

CITY COUNCIL
LESLIE MCPHERSON, MAYOR DANNY
CARTER, MAYOR PRO TEM SHIRLEY
MARCHMAN
MATTHEW MOMTAHAN
STEPHANIE WARMOTH
ANNA MCCOY

City of Villa Rica



INT CITY MANAGER: JEFF REESE
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

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

MAYOR & COUNCIL WORK SESSION AGENDA

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

August 13, 2024 | 1:30 PM

Review of the Agenda (Mayor Leslie McPherson)

A. Governing Body (Mayor Leslie McPherson)

1. Amendment to Ordinance Section 2-30 - Terms for Members of Boards, Commissions and Authorities (Kevin Drummond, City Attorney)
2. Appointment to Villa Rica Development Authority (VRDA)
3. Amend WIC Lease (Kevin Drummond, City Attorney)
4. Intergovernmental Agreement with Carroll County for Ad Valorem Tax Collection
5. Discussion of the Need for the Chair of Mayoral Committees to Give Updates on those Meetings to Full Council

B. Building Development Tracy Jarvis, Director

1. Villa Rica Civic Center & Sport Complex Scoreboard Replacements (Nic Griffin, Project and Development Official)

C. Community Development (Nina Shabazz, Director)

1. Public Hearing - Extension of Rezoning for 55 and 63 Goldworth Road - Avemore (RA-06-18) (Nina Shabazz, Director)
2. ABL-05-24 5 Star Food Mart, LLC and Public Hearing (Whitney Cox, Licensing Specialist)
3. VA-09-24 – Two variance requests: reduce the minimum landscape strip from tenfeet to five feet and encroach within the Commercial, medium-density (C2) 45-rear building rear setback by 16 feet for 738 W Bankhead Hwy and Public Hearing (Shaun Daniels, Planner)
4. RA-03-24 – Rezoning two parcels from Industrial Low Density (I1) to Commercial Medium Density (C2) for property at 615 Industrial Blvd. and Public Hearing (Shaun Daniels, Planner)
5. Approval of Temporary Signage for 19th Annual Villa Rica Frontiers' Rodeo (Nina Shabazz, Community Development Director)

D. Human Resources (Tiffany Jenkins, Interim Director)

1. FY25 Medical and Ancillary Insurance Renewal (Wendell Strickland, CEO of Strongside Solutions)
2. FY25 Insurance Premium Rates (Tiffany Jenkins, Director)

E. Library (Dr. Rachel Linn, Manager)

1. Library Board Appointment (Dr. Rachel Linn, Manager)

F. Parks, Recreation & Leisure Services (Tracie Ivey, Director)

1. Three Rivers Commission - Area Agency on Aging Contract for Services Fiscal Year 2025 (Traci Ivey, Director)

G. Police (Michael Mansour, Chief)

1. Police Patrol Vehicles (FY2025) (Michael Mansour, Chief)
2. Police Patrol Vehicle (FY2024) (Michael Mansour, Chief)
3. CID Vehicle (Michael Mansour, Chief)

H. Public Works (Hal Burch, Director)

1. Surplus items to sell on Gov Deals (Chris Maddox, Fleet Manager)
2. Paving Update, Discussion Only (Bobby Elliott, Consultant)

I. Utilities (John Bain, Director)

1. Shoreline Lift Station and Forced Main Reroute and Upgrade (Jeff Reese, Interim City Manager and John Bain, Director)
2. Cowans Lake Pump Replacement (John Bain, Director)

J. Finance (Jennifer Hallman, Finance Director)

1. FY24 Budget Amendments #250-261 (Jennifer Hallman, Director)
2. FY24 Audit & Single Audit Services with Mauldin & Jenkins, LLC (Jennifer Hallman, Director)

K. City Manager (Interim City Manager, Jeff Reese)

1. Renewal agreement with Placer Labs, Inc., d/b/a/ Placer.ai (Diana DeSanto, Deputy City Manager)
2. Acceptance of the Safe Streets and Road for All (SS4A) Grant Award and to utilize the Foresite Group for Professional Services for the grant agreement process. (Diana DeSanto, Deputy City Manager)

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



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Ordinance Section 2-30 - Terms for members of boards, commissions and authorities.

AGENDA DATE: August 13, 2024

DATE PREPARED: August 7, 2024

PREPARED BY: Kevin W. Drummond, Ashleigh B. Smith

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PURPOSE: Villa Rica City Ordinance Section 2-30 sets “[a]ll terms of office for all members of boards, commissions and authorities of the city shall run from January 1 until December 31 of each year during the term of office.” If applied to the Villa Rica Development Authority, Ordinance Section 2-30 would have simply extended the Villa Rica Development Authority Directors’ terms to December 31st of the current year of expiration. However, after the City Ordinance Section 2-30 was adopted, Georgia Act 471 was passed. Georgia Act 471 amends the Development Authority Act to limit the hold-over period to six months following the expiration of a director’s term. Therefore, extending several of the Villa Rica Development Authority Directors’ terms to December 31, would violate the six-month hold-over limit. As such, The City has proposed that Section 2-30 of the Villa Rica Code of Ordinances be amended to exclude the Ordinance’s application to the Villa Rica Development Authority.

STAFF RECOMMENDATION: Staff recommends that the Council approve the amendment to Ordinance Section 2-30.

MOTION: I move to approve the amendment to Ordinance Section 2-30 attached hereto to be effective immediately.

CITY OF VILLA RICA
AMENDMENT TO ORDINANCE

WHEREAS, Sec. 3.12 of the City Charter of the City of Villa Rica provides for the appointment of members to Boards, Commissions and Authorities of the City; and

WHEREAS, Sec. 2-30 of the City of Villa Rica Ordinances provides for the system for service for members of Boards, Commissions, and Authorities; and

WHEREAS, the Mayor and Council wish to amend Sec. 2-30 of the City of Villa Rica Ordinances to comply with O.C.G.A. § 36-62-4.

NOW, THEREFORE, be it hereby ordained by the Mayor and Council of the City of Villa Rica that Sec. 2-30 of the Code of Ordinances of the City of Villa Rica be amended as follows:

1. **Section 2-30 – Terms for members of Boards, Commissions and Authorities.** All terms of office for all members of Boards, Commissions and Authorities of the City, except for the Directors (members) of the Villa Rica Development Authority, shall run from January 1 until December 31 of each year during the term of office. The purpose of this revision is to conclude the service of each member appointed to a Board, Commission and Authority, except for the Villa Rica Development Authority, during their term of service on December 31 of the final year of that term. Each member of a Board, Commission and Authority shall continue in office until their successor has been duly appointed according to law.

IT IS SO ORDAINED on this the _____ day of _____, 2024.

Leslie McPherson, Mayor
City of Villa Rica, Georgia

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Appointment to Villa Rica Development Authority

AGENDA DATE: August 13, 2024

DATE PREPARED: August 8, 2024

PREPARED BY: Theresa Campbell, City Clerk

AMOUNT: NA

GL ACCOUNT #: NA

FUNDING SOURCE: NA

BUDGETED ITEM? NA

PUBLIC HEARING: NA

PURPOSE: Appointment of new member to the Villa Rica Development Authority

BACKGROUND: The Villa Rica Development Authority, VRDA, was created to develop and promote for the public good and general welfare trade, commerce, industry and employment opportunities in the City of Villa Rica, thereby promoting the general welfare of its citizenry. The VRDA is comprised of seven directors who must be taxpayers in the City of Villa Rica and are recommended by the Mayor and are appointed by the City Council to serve four-year terms. Due to current State law changes governing hold over periods for the directors on Development Authorities these four-year terms begin at the date of appointment.

The Villa Rica Development Authority has two current vacancies. The current remaining directors have received applications and requested Mr. Joseph “Jody” Folsom and Mr. Thomas Scott Wilson be recommended to fill those vacancies. Mr. Folsom and Mr. Wilson are both taxpayers in the City of Villa Rica.

RECOMMENDATION: Mayor Leslie McPherson recommends the appointments of Mr. Joseph “Jody” Folsom to the full term and Mr. Thomas Scott Wilson to fill the remainder of the unexpired term for Mr. Tom Flowers.

MOTION: I move to approve the appointments of Mr. Joseph “Jody” Folsom to the Villa Rica Development Authority for a term of August 1, 2024 through September 31, 2028 and Mr. Thomas Scott Wilson for a term of 2/01/2021 through 1/31/2025.



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



APPLICATION FOR BOARD, COMMISSION OR AUTHORITY APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: Joseph (Jody) Eugene Folsom

Occupation: Director of operation Employer: West Metro Glass Company

Home Address: 1028 Landon Drive City: Villa Rica Zip: 30180

Home Phone: () Home E-Mail: folsom5639@gmail.com

Work Phone: (770) 407-9548 Work E-Mail: jfolson@westmetroglassco.com

Cell Phone: (770) 990-4477 Preferred E-Mail: ☒ Home ☐ Work

a) Which Board(s) or Commission(s) do you wish to be appointed to?

- Cemetery Commission
- Library Advisory Board
- Historic Preservation Commission
- Main Street Advisory Board
- ☒ Planning & Zoning Commission
- Recreation Advisory Commission
- Housing Authority Board

{ INDUSTRIAL DEVELOPMENT BOARD }

b) How long have you been a resident of the City of Villa Rica? 18 Years ____ Months

c) Do you own a business within the city limits of Villa Rica? No

If yes, what is the name and address of business?

d) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

e) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

f) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

g) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:

h) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☒ No If yes, please explain:

i) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No

If yes, please explain:

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

I wish to see Villa Rica grow in the right direction.

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

APPLICANT STATEMENT

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

Signature

Printed Name

Date

Please return signed application to:

Theresa Campbell, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

Fax: 770-459-7003
Email: tcampbell@villarica.gov

Questions? Contact the City Clerk at 678-840-1229

BOARD AND COMMISSION INFORMATION

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

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PROCEDURES FOR BOARD OR COMMISSION APPOINTMENT

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- 2) The City Clerk will cause this information to be posted via the City's website, electronic newsletter or other means to inform the residents in the city. This notice will also include qualifications (if any) to serve. The Mayor and City Council will set the timeframe for the acceptance of applicants.
- 3) Applications may be sent to the City Clerk. The Mayor and City Council may interview candidates at its discretion. The Mayor and City Council retains all responsibilities and rights to select candidates, nominate and confirm appointments as required by the City Charter and Code of Ordinances.
- 4) After any appointment, the new Board or Commission member, as well as the other members of that Board or Commission will receive a letter notifying them of their appointment and be scheduled to be administered an Oath of Office.

Please return signed application to:

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

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

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- Can I work effectively with the other members of the Board or Commission?
- Am I willing to participate in necessary Board or Commission training, education and development activities that will improve my effectiveness in my position?

APPLICANT INFORMATION

Applicant Name: Thomas Scott Wilson

Occupation: Retired Employer: Retired

Home Address: 9760 Spyglass Dr City: Villa Rica Zip: 30180

Home Phone: (770) 296 3841 Home E-Mail: tscottwilson@bellsouth.net

Work Phone: () NA Work E-Mail: NA

Cell Phone: (770) 296 3841 Preferred E-Mail: ☒ Home ☐ Work

a) Which Board(s) or Commission(s) do you wish to be appointed to?

Cemetery Commission
Library Advisory Board
Historic Preservation Commission
Main Street Advisory Board
Planning & Zoning Commission
Recreation Advisory Commission
Housing Authority Board

b) How long have you been a resident of the City of Villa Rica? 25 Years ____ Months

c) Do you own a business within the city limits of Villa Rica? NO

If yes, what is the name and address of business?

d) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No

e) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☒ Yes ☐ No

f) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No

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If yes, please explain:

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

*I would like to see my city grow in a vibrant
sustainable way*

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Thomas L. Wilson
Signature

Thomas Scott Wilson
Printed Name

7/8/24
Date

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AGREEMENT/LEASE

THIS LEASE is made this _____ day of _____, 2024, by and between **the City of Villa Rica** ("Landlord") and D4 WIC Georgia Department of Public Health ("Tenant"). This lease shall supersede and replace any prior agreements between the parties.

WITNESSETH:

1. Description of Leased Land Landlord, for and in consideration of the rents, covenants, agreements and stipulations to be paid, kept and performed by Tenant, has leased and rented, and by these presents does lease and rent unto Tenant, and Tenant hereby agrees to lease and take upon the terms and conditions herein that real property described as a portion of the property located at 25 East Church Street, Villa Rica, Georgia, (the "Premises").

2. Term. This Lease shall be for a term of five (5) years beginning on the date of execution of this Lease. Upon agreement of the parties, this Lease may be extended for an additional five (5) year term.

3. Rental. The rent shall be One Dollar (\$1) per year as well as the consideration of the Tenant maintaining a Women, Infants & Children (WIC) Program (public health department services) for the Villa Rica community on the Premises and the Tenant's fulfillment of the terms of this Lease.

4. Payment of Expenses. Tenant shall pay all utility bills, including but not limited to water, sewer, gas, electricity, fuel, light and heat bills for the Premises, and Tenant shall pay all charges for garbage collection services or other sanitary services rendered to the Premises or used by Tenant in connection therewith. Tenant shall install, maintain and repair the building placed on the Premises at its own expense after building relocation and complete set-up. Note: Landlord shall pay for the effective transport of the modular building and initial installation of all utilities to the building unit once relocated to 25 East Church Street, Villa Rica. Landlord shall also be responsible for preparing and setting Tenant(s) buildings foundation(s) at the new location and any noted damages incurred to the modular building during transportation and set-up. Tenant shall report any damages incurred within 120 days of relocation and set-up. Tenant shall maintain adequate liability insurance for the building unit and the Premises.

5. Use of Premises. Premises shall be used for Tenant to place its mobile building(s) which shall be relocated to 25 East Church Street, Villa Rica, Georgia at **Landlord's expense**. Premises shall not be used for any illegal purposes, nor in any manner to create any nuisance or trespass, nor in any manner to vitiate the insurance or increase the rate of insurance on Premises. Tenant shall have access and use of the parking lot but shall not have access to the accessory buildings owned by Landlord.

6. Repairs by Tenant. Tenant shall, throughout the initial term of this Lease and all renewals thereof, at its expense, maintain in good order and repair the Premises. Tenant agrees to return Premises to Landlord at the expiration, or prior to termination, of this Lease in as good

condition and repair as when first received, natural wear and tear, damage by storm, fire, lightning, earthquake or other casualty excepted.

7. Assignment and Subletting. Given the unique nature of this Lease, Tenant may not assign or sublease all or portions of the Premises to others without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

8. Removal of Fixtures. Tenant may (if not in default or breach hereunder) prior to the expiration of this Lease, or any extension thereof, remove all fixtures and equipment which it has placed on the Premises, including the mobile building(s) placed on the Premises at the Tenant's expense, provided Tenant repairs all damage to Premises caused by such removal.

9. Remedies of Landlord. It is mutually agreed that in the event Tenant shall be in default in performing any of the terms or provisions of this Lease and fails to cure such default within thirty (30) days after the date of receipt of written notice of default from Landlord; or if Tenant is adjudicated bankrupt; or if a permanent receiver is appointed for Tenant's property and such receiver is not removed within sixty (60) days after written notice from Landlord to Tenant to obtain such removal; or if Tenant makes an assignment or delegation under this Lease; then, and in any of events, Landlord at his option may terminate this Lease by written notice to Tenant; whereupon this Lease shall end. Upon such termination by Landlord, Tenant will at once surrender possession of the Premises to Landlord and remove all of Tenant's effects therefrom; Tenant will at once make reasonable arrangements for the removal of any fixtures as provided in Section 10, and Landlord may forthwith re-enter the Premises and repossess itself thereof, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of trespass, forcible entry, detainer or other tort.

10. Termination. This Lease may be terminated upon one (1) year's written notice by either the Tenant or Landlord. This Lease shall terminate if Tenant ceases to operate WIC Program/public health department services on the Premises.

11. Mortgagee's Rights. Tenant's rights shall be subject to any bona fide mortgage or deed to secure debt which is now, or may hereafter be, placed upon the Premises by Landlord.

12. No Estate in Land. This Lease shall create the relationship of Landlord and Tenant between the parties hereto; no estate shall pass out of Landlord. Tenant has only a usufruct, not subject to levy and sale.

13. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof, with Landlord's acquiescence and without any express agreement of parties, Tenant shall be a Tenant at will at rental rate in effect at end of Lease; and there shall be no renewal of this Lease by operation of law.

14. Rights Cumulative. All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

15. Tenant's Environmental Indemnity.

(a) In the use, occupation and operation of the Premises, Tenant shall comply with all Hazardous Materials Laws.

(b) Tenant shall be responsible for payment of any fines, penalties, or cleanup costs for the Premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's use, operations on, or occupation of the Premises.

(c) Tenant does hereby indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this Section 17.

(d) "Hazardous Materials Laws" shall be defined as federal, state or other local laws, regulations, ordinances, rules or other legal requirements regulating the storage, transportation, handling, disposal, presence or use of any contaminants, toxic chemicals, pollutants, asbestos, radioactive or hazardous waste or materials, toxic or other hazardous or non-hazardous waste or materials, toxic or non-hazardous substances or pollutants.

16. Notice. Unless otherwise provided herein, communications provided for hereunder shall be in writing and shall be mailed, telecopied or delivered as follows:

If to Tenant: District 4 Nutrition Services Director
Georgia Department of Public Health
300 Main Street
LaGrange, Georgia 30240

Fax 706-845-4039

or at such other address for notice as the Tenant shall last have furnished in writing to the person giving the notice.

If to Landlord: City Manager
City of Villa Rica
517 W. Bankhead Highway
Villa Rica, Georgia 30180

or at such other address for notice as Kevin Drummond, Attorney for the Landlord, shall last have furnished in writing to the person giving the notice.

All such notices and other communications shall be effective (a) if mailed, when received or three (3) days after mailing, whichever is earlier; (b) if telecopied, when transmitted; or (c) if hand delivered, when delivered.

17. Waiver of Rights. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with his obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof.

18. Definitions. "Landlord" as used in this Lease shall include its representatives, assigns and successors in title to Premises. "Tenant" shall include its representatives, assigns and successors. "Landlord" and "Tenant" include male and female, singular and plural, corporation, partnership or individual, as may fit the particular parties.

19. Entire Agreement. This Lease contains the entire agreement between the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect.

(The immediately following page is the signature page)

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

LANDLORD
City of Villa Rica

By: _____

Witness

Notary Public

TENANT
GA-D4 Department of Public Health WIC Program

By: _____

Witness

Notary Public



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Amendment to Intergovernmental Agreement with Carroll County for
Municipal AD Valorem Tax Collection Services

AGENDA DATE: 08/13/2024

DATE PREPARED: 08/09/2024

PREPARED BY: Theresa Campbell, City Clerk

AMOUNT: Approximately \$45,000 annually

GL ACCOUNT #: 100-1510-571005

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PUBLIC HEARING: No

PURPOSE: The current Intergovernmental Agreement with Carroll County for Municipal AD Valorem Tax Collection Services will expire December 31, 2024. The City and Carroll County wish to continue the with the same terms. The attached amendment will extend the expiration of the Agreement to December 31, 2028.

BACKGROUND: The City of Villa Rica has Intergovernmental Agreements with both Carroll and Douglas Counties for Municipal AD Valorem Tax Collection.

STAFF RECOMMENDATION: Both the City Attorney and Finance Director have reviewed the Amendment to the Intergovernmental Agreement and recommended approval.

MOTION: I move to authorize the Mayor to execute the Amendment to Intergovernmental Agreement with Carroll County for Municipal AD Valorem Tax Collection Services extending the expiration date to December 31, 2028.

**AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
MUNICIPAL AD VALOREM TAX COLLECTION SERVICES**

This Amendment is made effective as of the 4th day of June, 2024, by and between **THE MAYOR AND COUNCIL OF THE CITY OF VILLA RICA, GEORGIA** (the "City"), **THE CHAIRMAN AND BOARD OF COMMISSIONERS OF CARROLL COUNTY, GEORGIA** (the "County"), and **THE TAX COMMISSIONER OF CARROLL COUNTY** (the "Tax Commissioner").

WHEREAS, the parties entered into that certain Intergovernmental Agreement for Municipal Ad Valorem Tax Collection Services dated June 1, 2021 (the "IGA"); and

WHEREAS, the parties desire to amend the IGA to extend the term of the IGA so that it will end on December 31, 2028; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Extension. Section 6(f) of the IGA is amended to change the expiration date of the term of the Agreement from "December 31, 2024" to "December 31, 2028".

2. Notice Address of Tax Commissioner. The address of Tax Commissioner for notice purposes as set forth in Section 6(e) of the IGA is changed to the following:

Carroll County Tax Commissioner
997 Newnan Road
Carrollton, Georgia 30116

3. No Other Amendment; Counterparts. Except as expressly modified and amended hereby, all other terms and conditions of the IGA shall continue in full force and effect. This agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*****SIGNATURE PAGE FOLLOWS*****

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals as of the date first set forth above.



CARROLL COUNTY, GEORGIA

By: Michelle Morgan
Michelle Morgan, Chairman
Board of Commissioners

ATTEST:

Lynda Bingham
Lynda Bingham, Clerk
Carroll County Board of Commissioners

CITY OF VILLA RICA, GEORGIA

By: _____
Mayor

ATTEST:

City Clerk

TAX COMMISSIONER

By: Vickie Bearden
Vickie Bearden, Tax Commissioner

2024 Mayoral Standing Committee Assignments

Recreation- Chair Stephanie Warmoth, Anna McCoy, Shirley Marchman

Housing- Chair Shirley Marchman, Danny Carter, Anna McCoy

Transportation and Traffic- Chair Anna McCoy, Matthew Momtahan, Danny Carter

Public Safety- Chair Matthew Momtahan, Anna McCoy, Shirley Marchman

Finance- Chair Danny Carter, Matthew Momtahan, Stephanie Warmoth



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Villa Rica Civic Center & Sports Complex Scoreboard Replacements

AGENDA DATE: August 13, 2024

DATE PREPARED: July 24, 2024

PREPARED BY: Nic Griffin & Tara Ivey

AMOUNT: \$73,594.00

GL ACCOUNT #: 350-6110-541220

FUNDING SOURCE: 21 CSPLOST

BUDGETED ITEM? Yes

PURPOSE: To request approval for the purchase and installation of 9 Baseball/Softball Scoreboards and 1 Football Scoreboard at Villa Rica Civic Center & Sports Complex.

BACKGROUND: The City purchased Centerfields Ball Park, currently known as Villa Rica Civic Center & Sports Complex on March 31, 2005. At that time the park was already 8 years old. The original scoreboards have not been replaced in 26 years and are failing and/or inoperable. Staff reached out in March of this year to the only company that still services these scoreboards requesting service to the scoreboards. The service representative advised staff it would extremely difficult to find parts for scoreboards that are 26 years old.

An Invitation to Bid was issued on June 24, 2024 with a close date of July 15, 2024. Three bids were received.

Major Display Inc. is the lowest bidder for the product that was specified in the RFP that was issued. One bidder did not quote what was specified in the request for proposal.

STAFF RECOMMENDATION:

Staff recommends that the City of Villa Rica engage with Major Display Inc. Major Display Inc. has submitted a qualifying bid for this project.

Vendor	Score Board Model	Total Price	Percentage
Major Display Inc.	LX1340 & LX3150	\$73,594.00	
SignWorks Pro	LX1340 & LX3150	\$84,680.00	15% Over
Neveco Sports	1625-T & 3658	\$70,347.00	4.41% Under

IMPACT: Replacing these scoreboards will be a benefit to the teams, players, visitors, and staff.

MOTION: I move to allow the City of Villa Rica staff to engage with Major Display Inc for the replacement of nine scoreboards, that are specified in the rfp, for the amount of \$73,594.00.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: 24-002PR

City of Villa Rica Parks & Recreation Department Scoreboards

Name of Company submitting proposal: Major Display Inc.

Address of Company: 131 Franklin Plaza #114, Franklin NC 28734

Contact Person: Glen Whittaker

E-mail Address: glen@majordisplay.com

Phone Number: 800-260-1067 Cell Phone #: 386-804-3864

Signature:  Date: July 12, 2024**Description:**

	Description	Unit	Brand and Model #	QTY	X	Unit Price	= Bid Price
1	Baseball/Softball Scoreboards		LX1340 (10 ft. x 5 ft.)	8		\$6,294	\$50,352
2	Built-In Left Side ID Panel (4 ft x 5 ft)			8		\$840	\$6,720
3	Wireless Transmitter		Scorelink 400 Embedded Wireless Transmitter	8		\$750*	\$750* *See Enclosed Est. Details
4	Wireless Receiver		Scorelink 400 Embedded Wireless Receiver	8			Packaged with Item (3)
5	Carrying Case for control console and accessories			8			Packaged with Item (3)
1	Football Scoreboard		LX3150 (10 ft. x 5 ft.)	1		\$6,182	\$6,182
2	Wireless Transmitter		Scorelink 400 with Embedded Wireless	1		\$750*	\$750* *See Enclosed Est. Details

			Transmitter				
3	Wireless Receiver		Scorelink 400 with Embedded Wireless Receiver	1			Packaged with Item (2)
4	Carrying Case for control console and accessories			1			Packaged with Item (2)
5	Built-In Left Side ID Panel (4 ft x 5 ft)			1		\$840	\$840
	Installation			1		\$7,600	\$7,600
	<u>Consumables</u>			<u>1</u>		<u>\$400</u>	<u>\$400</u>
	Total						\$73,594

Optional Pricing to be evaluated separately from total bid price						
				QTY	X	Unit Price = Bid Price
Upgrade to electronic team names						
Baseball/Softball: LX1340 (10 ft. x 5 ft.)				4	x	\$ = \$
Football: LX3150 (10 ft. x 5 ft.)				1	x	\$ = \$

INSTALLATION

I. Baseball/Softball Scoreboards

To be installed on four (4) existing poles.

*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

II. Football Scoreboard

To be installed on four (4) existing poles.

*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

REMOVAL

The nine (9) existing scoreboards shall be removed by vendor and disposed of off-site after the new scoreboards are installed and operational. The removal of the existing scoreboards will be coordinated with the approval of the City. The City reserves the right to retain any equipment and parts and has the first right of refusal of all parts before demolition and disposal off-site.

.....

Optional pricing to be evaluated separately from total bid:

Maintenance and Repair

The City is requesting costs for a five (5) year warranty/maintenance and service agreement period. The initial five (5) year warranty/maintenance and service agreement period shall begin upon final acceptance by the City of the scoreboards/signs.

Service to Include:

On-site inspection and maintenance to the scoreboards.

Site Visit - Upon acceptance of the bid

Upon acceptance of the bid, Major Display will conduct a site visit that will be arranged and conducted within 72 hours. This visit will provide an opportunity to review the project details, assess the site conditions, and address any preliminary questions or concerns. All relevant stakeholders are encouraged to attend to ensure a comprehensive understanding of the project requirements and expectations.

MANDATORY BID SUBMITTAL FORM

BID NUMBER: 24-002PR

City of Villa Rica Parks & Recreation Department Scoreboards

Name of Company submitting proposal: SignWorks Pro, Inc

Address of Company: 349 Spence Rd Carrollton, GA 30117

Contact Person: Tim Billingsly

E-mail Address: tim@signworkspro.com

Phone Number: 770-836-3117 Cell Phone #: 678-386-4629

Signature:  Date: 7/12/24

Description:

	Description	Unit	Brand and Model #	QTY	X	Unit Price	= Bid Price
1	Baseball/Softball Scoreboards		LX1340 (10 ft. x 5 ft.)	8		9,214 ⁰⁰	\$ 73,712.00
2	Built-In Left Side ID Panel (4 ft x 5 ft)			8			included
3	Wireless Transmitter		Scorelink 400 Embedded Wireless Transmitter	8			included
4	Wireless Receiver		Scorelink 400 Embedded Wireless Receiver	8			included
5	Carrying Case for control console and accessories			8			included
1	Football Scoreboard		LX3150 (10 ft. x 5 ft.)	1		10,968 ⁰⁰	10,968 ⁰⁰
2	Wireless Transmitter		Scorelink 400 with Embedded Wireless Transmitter	1			included

3	Wireless Receiver		Scorelink 400 with Embedded Wireless Receiver	1				included
4	Carrying Case for control console and accessories			1				incl.
5	Built-In Left Side ID Panel (4 ft x 5 ft)			1				incl.

Optional Pricing to be evaluated separately from total bid price					
	QTY	X	Unit Price	=	Bid Price
Upgrade to electronic team names					
Baseball/Softball: LX1340 (10 ft. x 5 ft.)	4	x	\$	=	\$ Not Available
Football: LX3150 (10 ft. x 5 ft.)	1	x	\$	=	\$ 2,080 ⁰⁰

INSTALLATION

I. Baseball/Softball Scoreboards

To be installed on four (4) existing poles.

*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

II. Football Scoreboard

To be installed on four (4) existing poles.

*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

REMOVAL

The nine (9) existing scoreboards shall be removed by vendor and disposed of off-site after the new scoreboards are installed and operational. The removal of the existing scoreboards will be coordinated with the approval of the City. The City reserves the right to retain any equipment and parts and has the first right of refusal of all parts before demolition and disposal off-site.

.....

Optional pricing to be evaluated separately from total bid:

MANDATORY BID SUBMITTAL FORM

BID NUMBER: 24-002PR

City of Villa Rica Parks & Recreation Department Scoreboards

Name of Company submitting proposal: **Nevco Sports**Address of Company: **301 East Harris Ave. Greenville, IL 62246**Contact Person: **Brandon McGuinness**E-mail Address: **bmcguinness@nevco.com**Phone Number: **800-851-4040** Cell Phone #: **770-789-5878**Signature:  Date: **07/08/2024****Description:**

	Description	Unit	Brand and Model #	QTY	X	Unit Price	=	Bid Price
1	Baseball/Softball Scoreboards		Model 1625-T (10 ft. x 5 ft.)	8	1	\$5,313.00		\$42,504.00
2	Built-In Left Side ID Panel (4 ft x 5 ft)			8	1	\$1,100.00		\$8,800.00
3	Wireless Controller		MPCX2 Baseball Handheld Controller	8	1	\$375.00		\$3,000.00
4	Wireless Receiver		MPCX2 Wireless Receiver	8	1	\$635.00		\$5,080.00
5	Carrying Case for control console and accessories		MPCX2 Carry Case (holds 2)	4	1	\$35.00		\$140.00
1	Football Scoreboard		Model 3658 (16 ft. x 5 ft.)	1	1	\$8,158.00		\$8,158.00
2	Wireless Controller		MPCW7 Wireless Controller	1	1	\$1,240.00		\$1,240.00
3	Wireless Receiver		MPCW7	1	1	\$775.00		\$775.00

			Wireless Receiver				
4	Carrying Case for control console and accessories		MPCW7 Carry Case	1	1	\$90.00	\$90.00
5	Advertising Space (16 ft x 2 ft)		Located above or below scoreboard	1	1	\$1,118.00	\$1,118.00
						Shipping	\$2,278.00
						Installation	\$11,345.40
						Subtotal	\$84,528.40
						Discount (20%)	-\$14,181.00
						Total	\$70,347.40

Optional Pricing to be evaluated separately from total bid price					
	QTY	X	Unit Price	=	Bid Price
Upgrade to electronic team names					
Baseball/Softball: Model 1625 (10 ft. x 5 ft.)	4	x	N/A	=	N/A
Football: Model 3658 (16 ft. x 5 ft.)	1	x	\$11,018.00	=	\$8,814.40

INSTALLATION

I. Baseball/Softball Scoreboards

To be installed on four (4) existing poles.

*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

II. Football Scoreboard

To be installed on four (4) existing poles.

*Installation Location: V-Plex Sports Complex, 1605 Villa Rica Hwy., Villa Rica, GA 30180

REMOVAL

The nine (9) existing scoreboards shall be removed by vendor and disposed of off-site after the new scoreboards are installed and operational. The removal of the existing scoreboards will be coordinated with the approval of the City. The City reserves the right to retain any equipment and parts and has the first right of refusal of all parts before demolition and disposal off-site.

Optional pricing to be evaluated separately from total bid:

Maintenance and Repair

The City is requesting costs for a five (5) year warranty/maintenance and service agreement period. The initial five (5) year warranty/maintenance and service agreement period shall begin upon final acceptance by the City of the scoreboards/signs.

Service to Include:

On-site inspection and maintenance to the scoreboards.

Dear Villa Rica City Council,

On September 12, 2023, the Mayor and Council of the City of Villa Rica approved an extension to the final concept plan and Planned Unit Development (PUD) zoning conditions for 55 and 63 Goldworth Road, Villa Rica, Georgia (Parcel Nos: V07 0140004, V07 0140004 and V07 0140151), in Land Lot 99 of the 6th District in Carroll County.

During this approval process, various conditions were placed on the project which were either in conflict with previous approvals and/or missing in part or whole. We would like to take this opportunity to clarify the conditions on the property. We believe this will ensure both the staff and developer have plainness as it relates to the requirements, uses and density related to the above referenced properties.

The Proposed Conditions are as follows:

1. Work with the Water and Sewer department to relocate the existing water tower to a new location onsite (this may be done in phases based upon the water and sewer departments needs);
2. Maximum number of single-family units: 250 units
3. Maximum number of Multi-family units: 325 units
4. Maximum number of senior housing units: 290 units
5. The applicant/developer must follow all other zoning tabulations and design-based representations as presented in the accompanying document titled "Avenmore Master Plan", dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site;
6. Permitted Commercial uses to be limited to:
 - a. Retail
 - b. Office, Business and Professional
 - c. Bank or Financial Institution, Full Service (including drive-thru with ATM's)
 - d. Veterinary Clinic/Animal Care Facility
 - e. Restaurant (including drive-thru)
 - f. Barber Shop/Beauty Shop
 - g. Laundry, Pick-up and Dry Clean Services (including drive-thru)
 - h. Florist Shop
 - i. Grocery/General Merchandise Store

- j. Bakery/Pastry Shop
 - k. Museum
 - l. Art Gallery
 - m. Library
 - n. Cinema/Movie Theater
 - o. Athletic/Health Club Facilities
 - p. Clinic, Public or Private
 - q. Hospital, Urgent Care, Health, and Medical Institution
 - r. Horticultural Gardening
 - s. Nursery and Greenhouse
 - t. Hardware Store
 - u. Gas Station
7. Commercial uses requiring a conditional use permit to be limited to:
- a. Church
 - b. Assembly Hall, Civic Center
8. Both applicant and City Council agree that these conditions will now govern the project and any previous conditions shall be null and void. This is being agreed upon to prevent any discrepancies between the various conditions that were placed upon the property during the various renewals that have been requested and approved by the City Council.
9. Both applicant and City Council agree that the annual renewal requirement moving forward shall be based on construction progress related to the site, which shall include substantial monetary expenditures.

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

City of Villa Rica



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

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

THE CITY OF VILLA RICA LETTER OF DECISION Case No.: ALT-02-21

October 21, 2021

Jay Davis
Winchester Real Estate Investment
55 Goldworth Road
Villa Rica, GA 30180
(Via Email ONLY – jaywd3@gmail.com)

Dear Mr. Davis,

On October 5, 2021, the Mayor and Council of the City of Villa Rica approved an alteration to the final concept plan and Planned Unit Development (PUD) zoning conditions for 55 and 63 Goldworth Road, Villa Rica, Georgia (Parcel Nos: V07 0140004, V07 0140003 and V07 0140151), in Land Lot 99 of the 6th District in Carroll County. The Council approved application ALT-02-21, which adds “senior housing” as a permitted use within the PUD, defined “senior housing” as housing that’s set aside for residents aged 55+, and permitted a maximum of 290 units dedicated to senior housing. You have indicated that of the 290 units, approximately 200 will be independent living apartments, 60 will be assisted living units and 30 units for memory care (or a similar mixture). The Council also approved an extension of the rezoning and all conditions listed below for a period of one year (expiring September 21, 2021).

The Conditions are as follows:

1. Preliminary plat application in accordance with the requirements and depicting the following should be reviewed and approved by Planning and Zoning Commission and City Council.
 - a. Acreage of the property, proposed building footprint, and density in each proposed land use to be included in the Planned Development (commercial, residential, and institutional).
 - b. Public improvements plan showing connections to the proposed location of the Gold Nugget Trail along Bay Springs Creek.
 - c. Inter-parcel roadway stub for a potential future connection to Charleston Place.
2. Maximum number of single-family units: 250 units
3. Maximum number of multi-family units: 325 units
4. Zoning book, phasing plan, economic analysis, Homeowners Association covenants, and utility plan to be submitted for approval with the final Development Plan
5. Submit a detailed plan on the proposed movement of the water tower.

6. The applicant/developer must follow all zoning tabulations and design-based representations as presented in the accompanying document titled "Avenmore Master Plan", dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site.
7. Maximum number of senior housing units (55+): 290 units

You have now completed the Planning and Zoning process for your project and can move forward with working with me to receive final approvals and apply for permits.

Sincerely,

A handwritten signature in blue ink, appearing to read "Bobby C. Elliott", is written over a horizontal line.

Bobby C. Elliott, P.E.

Community Development Director

GIL MCDUGAL, MAYOR
CITY COUNCIL:
MATTHEW MONTAHAN, MAYOR PRO
TEM
LESLIE MCPHERSON
DANNY CARTER
ANNA MCKOY
SHIRLEY MARCHMAN

City of Villa Rica



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

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

THE CITY OF VILLA RICA LETTER OF DECISION Case Number: RA-08-18

September 13, 2023

Jay Davis
Winchester Real Estate Investment
55 Goldworth Road
Villa Rica, GA 30180
(Via Email ONLY – jaywd3@gmail.com)
Project Name: Villa Rica Senior
Parcel ID: V07 0140004
Address: 55 Goldworth Road Villa Rica, GA 30180
Zoning District: Planned Unit Development (PUD)

RE: Zoning Confirmation

Dear Mr. Davis,

On September 12, 2023, the Mayor and Council of the City of Villa Rica approved an extension to the final concept plan and Planned Unit Development (PUD) zoning conditions for 55 and 63 Goldworth Road, Villa Rica, Georgia (Parcel Nos: V07 0140004, V07 0140003 and V07 0140151), in Land Lot 99 of the 6th District in Carroll County.

The Council approved an extension of the rezoning and all conditions listed below for a period of one year (expiring September 12, 2024). This annual renewal requirement is absolute, as the rezoning is performance-based only for the completion of all conditions and is not based on construction progress on the site.

The Conditions are as follows:

1. Submittal of an updated Review Letter from Three Rivers Regional Commission;
2. Submittal of an updated traffic analysis;
3. Submittal of a detailed plan on the proposed movement of the water tower;
4. The maximum number of single-family units to be constructed shall be no more than 222 units as per zoning Master Plan;
5. The maximum number of multifamily units to be constructed shall be no more than 303 units as per zoning Master Plan;

6. All apartments, townhomes and condominiums shall have a maximum of two-bedroom units;
7. The applicant/developer must follow all zoning tabulations and design-based representations presented in the “Avenmore Master Plan”, dated July 18th, 2019. This document is fully transferrable and applicable to any future developer of the site;
8. Permitted Commercial uses to be limited to:
 - a. Retail offering common merchandise 100,000 square feet or less
 - b. Office, Business, and Professional
 - c. Bank or Financial Institution, Full Service
 - d. Veterinary Clinic/Animal Care Facility
 - e. Restaurant, Non-Drive-In
 - f. Barber Shop/Beauty Shop
 - g. Laundry, Pick up and Dry Clean Services
 - h. Florist Shop
 - i. Grocery/General Merchandise Store
 - j. Bakery/Pastry Shop
 - k. Museum
 - l. Art Gallery
 - m. Library
 - n. Cinema/Movie Theater
 - o. Athletic/Health Club Facilities
 - p. Clinic, Public or Private
 - q. Hospital, Health, and Medical Institution
 - r. Horticultural Gardening
 - s. Nursery and Greenhouse
9. Commercial uses requiring a conditional use permit to be limited to:
 - a. Church
 - b. Assembly Hall, Civic Center
10. All previously approved conditions are still valid, fully transferrable, and applicable to the development unless that condition is expressly overridden in these conditions. The Community Development Director shall have sole discretion to determine if a prior approved condition has been overridden.

An LDP was applied for and granted for this site on December 9th, 2021. The LDP is valid for a total of eighteen (18) months, and expired on June 9, 2023. In order to move forward with the project, a new LDP must be applied for and issued, along with accompanying plans. Should you have any questions, please let me know.

Sincerely,



Ronald Johnson
Planning & Zoning Administrator



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: ABL-05-24 5 Star Food Mart, LLC

AGENDA DATE: August 13, 2024

DATE PREPARED: July 29, 2024

PREPARED BY: Whitney Cox, Licensing Specialist

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: Yes

PURPOSE: To present an application for 5 Star Food Mart, LLC to sell retail package malt beverages and wine at the business location of 205 S. Carroll Rd., Villa Rica, GA 30180.

BACKGROUND: The applicant has complied with the ordinance with regard to the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location zoning restrictions that would hinder the issuance of the license. The business is currently operating as a convenience store with gas pumps and the applicant has taken over ownership.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I move to approve the alcohol license application for 5 Star Food Mart, LLC located at 205 S. Carroll Rd., Villa Rica, GA 30180.



City of Villa Rica

Alcohol License Application

INSTRUCTIONS: Every question must be answered fully and correctly. If the space provided is not sufficient, answer the question on a separate sheet and indicate in that space that a separate sheet is attached. When completed, it must be dated, signed and verified under oath by the applicant and filed in person by the applicant with the **Office of the City Manager, Villa Rica City Hall, 571 West Bankhead Highway, Villa Rica, Georgia 30180**, together with all supporting documentation and a check for the required non-refundable application fee.

A license issued to an individual shall be issued in the name of the individual. A license issued to a Partnership shall be issued in the name of the Partnership and in the name of one of the partners who shall be the named Licensee. A license issued to a Corporation having as its principal business the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the majority Stockholder or a Principal Officer of the Corporation; and such majority Stockholder or Officer shall be the named Licensee. A license issued to a Corporation having as its principal business an activity other than the sale of alcoholic beverages shall be issued in the name of the Corporation and in the name of the Officer or Employee of the Corporation primarily responsible for the operation of the licensed premises; and such Officer or Employee shall be named the Licensee.

NON-REFUNDABLE APPLICATION FEE

Package Beer	\$100.00	Pouring Restaurant – All	\$100.00	Pouring Supper Club	\$500.00
Package Wine	\$100.00	Pouring Beer & Wine	\$100.00	Supper Club Wine & Beer	\$500.00
Wine Tasting	\$100.00	Wholesale Dealer	\$500.00	Alcohol Catering	\$100.00
Growler	\$100.00	Wine & Craft Beer Boutique	\$100.00	Special Event	\$100.00

TYPE OF LICENSE/Annual License Fee (Check One Only)

☒	Retail Package Malt Beverages & Wine	\$300.00
☐	Retail Package Malt Beverage	\$200.00
☐	Pouring License Restaurant	\$3,500.00
☐	Pouring License Private Club	\$5,000.00
☐	Pouring License Private Club	\$3,500.00
☐	Growler License (In Conjunction with Retail Package Malt Beverage & Wine License)	\$200.00
☐	Retail Package Wine	\$100.00
☐	Limited Pouring License Restaurant	\$500.00
☐	Limited Pouring License Supper Club	\$3,000.00
☐	Limited Pouring License Private Club	\$500.00
☐	Alcohol Catering (In Conjunction with Limited Pouring License – Restaurant)	\$500.00
☐	Wine Tasting (In Conjunction with Retail Package Wine License)	\$100.00
☐	Wine & Craft Beer Boutique	\$500.00

TYPE OF OUTLET

☒	Retail Package Sales
☐	Restaurant
☐	Special Event
☐	Supper Club
☐	Private Club
☐	Wine & Craft Beer Boutique

PART I

1. Type of Ownership

☐ Individual

☐ Partnership

☒ Corporation

(A) If Individual, give full name and address of owner:

Full Name

Address

(B) If Corporation/Partnership, give Corporate/Partnership name:

5 STAR FOOD MART LLC

Federal Tax ID: 99-1462027

Name, Percent Interest and Legal Address of Principle Stockholders and Corporate Officers or Partners:

SURESH CHAND

2232 ORCHARD PARK CIR NW KENNESAW, GA 30152

100%

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Full Name

Address

% Interest

Describe the principle business of the Corporation/Partnership:

GAS STATION AND CONVENIENCE STORE

Full Name, Legal Residence and Social Security Number and the Named Licensee (a) Individual (b) Principal Officer/Employer (c) Partner, each partner must be a Named Licensee:

SURESH CHAND

2232 ORCHARD PARK CIR NW KENNESAW, GA 30152

Full Name

Address

2. Is the above address your legal and bona-fide place of domicile? ☒ Yes ☐ No

3. Trade Name of business for which application is made:

FOOD MART

4. Address of business for which application is made:

205 S CARROLL RD VILLA RICA, GA 30180

Phone Number: 770-309-3494

Business

Home

Mailing Address: 205 S CARROLL RD VILLA RICA, GA 30180

If additional space is required, please attached to this application, noting the section to which it refers.

PART II

1. Will the proposed outlet have live entertainment? ☐ Yes ☒ No
(If yes, describe how often and what type in detail)

2. Have you obtained a copy of the City of Villa Rica Alcohol Beverage Ordinance?
☐ Yes ☒ No

No application will be processed until receipt of a copy of this ordinance is acknowledged.

3. Have you included with this application a check for the non-refundable application fee required by Chapter 3 of the Alcohol Beverage Ordinance in the City of Villa Rica?
☐ Yes ☒ No

4. As required by Chapter 4 of the Alcoholic Beverage Ordinance of the City of Villa Rica, have you included the following with this application? Please check the applicable answer(s):

- ☐ A copy of the Deed to the premises to be licensed, if owned by applicant.
- ☒ A copy of the Lease Agreement covering the premises to be licensed, if leased by the applicant.
- ☐ In the case of a Partnership, a copy of the Partnership Agreement.
- ☒ In the case of a Corporation, a copy of the Articles of Incorporation.
- ☐ A current stamped certificate from a registered surveyor which shows a scale drawing of the premises and the location at which the applicant desires to operate an alcoholic beverage outlet and which shows, with linear foot measurements where appropriate, such location's compliance or non-compliance with the provisions of Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica.

5. Have you confirmed with the City of Villa Rica Community Development Department that the location of the proposed outlet is in a zoning district that has been approved for the sale of alcoholic beverages subject to the specific limitations of the respective district as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?
☒ Yes ☐ No

6. If applicable, have you received approval from the City of Villa Rica Building Official for any new construction, renovations, remodeling, etc. at the premise to be licensed?
☒ Yes ☐ No ITS EXISTING BUSINESS.

7. If applicable, have you received an approved site plan from the City of Villa Rica for the location of the premises to be licensed? ☒ Yes ☐ No

8. If applicable, have you received a Carroll/Douglas County Health Department Food Service Permit and any other applicable local, state or federal permits, etc. required for a food service establishment?

☒ Yes ☐ No APPLIED

9. Do you comply with the requirements of Regulation 560-2-2-38 below? ☒ Yes ☐ No

Neither a retail dealer or retail consumption dealer, whether licensed in this State or not, nor any of his employees or members of such retail dealers or retail consumption dealer's immediate family shall have, own or enjoy any ownership interest in, or partnership arrangement or other business association with the business of any wholesaler, manufacturer, producer, shipper, importer or broker.

10. Has the named Licensee and all other persons otherwise required, submitted themselves to the City of Villa Rica Police Department for fingerprinting and background check(s) as provided for in Chapter 3 of the Alcoholic Beverage Ordinance of the City of Villa Rica?

☒ Yes ☐ No

11. Has the named Licensee, any Partner(s), the Corporation or any Corporate Officer been:

a. Convicted within the last ten (10) years of any felony or any misdemeanor involving moral turpitude? ☐ Yes ☒ No

b. Any other misdemeanor within the past five (5) years? ☐ Yes ☒ No

c. Denied or had revoked, within the past five (5) years, any license to sell alcoholic beverages issued by any government entity? ☐ Yes ☒ No

d. Convicted of selling alcohol to a minor within the past three (3) years?

☐ Yes ☒ No

If the answer to any portion of question 11 is "yes," describe in detail and give date of occurrences:

12. Has any alcoholic beverage business in which the named Licensee, Partner(s), the Corporation or Corporate Officers holds or has held any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of the State Revenue Commissioner or any local ordinance/legislation relating to the sale or distribution of alcoholic beverage? ☐ Yes ☒ No

13. On behalf of the named Licensee, provide three (3) personal references (not relatives, former employers, fellow employees or school teachers) who are responsible, reputable adults, business or professional men or women, who have known the named Licensee during the past five (5) years. Include name, residence, business address and number of years known:

IMRAN MANSURI	GA	1224 SMITHWELL PT NW KENNESAW GA 30152	5 YEARS
Name	Residence	Business Address	Number of Years Known
RAJU KARKI	GA	2232 ORCHARD PARK CIR NW KENNESAW, GA 30152	6 YEARS
Name	Residence	Business Address	Number of Years Known
SUNITA KARKI	GA	2232 ORCHARD PARK CIR NW KENNESAW, GA 30152	6 YEARS
Name	Residence	Business Address	Number of Years Known

14. Is the name Licensee a citizen of the U.S.? ☐ Yes ☒ No

NEPAL	10/21/1994
Place of Birth	Date of Birth

Type texthere

PART III
VERIFICATION

State of Georgia, GWINNETT County

I, SURESH CHAND, Licensee, do solemnly swear subject to criminal penalties for false swearing, that the statements and answers made by me to the foregoing questions in this application are true and no false or fraudulent statement or answer is made herein to procure the granting of such license.

SURESH CHAND

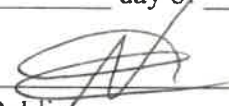
Suresh Chand

- SURESH CHAND

Applicants Signature (FULL NAME IN INK)

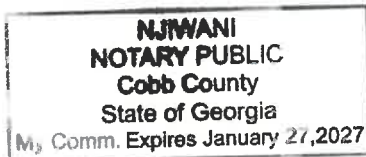
I hereby certify that SURESH CHAND signed his/her name to the foregoing application after stating to me that he/she knew and understood all statements and answers made therein and, under oath actually administered by me, has sworn that said statements and answers are true.

This 10TH day of MAY, 20 24.


Notary Public

My Commission Expires: 1-27-27

(Seal)



TOBACCO

GROCERY

CITY OF VILLA RICA
ALCOHOL LICENSE
ADVERTISEMENT
Public Notice

SURESH CHAND has filed an application to sell alcoholic beverages on premises of located at 205 S CARROLL RD VILLA RICA, GA 30180 as a RETAIL BEER AND WINE LICENSE. A public hearing on the application will be held on AUGUST 13TH, 2024, at 6:00 P.M. at the Hon. Bishop Justice Center Municipal Court Room 101 Main Street, Villa Rica, Georgia. For additional information on this application, contact the Community Development Department at (678) 440-1224 or 7725, 0864.

PLAY HEAT

OPEN

No Soliciting

Hand to
the owner
of the property

EPSP
A. H. H. H. H.



City of Villa Rica

Application for Original Alcoholic Beverage License Public Notice (Sign) Sworn Statement

I (we) SURESH CHAND

Individual, Corporation or Partnership applying for license. If Corporation or Partnership, also list named Licensee.

Applicant(s) for an Alcoholic Beverage License in the City of Villa Rica, do solemnly swear, subject to criminal penalties for false swearing that I (we) have posted a notice (sign) at:

205 S CARROLL RD VILLA RICA, GA 30180

Street Address

Which complies with all requirements of Chapter 3, of the Alcoholic Beverage Ordinance of the City of Villa Rica.

SURESH CHAND -

Applicant(s) Signature (FULL NAME IN INK)

I hereby certify that SURESH CHAND signed his or her

Applicant

name to the foregoing statement after stating to me that he/she knew and understood all statements made therein, and, under oath actually administered by me, has sworn that said statement is true.

This 25 day of July, 2024.

Notary Public

Whitney Cox
NOTARY PUBLIC
Carroll County
State of Georgia
My Comm. Expires March 17, 2028

AFFP
LIQ LICENSE

Affidavit of Publication

STATE OF GEORGIA)
COUNTY OF DOUGLAS) SS

City of Villa Rica
ALCOHOL LICENSE
ADVERTISEMENT
Public Notice

Melissa Wilson, being duly sworn, says:

That she is Ad Director of the Douglas County Sentinel, a newspaper of general circulation, printed and published in Douglasville, Douglas County, Georgia; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

July 25, 2024
August 01, 2024

SURESH CHAND has filed an application to sell alcoholic beverages on premises of located at 205 S CARROLL RD VILLA RICA, GA 30180 as a RETAIL BEER AND WINE LICENSE. A public hearing on the application will be held on AUGUST 13TH, 2024, at 6:00 P.M. at the Holt-Bishop Justice Center, Municipal Court Room, 101 Main Street, Villa Rica, Georgia. For additional information on this application contact the Community Development Department at (678)840-1224.
07/25, 08/01

Publication Fees: \$ 72.00

That said newspaper was regularly issued and circulated on those dates.

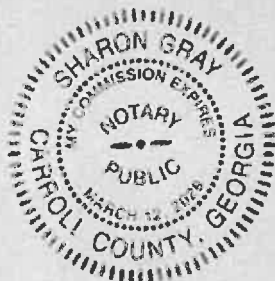
SIGNED:

Melissa Wilson

Subscribed to and sworn to me this 1st day of August 2024.

Sharon Gray

70122859 71013838



SURESH CHAND
205 SOUTH CARROLL RD
VILLA RICA, GA 30180

GUARANTY OF LEASE

The undersigned, **SURESH CHAND BAHADUR**, whose address is 2232 ORCHARD PARK CIR NW, KENNESAW, GA 30152 (hereinafter referred to as, "Guarantor"), as a material inducement to an in consideration of **IMRAN MANSURI**, a Georgia Resident (hereinafter referred to as "Landlord") entering into a written Lease Agreement (hereinafter referred to as "Lease") with **5 STAR FOOD MART LLC** (hereinafter referred to as "Tenant"), dated MARCH 1 2024, pursuant to which Landlord will lease to Tenant and Tenant will lease from Landlord, premises located at 205 S CARROLL RD, VILLA RICA, Georgia, 30180 unconditionally and absolutely guarantee and promise, to and for the benefit of Landlord, its successors, that Tenant shall perform the provisions of the Lease that Tenant is to perform, including, but not limited to, payment of Minimum Rental, Additional Rent and any and all other sums, charges, costs and expenses payable by Tenant and Tenant's successors and assigns, under the Lease and the full performance and observance of all of the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant, and Tenant's successors and assigns. The defined terms used herein shall have the same meanings as set forth in the Lease.

If Guarantor is more than one person, Guarantor's obligations are joint and several and are independent of Tenant's obligations under the Lease and shall not be discharged except by payment to and receipt by Landlord of all sums due under the Lease. A separate action may be brought or prosecuted against any Guarantor whether the action is brought or prosecuted against any other Guarantor or any other guarantors, Assignor, Tenant, or all, or whether any other Guarantor or guarantors, Assignor or Tenant, or all, are joined in the action

Guarantor waives the benefit of any statute of limitations affecting Guarantor's liability under this Guarantee.

The provisions of the Lease may be changed by agreement between Landlord and Tenant, or their respective successors or assigns, at any time, or by course of conduct, without the consent of or without notice to Guarantor, including, without limitation, the rental obligations of Tenant, the term of the Lease or the time for performance of any obligation thereunder, or the release, compromise or settlement of any Lease obligations. This Guarantee shall guarantee the performance of the Lease as changed. Assignment of the Lease (as permitted by the Lease) shall not affect this Guarantee.

This Guarantee shall not be affected by Landlord's failure or delay to enforce any of its rights or Landlord's promptness in commencing or diligence in prosecuting suit.

If Tenant defaults under the Lease, Landlord can proceed immediately against Guarantor, any other guarantor, Assignor or Tenant, or all such parties collectively, without prior notice to Guarantor, or Landlord can enforce against Guarantor, any other guarantor, Assignor or Tenant, or all such parties collectively, any rights that it has under the Lease or pursuant to applicable laws. If the Lease terminates and Landlord has any rights it can enforce against Tenant after termination, Landlord can enforce those rights against Guarantor without giving previous notice to Tenant, any other guarantor or Assignor, and without making any demand on any of them. This Guarantee is a guarantee of payment and not of collection.

Guarantor waives the right to require Landlord to (1) proceed against Tenant; (2) proceed against or exhaust any security that Landlord holds from Tenant, any other guarantor or Assignor; or (3) pursue any other remedy in Landlord's power. Guarantor waives any defense by reason of any disability of Tenant, any other guarantor or Assignor, including but not limited to any limitation on the liability or obligation of Tenant, any other guarantor or Assignor under the Lease or their estate in bankruptcy or of any remedy for the enforcement thereof, resulting from the operation of any present or future provision of the national bankruptcy laws or other statutes, or from the decision of any court, and waives any other defense based on the termination of Tenant's liability, and/or any other guarantor's and/or Assignor's liability from any cause whatsoever. Until all of Tenant's obligations to Landlord have been discharged in full, Guarantor has no right of subrogation against Tenant, any other guarantor or Assignor. Guarantor waives Guarantor's rights to enforce any remedies that Landlord now has, or later may have against Tenant, any other guarantor or Assignor. Guarantor waives any right to participate in any security now or

So Executed, this day of MARCH, 2024.

Lessor: Imran Mansuri

Tenant: 5 STAR FOOD MART LLC

By: Imran Mansuri

By: SURESH CHAND BAHADUR

Its President

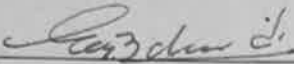
Notary as to all signatures: _____

This Guarantee may be executed in multiple counterparts, each of which shall constitute an original and all of which shall constitute one document.

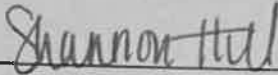
This Guarantee shall be governed by, and construed in accordance with, the laws of the State of Georgia.

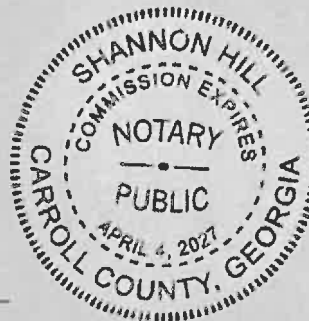
IN WITNESS WHEREOF, Guarantors have set their hands the day and year first above written.

GUARANTOR


SURESH CHAND BAHADUR

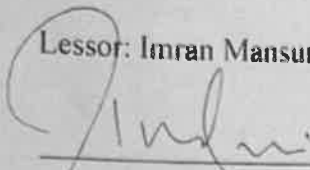
Sworn to and subscribed before me,
This 26 day of MARCH 2024


Notary Public



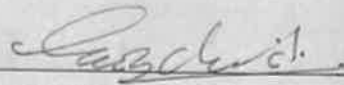
So Executed, this day of MARCH, 2024.

Lessor: Imran Mansuri



By: Imran Mansuri

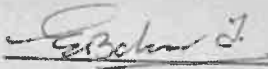
Tenant: 5 STAR FOOD MART LLC



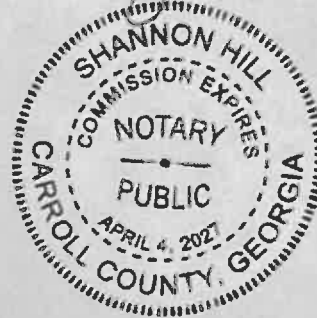
By: SURESH CHAND BAHADUR

Its President

Notary as to all signatures:



Notary as to all signatures: Shannon Hill





Public Hearing Date

City Council: August 13, 2024

Request: Alcoholic Beverage License

Project Description: Retail Package Malt Beverages & Wine

Applicant: 5 Star Food Mart, LLC
Licensee: Suresh Chand
2232 Orchard Park Cir. NW
Kennesaw, GA 30152

Location: 205 S. Carroll Rd., Land Lot 161, 3rd District; Carroll Co., Ward 5

Parcel Number(s): V07 0060018

Current Zoning: CMU (Commercial Mixed Use)

Current Land Use: Commercial

Location and Zoning Requirements:

The Alcohol Beverage Ordinance regulates location and zoning statues of the property proposed for serving alcohol as follows:

Sec. 4-69. Zoning Restriction

(a) No retail license shall be granted under this chapter unless the premises to be licensed are, at the time the application is approved by the mayor and council, located under the planning and zoning ordinance of the city in a non-residential zoning district subject to the specific limitation of the respective districts.

The subject property is zoned CMU (Commercial Mixed Use).

Sec. 4-70. Proximity Restrictions:

(a) No premises shall be licensed under this chapter whose location is within the following distances:

(1) For the sale of any wine or malt beverage, within 300 feet of any church building, school building, school grounds, or college campus.

Compliance: Yes

(2) For the sale of any distilled spirits, within 300 feet of any church building and within 600 feet of any school building, educational building, school grounds, or college campus.

Compliance: Yes

(3) For the sale of any distilled spirits, wine, malt beverage, within 300 feet of an alcoholic treatment center owned and operated by the State of Georgia or any county or municipal government therein.

Compliance: Yes

(4) For the sale of any alcoholic beverage for consumption on the premises, within 300 feet of any housing authority property.

Compliance: Yes

(5) No consumption-on-the-premises license shall be issued for any place of business which is located within 200 feet of a private single-family or two-family dwelling.

Compliance: Yes

Sec. 4-29 Investigation; Hearing:

In accordance with the City of Villa Rica Alcoholic Beverages Ordinance, the Villa Rica Police Department (VRPD) investigated the applicant's background. As a result of the investigation, the VRPD revealed no conviction or records against the applicant's good moral character or fitness for a license.

Public Response:

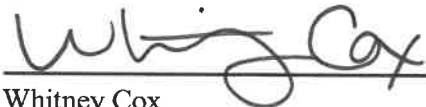
The applicant has posted a sign on the premises as well as a notice in the Times-Georgian notifying the public of the application to obtain an alcoholic beverage license at the location.

Staff Comments:

The applicant has complied with the Ordinance regarding the legal notification requirements and has successfully passed the background check conducted by the Villa Rica Police Department. Also, there are no location restrictions that would hinder the issuance of the license.

Recommendation:

Staff recommends **approval** of the request by 5 Star Food Mart and Suresh Chand for the alcohol license to sell retail package malt beverages & wine at 205 S. Carroll Rd.



Whitney Cox
Licensing Specialist

Attachments:

1. Application
2. Public Notice of Sworn Statement
3. Affidavit of Publication
4. Commercial Lease



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: VA-09-24 – Two variance requests: reduce the minimum landscape strip from ten feet to five feet and encroach within the Commercial, medium-density (C2) 45-rear building rear setback by 16 feet for 738 W Bankhead Hwy

AGENDA DATE: August 13, 2024

DATE PREPARED: July 29, 2024

PREPARED BY: Shaun Daniels, Planner

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Waffle House, Inc. (the Applicant) seeks a variance from Section 7.05(6) of the Villa Rica Parking and Landscaping ordinance requirement, which mandates that parking areas adjacent to other developed parcels must have a planting area at least ten feet in width. The applicant has requested to reduce this minimum landscape strip from ten feet to five feet.

Additionally, the applicant seeks a second variance to encroach within the 45-foot rear building setback for a Commercial Medium-Density (C2) zoned parcel. The applicant proposes to reduce the 45-foot rear setback by 16 feet, resulting in a setback of 29 feet from the property line.

BACKGROUND: The subject property is located at 738 W Bankhead Hwy and has 540 feet of lot frontage along West Bankhead Hwy. The 0.6-acre subject property is currently zoned C2 and is legally non-conforming due to its lot size not meeting the minimum 2.5-acre requirement for this zoning category.

Currently, Hometown Auto Mart occupies the property but will be vacating the lot soon. The applicant proposes demolishing the existing structures on the parcel to construct a new Waffle House Restaurant building, approximately 2,000 square feet in size, on the eastern portion of the parcel. The development will include 30 parking spaces, a retention/detention pond, and a dumpster area.

STAFF RECOMMENDATION:

#1 Variance Request: Section 7.05(6) of the Villa Rica Parking and Landscaping requires parking areas adjacent to other developed parcels to have a minimum planting area width of ten (10) feet.

Application Proposal: The applicant seeks a perimeter landscape area reduction to five feet wide.

Staff Recommendation: Approval

Reasoning: While the applicant deviates from the required ten-foot landscape screening, the unique nonconformity of the parcel—a small C2-zoned development—poses challenges. Granting this variance would not harm the subject parcel, adjacent properties, or the public. The environmental impact in the surrounding area would be minimal to nonexistent.

#2 Variance Request: Section 4.04 - Lot Standard / Table 4.5 Non-Residential Lot Standards, Commercial, Medium Density (C2) Rear Building setback requirements: 45 feet

Application Proposal: Encroach 16 feet of the rear setback

Staff Recommendation: Approval

Reasoning: The property is a legally non-conforming 0.6-acre Commercial medium density (C2) zoned parcel, which must adhere to the development standards for a (C2) zoned property. The proposed encroachment will not adversely affect the subject lot, adjacent parcels, or the surrounding area's environment. The applicant aims to maximize the use of the undersized (C2) parcel.

IMPACT: N/A

MOTION:

- (1) I move to approve the request to reduce the minimum landscape strip from ten feet to five feet by Waffle House Inc.
- (2) I move to approve the request to reduce the 45-foot rear building setback by 16 feet by Waffle House Inc.



August 13, 2024

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

Re: Planning Report
Waffle House Inc.
VA-09-24
738 W Bankhead Hwy
Land Lot 158, District 6
Parcel # V07 0110006
Zone: Commercial, Medium Density (C2)
Acreage: .60
Ward: 2
City Council Member: Matthew Montaham
Planning Board Member: Julie Cepin
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

Waffle House, Inc. (the Applicant) seeks a variance from Section 7.05(6) of the Villa Rica Parking and Landscaping ordinance requirement, which requires parking areas adjacent to other developed parcels to have a planting area at least ten feet wide. The applicant has requested to reduce this minimum landscape strip from ten feet to five feet. The applicant seeks a second variance to encroach within the 45-foot rear building setback. The 0.6-acre subject property is currently zoned C2 and is legally non-conforming due to its lot size not meeting the minimum 2.5-acre requirement for this zoning category. The applicant seeks to reduce the 45-foot rear setback by 16 feet, resulting in a setback of 29 feet from the rear property line.

The following documents, which were submitted in support of the application, have been reviewed:

1. Application for a Variance, dated June 17, 2024 (3 pages);
2. Letter of Authorization from the property owner, dated June 17, 2024, notarized and signed by Charles A. Tackett and Ronald C. Tackett (1 page);
3. Deed, dated February 29, 1988, signed by C. Winton Tackett, Sr., (2 pages);
4. Applicant Statement of Necessity, July 25, 2024, (2 pages);
5. Site Plan, dated June 16th, 2024, prepared by Contineo Group (1 page);
6. Property Survey, dated May 16, 2024, prepared by Contineo Group. (1 page);



Waffle House Inc.
738 W Bankhead Highway
VA-09-24

A. Existing Conditions

The .6-acre subject property has 540 feet of lot frontage along West Bankhead Hwy. The land is relatively flat and devoid of any bodies of water. Currently zoned as Commercial Medium-Density (C2), the property is legally non-conforming due to its lot size not meeting the minimum 2.5-acre requirement for the zoning. The site's parking lot area features a mix of gravel and weathered concrete.

Hometown Auto Mart, the current occupant, has two accessory structures on the parcel: a 12x12-foot utility shed built in 1990 and an 18x30-foot prefabricated metal shed constructed in 2019. According to Carroll County's Tax Assessor database (QPublic.com), Hometown Auto Mart's primary building, spanning 1,296 square feet, was originally built in 1958 (effective year 1978).

The subject parcel at 738 W Bankhead Hwy directly abuts the Commercial Medium-Density (C2) zone on all sides. To the north lie Pro-Tech Automotive Care & Carwash and Taqueria Tapatio's, while CVS Drug Store occupies the eastern side. The new Carroll County Fire Department is situated to the west, and to the south lies a .13-acre Carroll County-owned parcel with a communications tower on an undeveloped 2.64-acre tract. The subject parcel does not border any city boundary or unincorporated area.

Surrounding Properties:

TABLE 1 – SURROUNDING LAND USES		
	Current Zoning	Land Use Character Area
North	Commercial Medium-Density (C-2)	I-20 Gateway
East	Commercial Medium-Density (C-2)	I-20 Gateway
South	Commercial Medium-Density (C-2)	I-20 Gateway
West	Commercial Medium-Density (C-2)	I-20 Gateway



The property at 738 W Bankhead Hwy is currently operated by Hometown Auto Mart, LLC, which has been in business since 2002. Hometown Auto Mart LLC occupies a 1296-square-foot building on the site. Notably, the property underwent a zoning change during the citywide rezoning effort in 2020. It transitioned from its previous designation as General Commercial (GC) under the Unified Development Code (UDC) to its current zoning classification of Commercial-Medium Density (C2). This change represented a lateral shift in zoning regulations.

The applicant proposes demolishing the existing structures on the property to construct a new approximately 2000-square-foot Waffle House Restaurant building. The new development is planned to be located on the eastern portion of the parcel and will include 30 parking spaces, new landscaping, and a detention/retention pond on the northwest part of the parcel. According to the applicant's letter of intent, a variance is requested to reduce the required landscape screen adjacent to other developed parcels from ten feet to five feet along the southern and western property lines. The site has sufficient space to meet the 20-foot landscape screen requirement from the public street right-of-way. The applicant, however states that reducing the landscape screen will facilitate the construction of 30 parking spaces and allow the dumpster area to be placed closer to the southern property line, ensuring proper maneuvering space for service trucks. An existing Waffle House restaurant is located about 3,619 feet (0.69 miles) south of the proposed site, off Highway 61.



Waffle House Inc.
738 W Bankhead Highway
VA-09-24

Flood Plain

The property is not located within a flood zone. Figure 2, below, indicates the flood zone map:

National Flood Hazard Layer FIRMette

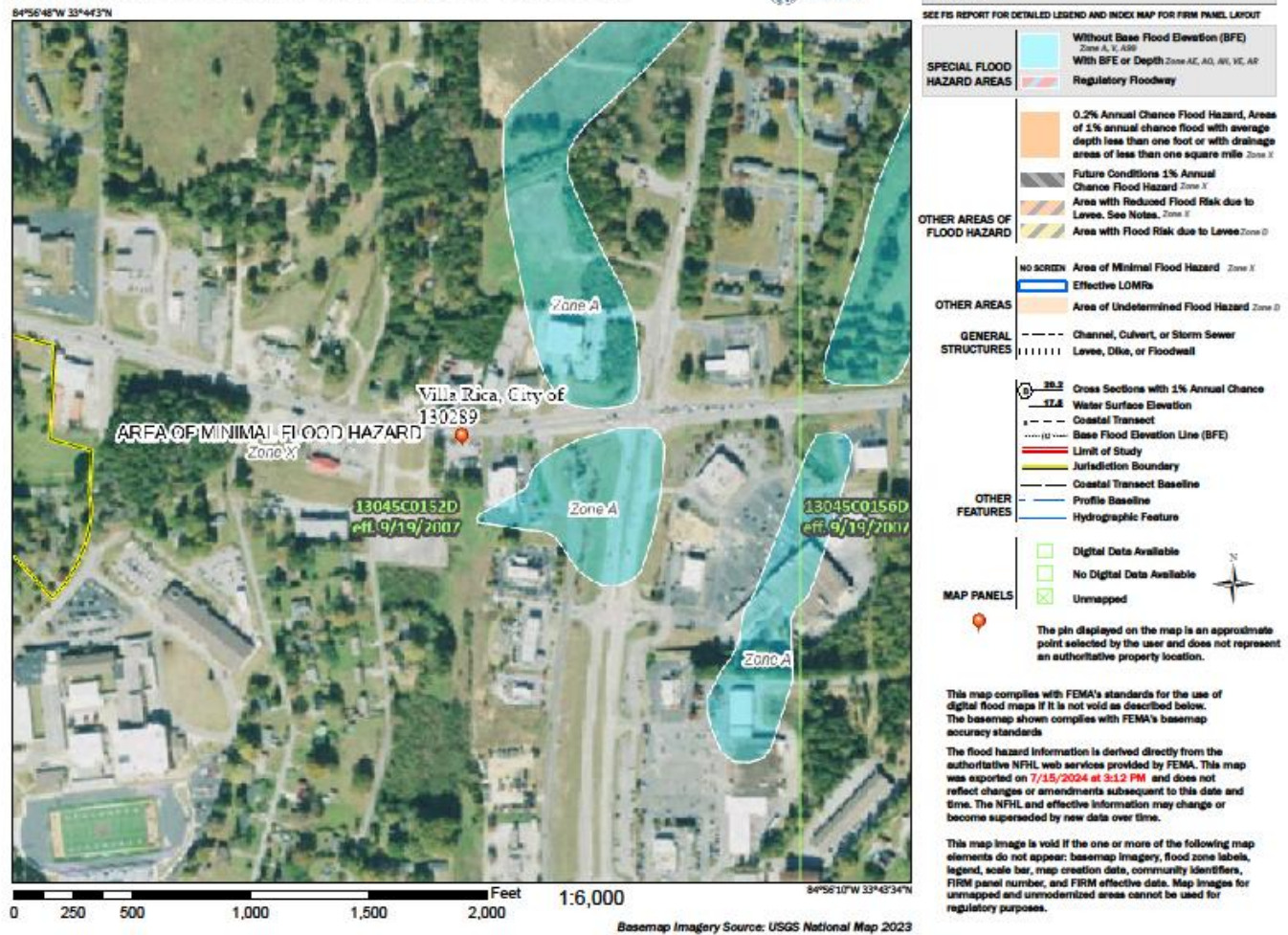


Figure 2: FEMA Flood Map



D. Variances

The developer has requested to deviate from a subsection of the Villa Rica Zoning Ordinance, as outlined below.

The Applicant has requested variance relief for the following:

- Section 7.05(6)(a) *Parking Area Landscaping-*
 - Perimeter Landscaping for Off-Street Parking Areas. All parking lots, including parking spaces (excluding interior drives and loading/unloading areas), shall be separated from all public or private street rights-of-way by a landscape screen that is a minimum of twenty (20) feet in width. **Parking areas adjacent to other developed parcels shall require a planting area that is a minimum of ten (10) feet in width.** Trees shall be provided for interior drives per Subsection 7.05(8) – Street Tree Planting Requirements. Screening may consist of any of the following options or a combination:
 - Planting. A minimum of one (1) tree shall be provided for every thirty (30) linear feet of landscaped area. The trees may be a combination of deciduous and evergreen. The tree requirement may be reduced or eliminated if street trees are provided per Subsection 7.05(8) and are within thirty (30) feet of the edge of the parking area. In addition, a minimum of one (1) shrub shall be provided at a minimum of every three (3) feet in order to form a continuous screen a minimum of thirty-six (36) inches high within two (2) years of planting. The spacing may be wider than three feet depending on shrub selection and with approval by the Director. A minimum of fifty percent (50%) of the required shrubs shall be evergreen; or
 - Landscape Berm. A landscaped berm that is a minimum of three (3) feet in height shall be provided along the length of the landscaped area. Trees shall be provided and shrubs where the berm tapers to less than thirty-six (36) inches to maintain a continuous screening height of thirty-six (36) inches.
- Section 4.04 *Lot Standards*
 - Table 4.5 Non-Residential Lot Standards
 - Commercial, Medium Density (C2) **Rear Building setback requirements: 45 feet**

Proofs for Variances

Variance #1:

In reviewing the variance requests and design standard deviations for the development, the “benefits vs. detriments” of such approval were considered alongside the adherence to the Comprehensive Plan. The first variance request involves the applicant seeking a variance from Section 7.05(6) of the Villa Rica Parking and Landscaping requirement, which mandates that “Parking areas adjacent to other developed parcels shall require a planting area that is a minimum of ten (10) feet in width.” The applicant has requested that the minimum landscape strip be from 10 to 5 feet.



Waffle House Inc.
738 W Bankhead Highway
VA-09-24

Staff identified several benefits, including the ability for the site to be utilized to its full potential despite its non-conformance. The request would also accommodate parking for customers and facilitate service vehicle maneuverability on the property with minimal disruption to customers. Lastly, staff could not find any immediate adverse impacts on the subject parcel, surrounding businesses, the environment, or public safety in variance request.

However, there are considerations to reducing the ten-foot perimeter landscaping strip to five feet. A five-foot perimeter landscaping strip may not be as effective in managing stormwater runoff as the regulated ten-foot strip. The reduction could also provide less shade and temperature control, and it may diminish the aesthetic appeal of the parcel.

Variance #2:

In reviewing the variance request and design standard deviations for the development, the “benefits vs. detriments” of such approval were considered alongside the purposes of the Comprehensive Plan. The second variance request pertains to Section 4.04 - Lot Standard / Table 4.5 Non-Residential Lot Standards for Commercial, Medium Density (C2). The applicant is seeking to reduce the rear building setback from 45 feet to 29 feet.

Staff identified that the applicant’s request would allow for the construction and maximization of an undersized, legally non-conforming (C2) lot. Additionally, the reduction request very little impact on the adjacent parcels. Reviewing the cumulative impacts staff supports the rear setback deviation request.

The Future Land Use Plan prescribes “I-20 Gateway Activity Center” as future land uses for the parcels. The intent of the Industrial Activity Center is as follows:

“Enhance entrances into the city from I-20 and facilitate access to goods and services to serve residents and commuters. Create employment opportunities where a location benefits from interstate proximity and available infrastructure. In a most basic form, Gateways serve as the primary entrances into the city, providing access goods and services for both residents and commuters. Gateways are similar to commercial activity centers, with an emphasis on capturing commuter traffic and providing a sense of arrival to Villa Rica. Gateway areas should support a variety of uses, including commercial, mixed use, and office-related developments which also offer employment opportunities. Such development can provide opportunities for hotels similar high intensity developments.”

The existing development pattern in the area is consistent with the Comprehensive Plan from an intensity and site development standpoint. The subject parcel is within the commercial corridor character area of West Bankhead Highway. According to the City of Villa Rica’s Comprehensive Plan, the commercial corridor character area is to, *“enhance and maintain well-functioning, attractive corridors that serve local needs, facilitate traffic flow, and coordinate land use patterns without encroaching on adjacent neighborhoods.”* The proposed development has little impact on traffic flow on West Bankhead Hwy. The nature of the variance does impact the intents of the Comprehensive Plan, as the activity center is aimed at enhancing entrances to the city and providing a sense of arrival.



Variance Decision Criteria

In taking action on all variance requests, the Council shall use the following decision criteria, consistent with the requirements of the Georgia Code.

a) Development Standards Variance. The Council may grant a variance from the development standards of this ordinance (such as height, bulk, area) if, after a public hearing, it makes a determination in writing (consistent with O.C.G.A. 36-66-1), that:

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

The approval of the variances would not be injurious to the public health, safety, morals, and general welfare of the community

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

The value of the surrounding properties is not expected to decline or be otherwise reduced in value by permitting the variances.

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

- **Legally Non-Conforming Property:** The applicant is attempting to construct a property that is already legally non-conforming (C2) and does not meet the required 2.5-acre minimum lot size for commercial medium-density parcels within the city. This non-conformity is a pre-existing condition of which the applicant is aware.
- **Maximizing Use of the Property:** The applicant is trying to maximize the use of this undersized property by constructing a 2,000-square-foot building with 30 parking spaces and a dumpster area. This indicates an attempt to fully utilize the property despite its non-conforming status.
- **Self-Imposed Situation:** Since the applicant is choosing to develop a property that does not meet the zoning requirements, the practical difficulty arises from their decision to proceed with this development. This situation is not due to the unique circumstances of the property itself but rather the applicant's actions.



Waffle House Inc.
738 W Bankhead Highway
VA-09-24

E. Comments

No Staff Comments.

Recommendations:

Variance Request #1: Section 7.05(6) of the Villa Rica Parking and Landscaping requires parking areas adjacent to other developed parcels to have a minimum planting area width of ten (10) feet.

Application Proposal: The applicant seeks to reduce the planting area width from ten (10) to five (5) feet.

Staff Recommendation: Approval

Reasoning: The nonconformity of the parcel poses challenges not meeting the minimum size for a (C2) zone. Granting this variance would not adversely impact the subject parcel, adjacent properties, or the public. The environmental impact in the surrounding area would be minimal to nonexistent.

Variance Request #2: Section 4.04 - Lot Standard / Table 4.5 Non-Residential Lot Standards, Commercial, Medium Density (C2) Rear Building setback requirements: 45 feet

Application Proposal: 29 feet

Staff Recommendation: Approval

Reasoning: The property is a legally non-conforming 0.6-acre Commercial medium density (C2) zoned parcel, which does not adhere to the development standards for a (C2) zoned property. The proposed encroachment will not adversely affect the subject lot, adjacent parcels, or the surrounding area's environment. The applicant aims to maximize the use of the undersized (C2) parcel.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in *Times-Georgian* and the *Douglas County Sentinel* on July 25, 2024; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city objecting to the proposed variances or project.

Should you have any questions concerning the above comments please do not hesitate to contact



Waffle House Inc.
738 W Bankhead Highway
VA-09-24

my office. We reserve the right to make additional comments based upon further review or submission of revised plans or new information.

Public Comments:

No Public Comments have been received by the Planning and Zoning staff as of the date of this report.

Conclusion:

In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council's consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

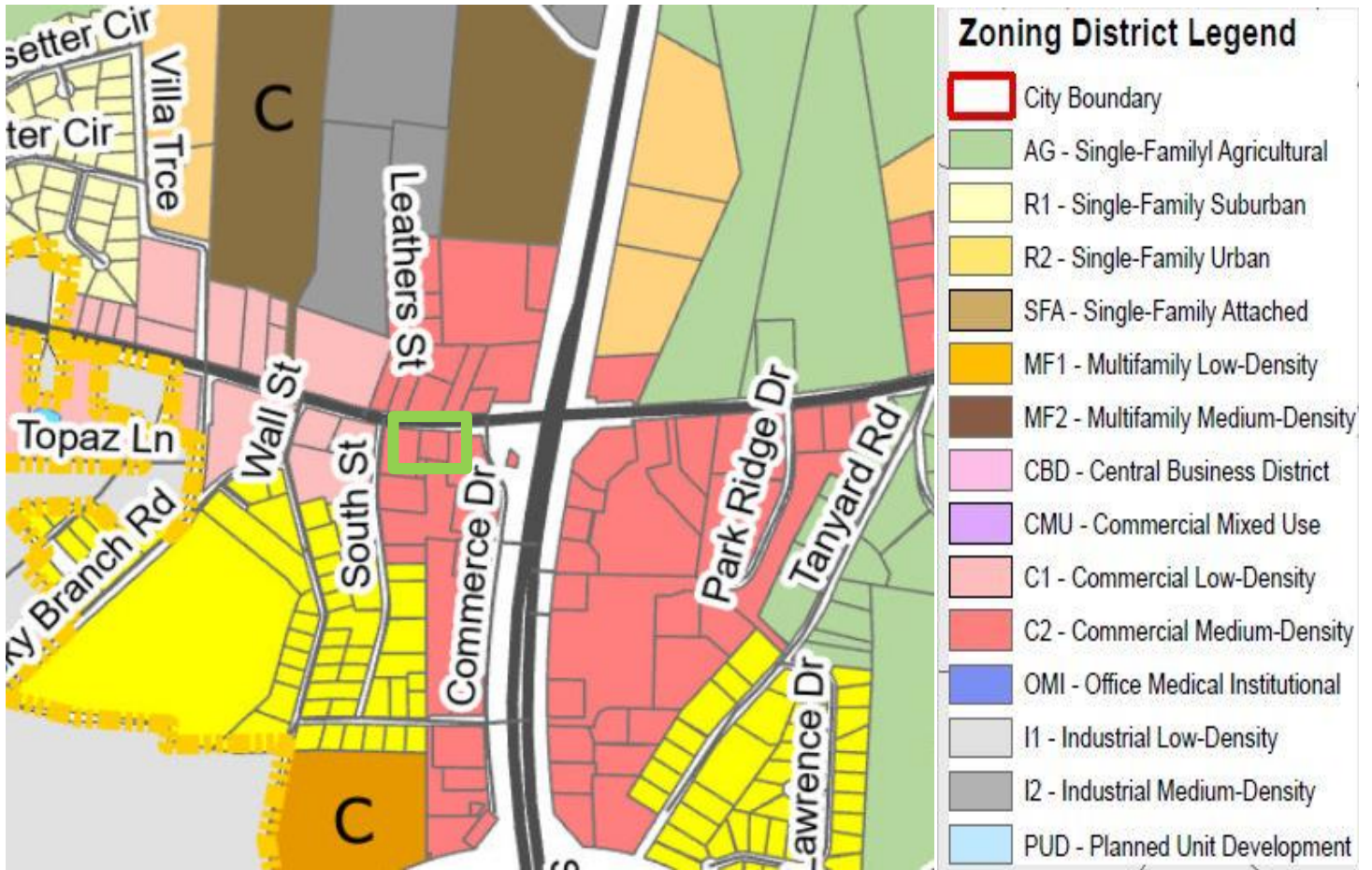
Please let staff know if you require any additional information or have any questions regarding this report.

Sincerely,
Shaun Daniels
Planner
sdaniels@villarica.gov | 678-785-9995



Waffle House Inc.
738 W Bankhead Highway
VA-09-24

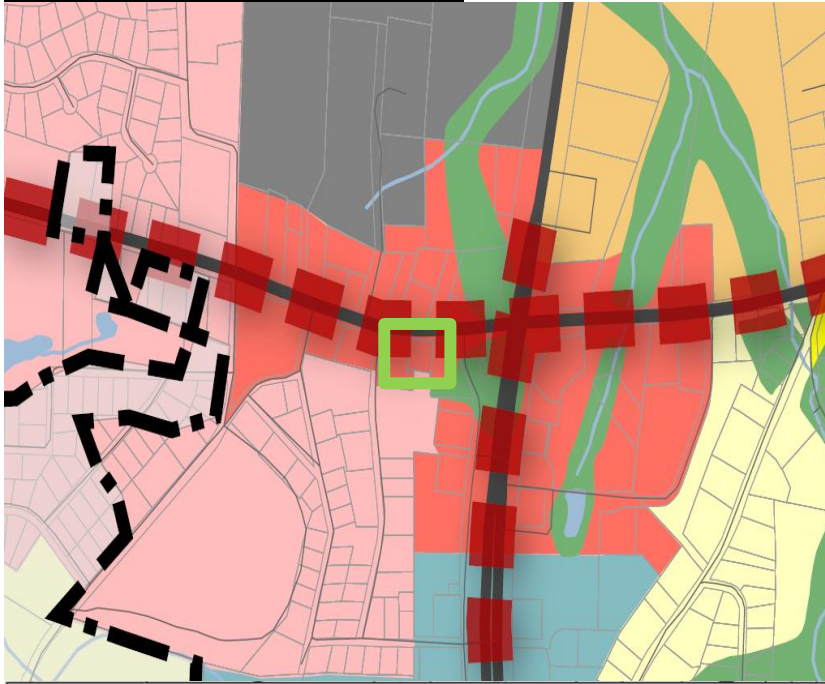
Villa Rica Zoning Map:





Waffle House Inc.
738 W Bankhead Highway
VA-09-24

Villa Rica Future Land Use Map:



CHARACTER AREAS

-  CONSERVATION / OPEN SPACE
-  TRADITIONAL NEIGHBORHOOD
-  SUBURBAN NEIGHBORHOOD
-  URBAN VILLAGE
-  SUBURBAN VILLAGE

-  COMMUNITY CROSSROADS
-  I-20 GATEWAY
-  COMMERCIAL CORRIDOR

ACTIVITY CENTERS

-  DOWNTOWN
-  INDUSTRIAL
-  COMMERCIAL
-  MEDICAL

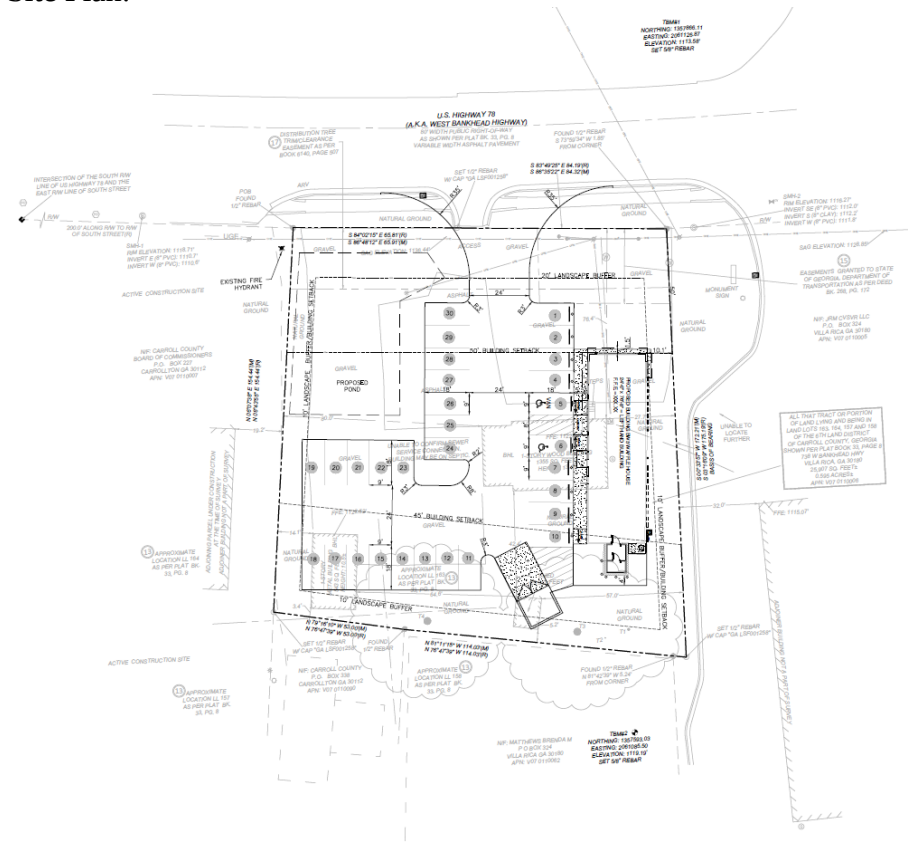
-  PROPOSED GREENWAY TRAIL
-  PROPOSED ROAD PROJECTS
-  URBAN GROWTH AREA
-  CITY BOUNDARY





Waffle House Inc.
738 W Bankhead Highway
VA-09-24

Site Plan:



- PROJECT TO BE DELIVERED IN ACCORDANCE WITH AMERICANS WITH DISABILITY ACT (ADA) PER FEDERAL, STATE AND LOCAL CODES.
- PROJECT TO BE DELIVERED IN ACCORDANCE WITH THE UNIFORM TRAFFIC CONTROL MANUAL (UTCM), AS WELL AS STATE AND LOCAL REGULATIONS.
- ARCHITECTURAL PLANS ARE TO GOVERN IN THE AREA WITHIN 5' OF THE BUILDING ENVELOPE. THIS IS TO INCLUDE BUT NOT LIMITED TO STEPS, STAIRS, SIDEWALKS, RAMPS, HANDRAILS, ETC. THE CONTRACTOR IS RESPONSIBLE FOR ALL WORK OUTSIDE OF THIS ENVELOPE.
- THE SPACE OF CURB AND OUTSIDE FACE OF BUILDING SHALL BE THE DIMENSIONAL REFERENCE FOR ALL SITE MEASUREMENTS AND SHALL UNLESS OTHERWISE NOTED ALL RADIUS SHALL BE ASSIGNED TO BE 0, UNLESS NO DIMENSION IS GIVEN.
- CURB AND GUTTER SHALL BE 24" IN SIZE UNLESS SPECIFIED OTHERWISE.
- EXISTING AND REMAINING FACILITIES, WHETHER ON THE PROPERTY OR ON ADJACENT PROPERTIES, SHALL BE MAINTAINED IN THEIR ORIGINAL CONDITIONS. IF DISTURBED, THESE STRUCTURES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
- CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL AS-BUILTS AND OTHER CERTIFICATIONS IN ORDER TO OBTAIN THE ACCEPTANCE OF THE PROJECT BY THE CLIENT AND RELEASE OF A CERTIFICATE OF OCCUPANCY.
- CONTRACTOR TO VERIFY THE EXISTING CONDITIONS ON WHICH THE PROJECT DESIGNS (ALL PHASES) ARE BASED AND BECOME FAMILIAR WITH ALL NECESSARY INFORMATION PERTAINING TO THE SUBJECT TRACT OR ADJACENT PROPERTIES. IF UNUSUAL CONDITIONS ARE DISCOVERED WHICH AFFECT THE SCOPE AND DELIVERY OF THE PROJECT, THE CONTRACTOR IS TO PROVIDE IMMEDIATE WRITTEN NOTIFICATION TO THE ENGINEER.
- THE CONTRACTOR SHALL DELIVER THE PARKING LOT PAINTING AND STRIPING WITH A MINIMUM OF TWO COATS OF PAINT PER PROJECT SPECIFICATIONS.
- ALL EXISTENCES REQUIRED TO COMPLETE THE WORK, BUT NOT PROVIDED BY THE CLIENT ARE THE RESPONSIBILITY OF THE CONTRACTOR.

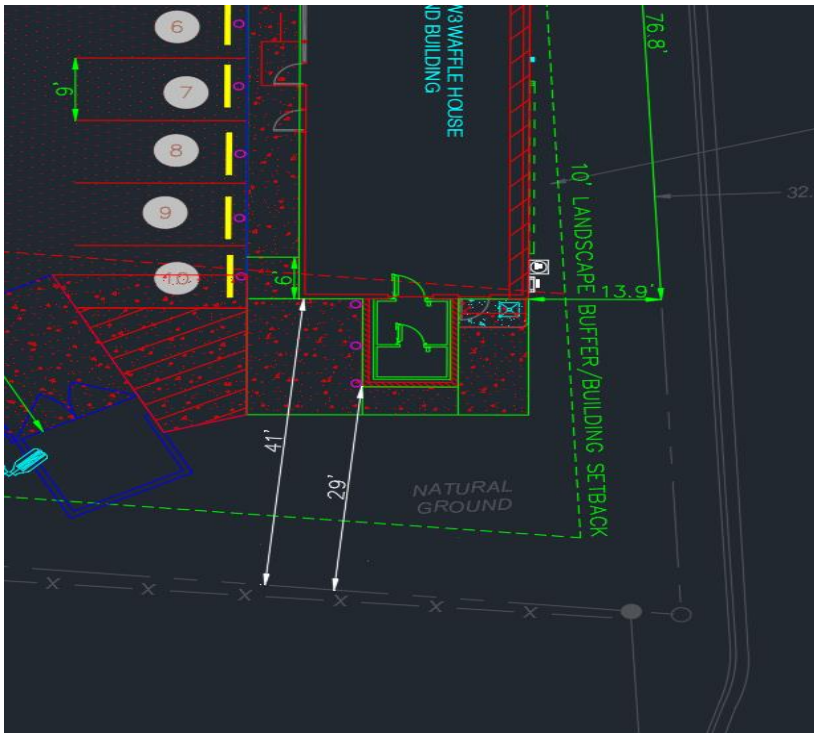
SITE SUMMARY	
PARCEL ID	V 07 010008
EXISTING ZONING	C2 - COMMERCIAL MEDIUM
PROPOSED USE	RESTAURANT
NUMBER OF STORES	
BUILDING HEIGHT	10'-0" A.F.F.
MAX. BUILDING HEIGHT	40'
PROPOSED SITE AREA	40,000 SQ. FT. (± 2,000 SQ. FT.)
TOTAL PROP. BUILDING AREA	± 3,000 SQ. FT.
MIN. SIDE REQUIREMENTS	75' FT. 10' TALL MAX.
SIDE SETBACK	5' OFF P.O.B.
FRONT SETBACK	50'
REAR SETBACK	10'
FRONT LANDSCAPE BUFFER	10'
REAR LANDSCAPE BUFFER	10'
MINIMUM PARKING SPACES REQUIRED	1 SPACE PER 3 SEATS, 6' FOR EACH OUTLET OR GREATER (NOT CH. SEATS/144 IN. 20 PARKING SPACES)
PARKING DIMENSIONS	8' X 30'
DRIVE WALK CURB	24'
PROPOSED PARKING	30

LEGEND	
---	PROVIDED LINE
---	EXISTING LINE



Waffle House Inc.
738 W Bankhead Highway
VA-09-24

Measurements on the subject parcel with the rear property line
(Southern border)





1. COMPLETION OF ALL WORK SHALL BE IN ACCORDANCE THESE PLANS, SPECIFICATIONS, AS WELL AS, WITH FEDERAL, STATE AND LOCAL REGULATIONS. DEVIATION FROM THESE MAY CAUSE THE PROJECT TO BE UNACCEPTABLE.
2. PROJECT TO BE DELIVERED IN ACCORDANCE WITH AMERICANS WITH DISABILITY ACT (ADA) PER FEDERAL, STATE AND LOCAL CODES.
3. PROJECT TO BE DELIVERED IN ACCORDANCE WITH THE UNIFORM TRAFFIC CONTROL MANUAL (UTCD), ASHTO, AS WELL AS STATE AND LOCAL REGULATIONS.
4. ARCHITECTURAL PLANS ARE TO GOVERN IN THE AREA WITHIN 5' OF THE BUILDING ENVELOPE, THIS IS TO INCLUDE BUT NOT LIMITED TO, STEPS, STAIRS, SIDEWALKS, RAMPS, HANDRAILS, ETC. SITE CONTRACTOR IS RESPONSIBLE FOR ALL WORK OUTSIDE OF THIS ENVELOPE.
5. THE FACE OF CURB AND OUTSIDE FACE OF BUILDING SHALL BE THE DIMENSIONAL REFERENCE FOR ALL SITE MEASUREMENTS AND RADII, UNLESS OTHERWISE NOTED. ALL RADII SHALL BE ASSUMED TO BE 5', WHERE NO DIMENSION IS GIVEN.
6. CURB AND GUTTER SHALL BE "18" IN SIZE UNLESS SPECIFIED OTHERWISE.
7. EXISTING AND REMAINING FACILITIES, WHETHER ON THE PROPERTY OR ON ADJACENT PROPERTIES, SHALL BE MAINTAINED IN THEIR ORIGINAL CONDITIONS. IF DISTURBED, THESE STRUCTURES SHALL BE RESTORED TO THEIR ORIGINAL CONDITION.
8. CONTRACTOR IS RESPONSIBLE TO PROVIDING ALL AS-BUILTS AND OTHER CERTIFICATIONS IN ORDER TO CAUSE THE ACCEPTANCE OF THE PROJECT BY THE CLIENT AND RELEASE OF A CERTIFICATE OF OCCUPANCY.
9. CONTRACTOR TO VERIFY THE EXISTING CONDITIONS ON WHICH THE PROJECT DESIGNS (ALL PHASES) ARE BASED AND BECOME FAMILIAR WITH ALL NECESSARY INFORMATION, WHETHER ON THE SUBJECT TRACT OR ADJACENT PROPERTIES. IF UNKNOWN CONDITIONS ARE DISCOVERED WHICH JEOPARDIZES THE SCOPE AND DELIVERY OF THE PROJECT, THE CONTRACTOR IS TO PROVIDE IMMEDIATE WRITTEN NOTIFICATION TO THE ENGINEER.
10. THE CONTRACTOR SHALL DELIVER THE CURB AND GUTTER AT A 28-DAY COMPRESSIVE STRENGTH OF 3,000 PSI.
11. THE CONTRACTOR SHALL DELIVER THE PARKING LOT PAINTING AND STRIPING WITH A MINIMUM OF TWO COATS OF PAINT PER PROJECT SPECIFICATIONS.
12. ALL EASEMENTS REQUIRED TO COMPLETE THE WORK, BUT NOT PROVIDED BY THE CLIENT, ARE THE RESPONSIBILITY OF THE CONTRACTOR.

SITE SUMMARY	
PARCEL ID	V 07 0110006
EXISTING ZONING	C2 – COMMERCIAL MEDIMUM
PROPOSED USE	RESTAURANT
NUMBER OF STORIES	1
BUILDING HEIGHT	16'-2" A.F.F.
MAX. BUILDING HEIGHT	45'
PROPOSED SITE AREA	±0.6 AC (± 26,136-SF)
TOTAL PROP. BUILDING AREA	± 2,000-SF
SIGN SITE REQUIREMENTS	75 SF, 10' TALL MAX.
SIGN SETBACK	5' OFF R.O.W.
FRONT SETBACK	50'
SIDE SETBACK	10'
REAR SETBACK	45'
FRONT LANDSCAPE BUFFER	20'
SIDE LANDSCAPE BUFFER	10'
REAR LANDSCAPE BUFFER	10'
MINIMUM PARKING SPACES REQUIRED	1 SPACE PER 3 SEATS + 1 FOR EACH EMPLOYEE ON GREATEST SHIFT (34 SEATS/3)+8= 20 PARKING SPACES)
PARKING DIMENSIONS	9' x 18'
DRIVE AISLE WIDTH	24'
PROPOSED PARKING	30

PROPERTY LINE
EASEMENT LINE
SETBACK LINE
6" HEADER CURB
PROPOSED CONCRETE
ADA DESIGNATED STALL
PARKING SPACE COUNT

"A UNIQUE AMERICAN PHENOMENON"

WAFLE HOUSE®

"AMERICA'S PLACE TO EAT, AMERICA'S PLACE TO WORK"

5986 Financial Drive, Norcross, GA 30071
(770) 729-5700

ISSUED FOR: PERMIT

JURISDICTION: CITY OF VILLA RICA

These drawings and the design represented herein are the exclusive property of The Contino Group. Reproduction or any use of these drawings other than for the project intended without the express written consent of The Contino Group is prohibited. Any unauthorized use will be subject to legal action.

JOB NO:	DATE:
24-190	05/16/24

SHEET C02



APPLICATION FOR VARIANCE/APPEAL

☐ APPEAL ☒ VARIANCE

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

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

Date of Application: June 17, 2024

APPLICANT

Applicant Name: Waffle House, Inc.

Address: 5986 Financial Dr City: Norcross State: GA Zip: 30071

Phone: (770) 823-8007 Fax: () - Email: robertalley@wafflehouse.com

Agent Name: Robert Alley

Address: 5986 Financial Dr City: Norcross State: GA Zip: 30071

Phone: (770) 823-8007 Fax: () - Email: robertalley@wafflehouse.com

Owner Name (If different from applicant): Charles A. Tackett/ Ronald C. Tackett

Address: 970 Huff Road City: Atlanta State: GA Zip: 30318

Phone: (404) 580 - 3479 Fax: () - Email: chucktackett@bellsouth.net

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

VARIANCE OR APPEAL INFORMATION

Address of Variance or Appeal Location: 738 W Bankhead Hwy, Villa Rica, GA 30180

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

Signature of Applicant

Date

6/17/24



CASE # _____
VARIANCE/APPEAL

Required Materials to Accompany the Application

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

Variance:

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

Appeals from Staff Determinations:

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

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

678.785.1004 (T)
770.459.7003 (F)

For Department Use Only

Case No: _____

Filing Fee: _____

Date Received: _____

Pre-Application Conf: _____

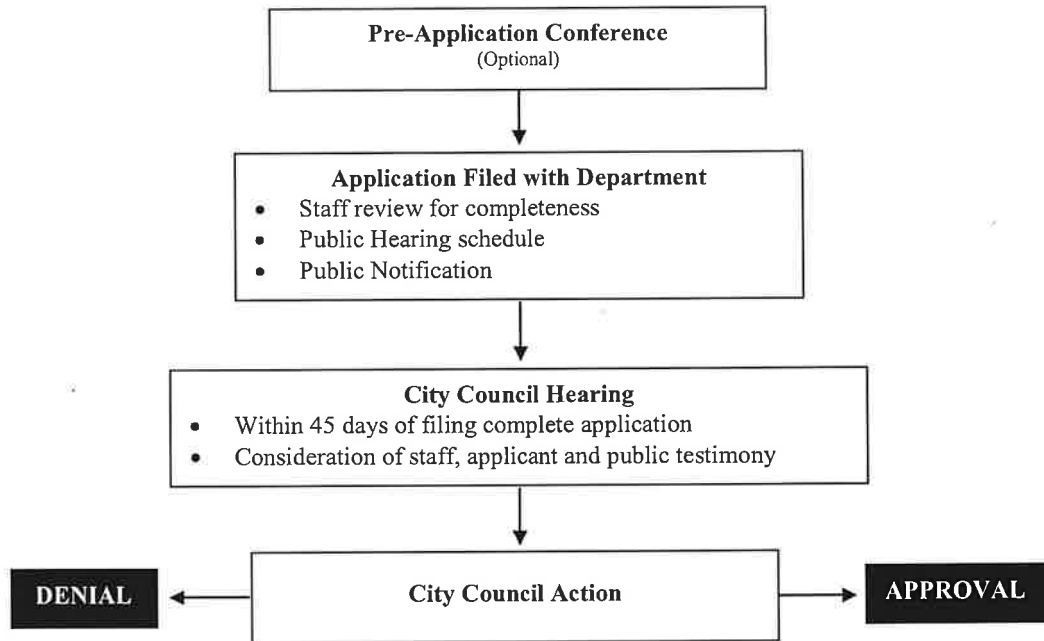
Staff Comments/Findings: _____

Action and Date: _____



CASE # _____
VARIANCE/APPEAL

PROCESS





P.O. BOX 6450 - NORCROSS, GEORGIA 30091-6450
5986 FINANCIAL DRIVE, NORCROSS, GEORGIA 30071
(770) 729-5700

July 25, 2024

City of Villa Rica Planning and Zoning
571 W Bankhead
Villa Rica, GA

Re: VA-09-24 – Waffle House – Reduction of Minimum Lot Size, Rear Building Setback and Landscape Buffer

This letter serves as a statement regarding the hardships for all variance request.

Waffle House, Inc. is requesting variances to reduce the minimum lot size by 1.9 acres from 2.5 acres to 0.595 acres, the rear building setback by 16 feet from 45 feet to 29 feet and the landscape buffer along the western and southern property boundaries, which abut compatible commercial uses, of Parcel V 07 0110006 by 5 feet from 10 feet to 5 feet. Due to the unique size and shape of the existing lot, the parcel, as is, would be undevelopable per code without variances. The requested reduction in lot size would reduce the minimum lot size of 2.5 acres to 0.595 acres, a typical size for a Waffle House restaurant. The requested reduction in rear setback would reduce the rear building setback from 45 feet to 29 feet and would allow for the total building length. The reduction in landscape buffers is necessary for sufficient parking on site and will allow the dumpster screening structure to be positioned in a way to allow for a garbage truck to safely turn around and reenter traffic in a safe manner.

The requested reduction of the landscape buffer, as proposed, would limit any detrimental impact on the health, safety, and welfare of the general public by ensuring that the finished product is capable of managing peak hour parking needs for both employees and customers.

Kind regards,

A handwritten signature in blue ink, appearing to read "Robert Alley", is placed above the printed name.

Robert Alley
Real Estate Director
(770) 823-8007
robertalley@wafflehouse.com



CITY OF VILLA RICA

City Council Commission Meeting Agenda Item Cover Sheet

SUBJECT: RA-03-24 – Rezoning two parcels from Industrial Low Density (I1) to Commercial Medium Density (C2) for property at 615 Industrial Blvd.

AGENDA DATE: August 13, 2024

DATE PREPARED: July 30, 2024

PREPARED BY: Shaun Daniels, Planner

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING: YES

PURPOSE: Scott Evans (the Applicant) seeks to rezone two tracts at Industrial Boulevard. The applicant proposes to rezone the two parcels from Industrial, Low Density (I1) to Commercial Medium Density (C2). The applicant wants to reclassify the parcels to obtain large motor vehicle sales, and minor motor vehicle repair and service outright permitted uses, at the property located at 615 Industrial Boulevard.

BACKGROUND: The applicant's subject parcels at 615 Industrial Boulevard, off Highway 101, comprise a combined area of 8.29 acres. The applicant's subject parcels are approximately 234 feet southeast of Villa Rica's Gold Dust Park.

The two subject lots are currently vacant but feature two structures: a 10,050-square-foot primary building and a 1,200-square-foot accessory building. Scott Evans proposes to rezone these tracts to establish a car dealership superstore. The plan involves merging the two subject lots and enhancing the existing 10,050-square-foot structure by adding a 10-bay vehicle garage bay. The applicant proposes designing interior spaces including a showroom, reception area, offices, conference room, customer lounge, service area, technician space, and parts storage. The applicant aims for a single-phase construction with a completion period of six months.

PLANNING AND ZONING COMMISSION: Approved (4-0)

STAFF RECOMMENDATION: Approval

Reasons:

1. **Density Comparison:**

- The proposed development is less dense than the current zoning.
- Surrounding parcels to the west and south belong to denser industrial districts compared to the proposed rezoning.

2. **Zoning to the North:**

- Parcels to the north have lighter, less dense commercial zoning.

3. **Comprehensive Plan Alignment:**

- Importantly, the proposed development and rezoning align with the comprehensive plan for the Suburban Village character area.

IMPACT: N/A

MOTION: I move to approve the rezoning request for Scott Evans to rezone the two tracts located at 615 Industrial Blvd from (I1) to (C2).



July 30, 2024

Theresa Campbell, City Clerk
Community Development Department
City of Villa Rica
571 W. Bankhead Highway
Villa Rica, GA 30180

Re: Planning Report
Scott Evans
RA-03-24
615 Industrial Boulevard
Land Lot 190, District 6
Parcel #: V03 0120017, V03 0120014
Acreage: 5.33 & 2.96
Ward: 3
City Council Member: Stephanie Warmoth
Planning Board Member: Andrew Newton
City of Villa Rica, Carroll County, Georgia

Dear Ms. Campbell:

Scott Evans, the applicant, is seeking to rezone two tracts at 615 Industrial Blvd. The current zoning is Industrial, Low Density (I1), and the proposed rezoning is Commercial Medium Density (C2). The purpose of this rezoning is to facilitate the construction of a Scott Evans car dealership superstore. Notably, the applicant has not requested any variances. Planning and Zoning Commission vote for approval (4-0) on July 16th, 2024.

The following documents, which were submitted in support of the Application, have been reviewed:

1. Property Survey, prepared by Elbert H. Angel, dated February 10, 2023;
2. Zoning Map Amendment (Rezoning) Application, dated May 28, 2024;
3. Applicant Statement of Intent, May 28, 2024
4. Carroll County qPublic.net Assessor's Report Summary, undated



A. Existing Conditions

The subject properties are situated along Industrial Blvd., just off Highway 101. These parcels boast approximately 344 feet of collective frontage along Highway 101. Currently zoned as Industrial, Low Density (I1), each tract features a vacant structure. The surrounding area exhibits a mix of zoning districts. Adjacent to the subject parcels, 3rd Street—populated by Single-Family Urban (R2) zoned residential lots—abuts the property. To the east lies (Nature’s Own) Flowers Baking Company LLC, on land zoned as Industrial Medium-Density (I2). Villa Rica’s Gold Dust public park is approximately 234 feet northwest of the subject properties. Additionally, six Commercial, Low-Density (C1) parcels adjoin the subject parcels to the north, including Dollar General and West Georgia Gymnastic Center.

To the south of the subject properties, an undeveloped parcel and Sunbelt Rentals occupy land zoned as Industrial, Low-Density (I1). Notably, no streams or state waters have been identified on the site, and no easements appear on the preliminary layout or property survey. While the Georgia Department of Transportation conducts road work along Highway 101, the applicant asserts that this work will not impact the two subject parcels.

Surrounding Properties:

TABLE 1 – ADJACENT ZONING AND LAND USE CHARACTER AREAS		
	Current Zoning	Land Use Character Area
North	Commercial Low-Density (C1)	Suburban Village
East	Single-Family Urban (R2)	Traditional Neighborhood
South	Industrial Low Density (I1)	Industrial
West	Industrial Medium-Density (I2)	Industrial & Conservation/ Open Space



Figure 1: Carroll County GIS image of the site, with the property boundaries approximated.

B. Site History

The City of Villa Rica's Unified Development Code (UDC) initially zoned the two subject properties at 615 Industrial Blvd as Light Industrial (LI). However, during the citywide rezoning effort in 2020, the property was rezoned to Industrial, Low density (I1). According to Carroll County's Tax Assessors software (QPublic), the subject parcels currently house vacant structures built around 1989.

The main vacant structure at 615 Industrial Blvd spans approximately 10,050 square feet, while an additional feature is a 1,200-square-foot structure. The accessory features include a 240-square-foot canopy and a 240-square-foot concrete/steel loading ramped area. The accessory structure has a roofed area supported by wooden beams and lacks walls. Notably, Ace Hardware operated within the 10,050-square-foot building in 2008, followed by 101 Sales & Supplies in 2018. All Plant Mechanical continued operations on the subject parcels until February 2024.

C. Proposed Development

Scott Evans seeks to rezone two tracts at 615 Industrial Blvd. from Industrial, Medium Density to Commercial Medium-Density (C2) for the construction of a car dealership superstore. Notably, no variances have been requested. The plan includes combining the two subject lots through a parcel lot merger.

The expansion involves adding to the existing 10,050-square-foot structure, with a 10-bay vehicle bay door area on the south elevation. Additionally, a service area equipped with two glass window garage bays will be built. Two more glass window garage bay doors are planned for the dealership's east



elevation (back). Interior spaces will include a showroom, reception area, offices, conference room, customer lounge, service area, technician space, and parts storage.

This single-phase construction project is estimated to take six months. Utility services are already in place, though electrical upgrades may be needed. City water and sewers will be utilized. Scott Evans currently operates an 11,080-square-foot dealership in Carrollton, GA.

See Table 2 below for yard and bulk requirements in the C2 Zone:

TABLE 2 - BULK REQUIREMENTS – (C2) Commercial Medium, Density ZONE DISTRICT			
	Required	Proposed	Conforming (C) or Nonconforming (NC)
Minimum Lot Area (sf)	2.5ac	5.33ac (Parcel 0017) 2.9ac (Parcel 0014)	C
Minimum Lot Width (ft)	50ft	140ft (Parcel 0017) 204ft (Parcel 0014)	C
Minimum Front Yard Setback (ft)	45ft	TBD	Unknown
Minimum Rear Yard Setback (ft)	45ft	TBD	Unknown
Minimum Side Yard Setback (ft)	30ft	TBD	Unknown
Maximum Building Coverage (%)	50%	TBD	Unknown
Maximum Building Height (ft)	60ft	TBD	Unknown
Maximum Impervious Coverage (%)	80%	TBD	Unknown

Design Standards

The city has design standards for all non-residential design standards in Section 9.04 of the Zoning Ordinance to which the applicant must comply at the time of architectural review.

Amenities/Open Space

The applicant has not indicated the open space amounts proposed. The ordinance requires a total of 5% of the lot to be reserved for open space. The ordinance specifies what is considered non-qualifying open space and qualifying open space as specified below:

Table 7.24: Minimum Required Open Space		
Zoning District	Percentage of Open Space	Notes
R1, R2	8%	-
SFA, MF1	12%	-
MF2	15%	-
CMU, C1, C2, OMI	5%	-
I1, I2	2%	Sites less than 3 acres are exempt
AG, CBD	-	Exempt

Offsite Improvements

The applicant has not proposed any offsite improvements at this time.



Flood Plain

The property is not located within a flood zone and no state waters traverse or is located on the property.

National Flood Hazard Layer FIRMette

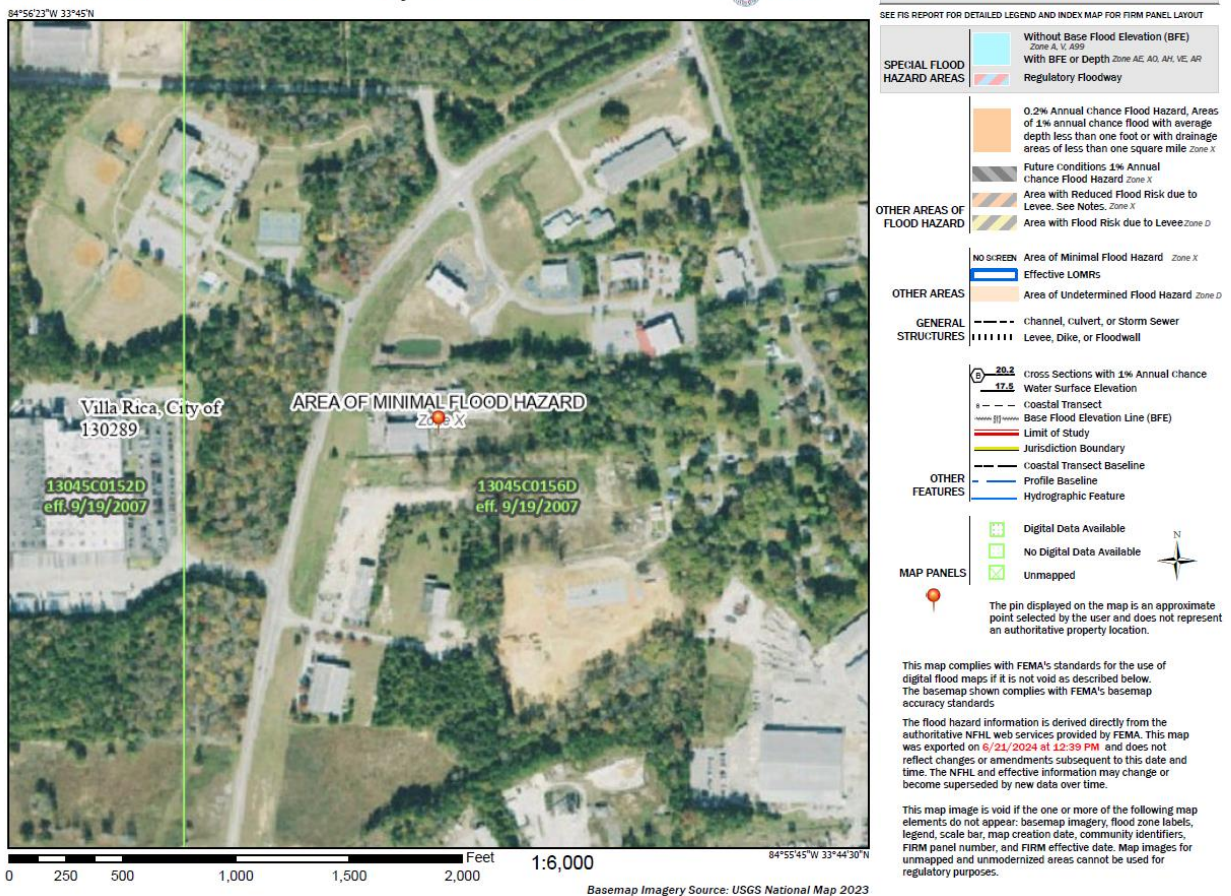


Figure 2: National Flood Hazard Layer FIRM Map

Buffering/Screening/Tree Conservation:

The City of Villa Rica requires all new developments to submit a landscaping plan at the time of development plan submission. To the north and east, the applicant is required to have vegetative buffers between the lower-dense varying adjacent parcels. To the north of the subject parcels are multiple commercial, low-density (C1) lots and Villa Rica requires new (C2) developments abutting (C1) zones to have a type 1 buffer between the varying zoned lots. Type 1 buffers mandate that new developments incorporate a ten-foot buffer using materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material. This buffer must



achieve a unit value of 3.0 for every, one hundred linear feet along any exterior roadway, or a unit value of 2.0 for each one hundred linear feet of adjoining property (whether developed or undeveloped). Notably, at least fifty percent of the unit value should come from deciduous shade trees (overstory).

On the eastern side of the new development are Residential single-family urban (R2) parcels, which require a type 4 buffer. Type 4 buffers call for a buffer width of 75 feet. Additionally, these buffers must include an opaque fence, wall, or earthbound structure with a minimum height of 8 feet. Applicants should select materials from the Landscape Materials Categories listed in Table 7.8, aiming for a unit value of 5.0 for every, one hundred linear feet along exterior roadways and a unit value of 4.0 for each one hundred linear feet of adjoining property (developed or undeveloped). Notably, seventy-five percent of the unit value must come from evergreen trees, and fifty percent of the required landscaping should be on the adjacent property side of the fence.

The adjacent parcels to the west and south fall within denser industrial districts, exempting them from buffer screening requirements.

Table 7.8: Applicable Buffer Yard Types

		New Residential Development						New Commercial Development					New Industrial Development	
		AG	R1	R2	SFA	MF1	MF2	CBD	CMU	C1	C2	OMI	I1	I2
Existing Residential	AG	-	1	1	2	3	3	3	3	3	4	3	4	4
	R1		-	1	2	3	3	3	3	3	4	3	4	4
	R2			-	1	2	3	3	3	3	4	3	4	4
	SFA				-	1	2	3	3	3	3	3	4	4
	MF1					-	1	2	2	2	3	2	3	4
	MF2						-	2	2	2	3	2	3	4
Existing Commercial	CBD							-	1	1	1	1	3	4
	CMU								-	1	1	1	3	4
	C1									-	1	1	2	4
	C2										-	1	2	4
	OMI											-	2	4
Existing Industrial	I1												-	3
	I2													-
-		When a dissimilar land use locates next to an established residential land use within the same zoning classification, buffering and screening standards per Table 7.7: Buffer Yard Types Description for Buffer Yard Type 2 shall apply.												



Table 7.9: Buffer Yard Types Description

Table 7.9: Buffer Yard Types Description			
Type 1	Buffer width - Ten (10) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 3.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 2.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least fifty percent (50%) of the unit value shall be derived from deciduous shade trees (overstory).	Type 3	Buffer width - Thirty (30) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least ten percent (10%) of the unit value shall be derived from Deciduous Shade Trees (overstory) or deciduous ornamental trees (understory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds shall be incorporated into the buffer yard design.
Type 2	Buffer width - Twenty (20) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 4.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value or 3.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped), provided that at least twenty-five percent (25%) of the unit value shall be derived from deciduous shade trees (overstory). A minimum fifty percent (50%) of the trees and shrubs shall be evergreen species. Earthen mounds are encouraged to gain additional height.	Type 4	Buffer width - Seventy-five (75) feet. The buffer yard shall contain an opaque fence/wall a minimum of eight (8) feet in height. An undulating earthen mound may be substituted but the average maintained height with plant material shall be eight (8) feet. Any combination of materials selected from the Landscape Materials Categories listed in Table 7.8: Unit Value of Landscaping Material which equals or exceeds a unit value of 5.0 for each one hundred (100) linear feet, along any exterior roadway, and unit value of 4.0 for each one hundred (100) linear feet of adjoining property (developed or undeveloped). Seventy-five percent (75%) of the unit value shall be derived from evergreen trees. Fifty percent (50%) of required landscaping shall be on the adjacent property side of the fence.

D. Rezoning Review Criteria

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

i. The Comprehensive Plan; Villa Rica Future Land Use Map

The Future Land Use Plan prescribes the “Suburban Village” as the future land use character area for the parcels. The intent of the Suburban Village Activity Area is as follows:

“Create nodes in areas where potential for future development exists by establishing development patterns focused around Community Crossroads.”

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



The activity center has design principles that recommend low to moderate density with concentrated neighborhood commercial development oriented around intersections.

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

The applicant's subject parcels feature two structures, a 10,005 square-foot vacant building, formerly housing the 101 Sales & Supplies business, and a 1,200 square-foot roofed structure supported by wooden beams. The vacant features on the applicant's subject parcels were historically utilized for industrial purposes. Both features appear to have remained vacant and not open to the public for several years.

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

According to the Comprehensive Plan's Future Development map the applicant's two tracts are within the Suburban Village area of Highway 101. The Suburban Village character area intent is, characterized by clustered commercial development around the intersection of prominent roads (Community Crossroads) and includes immediate surrounding suburban residential areas. The applicant's rezoning proposal does fit within the suburban village intent general development pattern is compact, with stand-alone or a few businesses on a site. The subject parcel is abutting the industrial area of Highway 101 to the south

iv. The conservation of property values throughout the jurisdiction; and As indicated in the applicant's Rezoning Application Written Statement, the proposed zone change to commercial, medium density would have less impact on the existing adjacent parcels compared to the subject parcel's current industrial, low-density zone classification. The applicants also mentioned that this change of use has the potential to stimulate growth within the area.

v. Responsible development and growth

The growth and development of Highway 101 consisted of a mixture of uses such as commercial, multifamily residential, agricultural, and industrial parcels. To the north of the are commercial, low-density lots, which are less dense than the applicant's proposed rezoning.

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



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

The nearby parcels are a mixture of uses, light commercial to the north, single-family residential parcels to the east, and industrial to the south. The proposed use could be suitable for the area and the rezoning request is lighter in density than the current industrial light density (I1).

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

The use is not expected to affect the existing uses nearby or the usability of any adjacent structures or lots. All buffers within the ordinance must be adhered to.

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

The subject parcels have remained vacant and not open to the public for years resulting in minimal economic gain. The proposed commercial rezoning can potentially produce positive economic opportunities. The applicant's request can potentially yield greater economic benefits than the current unused industrial status. The applicant's subject parcels are located on the border of two-character areas, suburban mixed-use, and industrial.

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

No excessive usage of city infrastructure has been identified as expected from the rezoning.

v. If the local government has an adopted land use plan, whether the zoning proposal conforms with the policy and intent of the land use plan; and

The applicant's rezoning request does align with the Comprehensive Plan's Suburban Village character area. The subject parcels are adjacent to industrial land to the west and south, and the applicant's proposal corresponds to existing commercial uses to the north and residential parcels to the east. Although it deviates from the Comprehensive Plan, this rezoning would not result in spot zoning and could potentially enhance commerce along Highway 101.

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

No negative changing conditions are present or anticipated.

E. Comments: No Staff Comments

Recommendation: APPROVAL

Reasons:



1. Density Comparison:

- The proposed development is less dense than the current zoning.
- Surrounding parcels to the west and south belong to denser industrial districts compared to the proposed rezoning.

2. Zoning to the North:

- Parcels to the north have lighter, less dense commercial zoning.

3. Comprehensive Plan Alignment:

- Importantly, the proposed development and rezoning align with the comprehensive plan for the Suburban Village.

Public Notifications:

As required by *Section 11.05* in the Code of the City of Villa Rica, the public has been notified in the *Douglas Sentinel* and *Times-Georgian* on July 6, 2024; a sign has been posted on the subject properties; and all abutting property owners have received notification via regular and certified mail.

Public Response:

In response to the public notifications, no residents have contacted the city to voice concerns or support for the proposed actions.

Conclusion:

In conclusion, this planning report has provided an analysis of the variance request and recommended a course of action for the City Council's consideration. The decision should be made in accordance with the city's zoning regulations, comprehensive plan, and the best interests of the community.

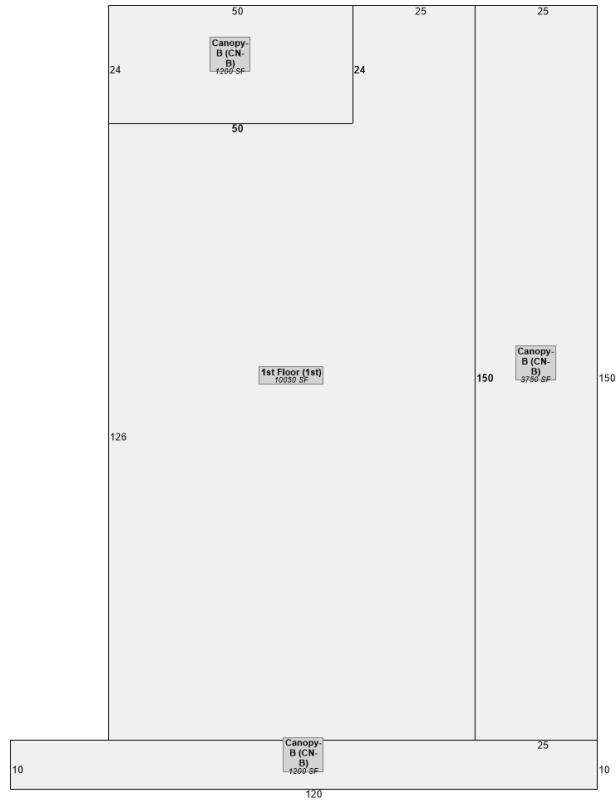
Please let me know if you require any additional information or have any questions regarding this report.

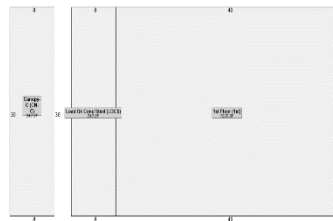
Sincerely,

Shaun Daniels
Planner
City of Villa Rica: Community Development
sdaniels@villarica.gov | 678-785-9995



(Current Building Dimensions)

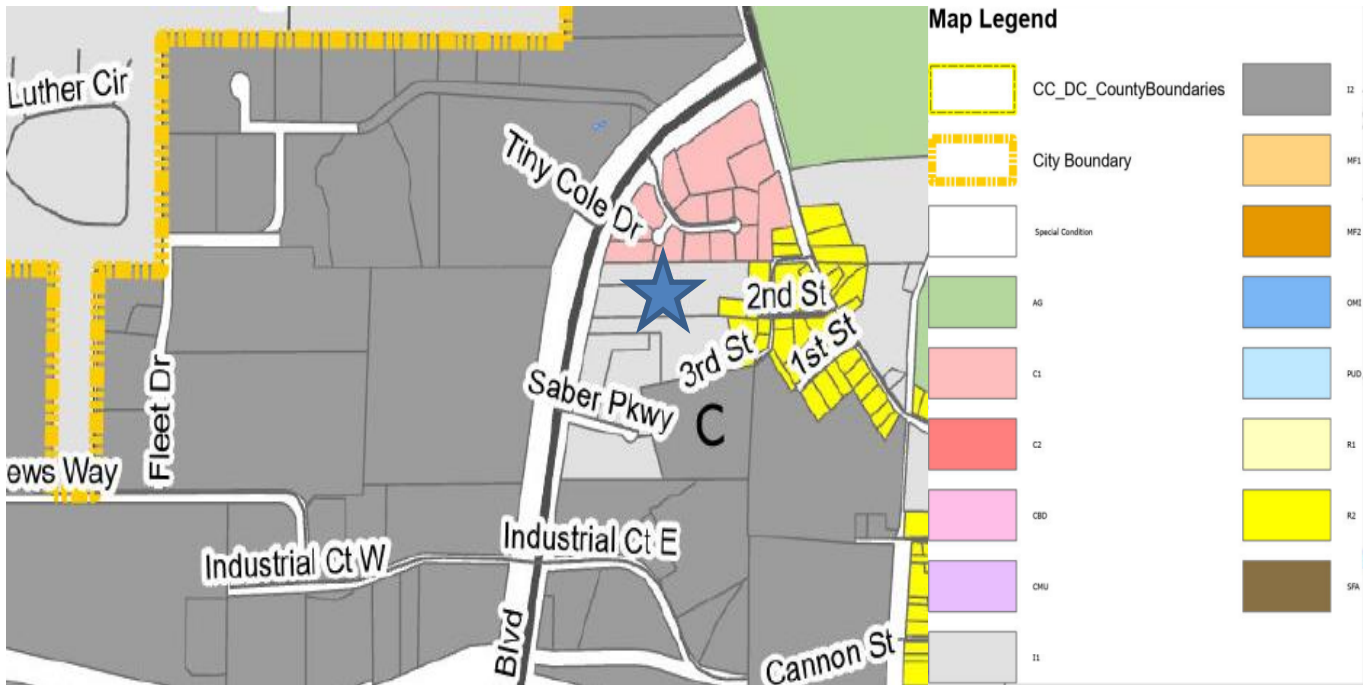




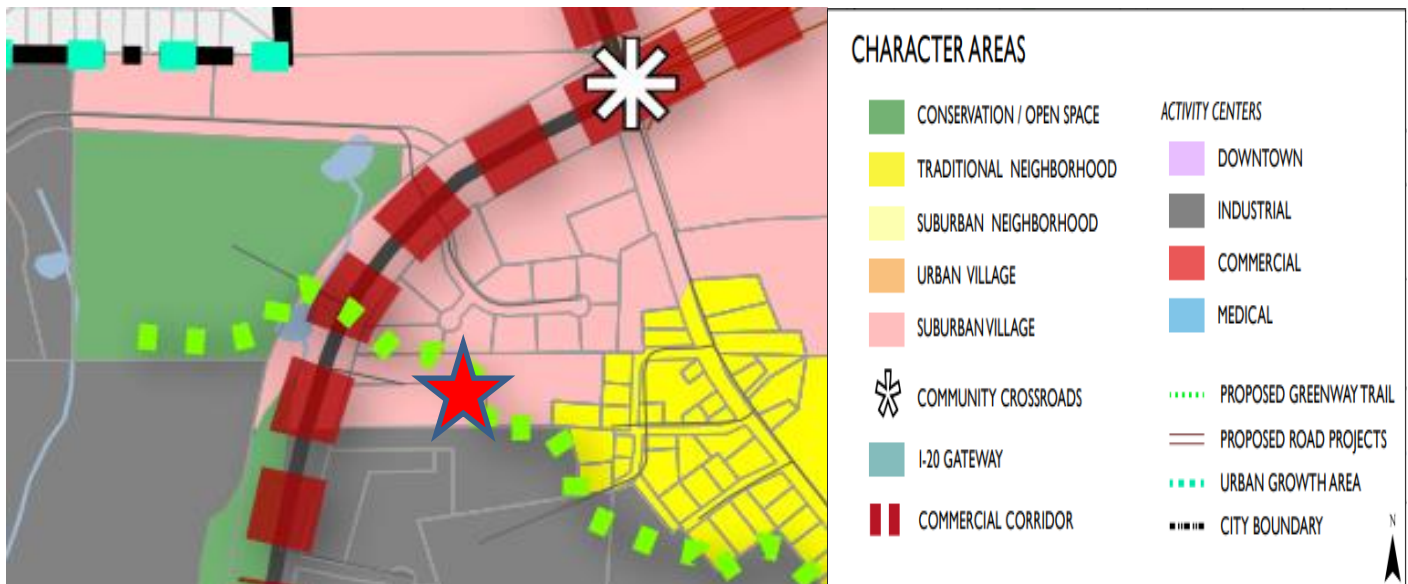


Corresponding Maps:

Villa Rica Zoning Map:



Villa Rica Future Land Use Map:





City of Villa Rica Planning and Zoning Department

1605 Carrollton Villa Rica Hwy | Villa Rica, Ga 30180

678-785-9995 | www.Villarica.org

REZONING APPLICATION

Required Materials to Accompany the Application for Zoning Map Amendment

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

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

Acreage	Residential	Commercial	Industrial	PUD
0-5	\$300	\$600	\$750	\$800
5.1-10	\$400	\$700	\$850	\$1000
10.1-20	\$600	\$1100	\$1100	\$1200
20.1- 30	\$800	\$1200	\$1300	\$1500
30.1- 40	\$900	\$1200	\$1400	\$1600
40.1- 50	\$1000	\$1400	\$1600	\$1800
50.1- 60	\$1100	\$1500	\$1700	\$1900
60.01 +	\$1200+25/acre Max. of \$2500	1600+25/acre Max. of \$4000	1800+25/acre Max. of \$5000	2000+25.99/acre Max. of \$6000

Please Return To:

Shaun Daniels
Planner I
(678) 785-9995
sdaniels@villarica.gov

Renee Kilgore
Administrative Assistant
(678) 840-1283
rkilgore@villarica.gov

Required Materials to Accompany the Application for UDC Text Amendment

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

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

Disclosure of Campaign Contributions

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

Has the applicant made, within two (2) years immediately preceding the filing of this application for rezoning, campaign contributions aggregating \$250 or more or made gifts having in the aggregate a value of \$250 or more to a member of the City Council or Planning Commission who will consider the application?

Yes _____ No X

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

Council/Planning Commission Member Name	Dollar amount of Campaign Contribution	Description of Gift \$250 or greater to Board Member

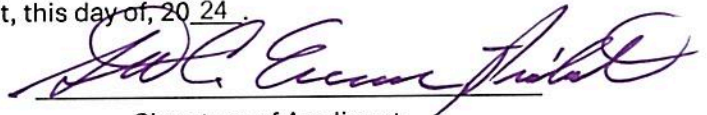
We certify that the foregoing information is true and correct, this day of, 20 24.

SCOTT EVANS

Applicant's Name Printed

N/A

Applicant's Attorney, if applicable – Printed



Signature of Applicant

N/A

Signature of Applicant's Attorney, if applicable

Sworn to and subscribed before me this day of, 2024.


Notary Public

1. Applicant means any individual or business entity (corporation, partnership, limited partnership, firm enterprise, franchise, association, or trust) applying for rezoning or other action.

☐ UDC Text Amendment ☒ Zoning Map Amendment

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

Date of Application: 05/28/24

Applicant Name: SCOTT EVANS - SCOTT EVANS SUPERSTORE

Address: 2280 BANKHEAD HWY City: CARROLLTON State: GA Zip: 30116

Phone: 678-416-2537 Email: SKYLEREVANS05@GMAIL.COM

Agent Name: ZAC BELL - BELL & ASSOCIATES ARCHITECTS

Address: 128 LOVVORN RD City: CARROLLTON State: GA Zip: 30117

Phone: 770-830-8856 Email: ZB.ABARCH@GMAIL.COM

Owner Name (If different from applicant): SAME AS APPLICANT

Address: _____ City: _____ State: _____ Zip: _____

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

REZONING REQUEST

Existing Zoning: I-1 LIGHT INDUSTRIAL Requested Zoning: C-2 GENERAL COMMERCIAL

Property Address: 615 INDUSTRIAL BLVD Nearest Intersection: INDUSTRIAL BLVD & ROCKMART RD

Present Use of Property: CURRENT VACANT PROPERTY - PREVIOUSLY USED AS RETAIL

Proposed Use: MOTOR VEHICLE SALES, LARGE & MOTOR VEHICLE REPAIR AND SERVICE, MINOR

Size of Tract: TRACT A = 5.332
TRACT B = 2.960 Land Lot Numbers: 190 Districts: 06

Gross Density: N/A units per acre Net Density: N/A units per acre

Property Tax Parcel Number(s): V03-012-0013 & V 03-012-0014

(For Office Use Only)

Total Amount Paid \$ _____ Cash _____ Check # _____ Received by: _____

Application checked by: _____ Date: _____ Map Number(s): _____

Planning Commission: Approved _____ Denied _____ Date: _____ Conditions: No _____ Yes _____ How many: _____

City Council Decision: Approved _____ Denied _____ Date: _____ Conditions: No _____ Yes _____ How many: _____

Manager's Signature: _____ Date: _____

PROCESS

Pre-Application Conference (Optional)

Application Filed with Department

- Staff Review For Completeness.
- Public Hearing Schedule
- Public Notification

Planning Commission Hearing

- Within 45 Days Of Filing Complete Applications
- Consideration Of Staff, Applicant, And Public Testimony

Planning Commission Action

Within 60 Days of Close of hearing

Planning Commission Recommendation

Approval, Approval with Conditions, or Denial

City Council Public Hearing

- Within 45 days of PC action
- Consideration of PC action and staff, applicant, and public testimony

DENIAL

City Council Action

APPROVAL

eFiled and eRecorded
 DATE: 03/21/2023
 TIME: 1:18 PM
 PLAT BOOK: 108
 PAGE: 705 - 705
 FILING FEES: \$10.00
 PART ID: 9262935542
 RECORDED BY: WT
 Alan J. Lee
 Carroll County, GA

DATE OF FIELD WORK: FEBRUARY 2023
 THIS SURVEY AUTHORIZED BY: DEMPSEY AUCTION CO
 CURRENT TAX RECORDS SHOW OWNER AS:
 GOLD CITY HOLDINGS, LLC
 REF DEED: 4805-230 REF PLAT: 35-189
 THIS SURVEY AUTHORIZED BY: DEMPSEY AUCTION CO

RETRACEMENT SURVEY FOR

GOLD CITY HOLDINGS, LLC

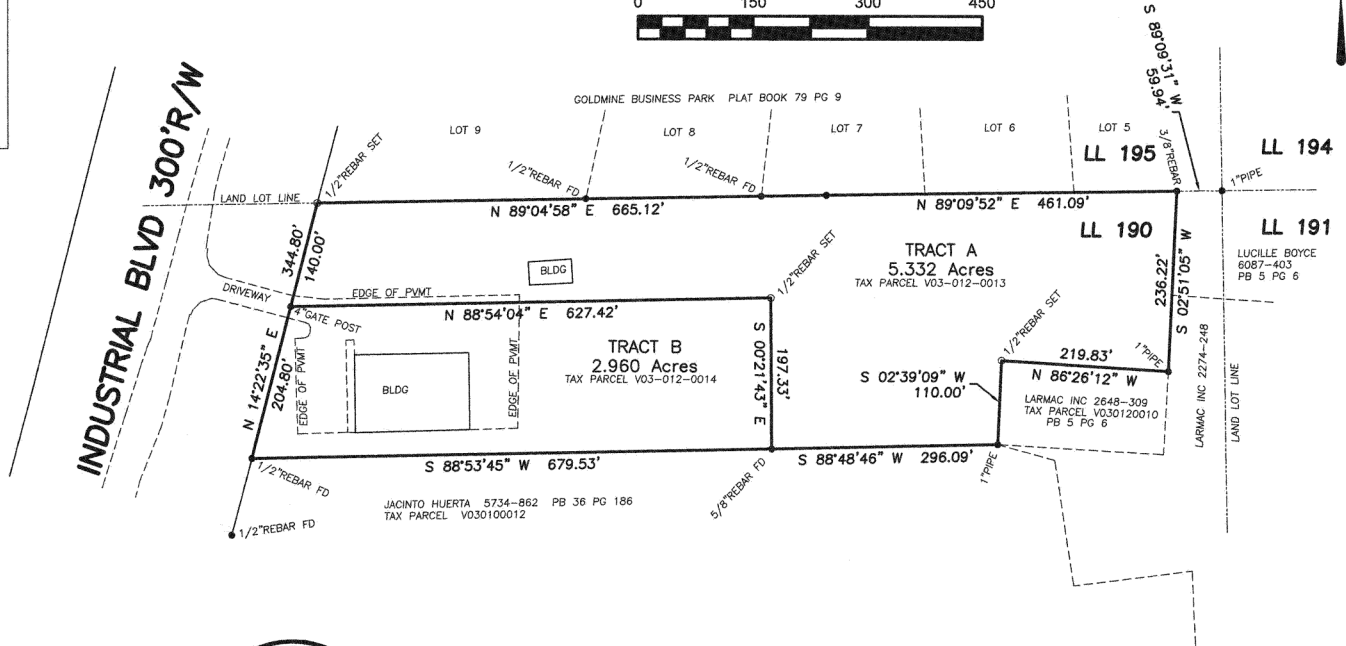
BEING IN LAND LOT 190 6th LAND DISTRICT

CARROLL COUNTY GEORGIA

SCALE 1" = 150' PLAT DATE: FEBRUARY 10, 2023



● = MONUMENT FOUND AS NOTED
 ○ = 1/2" REBAR SET



This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and is set forth in O.C.G.A. Section 15-6-67



ELBERT H. ANGEL
 GEORGIA REG. LAND SURVEYOR - 1742
 958 ADAMS ROAD
 CEDARTOWN, GA. 30125
 (770) 748-0419
 angelsurveying@msn.com

This plat has been calculated for closure and is found to be accurate within one foot in 303,788 feet.

The field data upon which this plat is based was collected by GPS observations using a Carlson BRx7 dual frequency receiver/rover running Carlson SurvCE software. Relative positional accuracy: < 0.04' (95% confidence level)

NOTE:
 This plat is subject to all easements, matters of title, rights-of-way and local government approval.

Elbert H. Angel 10 Feb 2023
 Elbert H. Angel Georgia RLS #1742 DATE

JOB No. 23-010 / V03-012-0014 / PLAT# P-23-012

Scott Evans Superstore
615 Industrial Blvd
Villa Rica, GA 30180

Rezoning Application Written Statement

Shaun Daniels, Planner
City of Villa Rica
1605 Carrollton Villa Rica Hwy
Villa Rica, GA 30180

Dear Mr. Daniels,

Please find attached Rezoning Application and below a written statement as requested for Required Materials to Accompany the Application for Zoning Map Amendment per the Rezoning Application for City of Villa Rica, GA.

a. The proposed uses and the effect the proposed use may have on surrounding properties and a statement of the facts indicating that the proposed change will not be detrimental to the general public interest and the purposes of this Code.

- Statement by Owner: The Proposed Use for property/existing building located at 615 Industrial Blvd is Motor Vehicle Sales, large and Motor Vehicle Repair and Service, minor. The proposed change, to the best of my knowledge, will not be detrimental to the general public.

b. Whether such change is consistent with the intent and the purpose of this Code and the goals and policies of the Comprehensive Plan.

- Statement by Owner: Proposed Change meets Social and Economic Development (SED) Goals #1, #3, and #4:
 - SED #1: Stimulate revitalization activities and redevelopment of aging properties.
 - Subject Property has been vacant for years and unsightly for the citizens. Proposed change will redevelop an aging property.
 - SED #3: Create employment opportunities within the city and expand business diversity
 - Proposed Change will create new employment opportunities.
 - SED #4: Maintain high quality services for citizens of Villa Rica.
 - Scott Evans has supplied high quality services to residents of Carroll County for many years and plans to expand his services to the City of Villa Rica.

c. The areas which are most likely to be directly affected by such a change and the likely effects.

- Statement by Owner: Proposed Change is less intrusive use than industrial and would positively affect adjacent properties and stimulate growth.

Scott Evans Superstore

615 Industrial Blvd

Villa Rica, GA 30180

d. Whether the proposed amendment is made necessary because of changed or changing social values, new planning concepts, or other social or economic conditions in the areas and zoning districts affected.

- Statement by Owner: The proposed amendment is necessary due to current zoning (I-1) of the property, however, adjacent property is zoned Commercial and would allow for motor vehicle sales, repairs, & service.

e. The proposed time schedule and phasing for development.

- Statement by Owner: Project is proposed as a single phase of construction to be completed within five (5) months from Notice to Proceed following Permit Approval.

f. The source/method for providing utility/infrastructure services to the property.

- Statement by Owner: Utilities services to Site are Existing. New Power Service to be upgraded.

g. A description of existing road conditions and any new roads to be included in the development and of the effect the proposed development will have on existing road and traffic conditions;

- Statement by Owner: Existing road is currently under construction for North Loop Bypass (not in scope)

h. A list of any state, federal, or other public agencies' approvals or permits required for the proposed development.

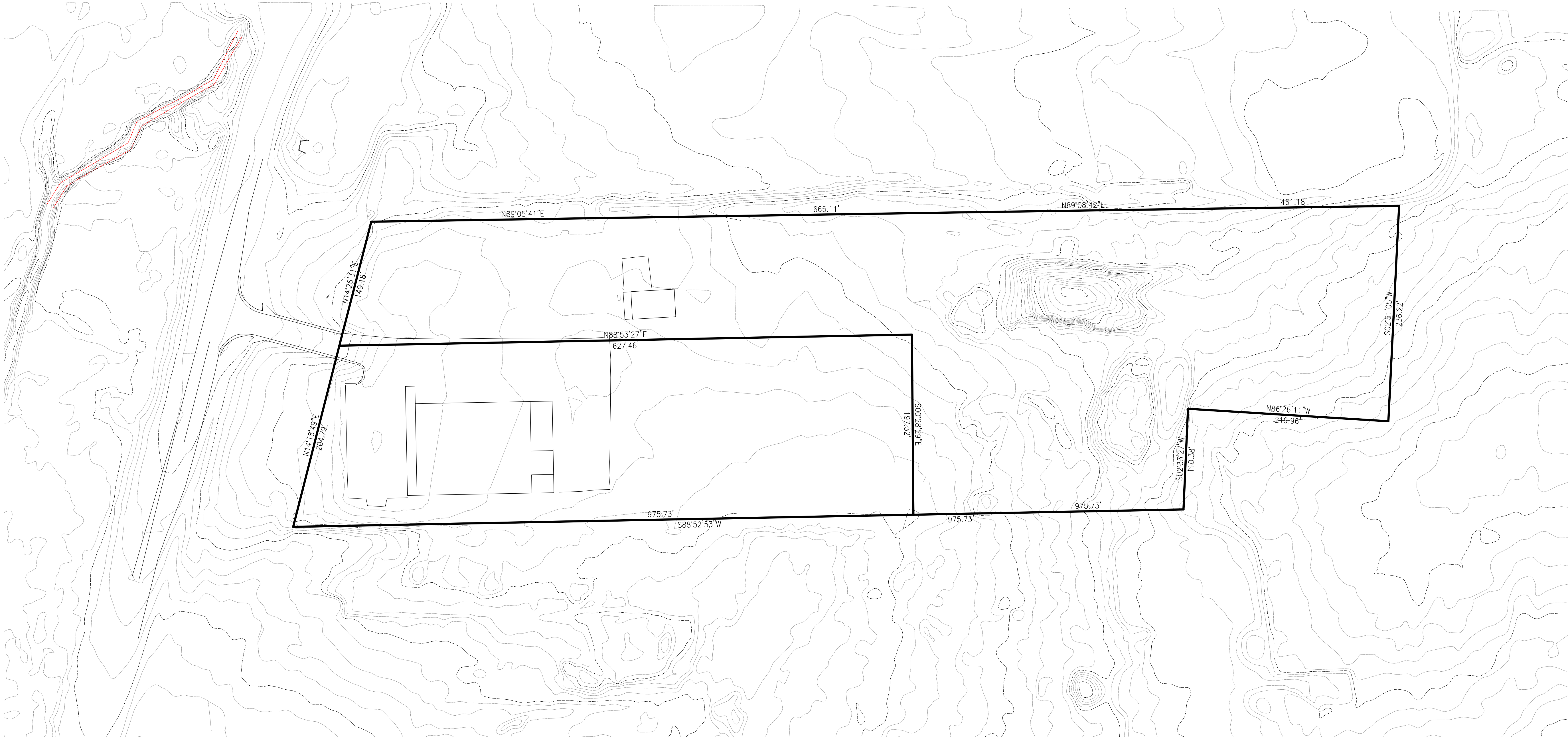
- Statement by Owner: Carroll County Fire Marshal – Drawings approved on 04/22/24.

We greatly appreciate your time and look forward to hearing from you.

Regards,



Scott Evans
Owner / Applicant



LINETYPE LEGEND
FENCES

- Chainlink Fence
- Wood/Privacy Fence
- Barbwire Fence
- Hogwire Fence

LINETYPE LEGEND
UTILITIES

- Overhead Electric Line
- Underground Electric Line
- Overhead Fiber Optic
- Underground Fiber Optic
- Underground Gas Line
- Underground Sanitary Line
- Underground Storm Line
- Overhead Telephone Line
- Underground Telephone Line
- Underground Water Line

STORM LEGEND

- Junction Box (JB)
- Raised Lid Inlet (RLI)
- Drainage Inlet (DI)
- Outlet Control Structure (OCS)
- Concrete Headwall (HW)
- Flared End Section (FES)
- Pipe End (PE)
- Single Wing Catch Basin (SWCB)
- Double Wing Catch Basin (DWCB)
- Storm Pipe, Size, Flow Direction & Invert Elevation

SANITARY LEGEND

- Sanitary Sewer Manhole (SSMH)
- Grease Trap (GT)
- Sanitary Service Stub (SSST)
- Sanitary Sewer Cleanout (SSCO)
- Underground Sanitary Line

ELECTRIC LEGEND

- Transformer Pad
- Electric Service Stub
- Electric Meter
- Light Pole
- Power Pole
- Guy Wire
- Overhead Power Line
- Underground Electric Line

WATER LEGEND

- Water Manhole (W)
- Water Valve Box (WVB)
- Water Meter (WM)
- Water Valve (WV)
- Fire Hydrant (FH)
- Underground Water Line

SITE AREA =
XX ACRES

PROJECT CONTACT

24-hr Emergency Contact
Name: XX
Phone: XX

Primary Permittee
Name: XX
Address: XX
Phone: XX
Email: XX

Total Project Area: XX ac.
Total Disturbed Area: XX ac.

(Co) GPS Coordinates
Lat: XX
Long: -XX

SURVEY DATUM

SURVEY DATUM FOR TOPOGRAPHY SHOWN HEREON IS BASED ON NAVD(88) AND CONTOURS ARE PLOTTED AT 2 FOOT INTERVALS. SOURCE OF TOPOGRAPHY SHOWN HEREON IS PARTIALLY FIELD-RUN TOPO AND DOWNLOADED CONTOUR DATA FROM FULTON COUNTY GIS.

T.B.M.

TEMPORARY BENCHMARK FOR THE SUBJECT SITE IS TOP OF REBAR SET AS SHOWN HEREON. TOP OF REBAR ELEVATION: 901.50 FT MSL.

LEWIS
DEVELOPMENT
CONCEPTS LLC
285 Tom Reeve Drive
Carrollton, GA 30117
770-280-5738
Robert S. Lewis
Ga. Reg. LS #2789
Level II Cert.
Dsgn. #0000029563



SITE TOPOGRAPHIC SURVEY FOR:
PROJECT CLIENT: XX
XX
Land Lot XX, Dist. XX, Sec. XX
CARROLL County, Georgia
Being within the City of XX
SITE ADDRESS: XX

REGISTERED
PROFESSIONAL
LAND SURVEYOR
ROBERT S. LEWIS
Robert S. Lewis
Ga. Reg. LS #2789
Level II Cert.
Dsgn. #0000029563

REFERENCED NORTH

NORTH REFERENCED HEREON TO:
GRID NORTH-NAD(83) GEORGIA WEST ZONE
VEP (datum referenced HEREON TO NAD(83))

DATE of ORIGINAL:
XX

DATE LAST REVISED:
NA

REVISION DESC
REVISION DESC
REVISION DESC
REVISION DESC
REVISION DESC

GRAPHIC SCALE
Name: XX
Address: XX
Phone: XX
Email: XX

Scale: 1" = 60'

SHEET
TP001



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Request for Temporary Signage for the Frontiers' Rodeo

AGENDA DATE: August 13, 2024

DATE PREPARED: August 9, 2024

PREPARED BY: Nina Shabazz, Community Development Director

AMOUNT: N/A

GL ACCOUNT #: N/A

FUNDING SOURCE: N/A

BUDGETED ITEM? N/A

PUBLIC HEARING: No

PURPOSE: To approve the temporary placement of signage for the Don Rich Ford Villa Rica Frontiers' Rodeo organized by Clint Chance.

BACKGROUND: Carroll County Commissioner Clint Chance has requested permission to place temporary signage within the City limits to be removed no later than August 26th. The requested signage includes up to six (6) 4 ft x 8 ft signs, up to eight (8) 4 ft x 4 ft signs and up to fifty (50) 18 in x 24 in signs.

STAFF RECOMMENDATION: Approval

IMPACT: None

MOTION: I move to give Clint Chance and the Villa Rica Frontiers' Rodeo permission to erect temporary signage within the City limits through August 26th.



July 15, 2024

City of Villa Rica
Attn: Nina Shabazz / Community Development Director
571 W. Bankhead Highway
Villa Rica, GA 30180

Ms. Shabazz,

The 19th annual Villa Rica Frontiers' Rodeo is scheduled for August 23rd and 24th, 2024. Please accept this instrument as our official request for temporary signage placement within the City limits of Villa Rica. The following pertinent information is for your department's review:

1) Requesting placement of signage approximately two weeks prior to the starting event date; **no earlier than Thursday, August 8th** with removal no later than August 26th. Our organization has successfully removed all signage from within the City limits the first business day after the event for the past eighteen years.

2) All signage will be constructed of, "coroplast". This material is a light weight, ridged plastic that does not fold or wrinkle in comparison to traditional vinyl signs. Thus the sign does not deform during inclement weather or wind making it clean and providing a much neater appearance when erected.

4ft X 8ft signage - not to exceed 6

4ft X 4ft signage - not to exceed 8

18 inches X 24 inches (small) - not to exceed 50

3) All signage will be placed onto private property with the owner's permission. Many locations are event sponsors. There will be NO signage placed in, "rights of way" or areas that would impede upon the safety of motor vehicle travel.

4) The Frontiers' Rodeo is family oriented and organizers strive to produce a quality event that is of good taste with the inclusion of numerous safety measures. On-site ambulatory services, uniformed security which includes off duty Villa Rica Police Department Officers and highway traffic control are among the safety precautions implemented.

5) Because of the family friendly atmosphere, alcohol is PROHIBITED on the premises of the event.

6) Many local non-profit and public school systems have benefited annually from the production of this professional rodeo. Among last year's recipients for monetary donations included but were not limited to: VRHS Band Boosters.

7) While the event is not being hosted on City owned property, ***the Frontiers' Rodeo will provide insurance out of good faith, listing the City of Villa Rica as an additional insured on its multi-million dollar policy.***

8) The event will be properly permitted and approved by the State of Georgia Agricultural Department as required. Event address is 2011 Carrollton-Villa Rica Highway, Villa Rica, GA 30180 (City Limits)

9) The Frontiers' Rodeo has been featured and/or associated with many nationally recognized organizations. From a national cover story on CNN Headline News, the debut of a new tea line thru FUZE, a subsidiary of the Coca-Cola Company, write-ups in the AJC News to the opening of Small Cakes in downtown Villa Rica to the Ghost Riders, a nationally acclaimed act with live monkeys riding side saddle on the back of, "Border Collie" dogs. Additionally, in years past, Brigade, a world class Free Style Motor Cross Stunt Performing Company, wowed fans from the West GA Community. Organizers are proud to have brought many world class acts and affiliates for an entertainment stop in Villa Rica, GA that has drawn tens of thousands of spectators to our community over the years.

I trust the enclosed information is substantial in providing the necessary documentation for your review. Please do not hesitate to contact me with any questions or concerns.

Best,

Clint

Clint M. Chance
Chief of Operations

Villa Rica Frontiers' Rodeo
Post Office Box 323
Villa Rica, GA 30180

770-634-9650

platinumeventpromotions@gmail.com

ccrodeoproductions@yahoo.com

www.pcarodeo.com www.4Lrodeo.com [www.facebook.com/don richfordvillaricafrontiersrodeo](https://www.facebook.com/donrichfordvillaricafrontiersrodeo)





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Update Insurance Renewal Agreements

AGENDA DATE: August 13, 2024

DATE PREPARED: July 30, 2024

PREPARED BY: Wendell Strickland, Tiffany Jenkins

AMOUNT: Medical Renewal \$206,986

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve insurance renewal agreements for partially self-funded medical insurance and ancillary programs.

BACKGROUND:

Strongside Solutions marketed medical insurance for the 10-1-2024 renewal, the ancillary benefits are locked in with Mutual of Omaha at the same rate until 2025.

The 10-1-2024 medical renewal was a 27.4% increase or \$588,817 increase annually. Strongside Solutions negotiated the renewal down to 9.63% increase or \$206,986 annually.

At last renewal, the medical network was switched to Aetna and this has provided great coverage to the employees as well as the 2023 implementation of the \$0 enhanced medication formulary.

Documents to be approved:

- Acceptance of Rates
- Allied Administrative Service Agreement
- Aetna Services Agreement
- Stop Loss Application
- Plan Documents

IMPACT:

We believe by approving the recommendations above, we are providing the best benefits and receiving the best value for our employees, their families and our citizens. These changes will allow the City of Villa Rica the ability to keep these coverages in place longer with minimal impact to the employees.

STAFF RECOMMENDATION: Approval.

MOTION: I move to authorize the Interim City Manager to sign the agreements listed above for plan year to be effective October 1, 2024, through September 30, 2025, and authorize renewal of all other lines of coverage as current.



10-1-2024 – 9-31-2025

City of Villa Rica Benefits Renewal

Executive Summary

The City of Villa Rica continually strives to offer comprehensive benefits to its employees. At annual renewal and at other times we test the market to ensure the City of Villa Rica is receiving the best possible benefits for the associated costs to its employees and City.

At renewal for the plan year 2024-2025, we tested the market for Medical TPA, Medical Network, Pharmacy Benefit Manager, Dental, Vision, Life, Disability, Accident and Cancer. We wanted to ensure the City of Villa Rica was receiving the best benefits, access, and programs for the associated costs.

Executive Summary

Medical

The Strongside Solutions medical program including the medical TPA, Network, Pharmacy Benefit Management program, Angel-Rx 90-Day and Rx Grant programs provided excellent service, access and coverage for the employees and members on the Villa Rica Medical program.

Utilization for the City of Villa Rica's medical and Pharmacy plan is 112.05% through June 2024. The contributing factor to higher utilization was primarily due to 1 large \$543,245 claim, and 38 moderate to high-cost claimants. The Angel-Rx Brand Name Maintenance and High-Cost Medication Grant program delivered \$114,947 in annual savings through June 2024.

The initial renewal from Stop Loss was 27.4% or \$588,817 annually. Strongside Solutions Insurance Operations Team negotiated the Stop Loss renewal down to 9.63% or \$206,986 annually.

The Aetna network has provided great coverage for the City of Villa Rica's employees. The 2023 implementation of the \$0.00 enhanced maintenance medication formulary has helped your employees and members adhere to their maintenance medications.

Medical Plan Recommendation:

1. Keep current TPA, Aetna network, PBM, Angel-Rx
2. Renew Stop Loss with a 9.63% increase.
3. Keep the PCP copay at \$0.
4. Keep the Specialty copay at \$10.
5. Keep Urgent Care at \$20.
6. Keep all other plan designs the same.

Dental:

The Mutual of Omaha Dental plan ran well for the 2023 – 2024 plan year. Dental is with Mutual of Omaha. The strongside Solutions Insurance Operations marketed and implemented a 2-year rate guarantee in 2023. The current plan is still under that rate guarantee. Therefore, there is a 0% change for the 2024-2025 dental rate.

Additionally, in 2023 the City of Villa Rica enhanced their Dental plan to have a dual plan offering to give choice to the City of Villa Rica employees and their families

Plan Offering and Recommendation:

1. Keep - Core Dental Plan:
 - a. \$2,000 Annual benefit.
 - b. \$1,500 Ortho benefit child only.
2. Keep - Enhanced Dual option:
 - a. \$2,500 Annual Benefit.
 - b. \$2,500 Ortho benefit Child and Adult coverage.
3. Keep dental with no changes.

Vision:

The Mutual of Omaha Dental plan ran well for the 2023 – 2024 plan year. Dental is with Mutual of Omaha. The strongside Solutions Insurance Operations marketed and implemented a 2-year rate guarantee in 2023. The current plan is still under that rate guarantee. Therefore, there is a 0% change for the 2024-2025 Vision rate.

Plan Recommendation:

- Keep Vision with no changes.

Basic Life, Voluntary Life, STD, LTD

The Basic Life, Voluntary Life, STD, LTD are with Mutual of Omaha. The Mutual of Omaha products provided excellent coverage and service for the 2023-2024 plan year.

All products were renewed with a new 24-month rate guarantee in 2023. Therefore, there is a 0% change for the 2024-2025 Mutual of Omaha Products.

Plan Recommendation:

- Keep Basic Life, Voluntary Life, STD, LTD with no changes.

Accident

The current Accident policy is with Mutual of Omaha. This policy is running well with excellent coverage and benefits to the City of Villa Rica employees and their families. There is a 0% change for the 2024-2025 plan year.

Plan Recommendation:

- Keep Accident with no changes.

Cancer

The current Cancer policy is with Mutual of Omaha. This policy is running well with excellent coverage and benefits to the City of Villa Rica employees and their families. There is a 0% change for the 2024-2025 plan year.

Plan Recommendation:

- Keep Accident with no changes.

Left Blank

Recommendation

Medical:

Recommendation to Keep the Current TPA, Pharmacy Benefit Manager, Angel-Rx providers.

1. Renew Stop Loss with a 9.63% increase.
2. Keep the PCP copay at \$0.
3. Keep the Specialty copay at \$10.
4. Keep Urgent Care at \$20.
5. Keep all other plan designs the same.

Dental:

Recommendation to renew the Mutual of Omaha proposal effective 10-1-2024.

Vision:

Recommendation to renew the Mutual of Omaha proposal effective 10-1-2024.

Basic Life, Voluntary Life, STD, LTD

Recommendation to renew with Mutual of Omaha for all in force lines of coverage effective 10-1-2024.

Accident:

Recommendation to renew the Mutual of Omaha proposal effective 10-1-2024.

Cancer:

Recommendation to renew the Mutual of Omaha proposal effective 10-1-2024.

End of Recommendation

We believe by approving the recommendations above the City of Villa Rica can ensure you are providing the best benefits and receiving the best value for your employees, their families and your citizens. These changes will allow the City of Villa Rica the ability to keep these coverages in place longer with minimal impact on your employees.

Very Best,

Wendell Strickland

CHIEF EXECUTIVE OFFICER

MOBILE 678-488-5702

OFFICE 678-957-7248



STRONGSIDE
SOLUTIONS
INSURANCE BROKERAGE **PLUS**



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Medical and Ancillary Premiums

AGENDA DATE: August 13, 2024

DATE PREPARED: July 30, 2024

PREPARED BY: Tiffany Jenkins

AMOUNT: n/a

GL ACCOUNT #: 610-1540-571050

FUNDING SOURCE: Self-Funded Insurance Fund

BUDGETED ITEM? Yes

PURPOSE: To approve medical and dental benefits renewal premiums for plan year to be effective 101/2024.

BACKGROUND: Strongside Solutions marketed medical insurance for the 10-1-2024 renewal. The ancillary benefits were locked in at a 24 month rate lock with the 2023 renewal.

Medical Premiums

A minimum premium increase (see exhibit A) and we are continuing with the various coverage levels -Employee Only, Employee + Spouse, Employee + Child(ren), or Employee + Family. An employee that is a tobacco user and/or has not completed their wellness points will incur the highest premiums. However, if during the course of the plan year, a tobacco user completes the smoking cessation program and presents a certificate, that can reduce their premium.

Ancillary Premiums

The premiums did not change for Vision, Accident, Critical Illness, Short Term Disability, Voluntary Life, and Voluntary Supplemental Life.

STAFF RECOMMENDATION: Approval of the medical and ancillary insurance premiums as stated in exhibit A and B.

IMPACT: Continuing to afford our employees a robust and affordable benefits package.

MOTION: I move to approve the benefit premiums as presented, to be effective October 1, 2024, with deductions beginning September 1, 2024.

Proposed FY2024 Medical Insurance Premiums

Description	Rate	2024	2025	2024	2025	Change from PY
		Monthly EE Amt		Semi-Monthly EE Amt		
Health with Wellness (Not a Tobacco user)						
Employee	5.0%	\$38.05	\$41.60	\$19.03	\$20.80	9.32%
Empl + Spouse	30.0%	\$243.55	\$266.25	\$121.77	\$133.12	9.32%
Empl + Child(ren)	30.0%	\$186.47	\$203.84	\$93.23	\$101.92	9.32%
Empl + Family	30.0%	\$449.04	\$490.89	\$224.52	\$245.45	9.32%
Health no Wellness (Not a Tobacco user)						
Employee	20.0%	\$152.22	\$166.40	\$76.11	\$83.20	9.32%
Empl + Spouse	30.0%	\$357.71	\$391.05	\$178.85	\$195.53	9.32%
Empl + Child(ren)	30.0%	\$300.63	\$328.65	\$150.31	\$164.32	9.32%
Empl + Family	30.0%	\$563.20	\$615.70	\$281.60	\$307.85	9.32%
Health with Wellness (Tobacco user)						
Employee	20.0%	\$152.22	\$166.40	\$76.11	\$83.20	9.32%
Empl + Spouse	30.0%	\$357.71	\$391.05	\$178.85	\$195.53	9.32%
Empl + Child(ren)	30.0%	\$300.63	\$328.65	\$150.31	\$164.32	9.32%
Empl + Family	30.0%	\$563.20	\$615.70	\$281.60	\$307.85	9.32%
Health no Wellness (Tobacco user)						
Employee	25.0%	\$190.27	\$208.01	\$95.14	\$104.00	9.32%
Empl + Spouse	30.0%	\$395.76	\$432.65	\$197.88	\$216.33	9.32%
Empl + Child(ren)	30.0%	\$338.68	\$370.25	\$169.34	\$185.12	9.32%
Empl + Family	30.0%	\$601.26	\$657.30	\$300.63	\$328.65	9.32%

Proposed FY2025 DENTAL Insurance Premiums

Description	Rate	2024	2025	2024	2025	Change from PY
		Monthly EE Amt		Semi-Monthly EE Amt		
Dental - Option 1 (Child Ortho only)						
Employee	5.0%	\$3.35	\$3.35	\$1.67	\$1.67	---
Empl + Spouse	30.0%	\$11.63	\$11.63	\$5.81	\$5.81	---
Empl + Child(ren)	30.0%	\$15.01	\$15.01	\$7.50	\$7.50	---
Empl + Family	30.0%	\$23.75	\$23.75	\$11.87	\$11.87	---
Dental - Option 2 (Child + Adult Ortho)						
Employee	5.0%	\$3.97	\$3.97	\$1.98	\$1.98	
Empl + Spouse	30.0%	\$13.78	\$13.78	\$6.89	\$6.89	
Empl + Child(ren)	30.0%	\$17.79	\$17.79	\$8.89	\$8.89	
Empl + Family	30.0%	\$28.14	\$28.14	\$14.07	\$14.07	



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Library Advisory Board Appointment
AGENDA DATE: August 13, 2024

DATE PREPARED: July 30, 2024
PREPARED BY: Rachel Linn, Library Manager

AMOUNT: N/A
GL ACCOUNT #: N/A
FUNDING SOURCE: N/A
BUDGETED ITEM? N/A

PURPOSE: To fill a vacancy of the Villa Rica: Library Advisory Board.

BACKGROUND: Cheryl Bell vacated her position on the Library Board. The Library Board interviewed several applicants and voted to recommend Marilyn Glass to fill that position. Marilyn Glass is an active community member, a member of Kawanis, and a supporter of the Carrollton Center for the Arts. The Board believes her connections to other community organizations and years of experience with organizations will be great assets to the Board's advisory skills.

STAFF RECOMMENDATION: Staff is recommending that Marilyn Glass be appointed to the Villa Rica Library Advisory Board to fill this vacancy.

IMPACT: If approved, Marilyn Glass will serve on the Board until her term expires or some circumstance requires severance from the Board.

MOTION: I move to appoint Marilyn Glass as a board member to the Villa Rica Library Advisory Board for the term January 1, 2023 – December 31, 2025.



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



APPLICATION FOR BOARD OR COMMISSION
APPOINTMENT

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

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

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

APPLICANT INFORMATION

Applicant Name: Marilyn Glass
Occupation: CFO - Health Adm Employer: Nova Medical services - Family Practice
(Tanner Medical Services)
Home Address: 1015 Overlook Drive City: Villa Rica Zip: 30180
Home Phone: (770) 456-4681 Home E-Mail: N/A
Work Phone: (917) 650-1042 Work E-Mail: mrsmglass@gmail.com
Cell Phone: 917, 650-1042 Preferred E-Mail: ☐ Home ☒ Work
Name and address of the business entity you own, located within the city limits of Villa Rica (if applicable) Tanner - Willobrook (Richard Glass, M.D - Family Practice)
20 Herrell Road, Villa Rica, Ga

- a) Which Board(s) or Commission(s) do you wish to be appointed to? Downtown Dev. Auth. (D.D.A.)
- b) How long have you been a resident of the City of Villa Rica? 13 Years 7 Months
- c) Are you current with all of your financial obligations to the City? ☒ Yes ☐ No
- d) Are you willing and available to attend training sessions on-site and/or off-site if provided by the City? ☐ Yes ☐ No
- e) Available Boards and Commissions and their terms and meeting schedules are listed at the end of this application. Are you able to meet the attendance requirements of the position for which you are applying? ☒ Yes ☐ No
- f) Do you know of any circumstances that would result in you having to abstain from voting on any action before the Board or Commission? ☐ Yes ☒ No If yes, please explain:
- _____
- _____
- _____

- g) Do you or your employer, or your spouse, child, relative or their employers, do business with the City of Villa Rica ☐ Yes ☐ No If yes, please explain:

Nova Medical Services - Contracted with
Tanner Hospital to provide health services to
all patients at Willowbrooke Facility. Family
Practice owned by Richard Glass, MD + Marilyn Glass, CFO

h) Do you have any employment or contractual relationship with the City of Villa Rica that would create a continuing or frequently recurring conflict with regard to your participation on a Board or Commission? ☐ Yes ☒ No
If yes, please explain:

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

I would love to serve on the Board of Commission for Downtown Dev. Authority. I have lived in Villa Rica for 13 years. Previously I worked for the Mayor of New York City as Executive Director for Medicare & Medicaid Services. My skill sets include great communication skills, ability to work collaboratively, respect for hierarchy, resilient and able to work in a fast paced environment. I'm a planner, reliable and enjoy working with people and have the time and commitment to serve on the board of commissions.

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

Planning Zoning Commission (P+Z), Villa Rica Dev Auth (VRDA)
Housing Authority Board (AAB), Historic Reser Preserv. Com (HRC)
I'm also interested in Arts Council Committee.

APPLICANT STATEMENT

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

Signature

M. Glass

Printed Name

1/6/23

Date

Marilyn Glass

Please return signed application to:

Alisa Doyal, City Clerk
City of Villa Rica
571 W. Bankhead Hwy
Villa Rica, GA 30180

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

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

BOARD AND COMMISSION INFORMATION

Board of Appeals (BOA): The BOA is a quasi-judicial body that provides the public with a final administrative review process for appeals relating to a wide range of City determinations. The Board strives to provide an efficient, fair and expeditious public hearing and decision-making process before an impartial panel as a last step in the City's permit issuance process. The Board hears and decides appeals involving the granting, denial, suspension, or revocation of permits, licenses, and other use entitlements by various City commissions and departments. The granting or denial of variances and other determinations by the P&Z Commission. Term: 3 years | Members: 5

Downtown Development Authority (DDA): The DDA's mission is to oversee the revitalization and redevelopment of the central business district and to develop and promote for the public good and general welfare, trade, commerce, industry and employment opportunities. Members must either own a business or have an economic interest in the downtown. A member of the City Council is permitted to serve on the DDA. Term: 4 years | Members: 7

Historic Preservation Commission (HPC): This six-member commission is appointed by the City Council and administers the historic regulations in the City of Villa Rica. Commissioners review requests for retaining wall grants, revolving loan applications, building permit applications and demolition permit requests. Term: 3 years | Members: 6

Housing Authority Board (HAB): The function and responsibility of the HAB is to plan, develop, and administer a public housing program for the City of Villa Rica. Members are appointed by the Mayor for indefinite terms.

Library Advisory Board (LAB): Acts in an advisory capacity to the branch manager of the Villa Rica Public Library. Members work with the Branch Manager to establish operational policies for the library for approval by the City Council and West Georgia Regional Library System, assist the Branch Manager with the annual budget request to the City Council, adopts bylaws and regulations for internal operations, makes recommendations through the City Manager to the Mayor and City Council concerning the library, solicits donations of money and/or property for the benefit of the library, and represents the library to the community. The City Manager, Branch Manager and WGRL Director serve as nonvoting members. Term: 3 years | Members: 7

Main Street Advisory Board (MSAB): This seven-member Board commission is appointed by the City Council and works to promote and create a thriving central business district in Downtown Villa Rica and along primary entrance corridors into the central downtown business district. Term: 2 years | Members: 7

Planning & Zoning Commission (P&Z): The P&Z advises the City Council in decisions pertaining to amendments to the Comprehensive Plan, the Zoning Ordinance and applications for development. The Commission is charged with developing and maintaining the Comprehensive Plan and submitting the plan and its elements to the City Council. The Commission also reviews and makes recommendations regarding changes to the Comprehensive Plan land use map. The Commission hears, reviews and makes recommendations regarding all applications for subdivision site plans, specific plans and phased and conditional use permit applications. Term: 1 year | Members: 5

Recreation Advisory Commission (RAC): The purpose of the RAC is to make recommendations to the City Council regarding parks and recreation plans, policies, programs and projects. Term: 3 years | Members: 7

Villa Rica Cemetery Committee: Functions include making recommendations to the City Manager on all aspects of the management and operations of the city's cemeteries. Term: 3 years | Members: 6

Villa Rica Development Authority (VRDA): The VRDA exists to provide bond financing for community and economic development projects with a goal of increasing job opportunities within the community, supporting education and health care, and providing housing for underserved communities, all of which benefit the residents of the city of Villa Rica and the state of Georgia. Term: 4 years | Members: 7

Fwd: Marilyn François Glass Bio:

From: Marilyn Francois Glass (mrsmglass@gmail.com)

To: eiiculturalarts.youth@aol.com

Cc: mrsmglass@yahoo.com; mrsmglass@gmail.com

Date: Sunday, May 30, 2021 at 07:46 AM EDT

Marilyn François Glass Bio:

Marilyn Francois Glass is married to Richard Glass Jr., M.D. She has 3 children, Richard Nicholas Glass III, Josephine Nezida Glass and Lauryn Nathalie Glass. She is multi-lingual and speaks French, Creole & Spanish.

She is the Chief Financial Officer of Nova Medical Services Family Practice owned by her husband Richard Glass, M.D.. She is a Lifestyle Health Education Coach and volunteers and teaches Diabetes Preventive Care at Tanner Hospital.

Marilyn is an advocate of serving in her community and participates in several West Georgia organizations. She is Chair of International Trends & Services for West Georgia Chapter, Links Inc., Teen Advisor of West Georgia Chapter of Jack and Jill of America, Inc., Chair of the Scholarship Program & Co-Chair of Act-So NAACP of Carrollton, Commissioner of Education for Carrollton Performing Art Center, Member of Kiwanis and volunteers as a Youth Counselor at Lifegate church.

In her spare time Marilyn enjoys the theatre. She is a "Thespian" acting in theatrical plays with her children who also act, sing & dance at Carrollton Performing Arts Center. She loves to travel and cruise around the world with her family, but her greatest joy is cooking traditional "Haitian food" for family and friends.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Three Rivers Commission – Area Agency on Aging Contract for Services for Fiscal Year 2025

AGENDA DATE: August 13, 2024

DATE PREPARED: July 16, 2024

PREPARED BY: Tara Ivey

AMOUNT: n/a

FUNDING SOURCE: n/a

GL ACCOUNT #: n/a

BUDGETED ITEM? n/a

PURPOSE: To approve the FY 2025 Three Rivers Commission grant contract for senior services.

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

The City's reimbursements per unit cost for meals are as follows:

- Home Delivered Meals \$9.17
- Congregant Meals \$12.21

The Three Rivers Commission staff conducted their SFY 2024 financial monitoring visit to the City of Villa Rica on March 7, 2024 and found the senior services program to be in full compliance in accordance with the records of the Three Rivers Commission's Area Agency on Aging.

A copy of the contract is attached.

STAFF RECOMMENDATION: Staff recommends approval of the contract with Three Rivers Commission

IMPACT: Executing the contract allows Villa Rica Senior Center to continue operating the senior meals program through the 2025 state fiscal year.

MOTION: I move to approve the Mayor to execute the senior services reimbursement grant contract with Three Rivers Regional Commission effective July 1, 2024 through June 30, 2025.

**.SECTION ONE
AREA AGENCY ON AGING CONTRACT FOR SERVICES**

THIS CONTRACT, #04-045-02-AAA-2025, entered into as of the 1st day of July 2024, by and between

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

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

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

WITNESSETH THAT:

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

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

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

SECTION TWO

GENERAL PROVISIONS AND FINANCIAL AND PROGRAMMATIC INFORMATION

1. **Engagement of the SUBCONTRACTOR.** TRRC hereby agrees to engage the SUBCONTRACTOR and the SUBCONTRACTOR hereby agrees to perform the services hereinafter set forth in accordance with the terms and conditions herein.
2. **Independent SUBCONTRACTORS.** No provision of this contract, act of the SUBCONTRACTOR in the performance of this contract, or act of TRRC in the performance of this contract shall be construed as constituting the SUBCONTRACTOR as an agent, servant, or employee of TRRC. Neither party to this contract shall have any authority to bind the other in any respect, it being intended that each shall remain an independent SUBCONTRACTOR.
3. **Scope of Services:** The SUBCONTRACTOR shall do, perform, and carry out in a satisfactory and proper manner, as determined by TRRC, the work and services described in Attachment "A", which is attached hereto and made a part thereof. Such services shall be provided within and respecting any or all of the Three Rivers Region (Butts, Carroll, Coweta, Heard, Lamar, Meriwether, Pike, Spalding, Troup, and Upson Counties), as further specified in Attachment A hereto.
4. **Term and Time of Performance.** This term of this contract runs from July 1, 2024 through June 30, 2025. The effective date of this contract is July 1st, 2024. Work and services shall be undertaken and pursued in such sequence as to assure their expeditious completion and as may be required in Attachment "A" that is attached hereto and made a part hereof. All work and services required hereunder shall be completed on or before June 30th, 2025.
5. **Method of Payment.** The amount of this contract is included in Attachment B of this contract (page 2). Total payments from the TRRC to the SUBCONTRACTOR shall not exceed the maximum payments noted in Section One unless otherwise approved in writing as an official amendment to this contract. Such amendments shall become addendums to this contract. Unless otherwise specified in Attachments, which are attached hereto and made a part hereof, the following method of payment shall be used:
 - (a) **Progress Payments.** Unless otherwise approved by TRRC and the funding agencies, the SUBCONTRACTOR shall be entitled to receive progress payments on the following basis:
 - (1) a) Cost Reimbursement Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, a Unit Cost Allocation, a request documenting actual costs incurred during that month for each cost.
 - b) Performance Based Fixed Rate Contract - **On or before the fifth day of the month** following the month for which payment is requested, the SUBCONTRACTOR shall submit to TRRC, in a form acceptable to TRRC as specified in Attachment "B", a request documenting the actual number of

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

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

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

(b) **Final Payment**

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

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

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

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

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

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

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

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

12. **Standards for Service Performance.**

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

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

13. **Termination of Services to Clients.** The SUBCONTRACTOR agrees, with respect to any individual who is a potential program participant or a potentially aggrieved program participant, to provide such individual with meaningful opportunity to be heard concerning his or her eligibility or continuing eligibility at a hearing. The SUBCONTRACTOR shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) For all purchase of service contracts:

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

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

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

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

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

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

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

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

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

42. **State of Georgia Ethics Code Violations.** The SUBCONTRACTOR understands that the State of Georgia’s Department of Human Services’ Division of Aging Services (DHS) is the primary source of funds for this subgrant agreement. Under Subsection 93.11 (§93.11) of the Division of Aging Services’ *Compliance with Contractor Responsibilities, Rewards and Sanctions* publication, entitled Ethics Code Violations, all contractors, including the Area Agency on Aging and their sub-contractors are expected to abide by the Code of Ethics for Government Service (See Appendix 93-B of the above-referenced publication for a copy of the current Code of Ethics). Accordingly, any violations of the Ethics Code requirements will be investigated by DHS and referred by DHS to the appropriate law enforcement agency. Ethics violations may result in criminal prosecution and may be pursued based on the provisions pertinent laws and regulations. When conducting such investigations, DHS will inform the contractor of the exact nature of the complaint and may require the contractor to conduct its own internal investigation. DHS will document its investigation's findings and conclusions and inform the contractor and the complainant of the results. If an investigation indicates there is a substantiated situation in which there is a question of ethics code violations, DHS will require the contractor to take corrective action and/or refer the complaint to appropriate law enforcement agencies.

43. **Termination.**

- A. **Due to non-availability of funds.** Notwithstanding any other provision of this contract, in the event that any of the funding sources of for payments to the TRRC for services under this contract no longer exist, or in the event the sum of all obligations of the Center incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this contract shall immediately terminate without further obligation of the TRRC as of that moment. The certification by the Commissioner of the Department of Human Services of the occurrence of either of the events stated above shall be conclusive.
- B. **Due to default or for cause.** This contract may be terminated for cause, in whole or in part, at any time by the TRRC for failure of the SUBCONTRACTOR to perform any of the provisions hereof. Should the TRRC exercise its right to terminate this contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The SUBCONTRACTOR will be required to submit the final contract expenditure report not later than 45 days after the effective date of written notice of termination. Upon termination of this contract, the SUBCONTRACTOR shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this

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

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

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

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

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

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

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

48. **Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia. In any action or proceeding arising under this Agreement, the Superior Court of Heard County, Georgia shall have and may exercise exclusive personal jurisdiction over all parties hereto, and in any such action or proceeding in said venue shall be proper. In any such action or proceeding, service of process upon any party may be perfected, in addition to any other manner provided by applicable law, by personal delivery or by mail, with an appropriate return of service being made in writing and filed with said Court.

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

ATTEST:

City of Villa Rica

Address for Official Notices:

City Official

571 West Bankhead Highway
Villa Rica, GA 30180

By: _____

Title

DATE _____

ATTEST:

Three Rivers Regional Commission

Area Agency on Aging

P.O. Box 1600

Franklin, GA 30217

Emily J Rogers

By: _____

[Signature]
Executive Director

[Signature]
Council Chair

DATE 6/27/2024

ATTACHMENT A

CONTAINS THE FOLLOWING REPORTS:

1. DIVISION OF AGING SERVICES TAXONOMY OF SERVICES DEFINITIONS
2. SCOPE OF SERVICES

Program: (Program must match what is in DDS)	Service Name: (Service must match what is in DDS)	Unit of Measure:	Individual or Group:	Method of Reimbursement:	Designated DAS Staff: (Title, Section i.e.: Regional Coordinator, Business Ops)	Definition:
AAA LINE ITEMS	AAA Administration	N/A	N/A	Line Item	N/A	Activities associated with overall area agency operations. Includes, but is not limited to analyzing data, planning, procurement, contracting, contract management, quality assurance, compliance monitoring, financial management, technology management, personnel management, training, technical assistance, professional development, contractor relations, program operations/management, resource identification, and development.
AAA LINE ITEMS	Advocacy	N/A	N/A	Line Item	N/A	Activities related to monitoring, evaluating, and commenting on all policies, programs, hearings, levies, and community actions which affect older persons; conducting public hearings on the needs of older people; coordinating planning with other agencies and organizations to promote new or expanded benefits and opportunities for older persons.
AAA LINE ITEMS	Coordination	N/A	N/A	Line Item	N/A	Engaging in cooperative arrangements with other service planners and providers to facilitate access to and use of all existing services and developing home and community-based services to meet the needs of older persons effectively and efficiently.
AAA LINE ITEMS	Outreach	1 Contact	Group	Line Item	N/A	Intervention with individuals initiated by an agency or organization for the purpose of identifying potential clients, or their caregivers and encouraging their use of existing services and benefits.
AAA LINE ITEMS	Program Development	N/A	N/A	Line Item	N/A	Those activities directly related to either the establishment of a new service, or the improvement, expansion, or integration of an existing service. Activities must be intended to achieve a specific service goal or objective; must occur during a specifically defined period of time, rather than being cyclical or ongoing in nature.
ADRC	ADRC Information and Assistance	1 Contact	Individual or Group	Line Item	ADRC Team, Access to Services	A service that: (A) provides individuals with information on services available within the communities; (B) links individuals to the services and opportunities that are available within the communities; (C) to the maximum extent practicable, establishes adequate follow-up procedures. Internet web site "hits" are to be counted only if the information is requested and supplied. The ultimate goal of the ADRCs is to serve all individuals with long-term care needs regardless of their age or disability by providing easier access to public and private resources.
ADULT PROTECTIVE SERVICES	Case Management	1 contact	Individual	N/A	Adult Protective Services (APS)	Note - The service of ADRC Information and Assistance includes the service of Community Options Counseling. A service provided as a result of the justification that a disabled adult and/or elder person is at risk for further abuse, neglect or exploitation (is in need of protective services) and that the adult has consented to on-going APS case management services. Case management services include, but are not limited to, assessment, case plan development, identification and coordination of essential services, follow up and reassessment.

HCBS - CAREGIVER SERVICES	Caregiver - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to caregivers or the general public regarding available support services for caregivers or practical information on the methods and techniques of caregiving. Examples include but are not limited to health fairs, presentation, and caregiver conferences.
HCBS - CAREGIVER SERVICES	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - CAREGIVER SERVICES	Counseling - Individual	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals and families.
HCBS - CAREGIVER SERVICES	Health Promotion/Disease Prevention	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	The provision of activities promoting wellness, nutrition, and physical activity, disease prevention and risk management, healthy lifestyle and safety in a group setting. Activities may include: Disease Management Medications Management Physical Activity Health Promotion Health Indicators, Outcomes, Evaluation Health Literacy Preventative Action Self-Care/Self-Management
HCBS - CAREGIVER SERVICES	Home Delivered Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - CAREGIVER SERVICES	Material Aid - Home Modifications/Home Repair	Unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Provision of housing improvement services designed to promote the safety and well-being of adults in their residences, to improve internal and external accessibility, to reduce the risk of injury, and to facilitate in general the ability of older individuals to remain at home. For Kinship Care, could include, but not limited to, safety electrical plugs, child safety gates, window and drawer safety latches.
HCBS - CAREGIVER SERVICES	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to caregivers for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.

HCBS - CAREGIVER SERVICES	Respite Care - In-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - In-Home - Voucher	Unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: In-Home Respite (personal care, homemaker, and other in-home respite).
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Respite Care - Out-of-Home - Voucher	Unit	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Vouchers issued for caregivers to pay for services that offer temporary, substitute supports or living arrangements for care recipients in order to provide a brief period of relief or rest for caregivers. Respite includes: 1) respite provided by attendance of the care recipient at a senior center, adult day program, or other nonresidential program, 2) institutional respite provided by placing the care recipient in an institutional setting such as a nursing home for a short period of time as a respite service to the caregiver.
HCBS - CAREGIVER SERVICES	Support Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CAREGIVER SERVICES	Support Groups - Caregiver Group	Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Congregate	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a congregate setting.
HCBS - CASE MANAGEMENT	Behavioral Health Coaching - Non-Congregate	1/4 hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	The process of assessment, service coordination, education, and coaching to support persons living with mental health and/or substance abuse issues to live as safely and independently as possible in a non-congregate setting
HCBS - CASE MANAGEMENT	BRI Care Consultation	1/4 hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	An evidence-based information and coaching service delivered by telephone which empowers people to understand options, manage care, and make decisions more effectively. Participants must complete periodic contacts based on program guidelines

HCBS - EVIDENCE BASED SERVICES	CDSME - CDSMP	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Chronic Disease Self-Management Education (CDSME) Chronic Disease Self-Management Program (CDSMP) A Stanford University (SMRC) evidence-based, train the trainer program held for two an a half hours, once a week, for six consecutive weeks. Workshops and Lay Leader Trainings are facilitated by either non-health care professionals or health care professionals able to adhere to the fidelity of the program, and giving preference to individuals with chronic conditions themselves. The objective is to empower workshop participants to problem solve, and set weekly goals to improve skills needed to manage symptoms experienced by participants with chronic conditions as well as caregivers of persons with chronic conditions. Curriculum includes: medications management, developing goals around establishing/enhancing exercise programs, healthier nutrition habits, and other personal weekly action items, learning better communication techniques, managing of pain and fatigue, working with healthcare professionals and the healthcare system, and much more. One workshop equals 6 weeks of 2.5 hour sessions/classes once per week. A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - EVIDENCE BASED SERVICES	CDSME - CPSMP	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Chronic Disease Self-Management Education (CDSME) Chronic Pain Self-Management Program (CPSMP) The Chronic Pain Self-Management Program (online, synchronous) is an interactive group workshop delivered via Zoom or similar virtual platform for those living with chronic pain such as arthritis, backpain, neck pain, headache, or pelvic pain. Participants learn the skills to manage their pain on day-to-day basis: exercise, healthy eating, cognitive pain management, as well as how to deal with such concerns as fatigue, sleep problems, difficult emotions, weight loss, communicating with family, friends, and coworkers. Core self-management skills taught include action planning, problem solving and decision making. This service description specifies the target audience as "Adults, 18 years and older, living with chronic pain". For all services funded with Title IID, the client must be 60 years of age or older. One workshop equals 6 weekly, 2.5-hour sessions/classes. A completer is one participant who attends 4 of the 6 sessions/classes. One completer is required for reimbursement for the workshop

HCBS - EVIDENCE BASED SERVICES	Geriatric Fit Program	1 Session	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Geriatric Fit is a 45-minute evidence-based health promotion program and chronic disease self-management support program. Designed exclusively for older adults, Geri-Fit helps rebuild strength that's been lost through the aging process. The progressive resistance strength training program uses bodybuilding techniques to increase strength. The program also incorporates range of motion exercises, stability and balance training, cardiovascular activity for heart health, and gait exercises to help improve walking. Geri-Fit helps ensure a higher level of function and improvement in activities of daily living as well as management of chronic diseases such as diabetes, heart disease, pain management, depression and more. There's no dancing, aerobics, or choreography to learn and participants never have to get on the floor. Most of the exercises are performed seated in chairs with a set of light dumbbells. However, participants have the option to do the exercises standing if they prefer. Each person is encouraged to work out at their own pace and fitness level. One workshop equals four weeks with two sessions/classes per week. A completer is one participant who attends 5 of 8 sessions/classes. One completer is required for reimbursement for the workshop. OR One workshop equals twelve weeks with two sessions/classes per week. A completer is one participant who attends 16 of the 24 sessions/classes. One completer is required for reimbursement for the workshop.
	Health Coaches for Hypertension Control	1 Workshop	Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Health Coaches for Hypertension Control consists of eight sessions delivered by Health Coaches using a scripted manual and visual aids. The 90-minute sessions include experiential learning strategies appropriate for those with health literacy challenges. Specific session topics include: Basics of Hypertension Control; Nutrition with emphasis on Dietary Approaches to Stop Hypertension (DASH); Physical Activity with emphasis on creating a personal physical activity plan; Tobacco Cessation; Stress Management; Medication Management; one session about developing short-term action plans and another on creating a long-term action plan. The Nutrition and Physical Activity sessions also include content on weight control. One workshop equals eight 90-minute sessions/classes. A completer is one participant who attends 5 of the 8 sessions/classes. One completer is required for reimbursement for the workshop. OR A workshop equals two 90-minute sessions/classes per week for four weeks. A completer is one participant who attends 5 of the 8 sessions/classes. One completer is required for reimbursement for the workshop.
HCBS - EVIDENCE BASED SERVICES	Hospital Transition - Care Transitions Intervention	1 Person	Individual	Line Item	Nutrition & Evidence Based Programs Manager, Livable Communities	Transition Coordination is the assistance of eligible participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage HCBS services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains support up to thirty (365 for NHT) days after day of transition. Note - Not MFP Eligible Clients

HCBS - HCBS SERVICES	Counseling - Individual	1 Hour	Individual	Unit Cost	LC Team Lead & Case Management, Livable Communities	Guidance to assist older adults, persons with disabilities and caregivers in making decisions and solving problems. Primary reasons for counseling include, but are not limited to, depression, grief, family problems and lifestyle changes.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eyeglasses, dental care, and hearing aids. Services under AT involve selecting, designing, fitting, customizing, adapting, applying, maintaining, or donating (device reutilization program) assistive technology devices. Includes trial use and short-term loans of assistive technology. "Try before you buy" (device loan program) Coordinating and using necessary therapies, interventions, or services with assistive technology devices, such as therapies (occupational therapy, physical therapy, and nurses, etc.), interventions, or services associated with education and rehabilitation plans and programs.
HCBS - HCBS SERVICES	Material Aid - Assistive Technology - Voucher	Per item	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	A voucher is provided for any item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve functional capabilities of individuals. Items can range from low tech to high tech and include eyeglasses, dental care, and hearing aids. Services under AT involve selecting, designing, fitting, customizing, adapting, applying, maintaining, or donating (device reutilization program) assistive technology devices. Includes trial use and short-term loans of assistive technology. "Try before you buy" (device loan program) Coordinating and using necessary therapies, interventions, or services with assistive technology devices, such as therapies (occupational therapy, physical therapy, and nurses, etc.), interventions, or services associated with education and rehabilitation plans and programs.
HCBS - HCBS SERVICES	Nutrition Risk Assessments	1 Session	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Administering standard examinations, procedures, or tests for the purpose of gathering information about a client to determine need for healthcare services. Information selected may include health status, nutrition status, and/or financial status.
HCBS - HCBS SERVICES	Telephone Reassurance	¹ Contact/Completed Call with Client	Individual	Unit Cost	Social Isolation Specialist, Livable Communities	Interaction with individuals by telephone to reduce social isolation, provides support and ensures health and safety.
HCBS - IN-HOME SERVICES	Chore	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Non-continuous household maintenance and assistance in heavy housework, yard work, or sidewalk maintenance for an individual to improve and maintain the safety of the individual. Assistance such as heavy housework, yard work or sidewalk maintenance for a person.
HCBS - IN-HOME SERVICES	Homemaker	1 Hour	Individual	Unit Cost	In-Home Services Specialist, Livable Communities	Assistance such as preparing meals, shopping for personal items, managing money, using the telephone or doing light housework.

HCBS - KINSHIP CARE	Community and Public Education	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Instruction provided to potential clients, caregivers, or the general public regarding available support services or to provide general program information. Examples include but are not limited to health fairs, presentations, and caregiver conferences.
HCBS - KINSHIP CARE	Counseling - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to support groups and caregiver training of families.
HCBS - KINSHIP CARE	Counseling - Individual	1 Hour	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	Counseling to caregivers to assist them in making decisions and solving problems relating to their caregiver roles. This includes counseling to individuals and caregiver training of individuals.
HCBS - KINSHIP CARE	Kinship Care - Group	1 Session	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Individual clients documented. A support group is a gathering of people who share a common health concern or interest. Support groups can be led by a lay person, a health care professional, or both, and are typically held on a regularly scheduled basis. Members share their common experiences and concerns to develop a mutual support system.
HCBS - KINSHIP CARE	Material Aid - Other - Group	Per Item	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	A provision of materials to relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual	Per Item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	For purchase of materials and/or supplies that support a person's ability to continue living in the community as independently as possible. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Material Aid - Other - Individual - Voucher	Per item	Individual	Unit Cost	Caregiver Services Specialist, Livable Communities	A voucher to be spent by relative caregivers raising children for purchase of such materials. Materials may include: housing/shelter, transportation, utilities, food/meals, groceries, clothing, child safety items, incontinence supplies, cleaning supplies, school supplies, etc.
HCBS - KINSHIP CARE	Powerful Tools for Caregivers	1 Workshop	Group	Unit Cost	Caregiver Services Specialist, Livable Communities	Powerful Tools for Caregivers is an evidence based six week education program designed to provide family caregivers with tools necessary to increase their self care and confidence. The program improves self-care behaviors, management of emotions, self-efficacy, and use of community resources. One workshop equals six weeks with one session/class per week. Completers are participants who attend 4 of 6 sessions/classes. One completer is required for reimbursement for the workshop.

HCBS - NUTRITION SERVICES	Home Delivered Meals - Voucher	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A voucher provided for a meal provided to a qualified individual in his/her place of residence. The meal is served in a program administered by SUAs and/or AAAs and meets all of the requirements of the Older Americans Act and State/Local laws. May include assistive technology required for dining.
HCBS - NUTRITION SERVICES	Nutrition Counseling	1/4 hour	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Individualized guidance to individuals who are at nutritional risk because of their health or nutrition history, dietary intake, chronic illnesses or medications use, or to caregivers. Counseling is provided one-on-one by a registered dietitian, and addresses the options and methods for improving nutrition status.
HCBS - NUTRITION SERVICES	Nutrition Education	1 Session	Individual or Group	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to participants, caregivers or participants and caregivers in a group or individual setting overseen by a dietitian or individual of comparable expertise. Note - Nutrition Education Group is documented on the Health Promotion and Disease Prevention Staff Activity Log.
HCBS - SENIOR CENTERS	Congregate Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws.
HCBS - SENIOR CENTERS	Congregate Meals - Voucher	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A voucher provided for a meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Disaster Services - Congregate Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	A meal provided to a qualified individual in a congregate or group setting. The meal as offered meets all of the requirements of the Older Americans Act and State/Local laws. Used only for services provided during disaster relief.
HCBS - SENIOR CENTERS	Emergency Home Delivered Meals	1 Meal	Individual	Unit Cost	Nutrition & Evidence Based Programs Manager, Livable Communities	Temporary home delivered meal service provided to registered congregate meal site participants who are ill, incapacitated, or temporarily homebound, at the discretion of the AAA.

HCBS - TRANSPORTATION	Transportation - Individual - Voucher	1 Trip	Individual	Unit Cost = \$1	LC Team Lead & Case Management, Livable Communities	Transportation of an approved consumer in which the consumer pays the provider for the trip with a voucher OR the AAA has an agreement with a provider to accept payment vouchers. The AAA or the consumer negotiates the rate and trip type (one-way, round trip) with the provider.
HCBS - TRANSPORTATION	Transportation (DHS Unified)	1 One-Way Trip or hourly rate for group trips	N/A	Line Item	LC Team Lead & Case Management, Livable Communities	Provision of DHS Unified transportation as a means of transporting clients from one location to another. Only allowable for funding designated for DHS Unified Transportation.
MDSQ OPTIONS COUNSELING	MDSQ Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	An interactive decision support process whereby consumers, along with designated members of their circles of support, are supported in their deliberations to determine appropriate long-term care choices in the context of the consumers' needs, preferences, values and individual circumstances. Service is provided face-to-face.
MFP TRANSITION COORDINATION	MFP - Transition Coordination	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible Money Follows the Person (MFP) participants, through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage MFP services, community-based services, and expanded circles of support to achieve transition from these institutions based on an Individualized Transition Plan (ITP) and maintains MFP Support for one year after day of transition.
NURSING HOME TRANSITION	Nursing Home Transitions	1 Person	Individual	Line Item	ADRC Team Lead or Transitions Specialist, Access to Services	Transition Coordination is the assistance of eligible participants (non-MFP), through HCBS services, to transition from an institutional setting (i.e. Skilled Nursing Facility, Hospital) back into the community. Transition Coordinators leverage NHT Transition Services, community-based services, and expanded circles of support to achieve transition from these institutions based on a prescribed Care Plan and maintains support for 365 days after day of transition.
OPTIONS COUNSELING	Community Options Counseling	1 Person	Individual	Line Item	ADRC Team Lead or Options Counseling Specialist, Access to Services	Provided to individuals in the community where counseling is an interactive decision support process whereby consumers, family members, and/or significant others are supported in their deliberations to determine appropriate long-term care choices in the context of the consumer's needs, preferences, values and individual circumstances for individuals currently residing in the community and is provided either face-to-face or by phone. Note - This must be budgeted under the service of ADRC Information and Assistance.
PUBLIC GUARDIANSHIP OFFICE	Guardianship	N/A	Individual	N/A	N/A	Guardianship case management services are provided to adult persons under guardianship, also referred to as "wards," whom a probate court has determined lack sufficient capacity to make or communicate decisions concerning health or safety. When no other guardian is appropriate or available, a probate court may appoint the Department of Human Services as guardian. The Division of Aging Services' Public Guardianship Office carries out guardianship duties when DHS has been appointed to serve as guardian. Case managers acting as guardians make and express decisions

ATTACHMENT B

CONTAINS THE FOLLOWING REPORTS:

1. STATEMENT OF SERVICE
2. AREA PLAN-BUDGET SUMMARY BY SERVICE - PROVIDER
3. EVIDENCE BASED PROGRAM ADDENDUM
4. COST SHARING POLICY

DHS - Division of Aging Services
Area Plan Budget Summary by Service - Provider

SFY: 2025

AAA: Three Rivers Region AAA

Provider: Villa Rica Senior Center

Area Plan Version 1

Program: HCBS - Nutrition Services											
Service: Home Delivered Meals						HCBS - Nutrition Services					
NSIP - SSBG Supplemental (Unit Cost)	\$3,944.00	\$0.00	\$3,944.00	\$0.00	\$3,944.00	\$0.00	\$8.27	\$3,952.27	431.00	\$9.17	8
NSIP - ACL (Line Item)	\$8,150.00	\$0.00	\$8,150.00	\$0.00	\$8,150.00	\$0.00	\$0.00	\$8,150.00			
NSIP - State (Unit Cost)	\$0.00	\$12,208.00	\$12,208.00	\$0.00	\$12,208.00	\$0.00	\$1.15	\$13,709.15	1,495.00	\$9.17	20
OAA Title III C2 - Home Delivered Meals (Unit Cost)	\$42,362.00	\$2,492.00	\$44,854.00	\$4,984.00	\$49,838.00	\$0.00	\$0.95	\$49,838.95	5,435.00	\$9.17	30
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,225.00	\$25,225.00			
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$48,435.94	\$48,435.94	5,282.00	\$9.17	30
Service Total:	\$54,456.00	\$14,700.00	\$69,156.00	\$4,984.00	\$74,140.00	\$1,500.00	\$73,671.31	\$149,311.31	12,643.00		
Program Total:	\$54,456.00	\$14,700.00	\$69,156.00	\$4,984.00	\$74,140.00	\$1,500.00	\$73,671.31	\$149,311.31	12,643.00		
Program: HCBS - Senior Centers											
Service: Congregate Meals						HCBS - Senior Centers					
NSIP - ACL (Line Item)	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00			
NSIP - State (Unit Cost)	\$0.00	\$11,200.00	\$11,200.00	\$0.00	\$11,200.00	\$4,200.00	\$9.02	\$15,409.02	1,262.00	\$12.21	10
OAA Title III C1 - Congregate Meals (Unit Cost)	\$42,600.00	\$2,506.00	\$45,106.00	\$5,012.00	\$50,118.00	\$0.00	\$4.05	\$50,122.05	4,105.00	\$12.21	47
Other (Line Item)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,875.00	\$21,875.00			
Other (Unit Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$87,228.24	\$87,228.24	7,144.00	\$12.21	60
Service Total:	\$52,600.00	\$13,706.00	\$66,306.00	\$5,012.00	\$71,318.00	\$4,200.00	\$109,116.31	\$184,634.31	12,511.00		
Program Total:	\$52,600.00	\$13,706.00	\$66,306.00	\$5,012.00	\$71,318.00	\$4,200.00	\$109,116.31	\$184,634.31	12,511.00		
Provider Total:	\$107,056.00	\$28,406.00	\$135,462.00	\$9,996.00	\$145,458.00	\$5,700.00	\$182,787.62	\$333,945.62	25,154.00		

Evidence Based Program Addendum

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

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

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

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

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

Cost Sharing Policy

Attachment to Contract for #12 Standard for services Performance item F:

Department of Human Services, Division of Aging Services, Administration Manual, Chapter 200, Section 2026, Cost Share.

It is the policy of the Georgia Division of Aging Services that Area Agencies on Aging will implement cost sharing for all eligible Older Americans Act and state funded services. Therefore, in order to maintain existing services, add new services, and prove matching funds, the Three Rivers Georgia Regional Development Center in its capacity as the Area Agency on Aging must institute policies regarding the potential for client cost-sharing.

The Three Rivers Regional Commission/Area Agency on Aging will utilize the most current fee scale provided by the Division of Aging Services to ascertain the appropriate client cost share.

The following services are subject to a client cost share:

- Adult Day Care/Health Services
- Emergency Response Services
- Homemaker Services
- Home modification and Repairs
- Personal Care Services
- Transportation Services
- Senior Center Activities
- Wellness Program Services

The following services are exempt from client cost share for persons paid with OAA or state funds;

- Information and Assistance
- Outreach
- GeorgiaCares (Benefits Counseling)
- Medication Management (Wellness)
- Ombudsman
- Elder Abuse Prevention
- Legal Assistance
- Other Consumer Protection Services
- Nutrition Services, including congregate meals
- Nutrition screening, counseling and education
- Any service provided to low income older persons whose income is at or below the Federal Poverty Limit

AAAs may not impose a cost share for the following services of persons paid with OAA funds

- Case Management Services
- Home Delivered Meals
- ✓ Note: AAAs and providers may require a cost share for Case Management and Home Delivered Meals if paid with non-OAA funds, such as SSBG or state funds.

Older persons at or below the Federal Poverty Level are exempted from client cost share for all AAA funded services.

The AAA will ensure compliance with the applicable regulations during its site monitoring visits. Violations of the HCBS regulations will be viewed by the Three Rivers RC/AAA as a program finding and will require immediate corrective action.

ATTACHMENT C

CONTAINS THE FOLLOWING DOCUMENTS:

1. ANNEX A – BUSINESS ASSOCIATE AGREEMENT (BAA)

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the **THREE RIVERS REGIONAL COMMISSION** (hereinafter referred to as "TRRC") and **CITY OF VILLA RICA-PARKS & REC DEPT – SENIOR CENTER** (hereinafter referred to as "Contractor") as **ANNEX AA to Contract No.04-045-02-AAA-2025** between TRRC and Contractor. The effective date of this Agreement shall be the date the Contract referenced above is executed by Contractor.

WHEREAS, TRRC is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

WHEREAS, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TRRC and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by TRRC. Furthermore, except as otherwise limited in this Agreement, Contractor may:
 - A. Use PHI for internal quality control and auditing purposes.
 - B. Use or disclose PHI as Required by Law.
 - C. After providing written notification to TRRC's HIPAA Privacy Officer, use PHI to make a report to a health oversight agency authorized by law to investigate TRRC (or otherwise oversee the conduct or conditions of the TRRC) about any TRRC conduct that Contractor in good faith believes to be unlawful as permitted by 45 C.F.R. 164.5020(1). Notwithstanding the foregoing, Contractor shall not be required to provide prior written notice to TRRC's HIPAA Privacy Officer if Contractor is provided written instruction otherwise by the health oversight agency authorized by law to investigate TRRC.
 - D. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by TRRC that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. 164.5020(1).
3. Contractor warrants that only individuals designated by title or name on Attachments L-1 and L-2 will request PHI from TRRC or access TRRC PHI in order to perform the services of the Contract, and these individuals will **only request the minimum necessary amount of information necessary in order to perform the services.**
4. Contractor warrants that the individuals listed by title on Attachment L-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Attachment L-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Attachment L-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Attachment L-2 require access to an TRRC information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader named on Attachment L-2 immediately, but at least within 24 hours, of any change in the need for TRRC information system access by any individual listed on Attachment L-2. Any failure to report a change within the 24 hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, TRRC's HIPAA Privacy Officer and the Department of Human Services/ Department of Aging Services for proper handling and sanctions.

6. Contractor agrees that it is a Business Associate to TRRC as a result of the Contract, and warrants to TRRC that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to TRRC that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to TRRC upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy Contacts:

A. At TRRC: **Belinda Meadows**

B. At Contractor:

Executive Director

Date

Contractor agrees that it will:

- C. Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.
- D. Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- E. Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of TRRC. Such safeguards must include all NIST Baseline Controls, unless TRRC has agreed in writing that the control is not appropriate or applicable.
- F. In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Attachments L -1 and L-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- G. Upon TRRC's reasonable request, but no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to TRRC PHI, provide the results of such assessments to TRRC, and ensure that corrective actions identified during the independent **assessment are implemented.**
- H. Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- I. Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the **conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI**, that are applicable to Contractor under this Agreement and the Contract.
- J. Except for "Non-Reportable Incidents," report to TRRC any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

- i. The unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, **so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;**
 - ii. The inadvertent disclosure of PHI from a person designated in Attachments L-1 or L-2 as authorized to access TRRC PHI to a workforce member of Contractor who is not designated in Attachments L-1 or L-2, but is authorized to access other Protected Health Information maintained by Contractor, **so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.**
- I. Make an initial report to TRRC in writing in such form as TRRC may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:
- i. The nature of the impermissible use or disclosure (the "incident"), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
 - ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
 - iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
 - iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
 - v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
 - vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the TRRC HIPAA Privacy Officer, Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by the TRRC, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC within five (5) business days of TRRC 's request for proof of implementation.

- J. Report to the TRRC HIPAA Privacy Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor's information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above. Contractor agrees to make a complete report to the TRRC in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon TRRC 's approval of Contractor's corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to the TRRC.
- K. Upon TRRC 's reasonable request and not more frequently than once per quarter, report to the TRRC HIPAA Privacy Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor's information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, "pings," or other routine attempts that do not **penetrate computer networks or servers or result in interference with system operations.**
- L. Cooperate with TRRC and provide assistance necessary for TRRC to determine whether a Breach of Unsecured Protected Health Information has occurred, and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist TRRC in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with TRRC, including cooperation with TRRC privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.

8. If TRRC determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of TRRC, after the notifications are approved by the TRRC. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932 and 45 C.F.R. Parts 160 & 164 subparts A, D & E as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that TRRC determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the TRRC HIPAA Privacy Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining TRRC's approval of the notification letter.

9. Make any amendment(s) to PHI in a Designated Record Set that TRRC directs or agrees to pursuant to 45 CFR 164.526 within five (5) business days after request of TRRC. Contractor also agrees to provide TRRC with written confirmation of the amendment in such format and within such time as TRRC may require.
10. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, within five (5) business days following TRRC's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC, provide TRRC access to the PHI in an individual's Designated Record Set. However, if requested by TRRC, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
11. Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of TRRC within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
12. Document all disclosures of PHI and information related to such disclosures as would be required for TRRC to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from TRRC, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the TRRC HIPAA Privacy Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to TRRC. If requested by TRRC, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the TRRC upon request.
13. In addition to any indemnification provisions in the Contract, indemnify the TRRC, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on TRRC.
14. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

M. TRRC agrees that it will:

- i. Notify Contractor of any new limitation in TRRC's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if and to the extent that TRRC determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- ii. Notify Contractor of any change in, or revocation of, authorization by an Individual for TRRC to use or disclose PHI to the extent that TRRC determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- iii. Notify Contractor of any restriction regarding its use or disclosure of PHI that TRRC has agreed to in accordance with the Privacy Rule if, and to the extent that, TRRC determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- iv. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, TRRC agrees to contact Contractor to determine feasibility of compliance. Following the receipt by TRRC of a written cost estimate, TRRC agrees to assume all costs incurred by Contractor in compliance with such special requests.

15. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by TRRC to Contractor, or created or received by Contractor on behalf of TRRC, is destroyed or returned to TRRC, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.

A. Termination for Cause. Upon TRRC's knowledge of a material breach of this Agreement by Contractor, TRRC shall either:

- Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by TRRC;
- If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or
- If neither termination nor cure is feasible, TRRC shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

B. Effect of Termination.

- Upon termination of this Agreement, for any reason, TRRC and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify TRRC and obtain instructions from TRRC for either the return or destruction of the PHI.
- Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes TRRC may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as TRRC may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- This Effect of Termination section survives the termination of the Agreement.

16. Interpretation. Any ambiguity in this Agreement shall be resolved to permit TRRC to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.

17. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

18. All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.

(Signatures on following page)

IN WITNESS WHEREOF, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

BY:

SIGNATURE

DATE

TITLE*

* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

Pa

ATTACHMENT L-1**List of Individuals Permitted to Receive, Use and Disclose TRRC PHI**

The following Position and Titles, as employees and/or representatives of Contractor, need access to TRRC Protected Health Information in order for the Contractor to perform the services described in the Contract. Please provide additional sheets if necessary.

If this is not applicable please mark the first line below with N/A.

-
-
-
-
-
-

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and TRRC:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through "secure tunnel" approved by TRRC HIPAA Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to TRRC. Use of TRRC Protected Health Information by individuals who are not described on this Attachment L-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Attachment L-1 as needed and provide the updated form to TRRC Project Leader Contact- Emily Rogers erogers@threeriversrc.com or LeeAnn Davis ldavis@threeriversrc.com

ATTACHMENT L-2

Part 1:

Please initial beside the correct option. Please select only one option.

_____ Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

_____ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

Part 2:

Please complete the table below if you Indicated that Contractor DOES need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

List of Individuals Authorized to Access a DHS Information System Containing PHI

The following Individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described In the Contract:

Full Name	Employer	DHS Data Entry System	Type of Access (Read only? Write?)
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	
		WellSky	

The TRRC Project Leader must submit a notice to WELLSKY Help Desk for each Individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: *Managing Authorization, Access and Control of Information Systems*.

Contractor must notify the TRRC Project Leader Identified in the Contract: Emily Rogers (erogers@threeriversrc.com) or LeeAnn Davis (ldavis@threeriversrc.com) immediately, but at least within 24 hours, after any Individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security Incident.

Contractor must update this Attachment L-2 as needed and provide the updated form to TRRC Project Leader Contact.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Police Patrol Vehicles
AGENDA DATE: August 13, 2024

DATE PREPARED: 07/27/2024
PREPARED BY: Chief M. Mansour

AMOUNT: \$395,170.85
GL ACCOUNT #: 350-3210-542200
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes – FY25 Budget
PUBLIC HEARING: No

PURPOSE: To purchase and equip five (5) Ford Utility Interceptors (Explorers) to be utilized as full-service patrol vehicles by VRPD.

BACKGROUND: VRPD moved several cars out of our fleet in 2023. The staffing at the police department has been remarkably stable since 2023, as a result we need five (5) new patrol vehicles to ensure the fleet remains in good order, each officer has an assigned vehicle, and provide sufficient spares on hand. The purchase of these vehicles is necessary to get the department's fleet back to a desired position. All vehicles and items associated with this purchase will be from established vendors such as Wade Ford, Metro Communications, Motorola and Extreme Images.

STAFF RECOMMENDATION: We recommend approval of this project. This is an advanced purchase from the 2025 budget. This purchase will also allow the city to take delivery of vehicles immediately because they are currently on the lot in the dealership's inventory. Extended lead times have become the norm on new vehicle orders, and avoiding that delay allows us to get the vehicles in line for build-out much sooner. The vehicles are currently in inventory at Wade Ford who is the state contract holder. The total cost of this project is \$395,170.85 which includes the vehicles, camera systems, in-car radios, striping, and upfitting. The funding for the project will be as follows:

Vendor	Product	Cost
Wade Ford	Vehicles	\$247,590.00
Motorola	Dash/Body Cams	\$54,577.00
Metro Communications	in-car radios	\$24,140.45
Metro Communications	Upfitting	\$60,338.00
Extreme Images	Striping	\$1750.00
FirstNet Mobility	Cradle Point	\$3275.40
Amazon	lap top computers	\$3500.00
Total Project Cost		\$395,170.85

IMPACT: Delaying this purchase could result in an increase in cost of items for upfitting and it will delay getting patrol vehicles equipped and on the road.

MOTION: I move to allow the police department to purchase five (5) Ford Utility Interceptors, the needed equipment to furnish the vehicles, and upfitting for a total of \$395,170.85.



2025 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)
STD: CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRROS/DRIVER SEAT, PURSUIT RATED TIRES
WADE FORD GOVERNMENT SALES CENTER: 3860 South Cobb Drive, Smyrna, GA 30080
Account Manager: Roger Moore (rmoore@wade.com)

POWERTRAIN *AWD STANDARD*					AUDIO/VIDEO				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	STD	3.3L V6 HYBRID	\$ -	\$ -		47E	12.1" Integrated Computer Screen	\$ 2,709	\$ -
1	99B/44U	3.3L V6 Flex Fuel	\$ (2,343)	\$ (2,343)		87R	Rear View Camera (Mirror Display)	\$ -	\$ -
	99C/44U	3.0L EcoBoost	\$ 950	\$ -	1	19V	Rear View Camera On-Demand	\$ 228	\$ 228
EQUIPMENT GROUP					DOORS/LOCKS				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	65U	Interior Upgrade Package	\$ 385	\$ -	1	52P	Hidden Door-Lock Plunger w/door INOP	\$ 175	\$ 175
	66A	Front Headlamp Lighting Solution	\$ 883	\$ -		68G	Rear-Door Handles INOP (w/52P)	\$ 71	\$ -
1	86T	Tail Lamp Housing	\$ 59	\$ 59		18D	Global Lock/Unlock Feature	\$ -	\$ -
	66B	Tail Lamp Lighting Solution	\$ 425	\$ -		55F	Remote Keyless - Entry Fob	\$ 336	\$ 336
	66C	Rear Lighting Solution	\$ 449	\$ -	KEYS *Not Available w/Perimeter Anti-Theft Alarm (593)*				
	67H	Ready for the Road Package	\$ 3,548	\$ -	Order	Option	Description	Price	Total
	67U	Ultimate Wiring Package	\$ 552	\$ -		59E	Keyed Alike - 1435x	\$ 49	\$ -
	67V	Police Wire Harness Connector Kit	\$ 183	\$ -		59B	Keyed Alike - 1284x	\$ 49	\$ -
KEY EXTERIOR OPTIONS						59D	Keyed Alike - 0135x	\$ 49	\$ -
Order	Option	Description	Price	Total		59F	Keyed Alike - 0576x	\$ 49	\$ -
	41H	Engine Block Heater	\$ 86	\$ -		59J	Keyed Alike - 1111x	\$ 49	\$ -
1	153	License Plate Bracket (Front)	\$ -	\$ -		59C	Keyed Alike - 1294x	\$ 49	\$ -
LAMPS/LIGHTING						59G	Keyed Alike - 0151x	\$ 49	\$ -
Order	Option	Description	Price	Total	FLOORING/SEATS				
	43D	Dark Car Feature	\$ 25	\$ -	Order	Option	Description	Price	Total
	942	Daytime Running Lamps	\$ 44	\$ -		16C	1st 2nd Row Carpet Floor	\$ 124	\$ -
1	17T	Dome Lamp - Red/White (Cargo)	\$ 49	\$ 49		88F	2nd Row Cloth Seats	\$ 59	\$ -
	21L	Front Warning Aux Light	\$ 543	\$ -				\$ -	\$ -
	96W	Front Interior Windshield Light	\$ 1,130	\$ -		87P	Power Passenger Seat	\$ 321	\$ -
	60A	Pre-Wiring for Grill LED/Siren	\$ 49	\$ -		85S	Front Console Plate - Delete	\$ -	\$ -
	43A	Rear Aux Liftgate Lights	\$ 390	\$ -		85R	Rear Center Seat - Delete	\$ 44	\$ -
	63L	Rear Quarter Glass Side Lights	\$ 568	\$ -	SAFETY & SECURITY				
	96T	Rear Spoiler Traffic Lights	\$ 1,475	\$ -	Order	Option	Description	Price	Total
	63B	Side Market LED (Req. 60A)	\$ 287	\$ -		90D	Ballistic Panels Lvl III+ (Driver)	\$ 1,565	\$ -
SPOT LIGHT PREP KITS						90E	Ballistic Door Panels (Front)	\$ 3,128	\$ -
Order	Option	Description	Price	Total		90F	Ballistic Panels Lvl IV+ (Driver)	\$ 2,384	\$ -
	51P	Spot Lamp Prep Kit (Driver Side)	\$ 139	\$ -		90G	Ballistic Panels Lvl IV+ (Front)	\$ 4,768	\$ -
	51W	Spot Lamp Prep Kit (Dual Side)	\$ 277	\$ -	1	55B/54Z	BLIS - Blid Spot Monitoring	\$ 538	\$ 538
SPOT LAMP - LED BULB						68B	Police Perimeter Alert	\$ 667	\$ -
Order	Option	Description	Price	Total	1	76P	Pre-Collision Assist	\$ 148	\$ 148
	51R	Spot Lamp - Driver (Unity)	\$ 390	\$ -	1	549	Mirrors - Heated Sideview	\$ 59	\$ 59
1	51T	Spot Lamp - Driver (Whelen)	\$ 414	\$ 414		593	Perimeter Alarm (Req.55F)	\$ 118	\$ -
	51S	Spot Lamp - Dual (Unity)	\$ 611	\$ -	1	47A	Police Engine Idle Feature	\$ 256	\$ 256
	51V	Spot Lamp - Dual (Whelen)	\$ 656	\$ -	1	76R	Reverse Sensing System	\$ 272	\$ 272
BODY					MISC				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	92G	Delete Privacy Glass	\$ 118	\$ -	1	17A	Aux Air Conditioning	\$ 602	\$ 602
	92R	Delete Privacy Glass (2nd Row ONLY)	\$ 84	\$ -				\$ -	\$ -
	76D	Deflector Plate	\$ 331	\$ -		16D	Badge Delete	\$ -	\$ -
WHEELS						63V	Cargo Storage Vault	\$ 242	\$ -
Order	Option	Description	Price	Total		19K	H8 AGM Battery	\$ 108	\$ -
	STD	Chrome Center Caps	\$ -	\$ -	1	60R	Noise Suppression Bonds	\$ 99	\$ 99
	65L	Wheel Covers (18" Full Face)	\$ 59	\$ -		18X	100 Watt Siren/Speaker	\$ 311	\$ -
	64E	18" Painted Aluminum Wheel	\$ 469	\$ -		61B	OBDII Split Connector	\$ 55	\$ -
						CBX	Cop Box for Utility	\$ 1,995	\$ -

Order	Option	Description
	YZ	Oxford White
	AG	Agate Black
	M7	Carbonized Grey
1	JS	Iconic Silver Metallic
	TN	Silver Grey Metallic
	IJ	Sterling Grey Metallic
	LK	Dark Blue
	LM	Royal Blue
	E4	Vermillion Red
NA 24	FT	Blue Metallic
NA 24	YG	Medium Titanium Metallic
NA 24	J1	Kodiak Brown Metallic
NA 24	JL	Dark Toreador Red Metallic
NA 24	BU	Medium Brown Metallic
NA 24	E3	Arizona Beige Metallic

2024/25 Orders		Base Vehicle Price	\$	48,626
		2024 Discount	\$	(2,500)
		Options Selected	\$	892
Enter Miles		Delivery	\$	-
	UPFIT		\$	-
1	ESP125*	Premium Care Service Plan (6yr/100,000)	\$ 2,500	\$ 2,500.00

*Comprehensive repair protection

TOTAL per Vehicle \$ 49,518

Quantity Requested 6

ORDER TOTAL \$ 297,108

Contact Information:

Agency Villa Rica
Contact Steve Lujan

Address

Phone

Email

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103 Commercial Avenue Carrollton Georgia

Proposal

Date 7/23/2024
 Customer VILLA RICA POLICE DEPT
 Project INTERCEPTOR SUV PATROL UPFIT
 Contact STEVEN LUJAN
 Phone

Prepared by:
 Evan Buford
 770-834-7704
 Cell 770-780-0884

ITEM	QTY	DESCRIPTION	PRICE	TOTAL
1	5	FEDERAL SIGNAL INTEGRITY PACKAGE, PF200R SIREN, SPEAKER. OBD CABLE	\$ 3,078.00	\$ 15,390.00
2	50	MPS620U-BW INTERSECTION LIGHTS FRONT/ SIDE OF PBX, TAG, CARGO, REAR HATCH	\$ 126.00	\$ 6,300.00
3	20	L BRACKET FOR CARGO AREA, REAR HATCH	\$ 18.00	\$ 360.00
4	5	REAR FLASHER	\$ 115.00	\$ 575.00
5	5	DFC PUSH BUMPER - CENTER ONLY	\$ 672.00	\$ 3,360.00
6	5	HAVIS CONSOLE C-VS-1012-INUT-2	\$ 510.00	\$ 2,550.00
7	5	CUP2-1001 CUP HOLDER	\$ 53.60	\$ 268.00
8	5	C-ARM-103 ARM REST	\$ 145.00	\$ 725.00
9	5	HAVIS LAPTOP MOUNT UT-1001, HDM-304, MD-202, HDM-204	\$ 662.00	\$ 3,310.00
10	5	BROTHER PRINTER WITH CABLES	\$ 442.00	\$ 2,210.00
11	5	HEADREST PRINTER MOUNT	\$ 392.00	\$ 1,960.00
12	5	PROGARD SLIDING WINDOW PARTITION	\$ 996.00	\$ 4,980.00
13	5	PROGARD REAR CARGO	\$ 540.00	\$ 2,700.00
14	5	PROGARD STEEL WINDOW BARRIER	\$ 255.00	\$ 1,275.00
15	5	3 HOLE OUTLET	\$ 34.00	\$ 170.00
16	5	STREAMLIGHT STRION DS HPL FLASHLIGHT	\$ 148.00	\$ 740.00
17	5	800 MHZ ANTENNA, COAX	\$ 68.00	\$ 340.00
18	5	DUAL GUN RACK REM870/ KS7	\$ 515.00	\$ 2,575.00
19	5	WIRING PACKAGE, FUSE BLOCK, RELAYS	\$ 160.00	\$ 800.00
20	1	SHIPPING	\$ 650.00	\$ 650.00
21	5	LABOR	\$ 1,820.00	\$ 9,100.00
			SUBTOTAL	\$ 60,338.00
			TAX	\$ -
			TOTAL	\$ 60,338.00

NOTES:

1	PRICING INCLUDES RADIO INSTALLATION / CAMERA INSTALLATION
2	QUOTE GOOD 30 DAYS FROM DATE

08/01/2024

VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180

RE: Motorola Quote for VILLA RICA POLICE DEPT QTY 5 APX4500 W/ TDMA
Dear Steven Lujan,

Motorola Solutions is pleased to present VILLA RICA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide VILLA RICA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Evan Buford at e.buford@metrocomms.net.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Evan Buford

Motorola Solutions Manufacturer's Representative

Billing Address:
VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180
US

Quote Date:08/01/2024
Expiration Date:09/30/2024
Quote Created By:
Evan Buford
e.buford@metrocomms.net

End Customer:
VILLA RICA POLICE DEPT
Steven Lujan
SLUJAN@villarica.org
7704595149

Contract: 36273 - SOURCEWELL

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	5	\$2,117.44	\$1,545.73	\$7,728.65
1a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	5	\$360.00	\$360.00	\$1,800.00
1b	GA00580AA	ADD: TDMA OPERATION	5	\$495.00	\$361.35	\$1,806.75
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	5	\$327.00	\$238.71	\$1,193.55
1d	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	5	\$0.00	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	5	\$66.00	\$48.18	\$240.90
1f	GA00804AA	ADD: APX O2 CH (GREY)	5	\$541.00	\$394.93	\$1,974.65
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	5	\$0.00	\$0.00	\$0.00
1h	W22BA	ADD: STD PALM MICROPHONE APX	5	\$79.00	\$57.67	\$288.35
1i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	5	\$0.00	\$0.00	\$0.00
1j	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	5	\$47.00	\$34.31	\$171.55
1k	QA09113AB	ADD: BASELINE RELEASE SW	5	\$0.00	\$0.00	\$0.00
1l	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	5	\$2,277.00	\$1,662.21	\$8,311.05
2	LSV00Q00202A	DEVICE PROGRAMMING	5	\$125.00	\$125.00	\$625.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total

\$24,140.45(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Billing Address:
VILLA RICA POLICE DEPT
571 W BANKHEAD HWY
VILLA RICA, GA 30180
US

Quote Date:08/02/2024
Expiration Date:10/31/2024
Quote Created By:
Adam Thompson
RSM
Lane.Thompson@
motorolasolutions.com
205.354.8945

End Customer:
VILLA RICA POLICE DEPT
Bernardo Guzman
bguzman@villarica.gov
678.877.7591

Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	5		\$6,015.00	\$30,075.00
2	WGW00502	M500 EXTENDED WARRANTY	5	5 YEAR	\$1,215.20	\$6,076.00
	V700					
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	5		\$1,290.00	\$6,450.00
4	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	5		\$110.00	\$550.00
5	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	5		Included	Included
6	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	5		\$200.00	\$1,000.00
7	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	5	3 YEAR	\$255.20	\$1,276.00
8	SWV07S03593A	SOFTWARE ENHANCEMENTS	5	3 YEAR	Included	Included
	VideoManager EL or EX: Video Evidence Management					



Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
9	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$3,200.00	\$3,200.00
10	PSV07S04195A	VIDEOMANAGER EL CLOUD ONBOARDING*	1		\$0.00	\$0.00
11	PSV07S04030A	MOBILE VIDEO PM ONBOARDING*	1		\$0.00	\$0.00
12	WGC01001	VIDEOMANAGER EL CLOUD, SOFTWARE AND HOSTING, UNLIMITED ASSIGNED, ANNUALLY PER DEVICE*	5	1 YEAR	\$495.00	\$2,475.00
13	WGC01002	VIDEOMANAGER EL CLOUD, SOFTWARE AND HOSTING, UNLIMITED SHARED, ANNUALLY PER DEVICE*	5	1 YEAR	\$695.00	\$3,475.00

Grand Total \$54,577.00(USD)



Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$41,275.00	
Upfront Subscription Fee				
	V700	Annually	\$425.33	
	VideoManager EL or EX: Video Evidence Management	Annually	\$5,950.00	
	M500	Annually	\$1,215.20	
Sub Total:			\$48,865.53	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	V700	Annually	\$425.33	\$425.33
	M500	Annually	\$1,215.20	\$1,215.20
Year 3 Subscription Fee				
	V700	Annually	\$425.33	\$425.33
	M500	Annually	\$1,215.20	\$1,215.20
Year 4 Subscription Fee				
	M500	Annually	\$1,215.20	\$1,215.20
Year 5 Subscription Fee				
	M500	Annually	\$1,215.20	\$1,215.20
Sub Total:			\$5,711.47	
Grand Total System Price (Inclusive of Upfront and Annual Costs)			\$54,577.00	

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of the Customer's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling the Customer to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, the Customer minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows the Customer to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

Security

The Customer will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, the Customer can grant groups access to the evidence on an as-needed basis.



Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. The Customer can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

DEVICE MANAGEMENT

The Customer can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable the Customer to configure devices to operate in alignment with your agency's policies and procedures.

REPORTING

VideoManager EL Cloud's Report Management allows the creation of reports that will give the Customer greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
 - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.



- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.



- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798

WGA00669

WGA00668

WGP02697

WGP03088

WGP03085



Magnetic
Center Shirt
Mount



Tek-Lok Belt
Mount



Molle Locking
Mount



Shirt
Clip



Heavy
Jacket Clip



Heavy Jacket
Magnetic Mount

Proposal for:
Villa Rica Police



Pricing Overview		State Contract Info
Monthly Service Charges	\$ 185.00	Georgia Technology Authority Agreement ID- 8658092
Equipment Charges	\$ 3,090.40	
Quote Issued	8/1/2024	
Quote Valid Until	9/16/2024	

Service Charges			
FirstNet Unlimited Smartphone Plan w/Hotspot	5	\$ 37.00	\$ 185.00
			\$ -
			\$ -
Service Total			\$ 185.00

Device/Equipment Charges - One Time Cost			
Description	Quantity	Cost	Total
Cradlepoint IBR600-150M-D	5	\$302.09	\$1,510.45
Panorama 5 in 1 Antenna	5	\$315.99	\$1,579.95
Device Total			\$3,090.40

8/1/2024

9/16/2024

To ask questions or place an order, contact:

[Andrew Whitaker](#)

First Net Principle Consultant

FirstNet Mobility Account Manager

FCC Regulatory Cost Recovery charge of \$1.25 on average will be charged on a month basis. Customers will be notified when charged on billing.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Police Patrol Vehicle
AGENDA DATE: August 13, 2024

DATE PREPARED: 07/27/2024
PREPARED BY: Chief M. Mansour

AMOUNT: \$79,137.17
GL ACCOUNT #: 350-3210-542200
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes – Transfer from unused funds from current budget
PUBLIC HEARING: No

PURPOSE: To purchase and equip one (1) Ford Utility Interceptors (Explorers) to be utilized as full-service patrol vehicles by VRPD.

BACKGROUND: VRPD moved several cars out of our fleet in 2023. The staffing at the police department has been remarkably stable since 2023, as a result we need one (1) new patrol vehicle to ensure the fleet remains in good order, each officer has an assigned vehicle, and provide sufficient spares on hand. The purchase of these vehicles is necessary to get the department's fleet back to a desired position. All vehicles and items associated with this purchase will be from established vendors such as Wade Ford, Metro Communications, Motorola and Extreme Images.

STAFF RECOMMENDATION: We recommend approval of this project. This money for this project will be reallocated from funds that were set aside for the Carroll Mental Health Advocates. This purchase will also allow the city to take delivery of vehicles immediately because they are currently on the lot in the dealership's inventory. Extended lead times have become the norm on new vehicle orders, and avoiding that delay allows us to get the vehicles in line for build-out much sooner. The vehicles are currently in inventory at Wade Ford who is the state contract holder. The total cost of this project is \$79,137.17 which includes the vehicles, camera systems, in-car radios, striping, and upfitting. The funding for the project will be as follows:

Vendor	Product	Cost
Wade Ford	Vehicles	\$49,518.00
Motorola	Dash/Body Cams	\$10,915.40
Metro Communications	in-car radios	\$4,828.09
Metro Communications	Upfitting	\$12,137.60
Extreme Images	Striping	\$350.00
FirstNet Mobility	Cradle Point	\$688.08
Amazon	lap top computers	\$700.00
Total Project Cost		\$79,137.17

IMPACT: Delaying this purchase could result in an increase in cost of items for upfitting and it will delay getting patrol vehicles equipped and on the road.

MOTION: I move to allow the police department to purchase one (1) Ford Utility Interceptor, the needed equipment to furnish the vehicle, and upfitting for a total of \$79,137.17.



2025 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)
STD: CLOTH FRONT/VINYL REAR, POWER WINDOWS/LOCKS/MIRROS/DRIVER SEAT, PURSUIT RATED TIRES
WADE FORD GOVERNMENT SALES CENTER: 3860 South Cobb Drive, Smyrna, GA 30080
Account Manager: Roger Moore (rmoore@wade.com)

POWERTRAIN *AWD STANDARD*					AUDIO/VIDEO				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	STD	3.3L V6 HYBRID	\$ -	\$ -		47E	12.1" Integrated Computer Screen	\$ 2,709	\$ -
1	99B/44U	3.3L V6 Flex Fuel	\$ (2,343)	\$ (2,343)		87R	Rear View Camera (Mirror Display)	\$ -	\$ -
	99C/44U	3.0L EcoBoost	\$ 950	\$ -	1	19V	Rear View Camera On-Demand	\$ 228	\$ 228
EQUIPMENT GROUP					DOORS/LOCKS				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	65U	Interior Upgrade Package	\$ 385	\$ -	1	52P	Hidden Door-Lock Plunger w/door INOP	\$ 175	\$ 175
	66A	Front Headlamp Lighting Solution	\$ 883	\$ -		68G	Rear-Door Handles INOP (w/52P)	\$ 71	\$ -
1	86T	Tail Lamp Housing	\$ 59	\$ 59		18D	Global Lock/Unlock Feature	\$ -	\$ -
	66B	Tail Lamp Lighting Solution	\$ 425	\$ -		55F	Remote Keyless - Entry Fob	\$ 336	\$ 336
	66C	Rear Lighting Solution	\$ 449	\$ -	KEYS *Not Available w/Perimeter Anti-Theft Alarm (593)*				
	67H	Ready for the Road Package	\$ 3,548	\$ -	Order	Option	Description	Price	Total
	67U	Ultimate Wiring Package	\$ 552	\$ -		59E	Keyed Alike - 1435x	\$ 49	\$ -
	67V	Police Wire Harness Connector Kit	\$ 183	\$ -		59B	Keyed Alike - 1284x	\$ 49	\$ -
KEY EXTERIOR OPTIONS						59D	Keyed Alike - 0135x	\$ 49	\$ -
Order	Option	Description	Price	Total		59F	Keyed Alike - 0576x	\$ 49	\$ -
	41H	Engine Block Heater	\$ 86	\$ -		59J	Keyed Alike - 1111x	\$ 49	\$ -
1	153	License Plate Bracket (Front)	\$ -	\$ -		59C	Keyed Alike - 1294x	\$ 49	\$ -
LAMPS/LIGHTING						59G	Keyed Alike - 0151x	\$ 49	\$ -
Order	Option	Description	Price	Total	FLOORING/SEATS				
	43D	Dark Car Feature	\$ 25	\$ -	Order	Option	Description	Price	Total
	942	Daytime Running Lamps	\$ 44	\$ -		16C	1st 2nd Row Carpet Floor	\$ 124	\$ -
1	17T	Dome Lamp - Red/White (Cargo)	\$ 49	\$ 49		88F	2nd Row Cloth Seats	\$ 59	\$ -
	21L	Front Warning Aux Light	\$ 543	\$ -				\$ -	\$ -
	96W	Front Interior Windshield Light	\$ 1,130	\$ -		87P	Power Passenger Seat	\$ 321	\$ -
	60A	Pre-Wiring for Grill LED/Siren	\$ 49	\$ -		85S	Front Console Plate - Delete	\$ -	\$ -
	43A	Rear Aux Liftgate Lights	\$ 390	\$ -		85R	Rear Center Seat - Delete	\$ 44	\$ -
	63L	Rear Quarter Glass Side Lights	\$ 568	\$ -	SAFETY & SECURITY				
	96T	Rear Spoiler Traffic Lights	\$ 1,475	\$ -	Order	Option	Description	Price	Total
	63B	Side Market LED (Req. 60A)	\$ 287	\$ -		90D	Ballistic Panels Lvl III+ (Driver)	\$ 1,565	\$ -
SPOT LIGHT PREP KITS						90E	Ballistic Door Panels (Front)	\$ 3,128	\$ -
Order	Option	Description	Price	Total		90F	Ballistic Panels Lvl IV+ (Driver)	\$ 2,384	\$ -
	51P	Spot Lamp Prep Kit (Driver Side)	\$ 139	\$ -		90G	Ballistic Panels Lvl IV+ (Front)	\$ 4,768	\$ -
	51W	Spot Lamp Prep Kit (Dual Side)	\$ 277	\$ -	1	55B/54Z	BLIS - Blid Spot Monitoring	\$ 538	\$ 538
SPOT LAMP - LED BULB						68B	Police Perimeter Alert	\$ 667	\$ -
Order	Option	Description	Price	Total	1	76P	Pre-Collision Assist	\$ 148	\$ 148
	51R	Spot Lamp - Driver (Unity)	\$ 390	\$ -	1	549	Mirrors - Heated Sideview	\$ 59	\$ 59
1	51T	Spot Lamp - Driver (Whelen)	\$ 414	\$ 414		593	Perimeter Alarm (Req.55F)	\$ 118	\$ -
	51S	Spot Lamp - Dual (Unity)	\$ 611	\$ -	1	47A	Police Engine Idle Feature	\$ 256	\$ 256
	51V	Spot Lamp - Dual (Whelen)	\$ 656	\$ -	1	76R	Reverse Sensing System	\$ 272	\$ 272
BODY					MISC				
Order	Option	Description	Price	Total	Order	Option	Description	Price	Total
	92G	Delete Privacy Glass	\$ 118	\$ -	1	17A	Aux Air Conditioning	\$ 602	\$ 602
	92R	Delete Privacy Glass (2nd Row ONLY)	\$ 84	\$ -				\$ -	\$ -
	76D	Deflector Plate	\$ 331	\$ -		16D	Badge Delete	\$ -	\$ -
WHEELS						63V	Cargo Storage Vault	\$ 242	\$ -
Order	Option	Description	Price	Total		19K	H8 AGM Battery	\$ 108	\$ -
	STD	Chrome Center Caps	\$ -	\$ -	1	60R	Noise Suppression Bonds	\$ 99	\$ 99
	65L	Wheel Covers (18" Full Face)	\$ 59	\$ -		18X	100 Watt Siren/Speaker	\$ 311	\$ -
	64E	18" Painted Aluminum Wheel	\$ 469	\$ -		61B	OBDII Split Connector	\$ 55	\$ -
						CBX	Cop Box for Utility	\$ 1,995	\$ -

Order	Option	Description
	YZ	Oxford White
	AG	Agate Black
	M7	Carbonized Grey
1	JS	Iconic Silver Metallic
	TN	Silver Grey Metallic
	IJ	Sterling Grey Metallic
	LK	Dark Blue
	LM	Royal Blue
	E4	Vermillion Red
NA 24	FT	Blue Metallic
NA 24	YG	Medium Titanium Metallic
NA 24	J1	Kodiak Brown Metallic
NA 24	JL	Dark Toreador Red Metallic
NA 24	BU	Medium Brown Metallic
NA 24	E3	Arizona Beige Metallic

2024/25 Orders		Base Vehicle Price	\$	48,626
		2024 Discount	\$	(2,500)
		Options Selected	\$	892
Enter Miles		Delivery	\$	-
	UPFIT		\$	-
1	ESP125*	Premium Care Service Plan (6yr/100,000)	\$ 2,500	\$ 2,500.00

*Comprehensive repair protection

TOTAL per Vehicle \$ 49,518

Quantity Requested 6

ORDER TOTAL \$ 297,108

Contact Information:

Agency Villa Rica
Contact Steve Lujan

Address

Phone

Email

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08/01/2024

VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180

RE: Motorola Quote for VILLA RICA POLICE DEPT QTY 1 APX4500 W/ TDMA
Dear Steven Lujan,

Motorola Solutions is pleased to present VILLA RICA POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide VILLA RICA POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Evan Buford at e.buford@metrocomms.net.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Evan Buford

Motorola Solutions Manufacturer's Representative

Billing Address:
VILLA RICA POLICE DEPT
101 MAIN ST
VILLA RICA, GA 30180
US

Quote Date:08/01/2024
Expiration Date:09/30/2024
Quote Created By:
Evan Buford
e.buford@metrocomms.net

End Customer:
VILLA RICA POLICE DEPT
Steven Lujan
SLUJAN@villarica.org
7704595149
Contract: 36273 - SOURCEWELL

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 4500 Enhanced					
1	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ MOBILE	1	\$2,117.44	\$1,545.73	\$1,545.73
1a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	1	\$360.00	\$360.00	\$360.00
1b	GA00580AA	ADD: TDMA OPERATION	1	\$495.00	\$361.35	\$361.35
1c	G67DQ	ADD: REMOTE MOUNT O2 APXM	1	\$327.00	\$238.71	\$238.71
1d	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	1	\$0.00	\$0.00	\$0.00
1e	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	\$66.00	\$48.18	\$48.18
1f	GA00804AA	ADD: APX O2 CH (GREY)	1	\$541.00	\$394.93	\$394.93
1g	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	\$0.00	\$0.00	\$0.00
1h	W22BA	ADD: STD PALM MICROPHONE APX	1	\$79.00	\$57.67	\$57.67
1i	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1	\$0.00	\$0.00	\$0.00
1j	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	1	\$47.00	\$34.31	\$34.31
1k	QA09113AB	ADD: BASELINE RELEASE SW	1	\$0.00	\$0.00	\$0.00
1l	QA02812AE	ADD: P25 9600 TRUNKING W/ INTEROPERABILITY	1	\$2,277.00	\$1,662.21	\$1,662.21
2	LSV00Q00202A	DEVICE PROGRAMMING	1	\$125.00	\$125.00	\$125.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Grand Total

\$4,828.09(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.





Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)

Billing Address:
VILLA RICA POLICE DEPT
571 W BANKHEAD HWY
VILLA RICA, GA 30180
US

Quote Date:08/02/2024
Expiration Date:10/31/2024
Quote Created By:
Adam Thompson
RSM
Lane.Thompson@
motorolasolutions.com
205.354.8945

End Customer:
VILLA RICA POLICE DEPT
Bernardo Guzman
bguzman@villarica.gov
678.877.7591

Contract: 36874 - WATCHGUARD-
SOURCEWELL 101223-MOT
Payment Terms:30 NET

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
	M500					
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS*	1		\$6,015.00	\$6,015.00
2	WGW00502	M500 EXTENDED WARRANTY	1	5 YEAR	\$1,215.20	\$1,215.20
	V700					
3	WGB-0741A	V700 BODY WORN CAMERA FIRSTNET READY	1		\$1,290.00	\$1,290.00
4	WGP02950	V700 BATTERY, 3.8V, 4180MAH, REMOVABLE	1		\$110.00	\$110.00
5	WGP02798-KIT	V700 MAGNETIC MOUNT WITH BWC BOX	1		Included	Included
6	WGA00640-KIT1	V300, USB DOCK, D300, DESK CHGR/UPLD KIT	1		\$200.00	\$200.00
7	LSV07S03512A	ESSENTIAL SERVICE WITH ACCIDENTAL DAMAGE AND ADVANCED REPLACEMENT	1	3 YEAR	\$255.20	\$255.20
8	SWV07S03593A	SOFTWARE ENHANCEMENTS	1	3 YEAR	Included	Included
	VideoManager EL or EX: Video Evidence Management					



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price
9	PSV07S04195A	VIDEOMANAGER EL CLOUD ONBOARDING*	1		\$0.00	\$0.00
10	PSV07S04030A	MOBILE VIDEO PM ONBOARDING*	1		\$0.00	\$0.00
11	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	1	1 YEAR	\$895.00	\$895.00
12	WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA*	1	1 YEAR	\$695.00	\$695.00

Grand Total	\$10,675.40(USD)
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Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
				\$7,615.00
Upfront Subscription Fee				
	M500	Annually		\$243.04
	V700	Annually		\$85.07
	VideoManager EL or EX: Video Evidence Management	Annually		\$1,590.00
Sub Total:				\$9,533.11
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	M500	Annually	\$243.04	\$243.04
	V700	Annually	\$85.07	\$85.07
Year 3 Subscription Fee				
	M500	Annually	\$243.04	\$243.04
	V700	Annually	\$85.07	\$85.07
Year 4 Subscription Fee				
	M500	Annually	\$243.04	\$243.04
Year 5 Subscription Fee				
	M500	Annually	\$243.04	\$243.04
Sub Total:				\$1,142.29
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$10,675.40

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of the Customer's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling the Customer to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



VIDEO EVIDENCE MANAGEMENT

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, the Customer minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows the Customer to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

Security

The Customer will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, the Customer can grant groups access to the evidence on an as-needed basis.



Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. The Customer can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

DEVICE MANAGEMENT

The Customer can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable the Customer to configure devices to operate in alignment with your agency's policies and procedures.

REPORTING

VideoManager EL Cloud's Report Management allows the creation of reports that will give the Customer greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.



MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).



System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

- **Required Training**
 - WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
 - Review of any previous Motorola Solutions Technical Notifications (MTNs).
- **Optional Training**
 - WGD00186 - M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
 - WGD00177 - M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
 - MN010272A01 - M500 In-Car Video System Basic Service Manual



- Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.



- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.



PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.



Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.



- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.



PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.



- Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Table 1-1: Number of Contractual ICV Configurations

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.



- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10



Number of BWC Purchased	Number of BWC to Test
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR - Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.



SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:



- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)**Motorola Responsibilities**

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.



DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.



SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.



- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.



PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.



ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If another type of security is desired, the Customer will be responsible for configuring these security requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.



M500 IN-CAR VIDEO SYSTEM SOLUTION DESCRIPTION

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:

- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle
- The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.
- Works reliably, even in challenging situations
- The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.
- Protects video data, whether in transit or at rest
- The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.
- Provides users a reliable, easy-to-learn system
- Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.
- Increases efficiency
- The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.
- Promotes trust
- By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.
- Integrates seamlessly with other Motorola technologies
- The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.
 - When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.



- When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.



V700 BODY-WORN CAMERA SOLUTION DESCRIPTION

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous- operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case-building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.



1.1. KEY FEATURES OF THE V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE. Upload over WiFi will be available soon. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.



- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

1.2. V700 AND IN-CAR VIDEO INTEGRATION

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

1.3. V700 AND APX RADIO INTEGRATION

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the ManDown feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

1.4. HOLSTER AWARE™ INTEGRATION

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.



1.5. DOCKING STATIONS

The V700 has three docking options:



Transfer Station – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.



USB Base – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



Wi-Fi Base – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.

1.6. MOUNTING SOLUTIONS

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

WGP02798

WGA00669

WGA00668

WGP02697

WGP03088

WGP03085



Magnetic
Center Shirt
Mount



Tek-Lok Belt
Mount



Molle Locking
Mount



Shirt
Clip



Heavy
Jacket Clip



Heavy Jacket
Magnetic Mount



103 Commercial Avenue Carrollton Georgia

Proposal

Date 7/23/2024
 Customer VILLA RICA POLICE DEPT
 Project INTERCEPTOR SUV PATROL UPFIT
 Contact STEVEN LUJAN
 Phone

Prepared by:
 Evan Buford
 770-834-7704
 Cell 770-780-0884

ITEM	QTY	DESCRIPTION	PRICE	TOTAL
1	1	FEDERAL SIGNAL INTEGRITY PACKAGE, PF200R SIREN, SPEAKER. OBD CABLE	\$ 3,078.00	\$ 3,078.00
2	10	MPS620U-BW INTERSECTION LIGHTS FRONT/ SIDE OF PBX, TAG, CARGO, REAR HATCH	\$ 126.00	\$ 1,260.00
3	4	L BRACKET FOR CARGO AREA, REAR HATCH	\$ 18.00	\$ 72.00
4	1	REAR FLASHER	\$ 115.00	\$ 115.00
5	1	DFC PUSH BUMPER - CENTER ONLY	\$ 672.00	\$ 672.00
6	1	HAVIS CONSOLE C-VS-1012-INUT-2	\$ 510.00	\$ 510.00
7	1	CUP2-1001 CUP HOLDER	\$ 53.60	\$ 53.60
8	1	C-ARM-103 ARM REST	\$ 145.00	\$ 145.00
9	1	HAVIS LAPTOP MOUNT UT-1001, HDM-304, MD-202, HDM-204	\$ 662.00	\$ 662.00
10	1	BROTHER PRINTER WITH CABLES	\$ 442.00	\$ 442.00
11	1	HEADREST PRINTER MOUNT	\$ 392.00	\$ 392.00
12	1	PROGARD SLIDING WINDOW PARTITION	\$ 996.00	\$ 996.00
13	1	PROGARD REAR CARGO	\$ 540.00	\$ 540.00
14	1	PROGARD STEEL WINDOW BARRIER	\$ 255.00	\$ 255.00
15	1	3 HOLE OUTLET	\$ 34.00	\$ 34.00
16	1	STREAMLIGHT STRION DS HPL FLASHLIGHT	\$ 148.00	\$ 148.00
17	1	800 MHZ ANTENNA, COAX	\$ 68.00	\$ 68.00
18	1	DUAL GUN RACK REM870/ KS7	\$ 515.00	\$ 515.00
19	1	WIRING PACKAGE, FUSE BLOCK, RELAYS	\$ 160.00	\$ 160.00
20	1	SHIPPING	\$ 200.00	\$ 200.00
21	1	LABOR	\$ 1,820.00	\$ 1,820.00
			SUBTOTAL	\$ 12,137.60
			TAX	\$ -
			TOTAL	\$ 12,137.60

NOTES:

1	PRICING INCLUDES RADIO INSTALLATION / CAMERA INSTALLATION
2	QUOTE GOOD 30 DAYS FROM DATE

Proposal for:
Villa Rica Police

Pricing Overview		State Contract Info
Monthly Service Charges	\$ 37.00	Georgia Technology Authority Agreement ID- 8658092
Equipment Charges	\$ 618.08	
Quote Issued	8/1/2024	
Quote Valid Until	9/16/2024	

Service Charges			
FirstNet Unlimited Smartphone Plan w/Hotspot	1	\$ 37.00	\$ 37.00
			\$ -
			\$ -
Service Total			\$ 37.00

Device/Equipment Charges - One Time Cost			
Description	Quantity	Cost	Total
Cradlepoint IBR600-150M-D	1	\$302.09	\$302.09
Panorama 5 in 1 Antenna	1	\$315.99	\$315.99
Device Total			\$618.08

8/1/2024

9/16/2024

To ask questions or place an order, contact:

[Andrew Whitaker](#)

First Net Principle Consultant

FirstNet Mobility Account Manager

FCC Regulatory Cost Recovery charge of \$1.25 on average will be charged on a month basis. Customers will be notified when charged on billing.



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: CID Vehicle
AGENDA DATE: 08/13/2024

DATE PREPARED: 07/29/2024
PREPARED BY: Chief M. Mansour

AMOUNT: \$30,875
GL ACCOUNT #: 322-3210-542200
FUNDING SOURCE: Douglas County SPLOST
BUDGETED ITEM? No
PUBLIC HEARING: No

PURPOSE: To provide a vehicle to a recently filled detective position in the Criminal Investigations Division.

BACKGROUND: This vehicle would replace a retired patrol vehicle that is a 2014 Ford Taurus with 115,606 miles. The new vehicle is needed due to the maintenance issues on the Ford Taurus. The funds used to purchase this vehicle would be from the Douglas County SPLOST. Three quotes were sought for new or certified pre-owned Ford Escapes. The quotes are as follows:

Don-Rich Ford: \$27,041 for a 2020 Ford Escape (23,409 miles on vehicle)
Wade Ford: \$30,240 for a 2022 Ford Escape AWD (mileage not provided)
Hardy Family Ford: \$29,650 for a 2024 Ford Escape FWD (new vehicle)

STAFF RECOMMENDATION: Staff recommends purchasing the 2024 Ford Escape from Hardy Family Ford for \$29,650 and using the remaining \$1,225 to purchase and install lights and siren (purchase and installation to be completed by fleet maintenance personnel).

IMPACT: This vehicle will provide a reliable vehicle for daily use by a detective.

MOTION: I move to authorize City staff to purchase the 2024 Ford Escape from Hardy Family Ford for \$29,650 and purchase and install emergency equipment for an amount not to exceed \$1,225.



Preview Order 3472 - U0G 4x2 Active : Order Summary Time of Preview: 07/22/2024 13:52:57 Receipt: 5/23/2024

Dealership Name : Hardy Family Ford

Sales Code : F21570

Dealer Rep.	Austin Harris	Type	Fleet	Vehicle Line	Escape	Order Code	3472
Customer Name	State of Ga	Priority Code	G3	Model Year	2024	Price Level	430

DESCRIPTION	MSRP	DESCRIPTION	MSRP
U0G0 ESCAPE 4DR ACTIVE FWD	\$29495	FLR LINERS FR-RR W/O CRPT MTS	\$160
.106.7" WHEELBASE	\$0	17" SHDW SLVR-PNTD ALUM WHEELS	\$0
TOTAL BASE VEHICLE	\$29495	PRICE CONCESSION INDICATOR	\$0
OXFORD WHITE	\$0	REMARKS TRAILER	\$0
CLOTH BUCKET SEATS	\$0	FRONT LICENSE PLATE BRACKET	\$0
EBONY	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
EQUIPMENT GROUP 200A	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.1.5L ECOBOOST W/START-STOP	\$0	FUEL CHARGE	\$0
.8-SPD AUTO TRANSMISSION	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
225/65R17 102H A/S BSW TIRES	\$0	PRICED DORA	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	ADVERTISING ASSESSMENT	\$0
		DESTINATION & DELIVERY	\$1495
			MSRP
TOTAL BASE AND OPTIONS			\$31150
DISCOUNTS			NA
TOTAL			\$31150
		FLEET ADJUSTMENT	-\$1,500
ORDERING FIN: QS060 END USER FIN: QS060 PO NUMBER: 523224		TOTAL PRICE	\$29,650

INCENTIVES:

Acc. Code ID: 10 Contract/Ref #: 21-412R Contract Amount: \$0.00 Description: QS060 Concession Amount: \$-300.00

This is not an invoice.



PRICING PROPOSAL

DATE Monday, July 22, 2024

GA STATE WIDE CONTRACT 2024 UTILITY POLICE INTERCEPTOR (99999-001-SPD0000183-0006)

Account Manager: RON MORGAN

CUSTOMER CITY OF VILLA RICA

CONTACT BLAKE TERRY

PHONE 678-840-1325

EMAIL bterry@villarica.gov

ADDRESS

VEHICLE			TRADE	
Vehicle	2022 Escape 4DR SE AWD		Vehicle	
Color	OXFORD WHITE		VIN	
Stock #	NUB54049		Miles	
PRICING			Actual Value	
Vehicle Price		\$31,640.00	Tires	-
STOCK FEE		\$500.00	Mileage Adjustment	-
Tag/Registration Fee (estimate)		\$0.00	Mechanical repairs	-
DOC		\$0.00	Brakes	-
Vehicle Selling Price		\$32,140.00	Scratches / Paint	-
TOTAL UPFIT		\$0.00	Body Damage / Dents	-
Customer Rebates / GPC	-	(\$1,900.00)	Extra Allowance	+
Difference		\$30,240.00	Allowance:	\$0.00
			FLEETTAIL	
Taxes 7%	+	\$0.00	Name	
Trade Payoff	+	\$0.00	Address	
Maintenance Plan 7 / 100	+	\$0.00	Phone	
Service PLAN 7 / 100	+	\$0.00	Email	
Shipping Fee	+	\$0.00		
Balance Due (estimate)		\$30,240.00		
Total Quantity		1		
Order Total		\$30,240.00		
NOTES				
This sales order does not guaranty available. A purchase order is required to guarantee availability.				

X

Buyer

Date

Ron Morgan

Account Manager

Date 7/22/2024

RETAIL BUYERS ORDER

DON-RICH FORD COMPANY, INC.
 VILLA RICA, GEORGIA 30180
 Local: 770-459-5132

QUOTE

Birthdate _____
 DLN _____
 Home Phone _____
 Office Phone 7/19/24 DATE

PURCHASER Villa Rica PD

ADDRESS _____ COUNTY _____

ENTER MY ORDER FOR 20 YEAR Ford MAKE ESCAPE MODEL Titanium EXTERIOR COLOR BLACK

SERIAL NO. 1FMCU9J9A2UC12040 SALESMAN DANNY INTERIOR COLOR _____

STOCK NO. P2988 MILEAGE 23409

OTHER ACCESSORIES _____ ENGINE SIZE _____ RETAIL PRICE \$ 25,995.00

RADIO AM-FM-TAPE-CD _____ PKG. DISCOUNT _____

TRANSMISSION _____ CPO FEE 650.00

TIRES _____ DEALER FEE 299.00

WHEELS _____ SUB-TOTAL 24,944.00

AIR CONDITIONER _____ TAVT 60V

SPEED & TILT _____ TITLE 97.00

P. SEAT & P. WINDOWS _____ STATE L/LAW (NEW) _____

BUMPER _____

bTerry Co

Villa Rica, Gov

TOTAL CASH DELIVERED 27,041.00

CUSTOMER CASH _____

DEPOSIT _____

CASH ON DELIVERY _____

(OA) _____

USED CAR ALLOWANCE \$ _____ BALANCE OWED \$ _____ **EQUITY** _____

BALANCE OWED TO _____ **FACTORY REBATE** _____

DESCRIPTION OF TRADE-IN _____ QUOTED BY _____

YEAR _____ MAKE _____ MODEL _____ MILEAGE _____

SERIAL NO. _____

YEAR _____ MAKE _____ MODEL _____ MILEAGE _____

SERIAL NO. _____

TOTAL DOWN PAYMENT _____

ESP MO _____ MILEAGE _____ \$ _____

BAL. IN _____ INSTALLMENTS OF \$ _____ STARTING _____

CHART NO. _____ LIFE () _____ A & H () _____

FIRST LIEN: _____

NAME _____

STREET _____

CITY _____ STATE _____

ZIP _____

LEIN HOLDER CODE _____

OUTSIDE INSURANCE: _____

COMPANY _____

AGENT _____

ADDRESS _____

PHONE _____

POLICY NUMBER _____

For and in consideration of the sum of \$ _____ which you have this day credited to my account. I do hereby bargain, sell and deliver unto DON-RICH FORD CO., INC., one _____ automobile, Model _____ Motor No. _____ I warrant the title to said automobile to be in me, and that same is free from encumbrances and all debts, except \$ _____ due _____ which amount DON-RICH FORD CO., INC., does assume that I have a good right to sell and deliver the above automobile, and that title and possession thereto I will warrant against the claims of all parties whatsoever, except as above specified. It is agreed and understood that no warranties of any kind or character, either expressed or implied, are made by you of and concerning the car to be delivered to me. In the event of increase in price by manufacturer before delivery I agree to pay the difference in price.

The above comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized.

This order is not valid unless signed and accepted by Dealer and approved by a responsible finance company as to any deferred balance.

BUYER'S SIGNATURE _____

ADDRESS _____

MUST BE ACCEPTED BY AN OFFICER OF THE COMPANY

Deliver to chris
Villa Rica 30180

Automotive Parts & Accessories ▾ police siren

EN ▾ Hello chris
Account & Lists ▾ Returns
& Orders

6

Subtotal
\$182.90

All Same-Day Delivery Medical Care ▾ Amazon Basics Groceries ▾ Livestreams Essentials Buy Again Amazon Business ▾

Automotive Your Garage Deals & Rebates Best Sellers Parts ▾ Accessories ▾ Tools & Equipment ▾ Car Care ▾ Motorcycle & Powersports ▾ Truck ▾

Spend less on your medication

LIMIT PRICE



amazon pharmacy

◀ Back to results



Roll over image to zoom in



2 VIDEOS

9200E Amplifier Police Siren & Metal Ultra Slime Octagon Compact Flat Speaker,DC12V 100W Multi-Tones Wired Control with Mic Loudspeaker Emergency Electronic PA System for Police Cars

Visit the YHAAVALE Store
4.4 1,291 ratings
50+ bought in past month-5% **\$85.49**List Price: ~~\$89.99~~Or **\$15.79** /mo (6 mo). Select from 1 plan

FREE Returns

Save up to 21% with business pricing. Sign up for a free Amazon Business account

Brand	YHAAVALE
Power Source	Corded Electric
Voltage	12 Volts (DC)
Control Method	App, Remote, Touch
Noise Level	120 dB

About this item

- YHAAVALE 9200E is a multi-function 100W police siren alarm system integration.Come with a Metal Ultra Slim Flat speaker.
- AUDIO CLARITY AND AUDIBILITY - With an adequate power output of 100W and powerful speakers with a rating of 120-130dB, you get quality audio output which is audible from a distance away.You can also adjust the volume.
- MULTIPLE OPERATION MODES - This warning system features multiple operation options. with the siren option giving you HIGH,BASS,FIRE,AIR DEFENSE ,MUTU and also Manual Horn & Manual Siren.
- Alarm installation is simple, easy to operate, stable performance, strong power.
- It's suitable for police, fire, ambulance, traffic, engineer, volunteer, and private vehicle to use as a PA system or audio warning device.

▶ See more product details

☐ You've spent **\$29** on shipping in the last year.

Add your free 30-day trial of Prime and get fast, free delivery

Delivery

Pickup

\$85.49

FREE Returns

FREE delivery **Wednesday, July 31**Or **Prime members** get FREE delivery **Monday, July 29**. Order within 15 hrs 15 mins. Join Prime

Deliver to chris - Villa Rica 30180

In Stock

Quantity: 1

Add to Cart

Buy Now

Ships from Amazon
Sold by HG_AUTOACC
Returns 30-day refund/replacement
Packaging Ships in product packaging

▼ See more

Add a Protection Plan:

- ☐ 3-Year Protection for \$11.99
- ☐ 4-Year Protection for \$15.99
- ☐ Asurion Complete Protect: One plan covers all eligible past and future purchases (Renews Monthly Until Cancelled) for \$16.99/month

☐ Add a gift receipt for easy returns

Add to List

amazon business

Save up to 21% on this product with business-only pricing.

Create a free account



Only 6 left in stock - order soon.



Deliver to chris
Villa Rica 30180

Automotive Parts & Accessories ▾ Search Amazon

EN ▾

Hello, chris
Account & Lists ▾Returns
& Orders

6

Subtotal
\$182.90

All Same-Day Delivery Medical Care ▾ Amazon Basics Groceries ▾ Livestreams Essentials Buy Again Amazon Business ▾

Automotive Your Garage Deals & Rebates Best Sellers Parts ▾ Accessories ▾ Tools & Equipment ▾ Car Care ▾ Motorcycle & Powersports ▾ Truck ▾

Automotive ▸ Lights & Lighting Accessories ▸ Warning & Emergency Lights ▸ Emergency Strobe Lights

Sponsored



XRIDONSEN Blue White Emergency Dash Lights & 35inch Traffic Advisor POV Firefighter Light Bar for Trucks Vehicles

Visit the XRIDONSEN Store
Search this pageBundle Was Price: ~~\$112.98~~ DetailsBundle Price: **\$83.99**You Save: **\$28.99** (25%) (\$25.99 less than
buying separately)Or **\$15.51** /mo (6 mo). Select from 1 planGet \$50 off instantly: Pay \$33.99 upon approval
for Amazon Visa. No annual fee.

Bundles with this item

Roll over image to zoom in

Emergency Dash Lights	Blue and White	☐
-23% \$47.27	Emergency Lights for...	☐
Was: \$61.98	-31% \$63.99	☐
	Was: \$92.98	Was: \$

See all bundles

Color	Blue, White
Material	Acrylonitrile Butadiene Styrene (ABS)
Finish Type	Abs
Light Source	LED
Type	
Shade	Acrylonitrile Butadiene Styrene
Material	

About this item

- **[MAKE YOU STAND OUT]** This 2 in 1 windshield strobe lights bar comes with high brightness LEDs. Even during the day, the lights are bright and noticeable to the driver. These are very bright and effective for any warnings and emergencies.
- **[HIGH-QUALITY]** This emergency vehicle lights is well-made and lightweight, with TRL light source, low consumption, and a service life of 50,000 hours. The case is made of ABS so it won't deform in sunlight, has a nice and sturdy case.
- **[QUICK RESPONSE]** Just plug in the 12V cigarette lighter switch, and control the strobe mode you need through the display handle, with memory function and custom pattern function. 26 different flashing patterns, very handy for late night calls, first responder, storm work or danger.
- **[EASY TO INSTALL]** Deck split mount lights easy to place on the window, the suction cup is very strong.

☐ You've spent **\$29** on
shipping in the last year.Add your free 30-day
trial of Prime and get
fast, free delivery**\$83.99**Delivery **Monday, July 29**. Order
within 15 hrs 26 mins

Deliver to chris - Villa Rica 30180

In Stock

Quantity: 1

Add to Cart

Buy Now

Ships from Amazon
Sold by Chribster
Returns 30-day
refund/replacement
Payment Secure transaction

☐ Add a gift receipt for easy
returns

Add to List

Only 6 left in
stock - order
soon.

Sponsored



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Sale of Misc Equipment

AGENDA DATE: 8-13-24

DATE PREPARED: 8-1-24

PREPARED BY: Chris Maddox

AMOUNT:

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM? No

PURPOSE: Sale on Gov Deals of golf carts, equipment and generator.

BACKGROUND: These golf carts and equipment were from the military and are no longer in working condition. Also to list an old generator. This generator was replaced due to the throttle body being obsolete and not able to repair. They have been in the old lot behind Police Department for several years now and must be moved for the incoming WIC building. The Police Department has informed me that the military is fine with us selling or scrapping these items.

STAFF RECOMMENDATION: To list items on GOV Deals

IMPACT: This will free up remaining space in the lot behind the Police Department for the WIC building

MOTION: To allow the above-named items to be listed on Gov Deals to be auctioned off.

CITY COUNCIL
LESLIE MCPHERSON, MAYOR
DANNY CARTER, MAYOR PRO TEM
SHIRLEY MARCHMAN
MATTHEW MONTAHAN
STEPHANIE WARMOTH
ANNA MCCOY

City of Villa Rica

INTERIM CITY MANAGER: JEFF REESE
CITY CLERK: THERESA CAMPBELL
CITY ATTORNEY: C. DAVID MECKLIN

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



2024-TP-01 2024 Roadway Paving Project

Street List

Shoreline Parkway – Mill and Inlay asphalt	Thomas Dorsey Drive - Mill and Inlay asphalt
Bridgewater Pointe - Mill and Inlay asphalt	Ridgelake Drive - Mill and Inlay asphalt
Maple Valley Drive - Mill and Inlay asphalt	Harmon Springs Road - Mill and Inlay asphalt
Old Stone Road - Mill and Inlay asphalt	Neighborhood Walk - Mill and Inlay asphalt
Old Town Road - Mill and Inlay asphalt, edge lines and center lines, raised pavement markers	East Wilson Street - Mill and Inlay asphalt
South Dogwood Street - Mill and Inlay asphalt	Hickory Level Road - Mill and Inlay asphalt
Tyson Road - Mill and Inlay asphalt	East Industrial Court - Mill and Inlay asphalt Repair marked portions only
Edge Road - Mill and Inlay asphalt, edge lines and center lines, raised pavement markers	Daniel Road - Mill and Inlay asphalt Repair marked portions only

Carroll Vista Subdivision Completion



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Shoreline Lift Station Force Main Redirect and Upgrade

AGENDA DATE: August 13, 2024

DATE PREPARED: August 7, 2024
PREPARED BY: John Bain

AMOUNT: \$ 1,006,800.00
GL ACCOUNT #: 505-4330-541213
FUNDING SOURCE: Water and Sewer Fund / ARPA
BUDGETED ITEM? Yes
PUBLIC HEARING: No

PURPOSE: To redirect wastewater flow from Shoreline lift station to Cleghorn lift station and ultimately the West Plant, relieving a capacity issue at the North Plant.

BACKGROUND: The current capacity at the North Plant is at 87%. Previously approved development projects will increase flow to beyond the plant capacity. By redirecting Shoreline lift station, staff can reduce demand at the North Plant by approximately 20%, providing available capacity to accept new development.

Staff had previously engaged engineering services to design and rebuild of Shoreline lift station and force main, as the current wet well capacity is undersized for current and future flows. Given the proposed location for a new wet well and time constraints upon the plant, staff determined the preferred path forward is to move forward with the force main redirect while the redesign of the wet well continues. This new force main and route will work with the new wet well redesign, so there will be no need to redesign the force main again in the future.

This project will include the installation of a force main along Shoreline Parkway and new pumps and control panel for the existing wet well.

STAFF RECOMMENDATION: Staff recommends the execution of the agreement with Tim Grizzard and Associates for the force main redirect, at a cost of \$ 884,500.00, and the purchase of the pumps and control panel assembly, at a cost of \$ 122,300, for a total cost of \$1,006,800.00.

MOTION: I move to approve the Mayor to authorize the engagement of Tim Grizzard & Associates for the redirect of the Shoreline force main and the purchase of the pumps and control panel assembly, at a total cost of \$1,006,800.00.

Grizzard & Associates, Inc.

2967 Mt. Pleasant Rd.

Franklin, GA 30217

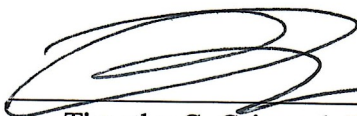
706-302-1576

Shoreline Lift Station and Forced Main Reroute and Upgrade

4500' of 10" PVC Installed Plus Tie-Ins	\$527,500
Saw Cutting, Asphalt Removal and Haul Off, Traffic Control, Air Relief Valve Installation (2 places)	\$85,000
Directional Bore Under Punkintown Road	\$65,000
Installation of New Sulzer Pumps and Electrical	\$125,000
Grassing and Erosion Control	\$15,000
Mobilization and Insurance	\$67,000
Total Labor and Material Excluding Pump Set	\$884,500.00
City Provided Pump Set (See Attached)	\$122,300.00

Assumptions:

City to furnish Sulzer Pump Set and Panels. Existing Generator is of adequate size to support the new station. Contractor to supply all ancillary electrical components to replace the existing pumps. New pumps to fit on existing rails and bases. No bypass pumping required. Contractor to provide all piping. No Payment and Performance Bond Required. This project adds an air release valve on the old section of force main where currently needed.



Timothy C. Grizzard, P.E.

July 31, 2024



Hydra Service, Inc.

SPECIALIST IN FLUID MOVEMENT

150 Dean Goss Dr, Jasper GA 30143

Telephone (706) 807-2383

TO:	Paul C. Simonton, P.E.	FROM:	Matthew Delong
BUS:	Simonton Engineering	PHONE:	770-315-1247
PHONE:	(912) 977-1502	DATE:	July 16, 2024
EMAIL:	paul@simontoneng.com	QUOTE:	0724-145
REF:	Villa Rica - Shoreline PS		

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY DESCRIPTION

Duplex Pump Station Replacement to Include the Following:

- | | |
|-----|---|
| 2 | Sulzer XFP107J-CB2.205-PE430/2 Submersible Pump |
| | • 57.7hp, 460v, 3ph; PE4B Frame |
| | • 49' of Cable |
| | • DP: 500 GPM @ 200ft TDH |
| | • Operating Point: 514.2 GPM @ 211ft TDH |
| 2 | 4" x 6" GRA w/ Integral Elbow, Dual, HD |
| 2 | Interm. Guide Bracket, Dual, 6" DI Pipe, 316SS |
| 2 | Upper Guide Rail Bracket, Dual, 316SS |
| 100 | 2" Guide Rail, 304SS |
| 48 | 1/2" Chain, 304SS (2 ea @ 24ft) |
| 4 | w/ 1/2" Rapid Links, 304SS |

***Note: The recommendation may be larger than the existing model, verify the clear opening and spacing per the included dimensional drawing. The recommended hatch opening/clearance for these pumps with standard HSI 6" pipe spacing (26" center-to-center) is 53" Wide x 32" Long.**

Lead Time: 17-22 Weeks

Duplex Control Panel

- | | |
|---|--|
| 1 | H.S.I Duplex Control Panel |
| | • Includes Model ATS480 Soft Start by SQUARE D |
| | • Float-Switch Based Automatic Controls (Must Be Confirmed Prior To Placing Order) |
| | • Includes Small Heat Exchange for Closed-Loop Cooling |
| 4 | Mini Floats w/30' cables |

Delivery/Startup

Delivery Included
Start Up Included - Mileage / Labor

TOTAL PRICE: \$122,300.00

Note: The material quoted is the best interpretation of the items provided for this project, and the customer shall review to ensure no additional items are needed.

The quote is good for 30 days unless otherwise noted. All material is subject to the engineer's final approval of submittal if required. Price is plus any taxes. Delivery, labor, and start-up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

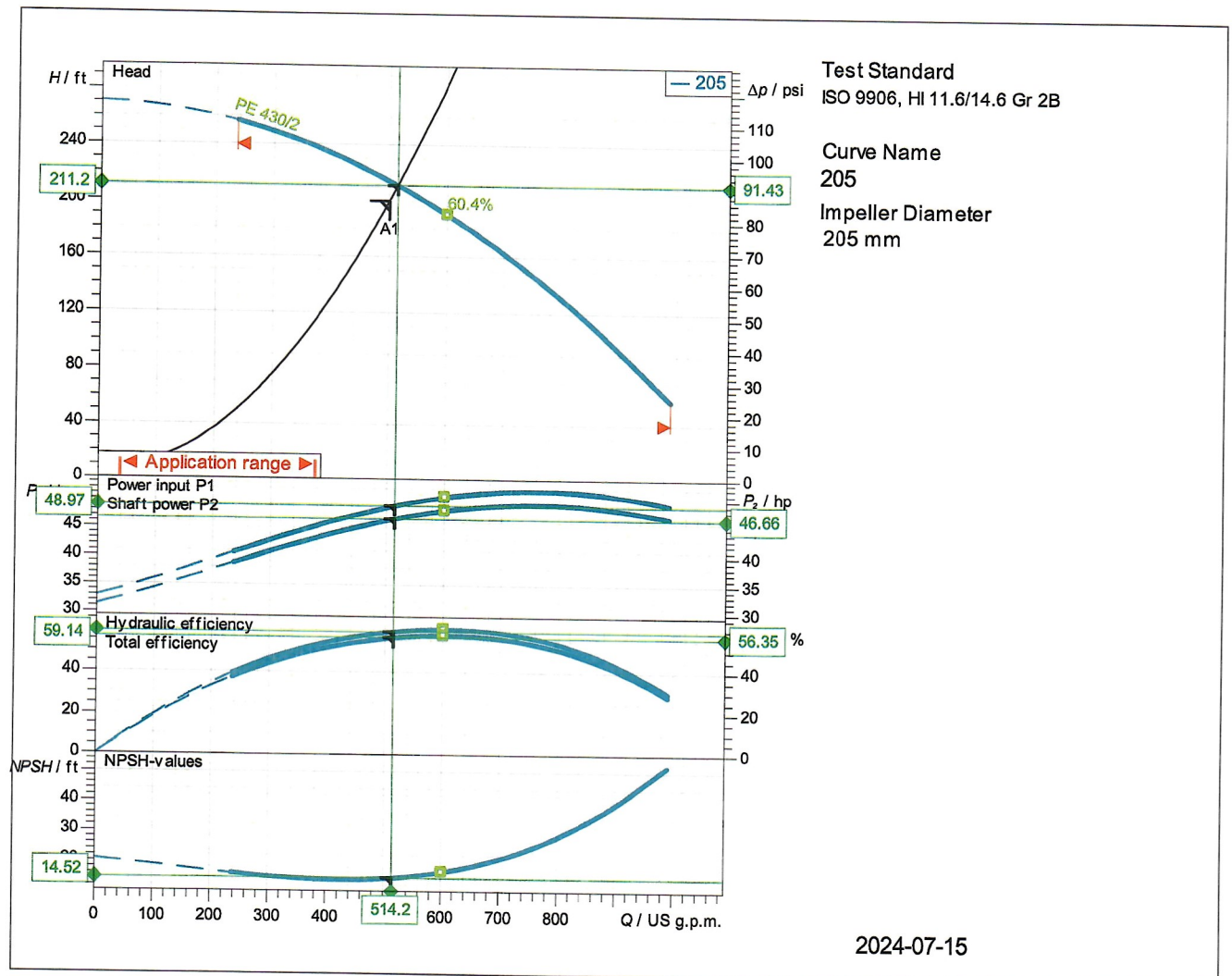
Matthew Delong
REVIEWED BY HSI REPRESENTATIVE

7/16/2024
DATE OF REVIEW

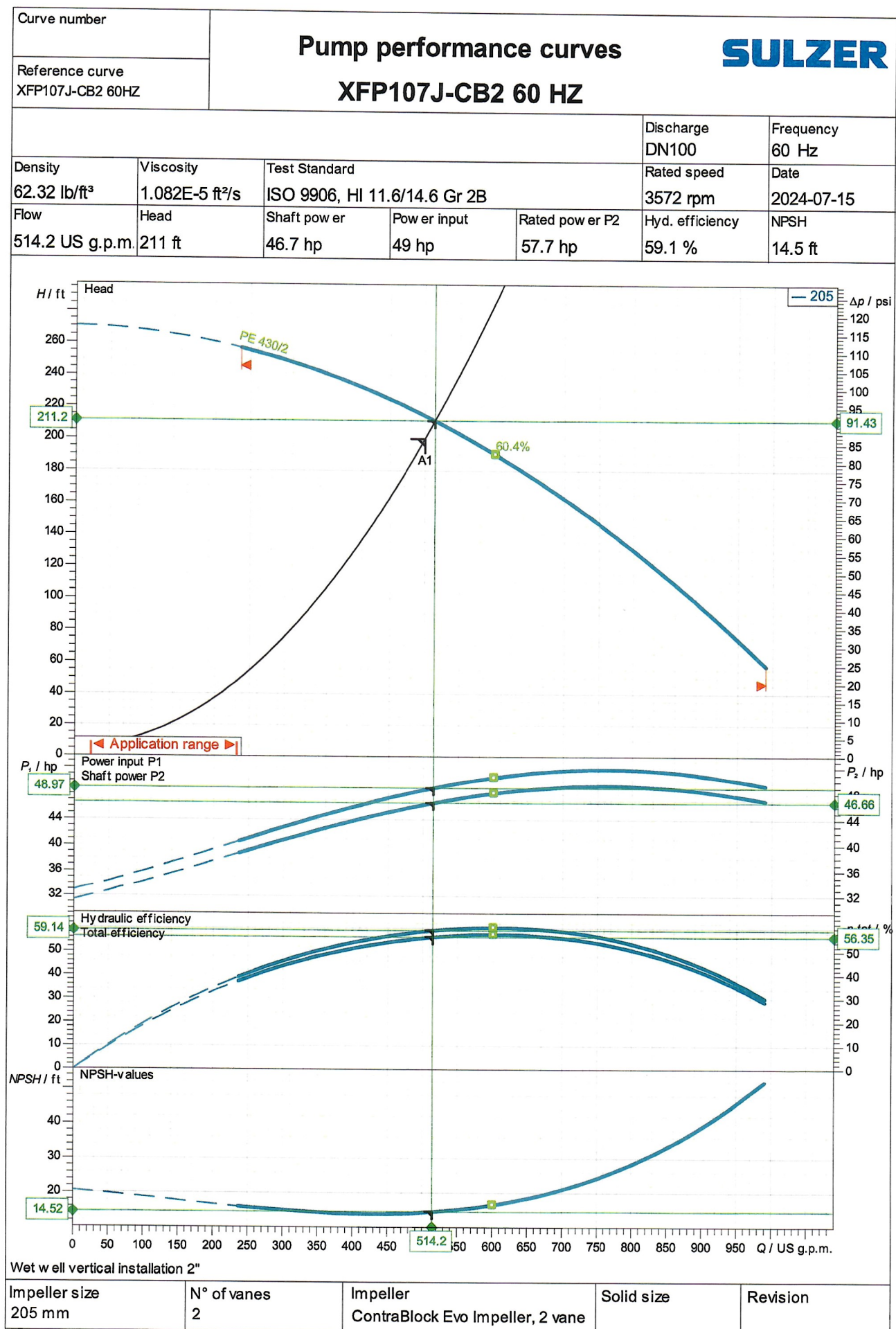
PURCHASER SIGNATURE

DATE ACCEPTED

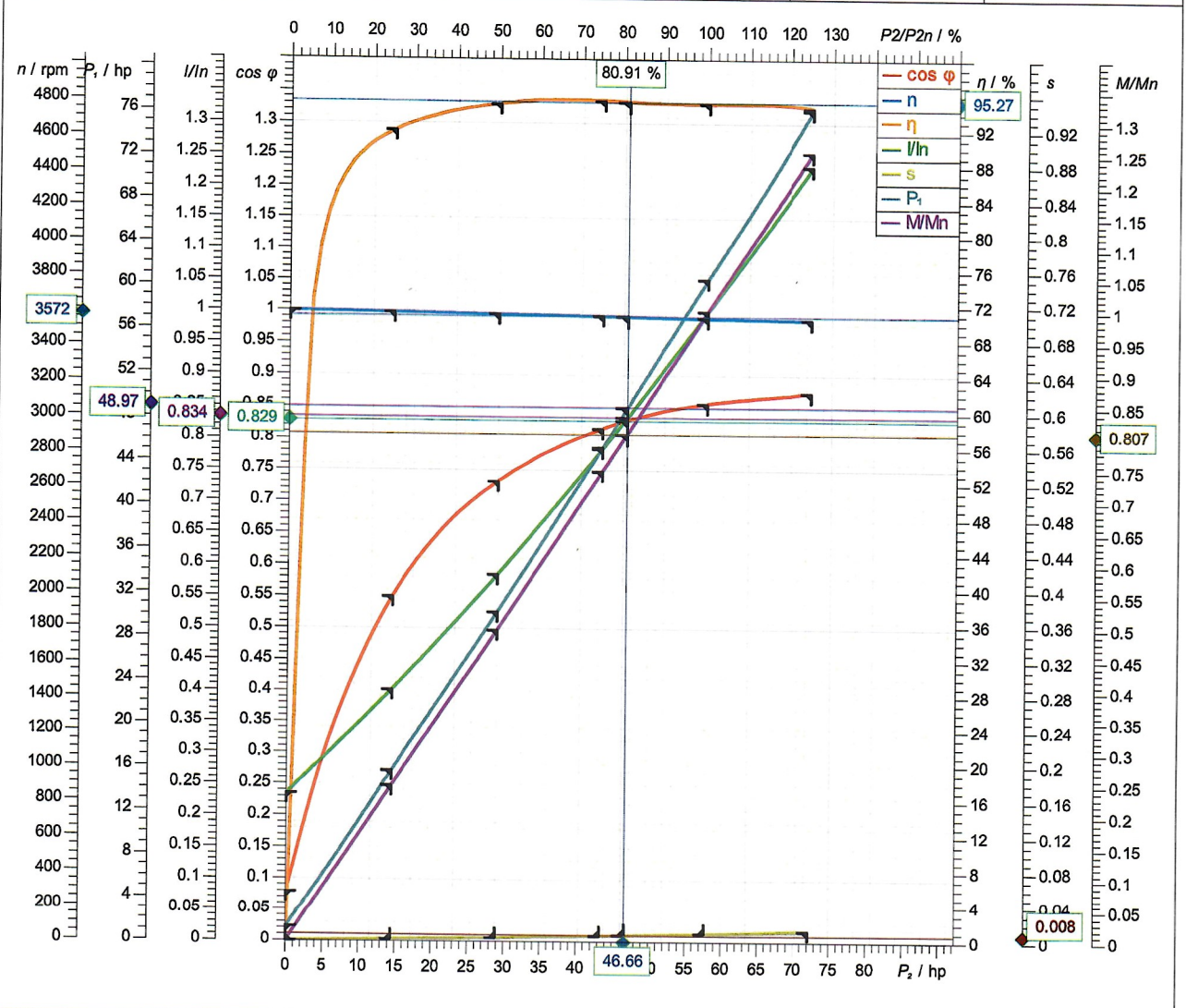
XFP107J-CB2 60 HZ



Operating data specification			
Flow	514.2 US g.p.m.	Power input	49 hp
Efficiency	59.1 %	Head	211 ft
NPSH	14.5 ft	Shaft power	46.7 hp
Temperature	68 °F	Fluid	Water
No. of pumps	1	Nature of system	Single head pump
Pump data			
Type	XFP107J-CB2 60 HZ	Make	SULZER
Series	XFP PE4-PE7	Impeller	ContraBlock Evo Impeller, 2 vane
N° of vanes	2	Impeller size	205 mm
Free passage		Suction flange	DN100
Discharge flange	DN100	Type of installation	Wet well vertical installation 2"
Moment of inertia	0.413 lb ft²		
Motor data			
Rated voltage	460 V	Frequency	60 Hz
Rated power P2	57.7 hp	Nominal Speed	3550 rpm
Number of poles	2	Efficiency	95 %
Power factor	0.856	Rated current	66.3 A
Starting current	458 A	Rated torque	85.3 lbf ft
Starting torque	217 lbf ft	Degree of protection	IP 68
Insulation class	H(140)	No. starts per hour	15



Rated power 57.7 hp	Service factor 1.15	Nominal Speed 3565 rpm	Number of poles 2	Rated voltage 460 V	Date 2024-07-15
------------------------	------------------------	---------------------------	----------------------	------------------------	--------------------



Symbol	No load	25 %	50 %	75 %	100 %	125 %
P_2 / hp	0	14.42	28.83	43.25	57.66	72.08
P_1 / hp	1.318	15.67	30.34	45.35	60.65	76.19
I / A	15.61	26.66	38.8	52.01	66.31	81.68
$\cos \phi$	0.079	0.55	0.732	0.816	0.856	0.873
n / rpm	3600	3592	3584	3574	3565	3554
s / %	0.0009921	0.2181	0.454	0.7087	0.9823	1.275
M / lbf ft	0	21.08	42.26	63.55	84.97	106.5
η / %	0	92.01	95.02	95.37	95.08	94.6

Tolerance according to VDE 0530 T1 12.84 for rated power					
Starting current 458 A	Starting torque 217 lbf ft	Moment of inertia 5.66 lb ft²	No. starts per hour 15		

No: 310 102 209 -00 | 2

Dat/Nam.: 01.03.2024 / BMcD

Cad Code: 310102209

Technical changes reserved
Änderungen vorbehalten
Sous réserve de modifications**XFP 107J-CB2**

Dimension sheet PE4 WET WELL Installation dual guide rail 2"

Maßblatt PE4 Nassinstallation Zwei-Rohrführung 2"

Plan d'encombrement PE4 installation submersible Double barre de guidage 2"

SULZER

Type Typ Type	Type Typ Type	Weight Gewicht Poids		Weight Gewicht Poids		H		SIZE
		NCJ (~kg)	NCJ (~lb)	WCJ (~kg)	WCJ (~lb)	(mm)	(inch)	
50Hz	60Hz							
PE350/2								
PE420/2								
	PE430/2	620	1364	665	1463	1492	58.7	B
	PE540/2							

Weight: Includes pump, slider bracket and 10m cable

Gewicht: Beinhaltet Pumpe, Halterung und 10m Kabel

Poids: Pompe, coulisseau et 10m de câble

For different cable length see IOM, chapter 1.5

Für abweichende Kabellänge siehe EBA, Kapitel 1.5

Pour des longueurs supérieures, voir la section 1.5 du manuel

For hex.-woodscrew 0,4*2,8 plug 0,5 DIA

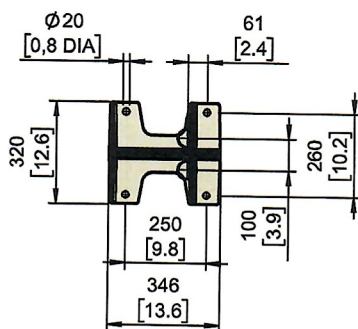
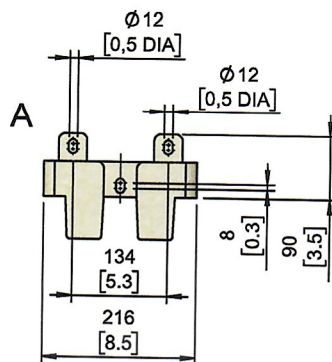
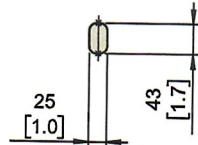
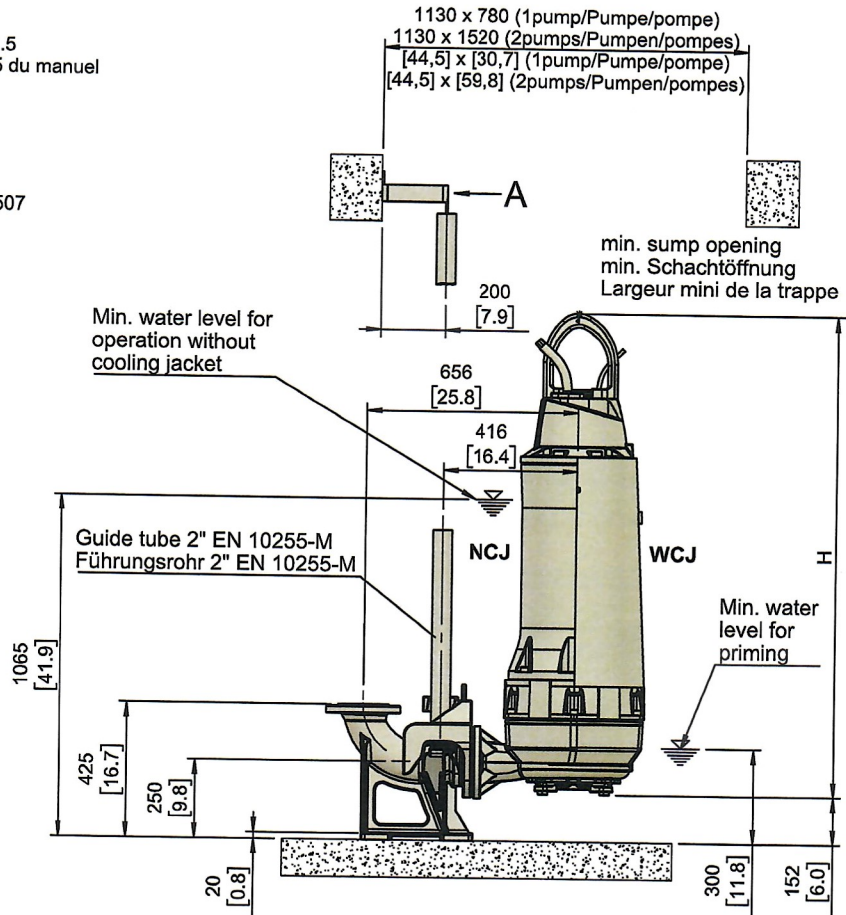
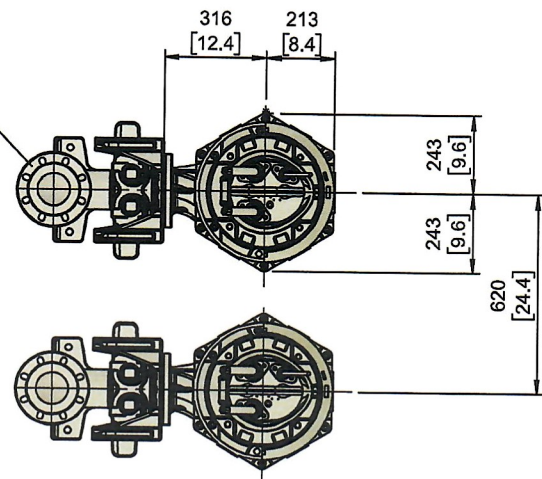
Für Skt.-Holzschr. 10*70 Dübel Ø12mm

Pour vis à bois hexagonale 10*70 trou de 12mm

Installation instructions "pedestal" 1 597 2507

Installationsanweisung "Fußstück" 1 597 2507

Instruction d'installation du "pied d'assise" 1 597 2507

Lifting hoop cross section
Fangbügel-Querschnitt
Section de l'anse de levage[mm
[inch]NCJ = Ohne Kühlmantel
Without cooling jacket
Sans enveloppe de refroidissementWCJ = Mit Kühlmantel
With cooling jacket
Avec enveloppe de refroidissementDN100, DIN EN 1092-2, PN16
4" ANSI B16.1 CLASS 125



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Lake Cowans Pump Replacement
AGENDA DATE: August 13, 2024

DATE PREPARED: 8/1/2024
PREPARED BY: Erin Lewis

AMOUNT: \$17,350.00
GL ACCOUNT #: 505-4420-542500
FUNDING SOURCE: Water and Sewer
BUDGETED ITEM? Yes

PURPOSE: To replace a pump at the Cowans Lake raw water transfer station with a new Sulzer pump, providing staff the ability increase the flow from Cowans Lake to Lake Fashion.

BACKGROUND: Cowans Lake is a secondary water source for the City. The City is permitted to pump 500,000 gallons per day from Cowans Lake to Lake Fashion for the purpose of treatment for the City's drinking water. With our current pump capacity, staff is capable of pumping 350,000 gallons per day to Lake Fashion. This second, replacement pump provides staff the ability to transfer the regulated amount of water per day. Current city standards allow Sulzer and Flygt pumps to be used in water and wastewater pump stations. Quotes were received for each allowable brand.

Vendor	Pump Model	Price
Hydra Service	Sulzer	\$17,350.00
Xylem	Flygt	\$34,676.80

STAFF RECOMMENDATION: Staff recommends purchasing a Sulzer pump from Hydra Service at the cost of \$17,350.00.

IMPACT: The second pump increases reliability of the station and increases the flow to Lake Fashion.

MOTION: I move to authorize the Mayor to approve the purchase of a Sulzer pump for the Cowans Lake Transfer Station in the amount of \$17,350.00.



SPECIALIST IN FLUID MOVEMENT

150 Dean Goss Dr, Jasper GA 30143
Telephone (706) 807-2383

TO: Erin Lewis
BUS: City of Villa Rica
FROM: Matthew DeLong
PHONE: 770-315-1247
PHONE:
EMAIL: DATE: May 16, 2024
QUOTE: 0524-165
REF: Villa Rica Water Treatment plant, Replacing Grundfos 99193178

WE ARE PLEASED TO OFFER THE FOLLOWING QUOTATION:

QTY DESCRIPTION

Item #1 To change current XFP100G-CB1.6 PE185/4 SN: 300936210 pump from a .6 impeller to a .4 on job site

1

Hydraulic Kit CB1.4
• pn: 310195006207
Mileage
Labor
• Lead time: 8-10 wks on part ARO

Total for Item 1: \$3,215.00

Item #2 Purchase of new pump based on 400 gpm @ 110' tdh

1

Sulzer XFP100G CB1.4 PE210/4 Submersible Pump
• 28hp 460v 3ph, PE3A Frame
• 49' of Cable, 855 lbs
• Delivery included
• Lead time: one (1) in stock pending prior sale

Total for Item 2: \$17,350.00

Note: The material quoted is the best interpretation of the items provided for this project, and the customer shall review to ensure no additional items are needed.

The quote is good for 30 days unless otherwise noted. All material is subject to the engineer's final approval of submittal if required. Price is plus any taxes. Delivery, labor, and start-up are not included unless otherwise noted on the quote. Not included: any applicable taxes, installation costs, wetwell, valves, concrete work, foundation or pole for control panel, electrical connections, offloading, intermediate guide rail brackets, unless otherwise noted. No retainage is allowed.

Matt DeLong
REVIEWED BY HSI REPRESENTATIVE

May 16, 2024
DATE OF REVIEW

PURCHASER SIGNATURE

DATE ACCEPTED



**Xylem Water Solutions USA, Inc.
Flygt Products**

July 31, 2024

90 Horizon Drive
Suwanee, GA 30024
Tel (770) 932-4320
Fax (770) 932-4321

CITY OF VILLA RICA
571 W BANKHEAD HWY
VILLA RICA GA 30180-1726

Quote # 2024-ATL-0509
Project Name: CITY OF VILLA RICA
Job Name: Raw Water

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

400 gpm @ 110' tdh

Qty	Description	Unit Price
1	Flygt Model NP-3171.095 4" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 35 HP 3550 RPM motor, 278 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve . We don't use frame sizes	\$ 34,676.80

400 gpm @ 110' tdh Price \$ 34,676.80

Recommended Services

Qty	Description	Unit Price	Total Price
1	START UP,FLYGT,NO TAX 1-TP MODELS: 3000,7000,8000	\$ 1,575.00	\$ 1,575.00

Recommended Services: \$ 1,575.00

Total Equipment: \$ 34,676.80

Freight: \$ 1,899.00

Subtotal Equipment + Freight: \$ 36,575.80

Recommended Services : \$ 1,575.00

Total with Recommended Services : \$ 38,150.80

Terms & Conditions





CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: 2024 Budget Amendments #250-261

AGENDA DATE: 08-13-2024

DATE PREPARED: 07-31-2024

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: See Exhibit A

GL ACCOUNT #:

FUNDING SOURCE:

BUDGETED ITEM?

PUBLIC HEARING:

PURPOSE: To adopt a resolution amending the 2024 budget

MOTION: I move to adopt a resolution amending the 2024 fiscal year budget pursuant to Section 2-71 of the City Charter.

Police Pursuit Vehicle

Purchase & upfit one PD vehicle from unused funds in current budget

Source of Funds: General Fund

Item	Account Name	Account Type		Amount
250 100-3210-572000	Payment to Other Agencies	Expense	Decrease	79,138
251 100-9000-611021	Transfer to GF Capital Project	Expense	Increase	79,138
252 350-3210-542200	Vehicles - Police	Expense	Increase	79,138
253 350-391210	Transfer in from GF	Revenue	Increase	79,138

Police - Firearm disposition & purchase

Firearm disposition and purchase - City Council approved 07/09/24

Source of Funds: State Drug Funds

Item	Account Name	Account Type		Amount
254 212-381000	State Drug Fund - Fund Balance	Revenue	Increase	24,849
255 212-3210-531600	Small Equipment - Police	Expense	Increase	24,849

Police CID Vehicle

Purchase & upfit one PD CID vehicle from 2016 Douglas SPLOST

Source of Funds: 2016 Douglas SPLOST

Item	Account Name	Account Type		Amount
256 322-3210-542200	Vehicles - Police	Expense	Increase	30,875
257 322-381000	2016 DSPLOST - Interest	Revenue	Increase	30,875

Police Vehicles (5) + Upfitting

Purchase five (5) Ford Explorers + upfitting for Police Department

Source of Funds: Fund Balance - FY25 Budget - Advance Purchase

Item	Account Name	Account Type		Amount
258 100-381000	Use of Fund Balance	Revenue	Increase	387,735
259 100-9000-611021	Transfer to GF Capital Project	Expense	Increase	387,735
260 350-391100	Capital Project Transfers	Revenue	Increase	387,735
261 350-3210-542200	Vehicles - Police	Expense	Increase	387,735

STATE OF GEORGIA
CITY OF VILLA RICA

A RESOLUTION TO APPROVE AN AMENDMENT TO THE BUDGET
FOR THE FISCAL YEAR 2024 FOR THE CITY
PURSUANT TO SECTION 2-71 OF THE CITY CHARTER

WHEREAS, the Mayor and City Council adopted the 2024 Budget on September 12, 2023, which incorporated all of the various funds of the City; and

WHEREAS, the Mayor and Council have determined it appropriate to amend the budget for the reasons set forth herein; and

WHEREAS, the Mayor and Council have reviewed the proposed budget; and

WHEREAS, each of the funds, as amended, has a balanced budget, such that anticipated revenues equal or exceed proposed expenditures.

NOW, THEREFORE, the Mayor and City Council of the City of Villa Rica, Georgia, hereby resolve as follows:

Section 1. That the City of Villa Rica, Georgia, hereby amends the Budget for Fiscal Year 2024, said budget amendment being described as Amendment No. 250-261, attached hereto, and incorporated as Exhibit A.

Section 2. That any increase or decrease in appropriations or revenue of any fund or for any department; the establishment of new capital projects; or the establishment of new grant projects other than those expectations provided for herein, shall require approval of the City Council.

Section 3. That the City Manager and his/her designee may promulgate all necessary internal rules, regulations, and policies to ensure that this Budget Amendment Resolution is followed.

Section 4. This Resolution shall be effective immediately upon its adoption.

1. It is hereby declared to be the intention of the Mayor and City Council that all sections, paragraphs, sentences, clauses, and phrases of this Resolution are and were, upon their enactment, believed by the Mayor and City Council to be fully valid, enforceable, and constitutional.

2. It is hereby declared to be the intention of the Mayor and City Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause, or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of same. It is hereby further declared to be the intention of the Mayor

and City Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause, or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause, or phrase of same.

3. In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and City Council that such invalidity, unconstitutionality, or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the same and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Resolution shall remain valid, constitutional, enforceable, and of full force and effect.

4. All ordinances or resolutions and parts of ordinances or resolutions in conflict herewith are expressly repealed.

5. The within resolution shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE this the _____ day of _____, 2024.

Approved:

Leslie McPherson, Mayor

Attest:

Theresa Campbell, City Clerk



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: FY24 Audit & Single Audit Services with Mauldin & Jenkins, LLC.

AGENDA DATE: August 13, 2024

DATE PREPARED: July 26, 2024

PREPARED BY: Jennifer Hallman, Finance Director

AMOUNT: \$32,000 + \$4,500 (per major program – if needed)

GL ACCOUNT #: 100-1110-521220

FUNDING SOURCE: General Fund

BUDGETED ITEM? Yes

PURPOSE: Request approval of Mauldin & Jenkins' proposal to provide audit & single audit services for fiscal year 2024. The cost for the audit is \$32,000 plus a single audit fee of \$4,500 per major program (if needed).

BACKGROUND: This will be Maudin & Jenkins' last year to provide the audit & single audit services. The Finance Department will rebid audit services for FY25.

STAFF RECOMMENDATION: Approve proposal from Mauldin & Jenkins, LLC to provide audit & single audit services for fiscal year 2024.

MOTION: I move to approve the proposal from Mauldin & Jenkins, LLC to provide audit & single audit services for fiscal year 2024.



City of Villa, Georgia

Proposal to Extend Audit Services Contract **Fiscal Year September 30, 2024**

Mauldin & Jenkins Certified Public Accountants

Contact Person: Meredith Lipson, CPA, Partner

Phone: (770) 955-8600

Email: mlipson@mjcpa.com

200 Galleria Parkway, Suite 1700

Atlanta, GA 30339

mjcpa.com





VISION

To be a trusted advisor, earning trust and building respect through our consistent commitment to sustainable excellence, leadership, and integrity.

*Over 725 Governmental Units Served
Throughout the Southeast*



Going Further.



Transmittal Letter

July 25, 2024

City of Villa Rica, Georgia
Attn: RFP Review Committee
110 Academy Street
Canton, Georgia 30114

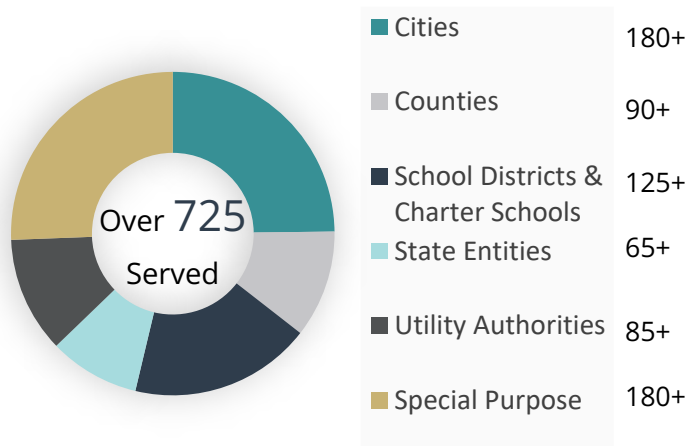
Ladies and Gentlemen:

Mauldin & Jenkins, LLC appreciates the opportunity to continue our relationship in providing independent auditing services to the City of Villa Rica (the "City"). As professional serving the public sector, specializing in services to all local governments, we believe our firm is eminently qualified to serve the City.

We believe that **Mauldin & Jenkins is the leader in auditing state and local governments in the Southeast**. This leadership was achieved by recognizing that we are an important part of our client's success, with our objective being to ensure that accurate information is reported to the Council, management, and its citizens. Given the complexities of the City's financial operations and the ongoing significant changes in accounting standards, we feel that it is very important that you select an auditing firm that is **focused and experienced** in the governmental industry. We differentiate ourselves from our peers in the following ways:

- ❖ **Experience with Governments. As auditors for more governments in the Southeast than any other firm**, our professionals are thoroughly versed in the complex governmental arena and have consistently provided the highest quality of service to our government clients. We serve:

- **725+ state and local governments across the Southeastern U.S.A.**
- **175+ water & sewer systems, 35+ airport operations, 25+ gas systems, 20+ electrical utilities, & 25 transit services;**
- **11 communities in the Municipal Electric Authority of Georgia (MEAG);**
- **175 governments awarded the GFOA's and, or ASBO's Financial Reporting Certificates.**
- **220+ of Single Audits as required by the Uniform Guidance.**



Mauldin & Jenkins provides over 155,000 hours of service to over 725 governmental units in the Southeast on an annual basis utilizing over 150 professionals.



- ❖ **Responsiveness and Large Firm Resources with Small Firm Sensitivity.** We pride ourselves in responding to the needs of our clients; not only the ability to meet deadlines, but also to respond to other requests. Our ability to be responsive is enhanced by the open communications and good working relationship we have with our clients. Our resources provide for the flexibility to meet your needs and to perform our services in an efficient and effective manner.
- ❖ **Nationally Recognized.** Mauldin & Jenkins is consistently ranked in the Top 100 by various publications as one of the largest certified public accounting firms in the country. We are a regional firm, but the firm's influence is shared nationally. Our partners have volunteered to serve: as the American Institute of CPA's (AICPA's) Governmental Audit Quality Center's (GAQC) Executive Committee in 2022; the AICPA's State and Local Government Expert Panel in 2021; the AICPA's sole representative to Government Accounting Standards Advisory Council (GASAC); the 2015 Chairman of the board of the AICPA; and a board member of the International Federation of Accountants (IFAC) in 2016. In 2020, our own Joel Black was appointed to serve as the Chairman of the Governmental Accounting Standards Board (GASB).  Mauldin & Jenkins is a leader nationally.
- ❖ **On-site or Remote Audits and Suralink.** Whether management elects for a remote or on-site audit, Mauldin & Jenkins is very effective in working from a hybrid environment. We also utilize software, like Suralink, on all audits to add organization and transparency to the audit process.
- ❖ **Information Technology Services.** Mauldin & Jenkins is one of 38 of the top 100 CPA firms in the nation who have invested in the AICPA's new revolutionary audit tool and methodology – the Dynamic Audit Solution (DAS). We also have resources to address the evolving cybersecurity threats to your government with Certified Information Systems Auditors (CISA) on staff and certified by the AICPA to provide cybersecurity advisory services and the newly created cybersecurity assessment.
- ❖ **Staff Continuity.** Our staff retention rates are considered to be among the best in the profession. We are able to not only provide consistency with the partner and manager on our engagement teams, but seniors as well. We also have enough resources at the partner, manager, and senior levels to provide for periodic rotations as requested by our clients.
- ❖ **Education.** Mauldin & Jenkins' clients have the opportunity to register and receive approximately 30 hours of continuing education on an annual basis, free of charge. We take our experience in serving governments and choose timely and relevant topics to provide ongoing education to our clients, both virtually and in-person. Sessions are limited to clients only.

As requested, we are providing a quote for audit services for the City's fiscal year ended September 30, 2024. Our fee for these services will be **\$32,000** for the financial statement audit.

The above fee does not include the testing and reporting requirements required for a Single Audit under the Uniform Guidance. Should a Single Audit be required, an additional fee for these services of **\$4,000 - \$4,500** per major program will be charged.



The City of Villa Rica is an important client to Mauldin & Jenkins and one that we would be proud to continue to serve. Again, on behalf of Mauldin & Jenkins, we are excited about the opportunity to continue our relationship with the City and look forward to helping with the continuing challenges you face.

Please contact us at (770) 955-8600, 200 Galleria Parkway SE, Suite 1700, Atlanta, Georgia 30339. Again, on behalf of Mauldin & Jenkins, thank you for the opportunity to serve.

Sincerely,

MAULDIN & JENKINS, LLC

Meredith Lipson, Partner



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Placer.ai marketing development tool renewal
AGENDA DATE: August 13, 2024

DATE PREPARED: July 23, 2024
PREPARED BY: Diana DeSanto

AMOUNT: \$12,600
GL ACCOUNT #: 100-1320-52-1200
FUNDING SOURCE: General Fund
BUDGETED ITEM? Yes
PUBLIC HEARING: N/A

PURPOSE: To continue to engage Placer Labs Inc., d/b/a Placer.ai, to provide research data and other materials useful for marketing, retail data, and positive publicity for the City of Villa Rica

BACKGROUND: Previously, the city used advertising in various media, as well as social media posts, to market events, tourism opportunities, etc., but with no insight on the target market. Within the last year, the City discovered sophisticated technology exists to better target our outreach efforts. Placer Labs, or Placer.ai, has developed an analytical platform that is used by over 500 cities, including Woodstock, Duluth, and Suwanee. The company uses cellphone location tracking to determine where the cellphone user has traveled to develop a picture of their consumer habits. Privacy is not violated. The phone owner voluntarily activates location tracking when they use smartphone apps that depend on the user's location. Placer.ai has agreements with these app developers to use location data only.

The City will not be able to identify individual smartphone users. As demonstrated to us over the last year, this platform allows us to determine a specific area in the city, say the V-Plex, and reliably estimate the number of visitors we had on a specific date, say July 3. We can compare that data over a period of years. The data shows us how far the visitor traveled to the V-Plex, what Villa Rica businesses they visited, how long they stayed, etc.

The ability to measure attendance at our concerts and other events, and to quantify the impact of visitors on local businesses, will help us better use our limited advertising resources. Knowing the routes visitors take will help us understand our traffic patterns and guide commercial development. Accurately measuring park visitation rates will help us allocate resources. Our merchants can use these insights to better tailor their customer service. There are multiple uses for this product. The services of Placer.ai has been approved for the current budget.

STAFF RECOMMENDATION: Approval of the renewal agreement with Placer Labs, Inc., d/b/a Placer.ai

IMPACT: N/A

MOTION: I move to approve the renewal agreement with Placer.ai to provide market analysis data to the City for an amount not to exceed \$12,600.



Civic Solutions

Best-in-class location analytics to help **civic leaders** drive success in their communities

How Placer.ai Works

01 Observe Human Movement

Foot traffic data from tens of millions of mobile devices forms an aggregated view of US commercial activity.

02 Analyze Every Location

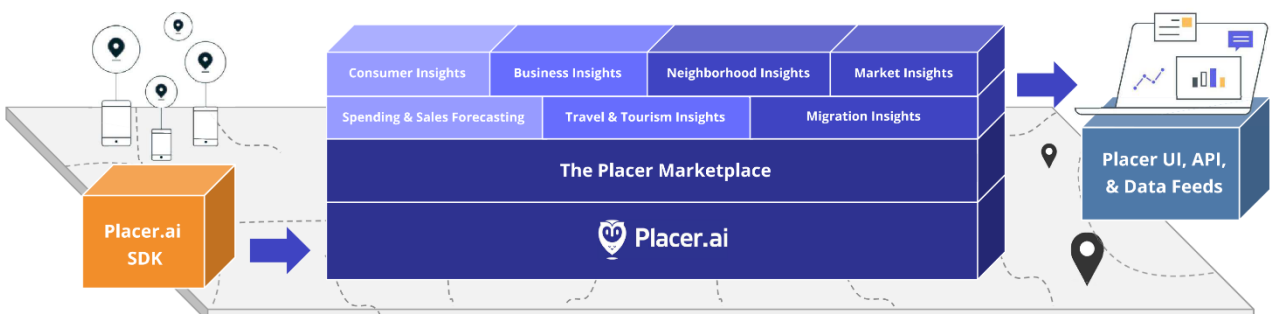
Machine learning accurately describes human movement throughout the U.S., from specific POIs to chains, markets, and regions.

03 Enhance with 360° Data

Visitation data is enhanced with Placer Marketplace 3rd party datasets that further describe businesses, consumers, and markets.

04 Generate Actionable Insights

Explore robust and statistically significant insights into how people and places interact – via an intuitive UI, data feeds, or the Placer API.



Villa Rica Fireworks

1605 Carrollton Villa Rica Hwy, Villa Rica, GA, United States



Jul 3 - Jul 3, 2018



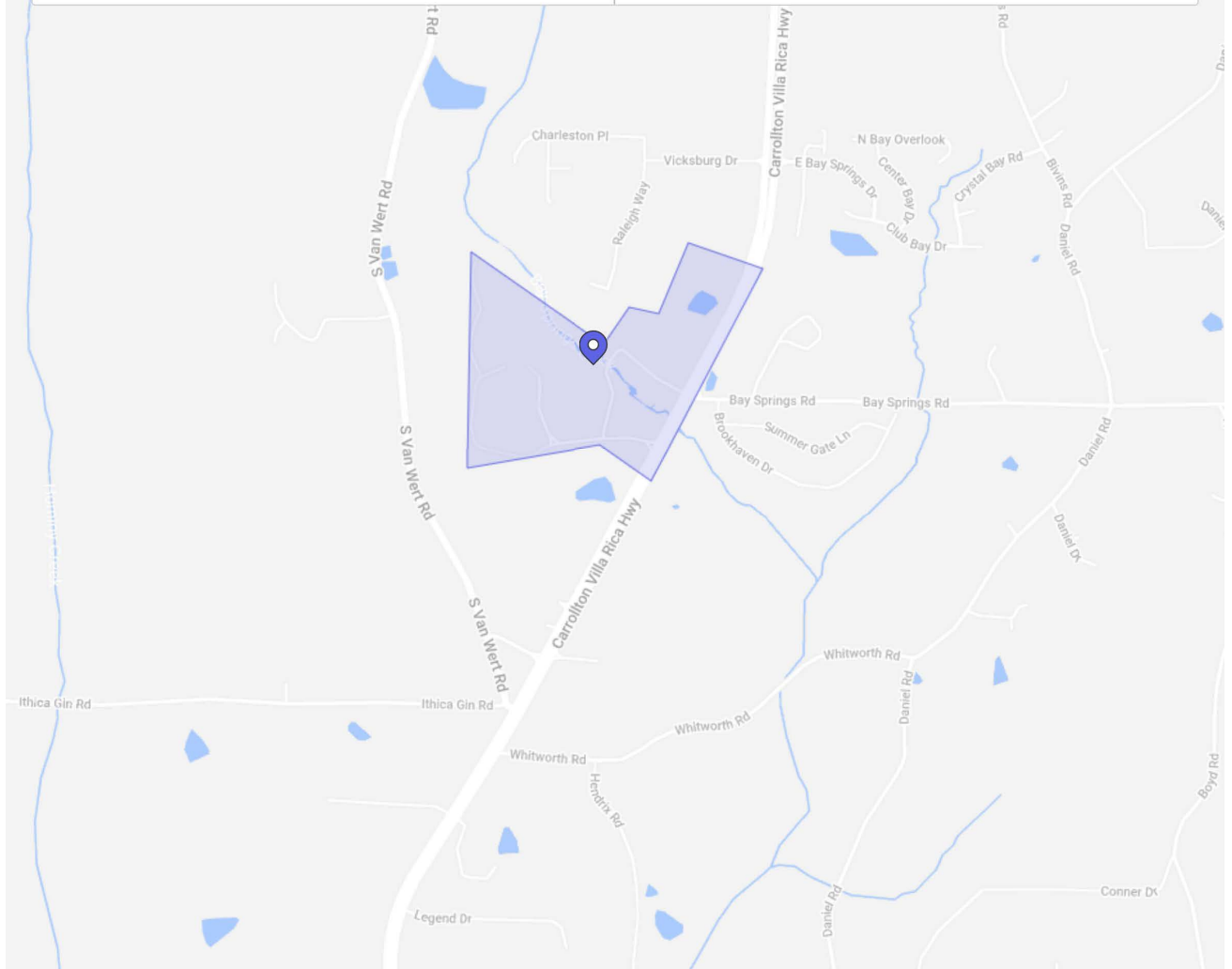
Jul 3 - Jul 3, 2019



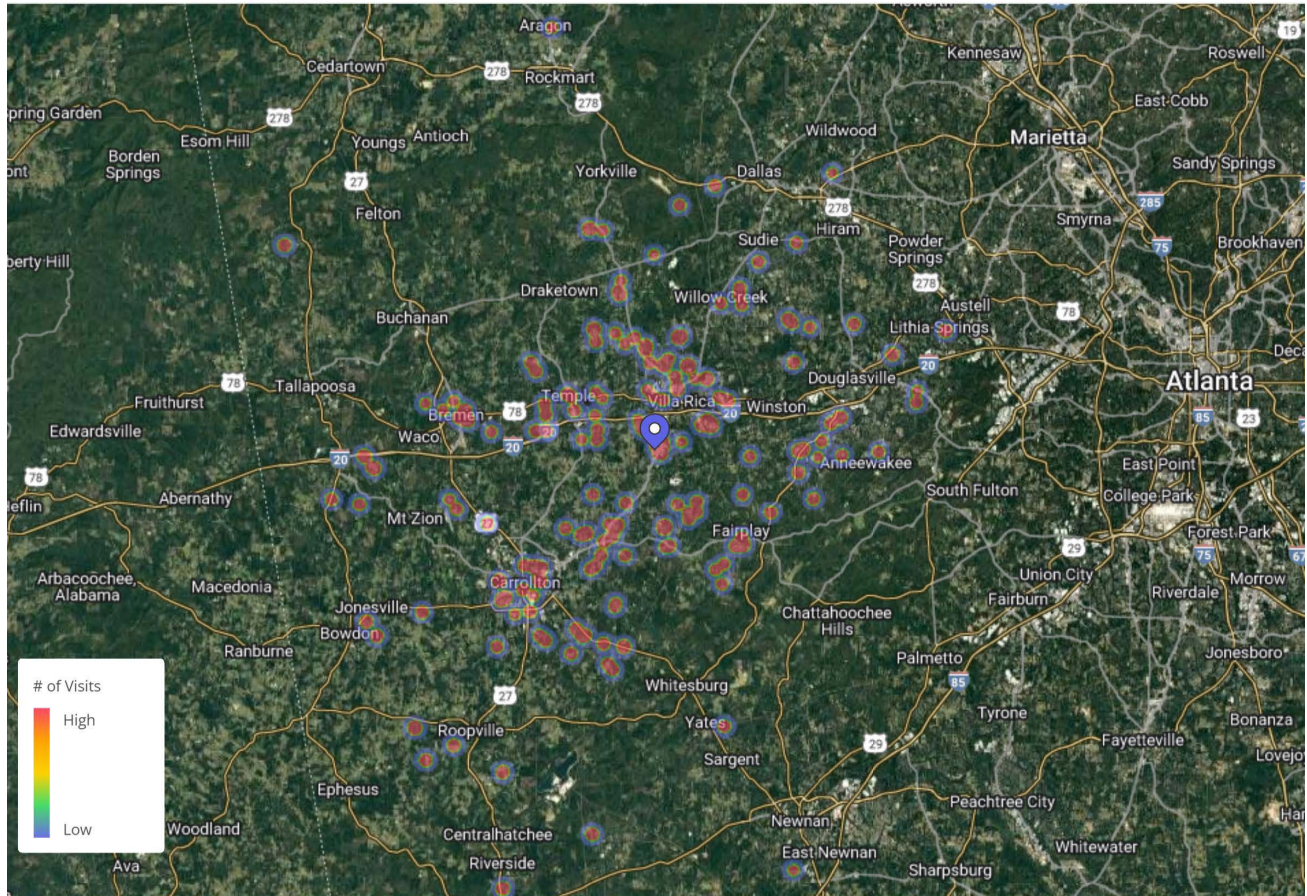
Jul 3 - Jul 3, 2021



Jul 3 - Jul 3, 2022



Market Landscape



The locations shown are obfuscated for privacy and randomly placed within a census block. They do not represent actual home addresses.

Villa Rica Fireworks | Jul 3rd, 2018 - Jul 3rd, 2018
Data provided by Placer Labs Inc. (www.placer.ai)



Metrics

Metric Name	 Villa Rica Fireworks Carrollton Villa Rica Hwy, Villa Rica, GA	 Villa Rica Fireworks Carrollton Villa Rica Hwy, Villa Rica, GA	 Villa Rica Fireworks Carrollton Villa Rica Hwy, Villa Rica, GA	 Villa Rica Fireworks Carrollton Villa Rica Hwy, Villa Rica, GA
Visits	6.8K	5.2K	3.9K	4.4K
Visitors	6.7K	5.1K	3.9K	4.4K
Visit Frequency	1.01	1	1	1
Panel Visits	178	210	139	239

 Villa Rica Fireworks - Jul 3rd, 2018 - Jul 3rd, 2018
 Villa Rica Fireworks - Jul 3rd, 2019 - Jul 3rd, 2019
 Villa Rica Fireworks - Jul 3rd, 2021 - Jul 3rd, 2021
 Villa Rica Fireworks - Jul 3rd, 2022 - Jul 3rd, 2022
Data provided by Placer Labs Inc. (www.placer.ai)



Favorite Places

Villa Rica Fireworks / Carrollton Villa Rica Hwy, Villa Rica, GA

Rank	Name	Distance	Visitors
1	Villa Rica Commons / 600 Carrollton, Villa Rica, GA 30180	2.1 mi	537 (12.3%)
2	Walmart / 600 Carrollton Villa Rica Hwy, Villa Rica, GA 30180	2.2 mi	394 (9%)
3	Waffle House / 592 Hwy 61, Villa Rica, GA 30180	2.1 mi	196 (4.5%)
4	Douglasville Crossing / 7003 Concouse Pkwy, Douglasville, GA 30134	11.2 mi	122 (2.8%)
5	Waffle House / 821 South Park St, Carrollton, GA 30117	11.4 mi	110 (2.5%)
6	QuikTrip / 650 Hwy 61, Villa Rica, GA 30180	2 mi	102 (2.3%)
7	Kroger / 3251 Highway 5, Douglasville, GA 30135	10.5 mi	88 (2%)
8	Park Plaza / W Stewart Mill Rd, Douglasville, GA 30135	10.6 mi	88 (2%)
9	LongHorn Steakhouse / 1155 Bankhead Hwy, Carrollton, GA 30116	8.5 mi	83 (1.9%)
10	Carrollton Crossroads / 1301 S Park St, Carrollton, GA 30116	12 mi	76 (1.7%)

Category: All Categories | Min. Visits: 1

Villa Rica Fireworks - Jul 3rd, 2018 - Jul 3rd, 2018

Villa Rica Fireworks - Jul 3rd, 2019 - Jul 3rd, 2019

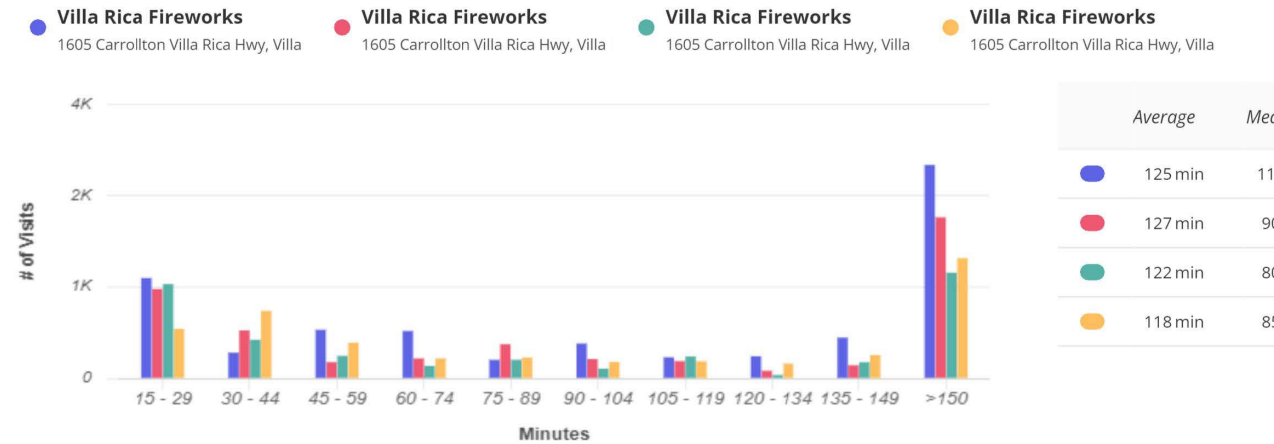
Villa Rica Fireworks - Jul 3rd, 2021 - Jul 3rd, 2021

Villa Rica Fireworks - Jul 3rd, 2022 - Jul 3rd, 2022

Data provided by Placer Labs Inc. (www.placer.ai)



Length of Stay



Visits

Villa Rica Fireworks - Jul 3rd, 2018 - Jul 3rd, 2018

Villa Rica Fireworks - Jul 3rd, 2019 - Jul 3rd, 2019

Villa Rica Fireworks - Jul 3rd, 2021 - Jul 3rd, 2021

Villa Rica Fireworks - Jul 3rd, 2022 - Jul 3rd, 2022

Data provided by Placer Labs Inc. (www.placer.ai)





PLACER LABS, INC.

AMENDMENT TO ORDER FORM

This Amendment to Order Form (this “**Amendment**”), dated as of May 24, 2024 (the “**Amendment Date**”), modifies the Order Form executed by City of Villa Rica, Georgia (“**Customer**”) and Placer Labs, Inc. (“**Placer**”) on or about August 14, 2023 (together with any other prior amendments thereto, the “**Order Form**”). Unless otherwise defined, capitalized terms herein have the same meaning as in the Order Form. Placer and Customer agree to amend the Order Form as follows:

1. The Term of the Order Form will be renewed for 12 months starting August 14, 2024 (“**Renewal Date**”).
2. Starting on the Renewal Date, the Annual License Fee will increase by \$600 from \$12,000 to \$12,600.
3. Accordingly, Customer will receive an invoice on the Renewal Date.
4. In all other respects, the Order Form shall remain in full force and effect.

City of Villa Rica, Georgia
By:
Name:
Title:

Placer Labs, Inc.
By:
Name:
Title:



CITY OF VILLA RICA

City Council Meeting Agenda Item Cover Sheet

SUBJECT: Acceptance of the Safe Streets and Road for All (SS4A) Grant Award and to utilize the Foresite Group for Professional Services for Grant Agreement

AGENDA DATE: August 13, 2024

DATE PREPARED: July 31, 2024

PREPARED BY: Diana DeSanto

AMOUNT: \$89,400

GL ACCOUNT #: 100-1320-52-1200 \$9,400

20% Match up to \$80,000 will require an amendment

FUNDING SOURCE: General Fund / Capital Projects Fund

BUDGETED ITEM? No

PUBLIC HEARING: N/A

PURPOSE: To accept the Safe Streets and Road for All Grant Award from the GA Division Office of the Federal Highway Administration (FHWA). This Villa Rica Transportation Safety Action Plan will be used by the City to develop a comprehensive action plan. The grant award acceptance will require the commitment of a 20% match component. This acceptance also includes the request to utilize the Foresite Group for professional services in the execution of the grant agreement between the City of Villa Rica and the Federal Highway Administration.

BACKGROUND: The Bipartisan Infrastructure Law (BIL) established the Safe Streets and Roads for All (SS4A) discretionary program with \$5 billion in appropriated funds over 5 years, 2022-2026. The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway deaths and serious injuries. The City of Villa Rica was awarded \$400,000 for the FY23 December (Round 2) Planning & Demonstration Grant Award. Once the grant agreement is executed and the Villa Rica Transportation Safety Action Plan is complete, the City can use this project list to apply for additional federal fund through the SS4A Implementation Grant Program.

STAFF RECOMMENDATION: To accept the Safe Streets and Road for All Grant Award from the GA Division Office of the Federal Highway Administration (FHWA) and utilize the Foresite Group for professional services in the execution of the grant agreement between the City of Villa Rica and the Federal Highway Administration.

IMPACT: N/A

MOTION: I move we accept the Safe Streets and Road for All Grant Award from the GA Division Office of the Federal Highway Administration (FHWA) and utilize the Foresite Group for professional services in the execution of the grant agreement.



3740 Davinci Court, Suite 100
Peachtree Corners, Georgia 30092
☎ | 770.368.1399
📠 | 770.368.1944
🌐 | www.fg-inc.net

July 25, 2024

VIA EMAIL

Ms. Diana DeSanto
Deputy City Manager
City of Villa Rica
571 W Bankhead Hwy
Villa Rica, GA 30180
ddesanto@villarica.gov

**RE: Letter Agreement for Professional Services:
Safe Streets for All (SS4A) Grant Agreement Negotiation and Execution**

Dear Mr. Barber:

Foresite Group, Inc. ("Foresite Group") is pleased to submit this Letter Agreement ("Letter Agreement") to the City of Villa Rica ("Client") for providing professional services to the above referenced project. This Letter Agreement details the scope of services and fees.

TASK DESCRIPTION	FEE
Execution of a Grant Agreement between the City of Villa Rica and the Federal Highway Administration (FHWA) Foresite team will work with a Point of Contact (POC) at the city to acquire a copy of the approved grant application. Foresite team will use the grant as a basis for a scope of work for a grant agreement with FHWA. Foresite team will work with FHWA to acquire the latest format and structure for FY 2023 SS4A grantees. Foresite team will develop a costing model for the project to include items such as direct labor and indirect labor for the study, funds to be used by the City for administration of the grant, and funding cost share between the City and FHWA. Foresite team will provide to FHWA a draft grant agreement for their review and concurrence. Foresite team will address any comments from the FHWA Georgia Division Office on behalf of the city. We will set up any meetings or discussions needed to work through the proposed scope and budget items. (Normally this involves some back and forth to make sure the agreement contains all the important details. After all those details are in the document and FHWA's review is complete, the grant agreement will be forwarded to the city for signature. Once the City and FHWA have both signed the agreement, the grant agreement is considered executed. An executed grant agreement means that the city may begin to procure for services via a Request for Proposals for the underlying study to be completed.	\$9,400
Total	\$9,400

Letter Agreement: Safe Streets for All (SS4A) Grant Agreement Negotiation and Execution
July 25, 2024

Tasks not mentioned above are not included within the scope of work and will be considered an additional service.

An amount will be added to each invoice to cover certain other office expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, and postage at 3.00% of labor.

All direct reimbursable expenses such as express mail, air travel, out-of-town mileage, reproduction of project drawings, and other direct expenses will be billed at 1.10 times cost.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed, and expenses incurred as of the billing period. Payment will be due within 28 calendar days of the date of the invoice. Payments shall be made electronically or sent to Foresite Group, Inc., 5185 Peachtree Pkwy Ste 240, Norcross GA 30092.

If you agree to the terms of this Letter Agreement and the Standard Terms and Conditions attached hereto, and incorporated herein, as if set forth in length, please have an individual authorized to represent you sign two copies of this agreement in the spaces below and initial each page of the attached Standard Terms and Conditions. Retain one copy for your records and return the other to our office.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact us if you have any questions or comments.

Sincerely,
FORESITE GROUP, INC.

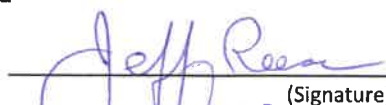

Bill Sloan
Vice President of Operations

By:

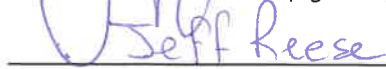
Date: July 25, 2024

Client:
City of Villa Rica

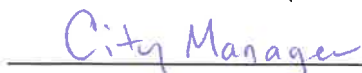
By:


(Signature)

Name:


(Printed Name)

Title:



Date:



Letter Agreement: Safe Streets for All (SS4A) Grant Agreement Negotiation and Execution
July 25, 2024

ALL INVOICES SHALL BE SENT TO THE
FOLLOWING ADDRESS:

Villa Rica City Hall
571 W. Bankhead Hwy
Villa Rica, GA 30180
Attn: Diana DeSanto

ALL PAYMENTS SHALL BE SENT VIA EFT
OR TO THE FOLLOWING ADDRESS:

Foresite Group, Inc.
5185 Peachtree Parkway, Suite 240
Norcross, Georgia 30092

Safe Streets and Roads for All (SS4A) Program Facts



The U.S. Department of Transportation (USDOT) **Safe Streets and Roads for All (SS4A)** program provides grants to local, regional, and Tribal communities for implementation, planning, and demonstration activities as part of a systematic approach to prevent deaths and serious injuries on the nation's roadways.

This roadway safety program was created by the **Bipartisan Infrastructure Law** and provides \$5 billion over 5 years. The funding helps communities address the preventable crisis of deaths on our nation's roads, streets, and highways through safer people, roads, and vehicles; appropriate vehicle speeds; and improved post-crash care.

The SS4A program funds two types of grants:

- **Planning and Demonstration Grants** for Comprehensive Safety Action Plans, including supplemental safety planning and demonstration activities to inform an Action Plan.
- **Implementation Grants** to implement strategies or projects identified in an existing Action Plan.

SS4A is exclusively designed to help local communities. There are three remaining funding rounds, including the round currently open in 2024.

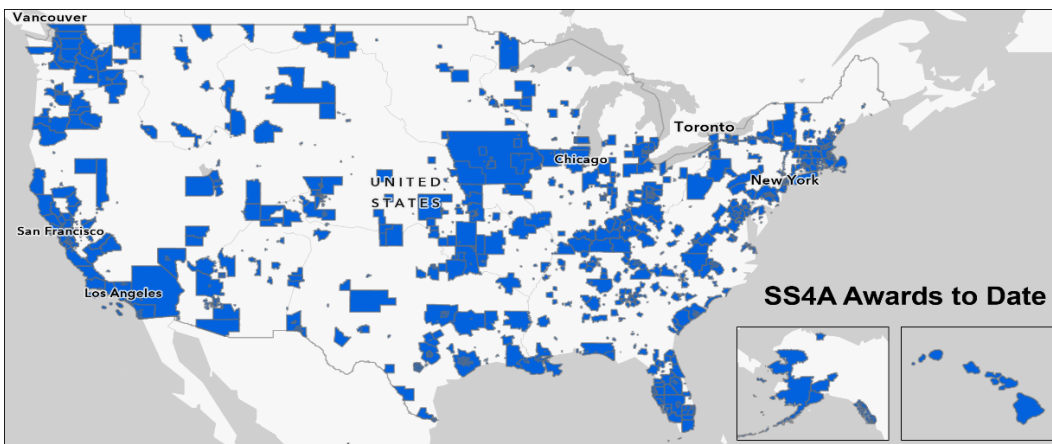
For more information, use the QR code above or visit the [SS4A website](https://www.transportation.gov/grants/SS4A).

SS4A grants are already making an impact nationwide

- In the first two years of funding, USDOT awarded **\$1.7 billion** to over **1,000 communities** across **all 50 states and Puerto Rico**.
- Awarded communities comprise about **70% of the nation's population**.
- SS4A funds to improve roadway safety planning have been awarded to localities that make up 61% of all roadway fatalities.
- Projects and activities will significantly **improve safety for all people using the road** in those communities, including drivers, passengers, pedestrians, bicyclists, people using transit, and people with disabilities.

Awards reach communities of all different sizes and safety needs:

- **Rural communities** comprise around half of all grant award recipients to date.
- 465 communities (41% of award recipients) have **populations under 50,000**.
- 382 award recipients (75%) in the first year were **new direct Federal funding recipients to USDOT**.
- Over half of funds will **benefit underserved communities**, providing equitable investment to places that need funding the most.



SS4A amplifies our impact by working across government and with external partners

The SS4A program collaborates within USDOT, and with outside organizations that are committed to roadway safety, to disseminate program information and build capacity to help communities apply for grants and successfully implement grant activities.

- Coordinated technical assistance and promotion efforts focus on advancing roadway safety in rural areas, Tribal communities, and places in the Thriving Communities network. **In the past 2 years, USDOT staff directly reached communities in every state.**
- USDOT works with **trusted non-governmental organizations and partners** that understand communities' roadway safety challenges and needs. These partners include organizations such as the Local Infrastructure Hub, National League of Cities, National Association of County Engineers, League of American Bicyclists, Vision Zero Network, Rural Partners Network, Urban Sustainability Directors Network, and Emergency Medical Services groups, and events like the National Transportation in Indian Country Conference.

SS4A helps applicants compete for funding based on merits, not technical capacity

Applying for Federal discretionary grants is new for some communities—many of which may not have a team of grant writers on their staff. The SS4A program works with applicants throughout the evaluation process to ensure that they have complete and accurate information and are not disqualified due to an administrative error during the submission process.

- In the second funding year (FY23), SS4A conducted **follow-up outreach to 85% of applicants (roughly 600 communities)** to provide opportunities to address missing application elements and program requirements. As a result, **almost no applicant was turned away** because of an incomplete application.
- For those who are unsuccessful, SS4A offers a detailed debrief to help applicants develop more successful applications in future rounds. SS4A conducted approximately **130 debrief interviews** in January and February of 2024.

SS4A award recipients receive extra support to ensure successful grant administration

After awards are made, the SS4A program continues to help communities be successful in developing, executing, and administering grant agreements.

- A streamlined grant process was developed to help finalize and sign grant agreements as quickly as possible, even for communities that have never received grant funding from USDOT. **Of the 511 award recipients** in the first round announced in February of 2022, **over 90% have executed grant agreements** in place and initial **funding amounts obligated**.
- A Technical Assistance Center was established to support grant recipients with training and technical assistance, including how to comply with Federal requirements and how to develop Comprehensive Safety Action Plans.
- A Community of Practice was created to help grant recipients learn from each other across the 1,000+ communities that have received awards to date.

The next funding opportunity is open now!

The fiscal year (FY) 2024 Notice of Funding Opportunity (NOFO) for Safe Streets and Roads for All grants opened in February 2024. The FY 2024 NOFO has multiple deadlines, depending on the grant type:

- **April 4, 2024**, 5 p.m. (EDT): Deadline #1 for Planning and Demonstration Grants.
- **May 16, 2024**, 5 p.m. (EDT): Deadline for Implementation Grants. Deadline #2 for Planning and Demonstration Grants.
- **August 29, 2024**, 5 p.m. (EDT): Deadline #3 for Planning and Demonstration Grants. NOFO closes.

