

# Where Georgia comes together.

August 3, 2020

# WORK SESSION AGENDA PERRY ARTS CENTER 1121 MACON ROAD, PERRY, GA 31069

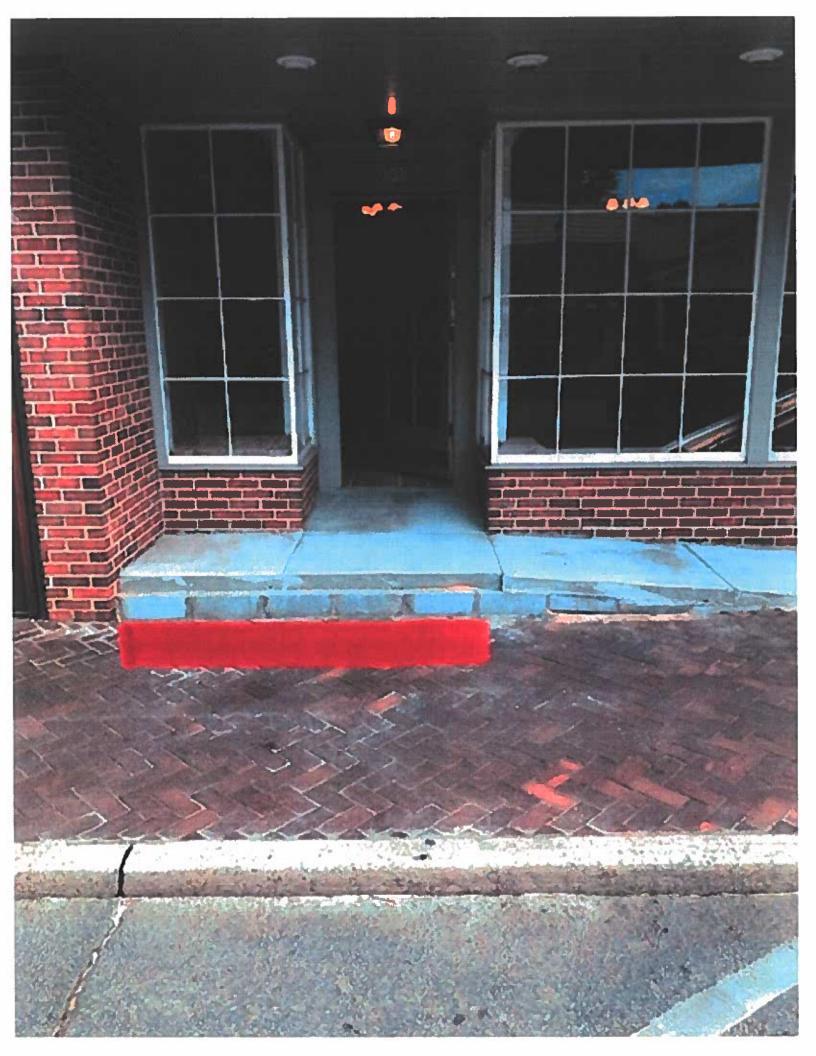
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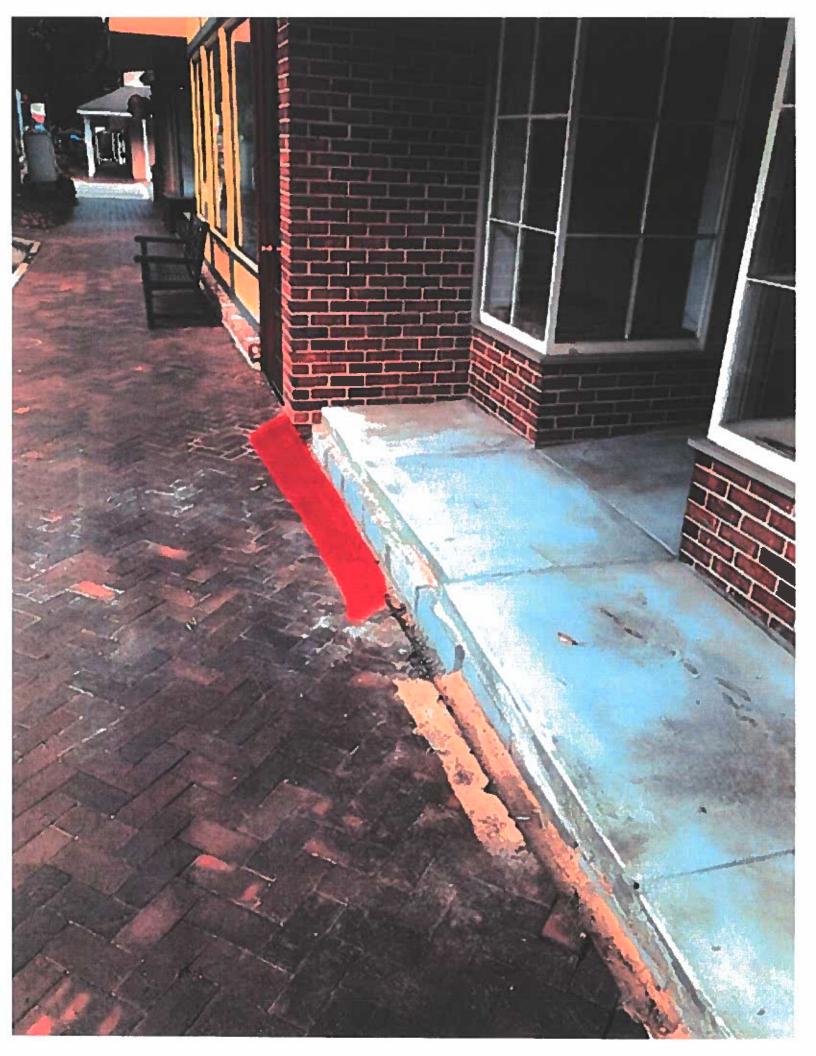
To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga

1. <u>Call to Order</u>: Mayor Randall Walker, Presiding Officer.

This will allow you to view and hear the meeting.

- 2. Roll:
- 3. <u>Items of Review/Discussion</u>: Mayor Randall Walker
  - 3a. <u>Department of Community Development</u>
    - 1. Request for sidewalk encroachment 907 Carroll Street Mr. B. Wood.
    - 2. Traffic Calming Policy Mr. B. Wood.
  - 3b. Office of the City Manager
    - 1. Proposed development standards for east Perry Mr. L. Gilmour.
    - 2. Follow up relative to We Speak Program Ms. A. Turpin.
    - 3. Discussion of the selection process for Boards/Commissions Mr. L. Gilmour.
    - Creekwood Park Mr. L. Gilmour.
    - 5. Discuss funding proposal for water/sewer expansion in east Perry Mr. L. Gilmour.
    - 6. Authorization to proceed with employee pay plan, merit program and minimum capital Mr. L. Gilmour.
  - 3c. Department of Leisure Services
    - 1. Consider proposal for access control of park facilities Mr. S. Swan.
- 4. <u>Council Member Items:</u>
- 5. <u>Department Head/Staff Items:</u>







# Where Georgia comes together.

# Memorandum

To: Mayor and City Council

cc: Lee Gilmour, City Manager

Robert Smith, Assistant City Manager

From: Bryan Wood, Director of Community Development

Date: July 24, 2020

Re: Information for A Traffic Calming Policy

At your request I have compiled information to help your establish a Traffic Calming Policy for the City of Perry.

I have pulled policies and ordinances from a number of communities in Georgia. Certain basic information from these policies is included in a spread sheet entitled Traffic Calming Policies/Ordinances from Georgia Communities. You will notice that most communities only allow traffic calming on local or residential streets with posted speed limits of 30 MPH or 25 MPH; and most require at least 85% of drivers on a street to exceed the posted speed by 10 miles per hour to qualify for traffic calming. Beyond those two factors, the policies vary greatly in the types of traffic calming devices allowed, who pays for engineering and construction costs, and the percentage of property owners that must approve the traffic calming plan in order to implement.

Of the communities that provided clear criteria for allowing some type of traffic calming device, all consider "speeding" as a qualifying infraction. All require a speed study be performed to determine if a speeding problem does exist and is not just the neighbors' perception. The City of Perry does not have to capability to conduct speed studies and/or traffic counts. Certain portable devices are available which existing City staff should be able to deploy fairly simply.

You will notice in spreadsheet that the City of Roswell is listed twice. They have two different programs for traffic controls. Their Traffic Control Enhancement Program allows certain types of enhanced traffic signage and pavement markings. Their Traffic Calming Program allows these features and physical alteration of the street. However, they do not allow any type of vertical modification to the street (speed humps, speed tables, etc.) I have included a copy of each of Roswell's policies for your review. They include a picture and description of the various types of allowed devices.

Section 503.4.1 of the International Fire Code prohibits traffic calming devices unless approved by the fire code official. The City of Perry Fire Marshal recommends allowing only speed tables, raised crosswalks, roundabouts and mini-roundabouts. He does not want to allow any devices which reduce the width of a street. The Fire Chief for the City of Roswell allows width reduction devices but not vertical deflection devices. The pros and cons of each type of device should be considered by Mayor and Council in consultation with the Fire Chief and Fire Marshal.

Initial construction costs and maintenance costs vary greatly depending on the type of device employed. Dekalb County pays about \$5,000 to install each speed table. They charge property owners in the affected area an annual \$25 maintenance fee. This fee is used to maintain pavement markings, and signs required for the device. The fund also pays to replace speed tables at the end of their useful life (about 10 years) and when a street is re-surfaced.

We look forward to discussing this issue with you.

# Traffic Calming Policies/Ordinances from Georgia Communities

Removal Policy	Petition	Engineering/ Construction Costs	Type of Devices Allowed	Criteria	Streets Allowed	Governmental Entity (Date Adopted/Revised)
In place 1 year and 80 % of all owners; Neighborhood bears 100% of removal costs	60% of all residents	City Council determines if, and the extent to which an HOA/Neighborhood contributes	Speed Table	85% 10 MPH over posted speed	Local Residential 30 MPH or less	City of Albany (2015)
In place 1 year and petition same as for installation; Neighborhood pays 50% of removal costs	70% of property owners on affected street	City; A Maintenance fee of \$25 per year assessed on tax bill to each property owner in affected area	All can be considered	85% 10 MPH over posted speed	Local and Residential Streets 30 MPH or less	City of Brookhaven (2013)
Same as petition to install	75% of All applicable owners	50% City; 50% HOA/Neighborhood	All can be considered	Not identified	Minor Street 30 MPH or less; at least 1000' long	City of Sandy Springs (2017)
In place 1 year and petition same as for installation	65% of property owners	County; A Maintenance fee of \$25 per year assessed on tax bill to each property owner in affected area	Bike Lane, Splitter Island, Speed Table, Center Island	Not stated	Local Road 30 MPH or less	DeKalb County (2019)
Not Addressed	70% of property owners on affected street	County; A Maintenance fee of \$12 per year assessed on tax bill to each property owner on affected street	Speed Table	85% 5 MPH over posted speed	Local Residential 25 MPH	Gwinnett County (2008)
Not Addressed	50% + 1 of property owner affected	Not stated (City?)	All can be considered	85% 11 MPH over posted speed, OR through traffic exceeds 25%	Residential Streets	City of Johns Creek (2018)
Not Addressed	Not stated	Not stated (City?)	All can be considered	Not identified, but traffic study is presented to a Traffic Calming Committee	Residential Streets 30 MPH or less; at 1000' in length with through interconnectivity	City of Savannah (2015)
Following study to determine effectiveness	65% of all property owners	100% HOA/Neighborhood	In-street Ped Warning Sign; Driver Feedback Warning Sign; Rapid Rectangular Flashing Beacon; Flashing Sign Beacon; Playground Sign; Raised Pavement Markers; Flexible Post Delineators; Speed Reduction Pavement Markings	85% 5 MPH over posted speed, OR 3 traffic related accidents in past 12 months	Residential Streets	City of Roswell Traffic Control Enhancement (2019)
Following study to determine effectiveness	65% of all property owners	50% City; 50% HOA/Neighborhood	Devises included in Traffic Control Enhancement program; Splitter Islands; Chicanes; Neck-Downs; Bulb-Outs; Textured/Colored Pavement; Roundabouts; Mini-Roundabouts; NO VERTICAL DEFLECTION DEVISES	85% 10 MPH over posted speed, OR 3 traffic related accidents in past 12 months	Local Streets at least 1320 feet in length	City of Roswell Traffic Calming (2019)
In place 1 year and petition same as for installation	All Property Owners must vote yes or no; 75% must approve	HOA/Neighborhood	All can be considered	85% 10 MPH over posted speed	Local Residential 25 MPH	Paulding County (2009)
Removal Policy	Petition	Engineering/ Construction Costs	Type of Devices Allowed	Criteria	Streets Allowed	Governmental Entity (Date Adopted/Revised)

				speed		
Not Addressed	75% of All applicable owners	County	Speed Hump	85% with 10 MPH over posted	Residential Streets 30 MPH or less 85% with 10 MPH over posted	Hall County (2000)
a public hearing				300 and 3000 vehicles		
Council decides following	public hearing			AND Average Daily Trips between		
In place 2 years; City	City Council decides following a In place 2 years; City	City; Donations accepted	Speed Table	95% 5 MPH over posted speed,	Residential street 25 MPH	City of Marietta (2013)



# **CITY OF ROSWELL**

# Residential Traffic Control Enhancement Policy

Transportation Department (770) 641-3773

Approved by
Mayor and City Council
October 15, 2019

# **Table of Contents**

- I. Purpose and Policy
- II. Request and Traffic Study
- III. Traffic Problem Definition
- IV. Installation and Maintenance
- V. Review and Analysis
- VI. Devices
- VII. Examples

# I. Purpose and Policy

City of Roswell residents are often concerned about their perception of vehicle speeding and pedestrian/bicycle safety problems on their neighborhood streets. The City of Roswell has a Neighborhood Traffic Calming Policy implemented by Roswell Department of Transportation (RDOT) which requires 50% cost sharing between the City and the Homeowner Association (HOA) and a 65% majority in favor of any traffic calming measures through a petition process.

Over the years RDOT has been successfully experimenting with some simpler measures to help calm traffic and encourage responsible driving behavior. A few examples of these measures include In-Street Pedestrian Warning Assembly, Driver Feedback Radar Sign and Rapid Rectangular Flashing Beacons (RRFB).

The purpose of this Residential Traffic Control Enhancement Policy is to provide a streamlined avenue for residents and/or HOAs to be able to take action against their perceived speeding and pedestrian/bicycle safety problem. The process is very simple and straight forward.

The Residential Traffic Control Enhancement Policy allows the residents/HOAs to use their own funds to purchase and install traffic control devices under a Right-Of-Way (ROW) Encroachment Permit issued by RDOT. The devices covered under this policy are predefined and are listed under section VI of this document. These devices are generally installed by a qualified contractor within City's ROW with RDOT's approval of location and plan for operation and maintenance.

This policy also establishes guidelines to identify and address resident's concerns using set minimum thresholds. Any devices listed in this policy are only considered for installation by residents/HOA if the minimum thresholds are met.

All devices will have to be submitted to and approved by the RDOT Director before deployment. RDOT is open to innovative concept applications if they meet recognized standards for public safety.

# II. Request and Traffic Study

Residents/HOA must submit a letter to RDOT describing issues concerning safety on their streets.

The letter must include the following to be considered:

- Description of issues.
- Description of the device(s) to be considered

- Map showing proposed location of the device(s).
- Name of the Contractor the resident or HOA plans to hire to install and maintain the device(s).

Upon receiving the request, RDOT staff will study existing traffic conditions and collect all necessary data including speed and traffic volume counts data and any accident history data. The data will be analyzed and RDOT will determine if a problem exists and if suggested devices are an appropriate remedy. RDOT staff will make a recommendation to the Director for a final decision regarding the installation of the requested device(s).

# III. Traffic Problem Definition

A traffic problem on a residential local street is considered to exist if any of the following are found during the traffic study:

- The 85<sup>th</sup> percentile speed of traffic is greater than 5 mph over the posted speed limit
- The number of speed related traffic accidents is 3 or more within the last 12month period

Other traffic problems may be identified during the traffic study and may be considered at the discretion of RDOT Director.

# IV. Installation and Maintenance

RDOT will issue a ROW Encroachment Permit to the appropriate entity to maintain traffic control devices within the public ROW subject to the following conditions.

- Residents/HOA will pay 100% of the purchase price.
- Residents/HOA will pay 100% of the installation cost.
- Residents/HOA agrees to ownership and maintenance of the device(s), support structures and all necessary hardware required to keep the device operational.
- Residents/HOA will repair the device immediately if it becomes inoperable or have it removed until it is repaired.
- Residents/HOA agrees to have at least a temporary speed limit sign on the post while the device is being repaired (can be provided by RDOT upon request).
- Residents/HOA agrees to share any data collected during this program with RDOT.
- Residents/HOA to submit a plan of proposed operations and maintenance before installation

The device(s) must be maintained in an operable condition. If it is not, the permit may be revoked at RDOT Director's discretion.

Only contractors approved by RDOT will be allowed to work in the ROW. Installation plans must be approved by RDOT staff prior to work in the ROW. The contractor must obtain a ROW encroachment permit and all traffic control necessary to perform work in the ROW must meet current MUTCD (Manual on Uniform Traffic Control Devices) standards.

# V. Review and Analysis

Once a device(s) is installed, RDOT will conduct an after traffic study within 60 to 90 days to determine the effectiveness of the device. Staff will prepare a report citing before and after data. This report will be sent to the residents/HOA.

At that time if residents/HOA are pleased with the effectiveness they can continue the maintenance of the device as described in this policy. In case the residents/HOA does not want to continue for one or the other reason; the permit will be revoked and they will have to remove the device and assembly and restore the ROW to its original condition and bear all related costs.

# VI. Devices

Following is a list of devices that have been used at various locations throughout the City and are proven to show successful results under certain conditions. The residents/HOA may choose to deploy any of these measures under this policy or suggest something different for consideration. All devices must be fabricated and installed in compliance with the latest version of the Manual on Uniform Traffic Control Devices (MUTCD):

- In-Street Pedestrian Warning Assembly
- Driver Feedback Radar Sign
- Rapid Rectangular Flashing Beacon (RRFB)
- Flashing Beacon Sign Assembly
- Playground Signs (MUTCD W15-1 sign)
- Raised Pavement Markers (Retroreflective and Internally Illuminated)
- Flexible Post Delineators
- Speed Reduction Pavement Markings

See examples in section VII.

# VII. Examples

**In-Street Pedestrian Warning Assembly** – A warning sign on a heavy portable rubber base placed in the center of the road. This sign is double-sided for both approaches to read the message. RDOT will design the first message to be used on the sign purchased by the HOA or resident.









**Driver Feedback Radar Sign** – Installed in the shoulder or median facing traffic to inform the driver of their speed in order to encourage improved speed limit compliance.



Rapid Rectangular Flashing Beacon (RRFB) – Pedestrian-actuated rapid flashing warning assemblies to alert approaching drivers that pedestrians are waiting to use the crosswalk or have already began crossing the street. The flashing yellow lights have a flickering flash pattern that is specially designed to attract drivers' attention. The flashing beacons can only be used to enhance the pedestrian (or school pedestrian) warning signs and cannot be installed as stand-alone flashing beacons. RRFB's must be used at designated marked crosswalks, and are usually installed at midblock crosswalk locations.





**Flashing Sign Beacon** – A flashing beacon assembly used to highlight a regulatory sign or warning sign. Red flashing beacons can be used to enhance the visibility or conspicuousness of a stop sign in order to achieve better motorist compliance of the stop condition. Yellow flashing beacons can be used to emphasize potentially unexpected or hazardous conditions conveyed by various types of warning signs.





**Playground Signs** – An MUTCD-compliant warning sign that may be used to give advance warning of a playground or other designated play area that is located adjacent to the roadway for which unexpected crossings of children could occur. This sign should not be used indiscriminately and should only be placed near playgrounds or other play areas where actual gatherings of children is occurring. This is the only currently approved playground or "children playing" warning sign authorized for use in public rights-of-way. This sign may be installed with either yellow or fluorescent yellow-green background.





# Raised Pavement Markers (Retroreflective and Internally Illuminated) –

A relatively small safety device usually made of plastic or ceramic that comes in a variety of shapes and colors, that adheres to the roadway surface to provide positive guidance of lane lines and roadway curvature, as well as to guide traffic away from obstructions or hazards during nighttime conditions. Raised reflective pavement markers (RPM's) include a lens or retroreflective sheeting that enhances their visibility by retro-reflecting vehicle headlights. Some markers use solar-powered internally illuminated LED's to provide the enhanced visibility, which does not require illumination of approaching headlights. Traditional and internally illuminated markers would be installed by RDOT or RDOT's contractor only.





**Flexible Post Delineators** – Flexible vertical upright tubes normally used to enhance nighttime visibility of roadway curvature, delineate line lines, restrict a movement, prevent crossing over into adjacent lanes, or steer a traffic away from an obstruction or hazard. RDOT would mark the locations for the contractor prior to installation.





**Speed Reduction Pavement Markings** – Transverse white pavement markings that are placed on the roadway (within both edges of the lane) in a pattern of progressively reduced spacing to give drivers the impression that their speed is increasing, with the intended result of compelling drivers to reduce their speed. Such markings are intended to be used on curved sections, and are not typically effective on long tangent sections or in areas frequented mainly by local or familiar drivers. RDOT would mark the configuration of the contractor prior to installation.



# **NEIGHBORHOOD TRAFFIC CALMING PROGRAM**

# **Policy and Procedure**



# Roswell Department of Transportation (770) 594-6420

Approved by Mayor & City Council on October 15, 2019

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- 3. Neighborhood Traffic Calming Process
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- 7. Program Funding

# **Neighborhood Traffic Calming Program**

# 1. Application and Intent

Residents are often concerned about excessive traffic volumes and speed through their neighborhoods. To help the residents to address these potential safety issues and continue to protect the quality of neighborhood life, the Roswell Department of Transportation (RDOT) maintains a Neighborhood Traffic Calming Program. The Neighborhood Traffic Calming Program specifically applies only to local access roads in residential neighborhoods. A local access road is the lowest level road in the hierarchy of roadways as defined by American Association of State Highway and Transportation Officials (AASHTO). The primary function of a local access road is to provide access to individual properties for motorized vehicles, bicycles, and pedestrians. It is intended to carry traffic that has either an origin or a destination on that road or from within the local neighborhood. The Neighborhood Traffic Calming Program does not apply to collector roads, minor arterials or principal arterials.

The intent of Rowell's Neighborhood Traffic Calming Program is to encourage all motorists to drive in a responsible manner. However it is impossible in practice to ensure all of the drivers to drive close to the posted speed limit. Therefore, it is understood that the program will benefit about 85% of the roadways users in general.

#### 2. Program Goals

The City of Roswell supports any traffic calming measures that are proven in the transportation industry to enhance public safety without delaying emergency response vehicles and personnel. Ideally traffic calming measures should be seen as an amenity to the community. Measures that are perceived by local residents as having a degrading effect on property values are generally not considered. The goals of Roswell's Neighborhood Traffic Calming Program are:

- Reduction in speed for 85% of vehicles to a safe and legal speed limit.
- b. Encouraging through traffic to avoid using local roads and to stay on collectors and arterials.
- c. Deterring truck traffic and other inappropriate vehicles from using local roads.
- d. Maintaining and/or enhancing emergency vehicle access and response time.
- e. Encouraging and enhancing of pedestrian and bicycle access and usage.
- f. Continuous improvement in the use of effective, efficient, economical and environmentally sustainable traffic calming measures.
- g. Focus on clear communication with and involvement of neighborhood associations and residents.

h. Collection of Input from public safety officials, emergency responders, school officials, planners and engineers.

It is extremely important to realize that the approach taken by the Neighborhood Traffic Calming Program is a systematic one. While each situation may be somewhat unique, the same definitions and criteria, as outlined in this program, will be applied. The transportation system of the City must be considered as a whole. Solving one local problem should not create a problem at another location.

# 3. Neighborhood Traffic Calming Process

- a. The applicant [Home Owners Association (HOA) or resident(s) if there is no HOA] should contact the City of Roswell, report speeding and related safety problems and request that the City investigate their concerns. All requests must be in writing to RDOT, explaining the concerns of the community. In order for any traffic calming measures to be considered, the requested local street must be a minimum of 1,320 feet in length, and at least 1,000 feet of each street must have grades less than 7% and horizontal curves less severe than a radius of 300 feet.
- b. RDOT will make a field review of the area and conduct a speed study and investigate any reported crashes. For the purposes of the Neighborhood Traffic Calming Program, a traffic speeding problem on a local street is considered to exist if the 85th percentile speed is greater than 10 miles over the posted speed limit. If the results of the study indicate that traffic speeds do not meet this criteria RDOT will inform the applicant in writing and will continue to monitor the area. If the results indicate that the traffic speeds do meet the criteria, RDOT will contact the applicant and initiate discussions to explore possible options.
- c. Based on the facts and the extent of the problem, RDOT may decide to help the applicant by starting the process with an education program. The education program may consist of neighborhood meetings, letters, pamphlets, etc., identifying likely causes of speeding issues and possible steps individual residents can take themselves to reduce the average speeds to improve safety in the area. RDOT with the cooperation of the City Police Department may conduct this educational program for any HOA or other residential group requesting it. The objective of the neighborhood educational program will be to encourage all drivers on neighborhood streets to obey existing traffic control devices and laws and to improve safety for all roadway users.
- d. RDOT may suggest starting the process with increased speed enforcement for the problem area with the help of the Police Department. The Police Department will not utilize any speed detection devices on roadways with grades of more than 7% because it is not always possible to maintain the speed limit going down steeper grades.

- e. If educational awareness and law enforcement efforts do not improve the traffic concern, RDOT will research current industry standards and practices from the sources mentioned in Section 4 and explore retrofitting the streets with hard measures. RDOT shall obtain feedback from the Police and Fire Departments and Fulton County Schools concerning any hard measures being considered.
- f. After incorporating the input from the Public Safety departments and the school system RDOT will submit the proposed traffic calming measures to Community Development and Transportation Committee for their approval. If the Committee approves the proposed solutions, the applicant will coordinate and schedule a neighborhood meeting to discuss the results of the studies, the proposed solutions and cost estimate. RDOT will participate in such meetings to explain the process, describe the types of traffic calming measures being considered and answer any questions or clarify the process. RDOT may also help advertising these meetings by installing temporary signs and/or posting information on city website.
- g. The applicant must agree to share the cost of any traffic calming measures as explained in Section 5.
- h. If the applicant is willing to move forward with the Transportation Committee approved measures, RDOT will require the applicant to submit a petition to the City with signatures from all impacted property owners by the proposed traffic calming measures. The RDOT Director will make the determination of the impacted properties. At least 65% of the responding property owners must support the proposed traffic calming measure(s) for the process to continue. Only one vote is allowed per property.
- i. The applicant will submit a draft petition to RDOT for approval before beginning the process. The petition shall include a clear statement of what measures are being suggested. The petition must also make reference to the details available to the property owners for review including the policy and procedure, description of recommended measure(s), location(s), possible property and Right-of-Way impacts, area maps, sample pictures, and estimated cost share of the measure(s). RDOT will make hard copies available for review at the city hall and will also upload them to the city website. The applicant may also have the same information available for review at the club house or any other appropriate place within the subdivision.
- j. RDOT will obtain approval from the City Attorney on the contents of the petition. If approved, a notice to proceed (NTP) will be issued to the applicant to begin the petition process. The City will not participate in the cost of the petition or distribution efforts.

- k. The completed and signed petition is required to be submitted to RDOT within 120 days after the NTP. If the applicant needs additional time to complete the petition, they have an option to request a 60 day extension in writing to the Director of RDOT for approval. If additional time is needed a second 60 day extension may be requested. Extensions must be requested prior to expiration of the previously described due date. If a completed petition is not submitted to RDOT within the approved time (120, 180 or a maximum of 240 days), the petition will be considered void. A new petition will have to be initiated if the applicant is interested in continuing with the process. This will also move the applicant to the bottom of the waiting list of other requesting neighborhoods.
- I. Unless the applicant submits the proper documentation, any property owner who does not respond to the petition will be counted as a "NO" vote. To avoid such arbitrary votes, the applicant must provide the proper documentation required which is a signed affidavit, stating that the petition package was indeed mailed out to all the property owners, but some did not respond. Along with this signed Affidavit, there must be a complete list of all the non-responders, detailing their names and addresses. This documentation must be submitted along with the petition. Under these circumstances; non-responders will not be counted either for or against the traffic calming measures.
- m. Along with the petition, the applicant will also submit a summary list of all names, addresses, vote (yes or no), date of vote and final count of yes votes, no votes and the not-counted votes. The summary list should be sorted alphabetically by last name of each property owner.
- n. Once the petition is received and 65% of the property owners voting yes are verified, the petition, concept and estimated cost of design and construction will be presented to the Mayor and the Council before beginning the design phase.
- o. If landscaping easement(s) or ROW dedication is needed, these will be funded by the neighborhood in addition to their share of the construction cost. Likewise landscape maintenance or replacement will be funded by the applicant. This will require a Memorandum of Agreement between the City and the applicant.
- p. RDOT will conduct "after speed studies" 60 to 90 days after the installation of the traffic calming measures to judge if the measures were effective.
- q. If the community decides that they no longer want the traffic calming measures, then they must follow the same procedure to obtain 65% in favor of removal as they did in the original petition. If such device(s) can be removed, the road must also be restored to City standards. RDOT approval is required for any removal work. Removal shall be done by a qualified contractor at no cost to the City of Roswell.

r. If there is a homeowners association (HOA), the initial petition and petition for removal must be coordinated by the HOA.

## 4. Research, Industry Standards and Best Practices

All traffic calming measures will follow the latest research, current industry standards and best practices. Some of the identified resources for research include:

- 1. Institute of Transportation Engineers (ITE)
- 2. American Association of State Highway and Transportation Officials (AASHTO)
- 3. Federal Highway Administration (FHWA)
- 4. National Association of City Transportation Officials (NACTO)
- 5. Any other reputable organization or agency involved in the design of traffic calming projects and specifications.

## 5. Allowable Traffic Calming Measures

The appropriate application of traffic calming measures requires an engineering assessment of the physical conditions and operating characteristics of the street(s) relative to the treatments being considered. Traffic calming measures should be selected based on the type of conditions they can best mitigate, and should be harmonious with the surroundings. Traffic calming measures are most effective when they are applied in a programmatic fashion along the entire length of the street and are supported by complimentary elements.

All traffic calming treatments must be designed and constructed based on City of Roswell and/or Georgia Department of Transportation standards, and all signing and pavement marking must comply with the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD). The following types of traffic calming measures are generally allowable, subject to review and approval by RDOT and the Fire Marshal:

All Devices included in the Residential Traffic Control Enhancement Policy – These devices are typically more passive in nature and do not involve roadway construction.













**Splitter Islands** – Center median islands of various lengths and widths installed on undivided streets that create physical separation of opposing traffic.





**Neighborhood Entry Features** – Splitter islands and/or corner intersection features that typically incorporate neighborhood or subdivision monument signs with landscaping or street art.





Chicanes – Physical modifications to the roadway that use a combination of horizontal curvature and lane narrowing to reduce speed, often creating a slalom effect. Chicanes can either maintain two-way traffic with narrowed lanes or can reduce pavement width to allow for only one-way traffic time.



Neck-Downs – Physical modifications to the roadway that reduce or eliminate excessive pavement areas in order encourage slower speeds. Neck-downs can be constructed from either the center of the roadway or from the outside (shoulder side) of the roadway, or both. Neck-down are often used in combination with chicanes or neighborhood entry features.



**Bulb-Outs (Curb Extensions)** – A special type of neck-down treatment that is primarily used to extend the sidewalks adjacent to a crosswalk further towards the center of the roadway, reducing the crossing distance and allowing pedestrians and vehicle drivers to see each other better when there is on-street parking or other sight obstructions.



Textured/Colored Pavement Treatments - Modification of the physical roadway surface to introduce more texture and/or color to the street. This may include paver bricks, inlaid stone, stamped asphalt or concrete, or synthetic street coatings. These elements may be applied to crosswalks, intersections, individual lanes, or entire roadway sections. The additional friction created by the texture, as well as the contrasting color, can result in a speed-reducing effect as well as increasing driver awareness.



Roundabouts – A circular intersection junction in which the intersecting traffic is permitted to flow in one direction around a central island, with priority typically given to the traffic already circulating around the central island. Roundabouts represent a special type of intersection and provide certain operational and safety benefits as compared with other types of intersections. Although typically considered an operational improvement rather than a traffic calming measure, roundabouts can provide traffic-calming benefits because the reduction in speed and delay through the junction point can promote less propensity for speeding on adjacent roadway segments.



Mini-Roundabouts – A smaller diameter version of the traditional roundabout typically constructed at the intersection of local neighborhood streets. Mini-roundabouts are characterized by single-lane entry approaches and a single-lane circulating around a smaller central island. Unlike typical roundabouts, a mini-roundabout's central island is designed to substantially or entirely traversable by large vehicles, such as fire trucks, school buses and tractor trailers. Mini-roundabouts can provide traffic-calming benefits because the horizontal deflection necessitates slower speeds and they can be used as a neighborhood entry feature as well.



## **6. Non-Permitted Traffic Calming Measures**

<u>Certain types of traffic calming measures that involve vertical deflection of vehicles are not approved for use</u>. Vertical deflection measures, such speed humps, speed cushions, and speed tables, have been documented to have adverse impacts to emergency response times and transport of injured persons requiring advanced life support. Such devices also represent increased risk and hazard to motorcycles and cyclists, and can cause damage to the undercarriages of low-profile vehicles.

Furthermore, The City of Roswell has adopted the International Fire Code (IFC) as part of the City's Code of Ordinances. **Section 503.4.1** *Traffic calming devices* of the IFC states: "Traffic calming devices shall be prohibited unless approved by the fire code official." The City of Roswell Fire Code official is the City Fire Marshal. The City Fire Marshal has determined that vertical deflection devices represent an adverse impact to emergency response and should not be approved as traffic calming measurers. Therefore, the following types of measures are generally not permitted:

Speed Humps
Speed Cushions
Speed Tables (with approaches consisting of speed hump type deflection)
Raised Intersections (with approaches consisting of speed hump type deflection)
Raised Crosswalks (with approaches consisting of speed dump type deflection)

Notwithstanding the above, elevated intersections, crosswalks and trail crossings can potentially be designed with mild-grade approach and departure slopes that may be deemed acceptable to the Fire Marshall and RDOT. Applicants considering such designs shall consult with the Fire Marshal's Office before proceeding.

#### 7. Program Funding

RDOT will be responsible for estimating a citywide neighborhood Traffic Calming Budget for the fiscal year to be included in the Mayor's & Council's annual budget. The City is responsible for researching options and developing alternative solutions. All approved traffic calming measures are subject to the availability of funds.

Once approved and funds are indeed available, the City is responsible for design of the traffic calming measure(s). This design could be done by staff or by hiring an outside consulting firm. For the construction cost, one-hundred percent (100%) funding will be met by doing a fifty percent (50%) share between the City and the HOA or residential applicants. Therefore, the applicant is responsible for fifty percent (50%) of the total construction cost and the City of Roswell will also be responsible for fifty percent (50%) of the total construction cost of the approved traffic calming measure.



# Where Georgia comes together.

# OFFICE OF THE CITY MANAGER

# **MEMORANDUM**

TO:

Mayor / Council

FROM

Lee Gilmour, City Manager

DATE

July 28, 2020

REFERENCE:

Revised development standards

The City's comprehensive plan calls for commercial nodes in the east Perry service area. The Administration recommends Council consider and forward to the Planning Commission the following development criteria.

- 1. Langston Road / Commodore Drive be classified a major arterial to be designed similar to Perry Parkway with appropriate right of way.
- 2. Kings Chapel Road, Saddle Creek Road, Arena Road, Bear Branch, Sandbed Road, Gurr Road 341 E, Spur 247, and Talton Road be classified arterial/major collector and plan for three (3) lane construction with appropriate right away.
- 3. Any construction of non-single-family houses along a state/and or federal route would require a ten (10) foot buffer strip immediately adjacent to the right of way for City trees/landscaping planting/maintenance. The trade off would be no minimum parking requirements.
- 4. The City encourages commercial parking areas owned and maintained by the City.
- 5. Adopt the major intersection plan as shown in the attached exhibits.

The purpose of these recommendations is:

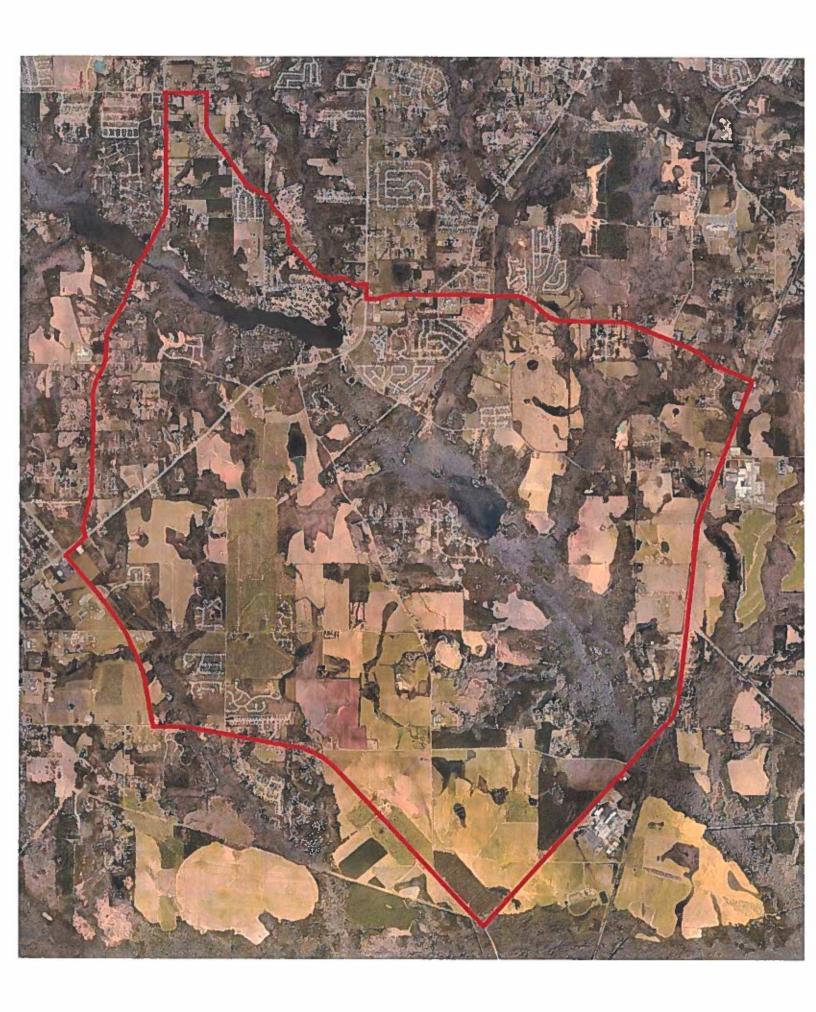
- 1. Plan for and handle future traffic growth.
- 2. Provide a process for enhancing the property values.
- Ensure proper landscaping.

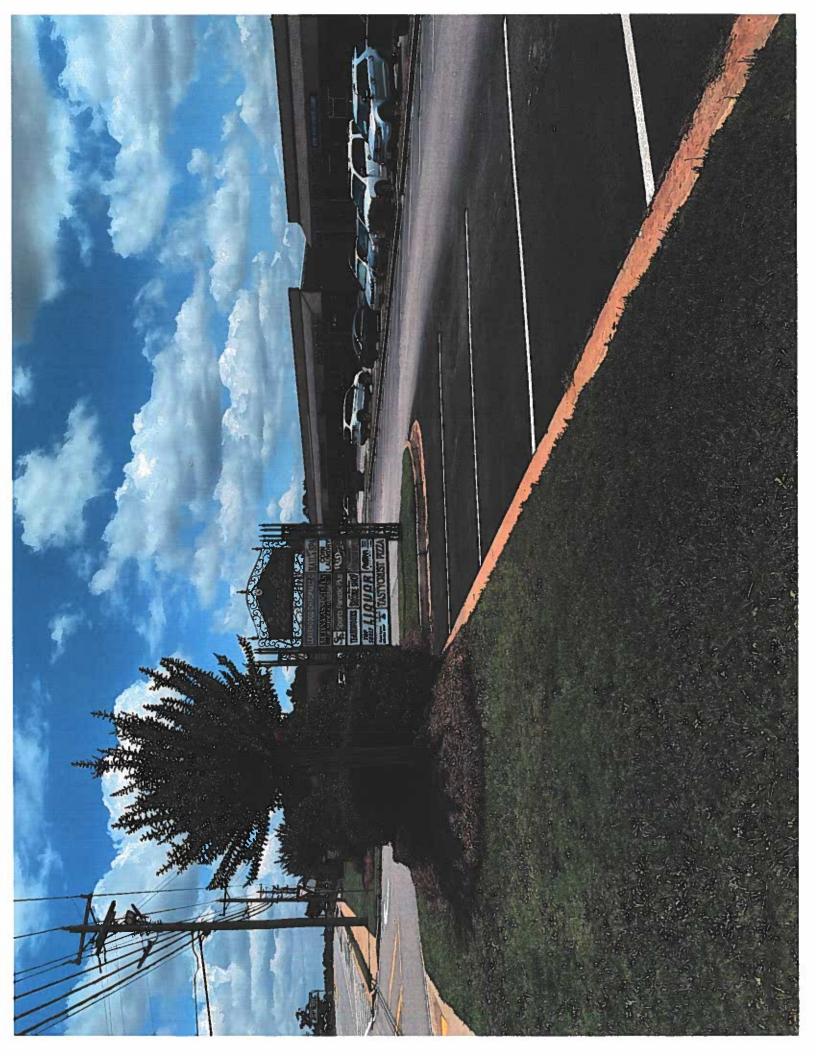
- 4. Provide traffic calming measures.
- 5. Concentrate commercial growth.
- 6. Reduce regulation burdens on commercial development.
- 7. Adjust for changing consumer market values.

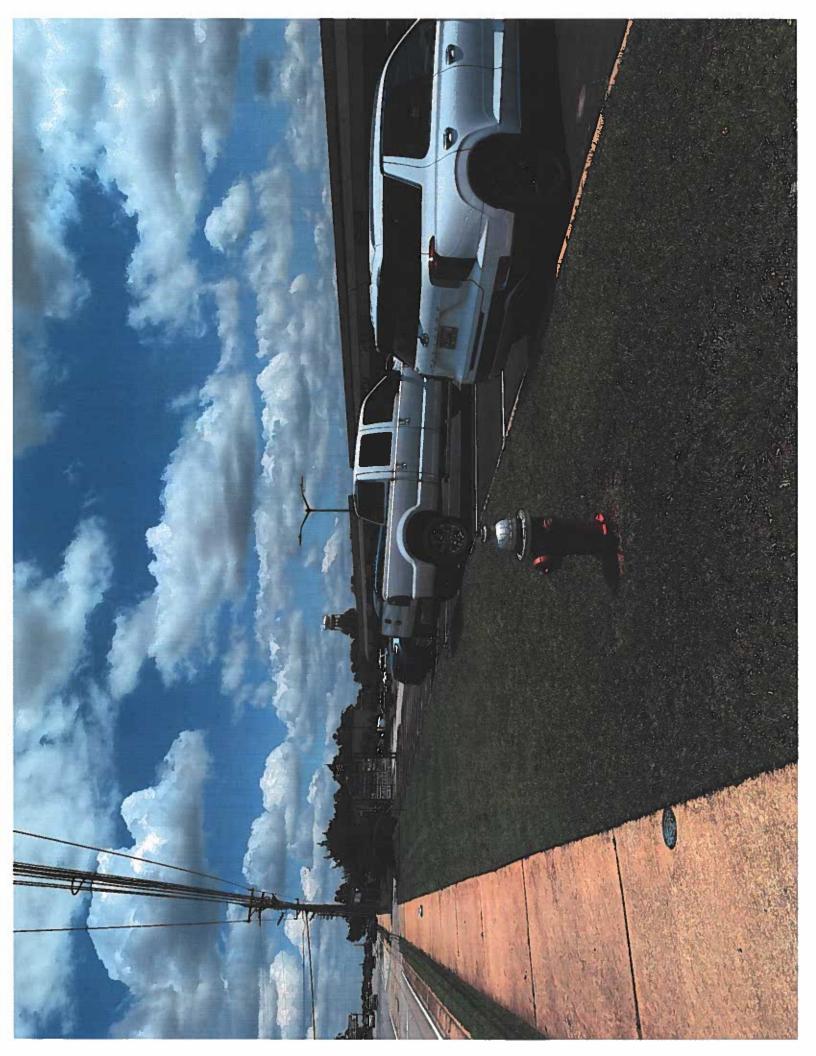
cc: Mr. R. Smith

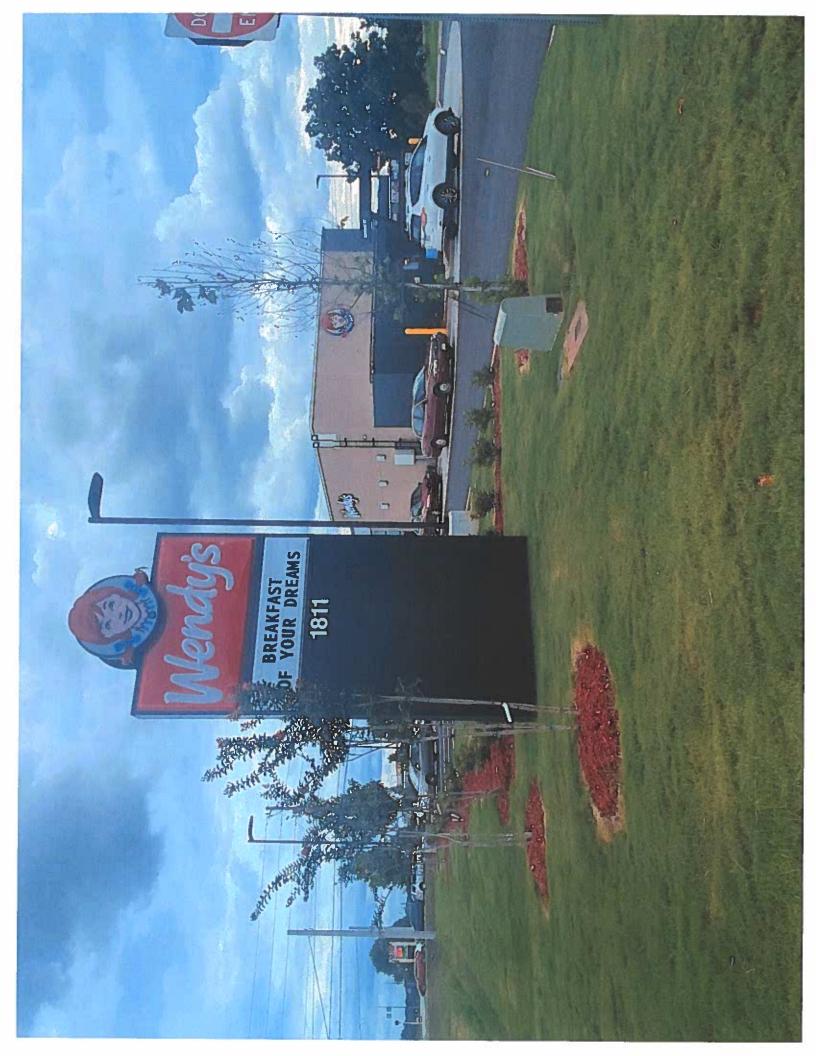
Mr. B. Wood

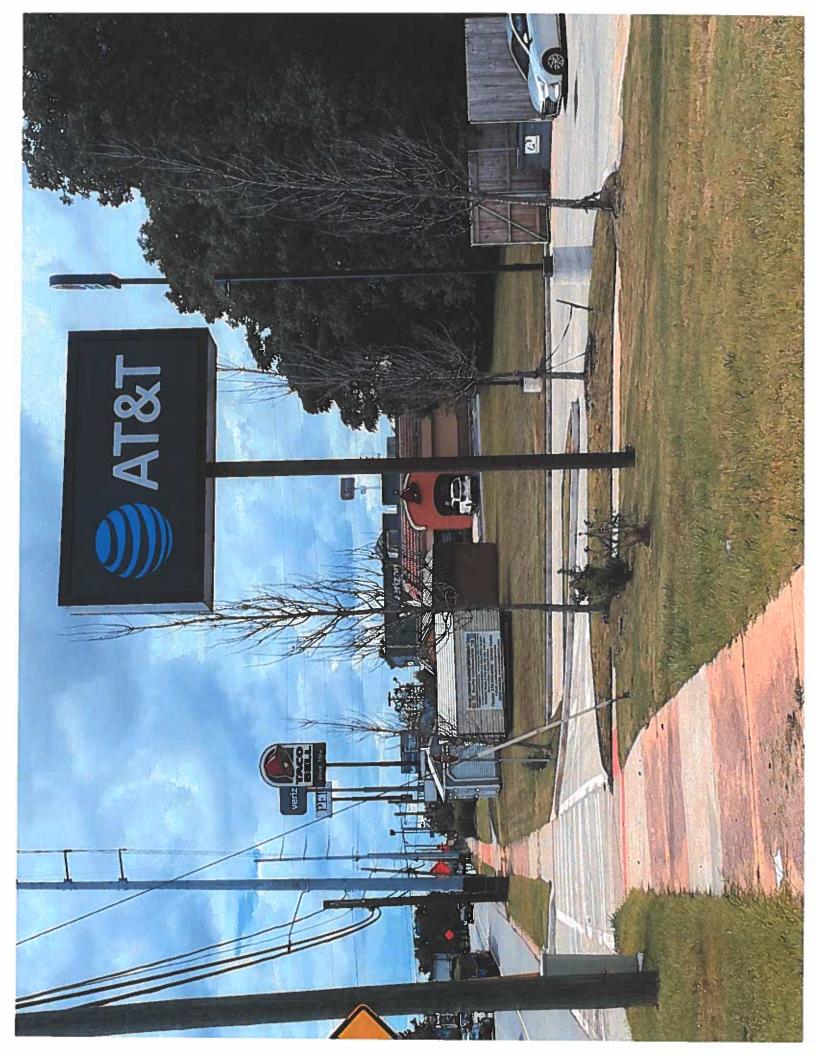
Mr. C. McMurrian



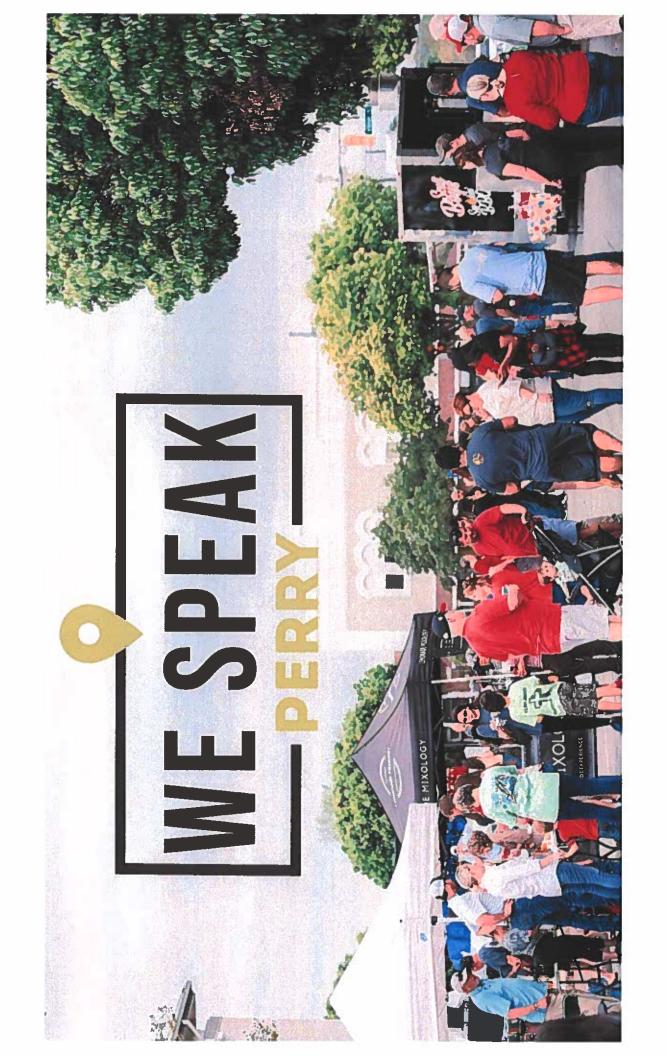












Moder

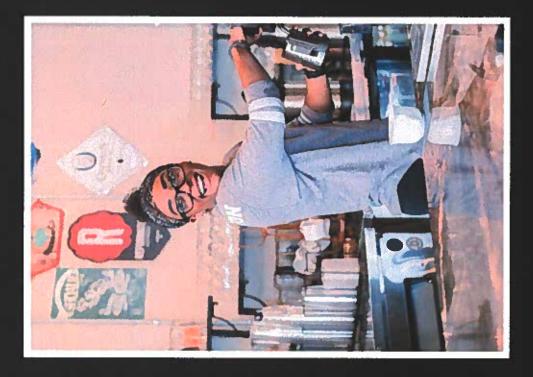
AT A RURAL TOURISM WORKSHOP IN 2009 WHEN A PARTICIPANT NOTED AMBASSADOR PROGRAM THAT ENGAGES LOCAL STAFF AND RESIDENTS WE SPEAK . . .' FOLLOWED BY THE VARIETY OF THINGS THAT VISITORS THAT SHE'D SEEN PEOPLE IN OTHER COUNTRIES WEARING BUTTONS DENTIFYING THEM AS VISITOR INFORMATION RESOURCES. ANOTHER CAN DO IN OUR COMMUNITY?" THIS LED TO A CREATIVE COMMUNITY AS FRIENDLY EXPERT RESOURCES WHO "SPEAK" THE LANGUAGE OF PARTICIPANT, CATRINA DAVIS, ADDED "WHAT IF OUR BUTTONS SAID THE WE SPEAK PROGRAM WAS DEVELOPED IN OAKRIDGE, OREGON MOUNTAIN BIKING, BIRDING, SNOWSHOEING AND OTHER TOPICS TO THEIR VISITORS.

THE PROGRAM WAS IMPLEMENTED AND EVENTUALLY ADOPTED AT THE STATE LEVEL BY TRAVEL OREGON.



THE MISSION OF THE PERRY WE SPEAK
PROGRAM IS TO ENSURE THAT EVERY
AMBASSADOR IS ARMED WITH THE
KNOWLEDGE AND TOOLS THAT THEY NEED
TO CULTIVATE MEANINGFUL CONVERSATIONS
WITH RESIDENTS AND VISITORS ABOUT OUR

Out Mission is to Create Compactions





# L B K E

THE TARGET MARKET FOR THE
WE SPEAK PROGRAM IS PRIMARILY
THE FRONTLINE STAFF OF OUR COMMUNITY RESTAURANTS, HOTELS, GAS STATIONS, RETAIL,
PUBLIC SAFETY, HEALTHCARE, ETC. AS THESE INDIVIDUALS OFTEN INTERACT
WITH OUR RESIDENTS AND VISITORS,
HOWEVER ALL INTERESTED PERSONS
ARE ENCOURAGED TO PARTICIPATE.

Over Morket is Everyone





### 

OUR BRAND BEGINS ON BUTTONS
BUT IS HAS THE POTENTIAL TO BRANCH OUT
TO WINDOW DECALS, COASTERS, TABLE TENTS,
T-SHIRTS AS THE PROGRAM GROWS

Own Brand Has No Bowndaries

CONSISTENCY CREATES A STRONG BRAND IDENTITY AND PROMOTES A SENSE OF CONNECTION AMONGST ALL PARTICIPATING BUSINESSES. ORGANIZATIONS AND AMBASSADORS WHILE KEEPING THE WE SPEAK PROGRAM MESSAGE CLEAR TO RESIDENTS AND VISITORS.

BEBAS NEUE BOLD



| #382F2D

BEBAS NEUE REGULAR

BFCC80

# LANGUAGES

THE LANGUAGES THAT WE SPEAK TELL THE STORY OF OUR CITY. **OUR COMMUNITY WILL ENSURE THAT OUR AMBASSADORS** BECOME PROFICIENT IN THE TOPICS THAT RESIDENTS THE THOUGHTFUL SELECTION OF A SMALL NUMBER AND VISITORS WANT TO LEARN MORE ABOUT. OF LANGUAGES THAT BEST REPRESENT

Own Lawynages Tell Own Story.

# SUZARD F

PERRY, GEORGIA

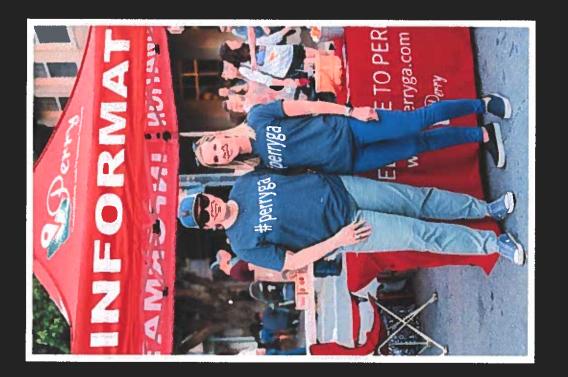
18 Learn H Wenr Jahrange

A TIMELINE TO WE SPEAK



### Haye Ove

DESIGN BRAND AND PROGRAM MATERIALS IDENTIFY PARTNERS AND PRESENTERS SELECT LANGUAGES





COLLECT DATA FROM PRESENTERS IDENTIFY TRAINING FACILITIES CREATE LANGUAGE PROGRAMS COMMUNITY OUTREACH

## Haye Three

HOST INITIAL TRAINING WITH STAFF FROM PARTNERING ORGANIZATIONS ASSESS AND REVISE AS NEEDED COMPILE FEEDBACK





Haye four

SCHEDULE TRAININGS FOR BUSINESSES, ORGANIZATIONS AND GENERAL PUBLIC CONDUCT SURVEYS REGULARLY FOR REVISION AND RECRUITMENT

### HANK YOU Elis Do This



### Where Georgia comes together.

### OFFICE OF THE CITY MANAGER

### **MEMORANDUM**

TO:

Mayor / Council

FROM:

Lee Gilmour, Čity Manager

DATE:

July 29, 2020

REFERENCE:

Council appointed partners

The upcoming strategic plan update has a major element outlining the role of City Council appointed authorities, boards or commissions. The current group is:

- Perry-Houston County Airport Authority
- Planning Commission
- Main Street Advisory Board
- Downtown Development Authority of the City of Perry
- Perry Public Arts Commission
- Recreation Commission
- Tree Board

Before beginning the refresh of the City strategic plan Council should:

- 1. Determine the value of each organization.
- 2. Assess its performance in the last four (4) years.
- 3. Should the organization be retained, modified, or eliminated.
- 4. Is the appointment process for each organization meeting its policy making needs.
- 5. What criteria is needed for obtaining candidates.
- 6. What is the appropriate City staff/resources needed for the organization.
- 7. How should the organizations be evaluated in the upcoming years.

cc: Mr. R. Smith



### Statement of Interest (SOI) Overview

### Using a simple 'Statement of Interest', one page form, to select Board/Commission members would accomplish the following:

- Increase the number of Perry residents and stakeholders from across our ever growing community, who would have the opportunity to serve on City Boards and Commissions.
- Create a pool of interested citizens who possess skills and experiences that would enable the Board/ Commission to fulfill their mandated mission. Time delay in replacing members who resign would be eliminated.
- Insure diversity of members on Boards/Commissions.
- Allow Mayor and Council to step away from a "who knows who" approach to Board/Commission members and insure equity of appointments.
- Points to Consider:
- Multiple options could be considered for adjusting length of service that would increase the number of citizens that have the opportunity to participate – as well as, give the Boards/Commissions fresh ideas and energy.
- Statement of Interest (SOI) forms would contain pertinent information about the individual not for exclusionary purposes, but rather for identifying citizens who can best help that Board/Commission accomplish its goals and purposes.
- The SOI should include a listing of occupational background, community involvement and possible involvement with civic organizations, interests, etc.
- The SOI should give the candidate the opportunity to express why they wish to serve on a particular Board/Commission and the skills they feel they have to offer the City.
- A statement should be included from Mayor and Council regarding expectations and requirements.
   For example, active engagement, regular attendance, confidentiality, etc.
- A brief description of the differing roles and responsibilities of each Board/Commission should be included with a space to indicate which group they are interested in.
- The candidate's signature on the SOI indicates their awareness that the SOI is a public document and may be read by Mayor, Council, City staff and chairpersons for Boards/Commissions.

### Top ten characteristics for effective, valuable Commission/Board members as described by Staff Liaisons

### A valuable member should:

- 1. Possess an initial understanding of the function and purpose of the group and be committed to attend initial and continuing training.
- 2. Demonstrate understanding of the impact their decisions may have on the City of Perry. (the importance of their work!)
- 3. Demonstrate understanding of the way in which their Commission/Board is intertwined with the City's Strategic Plan.
- 4. Have a direct interest in the type of work done by the Commission/Board.
- 5. Have occupational background or community involvement background, or avid interest that lends itself to the work of that Commission/Board.
- 6. A commitment to attendance as well as consistent enforcement, by the City, of the City requirement regarding attendance.



### Statement of Interest (SOI) Overview cont.

### Top ten characteristics for effective, valuable Commission/Board members as described by Staff Liaisons cont.

- 7. The ability to "go beyond" and volunteer to help with a project or event the Commission Board may have.
- 8. Be a creative, outside the box, thinker. Have thoughts and ideas to contribute not just a listener
- 9. Demonstrate the ability to listen to all members and work together harmoniously.
- 10. Be an advocate for Perry in all environments.



### STATEMENT OF INTEREST FORM

Thank you for your interest in serving our Community! Please Select which of the active boards, authorities, commissions or committees on the reverse side you are interested in serving with and return this form to the City of Perry. Each entity will review the Statements of Interest as current members roll off or resign, creating an opening. For further information, you may contact the Staff Liaison designated for each entity as provided.

	ICANT INFORMATION Please Print Legibly
Name	Email
Home Address	
Business	Title/Position
Business Address	
Organizations to which I belong:	
Interest/Hobbies/Talents/Skills:	
I am interested in serving because:	
	COMMITMENT
Board, Committee, and/or Commission ethical responsibility to ensure that the colbelieve in the purpose and the mission of	, wish to serve as a member of a City of Perry Authority, and understand that as a member of any entity, I have an mmittee does the best work possible in pursuit of its goals. I the City of Perry, and will act responsibly as its steward. As my responsibilities, I will:
be reported to the Chairperson or Sta meetings will result in removal from th	
understanding that your participation	your group, asking questions and sharing ideas, has an important impact on the City.
- ' ' ' '	ganization and particiapte in additional opportunities. m, working harmoniously to accomplish the mission.
Signed by:	Date:



### **Boards, Authorities, Commissions** and Committees of The City of Perry

Art Commission
The Perry Public Arts Commission (PAC) reflects the community's recognition of the need for comprehensive public art that improves and enhances the cultural assets and public spaces within the City of Perry. This board works cooperatively with other boards introduce public art into a diversity of public spaces throughout the community. The PAC also works to ensure that public art is a priority throughout Perry
Meets Fourth Tuesday of each month I Staff Liaison: Lee Gilmour, City Manager I lee.gilmour@perry-ga.gov
Planning Commission
The Planning Commission makes recommendations to City Council on the following applications: Annexation, Rezoning, Text Amendment and Special Exception. The Commission makes final decisions on Preliminary Plats, Variances, and Appeals.
Meets Second Monday of each month   Staff Liaison: Bryan Wood, Community Dev. Director   bryan.wood@perry-ga.gov
Main Street Advisory Board
The mission of Perry Main Street Advisory Board is to promote a thriving downtown business district while preserving Perry's historic resources and character. Our program implements the National Main Street Four Point Approach with an emphasis in the Economic Vitality, Promotion, Design and Organization of our Downtown District. Perry Main Street continues to support the development of Downtown Perry as a strong economic engine for our area, while preserving the historical integrity and small-town character of the city.
Meets First Thursday of each month I Staff Liaison: Haley Bryant, Main Street Coordinator I haley.bryant@perry-ga.gov
Downtown Development Authority
This active volunteer board works to enhance the economic vitality of Downtown Perry. The DDA also serves as the Economic Vitality umbrella organization for Perry Main Street program. Board members should have a true interest in the downtown development.
Meets Third Monday of each month I Staff Liaison: Ashley Hardin, Economic Dev. Manager I ashley.hardin@perry-ga.gov
Main Street Promotions Committee
The Main Street Promotions committee works as a subcommittee of the Main Street Advisory Board to PROMOTE downtown as the center of commerce, culture and community life for residents and visitors alike. Goals should focus on understanding the changing market, identifying downtown assets, defining market, niche, and creating new image campaigns, retail promotions and special events to lure people back downtown.
Meets Third Wednesday of each month I Staff Liaison: Haley Bryant, Main Street Coordinator I haley, bryant@perry-ga.gov

Please return all completed forms to Annie Warren, City Clerk Address: 1211 Washington St. Perry, Ga. 31069 I Email: annie.warren@perry-ga.gov





### Where Georgia comes together.

### OFFICE OF THE CITY MANAGER

### **MEMORANDUM**

TO: Mayor / Council

FROM Lee Gilmour, City Manager

DATE July 28, 2020

REFERENCE: East Perry service area

With your direction to provide water/sewerage service to the eastern Perry service area, the Administration recommends the Council approve the following:

- 1. Establish the East Perry Water/Sewerage System Improvement District. The boundaries of the district would be East U.S. 341/SR 247 Spur/SR 247/SR 127 West/Houston Lake Road/Sandefur Road/ Lake Joy Road/ Houston Lake Road/ Perry Parkway.
- 2. Establish an impact fee of
  - a. Developer contribution

R1 \$400.00/lot Other 980.00/acre

b. Builder contribution

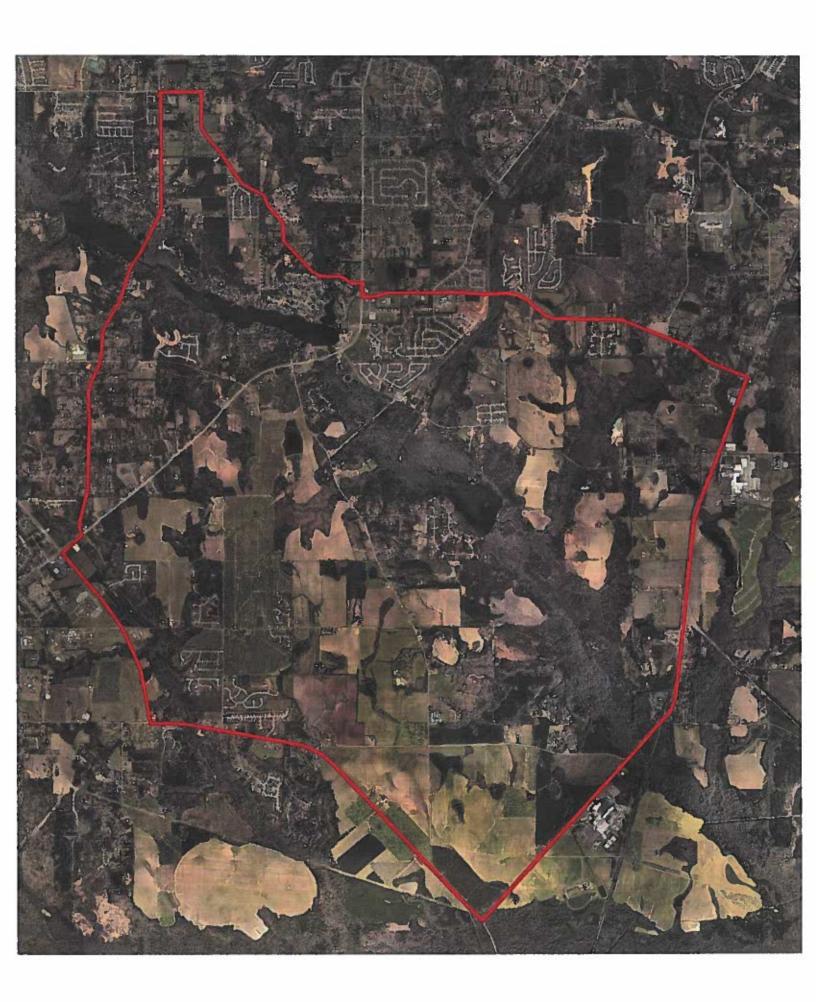
ERU \$400.00/each Apartment Unit \$400.00/each

3. The fees charged would be deposited into the East Perry Water/Sewerage System Construction Fund and used to pay the costs of the water/sewerage improvements in the district or construction debt service costs.

cc: Mr. R. Smith

Mr. B. Wood

Mr. C. McMurrian





### Where Georgia comes together.

### OFFICE OF THE CITY MANAGER

### **MEMORANDUM**

TO:

Mayor / Council

FROM:

Lee Gilmour, City Manager

DATE:

July 29, 2020

REFERENCE:

2020 Property tax digest

The City has received its 2020 property tax digests from Houston County and Peach County.

Based on this increase the Administration recommends Council:

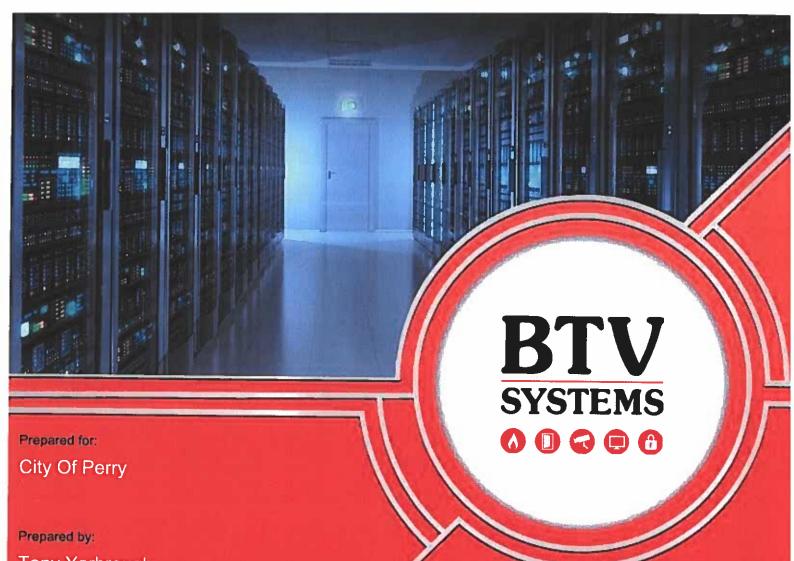
- 1. Authorize one (1) percent pay increase for all employees effective for FY-2021.
- 2. Restore the one (1) percent merit increase program.
- 3. Proceed with standard capital replacement program.



### **Facility Remote Access Control**

FACILITY	COST
Rozar Park <sup>1</sup>	\$22,973.86
Creekwood Park²	\$12,815.48
Barbara Calhoun Park³	\$7,015.73
Misc. Costs	\$312.60
TOTAL	\$43,117.67

<sup>&</sup>lt;sup>1</sup> Satellite Restrooms & Concession Stand Restrooms <sup>2</sup> Satellite Restrooms, Splashpad Restrooms, & Cellular Connection <sup>3</sup> Satellite Restrooms & Cellular Connection



Tony Yarbrough

Access Control/Video System 5315 111419

Quote # 005315 | Version 1

P: 478-788-5281 E: Tony@btvsystems.com

Wednesday, July 01, 2020

City Of Perry Sedrick Swan 1060 Keith Dr. Perry, GA 31069 sedrick.swan@perry-ga.gov

Dear Sedrick,

### SCOPE OF WORK

The purpose of this proposal is for BTV Systems to provide and install an Access Control System for the City of Perry in Perry GA. The system will consist of the parts within this proposal for the purpose of providing Electric Locks for the restrooms at Rozar Park(2 Doors at Remote Building and 2 Doors at the Concession Stand), Calhoun Park(2 Doors) and Creekwood Park(2 Doors at the Splash Pad and 2 Doors at the Concession Stand). The Server will reside at Rozar Park with Wireless Antennas providing internet connection from the remote restrooms back to the main building. Additionally, Cellular Units will be installed at Calhoun and Creekwood Parks to gain internet connection as well. Creekwood will also have Wireless Antennas to give connection between the Concession Stand and Splash Pad. The system can be programmed to lock and unlock at times desired by the City of Perry. The system will also have Readers at each door to give authorized personnel access by presenting an Access Keyfob specific to the individual. 2 Mobile Connections Included.

\*\*Additionally, the option to add cameras to the proposal is included as well. 12 Cameras at Rozar Park, 4 Cameras at Creekwood Park and 1 360 Degree Camera at Calhoun Park to be integrated into the Access Control System.

### STIPULATIONS

Constant 120 VAC Power Provided by Customer at Each Location and on Poles for Cameras to be Installed.

Internet Connection Provided by Customer at Rozar Park.

Cellular Plan Required for Connection at Calhoun and Creekwood Parks.

Cellular Plan Provided by Customer with Monthly Fee.

IT Administrator Required Upon Request.

Thank you for choosing BTV for your security needs!

Quote #005315 v1

2481 Rocky Creek Rd, Macon, Ga 31206

Page 2 of 20











Tony Yarbrough

Tony Yarbrough Systems Design Consultant **BTV Systems** 













P: 478-788-5281 E: Tony@btvsystems.com

### About Us

### Letter of Introduction

Since our inception in 1967, BTV Systems has been on the cutting edge of technology. We always offer to our clients the very best in technological solutions for their safety and security needs. We have become trusted partners to many companies of various sizes. BTV Systems not only offers their clients the latest technological solutions but we offer factory trained, certified and licensed staff to provide the best in installation, maintenance, service and support. The systems we provide and support are as follows; High Definition Video, Card Access, Fire, Intrusion and Audio.

BTV Systems is a Georgia based, family owned business for three generations. Throughout the three generations of Business Technology Solutions professionals working at BTV Systems; the business model has never changed, Superior Training, Advanced Technology and Dedicated Service. We welcome the opportunity to put all of this expertise to work for you!

### Mission Statement

Dedicated to Service, Focused on the Future.









### Rozar Park Access Control

Description	Qty
Genetec Security Center (GSC) Base Package - Version 5.9 which includes: 1 Directory, 5 Security Desk client connections (incl. Web Client), Plan Manager Basic, Alarm Management, Advanced Reporting, System Partitioning, Zone Monitoring, IO Modules Support	1
GSC-5.9 Software Version	1
GSC Synergis™ Standard Package which includes: 1 Access Manager. Max. 64 readers, Max. 1 Access Manager, Max. 5 clients, Badge Designer.	1
1 Security Center Mobile app connection	2
Streamvault 2000E Appliance - 1U 4 Bay Rackmount Server 12TB Raw. (1) Xeon E-2136 16GB RAM (2) 240GB M.2 SSD (3) 4TB SATA HDD (2) 1GbE RJ45 Ports (2) 350W PSU Windows Server 2019, Supports Data RAID 0, 1, 5, 6, 10. Licenses Sold Separately.	1
Synergis Cloud Link with 2GB of RAM, 16GB Flash, image installed with Synergis access control firmware, four RS-485 ports, PoE.	1
Genetec Advantage Flat Rate for 1 Unified Omnicast or Synergis Standard System - 1 year	1
RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF	4
ProxKey III Proximity Access Keyfob. *** If no card and programming options are specified at the time of purchase, keyfobs shall ship with an HID 26-bit H10301 format, with predetermined facility code and card number.	50
Mercury Intelligent Controller (LP1502), 16MB RAM Ethernet 8In/4Out/2Rd (Software Connections Included)	2
Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	2
GENETEC Power Enclosue 12VDC, 75W, 4 Reader	2
7 Amp Battery	2
ESTRIKE.CS450.CYL.MON.1224.US32D	4
Ubiquiti 5GHz NanoStation AC	4
Airmax Universal Mounting Bracket	3
Multi Conductor Card Access Cable Non Plenum	60
Cat6 Interior Cable	60

Quote #005315 v1

2481 Rocky Creek Rd , Macon, Ga 31206

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HD VIDEO





SECURITY



	Description
	Misc. Cables, Connectors, Hardware, Etc.
	Project Management: Design Etc.
	Technical Services
Subtotal	Technical Services
	Subtotal

### Rozar Park Video

### \*Optional

Description	Qty
Omnicast Professional Package includes:Arch support, Media Router, Audio, Remote Security Desk, Cam Sequences, Cam Blocking, Cam Dewarping, Time Zone, Edge recording, trickling and arch transfer, Max. 250 cams, Max. 10 Clients, Max. 20 Archivers.	1
1 camera connection	12
Genetec Advantage for 1 Omnicast Enterprise Camera - 1 Year	12
Network Outdoor Dome Camera	4
Network Outdoor Bullet Camera WDR IR	7
360 degree Dome Camera WDR IR	1
360 Degree Dome Pendant Kit	1
360 Degree Dome Pole Mount	1
POE Switch, 4 Camera Inputs, Indoor Enclosure, Dual Fiber Ports	4
Ubiquiti 5GHz NanoStation AC	5
Airmax Universal Mounting Bracket	5
Cat6 Interior Cable	100
Misc. Cables, Connectors, Hardware, Etc.	1
Bucket Truck Usage	2
Project Management: Design Etc.	2

Quote #005315 v1

2481 Rocky Creek Rd , Macon, Ga 31206

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P: 478-788-5281 E: Tony@btvsystems.com

### Rozar Park Video

### \*Optional

	*Optional One-Time Amount	\$24,040.31
Technical Services		40
Description		Qty

### Calhoun Park Tennis Access Control

Description	Qty
RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF	2
Mercury Intelligent Controller (LP1502), 16MB RAM Ethernet 8In/4Out/2Rd (Software Connections Included)	1
Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	1
GENETEC Power Enclosue 12VDC, 75W, 4 Reader	1
7 Amp Battery	1
ESTRIKE.CS450.CYL.MON.1224.US32D	2
Multi Conductor Card Access Cable Non Plenum	60
Cat6 Interior Cable	60
Misc. Cables, Connectors, Hardware, Etc.	2
Project Management: Design Etc.	2
Technical Services	20
Subtotal	\$6,205.73

### Calhoun Park Tennis Video

### \*Optional

Description		Qty
Hardened 2 TB 8 Port POE Appliance Recorder Ge	netec Security Center Pre-Installed.	1
1 camera connection		1

Quote #005315 v1

2481 Rocky Creek Rd, Macon, Ga 31206

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### Calhoun Park Tennis Video

### \*Optional

Description Control of the Control o	Qty
Genetec Advantage for 1 Omnicast Enterprise Camera - 1 Year	1
Axis P3719-PLE 15MP MultiDirectional NETWORK Camera, 360degree, IR ILLUMINATION, NDR	1
AXIS T94N01D Pendant Kit comprises a weathershield and a mounting adapter for AXIS P3717-PLE Network Camera. The mounting adapter is compatible with 1.5-inch NPS thread. The kit enables AXIS P3717-PLE to be mounted on walls, poles, parapets and outer corn	1
Pole Mount for Axis multi-sensor cameras. Closed back with cable gasket. Steel straps (65- 165mm are included).	1
POE Switch, 4 Camera Inputs, Indoor Enclosure, Dual Fiber Ports	1
Jbiquiti 5GHz NanoStation AC	2
Airmax Universal Mounting Bracket	2
flisc. Cables, Connectors, Hardware, Etc.	1
Project Management: Design Etc.	1
echnical Services	10

\*Optional One-Time Amount \$10,078.11

### Calhoun Park Cellular Connection

Description	Qty
STIPULATIONS	
Cellular Service and SIM Card Provided by Customer.	
Cradlepoint, Antenna, Misc. Cables, Connectors, Hardware, Etc.	1
Technical Services	2
Subtotal	\$810.00

Quote #005315 v1

2481 Rocky Creek Rd , Macon, Ga 31206

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P: 478-788-5281 E: Tony@btvsystems.com

### Creekwood Park Concession/Splash Pad Access Control

Description Description	Qty
RDR, RP40, MULTICLASS, SE E, LF STD, HF STD/SIO/SEOS, WIEG, PIG, BLK, STD-1, LED RED, FLSH GRN, BZR ON, CSN 32-BIT MSB, IPM OFF	4
Mercury Intelligent Controller (LP1502), 16MB RAM Ethernet 8In/4Out/2Rd (Software Connections Included)	2
Mercury MR52 2-reader interface module Series 3 (8 inputs, 6 relays, PCB only, software connections included)	2
GENETEC Power Enclosue 12VDC, 75W, 4 Reader	2
7 Amp Battery	2
ESTRIKE.CS450.CYL.MON.1224.US32D	4
Ubiquiti 5GHz NanoStation AC	2
Airmax Universal Mounting Bracket	2
Multi Conductor Card Access Cable Non Plenum	60
Cat6 Interior Cable	60
Misc. Cables, Connectors, Hardware, Etc.	2
Project Management: Design Etc.	2
Technical Services	40

Subtotal \$12,005.48

### Creekwood Park Concession/Splash Pad Video

### \*Optional

Description		Qty
Hardened 2 TB 8 Port POE Appliance Recorder Gen	etec Security Center Pre-Installed.	1
AXIS P1447-LE Fixed Bullet Network Camera - Comp night, fixed bullet camera providing Forensic WDR a conditions. IR corrected varifocal 2.8-8.5 mm F1.2 P	and Lightfinder for demanding light	4
Genetec Advantage for 1 Omnicast Enterprise Came	ora - 1 Year	4
1 camera connection		4
Ubiquiti 5GHz NanoStation AC		3

Quote #005315 v1

2481 Rocky Creek Rd , Macon, Ga 31206

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### Creekwood Park Concession/Splash Pad Video

### \*Optional

3
1
1
200
1
1
25

\*Optional One-Time Amount \$14,338.14

### Creekwood Park Cellular Connection

	Subtotal	\$810.00
Technical Services		2
Cradlepoint, Antenna, Misc. Cables, C	onnectors, Hardware, Etc.	1
Cellular Service and SIM Card Provide	ed by Customer.	
STIPULATIONS		
Description		Qty

### **Shipping**

Description		Qty
Shipping and Handling		1
	-4 - 119-30 Vestion-property control of the	001 W 1 W 1 W 1 W 1 W 1 W 1 W 1 W 1 W 1
	Subtotal	\$312.60

Quote #005315 v1

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### Gold Service Level Support Plan

### BTV Systems Gold Service Level Support Plan

Remote Technical Services
24 Hour Reduced After Hours Labor Rate
Onsite Technical Support
Firmware, Software Updates and Support
Access to Remote Training and Videos
Onsite Training Services
Bi-Annual Analysis and Maintenance Review of System Health
Annual System Cleaning and Optimization
Administrative Cost
Replacement or Loaner Equipment
Guaranteed 8 Hour Response
Guaranteed Repair in 48-72 Hours
Service Call Priority Placement
Mobile Application Support
Access to BTV Systems Gold Partner Portal
Virus Protection
Cyber Security Protection

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Gold

ACCESS CONTROL







<sup>\*</sup>Fee based software upgrades and support not included



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### Gold SLA Plan

### \*Optional

Description	Qty
Gold Service Level Agreement Monthly	1

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2481 Rocky Creek Rd , Macon, Ga 31206













P: 478-788-5281 E: Tony@btvsystems.com

### Access Control/Video System 5315 111419

### Prepared for

City Of Perry 1060 Keith Dr. Perry, GA 31069 Sedrick Swan sedrick.swan@perry-ga.gov (478) 988-2863

### Prepared by



BTV Systems
Tony Yarbrough
912-223-1724
Tony@btvsystems.com

### **Quote Information**

Quote #: 005315

Version: 1

Delivery Date: 07/01/2020 Expiration Date: 09/30/2020

### **Quote Summary**

Description	Amount
Rozar Park Access Control	\$22,973.86
Calhoun Park Tennis Access Control	\$6,205.73
Calhoun Park Cellular Connection	\$810.00
Creekwood Park Concession/Splash Pad Access Control	\$12,005.48
Creekwood Park Cellular Connection	\$810.00
Subtotal	\$42,805.07
Shipping	\$312.60
Total	\$43,117.67

### \*Optional Expenses

Description	Amount
Rozar Park Video	\$24,040.31
Calhoun Park Tennis Video	\$10,078.11
Creekwood Park Concession/Splash Pad Video	\$14,338.14
Optional Subtotal	\$48,456.56

### \*Optional Plans

Description	Recurring	One-Time
Gold SLA Plan	\$359.31	\$0.00

By agreeing to purchase or use our products implies that you have read and accepted all terms and conditions.

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SECURITY



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	<del></del>	
Signature	Date	

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HD VIDEO







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### Terms & Conditions

### BTV SYSTEMS, INC.

- 1. PRINTED AGREEMENT None of the PRINTED AGREEMENT or its terms and conditions may be altered without the express written approval of an officer of the company.
- 2. **SELLER** agrees to install specified system on premises and to make any necessary inspections and tests to deliver system to purchaser in operating condition in accordance with standard installation procedures of seller. The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and seller's installation schedule.
- 3. WARRANTY BTV Systems, Inc. promises to furnish a replacement part for any portion of your security system that proves to be defective under normal use for a period of one year from the date of installation. We reserve the right to use reconditioned parts in fulfillment of this warranty.
  - a. BTV Systems, Inc. extends to purchasers, warranties for equipment not made by us granted us by manufacturers of such equipment used in our home systems. We will return this to the original manufacturer for fulfillment of their warranty obligations.
  - b. We will furnish the labor for 90 days to remove and replace the defective part during the same one year period.
  - c. BTV Systems, Inc. makes no other warranty except as herein specifically set forth, particularly any warranty of merchantability or fitness for any particular purpose, either express or implied in law.
  - d. GENERAL: Furnishing of parts and labor as described above shall constitute fulfillment of all BTV Systems, Inc. obligations with respect to this warranty, and replacement parts will be warranted only for the unexpired portion of the original warranty.
  - e. A bill of sale, cancelled check, or payment record should be kept to verify purchase date and establish warranty period.
  - f. To obtain service, during business hours call 478-788-5281. After business hours call 800-372-1867.
  - g. We will perform service during normal working hours. For emergency service, we will charge you an emergency service labor premium.
  - h. This warranty applies only to units sold and retained within the continental USA. This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood or acts of God.
  - i. This warranty does not cover service calls which do not involve defective workmanship or materials.
  - j. BTV SYSTEMS, INC. WILL NOT BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES.
- 4. **SELLER NOT AN INSURER** It is understood and agreed: That Company is not an insurer; that insurance, if any, shall be obtained by Subscriber. BTV SYSTEMS MAKES NO GUARANTEE OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT.

### 5. PURCHASER RESPONSIBILITIES -

- Purchaser is required to provide reasonable access to all areas of facility for installation and service.
- b. Purchaser is required to notify BTV Systems of all safety hazards and any applicable MSDS information.
- c. Purchaser agrees to be responsible for additional labor and materials required due Client network; configuration, requirements or access. BTV Systems will identify any related issues in advance to Purchaser before work is performed.
- d. Purchaser agrees to be responsible for additional charges due to delays caused by Client's; IT Department, Contractors or Personnel.
- e. Purchaser agrees to be responsible for any charges produced by changes in; architectural details, design or client preferences.
- f. Purchaser agrees to interest. Any amounts due to BTV Systems and is past due for 15 days will be subject to a one and one half percent (1 1/2%) interest charge each month on the unpaid balance, this being equivalent to 18% per year or will be subject to the maximum annualized interest rate allowed by law. The minimum interest on unpaid balance is \$5.00 monthly.
- g. If Purchaser signs proposal for any monitored system or enters into an agreement for a Partner Support Plan, Purchaser agrees to pay BTV Systems a monthly fee as noted on front side herein for one (1) year from the date of this agreement and renewable for one (1) year periods thereafter automatically, unless notice of cancellation is given 90 days prior to expiration of this agreement by either party or a cancellation fee equal to 3 months fee applies. Further, by acceptance of these Terms and Conditions, Purchaser agrees to the terms of the Partner Support Agreement, a copy of which will be provided.
- h. Purchaser agrees that BTV Systems is not a general insurer of loss, but a provider of security equipment and/or monitoring service. Purchaser acknowledges the need and responsibility to maintain appropriate insurance to cover any loss which may occur.

### 6. PAYMENTSCHEDULE

- a. 50% down payment due at signing of proposal or issuing of purchase order.
- b. Remaining balance due as work is completed Progress or Billing.

I/We understand the Terms and Conditions of BTV Systems, Inc.

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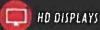
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P: 478-788-5281 E: Tony@btvsystems.com

### Gold Partner Plan Agreement

### **AGREEMENT**

### WITNESSETH:

WHEREAS, CLIENT desires that BTV, furnish services and/or install equipment at the premises described. NOW THEREFORE, for and in consideration of the terms and conditions contained herein and other good valuable considerations, the receipt of which is hereby acknowledged, the Parties agree as follows:

### 1. TERMS AND SERVICE PARTNER TYPE

The initial term of this contract is for \_1\_ year or for the Term of the Gold Partner Plan (GPP); whichever is greater. After the expiration of the initial term, this Agreement will be automatically renewed for an annual term on a year-to year basis unless either party terminates this agreement by written notice to the other party. Written notice of intent not to renew must be provided by the non-renewing party at least 90 days prior to the expiration date of the current term or a cancellation fee equal to 3 months fee applies. The charges incurred for the services provided pursuant to this Agreement are specifically set forth below. The BTV Service Partner services will begin after successful installation of all equipment, after the equipment is operational, and when the necessary communications connection is completed. A completion and start of service letter will be submitted to the CLIENT at final inspection and such date will be the beginning date for services under this Agreement.

### 2. EARLY TERMINATION OF CONTRACT

The services to be furnished by BTV, hereunder shall commence on the date outlined in Article 1, and shall continue for the term set forth above. As such, by agreeing this Agreement, the CLIENT agrees that if this contract is terminated during its term, CLIENT will pay BTV an amount equal to three months fee as an early termination fee and not a penalty.

A written notice of intent to cancel must be sent by CLIENT to BTV and such notice must give BTV 90 days notice of CLIENT'S intent to terminate this agreement early. Delivery of notice shall be accomplished by first class, certified U.S. Mail to: BTV SYSTEMS, 2481 Rocky Creek Road, Macon, Georgia. Such notice shall contain the description of the "cause" alleged to be the reason for cancellation. BTV shall be paid for said 90-day period and shall continue to provide service to CLIENT for said 90 days. If CLIENT does not wish to have BTV continue its services during said 90-day period, BTV will honor this wish, but BTV shall still be entitled to payment nonetheless.

### 3. INCREASES IN CHARGES

BTV reserves the right to increase the annual service charge at any time after the first year of this agreement with 30 days written notice to CLIENT prior to the increase. Should CLIENT object to this increase, a written objection must be provided to BTV offices within 30 days of receipt of BTV's notification of increase in service charge. BTV reserves the right to negotiate the increase with CLIENT upon receipt of notification. If both parties cannot reach an agreement regarding the increase, CLIENT may terminate this contract in writing, within ten days of BTV's denial of waiver of the increase. Should this contract be terminated under the conditions provided in this section, BTV shall waive its right to all early termination fees outlined in Article 2.

### 4. <u>ADDITIONAL CHARGES</u>

CLIENT agrees to pay all imposed false alarm fees, charges, assessments, imposed either directly or indirectly, by any governmental agency, including, but not limited to, the police department or the fire department. Further, CLIENT agrees to pay all telephone or other transmission charges for any telephone number, area code, or other changes which may be necessary. CLIENT agrees to pay BTV any increase in costs for facilities used for transmitting signals which operate the system contracted for in this Agreement. Should CLIENT terminate this Agreement early, any charges that have been assessed against CLIENT for any of the above occurrences, will be due immediately upon notification of termination and in addition to the other fees required by the termination clause of this Service Level Agreement.

### 5. <u>BTV IS NOT AN INSURER</u>

BTV IS NOT AN INSURER against loss, but a provider of security equipment and/or monitoring service. CLIENT acknowledges the need and responsibility to maintain appropriate insurance to cover any loss which may occur at the Premises where BTV's equipment and/or services are provided. Amounts received by BTV under this Agreement are based on the equipment purchased and services BTV performs pursuant to this Agreement. BTV's obligations to provide equipment and/or services are completely unrelated to the value of property on the premises. The payments made to BTV hereunder are not intended as an insurance payment, nor is BTV to assume the risk of any damage to CLIENT resulting from acts of nature or third parties. Should loss or injury to any persons or property occur, CLIENT agrees to look exclusively to its insurer to recover any damages incurred. By signing this Agreement, CLIENT hereby agrees to hold BTV harmless and waive all subrogation and any other right of recovery against BTV that any

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HD VIDEO







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insurer or other person may have as a result of paying any claim for loss or injury to any other person.

### 6. BTV'S LIMITED LIABILITY

By signing this Agreement, CLIENT agrees that BTV, its agents, employees, or any affiliate are exempt from liability for any loss or damages, injuries or consequences, whether direct, indirect, or consequential, arising either indirectly or directly from the services and/or equipment BTV provides under this Agreement regardless of the cause thereof including but not limited to damage from accidents, thefts, Acts of God, natural disasters, war, terrorism, civil riots, electrical surges, failure to properly operate equipment or any portion of the equipment, failure to follow operating instructions, damage or nonperformance due to a change in telephone service, a non-traditional telephone line (such as a DSL, VOIP, ADSL, etc.), trouble in the telephone lines, interruption of power, home repairs needed to window, window casings, window foiling, security screens, security bars, doors, door frames, weather stripping, exterior mounted devices or read only memory, maintenance done to establishment or residence which creates damage, alterations to the premises, alterations made at CLIENT'S request and not necessary, alterations necessary due to a change CLIENT has made on the premises, any discontinuation of power to your business or residence, any interruption created by the power company, any damage made to your power source by any means, any other non system related electrical malfunction, and any other damage to your premises not within the control of BTV. In the unlikely event it should be conclusively determined that BTV, its agent, employee, or any affiliate is either directly or indirectly responsible for any such loss, damage, injury, or other consequence, by signing this Agreement CLIENT agrees that the damages to be paid to CLIENT by BTV shall be limited to the greater of \$1000.00 or 15% of the annual service charge CLIENT pays to BTV under this Agreement. Said amount is not a penalty, rather, these agreed upon liquidated damages are your sole remedy no matter how the loss, damage, injury, or other consequence is caused, even if caused by the negligence, gross negligence, failure to perform duties under this Agreement, strict liability, failure to comply with any applicable law, or other fault of BTV. CLIENT agrees that these liquidated damages are agreed upon and are fair and accurate and a determination of actual damages would not be possible and this agreed limitation allows for fair compensation for any loss which may be suffered by CLIENT. At specific request, and if agreed upon in writing, BTV may assume additional liability by charging CLIENT an additional fee and setting out the terms, fees, and specific parameters of such an agreement in writing to be attached to this document as a modification of section 7 only, signed and dated by all parties. Any such modification may provide additional monies to CLIENT, but does not change the nature of BTV's limited liability.

### 7. EXCLUSIVE DAMAGES

BTV is not liable to CLIENT or any other person for incidental or consequential damages of any kind. The only damages CLIENT is entitled to, or liability assumed by BTV, are specifically set forth in Section 7 of this Agreement as your exclusive remedy.

### 8. HOLD BTV HARMLESS

Should any lawsuit or claim be filed by any party against BTV, its agents, employees, or any other entity or person, which arises out of either the product or equipment BTV provides to CLIENT or services BTV has agreed upon within this Agreement, by signing this Agreement, CLIENT agrees to be solely responsible for, and to indemnify BTV and hold BTV harmless from, any such claim or lawsuit. This includes, but is not limited to, damages, expenses, costs and attorney fees. By signing this agreement, CLIENT acknowledges this duty or obligation survives the expiration or early termination of this Agreement and applies even if such a claim or suit arises from the negligence, or failure of BTV to perform its duties under this Agreement, strict liability, BTV's failure to comply with applicable law, or any other fault. This obligation does not extend to any matters arising out of the willful acts or omissions of BTV.

### 9. OWNERSHIP OF EQUIPMENT

If the services contracted for within this Agreement are based on a system or systems owned by BTV, BTV maintains the right upon termination of this Agreement to remove, disable, or abandon all or any portion of its BTV owned system. CLIENT agrees to grant BTV access to the system to remove it and CLIENT agrees not to destroy, disable, or otherwise attempt to remove the system. BTV is not responsible for any repairs, redecorating expenses, or expenses arising from rearranging the premises after removal of the system. Any such removal by BTV does not limit CLIENT'S responsibility for any unpaid charges owed to BTV.

### 10. INSTALLATION

BTV agrees to install the listed equipment in a workmanlike manner, and in return CLIENT must insure and/or acknowledge the following:

- 1. A landline type phone connection is available- a digital line is NOT acceptable or compatible;
- 2. Installation may require drilling, nailing, or other such hanging devices into your premises;
- CLIENT will meet with a BTV representative to insure any and all electrical outlets are available to be dedicated to the system at the required specifications;
- Should carpeting, linoleum, or any other type of flooring need to be removed and reinstalled to install the system, CLIENT will have it lifted prior
  to BTV's arrival. Should such measures be necessary, a BTV representative will discuss it with CLIENT prior to the date of installation;
- CLIENT will warrant to BTV that;
  - a. CLIENT owns the premises on which the system is to be installed or have the authority to authorize installation;
  - b. The requested equipment and services named in this Agreement are for your own use and not the use of another party;
  - c. CLIENT will comply with all local, state, and city laws, ordinances, and regulations pertaining to the system CLIENT had installed;

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- d. BTV will do its best to conceal all wiring and any other part of the system CLIENT wishes us to conceal, but CLIENT agrees BTV will be instructed as to your exact specifications; and
- No water intrusion damage, mold, fungi, wet or dry rot or bacteria exist in the walls in which BTV will be installing equipment, nor will BTV
  be responsible for any such damage.

### 11. WARRANTY

For a period of six months from the date of installation, BTV will repair or replace, at our option, any defective part of the system including any wiring required. BTV will make any mechanical adjustments at no charge to CLIENT throughout this time and use only functionally operative or new parts as replacements. This warranty is nontransferable. After six months, BTV will repair or replace, at our option, any part of the system, including batteries, requiring replacement due to ordinary wear or tear or malfunction of the system for a reasonable fee to be agreed upon at the time of service. BTV will provide warranty services during normal working hours. Any services requested outside of normal working hours may be subject to additional fees for labor. Should your system have a specialty part not normally installed in BTV systems, but created for your special purposes, an additional replacement cost may apply. This warranty specifically excludes the following events: damage from accidents, thefts, Acts of God, natural disasters, war, terrorism, civil riots, electrical surges, failure to properly operate equipment or any portion of the equipment, failure to follow operating instructions, damage or nonperformance due to a change in telephone service, a non-traditional telephone line (such as a DSL, VOIP, ADSL, etc.), trouble in the telephone lines, interruption of power, home repairs needed to window, window casings, window foiling, security screens, security bars, doors, door frames, weather stripping, exterior mounted devices or read only memory, maintenance done to establishment or residence which creates damage, alterations to your premises, alterations made at your request and not necessary, alterations necessary due to a change CLIENT has made on your premises, any discontinuation of power to your business or residence, any interruption created by the power company, any damage made to your power source by any means, any other non system related electrical malfunction, and any other damage to your premises not within the control of BTV. BTV only warrants the systems it installs and no other systems. NO OTHER WARRANTIES APPLY BTV MAKES NO GUARANTEE OR WARRANTY OF ANY KIND INCLUDING ANY IMPLIED WARRANTY, IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED OR OTHER WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE. WITH REGARD TO SERVICES PROVIDED, BTV SET FORTH ITS EXCLUSIVE REMEDIES ABOVE AND IS NOT LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### 12. CONTROLLING LAWAND SEVERABILITY

All parties agree that this Agreement is made in and governed by the laws of the State of Georgia. Should any portion of this Agreement be determined to be invalid, unenforceable or in conflict with the law, that that specific provision(s) shall be amended or severed to the specific degree deemed by the court and the remainder of the Agreement will remain in full force and effect except for any such severed provision.

### 13. REPAIRS

BTV will perform repairs upon your request. BTV will replace parts upon your request. BTV will do so at the market price for both parts and labor at the time the repair is requested. BTV will put forth its best effort to provide a good faith estimate prior to the repair.

### 14. ASSIGNMENT

The Assignment of this Agreement by CLIENT is prohibited without prior written consent of BTV. CLIENT acknowledges that BTV may use subcontractors and agrees that BTV has the right to assign this Agreement or to subcontract any of BTV's obligations without further notification.

### 15. ENTIRETY

This Agreement constitutes the entire Agreement between CLIENT and BTV. By signing, CLIENT admits that CLIENT is not relying on any advice or advertising of BTV. CLIENT further agrees that BTV is not bound by any representation, condition, promise, inducement, or warranty, either implied or expressed, that is not expressly codified within this document. This Agreement shall govern even if inconsistent with any other document.

### 16. SERVICES

### A. Remote Technical Support - Gold:

BTV's Remote Technical Support is defined as any technical advice, guidance or support provided to Partners via phone, fax or remote computer access. Remote support is available to all Partners during hours noted below.

Gold Level - Mon.-Thurs. 0800-1700 & Fri. 0800-1400

Reduced Rates - After Hours, Weekends and Holidays

### B. Onsite Technical Support - Gold:

BTV's Onsite Technical Support is defined as any technical advice, guidance or support provided to Partners at their facility by any BTV personnel or any BTV affiliate. Service Partners receive first priority scheduling. Onsite technical support limitations are the cost of the plan and honored during hours noted below.

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Gold Level

- Mon.-Thurs. 0800-1700 & Fri. 0800-1400

### C. Replacement Equipment -Gold:

BTV will replace defective equipment; servers, switches and cameras. Replacement equipment will be installed in the place of damaged equipment. BTV will attempt to match brand, make and model as much as possible considering availability of inventory. This purpose is to avoid call-back and handle all returns to the Manufacturers. The replacement equipment will then be owned by Customer and BTV will retain ownership of defective equipment to be repaired and placed within the replacement inventory.

### D. Loaner Cameras - Gold:

BTV will maintain a limited amount of loaner cameras. Loaner cameras will be installed in the place of damaged cameras that are removed for an extended period of time for repair or replacement. BTV will attempt to match brand, make and model as much as possible considering availability of inventory. In the event that the loaner stock is exhausted BTV will not be held responsible for providing a loaner camera.

### E. Access to Remote Training and Videos - Gold:

BTV service partners will be given access to available training videos through links provided by BTV systems by email or website upon Request. Remote training may also be provided through remote web conference, phone, fax or teleconference.

### F. System Analysis and Optimization -

- Bi-Annual Analysis Gold Every six months BTV conducts a remote evaluation and inspection of your system's status, firmware, software and logs. Once completed BTV provides a report outlining the health, capability and general system status. If applicable, BTV will also make suggestions on how our partners could improve their system.
- Annual System Cleaning and Optimization System cleaning and optimization consists of an onsite evaluation of the system's software, settings, camera views\*, and setup. Upon completing an evaluation, a BTV representative makes any necessary changes to the system and issues a report of the changes in the evaluation.

\*Any equipment housed 12'+ above the ground could require an additional charge for testing, adjustments or alterations.

### G. Firmware and Software Updates - Gold:

BTV provides all necessary firmware and software updates during a partner's regularly scheduled system analysis and maintenance. All fee based updates or upgrades will be an additional charge. In the event the partner's system is not remotely accessible and a BTV technician must be onsite for update or upgrades, the hours used will be applied to the clients limited onsite support when applicable.

### H. Monitor Health of System - Gold:

BTV provides all necessary firmware and software to be able to monitor\* the Customers health of the system. This includes monitoring the connectivity of cameras to server as well as the server to the Internet. To provide this customer must agree to allow BTV Systems to install our Software on servers and or work stations associated. We will monitor the integrity of the server, power supplies, hard drives, operating systems and operating temperatures.

\*As long as connectivity software and tools are not disconnected from the internet.

### i. Administrative Cost -Gold:

Any administrative cost incurred during the execution of service for a Service Partner will be included. Fees covered include shipping & handling\*\*, administrative hourly charges, RMA fees, postage, etc.

\*\* Any item requiring special shipping to include but not limited to large freight, lift gate service or advance shipping needs may require additional charges for the client.

### J. Guaranteed Response - Gold:

BTV will, try to the best of its ability, provide expedited response to any client's needs. In the event a service partner requires response, BTV will guarantee that response of 8 hours. Response to a verified issue or incident may be done by telephone, e-mail, in-person, fax or remote support.

### K. Guaranteed System Repair in 72 hours - Gold:

In the event a Platinum client requires repair to their system, BTV will attempt to repair the damaged system within the first 72 hours after BTV has verified the issue or incident. BTV cannot guarantee repair in the event of catastrophic damage, natural disasters, acts of God, total system failure, vandalism, or any other event causing significant system damage.

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### L. Priority Service Call Placement - Gold:

A Gold Partner request will take priority over other service calls by non-service partner clients. All service requests may receive secondary placement to requests from "mission critical" facilities such as hospitals, detention facilities, US defense facilities, and crucial public works departments.

### M. Mobile Application Support - Gold:

BTV has technology available in most cases that can help with remote in capabilities and the aptitude of supporting various mobile devices.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and year above first written.











### Region 6 Georgia Academy for Economic Development make-up session that was planned for 9/1/20 in Milledgeville at CGTC

1 message

Tonya Mole <Tonya.Mole@dca.ga.gov>

Wed, Jul 29, 2020 at 7:41 AM

"ppelt@milledgevillega.us" <ppelt@milledgevillega.us>, "Tinajimfain@gmail.com" <Tinajimfain@gmail.com>, "WAReynolds@live.com" <WAReynolds@live.com>, "Elliott, Mark" <Mark.Elliott@mail.house.gov>, Paul Chapman <p.chapman@crawfordcountyga.org>, "kearse4@gmail.com" <kearse4@gmail.com>, "Kgunn@centralgatech.edu" <Kgunn@centralgatech.edu>, Anya Turpin <anya.turpin@perry-ga.gov>, "tonywagoner@robbinsfree.com" <tonywagoner@robbinsfree.com>, "scottfree@robbinsfree.com" <scottfree@robbinsfree.com>, "annie.warren@perry-ga.gov" <annie.warren@perry-ga.gov>, "lee.parker@perry-ga.gov" <lee.parker@perry-ga.gov>, "brian.utley@morris.bank" <bri>sprian.utley@morris.bank>, "jonescochamber@jonescounty.org" <jonescochamber@jonescounty.org>, "Milani, Steve E." <semilani@southernco.com>, Emily Hopkins <emily@newtownmacon.com>, "atarpley@mbcia.com" <atarpley@mbcia.com"</p> <seanchristophersapp@gmail.com>, "tommy@tommyjohnston.com" <tommy@tommyjohnston.com>, Simonia Blassingame <Sblassingame@forsyth-monroechamber.com>, "michaela-jones@peachcounty.net" <michaela-jones@peachcounty.net>. "Shanita-Bryant@peachcounty.net" <Shanita-Bryant@peachcounty.net>, "wayne-smith@peachcounty.net" <waynesmith@peachcounty.net>, James Lassetter <jlassetter@peachschools.org>, Sandy White <econdev@hawkinsvillega.net>, "jwojtas@paxisgroup.com" <jwojtas@paxisgroup.com>, "emily@eatonton.com" <emily@eatonton.com>, "Michael.Abbruzzese@kaminllc.com" <Michael.Abbruzzese@kaminllc.com>, "virginia.rozier@wilkinson.k12.ga.us" <virginia.rozier@wilkinson.k12.ga.us>, Brenda Broach <iveytownhall@windstream.net>, "O'Quinn, Michael" <MOQuinn@accg.org> Cc: Kelly Lane <kelly.lane@dca.ga.gov>

Good morning, out of an abundance of caution and being unable to plan for many unknowns, the decision has been made to cancel our Spring Academy make-up session that was scheduled for 9/1/20. If you would like to request a prorata refund, please email Kelly Lane at kelly.lane@dca.ga.gov by close of business on Friday, August 14<sup>th</sup>. All refunds will be issued after this date in the form of a check. Please provide Kelly, via email, with the following information:

- 1. Name of participant
- 2. Whom should the check be made payable to?
- 3. Address to mail the check
- 4. Session Location

Please plan to join us in early 2021 for our newly designed Georgia Academy that will be presented at locations around the State. Registration information for these sessions will be released later in the Fall. Please note that because the format of the sessions beginning in 2021 is new, we are unable to issue a credit in the place of a pro-rata refund.

Thank you,

d



Tonya Mole, EDFP
Region 6 Representative
Georgia Department of Community Affairs
PO Box 871
Dublin, Georgia 31040

Mobile 404-852-6876 Tonya.Mole@dca.ga.gov Learn more about our commitment to fair housing,

