoning Ordinance.
- Perimeter treatments for residential subdivisions shall be in conformance with Section 7.5(7)(a and b) of the Zoning Ordinance.
- Landscaping for residential streets shall be in conformance with Section 7.5(8) of the Zoning Ordinance.

Guidelines:

- Significant existing landscape elements should be preserved and incorporated into landscape plans.
- Native plant materials and other plant species which are well adapted to local climatic conditions should be considered for new plantings.
- Native plant material is often more resistant to disease and better able to tolerate low water conditions.
- Retention ponds edges should be planted with appropriate trees, shrub, perennial and emergent vegetation to filter runoff, limit waterfowl and enhance water quality.
- Drainage swales that are incorporated into landscape designs are strongly recommended to reduce water quality impacts associated with site runoff.

Irrigation

Guidelines:

- Irrigation that efficiently provides water should be considered in required landscaped areas to ensure plant survival. Irrigation systems with water sensors ensure that systems do not operate when there is adequate moisture in the soil. Drip irrigation may also be appropriate in non-turf situations.
- Systems should be designed to minimize water run-off onto sidewalks or streets.
- Backflow prevention devices should be screened from public view by the use of landscaping and other such screening devices.

Other

- A sidewalk extending from the front door to the public sidewalk is highly encouraged. Hardscape areas are encouraged to utilize permeable materials. Tinted, textured or stamped concrete and unit pavers contribute to the richness and diversity of the streetscape.



ACCESSORY STRUCTURES

This section provides standards for the cohesive design of all accessory structures in the residential areas.

Storage Structures

The design of accessory structures, such as carports, detached garages and sheds should draw upon the architectural character of the primary residence. See also Section 8.02 Accessory Use and Structure Standards of the Zoning Ordinance.

Mailboxes

The design of the mailboxes and mailbox enclosures within subdivisions should be consistent with the architectural style of the development and should match the colors and materials of other on-site buildings.

Walls and Fences

The design of fences, walls and other structural landscape features should be compatible with and complementary to the architecture and the surrounding setting.

Fences constructed of predominantly natural materials, such as wood and stone, are preferred; however, the use of masonry, vinyl, and textured or color-tinted concrete is acceptable.

Chain link fences in rear yards may be used but should be vinyl coated mesh.

Barbed wire, razor wire or similar wire or security fences should not be used except as permitted in agricultural zoning districts with agricultural uses.

All fences, walls and other related features should be accompanied by landscaping to better integrate the structure within the site and to reduce its visual impact. Landscaping and design elements should be used to break up long expanses of uninterrupted walls, both horizontally and vertically.

See also Section 7.09 Fences, Walls, and Hedges of the Zoning Ordinance.

Entry Signs

Signs at subdivision entries often set the tone for the entire development.

Ordinance Requirements:

- The name should be incorporated into a structure that is complemented with landscaping in all cases and lighting as is appropriate, as required by the Villa Rica Sign Ordinance.
- The materials should be natural and not reflective.

Guidelines

- Water features and other architectural features should be considered.

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CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Sign Ordinance – Suspended Single-Post Signs

CITY COUNCIL AGENDA DATE: February 9th, 2021

PLANNING COMMISSION DATE: January 5th, 2021

DATE: December 16th, 2020

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

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

PURPOSE: An amendment to the Villa Rica Sign Ordinance allowing Suspended Single-Post Signs in CMU, C1, I1, AG and OMI zoning districts.

BACKGROUND: Suspended Single-Post Signs are permissible under Temporary Signs, and are typically used in advertising real estate for sale. However, these types of signs can be scale-appropriate for single-tenant stand-alone professional businesses and services, and expands the types of permissible sign options in the CMU, C1, I1, AG and OMI zoning districts. The Sign Ordinance text amendment establishes the permissible use of Suspended Single-Post Signs, while regulating the number, size, placement and illumination of said signs.

STAFF RECOMMENDATION: Signage employed by our local business to publically advertise their business or services is critical to their visibility and potential success. By expanding the signage options for smaller stand-alone businesses in our lower-density commercial and industrial zoning district, we are providing enhanced options for business to attract consumers and customers. Staff recommends amending the ordinance to allow Suspended Single-Post Signs as permissible structures in the CMU, C1, I1, AG and OMI zoning districts.

IMPACT: Enhances options for smaller stand-alone businesses to advertise their products or services.

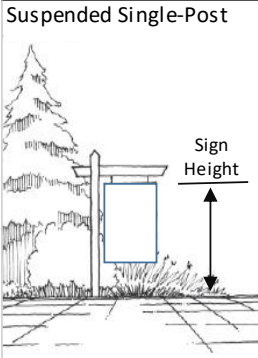
Some examples of Suspended Single-Post Signs.



MOTION: I move to APPROVE the amendment to Section 9.27 of the Villa Rica Sign Ordinance adding Suspended Single-Post Signs as permissible structures in the CMU, C1, I1, AG and OMI zoning districts.

Sec. 9.27 – SUSPENDED SINGLE-POST SIGNS

- 1) Suspended Single-Post Signs are permitted in CMU, CI, I1, AG and OMI zoning districts.
- 2) All Suspended Single-Post Signs shall be located behind the street right-of-way and no portion shall overhang the street right-of-way.
- 3) Suspended Single-Post Signs shall not be internally illuminated.
- 4) Suspended Single-Post Signs and their supporting posts shall be of a color and material which are similar or complimentary to those of the structure housing the subject establishment.
- 5) Suspended Single-Post Signs shall not project more than four (4) feet as measured from the interior of the support post to the exterior plain of the sign structure.
- 6) For non-residential lots between 50-99 feet wide, the sign face shall not exceed six (6) square feet, and a maximum height of six (6) feet at base grade as measured from grade to the top of the sign copy, not the top of the sign structure.
- 7) port post to the exterior plain of the sign structure.
- 8) For non-residential lots between 100 feet wide or greater, Suspended Single-Post Signs substituted for a monument sign may have twelve (12) square feet of sign face area, and a maximum height of eight (8) feet at base grade as measured from grade to the top of the sign copy, not the top of the sign structure.

	a. Quantity (max.)	1 per Frontage
	b. Sign Face Area	6 sf or 12 sf, 9.27(6-7)
	c. Height	6' or 8', 9.27(6-7)
	d. Depth/Projection	4 ft
	e. Clearance	NA
	f. Setback	10 ft
	g. Time of Display	NA
	h. Landscaping/Illumination	NA/No
	i. Electronic Message Center	No
	j. Other	9.27

NEW DEFINITION:

Air Dancer means an inflatable moving advertising product comprising a long fabric tube (with two or more outlets), which is attached to and powered by an electrical fan. As the electrical fan blows air through the fabric tube, this causes the tube to move about in a dynamic dancing or flailing motion. Also known as a tube man, sky-dancer, wacky waving inflatable arm flailing tube man.



CITY OF VILLA RICA

City Council Packet

SUBJECT: Amendment to the Villa Rica Zoning Ordinance – Postal Service Delivery and Collection Structures

CITY COUNCIL AGENDA DATE: February 9th, 2021

PLANNING COMMISSION DATE: January 5th, 2021

DATE: December 16th, 2020

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

FISCAL IMPACT:

ANNUAL – N/A

CAPITAL – N/A

OTHER – N/A

FUNDING SOURCE: N/A

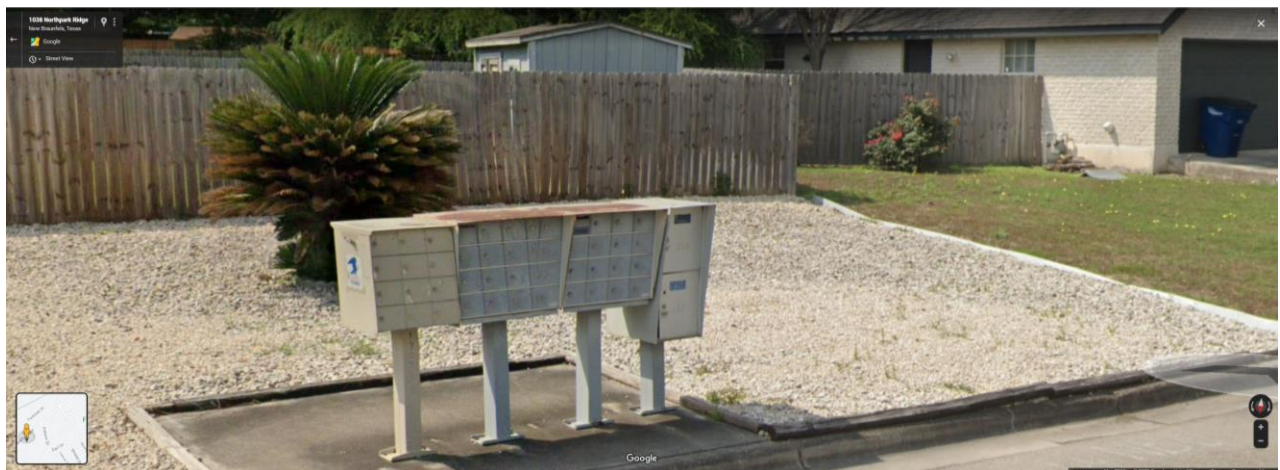
PURPOSE: An amendment to the Villa Rica Zoning Ordinance establishing regulations that address the location, aesthetics, maintenance, and security of centralized mail collection and distribution facilities in new residential subdivisions.

BACKGROUND: The US Postal Service is now requiring that all new residential subdivisions install centralized mailbox facilities. In the course of recent travels, I have seen similar centralized mail facilities in residential subdivisions, which were installed many years ago. Often they are poorly maintained, rusted, littered, and visually blighted. Since the USPS is now going to require them, and to guard against neighborhood blight, the City is adding specific regulations addressing aesthetics, location, security, and maintenance into the accessory structures and uses subsection of the Villa Rica Zoning Ordinance.

STAFF RECOMMENDATION: In order ensure compliance with the US Postal Service requirements for centralized mail facilities in residential subdivisions, and to add local regulations related to location, aesthetics, security, and maintenance, staff is recommending adopting an amendment to the Accessory Structures and Uses subsection of the Villa Rica Zoning Ordinance to add a new subsection entitled “Postal Service Delivery and Collection Structures”.

IMPACT: The adoption of this amendment will ensure better quality and sustainability for our residential subdivisions effective upon the enforcement of centralized delivery and collection facilities by the USPS.

Sample of why this ordinance is needed. This is in a friend of mine's neighborhood in Texas where centralized mailboxes have been in use for years. They are rusted, not well maintained, the bulk boxes are often left unlatched, and aesthetically, they make the neighborhood look dingy and run down – although the average home price in the neighborhood is in the \$300k range. There is no HOA and the USPS doesn't maintain what the developers originally installed.



MOTION: I move to APPROVE a text amendment to the Villa Rica Zoning Ordinance to include Section 8.03(2)x – Postal Service Delivery and Collection Structures.

SEC.8.02 – ACCESSORY USE AND STRUCTURE STANDARDS

2) PERMITTED ACCESSORY STRUCTURES AND USES

X. Postal Service Delivery and Collection Structures

1) SINGLE-POINT DELIVERY - MAILBOXES

- a) All mailboxes, whether installed on public or private streets, shall comply with the United States Postal Service (USPS) standards for the construction of mailboxes. A statement indicating the type of mail delivery available by the United States Postal Service (e.g., delivery to an individual mailbox or central delivery via cluster mailbox stations) shall be indicated on an approved subdivision plat or development permit.
- b) The property owner shall be responsible for the maintenance and repair of the mailboxes.
- c) Lateral placement of a non-cluster, individual mailbox shall be no more than six inches from the face of the curb or edge of pavement if no curb and gutter is present as defined by USPS installation requirements. In no case shall the face of the mailbox extend out over the face of the curb or edge of pavement if no curb and gutter is present.
- d) All monument-type or brick, stone, or masonry veneered mailboxes must be constructed with a hollow core. Concrete block construction is prohibited.

2) CENTRALIZED MAIL DELIVERY AND COLLECTION - CLUSTER BOX UNIT (CBU)

- a) General
 - i) If required by the United States Postal Service (USPS), CBUs for commercial, industrial, and residential developments shall meet or exceed the standards of the USPS and meet the following additional requirements.
 - ii) During the design and planning phase (i.e., before plans and site plats are finalized with the appropriate planning/zoning authorities), developers and builders must notify the U.S. Postal Service of the planned development so that the Postal Service can determine the appropriate mode of delivery while considering input from the parties involved with the development.
 - i) Installation of the mailbox unit(s), as well as any associated shelters, lighting, parking, and other related amenities shall be the responsibility of the developer.
 - ii) The mailbox unit(s) must be installed according to the manufacturer's standards.
- b) Location
 - i) CBUs shall be located as follows:
 - (1) Within a primary building, such as an apartment building, or an accessory facility serving the development such as a clubhouse;
 - (2) Stand-alone within twenty-five (25) feet of the parking area servicing such buildings or facilities; and/or
 - (3) CBUs and associated improvements that provide for access to the CBU shall be located within a common area or an access easement and are subject to approval of the public works department prior to installation. The area of each CBU located in common open space shall count towards any required open space for the development.

- (4) CBUs, and any associated structures, shall not adversely impact sight distance to any driveway or road intersection, as determined by the City Engineer. Whenever feasible, the mailbox unit should be located within an amenity center, if one is proposed for the development.
 - (5) All access to cluster mailbox unit(s) shall comply with current Americans with Disabilities Act and the Georgia Accessibility Code. Any sidewalks required by other provisions of this Ordinance shall be incorporated into the mailbox area(s).
 - (6) The mailbox unit(s) and shelter, if any, shall be exempt from the normal setback requirements; however, shelters or other structures must be submitted to the building official for review and must meet all applicable building codes.
 - (7) Cluster mailbox units shall be prohibited within the public right-of-way.
- c) **Parking and Pedestrian Access**
- i) The number of motor vehicle parking spaces shall be provided per location, which shall include at least one space meeting handicap accessibility requirements.
 - ii) No parking is required for CBUs located within a facility with parking or within twenty-five (25) feet of a parking area serving another facility.
 - (1) Such facilities include, but are not limited to, clubhouses, leasing offices, and parking bays designated for visitor parking.
 - (2) Such parking areas shall include a designated handicap accessible parking space in a location meeting USPS requirements.

Number of Mailboxes per Location	Minimum Number of Parking Spaces
50 or less	2
51 – 80	3
80 – 110	4
111 or more	4 plus 1 per each additional 25 mailboxes

- iii) **Pedestrian Access**
 - (1) Walkways or sidewalks shall connect mail stations to parking areas and the overall walkway and sidewalk system of the development.
 - (2) All CBUs shall be accessed by walkways or sidewalks meeting handicap accessibility width and paving requirements.
- d) **Maintenance**
 - i) For single-family attached and detached developments, maintenance of the mailbox unit(s), as well as any associated shelters, lighting, parking, and other related amenities shall be the responsibility of the homeowners. The establishment of a homeowners' association is strongly encouraged in developments where individual mail delivery will be unavailable.

e) Exemptions

- i) New homes built or established within a block of existing homes can only receive the same type of mail delivery service as the older, existing homes after the Postal Service has completed an operational efficiency analysis. When new delivery replaces more than 1 block, delivery methods must comply with mode of delivery options for establishment and extension of delivery service, which is typically centralized mail service.



U. S. Postal Service National Delivery Planning Standards A Guide for Builders and Developers



PRIORITY:YOU

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1 Introduction

The United States Postal Service® is proud to provide every new home and business with excellent, efficient mail delivery service. This guide will assist you in preparing your new development for mail service by planning locations and space for mail equipment early in the development process.

The U.S. Postal Service™ is responsible for establishing the method or “mode” of delivery for all new developments—both residential and commercial. The mode of delivery includes the following:

- Type of mailbox you will use.
- Location of the mailbox for each delivery address.

Centralized delivery is our preferred method of mail delivery. Centralized delivery equipment improves delivery efficiency and provides space for large mail items, including packages, which is a great benefit for customer. Freestanding, pedestal-style outdoor centralized mailboxes are called cluster box units or CBUs. CBUs are “package friendly” because they are designed to accommodate the majority of packages delivered through the U.S. Mail®. CBUs also include parcel lockers, which provide separate, locked storage for many packages.

Other types of centralized mailbox equipment are also available. Builders and developers or property owners are responsible for the purchase, installation, maintenance, repair, and replacement of mailbox equipment.

This guide provides information about the types of USPS-approved mailbox equipment options available commercially and information about other aspects of mail delivery planning that may apply to your specific development.

With more than 150 million households and businesses served daily—and another 1 million new delivery points added on average every year—it is imperative that the U.S. Postal Service make its mail delivery network more efficient while still delivering the service our customers expect. We appreciate your assistance in furthering that objective, while at the same time helping provide new customers with convenient mail delivery for their new homes and businesses.

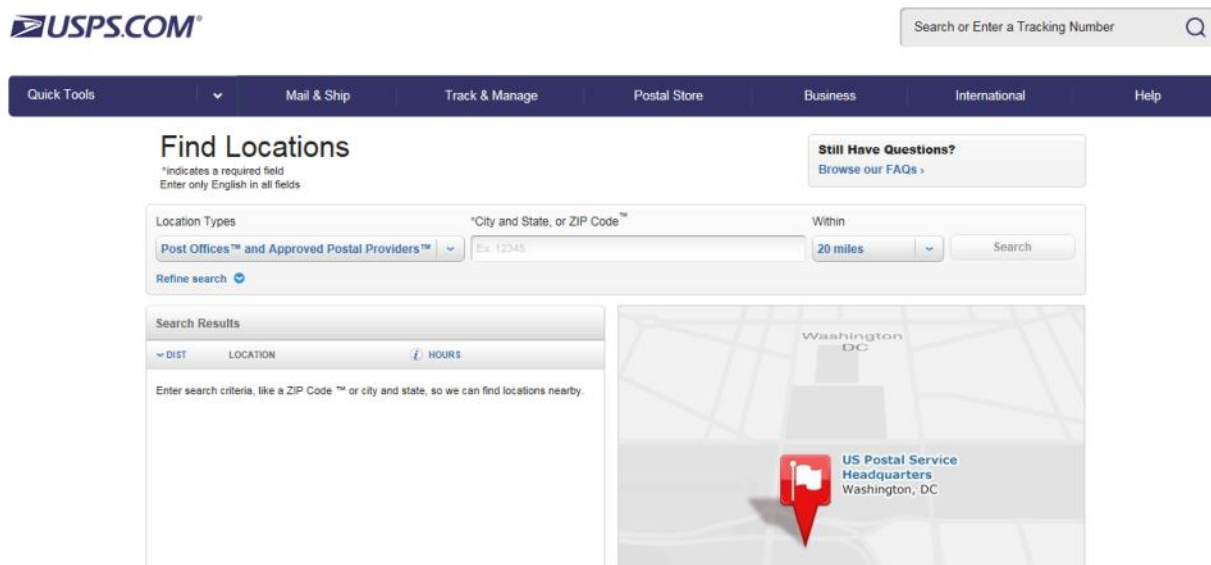
We also want to connect you with local USPS® delivery planning individuals in your area—referred to as Growth Managers. Postal Service Growth Managers are available to assist you. Prior to submitting your master plan and plat to the local municipality and/or county for approval, you must arrange for a local USPS Growth Manager to review your development plans prior to commencing construction.

Thank you for reviewing the Postal Service’s mail delivery-planning standards—we look forward to working with you!

2 Finding Your Growth Manager and USPS Online Resources

2.1 Find a Post Office

The Postal Service lists all local Post Offices™ on its website at: www.usps.com. To find the Post Office closest to your new development, search using the appropriate ZIP Code™.



2.2 Find Your Local USPS Growth Manager

Every area where the U.S. Postal Service provides mail delivery has a Postal Service employee assigned to help developers and builders with planning mail service for new development. These “new delivery planning” employees are referred to as Growth Managers.

To find the Growth Manager that covers your specific development’s geographic location, send an email to: Delivery.Growth@USPS.GOV, or contact your Post Office and ask to speak to either the Postmaster or the person assigned to assist developers with planning new mail service.

2.3 USPS-Approved Mailbox Equipment

Mailboxes used in new construction projects can be one of the following two types of centralized mailbox equipment:

1. Pedestal-mounted USPS-approved CBU.
2. Wall-mounted USPS-approved STD-4C mailboxes (4C).



The Postal Service annually publishes a list of USPS-approved mailbox equipment and approved manufacturers in its *Postal Bulletin*.

<http://about.usps.com/postal-bulletin/2017/pb22467/html/welcome.htm>

You can also find the latest list of USPS-approved equipment and approved manufacturers at:
<http://about.usps.com/what-we-are-doing/current-initiatives/delivery-growth-management/welcome.htm>

2.4 Delivery Planning Resources for Builders and Developers

The most current version of this guide will always be available on the webpage at:
<http://about.usps.com/what-we-are-doing/current-initiatives/delivery-growth-management/welcome.htm>

The following links provide additional resources for builders and developers:

- Find a Post Office: <https://tools.usps.com/go/POLocatorAction!input.action>.
- Centralized Delivery/Residential Applications: <http://about.usps.com/publications/pub265a.pdf>.
- Centralized Delivery/Garden Apt Applications: <http://about.usps.com/publications/pub265c.pdf>.
- Centralized Delivery/Commercial Applications: <http://about.usps.com/publications/pub265b.pdf>.

3 General Planning Guidelines for Mailboxes in New Developments

3.1 Letter Carrier Access to Deliver U.S. Mail

Centralized delivery is the Postal Service's preference for new addresses, whether residential or commercial. The customer is responsible for keeping the approach to his or her mailbox and adjacent area clear to facilitate delivery. You may provide curbside delivery only with prior approval from the Postal Service. Place curbside mail receptacles approved by the Postal Service where they protect the mail, can be safely and conveniently serviced by carriers without leaving their vehicles, and can be reasonably and safely accessed by customers. These receptacles must be on the right-hand side of the road in the direction of travel when required by traffic conditions, or when driving on the left-hand side of the road to reach the mail receptacle would violate traffic laws.

3.2 Mailbox Locks and Keys

The Postal Service prohibits carriers from accepting keys for locks on private mail receptacles, buildings, or offices, except where an electromechanical door lock system or key keeper box is used.

CBUs have secure, locking mailbox and parcel locker compartments. Whether your new development is commercial or residential, the builder or property owner is responsible for providing lock and key service for cluster box units. The locks/keys for each of the compartments will be provided with the CBU. The Postal Service will furnish the "master access lock" that allows mail to be delivered. See 3.3 for more information.

Your local USPS Growth Manager will discuss specific requirements and processes appropriate for your new development as part of the overall coordination process related to establishing the mode of delivery for your new development.

3.3 USPS Master Access Lock

The Postal Service will furnish its own “master access lock” so that carriers have access to deliver the mail. This lock is not available to developers and builders to pre-install.

Your local USPS Growth Manager will coordinate installation of the “master lock” as part of the overall coordination process when starting new mail delivery for customers.

3.4 Safety Considerations

If curb delivery is approved by the Postal Service, posts and other supports for curbside mailboxes are owned and controlled by the customer. The owner of the property is responsible for ensuring that posts are neat and adequate in strength and size.

When installing centralized delivery equipment, such as CBUs or STD-4C (4C) equipment, the mailboxes must be safely located so that customers are not required to travel an unreasonable distance to obtain their mail. Typically, mailbox receptacles are located within 1 block of the residence.

When new developments, either residential or commercial, are in the design phase, developers or architects must meet with the USPS Growth Manager to ensure that safe and durable receptacles are properly specified and located in conformance with regulations. The Growth Manager will also meet with the builder at the appropriate time during the construction phase to review the physical mailroom installation and discuss coordination and timing of initiating mail delivery.

3.5 Customer and Carrier Accessibility Considerations

Curb delivery may only be provided with prior approval from the Postal Service if the carrier can efficiently, safely, and conveniently service the mailbox from the carrier’s vehicle and if the customer can safely and easily access the mailbox.

Apartment house delivery requires that mailboxes be located reasonably close to the entrance in vestibules, halls, or lobbies. The carrier must also be able to service the boxes without interference from swinging or open doors. Consult with your local USPS Growth Manager early in the design process to ensure you select an appropriate location for the apartment building mailroom.

3.5.1 Placement of Outdoor Cluster Boxes

The local USPS Growth Manager or designee must approve the CBU mailbox sites and type of equipment. Cluster boxes must be safely located so that customers are not required to travel an unreasonable distance to obtain their mail and so there is sufficient access to mailbox locations with adequate space for carriers to deliver and customers to retrieve the mail. Typically, a mailbox receptacle will be located within 1 block of the residence.

3.5.2 Construction Accessibility Guidelines

Accessibility requirements and regulations, including those required to accommodate customers with disabilities, may vary by type of facility and governing jurisdiction. Always consult local building officials and codes for applicable accessibility requirements that apply to your specific development and mailbox project.

4 Single-point Residential Deliveries

New mail delivery planning for single-family residential developments typically falls into the following two primary categories:

- Site-constructed single family homes.
- Mobile or trailer homes.

4.1 Residential Single Family Site Constructed Development

During the design and planning phase (i.e., before plans and site plats are finalized with the appropriate planning/zoning authorities), developers and builders must notify the U.S. Postal Service of the planned development so that the Postal Service can determine the appropriate mode of delivery while considering input from the parties involved with the development.

Developers and builders must plan to install centralized mail delivery receptacles in new residential communities, which include secure parcel lockers.

New homes built or established within a block of existing homes can only receive the same type of mail delivery service as the older, existing homes after the Postal Service has completed an operational efficiency analysis. When new delivery replaces more than 1 block, delivery methods must comply with mode of delivery options for establishment and extension of delivery service, which is typically centralized mail service.

Your local USPS Growth Manager will work closely with you to determine the best approach to providing mail delivery service to customers in your new residential development. It is important that you contact the Growth Manager in your area as early as possible in your planning process.

4.2 Residential Mobile or Trailer Home Development

The delivery options for mobile or trailer home developments depend on whether the development is *permanent* or *transient* as determined by the Postal Service.

Permanent Developments—Permanent developments consist of managed mobile home parks or residential mobile home subdivisions with the following characteristics:

- The lots are permanently assigned.
- The streets are maintained for public use.
- The conditions resemble those of a residential subdivision.

For permanent developments, the delivery options are either central, curbside, or sidewalk delivery. The Postal Service will determine and specify the type of mail delivery for any permanent mobile/trailer home development. The general practice of the Postal Service is to specify centralized delivery.

Transient Developments—Transient developments are mobile home, trailer, and recreational vehicle parks where the lots are temporarily occupied or rented and considered transient, short-term, or seasonal. For transient developments, the only option is delivery to a single point or receptacle designated by park management and approved by local Postal Service management. The single delivery point defined will be for the receipt of all mail from USPS; employees of the park will complete the subsequent distribution of mail and forwarding.

Whether your new mobile home development is permanent or transient, contact your local Growth Manager early in the process so that we can work with you in laying out the space plan for mail delivery for the residents of your new community.

5 Multi-point Residential Deliveries

5.1 Apartment Communities

The following are important U.S. Postal Service guidelines for determining the location and composition of mail receptacles for apartment communities:

- a. All new or remodeled apartment houses must install USPS-approved 4C centralized mailbox equipment. There must be at least 1 parcel locker for every 10 mailbox compartments. The Postal Service requires no maximum number of parcel lockers to be installed—only the 1:10 parcel locker/mailbox minimum.
- b. Lock mail receptacles and parcel lockers in apartment buildings reasonably close to the entrance in vestibules, hall, or lobbies. The carrier must also be able to serve the boxes without interference from swinging or open doors.
- c. Exterior centralized mailboxes may also be an option. The Postal Service may authorize the installation of standard, approved apartment receptacles (4C or CBU) in exterior walls of buildings provided they are not installed directly on the street or a public sidewalk. Provide a canopy for outdoor mailbox installations. The canopy design and location must provide maximum protection from the weather, including driving rain, and provide adequate nighttime lighting.

5.2 Student Housing and Off-Campus Student Apartment Communities

Mail delivery protocols to student housing vary depending on the characteristics of the student housing community being served. Below are general guidelines for establishing new mail service.

Mail is delivered to dormitory buildings and residence halls when addressed to a specific building. Mail is delivered in bulk to a designated representative of the school or property in the building. The representative is responsible for further distribution to students/residents. The Postal Service will determine the proper mode of delivery to be established and may require that designees from the student housing property be identified to accept mail for each location prior to initiating delivery.

The Postal Service defines a dormitory building or residence hall as a building that consists of single or multi-room units that may share or have access to centrally located kitchens, bathrooms, showers, or social or common areas. Whether located on or off campus, and regardless of private ownership, such buildings are nevertheless dormitories and either the school or building owner is responsible for the final delivery of student mail. Post Office personnel do not distribute mail into apartment-type mailboxes for dormitories or residence halls.

As always, it is important to contact your local USPS Growth Manager early in the planning process to ensure understanding and requirements related to providing mail delivery for your new student housing development.

6 Non-Residential Deliveries

6.1 Business and Industrial Parks

The following paragraphs provide important U.S. Postal Service guidelines for determining the location, type of mailbox receptacles and other requirements related to initiating new mail delivery for business and industrial parks:

The type and design of buildings included in the business and industrial park will govern the mode of delivery that is implemented. As with all new mail delivery planning, the location of the USPS-approved delivery equipment is subject to Postal Service approval. Delivery mode options for business parks are door, centralized, curbside, or sidewalk delivery. Door delivery will generally not be available for new delivery points. The primary options are as follows:

- a. **Centralized Delivery.** Centralized delivery service applies to all business office buildings, office complexes, and industrial and professional parks. If the U.S. Postal Service is delivering directly to the mailboxes, the type of equipment allowed for newly constructed buildings must either be USPS-approved CBUs or STD-4C (4C) wall-mounted receptacles.
- b. **Single-Point Delivery.** Single-point delivery is generally not available to new business park developments unless it is in the form of a bulk mail drop.

7 General Delivery Planning Information

7.1 Establishment of City Delivery Service

To establish city delivery service, consider a combination of mail delivery methods to provide regular and effective service to all residential and business sections of a community. Consider the establishment of city delivery service when the following requirements are met:

- a. Within the area to be served, there is a population of 2,500 or more or 750 possible deliveries.
- b. At least 10 percent of the building lots in the area to be served are improved with houses or places of business. Where a house or building and its yard or ground cover more than one lot, all lots so covered are considered improved. The streets are paved or otherwise improved to permit the travel of Postal Service vehicles at all times, without damage or delay.
- c. Streets are named and house numbers are assigned by the municipal authorities in accordance with Management Instruction DM-940-89-3, *Addressing Conventions*.
- d. Street signs are in place and house numbers are displayed.
- e. Rights-of-way, turnouts, and areas next to the roads and streets are sufficiently improved so that the installation, servicing, and accessing of mailboxes are not hazardous to the public or Postal Service employees.
- f. Satisfactory walkways exist for the carrier where required.

Note: During a new residential or commercial development's design and planning phase (i.e., before the developers and builders finalize plans and site plats with the appropriate planning/zoning authorities), developers and builders must notify the Postal Service so that the Postal Service can determine the appropriate mode of delivery while considering input from these parties.

Developers and builders should plan for centralized mail delivery installations for residential communities or business developments.

It is important to contact your local USPS Growth Manager while you are still in the design process so that we can collaborate with you to prepare the most efficient, effective plan to provide mail delivery for the customers who will live or work in your new development.

8 Inspection and Commencement of Mail Delivery Services

8.1 Mail Receptacles and Customer Obligations

Appropriate mail receptacles must be provided for the receipt of mail. The type of mail receptacle depends on the mode of delivery in place. Purchase, installation, maintenance, repair, and replacement of mail receptacles are the responsibility of the customer. Verify with the local Postmaster or Growth Manager, the appropriate locations for installation. The following apply:

- a. In locations where the Postal Service has determined that centralized delivery is appropriate, customers must install mail receptacles that comply with the USPS STD- 4C wall-mounted mail receptacles or USPSB1118, Postal Service specification, CBUs, to include secured parcel lockers.
- b. If curblane delivery is authorized, customers must erect curb-mounted receptacles that comply with USPS-STD-7C.
- c. If sidewalk delivery is authorized, customers must erect sidewalk-mounted receptacles that comply with USPS-STD-7C.

The Postal Service annually publishes a list of USPS-approved mailbox equipment and approved manufacturers in its *Postal Bulletin*.

<http://about.usps.com/postal-bulletin/2017/pb22467/html/welcome.htm>

You can find the latest list of USPS-approved equipment and approved manufacturers at:

<http://about.usps.com/what-we-are-doing/current-initiatives/delivery-growth-management/welcome.htm>

8.2 Centralized Mail Receptacle Installation

You must consider many variables when installing centralized mailbox equipment. In addition to providing accessible locations, you must conduct proper foundation preparation and follow specific mounting procedures, to name a few requirements.

Appendices A through D of this guide provide sample diagrams of various CBU installations to help you understand space requirements, placement, etc.

Note: It is critical that you refer to the installation manuals furnished by each of the manufacturers for the specific USPS-approved centralized mailbox equipment purchased commercially.

For assistance with siting your outdoor centralized mail equipment, contact your local USPS Growth Manager so that the Postal Service can advise about the proper locations as you finalize plans for your new development.

9 Closing

Thank you for taking time to review this guide for planning mail delivery for new development.

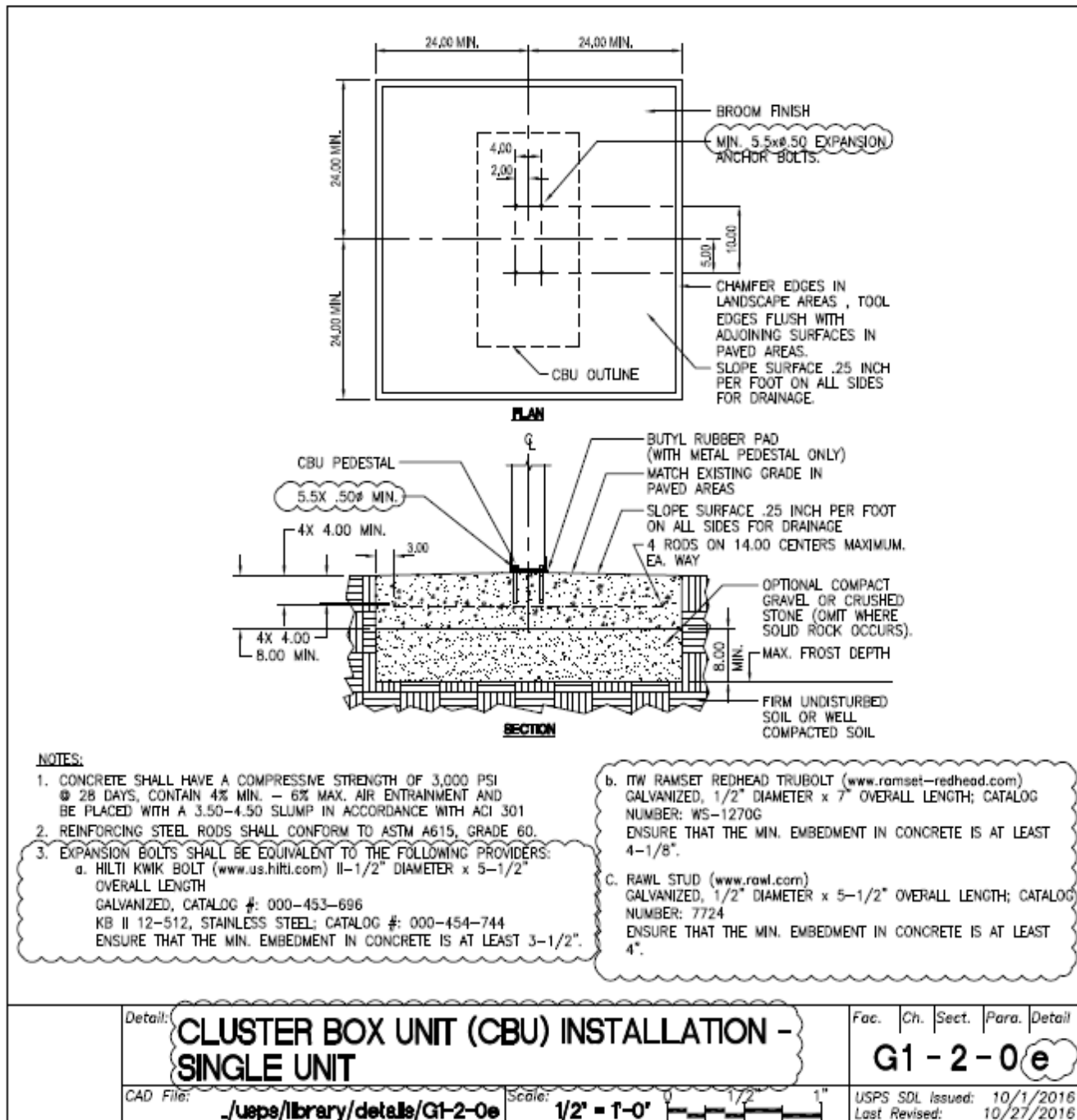
We periodically update this guide—so be sure to check online for the latest version on the ABOUT.USPS.COM website at:

<http://about.usps.com/what-we-are-doing/current-initiatives/delivery-growth-management/welcome.htm>

Reminder: You can find the Growth Manager who covers your specific development geography by sending an email to: Delivery.Growth@USPS.GOV.

Or, you can contact your Post Office and ask to speak to the Postmaster or person assigned to assist developers with planning new mail service.

APPENDIX A – Cluster Box Unit Installation Single Unit



NOTES TO A/E:

PLAN

SECTION

NOTES:

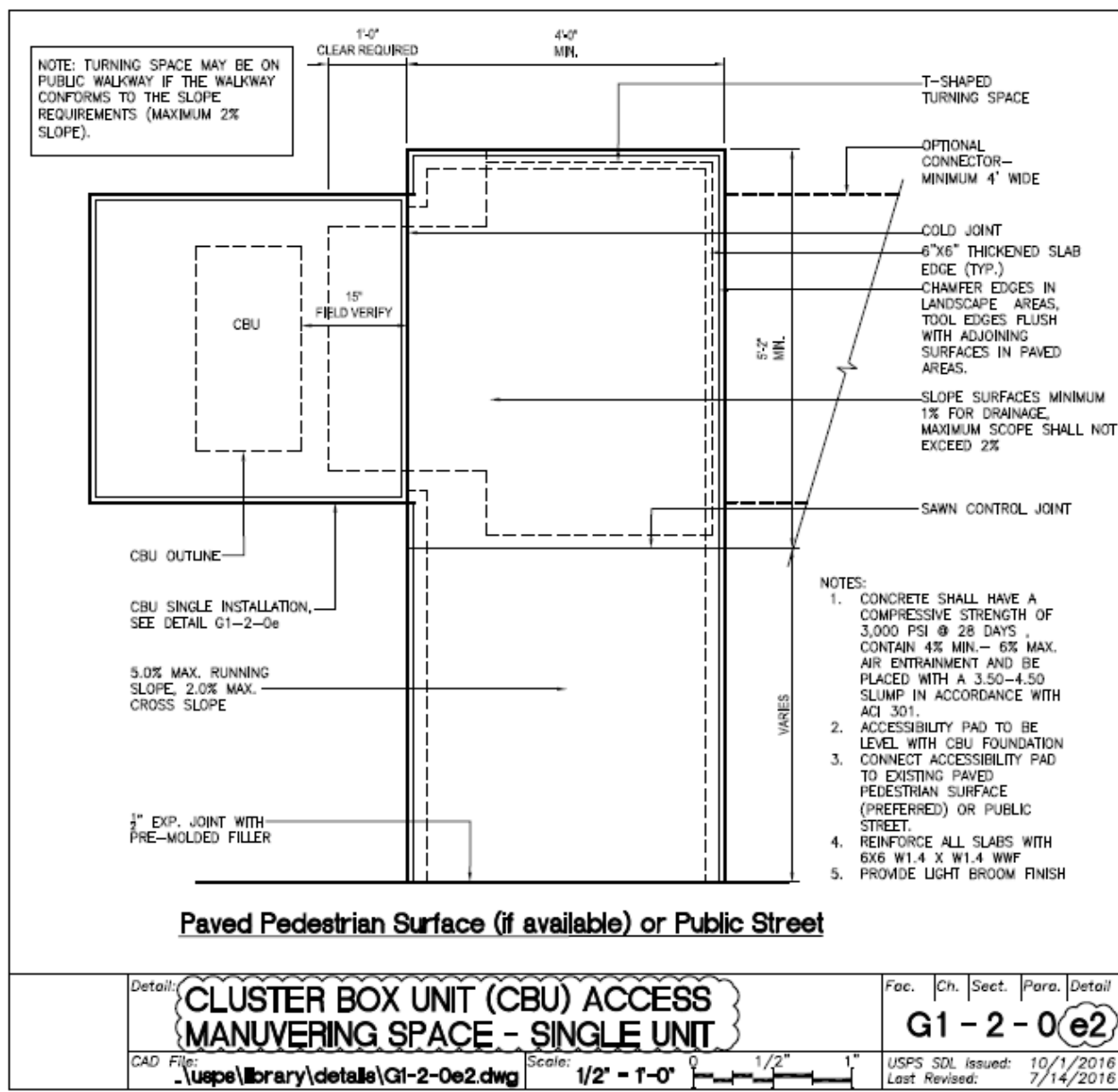
- CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN. - 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50 - 4.50 SLUMP IN ACCORDANCE WITH ACI 301.
- REINFORCING STEEL RODS SHALL CONFORM TO ASTM A615, GRADE 60.
- EXPANSION BOLTS SHALL BE EQUIVALENT TO THE FOLLOWING PROVIDERS:
 - Hilti KWIK BOLT (www.us.hilti.com) II-1/2" DIAMETER x 5-1/2" OVERALL LENGTH GALVANIZED, CATALOG # 000-453-896 KB II 12-S12, STAINLESS STEEL; CATALOG # 000-484-744 ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 3-1/2".
 - RW RAMSET REDHEAD TRIBOLT (www.ramset-redhead.com) GALVANIZED, 1/2" DIAMETER x 7" OVERALL LENGTH; CATALOG NUMBER: WS-1270G ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4-1/8".
 - RAWL STUD (www.rawl.com) GALVANIZED, 1/2" DIAMETER x 5-1/2" OVERALL LENGTH; CATALOG NUMBER: 7724 ENSURE THAT THE MIN. EMBEDMENT IN CONCRETE IS AT LEAST 4".
- A 3 CBU CONFIGURATION IS DEPICTED. A 2 OR 4 CBU CONFIGURATION MAY BE USED AS LONG AS THEY ARE ARRANGED IN GROUPS SUCH THAT THE OVERALL DIMENSION OF THE CONCRETE BASE DOES NOT EXCEED 16 FEET.

Detail:	Fac.	Ch.	Sect.	Para.	Detail
CLUSTER BOX UNIT (CBU) INSTALLATION - MULTIPLE UNIT					G1 - 2 - 0 e1
CAD File: ./usps/library/details/G1-2-0e1	Scale:	1/2" = 1'-0"	0	1/2"	1'
					USPS SDL Issued: 10/1/2016 Last Revised: 10/27/2016

APPENDIX C – Cluster Box Unit Access Maneuvering Space – Single Unit

NOTES TO A/E:

- IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.

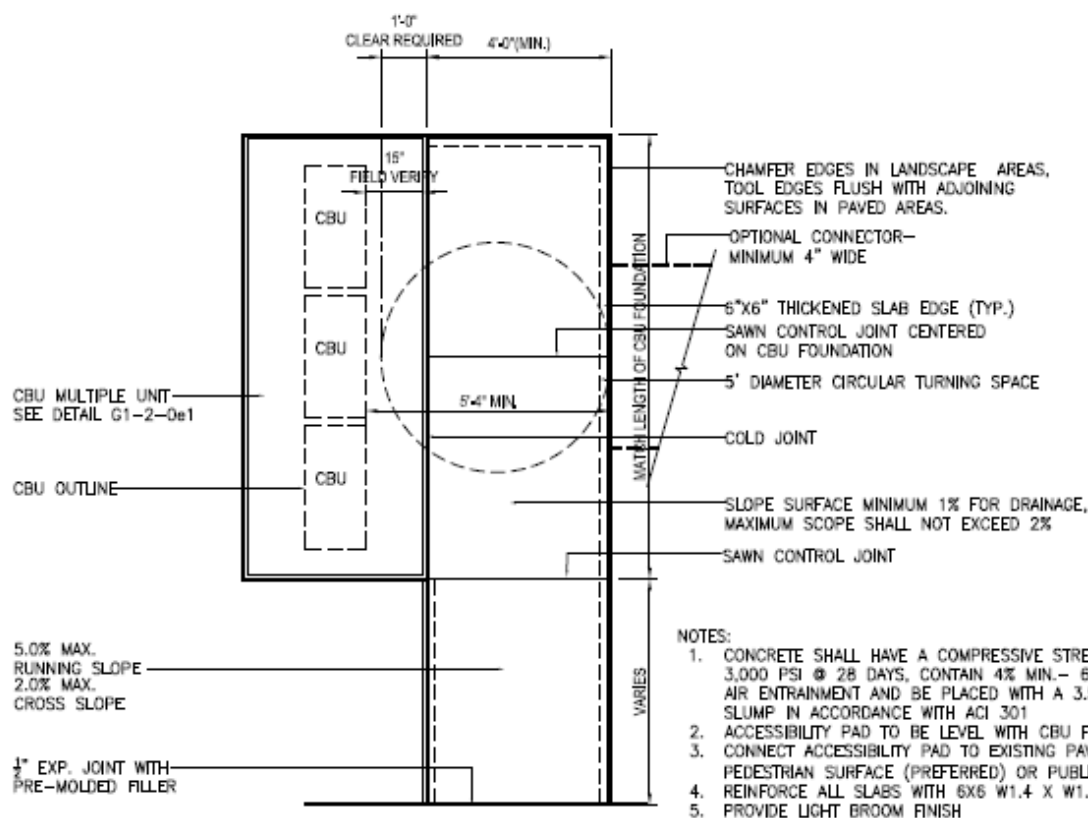


APPENDIX D – Cluster Box Unit Access Maneuvering Space – Single Unit

NOTES TO A/E:

1. IF THE ACCESSIBLE ROUTE FROM THE CBU(S) CONNECTS WITH A STREET OR OTHER PAVED SURFACE AT A VERTICAL CURB, A CURB RAMP SHOULD BE INSTALLED IN ACCORDANCE WITH RE-4 REQUIREMENTS.

NOTE: TURNING SPACE MAY BE ON PUBLIC WALKWAY IF THE WALKWAY CONFORMS TO THE SLOPE REQUIREMENTS (MAXIMUM 2% SLOPE).



NOTES:

1. CONCRETE SHALL HAVE A COMPRESSIVE STRENGTH OF 3,000 PSI @ 28 DAYS, CONTAIN 4% MIN.- 6% MAX. AIR ENTRAINMENT AND BE PLACED WITH A 3.50-4.50 SLUMP IN ACCORDANCE WITH ACI 301
2. ACCESSIBILITY PAD TO BE LEVEL WITH CBU FOUNDATION
3. CONNECT ACCESSIBILITY PAD TO EXISTING PAVED PEDESTRIAN SURFACE (PREFERRED) OR PUBLIC STREET.
4. REINFORCE ALL SLABS WITH 6X6 W1.4 X W1.4 WWF
5. PROVIDE LIGHT BROOM FINISH

Paved Pedestrian Surface (if available) or Public Street

**CLUSTER BOX UNIT (CBU) ACCESS
MANEUVERING SPACE - MULTIPLE UNIT**

CAD File: [\\usps\library\details\G1-2-0e3.dwg](#)

Scale: 1/4"=1'-0"

0 1/2" 1"

Fac. Ch. Sect. Para. Detail
G1-2-0 e3

USPS SDL Issued: 10/1/2016
Last Revised: 7/14/2016



CITY OF VILLA RICA

City Council Packet

SUBJECT: Livable Centers Initiative (LCI) Update – Community Engagement Plan

CITY COUNCIL AGENDA DATE: February 9th, 2021

PLANNING COMMISSION DATE: N/A

DATE: January 29, 2021

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

FISCAL IMPACT:
ANNUAL – N/A
CAPITAL – N/A
OTHER – N/A

FUNDING SOURCE: Atlanta Regional Commission/City of Villa Rica

PUBLIC HEARING: None Required

PURPOSE: This is an update on the status of the Villa Rica Livable Centers Initiative Study.

BACKGROUND: The consulting team, in coordination with City staff, has developed a Public Engagement Plan to provide a timeline and to articulate the public participation process for the Villa Rica LCI Study. The Plan includes the rollout of a Villa Rica LCI webpage, community priorities survey, and survey promotional materials which will be distributed at various locations throughout town to encourage participation in the public input process. This update serves to officially kickoff the public engagement process, which will be flowed by stakeholder meetings and more structured public engagement opportunities.

STAFF RECOMMENDATION: Please share this information with your constituents to encourage their participation in the LCI Study public input process.

IMPACT: The Villa Rica LCI Program is a legacy project that will have a long-standing impact on the greater downtown and Fullerville areas for decades to come.

PLANNING COMMISSION RECOMMENDATION: N/A

MOTION: No action required – for informational purposes only.



COMMUNITY ENGAGEMENT BRIEF

CITY OF VILLA RICA LIVABLE CENTERS INITIATIVE STUDY

JANUARY 28, 2020 | CITY OF VILLA RICA, GA



2 PUBLIC INPUT

Project Management Team Meetings

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

Meeting Format: In-person for milestone meetings, unless staff preference is for Virtual and Virtual for non-milestone meetings (Zoom, hosted by MKSK).

Meeting Frequency: Monthly

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

Core Team Meetings

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

Meeting Format: Virtual (Zoom, hosted by MKSK)

Meeting Frequency: Milestones (Introduction, Development Concept Review, Implementation Strategy Review)

Number of Meetings: 3

General Community Engagement

Conduct three community engagement efforts at milestone intervals in the project development. The three milestone community engagement efforts are described below:

Community Engagement 1 (Target February 2021)

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

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

Meeting Format: Virtual (Zoom, hosted by MKSK)

Number of Meetings: 5

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

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

Community Engagement 2 (Target June 2021)

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

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

Meeting Format: Virtual (Zoom, hosted by MKSK)

Number of Meetings: 2

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

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

Community Engagement 3 (Target September 2021)

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

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

Meeting Format: Virtual (Zoom, hosted by MKSK)

Number of Meetings: 5

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

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

Final Plan Review and Transportation Coordination Meeting

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

Meeting Format: Virtual (Zoom, hosted by MKSK)

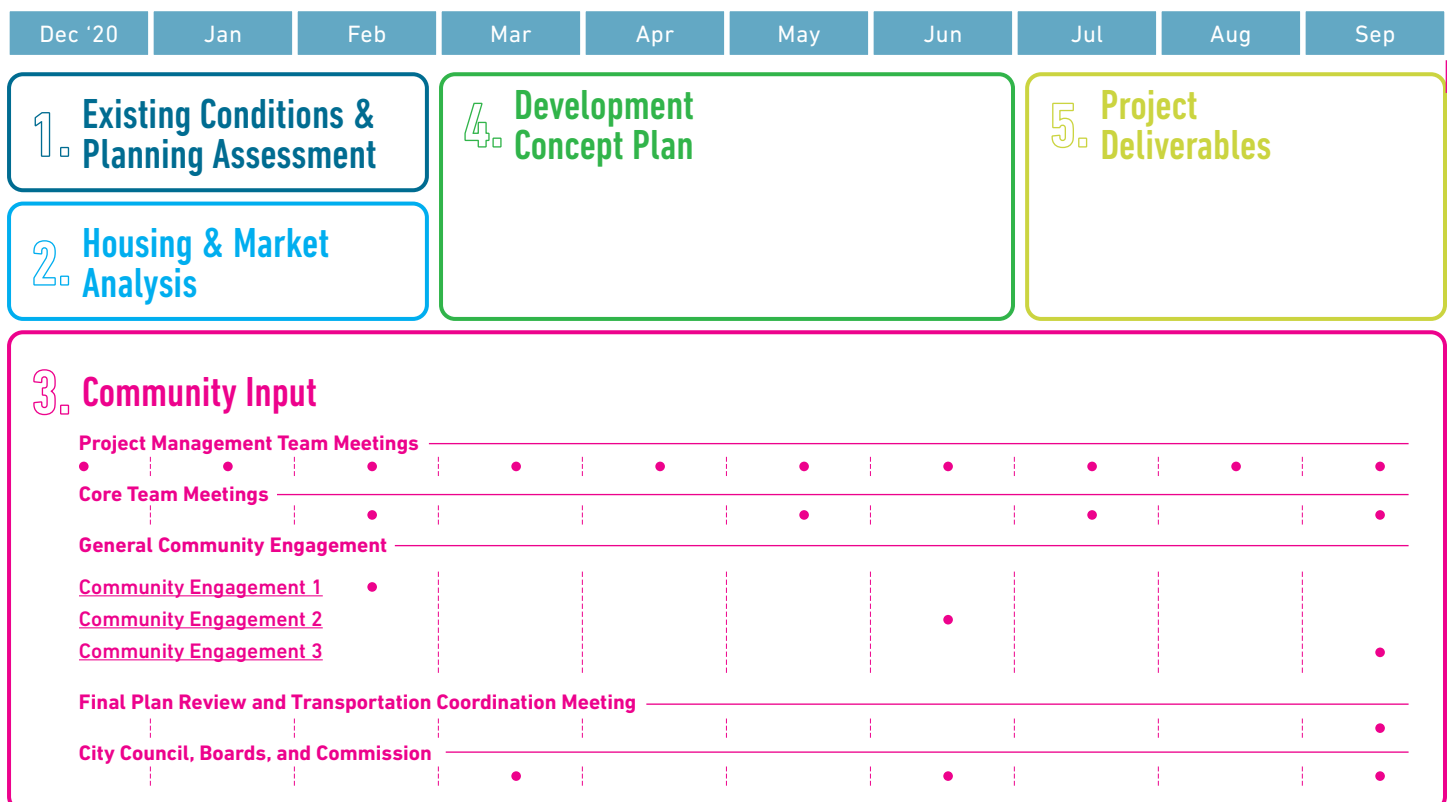
Number of Meetings: 1

City Council, Boards, and Commission

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

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

Number of Meetings: 6

PUBLIC INPUT SCHEDULE



City of Villa Rica Livable Centers Initiative Study

Community Development

Applications & Permits

Building Permits & Inspections

Code Compliance

Historic Preservation Commission

Occupational Tax/Alcoholic Beverage Licensing

Planning & Zoning

The Villa Rica Sign Ordinance - 2019

Villa Rica Livable Centers Initiative Study

Introduction

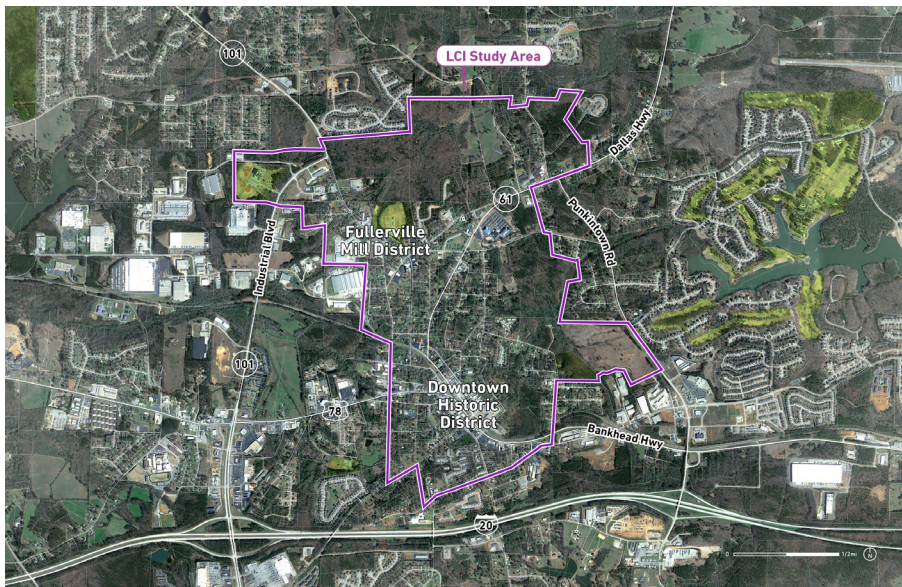
As the Villa Rica community continues to progress and aspire to a more walkable, livable, and economically competitive city, the Livable Centers Initiative (LCI) study offers the opportunity to advance the vision for the downtown area, historic Fullerville Mill District, and adjacent neighborhoods. Throughout the ten month process we will be inviting you at key milestones to help shape the vision for these areas.

To help us kick things off, please click on the button below to complete a vision survey aimed at helping us understand the unique local strengths and authentic qualities of Villa Rica this plan will be built upon.

Click to Complete Survey

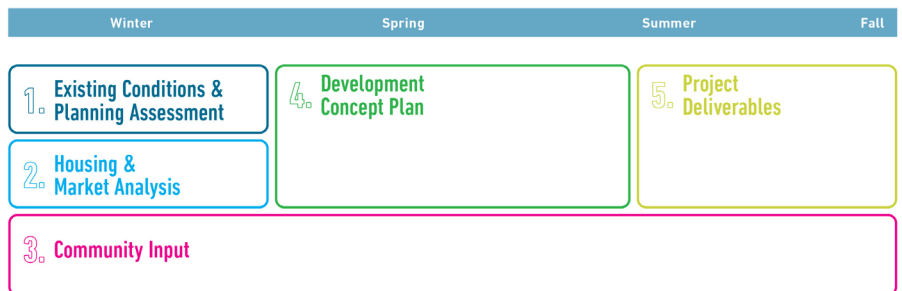
Project Background

This planning effort will envision strategic recommendations and development concepts to transform the core of Villa Rica—down-town and the Fullerville Mill District—into a signature district that is connected, walkable, vibrant, equitable, and livable. This vision must be creative and aspirational, but targeted and focused on the unique needs and challenges of a bustling modern renaissance city. This plan will also help to ensure that future investment aligns with the community's vision. The project's study area is shown in the graphic below.



Process

The Villa Rica LCI study is a ten-month-long planning project divided into five major tasks.



- Existing Conditions & Planning Assessment – Collect data and perform analyses to develop a thorough understanding of the project area.
- Housing & Market Analysis – Perform technical analyses related to demographics, real estate, and housing to gain an in-depth understanding of the types of development that would meet demand.
- Community Input – Involve local residents, businesses, property owners, and other stakeholders in the planning process through creative community engagement exercises and online engagement opportunities.
- Development Concept Plan – Develop a draft conceptual plan featuring catalytic site concepts, public realm & transportation recommendations, and policy & program recommendations.
- Project Deliverables – Based on community input, refine and finalize recommendations, then compile a final report with supporting exhibits.

Project Team

This project is funded by the City of Villa Rica, in conjunction with a grant from the Livable Centers Initiatives, a program of the Atlanta Regional Commission.

ARC

MKSK

Planning, Urban Design, & Landscape Architectre

CITY OF VILLA RICA

TOOLE DESIGN

Multi-modal Planning & Technical Analysis

CITY OF VILLA RICA

bae

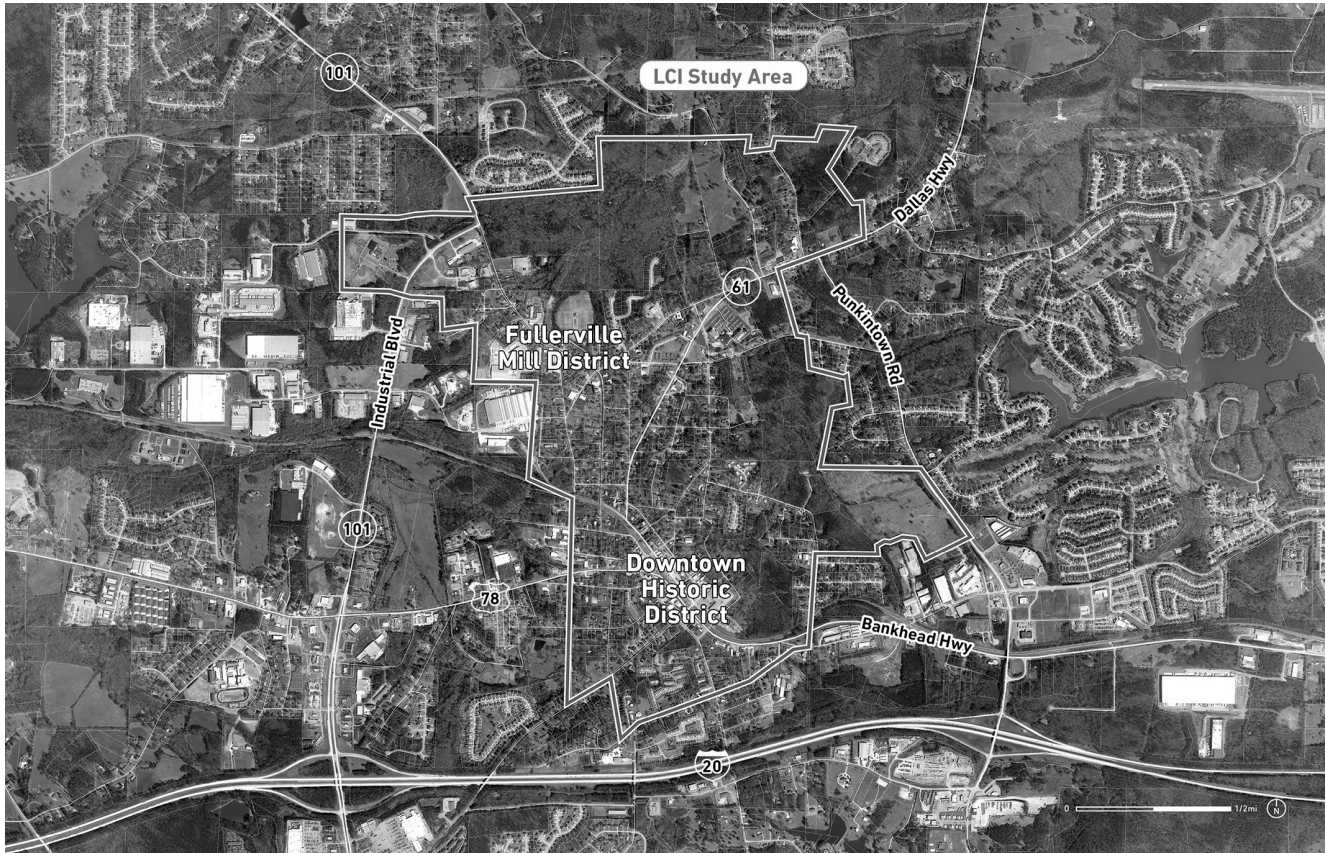
Market Analysis & Economic Development



**Help us shape the
future of Villa Rica!**

Visit **bit.ly/VillaRicaLCI**
to take our vision survey and share
your ideas for the future of Downtown
& the Fullerville Mill District!

Thank you for taking the time to help us understand Villa Rica's Downtown and the Fullerville Mill District. We appreciate your participation and hope you continue to stay involved throughout the planning process!



* 1. Do you live in Villa Rica?

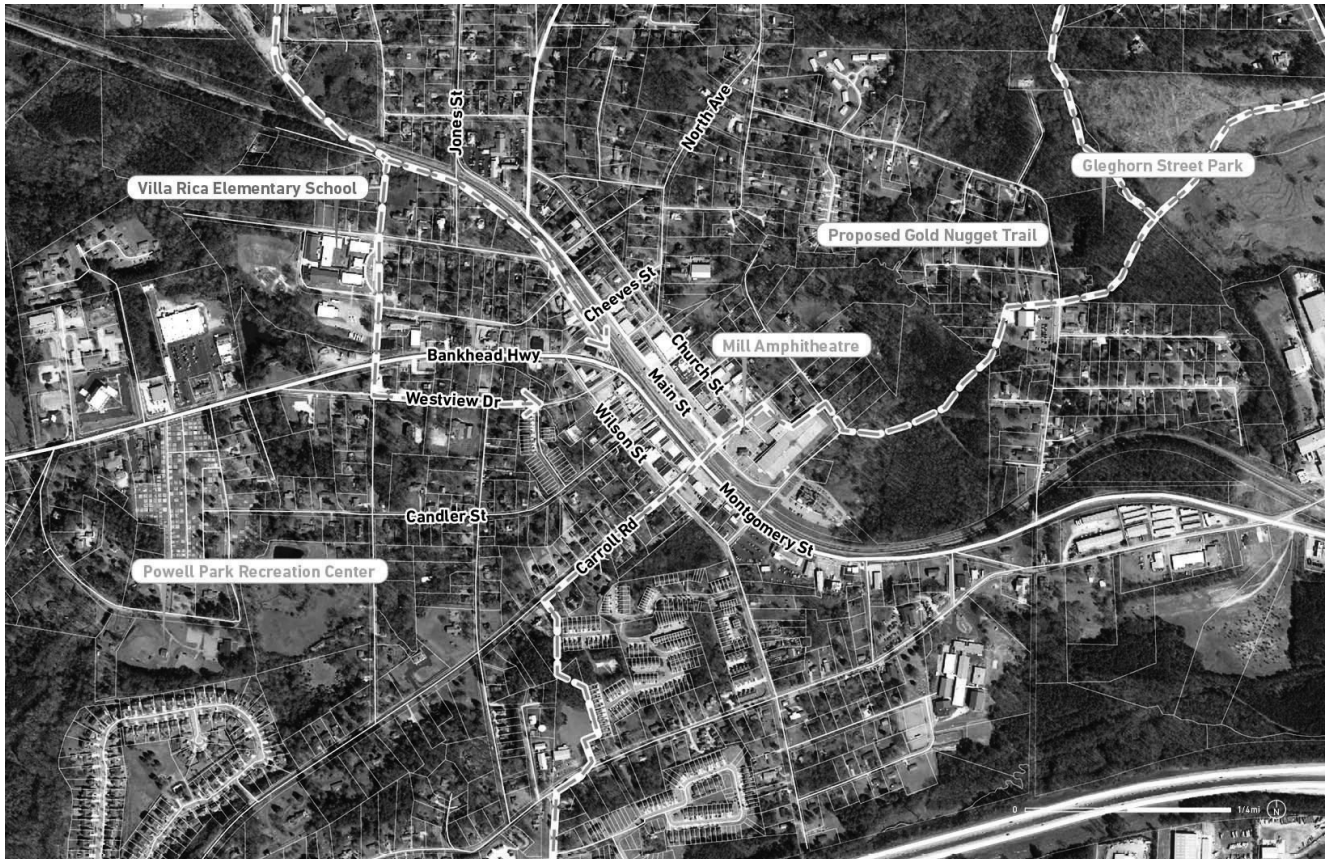
- ☐ Yes
- ☐ No

* 2. Where do you live? Select your five-digit ZIP code below.

- ☐ 30180
- ☐ 30134
- ☐ 30179
- ☐ 30157
- ☐ 30187
- ☐ Other (please specify)

Downtown Villa Rica

The following questions focus specifically on Downtown Villa Rica.



* 3. How often do you visit Downtown Villa Rica?

- | | |
|---|--|
| ☐ Every day | ☐ A few times a year |
| ☐ A few times a week | ☐ Never |
| ☐ A few times a month | |

* 4. How do you typically travel to Downtown Villa Rica?

- ☐ On foot
- ☐ By bike
- ☐ By car
- ☐ By rideshare (uber, lyft, etc)
- ☐ Other (please specify)

* 5. Why do you visit Downtown Villa Rica? Check all that apply.

- | | |
|--|---|
| ☐ I live here (own) | ☐ I come here for special events and festivals |
| ☐ I live here (rent) | ☐ I own a business here |
| ☐ I come here to go to restaurants or shops | ☐ I work here |
| ☐ I come here for the parks and public spaces | ☐ I own commercial/other property here |
| ☐ Other (please specify) | |

* 6. What is your favorite thing about Downtown Villa Rica?

* 7. What would you like to improve about Downtown Villa Rica? Select up to three.

- | | |
|---|--|
| ☐ Placemaking and public art improvements | ☐ More/different recreation opportunities |
| ☐ Extend/better sidewalks | ☐ More/different residential options |
| ☐ Expanded bike facilities (e.g. bike lane, trail, etc.) | ☐ More/different places to work |
| ☐ More/different restaurants | ☐ Adding hotel rooms/places to stay |
| ☐ More/different shops | ☐ More/better parking |
| ☐ Other (please specify) | |

* 8. If you could change one thing about Downtown Villa Rica what would it be?

Fullerville Mill District

The following questions focus specifically on the Fullerville Mill District.



* 9. How often do you visit the Fullerville Mill District?

- | | |
|---|--|
| ☐ Every day | ☐ A few times a year |
| ☐ A few times a week | ☐ Never |
| ☐ A few times a month | |

* 10. How do you typically travel to the Fullerville Mill District?

- ☐ On foot
- ☐ By bike
- ☐ By car
- ☐ Other (please specify)

* 11. Why do you visit the Fullerville Mill District? Check all that apply.

☐ I live here (own)

☐ I come here for special events and festivals

☐ I live here (rent)

☐ I own a business here

☐ I come here to go to restaurants or shops

☐ I work here

☐ I come here for the parks and public spaces

☐ I own commercial/other property here

☐ Other (please specify)

* 12. What is your favorite thing about the Fullerville Mill District?

* 13. If you could change one thing about the Fullerville Mill District what would it be?

Overall Study Area

* 14. Share a story or good memory of time spent in Downtown Villa Rica or the Fullerville Mill District.

* 15. My vision for Downtown Villa Rica & the Fullerville Mill District is...

16. What is your age range?

- ☐ 17 and younger
- ☐ 18-39
- ☐ 40-64
- ☐ 65 and older

17. Please indicate all that describe you. Check all that apply.

- | | |
|--|---|
| ☐ White | ☐ Japanese |
| ☐ Black or African-American | ☐ Other Asian |
| ☐ American Indian or Alaskan Native | ☐ Native Hawaiian |
| ☐ Chinese | ☐ Samoan |
| ☐ Asian Indian | ☐ Chamorro |
| ☐ Vietnamese | ☐ other Pacific islander |
| ☐ Korean | |
| ☐ Other (please specify) | |

18. Are you of Hispanic, Latino, or Spanish origin?

- ☐ No, not of Hispanic, Latino, or Spanish origin
- ☐ Yes, Mexican, Mexican Am., or Chicano
- ☐ Yes, Puerto Rican
- ☐ Yes, another Hispanic, Latino, or Spanish origin - Type, for example, Salvadorian, Dominican, Colombian, Guatemalan, Spaniard, Ecuadorian, etc

19. Thanks for joining us in shaping the future of the Downtown Villa Rica & the Fullerville Mill District! Sign up to be the first to know about our events and receive plan updates!

Name

ZIP/Postal Code

Email Address



CITY OF VILLA RICA
FINANCIAL UPDATE
December 2020

CASH			SELF-FUNDED INSURANCE		
	12-31-2019	12-31-2020		BANK BALANCE	\$ 853,317
Total Cash & CD	\$ 16,391,722	\$ 19,350,229			
General Fund	\$ 7,223,996	\$ 8,039,822			
Water/Sewer Fund	\$ 3,283,725	\$ 3,694,901			
Sanitation/Solid Waste	\$ 2,796	\$ 1,852			
2008 Carroll SPLOST	\$ 252,917	\$ -			
2015 Carroll SPLOST	\$ 1,024,001	\$ 2,062,564			
2016 Douglas SPLOST	\$ 592,590	\$ 1,118,810			
			Contributions	Expenses	Savings
			Employer + Employee	Admin + Claims Paid	Difference
			Oct '20 133,900	Oct '20 84,723	49,178
			Nov '20 137,939	Nov '20 138,570	(631)
			Dec '20 130,905	Dec '20 103,570	27,335
					-
			TOTALS \$ 402,745	\$ 326,863	\$ 75,882
			GROWTH	December 2019	December 2020
			<i>Residential</i>	# Amount	# Amount
			Building Permits	62 \$ 142,778	45 \$ 170,769
			Water Taps	48 \$ 72,000	14 \$ 21,000
			Sewer Taps	56 \$ 224,000	45 \$ 180,000
			OTHER HIGHLIGHTS	December 2019	December 2020
			Carroll Co Sales Tax	\$ 128,247	\$ 147,952
			Douglas Co Sales Tax	\$ 112,258	\$ 122,444
BUSINESS ACTIVITY	December 2019	December 2020	SANITATION/ SOLID WASTE	December 2019	December 2020
WATER/SEWER			Sanitation Revenue	\$ 204,364	\$ 212,681
Water Revenue	\$ 819,331	\$ 865,176	Solid Waste Revenue	93,160	95,359
Sewer Revenue	1,043,227	1,103,110	Misc. Revenue	-	-
Misc. Revenue	366,197	479,159	Total Revenue	\$ 297,523	\$ 308,041
Total Revenue	\$ 2,228,755	\$ 2,447,445			
Utility Administrator	\$ 111,365	\$ 119,823	Sanitation Expenses	\$ 208,618	\$ 223,965
Water Expenses	285,065	321,396	Solid Waste Expenses	77,876	63,770
Sewer Expenses	352,693	357,047	Depreciation	11,250	13,453
Dist./Coll. Expenses	238,199	243,400	Total Expenses	\$ 297,743	\$ 301,187
Debt Expense	541,663	565,903			
Depreciation	390,250	405,860	Net Income (Loss)	\$ (220)	\$ 6,853
Total Expenses	\$ 1,919,233	\$ 2,013,430			
Net Income (Loss)	\$ 309,522	\$ 434,015			



Agenda Item: _____

CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Adoption of Resolution to Participate in Debt

AGENDA DATE: February 09, 2021

DATE PREPARED: January 31, 2021

PREPARED BY: Tom Barber

AMOUNT: \$701,160.00 in interest expense

GL ACCOUNT #: n/a

FUNDING SOURCE: 2021 Carroll SPLOST

BUDGETED ITEM? n/a

PURPOSE: Adoption of a resolution to participate in debt up to \$4 million to fund safety improvements to Punkintown Road as part of the 2021 Carroll County SPLOST continuation.

BACKGROUND: A continuation of the one cent Carroll County SPLOST goes to referendum on March 16. The City has approved an IGA to participate. The County intends to borrow up to \$40 million in general obligation debt and repay it over the six-year life of the collection period. The City's participation will allow us to make the required safety improvements to Punkintown Road beginning in 2021 instead of waiting until the funds have been collected over the next six-years. The estimated interest expense for the City will be just over \$700,000. The City's portion of the estimated net bond premium will be about \$575,000.

STAFF RECOMMENDATION: Staff recommends approval.

IMPACT: Participation in the County's G.O. Bond will allow work on the Punkintown Road safety improvements to begin this year, assuming the 2021 SPLOST continuation passes in March.

MOTION: I move to adopt the resolution to participate in up to \$4 million in debt to fund capital projects in accordance with the terms of the IGA dated January 19, 2021 if the referendum authorizing the continuation of the Carroll County SPLOST is passed.

RESOLUTION REGARDING
PARTICIPATION IN DEBT PURSANT TO
SPLOST INTERGOVERNMENTAL AGREEMENT

WHEREAS, on December 8, 2020, the City approved the Intergovernmental Agreement (the “IGA”) between Carroll County, the City of Bowdon, the City of Bremen, the City of Carrollton, the City of Mount Zion, the Town of Roopville, the City of Temple, the City of Villa Rica, and the City of Whitesburg, related to the continuation and distribution of a Special Purpose Local Option Sales Tax;

WHEREAS, the question of the continuation of the Special Purpose Local Option Sales Tax is proposed to be submitted to the qualified voters of Carroll County at an election to be held on March 16, 2021, and the ballot will include language providing that “if imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Carroll County, Georgia in the principal amount of \$40,000,000 for the purposes of funding all or a portion of any of the Projects;”

WHEREAS, Section 6 of the IGA provides that Cities may request that the County approve up to \$4 million of the debt be issued to fund all or a portion of its City Projects;

WHEREAS, the City has determined that it will be beneficial to the citizens of the City to participate in the Debt up to \$4 million to fund the City’s Project if the referendum authorizing the same is passed;

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City approves participating in the Debt up to \$4 million to fund the City’s Project in accordance with the terms of the IGA if the referendum authorizing the continuation of the Special Purpose Local Option Sales Tax is passed;

IT IS FURTHER RESOLVED that the Mayor, Mayor Pro Tem, City Manager, and/or City Clerk are authorized to take all actions to request that the County approve such request and to take such other actions as may be required to implement the terms of this Resolution.

ADOPTED this the ____ day of _____, 2021.

CITY OF VILLA RICA

By: _____
Mayor

Attested to:

City Clerk

Raymond James

Georgia Public Finance

CARROLL COUNTY: SALES TAX COLLECTIONS CASH FLOWS 11-Dec-20

PROJECTIONS (County Wide)

Current SPLOST Levy dates: 4/15 through 3/21 (24 Quarters) to raise an estimated \$96,000,000)
Current SPLOST Cash Flow dates: 5/15 through 4/21

YEAR		CARROLL County-Wide LOST	MONTHLY AVERAGE	HIST. GROWTH RATE
2003		12,651,509	1,054,292	---
2004		13,129,223	1,094,102	3.78%
2005		14,370,572	1,197,548	9.45%
2006		16,780,000	1,398,333	16.77%
2007		17,212,548	1,434,379	2.58%
2008		17,257,189	1,438,099	0.26%
2009	13-months	15,650,744	1,203,903	-16.29%
2010		15,197,300	1,266,442	5.19%
2011		15,921,610	1,326,801	4.77%
2012		16,479,200	1,373,267	3.50%
2013		15,442,776	1,286,898	-6.29%
2014		15,811,996	1,317,666	2.39%
2015		15,921,569	1,326,797	0.69%
2016		15,885,684	1,323,807	-0.23%
2017		16,272,855	1,356,071	2.44%
2018		17,932,630	1,494,386	10.20%
2019		19,633,270	1,636,106	9.48%
2020	11-months	19,595,266	1,781,388	
5-YEAR AVERAGE GROWTH RATE				4.52%

Actual County-Wide SPLOST Collections				
Current SPLOST	2015	8-months	10,616,883	1,327,110
	2016		15,885,755	1,323,813
	2017		16,273,063	1,356,089
	2018		17,930,470	1,494,206
	2019		19,619,289	1,634,941
	2020	11-months	19,601,121	1,781,920
		Last 12 Months	21,226,692	1,768,891
		through 67 months	99,926,579	1,491,441
12 Months Ended 11/30/20 (less Sept. 2020 audit adjustment of \$817,887.24)				
Actual SPLOST used as Base:			20,408,804	

Renewal SPLOST Levy dates: 4/21 through 3/27
Renewal SPLOST Cash Flow dates: 5/21 through 4/27

COLLECTIONS AT A 0.00% GROWTH RATE:				
COUNTY-WIDE #'S		PROJECTED SPLOST COLLECTIONS	PROJ. GROWTH 0.00%	
YEAR				
2021	(1)	13,605,870		
2022		20,408,804		
2023		20,408,804		
2024		20,408,804		
2025		20,408,804		
2026		20,408,804		
2027	(2)	6,802,935		
TOTAL		122,452,827		
(1) Renewal SPLOST levy starts on 4/ 1/21 - Reflects 8 months of collections (cash flows) from the State during 2021.				
(2) Renewal SPLOST levy ends on 3/31/27 - Reflects 4 months of collections (cash flows) from the State during 2027.				

Assumed Growth Rate	Estimated Total Collections
-5.0%	101,438,664
-2.5%	111,472,567
0.0%	122,452,827
2.5%	134,460,379
5.0%	147,581,852

Villa Rica Monthly SPLOST Cash Flow with Series 2021 Bonds

Month	7.57% Villa Rica Monthly	Est. Series 2021 Bonds	Non Bonded Projects	Interest Earnings 0.10%	Cumulative Balance
1 May-21	128,745.54		-	-	128,745.54
2 Jun-21	128,745.54		-	10.73	257,501.81
3 Jul-21	128,745.54		-	21.46	386,268.81
4 Aug-21	128,745.54		-	32.19	515,046.54
5 Sep-21	128,745.54		-	42.92	643,835.00
6 Oct-21	128,745.54		-	53.65	772,634.20
7 Nov-21	128,745.54		-	64.39	901,444.13
8 Dec-21	128,745.54	90,880.00	-	75.12	939,384.79
9 Jan-22	128,745.54		-	78.28	1,068,208.61
10 Feb-22	128,745.54		-	89.02	1,197,043.17
11 Mar-22	128,745.54		-	99.75	1,325,888.46
12 Apr-22	128,745.54		-	110.49	1,454,744.50
13 May-22	128,745.54		-	121.23	1,583,611.27
14 Jun-22	128,745.54	692,880.00	-	131.97	1,019,608.78
15 Jul-22	128,745.54		-	84.97	1,148,439.28
16 Aug-22	128,745.54		-	95.70	1,277,280.53
17 Sep-22	128,745.54		-	106.44	1,406,132.51
18 Oct-22	128,745.54		-	117.18	1,534,995.23
19 Nov-22	128,745.54		-	127.92	1,663,868.69
20 Dec-22	128,745.54	81,850.00	-	138.66	1,710,902.88
21 Jan-23	128,745.54		-	142.58	1,839,791.00
22 Feb-23	128,745.54		-	153.32	1,968,689.86
23 Mar-23	128,745.54		-	164.06	2,097,599.46
24 Apr-23	128,745.54		-	174.80	2,226,519.80
25 May-23	128,745.54		-	185.54	2,355,450.88
26 Jun-23	128,745.54	701,850.00	-	196.29	1,782,542.71
27 Jul-23	128,745.54		-	148.55	1,911,436.80
28 Aug-23	128,745.54		-	159.29	2,040,341.63
29 Sep-23	128,745.54		-	170.03	2,169,257.20
30 Oct-23	128,745.54		-	180.77	2,298,183.51
31 Nov-23	128,745.54		-	191.52	2,427,120.57
32 Dec-23	128,745.54	69,450.00	-	202.26	2,486,618.37
33 Jan-24	128,745.54		-	207.22	2,615,571.13
34 Feb-24	128,745.54		-	217.96	2,744,534.63
35 Mar-24	128,745.54		-	228.71	2,873,508.89
36 Apr-24	128,745.54		-	239.46	3,002,493.89
37 May-24	128,745.54		-	250.21	3,131,489.64
38 Jun-24	128,745.54	713,950.00	-	260.96	2,546,546.13
39 Jul-24	128,745.54		-	212.21	2,675,503.89
40 Aug-24	128,745.54		-	222.96	2,804,472.39
41 Sep-24	128,745.54		-	233.71	2,933,451.64
42 Oct-24	128,745.54		-	244.45	3,062,441.63
43 Nov-24	128,745.54		-	255.20	3,191,442.38
44 Dec-24	128,745.54	53,337.50	-	265.95	3,267,116.37
45 Jan-25	128,745.54		-	272.26	3,396,134.17
46 Feb-25	128,745.54		-	283.01	3,525,162.72
47 Mar-25	128,745.54		-	293.76	3,654,202.03
48 Apr-25	128,745.54		-	304.52	3,783,252.09
49 May-25	128,745.54		-	315.27	3,912,312.90
50 Jun-25	128,745.54	730,337.50	-	326.03	3,311,046.97
51 Jul-25	128,745.54		-	275.92	3,440,068.43
52 Aug-25	128,745.54		-	286.67	3,569,100.64
53 Sep-25	128,745.54		-	297.43	3,698,143.61
54 Oct-25	128,745.54		-	308.18	3,827,197.33
55 Nov-25	128,745.54		-	318.93	3,956,261.80
56 Dec-25	128,745.54	36,412.50	-	329.69	4,048,924.53
57 Jan-26	128,745.54		-	337.41	4,178,007.49
58 Feb-26	128,745.54		-	348.17	4,307,101.20
59 Mar-26	128,745.54		-	358.93	4,436,205.66
60 Apr-26	128,745.54		-	369.68	4,565,320.89
61 May-26	128,745.54		-	380.44	4,694,446.87
62 Jun-26	128,745.54	746,912.50	-	391.20	4,076,671.12
63 Jul-26	128,745.54		-	339.72	4,205,756.38
64 Aug-26	128,745.54		-	350.48	4,334,852.40
65 Sep-26	128,745.54		-	361.24	4,463,959.18
66 Oct-26	128,745.54		-	372.00	4,593,076.72
67 Nov-26	128,745.54		-	382.76	4,722,205.02
68 Dec-26	128,745.54	18,650.00	-	393.52	4,832,694.08
69 Jan-27	128,745.54		-	402.72	4,961,842.34
70 Feb-27	128,745.54		-	413.49	5,091,001.37
71 Mar-27	128,745.54		-	424.25	5,220,171.16
72 Apr-27	128,745.54		-	435.01	5,349,351.72
May-27				445.78	5,349,797.50
Jun-27		764,650.00		445.82	4,585,593.31

TOTALS 9,269,678.98 4,701,160.00 - 17,074.33

\$40,000,000 Carroll County/City of Villa Rica Payment Schedule

	Principal	Coupon Rate	Interest	Total Bond Payment	County's Portion at 90%	Villa Rica's Portion at 10%
12/1/2021			\$908,800.00	\$908,800.00	\$817,920.00	\$90,880.00
6/1/2022	\$6,020,000.00	3.00%	\$908,800.00	\$6,928,800.00	\$6,235,920.00	\$692,880.00
12/1/2022			\$818,500.00	\$818,500.00	\$736,650.00	\$81,850.00
6/1/2023	\$6,200,000.00	4.00%	\$818,500.00	\$7,018,500.00	\$6,316,650.00	\$701,850.00
12/1/2023			\$694,500.00	\$694,500.00	\$625,050.00	\$69,450.00
6/1/2024	\$6,445,000.00	5.00%	\$694,500.00	\$7,139,500.00	\$6,425,550.00	\$713,950.00
12/1/2024			\$533,375.00	\$533,375.00	\$480,037.50	\$53,337.50
6/1/2025	\$6,770,000.00	5.00%	\$533,375.00	\$7,303,375.00	\$6,573,037.50	\$730,337.50
12/1/2025			\$364,125.00	\$364,125.00	\$327,712.50	\$36,412.50
6/1/2026	\$7,105,000.00	5.00%	\$364,125.00	\$7,469,125.00	\$6,722,212.50	\$746,912.50
12/1/2026			\$186,500.00	\$186,500.00	\$167,850.00	\$18,650.00
6/1/2027	\$7,460,000.00	5.00%	\$186,500.00	\$7,646,500.00	\$6,881,850.00	\$764,650.00
TOTAL	\$40,000,000.00		\$7,011,600.00	\$47,011,600.00	\$42,310,440.00	\$4,701,160.00
Total Par:					\$36,000,000.00	\$4,000,000.00
Bond Premium:					\$5,616,693.00	\$624,077.00
Total Proceeds:					\$41,616,693.00	\$4,624,077.00
Less Est. Costs:					\$468,693.00	\$52,077.00
Est. Project Fund:					\$41,148,000.00	\$4,572,000.00

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is dated as of January 19, 2021, and is entered into by and among CARROLL COUNTY, GEORGIA (the “**County**”), the CITY OF BOWDON (“**Bowdon**”), the CITY OF BREMEN (“**Bremen**”), the CITY OF CARROLLTON (“**Carrollton**”), the CITY OF MOUNT ZION (“**Mount Zion**”), the TOWN OF ROOPVILLE (“**Roopville**”), the CITY OF TEMPLE (“**Temple**”), the CITY OF VILLA RICA (“**Villa Rica**”) and the CITY OF WHITESBURG (“**Whitesburg**,” each, a “**City**” or collectively, the “**Cities**”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution (the “**Intergovernmental Contracts Clause**”) authorizes, among other things, any county, municipality or other political subdivision of the State of Georgia to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the County is authorized pursuant to O.C.G.A. Section 48-8-110 *et seq.*, as amended (the “**Sales and Use Tax Act**”) to levy and collect a one percent sales and use tax (the “**Sales and Use Tax**”) for the purpose of funding capital outlay projects (the “**Projects**”) and paying existing general obligation debt; and

WHEREAS, the Sales and Use Tax Act authorizes the County and the Cities to enter into an “intergovernmental agreement” (as defined in the Sales and Use Tax Act) pursuant to the Intergovernmental Contracts Clause in order to, among other things, identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the County and the Cities are entering into this Agreement in order to identify the Projects that will be funded with the Sales and Use Tax; and

WHEREAS, the notice and meeting requirements contained in the Sales and Use Tax Act have been satisfied.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Cities DO HEREBY AGREE, as follows:

ARTICLE 1. EFFECTIVE DATE

This Agreement shall become effective upon its execution and delivery and shall continue in effect until the Sales and Use Tax terminates in accordance with the Sales and Use

Tax Act and until all funds collected therefrom have been distributed in accordance with this Agreement. Notwithstanding the foregoing, this Agreement shall terminate immediately if the referendum is not passed by the voters.

ARTICLE 2. REPRESENTATIONS

Each of the Cities make the following representations as the basis for the undertakings on its part herein contained:

(a) The City is a municipal corporation duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the City is authorized to execute, deliver and perform its obligations under this Agreement. The City has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the City.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the City, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the City of this Agreement do not violate its charter, any ordinances or resolutions of the City or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The City is not in violation of the laws or Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(f) The City is a "qualified municipality" within the meaning of the Sales and Use Tax Act.

The County makes the following representations as the basis for the undertakings on its part herein contained:

(a) The County is a political subdivision duly created and organized under the Constitution and laws of the State. Under the Constitution and laws of the State, the County is

authorized to execute, deliver and perform its obligations under this Agreement. The County has duly authorized the execution, delivery and performance of this Agreement. This Agreement is a valid, binding and enforceable obligation of the County.

(b) No approval or other action by any governmental authority or agency or other person is required in connection with the execution, delivery and performance of this Agreement by the County, except as shall have been obtained as of the date hereof.

(c) The authorization, execution, delivery and performance by the County of this Agreement do not violate any ordinances or resolutions of the County or the laws or Constitution of the State and do not constitute a breach of or a default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

(d) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the County, threatened against or affecting the County (or, to the knowledge of the County, any meritorious basis therefor) (i) contesting or questioning the existence of the County or the titles of the present officers of the County to their offices or (ii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the enforceability of this Agreement or (B) materially adversely affect the transactions contemplated by this Agreement.

(e) The County is not in violation of the laws or the Constitution of the State and is not in default under any existing court order, administrative regulation, or other legal decree, or any agreement, indenture, mortgage, lease, note or other instrument to which it is a party or by which it is bound.

ARTICLE 3. PROJECT PROVISIONS

The Cities and the County agree, as follows:

(a) The Projects shall consist of "County Projects" and "City Projects" (collectively, the "**Projects**"). The County Projects, the City Projects and their estimated costs (including interest on any general obligation debt issued to fund such County Projects) are set forth below:

<u>County Projects</u>	<u>Estimated Cost</u>
Roads, Streets, Bridges, Sidewalks, and Transportation, and Public Works Facilities and Equipment	\$21,377,000.00
Public Safety and Fire Department Facilities and Equipment	\$22,000,000.00
Administrative Facilities and Equipment	\$19,000,000.00
Recreation and Parks Facilities and Equipment	\$3,750,000.00
Judicial Facilities and Equipment	\$5,250,000.00
Community Impact and Economic Development	\$1,214,700.00
Agricultural Projects and Farmland and Watershed Protection	<u>\$1,100,000.00</u>
Total:	\$73,691,700.00

<u>Bowdon Projects</u>	<u>Estimated Cost</u>
Roads, streets, bridges, and sidewalks, including but not limited to repair, resurfacing, improvements, and construction	\$341,375.00
Water Facilities and Equipment	\$300,875.00
Wastewater Facilities and Equipment	\$450,000.00
Economic Development	\$315,000.00
Public Safety Facilities and Equipment	\$294,250.00
Library Facilities and Equipment	\$35,000.00
Recreational Facilities and Equipment	\$190,000.00
Parks Facilities and Equipment	\$90,000.00
Historic Preservation Facilities and Equipment	\$30,000.00
Municipal Complex Facilities and Equipment	\$155,000.00
Total:	\$2,201,500.00

<u>Bremen Projects</u>	<u>Estimated Cost</u>
Public Safety Vehicles and Equipment	\$220,000.00
Sanitary Sewer Improvements	\$380,000.00
Total:	\$600,000.00

<u>Carrollton Projects</u>	<u>Estimated Cost</u>
Fire	\$6,500,000.00
Replace Fire Station #23	
Fire Department Equipment	
Parks and Recreation	\$8,163,300.00
Pool and Water Park Renovations	
Remodeling and Renovate Existing Facilities	
Land Purchases	
Senior Center Renovations	
Tennis Facility Improvements	
Engineering	\$10,400,000.00
Traffic/Street Improvements	
GreenBelt Spurs	
Parking	
Paving	
Sidewalk Extensions/Repairs	
Stormwater Improvements	
Police Equipment	\$900,000.00
IT Equipment	\$300,000.00
Total:	\$26,263,300.00

<u>Mount Zion Projects</u>	<u>Estimated Cost</u>
Recreation	\$395,700.00
Purchase Vehicles and Equipment	
Facilities Upgrades and Improvements	
Water	\$230,000.00
Purchase of Vehicles and Equipment	
Police	\$450,000.00
Vehicle and Equipment Purchases	
Facilities Upgrades and Improvements	
Roads	\$155,000.00
Purchase of Vehicles and Equipment	
Paving and Road Improvements	
City Administration	
Facilities Upgrades and Improvements	\$150,000.00
Economic Development	\$440,000.00
Total:	\$1,820,700.00

<u>Roopville Projects</u>	<u>Estimated Cost</u>
Administrative Facilities and Equipment	\$32,000.00
Water Facilities and Equipment	\$96,000.00
Recreational Facilities and Equipment	\$110,000.00
Total:	\$238,000.00

<u>Temple Projects</u>	<u>Estimated Cost</u>
Temple Senior Center	\$150,000.00
Recreation	\$830,000.00
Public Works	\$1,375,000.00
Public Safety	\$450,000.00
Sewer	\$1,050,000.00
Economic Development	\$350,000.00
(i) Equipment and (ii) Vehicles	\$340,800.00
Total:	\$4,545,800.00

<u>Villa Rica Projects</u>	<u>Estimated Cost</u>
Transportation	
Punkintown Road	\$4,000,000.00
Resurfacing	\$3,000,000.00
Recreation	
Gold Dust Park Improvements	\$900,000.00
Powell Park Improvements	\$100,000.00
Economic Development	
Industrial Park	\$500,000.00
Public Safety	
Facilities, Vehicles and Equipment	\$508,300.00
Total:	\$9,008,300.00

<u>Whitesburg Projects</u>	<u>Estimated Cost</u>
City Hall/Police Department Facilities and Equipment	\$300,700.00
Recreation Center Facilities, and Equipment	\$50,000.00
Water Facilities and Equipment	\$100,000.00
Police Vehicles and Equipment	\$80,000.00
Streets and Sidewalks	\$100,000.00
Total:	\$630,700.00

Each of the Projects may include the acquisition of land, equipment, technology, vehicles, construction and renovation of facilities, and other capital costs related to such Project.

(b) The County shall own and operate the County Projects. Each of the Cities shall own and operate its respective City Projects.

(c) The County shall be responsible for paying or providing for all the costs of operating, maintaining and insuring the County Projects. Each of the Cities shall be responsible for paying or providing for all the costs of operating, maintaining and insuring its respective City Projects.

(d) The County shall supervise or cause the supervision of the acquisition, construction and equipping of the County Projects. Unless otherwise agreed to in writing, each of the Cities shall supervise or cause the supervision of the acquisition, construction and equipping of its respective City Projects.

(e) The costs of the Projects set forth above are estimates based upon the estimated Sales and Use Tax collections and the needs of the County and the Cities at the time this Agreement is executed. The parties acknowledge that the actual Sales and Use Tax collections may vary from the estimated amounts and that the needs of the County and/or the Cities may change. Therefore, the County has the sole right to determine how much it will spend on the County Projects, and each of the Cities has the sole right to determine how much it will spend on its City Projects. The County and the Cities are not required to spend the amounts set forth above for the Projects if the Projects can be completed for a lesser amount or the actual Sales and Use Tax collections are less than estimated (and in the latter case, neither the County nor the Cities are required to (a) apply money from their respective General Funds to complete the Projects or (b) fund the Projects with future Sales and Use Tax collections). Furthermore, the County and the Cities may spend more than the amounts set forth above for the Projects. Notwithstanding the foregoing, a Project may not be abandoned in its entirety unless the parties agree, and the provisions of the Sales and Use Tax Act are satisfied.

(f) The County may fund the County Projects in any order or priority it may deem necessary or convenient, and each of the Cities may fund its respective City Projects in any order or priority it may deem necessary or convenient.

ARTICLE 4. CALLING REFERENDUM

The County agrees that it will take all actions necessary to call a referendum, to be held in all the voting precincts in the County, on **March 16, 2021**, or on such other date as the County and the Cities shall mutually agree, for the purpose of submitting to the qualified voters of the County for their approval, the question of whether or not (a) the Sales and Use Tax shall be imposed / continued for 24 calendar quarters (six years) for the purpose of funding the Projects and (b) up to **\$40,000.00.00** in aggregate principal amount of general obligation debt of the County (the "**Debt**") may be issued in order to fund in whole or in part any of the Projects and the costs of issuing the Debt. The City of Carrollton agrees to pay all costs relating to the referendum.

ARTICLE 5. COLLECTION TERM; DIVISION AND DISTRIBUTION OF SALES AND USE TAX

(a) By virtue of the parties' entry into this Agreement and based upon the Sales and Use Tax Act, the Sales and Use Tax shall be collected for a period of six years.

(b) The **County** shall receive **61.9257%** of the Sales and Use Tax proceeds (the "**County's Portion**"), **Bowdon** shall receive **1.85%** of the Sales and Use Tax proceeds, **Bremen** shall receive **0.5043%** of the Sales and Use Tax Proceeds, **Carrollton** shall receive **22.07%** of the Sales and Use Tax proceeds, **Mount Zion** shall receive **1.53%** of the Sales and Use Tax proceeds, **Roopville** shall receive **0.20%** of the Sales and Use Tax proceeds, **Temple** shall receive **3.82%** of the Sales and Use Tax proceeds, **Villa Rica** shall receive **7.57%** of the Sales and Use Tax proceeds and **Whitesburg** shall receive **0.53%** of the Sales and Use Tax proceeds (collectively, the "**Cities' Portion**") each year, including Sales and Use Tax proceeds collected in excess of the estimated collections of **\$119,000,000.00**. Should any of the Cities cease to exist as a legal entity before all funds are distributed under this Agreement, that City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia General Assembly makes the defunct City part of another successor City. If such an act is passed, the defunct City's share shall be paid to the successor City in addition to all other funds to which the successor City would otherwise be entitled.

(c) The Sales and Use Tax shall be collected by the County and shall be deposited into a special trust fund held separate and apart from all other funds of the County (the "**Sales Tax Account**"). Within the Sales Tax Account, the County shall create or cause to be created three subaccounts: the "Debt Service Account," the "County Account" and the "Cities Account." Sales and Use Tax proceeds that will be used to pay debt service on the Debt shall be deposited into the Debt Service Account; Sales and Use Tax proceeds that will be used to fund County Projects not funded with Debt shall be deposited into the County Account; and Sales and Use Tax Proceeds that will be used to fund City Projects not funded with Debt shall be deposited

into the Cities Account. Amounts on deposit in the Cities Account shall be disbursed by the County to each of the Cities once each month within 10 business days of the County's receipt thereof. Each disbursement shall be made by check unless the City provides written wire transfer instructions to the County and pays all costs associated with such wire transfer. Each of the Cities shall create and maintain a separate account for the receipt and disbursement of the Cities' Portion of the Sales and Use Tax proceeds. The Cities shall not commingle the Sales and Use Tax proceeds with any other funds. The costs incurred by the County in connection with the administration of the Sales and Use Tax shall be divided among the County and the Cities in accordance with the percentages for the division of the Sales and Use Tax set forth above.

d) If Debt is issued, the County shall establish a 12-month period as the "**Sinking Fund Year**" for the Debt. Within each Sinking Fund Year, the Sales and Use Tax proceeds of each Borrowing Entity (hereinafter defined) shall be deposited into the Debt Service Account until there is an amount therein sufficient to pay that Borrowing Entity's pro rata share of the debt service coming due on the Debt for such Sinking Fund Year. After a Borrowing Entity has funded its pro rata share of the debt service coming due on the Debt for the Sinking Fund Year, the remaining Sales and Use Tax proceeds of that Borrowing Entity shall be deposited into the County Account or the Cities Account, as appropriate.

ARTICLE 6.

DEBT

(a) The ballot shall contain the language required by the Sales and Use Tax Act for the authorization of the Debt. Each of the Cities may request that Debt be issued to fund all or a portion of its City Projects; provided, however, in no event shall the amount of Debt issued for the benefit of the Cities exceed \$4,000,000.00 and in no event shall Debt be issued for a City Project that the County is not authorized by law to provide. The County may in its sole discretion authorize the issuance of Debt for City Projects.

(b) The County and each of the Cities receiving Debt proceeds is referred to herein as a "Borrowing Entity." Each Borrowing Entity acknowledges that it is responsible for the payment of its pro-rata share of (i) the debt service on the Debt, (ii) the costs of issuance and (iii) arbitrage rebate. Each City that is a Borrowing Entity authorizes the County to apply its share of the Sales and Use Tax proceeds to pay its pro-rata share of the debt service on the Debt.

(c) The Debt shall be paid first from a Borrowing Entity's share of the Sales and Use Tax proceeds. In the event that there are insufficient Sales and Use Tax proceeds to pay the Debt, each Borrowing Entity shall pay its share of any shortfall (the "Debt Service Payments") from its general fund. Each Borrowing Entity covenants that, in order to make the Debt Service Payments when due from its general fund to the extent required, it will exercise its power of taxation to the extent necessary to timely pay any amounts required to be paid hereunder, and it will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other source. Each Borrowing Entity further covenants and agrees that in order to make funds available for such purpose, it will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to timely satisfy such Debt Service

Payments that may be required to be made from the general fund, whether or not any other sums are included in such measure, until all payments so required to be made shall have been made in full. The obligation of the Borrowing Entity to make any payments that may be required to be made from its general fund shall constitute a general obligation of the Borrowing Entity and a pledge of the full faith and credit of the Borrowing Entity.

In the event for any reason any such provision or appropriation is not made as provided in the preceding paragraph, then the fiscal officers of the Borrowing Entity are hereby authorized and directed to set up as an appropriation on the accounts in the appropriate fiscal year the amounts required to timely pay the obligations which may be due from the general fund. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Borrowing Entity had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Borrowing Entity shall immediately make such Debt Service Payments to the paying agent for the Debt if for any reason the payment of such obligations shall not otherwise have been timely made.

(c) The obligations of the Borrowing Entity to make the Debt Service Payments and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. Until such time as the principal of and interest on the Debt shall have been paid in full or provision for the payment thereof shall have been made, the Borrowing Entity (a) will not suspend or discontinue any payments provided for herein, (b) will perform and observe all of its other agreements contained in this Agreement, and (c) will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete any Project, a defect in any Project or any failure of the other party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

(d) The County shall be responsible for all aspects of the Debt issuance process. The County will select the underwriter, bond counsel, local counsel, etc. (collectively, the "Debt Professionals"). The County will keep each City that is a Borrowing Entity informed of the progression of the Debt issuance. Each City that is a Borrowing Entity shall cooperate in furtherance of the Debt issuance process, including but not limited to providing such information about the City and the City Projects as the County or any of the Debt Professionals may reasonably request.

ARTICLE 7. RECORD KEEPING

(a) The County shall keep detailed records of the Sales Tax Account, including all of its sub-accounts, in accordance with the Sales and Use Tax Act and generally accepted accounting procedures. The Cities shall have the right to review and be provided copies of all such records upon request to the County; provided, however, the County must be given reasonable notice for such an inspection and any such inspection shall only be made during regular business hours at the location where records are maintained.

(b) The County and the Cities shall keep a record of each and every of its Projects for which the proceeds of the Sales and Use Tax are used. A schedule shall be included in each annual audit which shows for each such Project the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years and amounts expended in the current year. The auditor shall verify and test expenditures sufficient to provide assurances that the schedule is fairly presented in relation to the financial statements. The auditor's report on the financial statements shall include an opinion, or the disclaimer of an opinion, as to whether the schedule is presented fairly in all material respects in relation to the financial statements taken as a whole. In the event that any of the Cities do not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance, and no City shall be held liable for another City's noncompliance. In the event that the County does not comply with the requirements of this paragraph, none of the Cities shall be held liable in any manner for such noncompliance.

(c) Not later than December 31 of each year, the County and each of the Cities shall publish annually, in a newspaper of general circulation in the boundaries of the County or the City and in a prominent location on the local government website, if a website is maintained, a simple nontechnical report which shows for each of its Projects the original estimated cost, the current estimated cost if it is not the original estimated cost, amounts expended in prior years, amounts expended in the current year, any excess proceeds which have not been expended for a Project, estimated completion date, and the actual completion cost of a Project completed during the current year. In the case of road, street, and bridge Projects, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such Projects and not a separate enumeration of such information with respect to each such individual road, street, or bridge Project. The report shall also include a statement of what corrective action the County or the Cities intends to implement with respect to a Project which is underfunded or behind schedule. In the event that any of the Cities do not comply with the requirements of this paragraph, the County shall not be held liable in any manner for such noncompliance, and no City shall be held liable for another City's noncompliance. In the event that the County does not comply with the requirements of this paragraph, none of the Cities shall be held liable in any manner for such noncompliance.

ARTICLE 8. EXCESS PROCEEDS

The County and the Cities do not anticipate that there will be any excess proceeds. They anticipate having Projects that need to be funded throughout the term of the Sales and Use Tax. However, in the event that the County has excess proceeds in the County Account or a City has excess proceeds in the City Account, the County or the City, as applicable, may use such excess proceeds toward any of the other County Projects or City Projects, respectively, listed in Article 3 or toward any other lawful purpose as the County or the City deems appropriate. For purposes of this paragraph, "excess proceeds" means, with respect to the County, such amount of the County's pro rata portion of Sales and Use Tax collections that exceed the actual costs to complete County Projects, and with respect to each City, the amount of such City's pro rata

portion of Sales and Use Tax collections that exceed the actual costs to complete such City's Projects.

ARTICLE 9. MISCELLANEOUS

(a) Any controversy arising under this Agreement shall be submitted to arbitration pursuant to the provisions of O.C.G.A. Sections 9-9-1 *et seq.*, as amended (the "Arbitration Code"). Such arbitration shall in all respects be governed by the provisions of the Arbitration Code, and the parties hereto shall comply with and be governed by the provisions of the Arbitration Code.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

(c) This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Georgia.

(e) This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Cities with respect to distribution and use of the Sales and Use Tax proceeds. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the County and the Cities with respect to distribution and use of the Sales and Use Tax proceeds.

(f) It is the intention of the County and the Cities to comply in all respects with the Sales and Use Tax Act, and all provisions of this Agreement shall be construed in light of the Sales and Use Tax Act.

[The immediately following pages are the signature pages.]

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed in multiple counterparts under seals as of the day and year first above written.

CARROLL COUNTY, GEORGIA

(SEAL)

By: Michelle Morgan
Chairman

Attest: Duran C. Maly
Clerk

CITY OF BOWDON, GEORGIA

(SEAL)

By: 
Mayor

Attest: 
Clerk

CITY OF BREMEN, GEORGIA

(SEAL)

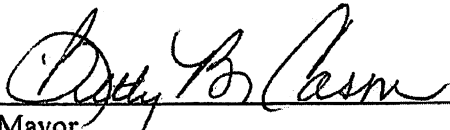
By: Sharon Sewell
Mayor

Attest: [Signature]
Clerk

(SEAL)



CITY OF CARROLLTON, GEORGIA

By: 
Mayor

Attest: 
Clerk

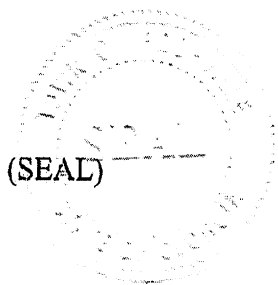
(SEAL)



Attest: Tammy Hyde
Clerk

CITY OF MOUNT ZION, GEORGIA

By: [Signature]
Mayor



TOWN OF ROOPVILLE, GEORGIA

By: Chris W. Bell
Mayor

Attest: [Signature]
Clerk

CITY OF TEMPLE, GEORGIA

(SEAL)

By: Michael C Johnson
Mayor

Attest: Kristin Etheredge
Clerk

CITY OF VILLA RICA, GEORGIA

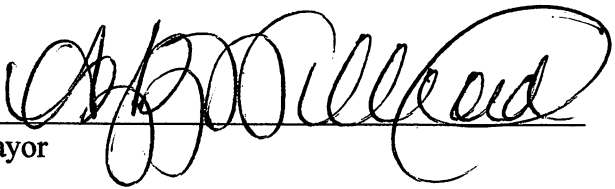
(SEAL)

By: Dan B. Cat
Mayor - PRO-TEM

Attest: Alvin Doyle
Clerk



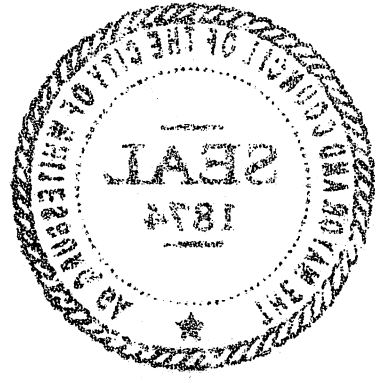
CITY OF WHITESBURG, GEORGIA

By: 
Mayor

Attest 
Clerk

OFFICE OF THE CLERK OF THE SUPREME COURT

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