

CITY COUNCIL MEETING

Mike Davis, Mayor

Denis Shortal, District 1, Post 1 Terry Nall, At Large, Post 4
Adrian Bonser, District 2, Post 2 Lynn Deutsch, At Large, Post 5
Doug Thompson, District 3, Post 3 John Heneghan, At Large, Post 6

AGENDA

CITY OF DUNWOODY 41 PERIMETER CENTER EAST, SUITE 103 DUNWOODY, GA 30346 July 22, 2013 7:00 PM

- A. CALL TO ORDER
- B. ROLL CALL
- C. INVOCATION
- D. PLEDGE OF ALLEGIANCE
- E. MAYOR AND COUNCIL COMMENTS
- F. MINUTES
- G. APPROVAL OF MEETING AGENDA (add or remove items from agenda)
- H. PUBLIC COMMENT
- I. CONSENT AGENDA
 - 1. Approval of Minutes of July 8, 2013 City Council Work Session Meeting.
 - 2. Approval of Minutes of July 8, 2013 City Council Meeting.
 - 3. Approval of Contract Award to Trees Atlanta Agreement for Tree Plantings Within the City Parks. (Brent Walker)
 - 4. Approval of Project Agreement with the Georgia Department of Transportation for Perimeter Center Traffic System Upgrades. (Mindy Sanders)
 - 5. RESOLUTION: To Establish Print Fees for GIS Maps. (RESOLUTION 2013-XX-XX) (Steve Dush)
- J. ORGANIZATIONAL AND PROCEDURAL ITEMS
- K. REPORTS AND PRESENTATIONS

L. UNFINISHED BUSINESS

- 1. Approval of Contract Award for RFP 13-02 Public Safety Video Surveillance Project. (Chief Grogan)
- 2. SECOND READ: Ordinance to Amend Chapter 25, Section 25-32: Possession, Use, or Consumption of Alcoholic Beverages. (ORDINANCE 2013-XX-XX) (Warren Hutmacher)

M. NEW BUSINESS

- 1. RESOLUTION 90 Day Moratorium on Rezoning and Special Land Use Permit Applications. (RESOLUTION 2013-XX-XX) (Steve Dush)
- 2. Appointment of Member to Serve on the Dunwoody Audit Committee. (Mayor Davis)
- 3. RESOLUTION to Establish Fees for Life Safety Review and Inspection. (RESOLUTION 2013-XX-XX) (Warren Hutmacher)
- N. OTHER BUSINESS
- O. INITIATION OF TEXT AMENDMENTS (FOR CHAPTERS 16, 20, 27)
- P. PUBLIC COMMENT
- Q. MAYOR AND COUNCIL CLOSING COMMENTS
- R. EXECUTIVE SESSION
 - 1. For the purposes of legal, real estate, and personnel discussions.
- S. ADJOURNMENT

INVOCATION

"At this Council Meeting, help us to make decisions which keep us faithful to our mission and reflect our values. Give us strength to hold to our purpose; wisdom to guide us; and a keen perception to lead us. And above all, keep us charitable as we deliberate."

CITY OF DUNWOODY July 8, 2013 CITY COUNCIL WORK SESSION MINUTES

The Mayor and Council of the City of Dunwoody held a Work Session on July 8, 2013 at 6:00 PM. The meeting was held in the City of Dunwoody City Hall, 41 Perimeter Center East, Dunwoody, Georgia 30346. Present for the meeting were the following:

Voting Members: Michael Davis, Mayor

Lynn Deutsch, Council Member John Heneghan, Council Member Terry Nall, Council Member Denis Shortal, Council Member Doug Thompson, Council Member

Also Present: Warren Hutmacher, City Manager

Sharon Lowery, City Clerk

Cecil McLendon, Assistant City Attorney Lenny Felgin, Assistant City Attorney

Billy Grogan, Chief of Police

Steve Dush, Community Development Director

Michael Smith, Public Works Director Mindy Sanders, Capital Project Manager

Chris Pike, Finance Director

Kimberly Greer, Assistant to the City Manager

Lillie Read, Assistant to the City Clerk

A. <u>CALL TO ORDER</u>

Mayor Davis called the meeting to order.

B. ROLL CALL

Council Member Bonser was absent.

C. <u>INVOCATION</u>

Council Member Nall gave the Invocation.

D. PLEDGE OF ALLEGIANCE

Council Member Shortal led the Pledge of Allegiance.

E. MAYOR AND COUNCIL COMMENTS

There were no Mayor and Council comments.

F. PUBLIC COMMENT

There were no public comments.

G. CITY BUSINESS

1. Update on the CAD-to-CAD Interface Project. (Kimberly Greer)

Kimberly Greer presented and answered questions of Council.

2. Review of Regular Meeting Agenda.

Council reviewed the regular meeting agenda.

H. OTHER BUSINESS

There was no other business.

I. <u>INITIATION OF TEXT AMENDMENTS (FOR CHAPTERS 16, 20, 27)</u>

There was no initiation of text amendments.

J. PUBLIC COMMENT

There was no public comment.

K. MAYOR AND COUNCIL CLOSING COMMENTS

L. <u>EXECUTIVE SESSION</u>

1. For the Purposes of Legal, Real Estate, and Personnel Discussions.

No executive session was held.

M. <u>ADJOURNMENT</u>

Council Member Thompson moved to adjourn. Council Member Shortal seconded.

Passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Bonser).

CITY OF DUNWOODY July 8, 2013 CITY COUNCIL MEETING MINUTES

The Mayor and Council of the City of Dunwoody held a City Council Meeting on July 8, 2013 at 7:00 PM. The meeting was held in the City of Dunwoody City Hall, 41 Perimeter Center East, Dunwoody, Georgia 30346. Present for the meeting were the following:

Voting Members: Michael Davis, Mayor

Lynn Deutsch, Council Member John Heneghan, Council Member Terry Nall, Council Member Denis Shortal, Council Member Doug Thompson, Council Member

Also Present: Warren Hutmacher, City Manager

Sharon Lowery, City Clerk

Cecil McLendon, Assistant City Attorney Lenny Felgin, Assistant City Attorney

Billy Grogan, Chief of Police

Steve Dush, Community Development Director

Michael Smith, Public Works Director Mindy Sanders, Capital Project Manager

Chris Pike, Finance Director

Kimberly Greer, Assistant to the City Manager

Lillie Read, Assistant to the City Clerk

A. <u>CALL TO ORDER</u>

Mayor Davis called the meeting to order.

B. ROLL CALL

Council Member Bonser was absent.

C. <u>INVOCATION</u>

Council Member Nall gave the Invocation.

D. PLEDGE OF ALLEGIANCE

Council Member Shortal led the Pledge.

E. MAYOR AND COUNCIL COMMENTS

Council Member Thompson notified citizens that paving is occurring on Dunwoody Park Drive and that work on Project Renaissance is ongoing. He also indicated that benches and trash cans have been installed along the Brook Run Park Multi-Use Trail. He thanked all of the individuals who were involved with the 4th of July parade and especially Pam Talmadge and Penny Forman, who coordinated the volunteers.

Council Member Shortal echoed Council Member Thompson's comments on the parade. He reminded citizens that there is a Planning Commission meeting tomorrow night at

7:00 pm where the Zoning Code Rewrite will be discussed.

Council Member Heneghan announced that the Dunwoody Police Department will be holding a Citizens Police Academy beginning on 8/20/2013. He noted that there is a job announcement posted for a code enforcement officer.

Council Member Deutsch complemented everyone who participated in the 4th of July parade and thanked the sponsors, the Dunwoody Homeowners Association and the The Crier, as well as all other sponsors, for their sponsorship. She recognized Boy Scout Andrew Masico from Troop 477.

Council Member Nall echoed the other Council Members on their comments regarding the parade.

Mayor Davis reiterated his thanks and appreciation for the work done on the 4th of July parade.

Council Member Shortal welcomed four new nurses from Auburn University who were attending the meeting to observe the workings of government.

F. MINUTES

The minutes were approved under the consent agenda.

G. APPROVAL OF MEETING AGENDA (add or remove items from agenda)

Council Member Shortal moved to approve the meeting agenda as presented. Council Member Deutsch seconded.

Passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Bonser).

H. PUBLIC COMMENT

Gerri Penn – thanked Council for putting discussion of tornado sirens on the meeting agenda.

Stacy Harris – spoke as President of the Dunwoody Homeowners Association to thank the City for their support of the parade.

Robert Murphy – 2304 Azalea Garden Drive – spoke in appreciation of the paving of Dunwoody Park Drive. He commented on the behavior of elected officials and how they should be held to a higher standard of professionalism and courtesy regardless of any frustration created by the actions of their constituents, referencing an exchange of emails between an elected official and a citizen.

Jennifer Harper – spoke on behalf of the Perimeter Center Improvement District and thanked the City for sponsoring the \$1,000,000 grant the PCIDs is receiving from the Georgia Department of Transportation.

I. <u>CONSENT AGENDA</u>

1. Approval of Minutes of June 25, 2013 City Council Special Called Meeting – 6:00 pm.

2. Approval of Minutes of June 25, 2013 City Council Special Called Meeting – 7:00 pm.

Council Member Heneghan announced that he would be abstaining from voting on approval of the minutes as he was absent on June 25, 2013. He added that he provided the City Clerk with written notice of abstention prior to the meeting, per the City's Charter regulations.

Council Member Nall moved to approve the consent agenda. Council Member Shortal seconded.

Passed: For: 5; Against: 0; Abstain: 1; Absent: 1 (Bonser).

J. ORGANIZATIONAL AND PROCEDURAL ITEMS

There were no organizational or procedural items.

K. REPORTS AND PRESENTATIONS

1. <u>Update on Changes to Ambulance Service Provision in DeKalb County. (Chief O'Brien)</u>

Chief O'Brien presented and answered questions of Council. He noted that DeKalb County responded to 2,093 calls in Dunwoody in 2012. He then spoke about the outsourcing of ambulance services to American Medical Response out of Stone Mountain, which will begin on August 1, 2013. The contract requires an average call time of 8.59 minutes or less on 90% of calls, which meets the minimum NFPA recommendations.

2. Presentation of the 2012 Comprehensive Annual Financial Report. (Chris Pike)

Chris Pike and James Vince from Mauldin and Jenkins, the City's independent auditor, presented the 2012 Comprehensive Annual Financial Report to Council. Mauldin and Jenkins issued a clean opinion for the year ending December 31, 2012 and noted that the City's general fund is well situated.

L. UNFINISHED BUSINESS

 PUBLIC HEARING - RZ 13-051: Pursuant to the City of Dunwoody Zoning Ordinance, Applicant, HDP Acquisitions, LLC c/o Hotel Development Partners, LLC, Seeks Permission to Rezone Property Currently Zoned Office-Commercial-Residential Conditional (OCRc) to Office-Commercial-Residential Conditional (OCRc) to Allow For a Change of Previous Conditions.

Open Public Hearing

Mayor Davis opened the public hearing.

- Presentation by Community Development

Steve Dush presented and answered questions of Council. He noted that the Community Council and the Planning Commission recommend approval, as does staff.

Den Webb presented on behalf of the applicant, HDC Acquisitions, LLC. The

application is to allow for a change of previous conditions that would include an eight (8) story hotel, a one (1) story restaurant, two (2) one (1) story retail structures, and a one (1) story retail building.

Public Comments Open

Mayor Davis opened public comments.

Stacey Harris spoke in favor of the application.

None spoke against.

- Public Comments Closed

Mayor Davis closed public comments.

- Close Public Hearing

Mayor Davis closed the public hearing.

- 2. PUBLIC HEARING SLUP 13-051: Pursuant to the City of Dunwoody Zoning Ordinance, Applicant, HDP Acquisitions, LLC c/o Hotel Development Partners, LLC, Seeks a Special Land Use Permit For a Change in the Maximum Allowable Building Height of Two-Stories to Eight-Stories.
 - Open Public Hearing

Mayor Davis opened the public hearing.

- Presentation by Community Development

Steve Dush presented and answered questions of Council. He noted that the Community Council and the Planning Commission recommend approval, as does staff. Den Webb presented on behalf of the applicant, HDP Acquisitions, LLC. The application is to increase the maximum allowable building height from two-stories to eight-stories in an OCR district.

- Public Comments Open

Mayor Davis opened public comments.

Stacey Harris spoke in favor of the application.

None spoke against.

Public Comments Closed

Mayor Davis closed public comments.

- Close Public Hearing

Mayor Davis closed the public hearing.

3. SECOND READ: RZ 13-051: Pursuant to the City of Dunwoody Zoning Ordinance, Applicant, HDP Acquisitions, LLC c/o Hotel Development Partners, LLC, Seeks Permission to Rezone Property Currently Zoned Office-Commercial-Residential Conditional (OCRc) to Office-Commercial-Residential Conditional (OCRc) to Allow For a Change of Previous Conditions. (ORDINANCE 2013-07-XX) (Steve Dush)

Council Member Shortal moved to approve the rezoning application with the inclusion of the 23 additional conditions noted in the staff memo. Council member Deutsch seconded.

Council Member Deutsch offered an amendment to include a condition for requiring 360 degree architecture design in the plans. Council Member Heneghan seconded.

The amendment was voted and passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Bonser).

The main motion as amended was voted and passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Bonser).

4. SECOND READ: SLUP 13-051: Pursuant to the City of Dunwoody Zoning Ordinance, Applicant, HDP Acquisitions, LLC c/o Hotel Development Partners, LLC, Seeks a Special Land Use Permit For a Change in the Maximum Allowable Building Height of Two-Stories to Eight-Stories. (Ordinance 2013-07-XX) (Steve Dush)

Council Member Nall moved to approve the SLUP application with the updated conditions noted in the staff memo. Council Member Deutsch seconded.

Passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Bonser).

M. NEW BUSINESS

1. Discussion of Emergency Notification Sirens. (Kimberly Greer)

Kimberly Greer presented and answered questions of Council. She noted that the estimated cost to install 7 sirens around the City would be between \$200,000 and \$300,000. Staff is continuing to seek grants for this item but has not yet been successful.

Council Member Heneghan asked Kimberly to return in August with additional research on this topic, including information about other types of warning sirens, such as those used in ball parks or other open recreational areas.

2. <u>Discussion of Trees Atlanta Agreement for Tree Plantings Within the City Parks.</u> (Brent Walker)

Michael Smith presented and answered questions of Council. The agreement in question would be for 300 trees, including assistance with site and species selection, at a cost of \$60,000. Bids were requested from 7 qualified vendors, with only Trees Atlanta submitting a proposal.

3. <u>Discussion of Mount Vernon Road and Vermack Road Intersection Improvement.</u> (Mindy Sanders)

Alex Stone, of Mulkey Engineers, presented and answered questions of Council. Three different design options were presented to Council. Option 1a would have a cost of \$1,045,000; option 1b would have a cost of \$945,000; and option 2 would have a cost of \$1,175,000. Council indicated that they supported Staff's recommendation of option 2.

4. <u>Discussion of Project Agreement with the Georgia Department of Transportation for</u> Perimeter Center Traffic System Upgrades. (Mindy Sanders)

Mindy Sanders presented and answered questions of Council. The agreement is with the PCIDs to sponsor a \$1,000,000 grant with GDOT for transportation operation improvements. There would be no cost to the City and the funds would be administered by the PCIDs.

5. Discussion of Resolution to Establish Print Fees for GIS Maps. (Steve Dush)

Steve Dush presented and answered questions of Council. Staff had researched what other municipalities charge for print fees for GIS maps. Staff's suggestion is to establish a \$30 charge for printing large scale (24x36) GIS maps.

6. <u>Discussion of Transmittal to Georgia Department of Community Affairs for Codification of City Code Chapter 8, Buildings and Building Regulations. (Steve Dush)</u>

Steve Dush presented and answered questions of Council. This proposal would increase the building standards for any buildings over three stories. The changes will be sent to the GDCA for recommendations, and will then be brought back to Council.

7. <u>Discussion of Contract Award for RFP 13-02 Public Safety Video Surveillance Project.</u> (Chief Grogan)

Chief Grogan presented and answered questions of Council. The RFP was issued on May 8, 2013 and four proposals were received. One proposal was later withdrawn by the submitting company. Iron Sky was chosen as the winning bid with a cost of \$135,750, which will require a \$22,750 budget amendment for additional funds.

Council Member Deutsch asked to see the information from the losing bidders and requested that this item not be placed on consent for the next meeting.

8. <u>Discussion of Revised Intergovernmental Agreement with DeKalb County for the Provision of Election Services. (Sharon Lowery)</u>

Sharon Lowery presented and answered questions of Council. She indicated that this is the same IGA that was presented to all municipalities within DeKalb County. The County manages all elections for municipalities within its borders.

9. <u>FIRST READ: Ordinance to Amend Chapter 25, Section 25-32. (ORDINANCE 2013-XX-XX)</u> (Warren Hutmacher)

Warren Hutmacher presented and answered questions of Council. He noted that the amendment would only be to allow alcohol to be brought onto the premises of recreational facilities at events either sponsored or co-sponsored by the City.

N. OTHER BUSINESS

There was no other business.

O. <u>INITIATION OF TEXT AMENDMENTS (FOR CHAPTERS 16, 20, 27)</u>

There was no initiation of text amendments.

P. <u>PUBLIC COMMENT</u>

There was no public comment.

Q. MAYOR AND COUNCIL CLOSING COMMENTS

There were no closing comments.

R. <u>EXECUTIVE SESSION</u>

1. For the purposes of legal, real estate, and personnel discussions.

No executive session was held.

S. <u>ADJOURNMENT</u>

Council Member Thompson moved to adjourn. Council Member Shortal seconded.

Passed: For: 6; Against: 0; Abstain: 0; Absent: 1 (Bonser).



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<u>MEMORANDUM</u>

To: Mayor and City Council

From: Brent Walker, Parks and Recreation Manager

Date: July 22, 2013

Subject: Approval of Contract Award to Trees Atlanta for Replacing Trees

Within the City Parks

ITEM DESCRIPTION

Staff has solicited quotes from seven vendors for tree planting and maintenance within the city parks. Trees Atlanta is the lowest responsive bidder.

BACKGROUND

During the construction of Brook Run Trail Phase I several trees were removed. As part of the City's desire to continue to provide quality recreational amenities and be good stewards to our environment, we have decided to replant 300 trees within the City Parks per our No Net Loss of Trees Policy. This number exceeds the number of trees that were removed during trail construction

Founded in 1985, Trees Atlanta works to address Atlanta's tree loss, protect its forests, and create new green space. Empowered by its wonderful community of volunteers, Trees Atlanta serves the metro Atlanta area, and has grown to become one of Atlanta's most widely known and supported non-profit organizations. As part of their contracted price of \$60,000 with the City, Trees Atlanta will provide:

- 300 15 gallon trees
- Project Management
- Collaborative design and species selection with the City
- Tree selection, purchase, & delivery
- Volunteer management and coordination for installation
- All tools, trucks, gloves and mulch needed for planting
- Warranty (2 year)
- Two years maintenance including watering, annual mulching, and pruning.

RECOMMENDATION

Staff recommends approving the contract with Trees Atlanta and authorizing the Mayor and City Manager to execute all documents.

Trees Atlanta Quote for Services to the City Of Dunwoody

Trees Atlanta will plant 300 trees in partnership with the City of Dunwoody, through our NeighborWoods volunteer tree planting program, in Brook Run Park. The volunteer goal is 300. The potential dates for the project are September 28, October 5 or October 19 and will be confirmed with City of Dunwoody.

City of Dunwoody will provide base maps, volunteers, project date, and water. Cad file is preferable for a base map, but a jpeg or Arc view file would suffice.

Pricing:

300 NeighborWoods Trees (15 gallon)- \$200 per tree Pricing includes:

- Project Management
- Collaborative design and species selection with the City
- Tree selection, purchase, & delivery
- Volunteer management and coordination for installation
- All tools, trucks, gloves and mulch needed for planting
- Warranty (2 year)
- Two years maintenance including watering, annual mulching, and pruning.
 - o Year 1 will include 20 waterings May- September
 - o Year 2 will include 10 waterings May- September

Total Cost \$60,000 (25% due upon design completion and the final 75% due after planting)



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<u>MEMORANDUM</u>

To: Mayor and City Council

From: Mindy Sanders, Capital Projects Manager

Date: July 22, 2013

Subject: Approval of Project Agreement with GDOT for Perimeter

Center Traffic System Upgrades

ITEM DESCRIPTION

Approval of Project Agreement with the Georgia Department of Transportation for Perimeter Center Traffic System Upgrades

BACKGROUND

The Perimeter Community Improvement District (PCID) has been awarded \$1.0 Million grant from Atlanta Regional Commission (ARC) funds to benefit its Perimeter Traffic Operations Program (PTOP). The funds will be used to provide Advanced Traffic Management System (ATMS) upgrades throughout PCID. Projects under consideration include a local Transportation Communications Center (TCC), equipment upgrades, additional cameras, conversion of video detection to loop detection, technology for travel time reporting and infrastructure for a circulator shuttle.

This program will be managed by Georgia Department of Transportation (GDOT). The City of Dunwoody has been asked to sponsor this award and has received a Project Framework Agreement (PFA) between the City and GDOT. This sponsorship does not include a monetary commitment from the City.

RECOMMENDED ACTION

Staff recommends approval of the agreement with GDOT in order to receive the funding.

AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

DEKALB COUNTY

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this day of
, 20, by and between the DEPARTMENT OF TRANSPORTATION,
an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the
CITY OF DUNWOODY, acting by and through its Mayor and City Council, hereinafter
called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment "A", attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the DEPARTMENT has provided an estimated cost to the LOCAL GOVERNMENT for its participation in certain activities of the PROJECT; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the certification for the LOCAL GOVERNMENT to develop federal project(s) within the scope of its certification using the DEPARTMENT'S Local Administered Project Manual procedures. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities,

hereinafter referred to as "PE", all reimbursable utility relocations, all non-reimbursable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment "A", affixed hereto and incorporated herein by reference. In addition, the September 17, 2010 Planning Office memorandum titled "Preliminary Engineering Oversight for Project Managers/Project Delivery Staff", outlines the five (5) conditions when the LOCAL GOVERNMENT will be requested to fund the PE oversight activities at 100%, and is enclosed as Attachment "C" and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.

- 2. The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE, right of way acquisitions, reimbursable utility relocations, railroad costs, or construction (specified in Attachment "A") affixed hereto and incorporated herein by reference, and none of the five (5) conditions apply from the Planning Office memorandum dated September 17, 2010 (specified in Attachment "C").
- 3. The DEPARTMENT shall provide a PE Oversight Estimate to the LOCAL GOVERNMENT, if appropriate, appended as Attachment "D" and incorporated by reference as if fully set out herein. The LOCAL GOVERNMENT will be responsible for

providing payment, which represents 100% of the DEPARTMENT's PE Oversight Estimate at the time of the Project Framework Agreement execution.

If at any time the PE Oversight funds are depleted within \$5,000 of the remaining PE Oversight balance and project activities and tasks are still outstanding, the LOCAL GOVERNMENT shall, upon request, make additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and using the same estimate methodology as provided in Attachment "D". If there is an unused balance after completion of all tasks and phases of the project, then pending a final audit, the remainder will be refunded to the sponsor.

4. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the PE. The Right of Way and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to other activities when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or

cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

- 5. In accordance with Georgia Code 32-2-2, the LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks and the grass strip between the curb and sidewalk within the PROJECT limits. The LOCAL GOVERNMENT shall also be responsible for the continual maintenance and operation of all lighting systems installed to illuminate any roundabouts constructed as part of this PROJECT. Furthermore, the LOCAL GOVERNMENT shall also be responsible for the maintaining of all landscaping installed as part of any roundabout constructed as part of this PROJECT.
- 6. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment "B" and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for right of way or construction phases, as applicable.

- 7. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.
- 8. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. The LOCAL GOVERNMENT's responsibility for PE activities shall include, but is not limited to the following items:

- a. Prepare the PROJECT Concept Report and Design Data Book in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 8b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept may be updated or modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations, Public Interest Determination (PID) for utilities, utility/railroad conflicts, or right of way considerations.
- b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM) peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.
- c. Prepare environmental studies, documentation reports and complete Environmental Document for the PROJECT along with all environmental re-

evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies required. The completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a reevaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than 6 months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings include, but are not limited to, concept, field plan reviews and value engineering studies.

- d. Prepare all PROJECT public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.
- e. Perform all surveys, mapping, soil investigations and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.

- f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction related mitigation must be obtained and completed 3 months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.
- g. Prepare the stormwater drainage design for the PROJECT and any required hydraulic studies for FEMA Floodways within the PROJECT limits. Acquire of all necessary permits associated with the Hydrology Study or drainage design.
- h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with

the project. If it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.

- i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. All drafting and design work performed on the project shall be done utilizing Microstation V8i and InRoads software respectively using the DEPARTMENT's Electronic Data Guidelines. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.
- j. Prepare PROJECT cost estimates for construction, Right of Way and Utility/railroad relocation at the following project stages: Concept, Preliminary Field Plan Review, Right of Way plan approval (Right of Way cost only), Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates shall also be updated annually if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.

- k. Provide certification, by a Georgia Registered Professional Engineer, that the Design and Construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.
- I. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System.
- m. Provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.
- 9. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of design services and in accordance with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.

- 10. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.
- 11. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.
- 12. The LOCAL GOVERNMENT unless otherwise noted in Attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The utility costs shall include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' exisiting and proposed facilities are shown on the plans with no conflicts 3 months prior

to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for the costs of any additional reimbursable utility/railroad conflicts that arise during construction.

- 13. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.
- 14. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is \$10 million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL GOVERNMENT shall provide responses to the study recommendations indicating whether they will be implemented or not. If not, a valid response for not implementing

shall be provided. Total project costs include PE, right of way, and construction, reimbursable utility/railroad costs.

The LOCAL GOVERNMENT, unless shown otherwise on Attachment "A", shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT

shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, 3 months prior to advertising the PROJECT for bids.

- 16. The DEPARTMENT unless otherwise shown in Attachment "A" shall be responsible for Letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility/railroad companies and securing and awarding the construction contract for the PROJECT when the following items have been completed and submitted by the LOCAL GOVERNMENT:
 - Submittal of acceptable PROJECT PE activity deliverables noted in this Agreement.
 - b. Certification that all needed rights of way have been obtained and cleared of obstructions.
 - c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.
 - d. Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements stated in Chapters 10, 11, 12 and 13 of the DEPARTMENT"s Local Administered Project Manual. The LOCAL GOVERNMENT

#I.4.

shall be responsible for providing qualified construction oversight with their personnel or by employing a Consultant firm prequalified in Area Class 8.01 to perform construction oversight. The LOCAL GOVERNMENT shall be responsible for employing a GDOT prequalified consultant in area classes 6.04a and 6.04b for all materials testing on the PROJECT, with the exception of field concrete testing. All materials testing, including field concrete testing shall be performed by GDOT certified technicians who are certified for the specific testing they are performing on the PROJECT. The testing firm(s) and the individual technicians must be submitted for approval prior to Construction.

17. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.

18. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

- 19. The LOCAL GOVERNMENT shall be responsible for the professional quality. technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.
- 20. The DEPARTMENT shall be furnished with a copy of all contracts and agreements between the LOCAL GOVERNMENT and any other agency or contractor associated with construction activities. The DEPARTMENT's Project Manager shall be the primary point of contact unless otherwise specified.
- 21. The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent

activities to develop critical path elements. An electronic project schedule shall be submitted to the Project Manager after execution of this agreement.

This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

DEPARTMENT OF TRANSPORTATION	LOCAL GOVERNMENT NAME
BY: Commissioner	Mike Davis Mayor
ATTEST:	Signed, sealed and delivered this, day of, 20, in the presence of:
Treasurer	Witness
	Notary Public
	This Agreement approved by Local Government, theday of, 20
	Attest
	Sharon Lowery, City Clerk
	FEIN: <u>26-3687535</u>

Attachment "A" Funding Sources and Distribution

Project No.: 0012631 Sponsor:Dunwoody/P'meter CID

Attach "Project Manager" Project Charging Form for Approval

_ 			Prelimina	ry Engineering - Phase	l ¹		GDOT (Oversight for PE (Pl	hase I)²	Preliminary Enginee (Phase	_
minary ing Phas		Percentage	PE Amount	Maximum PE Participation Amount (\$)	Participant	PE Activity Sponsor	Percentage	Amount	Participant	Percentage	Amount
= =	1	#DIV/0!	\$0.00	\$0.00	Federal		#DIV/0!	\$0.00	Federal	#DIV/0!	\$0.00
Pre	2	#DIV/0!	\$0.00	\$0.00	State	Local	#DIV/0!	\$0.00	State	#DIV/0!	\$0.00
<u>.</u>	3	#DIV/0!		N/A	Local	Government	0%	\$0.00	Local	#DIV/0!	\$0.00
En	4	#DIV/0!	\$0.00	\$0.00	Other		#DIV/0!	\$0.00	Other	#DIV/0!	\$0.00
	Total	#DIV/0!	\$0.00				#DIV/0!	\$0.00		#DIV/0!	\$0.00

=		Right of Way - Phase II ³							
'ay Phase		Percentage	ROW Amount	Maximum ROW Participation Amount (\$)	Participant	Acquisition By:	Acquisition Fund By:		
Ma	1	#DIV/0!	\$0.00	\$0.00	Federal				
of \	2	#DIV/0!	\$0.00	\$0.00	State	Local	Local		
	3	#DIV/0!	\$0.00	N/A	Local	Government	Government		
Right	4	#DIV/0!	\$0.00	\$0.00	Other				
~	Total	#DIV/0!	\$0.00						

	Utility Relocatio	n - Phase IV
Phase IV	Utility Funding By:	Railroad Funding By:
Utility Pl	Local Government	Local Government
	100%	100%

-38-	≡		Construction - Phase III ³					
	Construction Phase		Percentage	CST Amount	Maximum CST Participation Amount (\$)	Participant	Letting By:	
- 1	걸	1	80%	\$800,000.00	\$0.00	Federal		
- 1	其	2	0%	\$0.00	\$0.00	State	Local Govt	
- 1	Si	3	20%	\$200,000.00	N/A	Local	Local Govt	
- 1	ပိ	4	0%	\$0.00	\$0.00	Other		
- 1		Total	100%	\$1,000,000.00				

Cons	100%	100%
tructi	Local Government	Local Government
Construction Oversight Phases V & VI	Testing (Phase V) Funding By:	Inspection (Phase VI) Funding By:
sight	GDOT Oversight for	· CST (Phase III) ²

			Grand Total - All Phases I through III						
of Phases I ugh III		Percentage	TOTAL Amount	Maximum Participation Amount (\$)	Participant				
of F	1	80%	\$800,000.00	\$800,000.00	Federal				
9 5	2	0%	\$0.00	\$0.00	State				
m T	3	20%	\$200,000.00	N/A	Local				
돌	4	0%	\$0.00	\$0.00	Other				
S									
	Total	100%	\$1,000,000.00						

 ${\it NOTE: Separate GDOT P.O.s will be established for each funding phase.}$

¹The maximum allowable GDOT participating amounts for PE phase are shown above. The local government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.

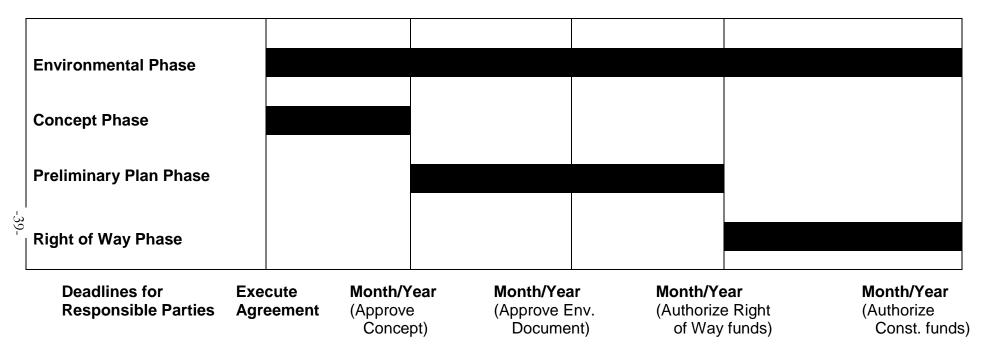
²GDOT Oversight for PE (Phase I) is detailed in Attachment "D".

³ Right-of-Way and Construction amounts shown are for budget planning purposes only.

ATTACHMENT "B" Project Timeline

PI # 0012631 – City of Dunwoody

Proposed Project Timeline



Annual Reporting Requirements

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

D.O.T. 66

DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

INTERDEPARTMENTAL CORRESPONDENCE

FILE

OFFICE

Planning

DATE

September 17, 2010

FROM

TO

Todd I. Long, PE, PTOE, Director of Planning

Gerald M. Ross, PE, Chief Engineer/Deputy Commissioner

SUBJECT

Preliminary Engineering Oversight for Project Managers/Project Delivery Staff

Alexander, State Transportation Planning Administrator

Note: This memo supersedes the previous PE Oversight Memo, dated August 17, 2010. PE Oversight funding for Safe Route to School (SRTS) projects are eligible for PE Oversight funds, paid for with funding from the SRTS program. No other changes were made to the memo.

As you are aware, the Department is unable to continue funding PE oversight with 100% motor fuel funds due to the decline in motor fuel revenues. As a result, the Department needs an established procedure detailing the circumstances under which the Department will fund PE oversight with federal-aid funds (matched with state motor fuel funds) and when the Department will request that the local government/project sponsor fund the Department's expenses associated with PE oversight. The PE Oversight funds will be used to fund staff man-hours and any other associated expenses incurred by any GDOT employee working on the project. Please note that the process detailed below applies equally to routes both on and off the state highway system.

GDOT Funds PE Oversight with Federal-Aid:

The Department will fund PE oversight with federal-aid funds (and matching motor fuel funds), only if a subsequent project phase (ROW, UTL, CST) is programmed within the first 4 active years of the currently approved TIP/STIP. The source of federal-aid funds to be used for the PE oversight activities is as follows:

- 1) Projects on the National Highway System will use NHS funds (L050) to finance GDOT's PE oversight expenses
- 2) Projects not on the National Highway System but eligible for Surface Transportation Program (STP) funds, will follow one of the scenarios below:
 - a) Projects in urban areas between 5,000 and 199,999 in population will use L200 funds (with MPO approval, if applicable)
 - b) Projects in urban areas with a population greater than 200,000 will use L230 funds (with MPO approval)
 - c) Projects in rural areas with a population less than 5,000 will use L250 funds
 - d) The Department may, at the joint discretion of the Chief Engineer and Director of Planning, apply L240 funds to any federal-aid eligible project

- 3) Projects which have received an earmark in federal legislation, will use a portion of the earmark funding for GDOT's PE oversight expenses, pending MPO approval if applicable. (Note: earmark funded projects could receive PE oversight funding regardless of the funding being programmed within the first 4 active years of a currently approved TIP/STIP).
- 4) Projects funded with Safe Route to School (SRTS) funds will use SRTS funds to finance GDOT's PE oversight expenses, regardless of whether or not a subsequent phase of the project appears in the STIP/TIP.

GDOT Requests Local Government/Project Sponsor to Fund PE Oversight:

The Department will request that the local government fund PE oversight with 100% local funds under the following conditions:

- A subsequent phase of the project is not programmed within the first 4 active years of the Currently approved TIP/STIP
- The MPO has elected to not approve the use of L200 or L230 funds for GDOT's PE oversight expenses
- 3) The project is funded with CMAQ funds
- 4) The project is funded with an earmark identified in federal legislation and the local government/entity which secured the earmark (or MPO, if applicable) declines to allow GDOT to use a portion of the earmark for PE oversight expenses
- 5) The project is currently funded entirely with local funds; however, the local government intends to secure federal funding at a future date

Once the PE oversight process is implemented, it will be the responsibility of the GDOT Project Manager to work with the GDOT Office of Financial Management to establish an appropriate amount of federal-aid funded PE oversight funding, or work with the local government to secure locally sourced PE oversight funds.

If you approve of this process, please sign below. Once an acceptable process is developed and approved by both the Chief Engineer and Director of Planning, we will provide the finalized process to the Office of Program Control for distribution to the GDOT Project Managers and incorporation into future Project Framework Agreements. If you have any questions, please contact Matthew Fowler at 404-631-1777.

Approved:

Todd I. Long, PE, PTOE, Director of Planning

Date

Approved:

Gerald M. Ross, PE, Chief Engineer/Deputy Commissioner

Date

ATA:MF

ATTACHMENT "D" GDOT Oversight Estimate for Locally Administered Project

Tuesday, June 25, 2013 10:02 AM

PI Number	0012631	Project Number			
County	DeKalb	Project Length Miles			
Project Manager	Burney, Cynthia	Project Cost \$1.000.000.00			
Project Type	Reconstruction/Rehabil	itation			
Project Description	Perimeter Activity Cent	er – ITS Upgrades & System Expansion			
Expected Life of Project 1.00 Years					

Project Phase	Oversight Hours	Oversight Cost
1. Project Initiation	0	\$ 0.00
2. Concept Development	0	\$ 0.00
3. Database Preparation*	0	\$ 0.00
4. Preliminary Design	0	\$ 0.00
5. Environmental	0	\$ 0.00
6. Final Design	0	\$ 0.00
Travel Expenses		\$ -
Total Oversight Estimate	0	\$ 0.00
Percentage of Project Cost	.00%	

C:\Documents and Settings\vgavalas\My Documents\Oversight Estimate 0012631.dox

GDOT Oversight Estimate for Consultant and Locally Administered Projects - Version 2.01 - September 2011

ATTACHMENT "E" GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity:	
Contract No. and Name:	
By executing this affidavit, the undersigned person or e stating affirmatively that the individual, firm, or entity Transportation has registered with, is authorized to p authorization program commonly known as E-Verify, or a the applicable provisions and deadlines established in O.C.	which is contracting with the Georgia Department of articipate in, and is participating in the federal work any subsequent replacement program, in accordance with
The undersigned person or entity further agrees that it will throughout the contract period, and it will contract for the contract only with subcontractors who present an affida O.C.GA. § 13-10-91(b).	e physical performance of services in satisfaction of such
The undersigned person or entity further agrees to maintain such verification to the Georgia Department of Transportains retained to perform such service.	
E-Verify / Company Identification Number	Signature of Authorized Officer or Agent
Date of Authorization	Printed Name of Authorized Officer or Agent
	Title of Authorized Officer or Agent
	Date
SUBSCRIBED AND SWORN BEFORE ME ON THIS THE	
, DAY OF, 201_	
Notary Public	[NOTARY SEAL]
My Commission Expires:	Pavisad: 12/2011

ATTACHMENT "F"

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the sub-recipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

ATTACHMENT "F"

TITLE VI ACKNOWLEDGEMENT FORM

The	assures that no person shall on the grounds or
race, color, national origin or sex as	provided by Title VI of the Civil Rights Act of 1964, and the
Civil Rights Restoration Act of 1987	be excluded from participation in, be denied the benefits of
or otherwise be subjected to discrin	nination under any City or County sponsored program or
activity. The	assures that every effort will be made to
ensure non discrimination in all of it	ts programs or activities, whether those programs are
federally funded or not.	
Assurance of compliance therefore	falls under the proper authority of the City Council or the
•	ne Title VI Coordinator or Liaison is authorized to ensure policy and with the Law, including the requirements of 23
Code of Federal Regulations (CFR) 2	00 and 49 CFR 21.
Official Name and Title	
Official Name and Title	Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790)
The 1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101)
Implementing Regulations (49 CFR 21 & 23 CFR 200)
Executive Order 12898 on Environmental Justice (EJ)
Executive Order 13166 on Limited English Proficiency (LEP)



41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 P (678) 382-6700 F (678) 382-6701 dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Steve Dush, AICP

Date: July 22, 2013

Subject: Approval of Resolution to Establish Print Fees for GIS Maps

ITEM DESCRIPTION

The item before you tonight is a resolution to authorize the implantation of GIS print fees.

BACKGROUND

Recently, we have had several requests to print large-scale, color GIS maps. Currently, we are charging \$1.00 for a 24×36 size map. This fee does not recoup our cost of the plotter paper, plotter ink, or production time.

Currently other cities in the area are charging the following fees:

Sandy Springs – \$30.00 Roswell – \$48.00 Alpharetta -\$35.00

RECOMMENDED ACTION

Staff recommends making large-scale prints available to the public by charging \$30.00 to print 24 x 36 copies of stock maps (e.g.: character areas, points of interest, zoning, and comprehensive plan maps).

STATE OF GEORGIA CITY OF DUNWOODY

RESOLUTION 2013-XX-XX

A RESOLUTION ADOPTING AND APPROVING GEOGRAPHIC INFORMATION SYSTEM (GIS) PRINT FEES

- **WHEREAS,** the City of Dunwoody has developed a robust GIS database to support its operations and management, including maintenance of aerial photos, parcels, street centerlines, hydrology, zoning and storm water information; and
- **WHEREAS,** the City routinely gets requests for copies of large-scale color GIS maps from the public; and
- **WHEREAS,** the City's current charge for said maps does not recoup the City's cost of production of said large-scale maps and, thus, the Mayor and City Council desire to adopt a fee for production of said large-scale map that is on par with surrounding jurisdictions.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the City of Dunwoody, that the fee for printing of 24x36 size stock maps shall be adopted at \$30.00 per print.

SO RESOLVED AND EFFECTIVE, this the 8th day of July, 2013.

	Approved:	
Attest:	Mike Davis, Mayor	
Sharon Lowery, City Clerk Seal		



41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 P (678) 382-6700 F (678) 382-6701 dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Billy Grogan, Chief of Police

Thru: Warren Hutmacher, City Manager

Date: July 22, 2013

Subject: Recommendation of Public Safety Video Surveillance Project Contract

ITEM DESCRIPTION

This item is a contract to implement the Public Safety Video Surveillance Project at Brook Run Park.

BACKGROUND

Over the last several years, Brook Run Park has experienced a significant level of crime including criminal damage to property, graffiti, and thefts from vehicles. To address these issues, the Dunwoody Police Department would like to implement a public safety video surveillance system that will enable our department to be more proactive in our crime prevention, enforcement, and investigative efforts serving the community.

Agencies across the state and region implementing video surveillance systems have seen dramatic improvements in their ability to prevent crime, enforce existing regulations, and complete thorough investigations when incidents do occur. In preparation for this initiative, the Department has spent significant time researching best practices and learning from agencies that have implemented similar systems.

To effectively cover Brook Run Park, we intend to use a series of IP-based HD resolution pan/tilt/zoon cameras and automated license plate reader cameras. Specifically, cameras will provide video coverage of both entry/exits to the park and activity centers including the skate park, the playground, the dog park, the recreation area and the community garden. The automated license plate reader cameras will cover the (2) entrances and document the license plates of vehicles entering the park, comparing them to the "hot-list" and notifying our personnel when there is a hit.

On May 8, 2013, the City of Dunwoody issued RFP #13-02 for a Public Safety Video Surveillance Project at Brook Run Park. As part of the RFP, a mandatory Pre-Proposal meeting was held on May 29, 2013 for questions as well as a tour of Brook Run Park. A total of 16 representatives attended this meeting representing 13 companies.

A total of four proposals were received by the June 21, 2013 deadline. One of the companies, VTS Security, called and withdrew their proposal from consideration because they did not believe they could meet the specifications of the RFP. The remaining three proposals were reviewed and scored by a panel of evaluators. The average results of the scores are as follows:



41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 P (678) 382-6700 F (678) 382-6701 dunwoodyga.gov

Scoring Criteria	IronSky	Fleetwood Security	Systems Alert Security
Favorable References (out of 10 points)	10.0	3.00	4.00
Previous Exp/Qualifications/Ability to Perform (out of 40 points)	36.25	11.25	3.25
Proposed Approach/Methodology (out of 30 points)	25.75	9.50	0.00
Proposed Cost (out of 20 points)	13.75	6.25	3.00
Total (out of 100 points)	85.75	30.00	10.25
Proposed Cost	\$135,750	\$240,445	\$60,988

IronSky received an excellent rating from all raters and is an excellent choice to provide our Public Safety Video Surveillance Solution at Brook Run Park. The company has successfully installed public safety video surveillance solutions at multiple departments in the metro Atlanta area.

FUNDING

In the amended 2012 Budget, the City of Dunwoody budgeted \$113,000 for a Public Safety Video Surveillance solution for Brook Run Park. This amount was carried forward in the 2013 Budget. The best and final offer from staff's recommended firm, IronSky, Inc., is \$135,750. The difference in the budgeted amount and the proposal is \$22,750.

RECOMMENDED ACTION

At this time, staff recommends the City Council approve the contract with IronSky, Inc., who received the highest rating of their proposal, to install our Public Safety Video Surveillance solution at Brook Run Park at a cost of \$135,750. Staff recommends the additional funds be added for this project through a budget amendment.

Iron Sky, Inc. Proposal for:

City of Dunwoody - Purchasing Date: June 20th, 2013

	Date. Julie 20th, 2015					
Prepared for:				Prepared by:		
City of Dunwoody - Purchasing		Iron Sky, Inc.				
41 Perimeter Ctr East, Ste 250	RFP 13-02 Public Safety Surveillance	1773 Westboroเ	ıgh [Drive		
Dunwoody, GA 30346		Katy TX 77449				
Purchaing Officer	Project	Bob Carter				
Tel: (678) 382-6902	•	Tel: (678) 283-4	829			
Item	Description	Units		Unit Price		Total Price
SOFTWARE & HARD	WARE					
FC12T1509PS	Iron Sky Video Management Software license. One license required for each device integrated with the Iron Sky system.	9	\$	1,000.00	\$	9,000.00
FC12T1511	COTS Server to support 10 cameras recording at 30frames per second in H.264 compression at 30% image quality compression recording for 30 days 2U Server w/ 3 X 3TB Raid5 Array Windows Server®2008, Standard x64, Incl Hyper-V™, Includes 5 CALs Microsoft® SQL Server™ 2008 X64 Standard (5 CAL) Adobe Flash Media Streaming Server 3.5 Does not include Iron Sky Video Surveillance Management software licenses Includes 3 Year ProSupport for IT and Next Business Day On-site Service from Manufacturer. Includes Iron Sky services required to install and configure Iron Sky VMS software, operating system, SQL Server and Flash Media Server.	1	\$	13,500.00	\$	13,500.00
FC12T19VV-CDFS1SR	CarDetector Fixed Camera LPR system server hardware (up to 8 LPR cameras). Pre- installed factory tested DSP Control Center. Includes MySQL database plus CarDetector Event Viewer Utility. Windows Server 2008 OS. 2U Rack Form.	1	\$	3,850.00	\$	3,850.00
FC12T19VVDDSP-1CDF	DSP LPR - 2 camera system -includes 2 DSP digital signal processor pancake unit with 2 wiring harnesses.	1	\$	2,700.00	\$	2,700.00
FC12T19VVR2-XXX-STD	LPR Cameras (2) - combination IR and Color LPR Cameras with RAM ball mount and standard cable connections.	1	\$	6,560.00	\$	6,560.00
FC12T1517	16-Port KVM 17" LCD 1U Rack Console	1	\$	1,608.00	\$	1,608.00
FC12T1518	UPS 2200 VA 2U Rack-Mount	1	\$	1,108.00	\$	1,108.00
FC12T1537	HDTV, day/night, fixed dome with vandal-resistant, IP66-rated outdoor casing. Varifocal 2.5-6 mm DC-iris lens, remote focus and zoom. Multiple, individually configurable H.264 and Motion JPEG streams; max HDTV 720p or 1MP resolution at 30 fps. WDR. Video motion detection and active tampering alarm. Two-way audio detection and audio detection. I/O for alarm/event handling. SD/SDHC memory card slot for optional local video storage. Operation in -40°C to +55°C powered by standard Power over Ethernet. Midspan not included. Includes smoked and clear transparent covers, weather shield against sun, rain or snow, and 5m Ethernet cable with mounted gasket. Price includes staging and configuration services.	2	\$	1,250.00	\$	2,500.00
FC12T2281	HDTV 720p compliant outdoor-ready, PTZ camera with 18x optical zoom. HDTV 720p @ 30fps (1280x720) in H.264 and Motion JPEG, Day & Night, IP66 and NEMA 4X classification. Advanced Gatekeeper. Includes High PoE 30 W midspan, smoked and clear dome. Mounting brackets are not included.	5	\$	3,200.00	\$	16,000.00
FC12T1553	Pole mount adaptor for Pendant Dome	7	\$	58.34	\$	408.37
FC12T1560	Pole Bracket for IP PTZ camera with steel pole straps	7	\$	97.89	_	685.24
FC12T1598	Ubiquiti NanoBridge 5GHz 22 dBi Hi-performance MIMO Bridging Device. Price includes staging and configuration services.	20	\$	173.75	\$	3,475.00
FC12T1600	Ubiquiti AM-5G20-90 - 5GHz AirMAX MIMO SectorAntenna with 20dB, 90 Degree.	2	\$	248.75	\$	497.50
FC12T1604	Wall-Mount Cabinet - 38" tall x 22" deep	1	\$	950.00	\$	950.00
FC12T1608 FC12T1621	Rack-mounted shelf	1	\$		_	65.00 540.00
FC12T1621 FC12T1661	Connectors, Fittings and Terminations NEMA enclossure for camera installation locations. Network switch, camera power,	12 10	\$	45.00 1,750.00	\$	17,500.00
EGT (GTD) D	UPS/surge and IP addressable power relays.					
FCT12TBLPL	25' Black aluminum pole, direct burial (does not include power).	8	\$	750.00	\$	6,000.00
Software & Hardware Total					\$	86,947.11
INSTALLATION SE	RVICES					
FC12T1801	Server and Storage Device Installation: Per device fee for on-site installation of server	1	\$	2,000.00	\$	2,000.00
FC12T1806	and storage devices and configuration onto the client's network. Pole-Mounted Equipment Installation: Per device fee for work performed to install device on structures other than buildings (utility poles, towers, etc). Price does not include installation of pole, electrical work, trenching, conduit or bucket truck rental.	11	\$	2,750.00	\$	30,250.00
FC12T1807	Roof-Mounted Equipment Installation: Per device fee for work performed to install device on structures. Price does not include electrical work, rigid conduit, firewall penetration, or core drilling.	3	\$	2,500.00	\$	7,500.00

#L.1.3su-cf-com	Start-Up, Configure and Commissioning of CarDetector Fixed LPR System	2	\$ 450.00	\$ 900.00
FC12T1810	Regular Work Hours (8:00 A.M 5:00 P.M. Local Time)	32	\$ 125.00	\$ 4,000.00
FC12T1811	Project Management Hours	40	\$ 150.00	\$ 6,000.00
Installation Services Total				\$ 50,650.00
ANNUAL SERVICE		Months		 Service Fee
FC12T1900	On-site Service- Standard Business Hours: Complete on-site support for all hardware	15% of the		\$ 20,639.57
	and software provided by and installed by Iron Sky. Includes all labor required to	total project		
	monitor, diagnose, repair and replace defective or damaged equipment. Does not	price including		
	include cost of equipment that is damaged or defective outside of the manufacturer's	hardware,		
	limited warranty. Includes remote end user technical support, remote monitoring of all	software and		
	components connected to the Iron Sky solution, software updates and software	services		
	upgrades. On-site Service period begins on the 1st day after the System has been			
	accepted by the Client and extends for 12 months. On-site Service contract will be			
	renewed for additional 12-month periods upon receipt of purchase order by Client. Iron			
	Sky Software is covered by a 12-month warranty which includes remote end user			
	technical support, remote monitoring of all components connected to the Iron Sky			
	solution, software updates and software upgrades. Software support period begins the			
	day after the System has been accepted by the Client and extends for 12 months.			
	Software support does not include the performance of any onsite work by Iron Sky nor			
	does it include management of hardware manufacturer's limited equipment warranties.			
	Standard business hours are Monday through Friday 8am to 5pm local time.			
I				
Annual Service				\$ 20,639.57
PROJECT TOTAL				\$ 158,236.68
DISCOUNT				\$ 23,236.68
Shipping			•	\$ 750.00
PROJECT TOTAL				\$ 135,750.00

Note:

- 1) Electric power is not covered under this proposal. To be furnished by Client.
- 2) Server, data storage and ALPR processor to be housed within rack inside Brook Run structure. Power, Internet service and climate control provided by Client.

Payment Terms:

50% of the total price will be invoiced upon issuance of purchase order

35% of the total price will be invoiced upon delivery of major equipment to client site

15% of the total price will be invoice upon completion of project

All invoices are due net 30 days.

Taxes:

Customer shall be responsible for all associated sales taxes and or duties. In the event that sales taxes are not included with this proposal, customer shall still be responsible for the associated sales taxes and or duties. Sales tax shall be added to the final invoice.



Public Safety Video Surveillance Project RFP 13-02

Purchasing Department
City Of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346

Prepared: June 20th, 2013

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ATTACHMENTS:

- 1) Iron Sky Itemized Sales Quotation
- 2) Axis Communications Camera Specifications for HD PTZ
- 3) Axis Communications Camera Specifications for HD Fixed
- 4) Vigilant Solutions Car Detector and LEARN
- 5) HP Server
- 6) Iron Sky Installation Photos Using Pole

EXECUTIVE SUMMARY/COVER LETTER

Iron Sky was founded in December 2008 to give cities **Better Tools to Fight Crime**. Iron Sky works exclusively with cities and law enforcement agencies to design, deploy and maintain large-scale, city-wide public safety solutions. Iron Sky has built an impressive list of clients in the Atlanta area and is actively working with:

City of College Park Police Department
City of Duluth Police Department
City of Lilburn Police Department
City of Norcross Police Department
City of Sandy Springs Police Department
City of Pine Mountain Police Department
City of Valdosta Police Department
Valdosta Housing Authority, GA
City of Conyers Police Department
Conyers Housing Authority
City of Decatur Police Department
City of Decatur Police Department
Midtown Alliance/Midtown Blue

City of Brookhaven

The City of Dunwoody would like to enhance its safety and security measures, deter unlawful activities and increase police resources in the City of Dunwoody's Brook Run Park by implementing a remote-access *PUBLIC SAFETY VIDEO SURVEILLANCE* solution that will allow City Management, First Responders and Public Safety Entities to be more proactively aware of activities taking place within and around Brook Run Park, while establishing better communication and collaboration between all parties.

A key requirement of the City of Dunwoody's ideal security camera system is the ability for authorized users to view and control any camera at any location from any computer with access to the Internet. By enabling more personnel to view a location without having to physically be at the location, the surveillance system becomes a staff multiplier and allows authorized personnel to more effectively respond to incidents and be proactive in how they provide services. Being able to view live and recorded camera images from any computer will increase situational awareness and significantly decrease the time spent investigating incidents.

Another key requirement of the security camera system is the ability to expand and adapt to the needs of Dunwoody both now and in the future, using a solution that is integrated with surrounding jurisdictions. There are many video surveillance technologies on the market today and the City of Dunwoody is aware of the danger in selecting a technology that may soon be out-of-date, does

not allow expansion or restricts the City of Dunwoody to only working with functionality or hardware that is available at the time of purchase. The City of Dunwoody wishes to install the most appropriate surveillance solution that will address its current needs while establishing a platform that the City of Dunwoody can build on in the future as those needs change. The solution should be non-proprietary to allow the use of commercial-off-the-shelf hardware and use a thin-client architecture to eliminate the need to install and maintain software on user workstations. The solution should also be fully integrated with the region's Multi-Jurisdictional Police Intelligence Center so that area resources are optimized, creating a higher probability of solving crimes, a strong level of cooperation and interoperability between CAD, AVL, ALPR and surveillance resources.

Based on Iron Sky's understanding of the City of Dunwoody's goals for this project, Iron Sky's video surveillance solution meets and exceeds these requirements. Iron Sky uses industry leading IP-based cameras by Axis Communications, robust wireless components by Ubiquiti Networks, non-proprietary software and commercial-off-the-shelf hardware to design cutting-edge video surveillance solutions that are customized to address each of the City of Dunwoody's unique challenges. Using the Iron Sky surveillance management software, authorized City of Dunwoody personnel will be able to view any camera installed in any location, patrol vehicle locations and incident locations from any computer on the city's LAN/WAN (or Internet) using only a standard web browser.

The Iron Sky system is the foundation of the Multi-Jurisdictional Police Intelligence Center operated at 850 Mount Vernon Highway. Iron Sky has developed this map-based interface so that it displays camera video, live police incident information and live police vehicle locations for multiple departments.

Iron Sky is pleased to provide this response to RFP 13-02, which outlines the requirements and the proposed solution for the City of Dunwoody at Brook Run. Pricing contained in this proposal is offered only to City of Dunwoody and demonstrates Iron Sky's willingness to develop a long-term partnership with the City. This proposal is designed to deliver the greatest return on the City of Dunwoody's investment.

Iron Sky proposes to provide a complete, turnkey public safety surveillance system consisting of IP-based HD resolution cameras from Axis Communications, a robust wireless network from Ubiquiti Networks and automated license plate recognition (ALPR) from Vigilant Video. Using Iron Sky, authorized users will be able to access live and archived video images from any PC on the network and from any PC with Internet access. The map interface will display a map or satellite image of the park with icon locations for selecting cameras. The Iron Sky video management software will reside on either a Dell or HP network server within the main structure at the park. The solution will record images from the cameras in H.264 format at 20-30 frames per second (fps) and

maintain those <u>images in archive for 30 days</u>. The length of video archive is adjustable and can be supplemented with additional hard drive space. As additional projects and camera locations are identified in the future, the City of Dunwoody will be able to build on the Iron Sky platform to support an unlimited number of cameras at an unlimited number of locations.

<u>Highlights of the proposed solution are:</u>

- Five (5) IP-based HD resolution Pan/Tilt/Zoom cameras featuring low-light and enhanced image quality.
- Two (2) IP-based HD resolution Fixed cameras featuring low-light and enhanced image quality.
- Two (2) lanes Vigilant Video ALPR cameras covering Brook Run Park entrances.
- Database integration with GCIC, DOR, as well as custom "hot-lists" using LEARN.
- Iron Sky integration with LEARN alerts to display alert information on Iron Sky map creating a direct correlation between alert and available resources.
- Database integration with CAD (Computer Aided Dispatch) and AVL (Automatic Vehicle Location) data for incident and patrol vehicle locations.
- System integration with the City of Sandy Springs Intel / Fusion Center.
- Surveillance camera will stream live images, and will record images, in the H.264 format at HDTV 720p (1280x720) resolution. Recorded camera images will be maintained in archive for thirty (30) days before they are automatically deleted.
- Authorized users will be able to view any camera from any computer on the police department's LAN/WAN simply by logging on to a web page.
- Dunwoody Police Department will be able to instantly grant remote access to 3rd party agencies in response to incidents simply by issuing the agency the web-browser address (Ex. Ironsky.dunwoodyga.com), a user name and password.
- Users will navigate camera locations using an extremely intuitive Google Map software interface.
- This is a complete turnkey solution, other than Internet services and electric power provided by City of Dunwoody.
- No ongoing fees or subscription costs are required to operate this system, other than the annual turnkey service and support that is being proposed by Iron Sky.
- The proposed solution is an open-standard, non-proprietary solution, which takes advantage of the latest physical security technologies without locking the Dunwoody Police Department into using Iron Sky for future phases.
- As additional camera/ALPR locations are identified in the future the Department will be able to build on the Iron Sky platform to support an unlimited number of cameras at an unlimited number of locations.

FAVORABLE REFERENCES

Agency: City of College Park Police Department

Contact: Ron Fears, Chief of Police Address: 3717 College Street City: College Park State: Georgia Telephone: (404) 761-3131

Summary of work performed: Iron Sky has been working with the College Park PD for over two years and has installed 79 cameras throughout the city. In addition to the cameras Iron Sky has deployed a large wireless system and fully integrated the City's CAD and AVL systems into the Iron Sky VMS. The City of College Park partnered with the College Park Housing Authority and the Georgia International Convention Center to expand the system adding 7 HD pan/tilt/zoom domes. Iron Sky continues to grow the system as new projects are identified and is currently installing 1 lane of automated license plate recognition system by Vigilant Solutions.

Agency: Midtown Alliance/Midtown Blue

Contact: Colonel Wayne Mock, Public Safety Director

Address: 999 Peachtree Street City: Atlanta State: Georgia Telephone: (404) 817-0500

Summary of work performed: Iron Sky has been working with the Midtown Blue staff for three years and has installed over 54 HD resolution pan/tilt/zoom cameras by Axis Communications. Iron Sky designed and installed a robust wireless network throughout the Midtown Improvement District and just recently upgraded the wireless data backhaul to Gigabit speed. Midtown Blue performs a 24 hour, 7 days a week video monitoring service using off-duty City of Atlanta Police Officers and roaming Midtown Blue Public Safety vehicles. The system is used by the Atlanta Police Department.

Agency: City of Valdosta Police Department

Contact: Brian Childress, Commander Address: 500 North Toombs Street

City: Valdosta State: Georgia Telephone: (229) 242-2606

Summary of work performed: Iron Sky has been working with the Valdosta PD for over a year and has installed 64 cameras throughout the city. The Valdosta Housing Authority has partnered with the City to install Valdosta Iron Sky surveillance cameras on Housing Authority property. Iron Sky continues to grow the system as new projects are identified and is in the progress of completing a 26 HD pan/tilt/zoom camera project in a joint effort with the Valdosta Traffic Management Center.

Agency: City of Sandy Springs Police Department Contact: Terry Sult, Director of Public Safety

Address: 7840 Roswell Road

City: Sandy Springs State: Georgia

Telephone: (770) 551-6900

Summary of work performed: Iron Sky has been working with the City of Sandy Springs for over a year and has created a network of 80 cameras throughout the city, built a state of the art video matrix wall command center, integrated with two mobile surveillance trailers, CAD/AVL integration, and is currently establishing four lanes of automated license plate recognition. Iron Sky continues to grow the system as new projects are identified and is currently working on a wireless network from ChatComm to the top of Concourse Parkway Bldg 5 to deploy three 1080p HD pan/tilt/zoom domes.

EXPERIENCE/QUALIFICATIONS/ABILITY TO PERFORM

Iron Sky was founded in December 2008 by executives and professionals with extensive experience designing, implementing, managing and supporting large-scale municipal projects. Iron Sky was built from the ground up solely to develop Better Tools to Fight Crime for local government clients. **City-wide public safety projects are all we do.**

Experience

Iron Sky provides City-Wide Public Safety solutions to local governments that:

- Reduce crime and criminal activity
- Reduce total operating costs across the city
- Increase the identification of individuals involved in incidents
- Enable the city to be more proactive in its security efforts
- Facilitate more effective, ongoing collaboration between local law enforcement, fire and emergency agencies
- Facilitate real-time communication with outside agencies in response to an incident

Iron Sky's focus on public safety has driven the company to continually develop the most effective tool for managing security efforts across the city. With Iron Sky's video surveillance solution, authorized personnel can:

- View live and recorded images and control any camera in the city using a simple web page from any computer on the network
- Receive and respond to alerts from license plate recognition systems.
- Instantly collaborate with other law enforcement personnel, as well as fire and emergency personnel, over the internet in response to an incident
- Compensate for a shortage of law enforcement staff
- Manage the safety and security efforts of all locations within the city remotely
- View other data sources, such as 911 calls and patrol vehicle locations, from a single interface enabling faster decision making

Services

Iron Sky offers a complete list of services necessary to successfully deliver turn-key License Plate Recognition, video surveillance and wireless systems on time and on budget with minimal impact to daily operations. These services include:

Site Audit

Iron Sky schedules a Site Audit with all client personnel that have a stake in the security project. This typically includes Police/Public Safety, Facilities and IT departments and is open to anyone the client deems necessary to attend. The

purpose of the site audit is for Iron Sky to determine the safety and security challenges that are prompting the need for the public safety system and collaborate with the client to identify a strategy for addressing those challenges with security cameras.

The site audit takes into account current safety and security systems and procedures, environmental concerns, Crime Prevention Through Environmental Design (CPTED), lighting levels, availability of electrical power for equipment, facility construction, distance to the intended subjects, current threat levels, prior incidents, client personnel levels and many other factors that need to be understood to adequately design the best solution.

System Design

Iron Sky is responsible for the design of every system offered to the client. Iron Sky personnel use the data obtained during the site walk to match the appropriate equipment and installation methods with the level of coverage necessary for each camera location. Iron Sky designs systems for schools, critical municipal infrastructure applications, cities/counties, military bases, transportation agencies, judicial centers, detention facilities, commercial buildings, wireless applications and many others.

Installation

Iron Sky provides complete installation services for all components on the system. Depending on the location of the project, Iron Sky may utilize employee installation crews or subcontract the work to qualified contractors. Subcontractors undergo an extensive qualification process and are continually evaluated to ensure compliance with Iron Sky installation standards. All installation projects are managed by full-time Iron Sky employees, not subcontractors.

Iron Sky is able to allocate resources around the country as needed to ensure project timelines are met and is able to scale up its resources for multi-site projects on short deadlines.

Project Management

Full-time Iron Sky employees are responsible for managing every phase of a client engagement and have extensive experience with large-scale projects. At no time are subcontractors used to manage projects or interact with clients.

Ongoing Service and Support

A major part of Iron Sky's partnership with the client is ongoing maintenance and support. To ensure minimal downtime and impact to the client's staff and resources, Iron Sky has designed an aggressive and proactive support plan that incorporates automated remote monitoring procedures with remote technical support representatives and onsite technicians. Iron Sky's corporate offices, located in Houston, Texas, will provide remote technical support to all end users, remote monitoring of the software and hardware to proactively determine

potential issues, and remote diagnostics to ensure maximum system uptime with a minimal impact to client personnel. When an issue with a component requires an onsite visit an Iron Sky technician will be dispatched from Iron Sky's local office.

<u>User Training</u>

Once the Iron Sky system has been installed, Iron Sky provides onsite user training on every aspect of the system in a train-the-trainer model. All users have access to the help document and 1-800 Customer Service number.

As-Built Drawings

Upon the client's request, Iron Sky can provide as-built CAD drawings of the system identifying the location of devices, cable routing, IDF/MDF locations, legend for the drawing and other pertinent information. Drawings will be furnished after the installation is complete. There is an additional cost for providing asbuilts.

Qualifications

Iron Sky's Executive Management is 100% committed to partnering with Municipal Security Solutions in the successful implementation of this project. Every Iron Sky employee is personally committed to every project Iron Sky undertakes and is available at any time to meet and discuss better ways to support its clients.

Iron Sky is an authorized dealer for all manufacturers of equipment that will be used in this project and has completed the necessary training to install and service the equipment. Letters of authorization from the manufacturers will be provided upon request.

Iron Sky personnel have designed and installed projects ranging in size from ten cameras to over 1,500 for a single client. Iron Sky' staff have considerable experience managing the logistics of large (over 1,000 cameras) projects and is confident it can deliver a successful surveillance solution that will exceed the city's expectations on time and on budget.

Organization

Iron Sky provides a broad range of services and solutions to the nation's cities and counties that center around delivering Better Tools To Fight Crime and delivers turn-key projects that are on-time and on-budget. Iron Sky works exclusively with municipal clients and is able to deliver solutions to clients nationwide through its offices in Texas, Florida, and Georgia. Iron Sky is broken into three organizations:

- Sales
- Technology
- Deliver

The Sales Organization is responsible for all aspects of identifying and acquiring clients. Iron Sky believes in developing partnerships with its clients to effectively and efficiently address real issues, not simply sell widgets, and seeks to establish long term relationships that extend well beyond the initial sale.

The Technology Organization is responsible for creating the solutions that Iron Sky offers. Iron Sky's sales and project management personnel are unique in their ability to listen to and understand a client's challenges and very often bring new functionality and solutions to the Technology team for incorporation into Iron Sky's solution. Technology then researches the possible applications. The Technology organization is comprised of solutions architects, software developers and hardware-specific experts and Iron Sky also utilizes local software development resources as needed.

The Delivery Organization is responsible for exceeding clients' expectations by delivering successful projects on-time and on-budget. Iron Sky's founders have extensive experience with large, city-wide public safety projects and are extremely vigilant in ensuring that what Iron Sky promises, Iron Sky delivers. Iron Sky is a turn-key provider and has developed an extensive delivery methodology which begins with the first sales call to ensure Iron Sky designs and proposes the right solution, continues through installation and extends through supporting the solution long after the system has been accepted by the client.

Every employee at Iron Sky, from the President to the accountant, understands their specific role in enabling Iron Sky to deliver *Better Tools To Fight Crime*.

Brook Run Park - Project Team

Iron Sky has completed numerous projects around the country of similar and larger scope. Below are the resumes for the team members that will be responsible for the success of the Dunwoody Brook Run project.

Jay Thompson
Director of Special Projects

jthompson@ironsky.com

813-340-9708

Mr. Thompson will function as the overall Project Manager

Iron Sky believes in a One-Throat-To-Choke model of project management and this project will be assigned to Jay Thompson, Iron Sky's Director of Special Projects. Mr. Thompson has significant experience managing projects containing more moving parts than this project. Mr. Thompson will manage the team that coordinates all Iron Sky and subcontractor activities to ensure the successful delivery of this project on-time and on-budget. To maintain consistency after the project has been delivered Mr. Thompson will also be the On-Site System

Subject Matter Expert. Jay Thompson has been with Iron Sky for over 3 years and brings extensive, successful project management experience to this project. Jay managed the Midtown Blue Public Safety project, College Park and Sandy Springs. He is currently managing the installation of 27 lanes of license plate recognition in south Florida. Jay is a Registered Communications Distribution Designer (RCDD) and a Network Transport Specialist (NTS) with the Building Industry Consulting Services International (BICSI). He is a Limited Energy License holder for Florida, Georgia and Tennessee and holds all manufacturer certifications for the equipment contained in this proposal.

Mr. Thompson has managed all Iron Sky projects in Florida and has overseen the deployment of systems throughout Georgia. Mr. Thompson just completed the Town of Golden Beach system and is now working to deliver the Town of Bay Harbor Islands License Plate Recognition system.

Summary of Experience:

Mr. Thompson has been involved in all projects for Iron Sky's Southeast clients from design to deployment to subcontractor management. Mr. Thompson began his career with Electronic Data Systems in Detroit, MI. Assigned primarily to the General Motors account, Mr. Thompson spent 17 years helping maintain state of the art communication technology in General Motors plants and office environments. Advancing quickly in responsibilities and authority, Mr. Thompson held positions in engineering, project management and leadership. Noteworthy accomplishments are the design and implementation of a method to provide for a LAN room environment and cabling method on the factory floor through the use of NEMA-12 enclosures. The solution was implemented in all GM factory environments and is still in use today. Rapid advances in networking technology in the late 1990's required network upgrades at the layer 2 and 3 level in the factories at a rapid pace. Mr. Thompson was instrumental in the design and implementation of a network staging center in Madison Heights MI. At this facility the plants entire communication network was created and configured. Proof of concept and customer acceptance occurred at this facility. The equipment was then packaged as a complete solution, shipped to the factory and installed. Meanwhile the fiber optic and copper infrastructure was being installed in the plant. This unique method of implementation provided for an estimated 30% increase in implementation efficiency.

Mr. Thompson continued his career in 2000 with Custom Cable Industries in Tampa Florida. As Director of Operations Mr. Thompson was responsible for the day-to-day operation and leadership of the installation division. The division consisted of three locations in Florida and approximately 75 people. Mr. Thompson was quickly promoted to Vice President and joined the Executive Leadership Team (EMT). As a member of the five-person EMT, Mr. Thompson was responsible for the strategic direction, vision and profitability of the entire company. While still retaining responsibility for the installation division, Mr. Thompson accepted the responsibility of direct account leadership for two of the

company's most valued accounts, Walt Disney World and Publix Supermarkets. A strong understanding of customer service has provided for rapid growth of both of these accounts under Mr. Thompson's leadership. Armed with his strong customer, leadership and business skills Mr. Thompson accepted the challenge from the president and CEO to lead the sales team. Mr. Thompson brought a structured sales process, methodology and accountability to the sales team. Sales results improved by 40% under Mr. Thompson's leadership.

Noteworthy accomplishments are hundreds of successful infrastructure implementation projects in and around Florida. Including the Fort Myers airport, the massive Saratoga Springs time share resort in Orlando, and the Publix headquarters in Lakeland FL. Mr. Thompson was also a significant contributor in the process to obtain ISO9001and TL9000 certification for the company.

Now with Iron Sky as Director of Special Projects, Mr. Thompson has brought his talent, experience and credentials to an already talented team to help ensure that Iron Sky's solutions are in complete alignment with customer's requirements. Mr. Thompson is a Registered Communications Distribution Designer (RCDD) and a Network Transport Specialist (NTS) with the Building Industry Consulting Services International (BICSI). He is a Limited Energy License holder for Florida, Georgia and Tennessee and is certified in Firetide. Being committed to lifelong education, Mr. Thompson returned to school and obtained his Degree in Business Administration in 2011 from Nova Southeastern University.

Relevant Past Performance for which Jay had direct responsibility: Disney SIMBA project

This project involved 802.11 wireless surveys and AP installation at nearly every gift store on the Walt Disney World property. Approximately 500 total 802.11 access points were installed with associated active surveys at approximately 60 locations. The project was extremely fast paced and posed significant logistical challenges concerning access and "theming" of the devices.

<u>Disney wireless Moves, Adds and Changes (MAC)</u>

Accommodating the moves, adds and changes to the wireless infrastructure at Disney is an ongoing process. To date approximately 1,000 total 802.11 access points have been implemented at Walt Disney World under my leadership on various projects. The work always involves strong coordination between the network teams, end users, security and Disney Imagineering.

<u>Disney 802.11 Coverage Documentation</u>

Disney began implementing 802.11 solutions using their own personnel in their parks around 2000. Their early implementations where poorly documented and were installed without a master coverage plan. In 2004 Disney's 802.11 network had grown to over 2,000 access points. I managed a project to survey all four major parks for coverage and performance of their 802.11 network. Findings

were documented graphically and statistically. The findings were then analyzed to formulate a coverage plan to maximize both new and future access point installations.

Disney Saratoga Springs Resort

This three-phase project consisted of 15 buildings each with 50 apartment-style quest

rooms. The low voltage aspect of this project involved all inside and outside plant cabling for each building. The systems included CATV, Voice and Data. This two-year project remained on schedule and on budget through completion. Fort Myers Airport This project entailed the installation of all voice and data cabling for the entire airport. LAN rooms were constructed and copper and fiber optic cable was installed throughout the facility and to nearby buildings. This 18-month project involved thousands of communication outlets and miles of cable.

Publix Data Centers

Publix built a new data center in Atlanta and modernized their data center in Lakeland. Under my account leadership, all copper and fiber optic cabling was designed, installed and tested. These highly critical locations support all of Publix data process needs.

Publix Headquarters

This extremely fast paced project involved the installation of all voice and data cabling at their new 600,000 square foot headquarters building. The architecture involved zone cabling with consolidation points at the cubical clusters. Occupants were moved in stages requiring strict completion deadlines every weekend for approximately three months.

Navy Federal Credit Union

Navy Federal is the world's largest credit union with 39 billion dollars US in assets and 3.2 million members. Navy Federal built a new facility in Pensacola, Florida to house customer service, collections, real estate and many other critical functions. To date three of the four buildings are complete. Each building is approximately 60,000 square feet. Under my account leadership, Custom Cable has installed all the copper and fiber optic cabling to support the entire campus. The customer happily agreed to create a public case study communicating their satisfaction with Custom Cable.

Bob Wall Director of Product Management

bwall@ironsky.com 941-704-6569

Mr. Wall will function as the Technical Lead on the project.

Mr. Wall's software design experience focuses on easy to use systems that seamlessly integrate into the network without putting a burden on the customer's

IT resources. This ensures a successful integration of the Iron Sky surveillance system without impacting the City of Tampa IT resources. Mr. Wall has been with Iron Sky for over 2 years and continues to build on Iron Sky's vision of delivering the most effective video surveillance management system available.

Summary of Experience:

Mr. Wall has 16 years development experience in the technology industry and he has managed the development and deployment of several products. Prior to joining Iron Sky, Mr. Wall served as the Software Development Manager for Janus Displays, leading a team building enterprise digital signage products. Mr. Wall has worked on development projects in the technology, communications, digital signage, video surveillance, and wireless industries. Mr. Wall directs the design and development of Iron Sky's products. Mr. Wall works closely with our customers to enhance our product to better help fight crime. Mr. Wall's clear understanding of difficulties faced by our customers helps Iron Sky build products targeted to Law Enforcement and municipalities. Mr. Wall also works to design the Iron Sky system to seamlessly integrate into the network without putting a burden on the customer's IT resources.

Relevant Past Performance for which Mr. Wall had direct responsibility: Janus Displays

Lead a team of developers to build the next generation of enterprise digital signage management products. Worked with customers to build exciting new features to help bring special value at their properties. Products installed at leading hospitality properties all over the world.

Knight Enterprises

Designed and integrated a complete VOIP solution for a new company, Reliant Digital. Built the system to support a full VOIP service company targeting businesses in the Tampa Bay area. System was designed to supported the telecommunications need of businesses and provide local phone support for high-density residential properties.

Regatta Pointe Marina

Designed and installed a surveillance system incorporating both fixed cameras and PTZ cameras to help protect the marina. The system was deployed over a wired network as well as a wireless mesh network.

City of Golden Beach Florida

Vigilant Solutions License Plate Recognition Integration in to the Iron Sky City-Wide Solution creating "pop-up" window notifications of significant LPR alerts. The alert allows each authorized system operator to acknowledge or ignore the LPR "hit". If acknowledged, then the user is directed automatically to the map area where the alert occurred where readily available Iron Sky resources can be identified and utilized to address the alert.

City of College Park

Computer Aided Dispatch and Automatic Vehicle Location data integration to display active calls for police services and patrol vehicle locations directly on to the Iron Sky interface.

City of Sandy Springs

Traffic Control System Integration to display traffic controller locations that are "off-line" or in "flash" mode. This enables the Traffic Management Center to quickly respond to traffic flow concerns with video and other available resources to manage the situation until the controller is restored.

Jason Haskins Vice President, Delivery

jhaskins@ironsky.com

281-797-5322

Mr. Haskins will serve as the Staging and Configuration Manager

Mr. Haskins has led very large scale deployments for over 13 years and brings a record of successful, hands-on experience to the complex infrastructure tasks required for the successful delivery of this project. Mr. Haskins has been involved in the design and delivery of every project Iron Sky has undertaken and understands the unique challenges that this project will present. He is currently managing the deployment of 140 lanes of fixed position license plate recognition for the City of Dallas Texas.

Summary of Experience:

Jason provides considerable experience in managing large municipal infrastructure projects ranging from the installation of city-wide fiber optic cabling to the reconstruction of the Talmadge Memorial Bridge in Savannah, GA. For the last 10 years Jason has managed federal, state and local government projects in excess of 5 million dollars from the design phase through completion of the project. Jason's clear understanding of systems operations and how they contribute to a project's overall performance enables him to help clients effectively address today's demanding public works challenges. By overseeing the installation and operation of complex engineering, industrial, and construction projects he ensures that the contracts, plans, specifications and ultimately, the results, conform in every way to the client's needs and vision. Throughout the process, his guiding principle is that any problem is merely an opportunity for a solution. The result is a successful project delivered on time and on budget that exceeds the client's expectations.

Relevant Past Performance for which Jason had direct responsibility:

Talmadge Memorial Bridge Repair

Savannah, Georgia

Mr. Haskins managed the repair of the cable stay attenuating system from the development of comprehensive repair procedures, design and installation of swing stage access to the height of 425' to complete adherence to Georgia Department of Transportation project specifications. Key to the successful completion this project were the attention to details in the project specification in regards to installation tolerances, material specification and an ever present focus on safety working on a bridge 185' above one of America's International Ports.

Sawgrass Expressway and I-75 Interchange

Ft. Lauderdale, Florida

Mr. Haskins managed the repair of the interchange post tension system, using Ground

Penetrating Radar, Olympus video scope to document the condition of the post tension system and advanced Vacuum Grouting techniques to locate and remediate tendon voids. Key to the success of this project is data management of over 3,000 video files of tendon inspection, 6,000 still photos documenting bridge inspection and written reports to support each type of inspection and repair.

Hilton Crystal City

Crystal City VA

Mr. Haskins managed the complete rehabilitation of the Hilton Crystal City Hotel Parking Garage. The Project scope included the complete removal of the entrance and exit ramps and large section of the parking garage concrete parking deck, removal of the hotel entrance. As the hotel was occupied during construction, communication and coordination were vital in bringing this project to a successful completion.

Bob Carter General Manager, Sales

bcarter@ironsky.com

678-283-4829

Mr. Carter will serve as the Account Manager

Mr. Carter was one of the original team members of Iron Sky starting in 2009 and has led the sales efforts of the Southeast market for 3 years securing and managing Midtown Atlanta, City of Sandy Springs, City of College Park, City of Lilburn, Town of Bay Harbor, Lauderdale-By-The-Sea, Indian Creek Village, and the Georgia Institute of Technology.

Mr. Carter combines a customer satisfaction focus as General Manager with a thorough understanding of what it takes to develop and install a surveillance systems from his years as National Accounts Manager for a systems integrator. His past experience as a patrol officer in Athens-Clarke County provides Bob a

keen awareness of how Iron Sky's solution can be tailored to meet the challenges of modern day police services.

Relevant Past Performance for which Mr. Carter had direct responsibility: Lowes Home Improvement

Retail Store Surveillance using the travelling rail camera system – SmartTrack.

Federal Express

Developed a custom rail camera design for FedEx Smartpost using Sentry Technology's SmartTrack traveling rail camera system.

City Surveillance Systems

City-Wide Surveillance for Midtown Atlanta, Sandy Springs, Duluth, Norcross, Hapeville, College Park, Valdosta, and Pine Mountain.

RESPONSE TO CONTRATOR REQUIREMENTS

Customer Support – Normal Business Hours

Iron Sky offers a toll-free service/support number 855-IRON SKY for support during normal business hours (8 am – 5 pm, Monday – Friday). Iron Sky also encourages direct and personal interaction with your local Technical Support Representative and Account Manager.

City of Dunwoody Local Account Manager Bob Carter, <u>bcarter@ironsky.com</u>; 678-283-4829. 102 Mockingbird Lane Decatur, GA 30030

City of Dunwoody Local Technical Support and Service Terrence McCrary, tmccrary@ironsky.com; 404-707-7083 941 Carlisle Road Stone Mountain, GA 30083

*Please Note: Iron Sky has recently partnered with a 24 hour secured data hosting center and will soon offer 24 hour, 7 days per week, 365 days per year support.

Post Sales Support and Service

A major part of a client's partnership with Iron Sky is ongoing maintenance and support. To ensure minimal downtime and impact to your internal resources, we have designed an aggressive and proactive support plan for our clients. This plan provides an immediate response to service issues and includes:

Proactive Monitoring of the Product

Iron Sky's Remote Monitoring software monitors the surveillance system 24 hours a day, seven days a week to proactively identify the following items:

- loss of camera signal ("down camera")
- loss of network connectivity to camera
- loss of connectivity to the server,
- operating system failure
- shutdown of Iron Sky software
- hard drive failure

Remote Monitoring does not use a simple "ping" to determine the status of the surveillance system but instead provides much more detail to determine the health of the system.

Upon detection of one of above items a Iron Sky Technical Support staff member is automatically notified during normal business hours (Monday through Friday 8amEST to 5pmEST). Iron Sky will contact the designated client personnel to

determine if any environmental or network issues occurred which may have affected the Iron Sky solution and then work to resolve the issue.

Timely "Pushed" Updates

The software code running on your servers is kept up-to-date by remote updates from Iron Sky's Technical Support office. This ensures the product you purchased will continue to have the most up-to-date code and patches. Software upgrades are not included.

On-Site Support

Most organizations cannot afford to allocate precious technology personnel and resources to the support of third-party equipment. By using remote access methods, Iron Sky makes every attempt to eliminate the impact to your IT and operational staff. Should an issue occur that requires a physical response to a hardware component Iron Sky will dispatch one of its local technicians **next day** to identify, diagnose and resolve the issue in as short a time as possible.

Remote Support Requirements

Iron Sky has very high standards of Client service. In order to hit these marks, we request a limited amount of access to the Client's networks via the Internet. We understand that this type of access is a very sensitive area for most organizations, and rightly so. However, we have taken every step possible to manage risk and bring it to the absolute minimal levels possible. Iron Sky will work with City of Dunwoody IT personnel to determine the best method of supporting this system based on the following requirements:

We request access to two (2) destination TCP ports and one (1) destination UDP port of your choosing through your firewall, restricted to access from the two specific IP ranges- one for Iron Sky's Technical Support Center in Houston and one for Iron Sky's Disaster Recovery Site in case of an emergency in Houston.

This level of access allows Iron Sky to provide the full array of Remote Monitoring capabilities to ensure that server, software and cameras are functioning in a normal manner. Iron Sky has the ability to monitor all components of the system every 60 seconds to proactively detect the health of each component. If an anomaly is detected, then Iron Sky Technical Support staff can proactively and quickly resolve a majority of these issues during normal business hours without the need to gain access to your physical site or staff. This remote monitoring and technical support capability allows the security camera solution to be on-line with minimal downtime.

Iron Sky follows very strict guidelines in using remote access. All remotely accessible servers are protected by strong passwords containing alphanumeric

characters and no guessable words or phrases. In addition, the connection uses SSL so that no sensitive information is transmitted in observable "plain text" across the network.

The greatest fear Iron Sky has is that one of its systems not be accessible to all necessary parties in the unfortunate event of an incident. Iron Sky's unique and extremely robust Remote Monitoring capabilities help to ensure that the system is operating at full capacity and is available to whoever needs access whenever they need access.

Complete End-User Support

The Iron Sky VMS was developed in-house to address city-wide public safety. Iron Sky provides a turnkey service from system design to installation, service and support. Each employee is fully trained on every aspect of the user interface and is fully capable of providing complete end-user support. This is all that we do.

Complete Remote Administration of the Surveillance System

The Iron Sky system 100% web-browser based allowing complete administration of the system from wherever there is network access.

Remote Downloading of Images

The Iron Sky system is 100% web-browser based allowing the downloading of images from any location that has access to the network.

Iron Sky is happy to assist customers will all aspects of the Iron Sky VMS to insure that Iron Sky customers are able to access the system whenever they need it. We recognize that public safety information is time sensitive and will do everything within our power to assist each end-user. This includes assistance in downloading video files and images, as well as remote system administration.

Technical Support

Iron Sky developed the Iron Sky VMS in-house in order to create a solution specifically for public safety. Iron Sky owns the source code. This enables our development staff to continually add new features as requests are made. Law Enforcement technology is rapidly evolving and the Iron Sky VMS is designed to evolve with it.

PROPOSED APPROACH/METHODOLOGY/SERVICES

System Requirements

 Enterprise-wide Platform System shall create an enterprise-wide video surveillance platform that allows the Dunwoody Police Department to view live and recorded camera images from any camera at any location with remote and secure monitoring via intranet and VPN-secured internet by Dunwoody Police Department personnel or any other agency the department chooses to provide access.

The core of the Iron Sky solution is its map-driven Enterprise-Wide Video Surveillance Management platform. Iron Sky provides users with a powerful and easy interface to monitor and manage the entire video surveillance system. It is scalable to an unlimited number of cameras at an unlimited number of locations using a single webpage as the map-driven user interface. Authorized users are able to view and control all the video cameras on the system from a Google Map interface right from their workstation. User administration runs completely in the Internet Explorer browser, giving maximum flexibility to operate the system from any authorized workstation.

 Web-based Solution System shall be a web-based solution that will be accessed using Internet Explorer from any Windows PC. System shall provide web-based access to live video using mobile devices connecting over 3G including Apple iPad, Apple iPhones, Android Smartphone's and Tablets and RIM Blackberry devices.

The Iron Sky solution is web-browser based, using Internet Explorer. Any authorized user can access any camera from any networked PC including remote sites and mobile data terminals. For mobile devices, Iron Sky includes a live view map interface for on the go access using mobile devices.

Note Iron Sky has never been tested on a RIM Blackberry device.

3. **Single Log-in** System to have a single enterprise-wide login for all Dunwoody Police Department cameras or any non-department cameras added to the system. Users should be able to login to the system one time and access every camera at every facility they are authorized to view. Users should not be required to input separate URL addresses or user accounts to view cameras located at any facility.

The Iron Sky system is designed so that there is one login prompt to access all cameras, devices and information on the system (based upon individual account authorization). The user should never have to input separate URLs or complete separate Log-Ins to access all devices across the enterprise. The map-driven

interface enables intuitive access to all devices using a single log in and a single web-page that is map-driven.

4. **Open-Architecture Platform** System shall be non-proprietary and utilize an open-architecture platform. System shall utilize Internet Protocol cameras from leading manufacturers, commercial off the shelf servers and storage devices from any manufacturer that will conform to the Dunwoody Police Department's existing network infrastructure.

The Iron Sky solution is standards-based and non-proprietary, using an open architecture platform. It is built on commercial off the shelf network hardware that operates Windows Server, SQL server, and Adobe Streaming Media Server. Iron Sky utilizes industry leading IP-based cameras from Axis Communication that are H.264 video format and ONVIF compliant.

5. **Open-Source Media Player** System shall play recorded and downloaded images in an open source media player such as VLC and shall not require the use of proprietary media players to view recorded or downloaded images on any user workstation.

Iron Sky archives video in H.264 format (also known as MPEG-4, part 10) for download and playback in open-source media players such as VLC. There is NO requirement for a proprietary media player. Iron Sky video files are compatible with any PC user workstation.

6. **Pan/Tilt/Zoom** System shall allow local and remote users the ability to control Pan/Tilt/Zoom cameras using only a computer mouse.

The Iron Sky interface is map-driven using standard PC tools: keyboard and mouse. Each pan/tilt/zoom on the system is operated by simple mouse clicks.

7. **Images in H.264 Format** System shall record all camera images in H.264 format. If cameras do not support native H.264 streaming, the system must transcode camera images to H.264 during recording. H.264 is the only acceptable video format for recorded images.

Iron Sky archives video in H.264 format (also known as MPEG-4, part 10) for download and playback. All new cameras installed on the system will be H.264. Existing cameras that are not H.264 will be transcoded and stored as H.264 files.

8. **Full, native Resolution** System shall stream and record camera images in full, native resolution at the maximum number of frames per second with a minimum of twenty (20) frames per second.

Iron Sky designs each system to include the necessary network, server and storage specifications required to operate each camera in full, native resolution at the maximum number of frames per second (minimum 20 frames per second).

9. *Live Streaming* System shall support streaming live camera images in multiple resolutions and frame rates simultaneously.

Iron Sky pulls two video streams from each camera on the network. One stream is set to full native resolution at the maximum frame rate. This is the archive stream. The second stream is set at a lower resolution with a minimum of 20 frames per second. This is the low-bandwidth "live" stream. All archives are displayed at the full native resolution. Live viewing will be determined upon the user's network connection speed. Remote users using slower connections will receive the lower resolution live stream. Local users using higher speed connections will receive the full native resolution stream.

10. Google Mapping Interface System shall utilize Google Maps as the user interface to provide a rich, dynamic user interface for the display of camera locations, navigation of facility maps and facilitate the input of GPS coordinates of other assets and devices. Users must have the ability to interact with the mapping service using both street map and satellite view of the area.

Iron Sky purchased the GoogleMaps API as the foundation of the Iron Sky interface. All camera and devices locations are represented by a Google ICON that is displayed on a street map or satellite view of the City of Dunwoody.

11. **Proxy Camera Requests** System must proxy all camera requests to minimize camera bandwidth and ensure user access rules are enforced. At no time shall any user have direct network access to any camera.

The Iron Sky design utilizes a proxy server to serve video streams. At no time shall any user have direct network access to any camera. User privileges are controlled by the proxy server to enforce access controls and authorization limits.

12. *Integrate with Existing Systems* System shall have the capability to integrate with the Sandy Springs Intelligence Center at no additional cost to the City of Dunwoody other than the amount reflected in this Firm's proposal.

Iron Sky is foundation of the Sandy Springs Intelligence Center. The systems are fully compatible.

13. System shall support integration with many 3rd party data sources to provide a centralized platform for situational awareness information display. The system must quickly integrate with 3rd party Automatic

Vehicle Location systems to display police vehicle locations and current status on the map in real time alongside available video cameras. System must integrate with 3rd party Computer Aided Dispatch systems to display the current live events on the map. We currently use OSSI CAD. System must integrate with 3rd party License Plate Recognition systems to display LPR hits and alerts on the map in real time and shall allow users to access the LPR system quickly simply by clicking on the alert. We currently use Vigilant Solutions. In the future, as additional sources of situational data become available, the System shall have the ability to quickly expand and take advantage of new sources of situational information.

Iron Sky is designed to integrate with 3rd party data sources. Iron Sky has already completed the integration of OSSI CAD and AVL databases. Iron Sky has already completed the integration of the Vigilant Solutions CDFS and LEARN systems databases. The City of Dunwoody, using Iron Sky, will have active police incidents, patrol vehicle locations and LPR alerts displayed in order to provide enhanced situational awareness to each authorized user.

14. In addition, the system must have the ability to add 3rd party, private cameras to the system and integrate them on the Google map interface with the City of Dunwoody cameras.

Iron Sky is designed to become the standardized interface for all video and data throughout the City of Dunwoody. 3rd party and private cameras are tied in to the system and displayed as icons on the map or floor plan in order to provide intuitive access to this video (or data) information in response to incidents.

15. **Automated Monitoring** System shall provide 24x7 automated monitoring of every component of the surveillance solution. Upon detection of a problem with a component, System shall automatically notify the surveillance software contractor's Technical Support staff to begin resolution protocols. Upon notification, the contractor will contact the designated point person of the Dunwoody Police Department to determine if any environmental or network issues occurred which may have impacted the surveillance solution and then work to resolve the issue. Both remote and onsite resources will be utilized by the contractor in resolving the issue to ensure maximum uptime of the surveillance system.

Proactive Monitoring of the Product

Iron Sky's Remote Monitoring software monitors the surveillance system 24 hours a day, seven days a week to proactively identify the following items:

- loss of camera signal ("down camera")
- loss of network connectivity to camera
- loss of connectivity to the server,
- operating system failure

- shutdown of Iron Sky software
- hard drive failure

Remote Monitoring does not use a simple "ping" to determine the status of the surveillance system but instead provides much more detail to determine the health of the system.

Upon detection of one of above items a Iron Sky Technical Support staff member is automatically notified during normal business hours (Monday through Friday 8amEST to 5pmEST). Iron Sky will contact the designated client personnel to determine if any environmental or network issues occurred which may have affected the Iron Sky solution and then work to resolve the issue.

On-Site Support

Most organizations cannot afford to allocate precious technology personnel and resources to the support of third-party equipment. By using remote access methods, Iron Sky makes every attempt to eliminate the impact to your IT and operational staff. Should an issue occur that requires a physical response to a hardware component Iron Sky will dispatch one of its local technicians **next day** to identify, diagnose and resolve the issue in as short a time as possible.

16. *Installation and Maintenance* Contractor shall be certified/authorized by the software and equipment manufacturers for the installation and maintenance of the system components.

Iron Sky is certified to install and maintain its system. One year of service/maintenance/support is included with every system that Iron Sky installs.

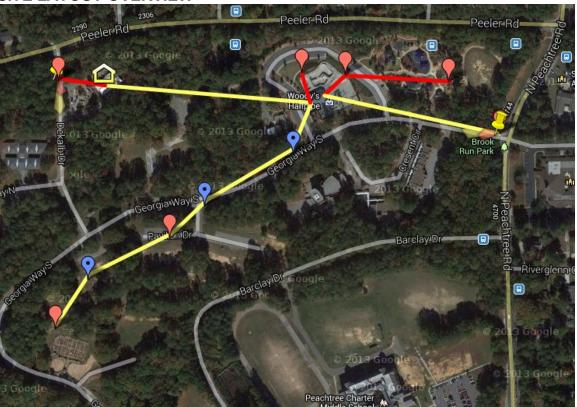
BROOK RUN PARK - SCOPE OF WORK AND DESIGN

Iron Sky will install five (5) IP-based HD resolution pan/tilt/zoom cameras from Axis Communications, two (2) IP-based HD resolution fixed position cameras from Axis Communications and two (2) automated license plate recognition system cameras from Vigilant Video. The system is designed to provide images of the main entry/exit to the park, the skate park, the playground, recreation area, dog-park and community garden. The two entrance areas are also covered by Vigilant Solutions automated license plate recognition systems that scans and records the license plates of vehicles entering the park in order to compare them to hot-lists, GCIC, local participating jurisdiction hot-lists and other vehicle look-out resources (such as DOR). The design layout is intended to provide live and archive images of vehicles and persons coming and going to and from the park, and to provide pan/tilt/zoom capabilities at the main areas of activity within the park. All video will be archived for 30 days using HP server/storage hardware within an Iron Sky rack at the Skate Park Club House.

Summary:

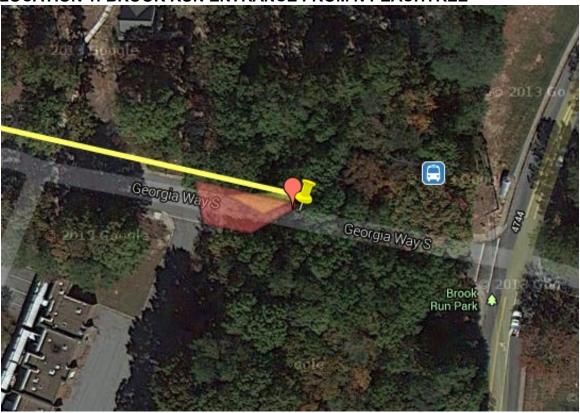
- 5 HD resolution IP-based pan/tilt/zoom cameras from Axis Communications.
- 2 HD resolution IP-based fixed position cameras from Axis Communications (at the entrances).
- 2 lanes of automated license plate recognition using Vigilant Video ALPR at each entrance (1 lane per entrance).
- CDFS Car Detector server with integration to LEARN Law Enforcement Archival Reporting Network
- ALPR Alert integration on to the Iron Sky map and the Multi-Jurisdictional Intelligence Center.
- Ubiquiti Networks wireless network. Each location will include a NEMA enclosure with UPS/surge, IP-addressable relays, network switch and wireless access point for service.
- HP server with 9TB disk space (3X3TB RAID), installed at the Skate Park Club House.
- Server rack cabinet at the Club House with UPS/Anti-surge.
- All materials necessary to complete installation (excluding 120 VAC electric power at each camera or pole and Internet services at the Brook Run Park clubhouse).
- City of Dunwoody to maintain adequate climate control within the room where the server is located.
- Iron Sky to provide all necessary training, service and support to insure a successful project that provides value to the City of Dunwoody.

SITE LAYOUT OVERVIEW



Iron Sky made the following assumptions regarding the project:

- 1) The City of Dunwoody is responsible for all electric power. Iron Sky will coordinate with City of Dunwoody electrician to survey the site identify available power sources and manage the installation of power. Charges for electrician to be billed directly to the City of Dunwoody.
- 2) The City of Dunwoody will supply Internet service at the Skate Park building and maintain adequate climate control at server location.
- 3) City of Dunwoody to secure facility and prevent unauthorized physical access to server area.



LOCATION 1: BROOK RUN ENTRANCE FROM N PEACHTREE

LOCATION 1 - Iron Sky to provide and install the following:

- Vigilant ALPR Fixed at Entrance Lane
- Axis HD Fixed Surveillance Camera
- Pole Installation by Iron Sky
- NEMA enclosure for network, IP power relays, UPS/surge, wireless access point for service
- Wireless network to Skate Park





LOCATION 2 - Iron Sky to provide and install the following:

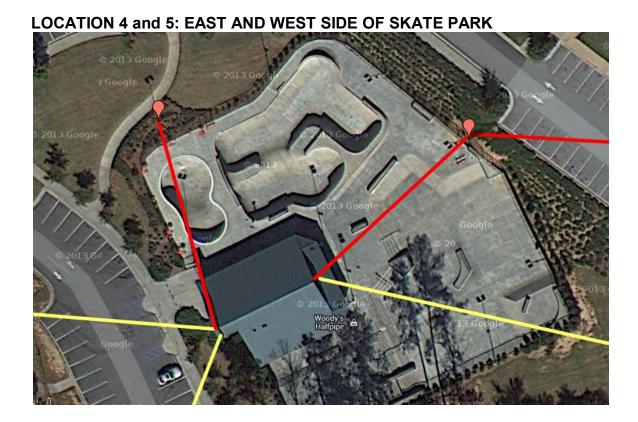
- Vigilant ALPR Fixed at Entrance Lane
- Axis HD Fixed Surveillance Camera
- Pole furnished and installed by Iron Sky
- NEMA enclosure for network, IP power relays, UPS/surge, wireless access point for service
- Wireless network to Skate Park





LOCATION 3 - Iron Sky to provide and install the following:

- Axis HD Pan/Tilt/Zoom Surveillance Camera
- NEMA enclosure for network, IP power relays, UPS/surge, wireless access point for service
- Wireless network to Skate Park



LOCATION 4 – EAST SIDE Iron Sky to provide and install the following:

- Axis HD Pan/Tilt/Zoom Surveillance Camera
- NEMA enclosure for network, IP power relays, UPS/surge, wireless access point for service
- Wireless network to Skate Park building

Electric Power by Others

Installation on existing pole. If access to pole is not authorized, then a pole can be furnished and installed for \$1,250.

LOCATION 5 – WEST SIDE Iron Sky to provide and install the following:

- Axis HD Pan/Tilt/Zoom Surveillance Camera
- NEMA enclosure for network, IP power relays, UPS/surge, wireless access point for service
- Wireless network to Skate Park building

Electric Power by Others

Installation on existing pole. If access to pole is not authorized, then a pole can be furnished and installed for \$1,250.



LOCATION 6: NEW DOG PARK PARKING AREA

LOCATION 6 –Iron Sky to provide and install the following:

- Axis HD Pan/Tilt/Zoom Surveillance Camera
- NEMA enclosure for network, IP power relays, UPS/surge, wireless access point for service
- Iron Sky to furnish and install pole
- Wireless network to Skate Park and to Location 7



LOCATION 8: BACK OF COMMUNITY GARDEN

LOCATION 7 –Iron Sky to provide and install the following:

- Axis HD Pan/Tilt/Zoom Surveillance Camera
- NEMA enclosure for network, IP power relays, UPS/surge, wireless access point for service
- Wireless network to Skate Park and to Location 7

Electric Power by Others

Installation on existing pole. If access to pole is not authorized, then a pole can be furnished and installed for \$1,250.

IRON SKY SOLUTION COMPONENTS

Video Management Software

Iron Sky is a turn-key provider of open-standards video surveillance solutions designed for the unique challenges of municipal clients. We have selected Iron Sky as our software provider. This document provides a high-level overview of Iron Sky's video surveillance management software platform.

Iron Sky is well aware of the multitude of Video Management Software (VMS) applications on the market today selected Iron Sky because it chose to build its own at considerable expense because they felt there were no VMS packages that truly fit the unique needs of its municipal and public sector clients. Because other VMS manufacturers do not focus on municipal clients and have developed their applications to appeal to every client possible, their applications have grown to include features useless to local government entities. Features that are required for retail, banking, gaming and commercial applications have no relevance on local government operations and simply result in a difficult to use product that cannot be customized to the end user and contains functionality that is never used.

In contrast, Iron Sky developed its VMS to only contain features and functionality requested by local government clients. This has resulted in a product that is open architecture and non-proprietary, extremely easy to use, laser focused in purpose and completely customized to meet each client's unique needs.

Iron Sky's surveillance management software is purpose-built for the unique challenges faced by:

- Housing Authorities
- Law Enforcement Agencies
- Public Safety / Emergency Responders
- Municipal Agencies
- Healthcare facilities / Tele-Health Initiatives
- Public school districts, Colleges and Universities
- Public Utilities / Critical Infrastructure
- Transportation
- Ports and Borders
- Parks & Recreation Departments

Iron Sky developed its Video Surveillance Management software from the ground up for municipal agencies using the insights and feedback that Iron Sky's founders received while working with law enforcement agencies for the last nine years. Iron Sky's solution is designed to scale to an unlimited number of cameras, locations and users and is extremely easy to use.

We also think that the more information someone has to make a decision, the

better that decision will be. So everything Iron Sky has designed facilitates integration with other applications and information sources. Integration that allows two different systems from two different manufacturers to do something new in a way that neither manufacturer intended, but delivers significant benefits to the client.

Rather than developing proprietary solutions that lock our clients in to working with us, we look for ways to leverage cutting edge technology that radically improves the way our clients operate. We spend a lot of time with our clients trying to figure out ways to make them more effective and efficient at what they do. And since the technology exists to do just about anything, we're able to come up with some pretty creative ways to address challenges.

The Iron Sky Enterprise-Wide Video Surveillance Management platform provides the users with a powerful and easy interface to monitor and manage the entire video surveillance system. Authorized users are able to view and control all the video cameras on the system from a Google Map interface right from their workstation. Iron Sky's user client runs completely in the Internet Explorer browser, giving maximum flexibility to operate the system from any authorized workstation.

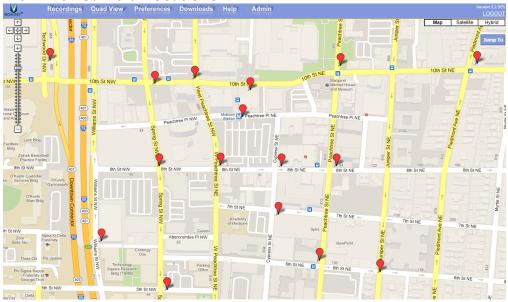


The Iron Sky platform was designed for maximum scalability and can support an unlimited number of cameras and unlimited number of users. Clients are given an unlimited user license to the Iron Sky platform. Multiple Iron Sky recording servers are setup to share the load when recording from a large number of cameras.

Satellite View with Camera Locations



Map View with Camera Locations



The Iron Sky platform licenses the Google Maps API to geographically plot out the location of surveillance cameras and assets on a recognizable satellite map of the client's environment. The interface can be customized to show the satellite or graphic map of the area. This map-based interface is a vast improvement over the traditional tree lists of camera names or numbers without any context. The user can now quickly see exactly where each camera is located as well as find all cameras located around an area of the city. For large systems users are able to manage a very large number of cameras throughout the city without being

overwhelmed or frustrated. In the future additional resources and assets can be linked and tracked on your customized map, such as Computer Aided Dispatch, License Plate Recognition "hits" and GPS equipped police vehicles.

<u>Example Using City of College Park demonstrating integration with CAD, AVL and Iron Sky:</u>

911 call received requesting officer. Call location appears on Iron Sky map interface. Surveillance operator is immediately aware of HD pan/tilt/zoom cameras in the area that may be used to respond.

Call Location



Patrol Response

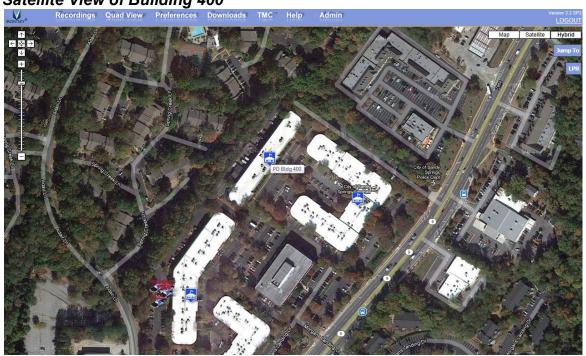




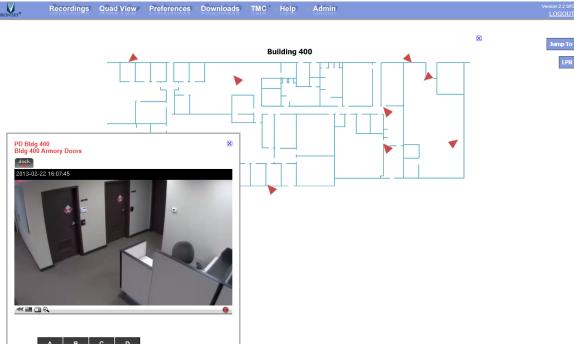
Eyes on the Scene from any Networked PC

Interior camera locations are plotted by building locations. Clicking a building location displays building floor plans with camera icons in order to maintain the same intuitive camera access and operation presented by the Google Maps interface.

Interior Spaces Satellite View of Building 400

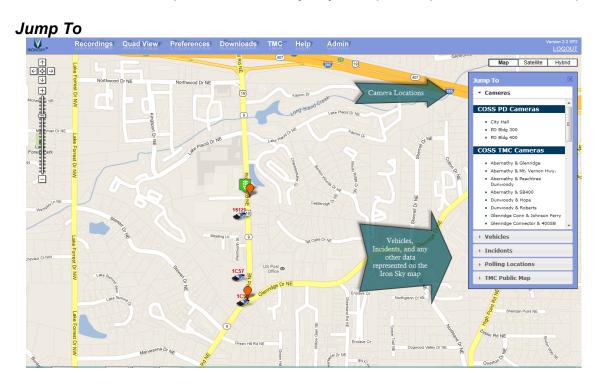


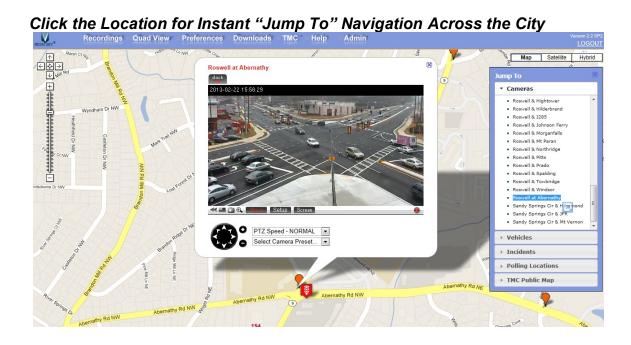
Floor Plan View of Interior with Activated Camera



Iron Sky, in working with our law enforcement clients, recognized that *speed is of the essence* when responding to active police incidents, so we developed our

"Jump To" feature for instant map navigation to cameras, incidents, vehicles, LPR hits, interior floor plans, and virtually any data point represented on the map.





User Permissions

The user permission system provides multiple levels of user access to the system. Users and user permissions can also be assigned to groups, making managing the users and permissions easier. Each user or group can be granted any of these permissions rights to a camera. A user can also be given the System Administrator permission, allowing that user to manage the users on the system and view the system logs.

Permissions:

- View Live Video Defined to specific camera groups or locations.
- View Recorded Video Defined to specific camera groups or locations.
- Download Recorded Video (Export)
- Listen to Live Video Audio
- Operate PTZ Controls
- Lock PTZ Controls
- View AVL Data
- View CAD Data
- View LPR Data

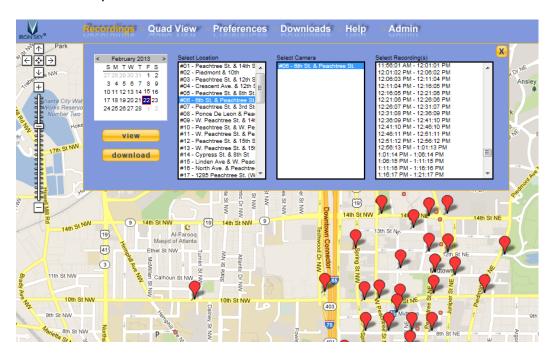
Authorized users can view video and control any camera on the system which they have been granted access to, there is no limited on the number of cameras a user can manage. The user can view video both on the dedicated monitor or open the video feeds in popup windows or command a video wall for group presentation. These popup windows display video in a large window and can be moved and placed anywhere on the user's desktop. The zoom player popup window also allows the user to view video in a popup window, but also allows the user to digitally zoom into the video. This zoom player is very useful when using high-resolution capable megapixel cameras. The user can also dock camera views to the left, right, or bottom of the screen, making it easy to monitor a small subset of cameras. Using the Iron Sky Video Wall client, the user can arrange camera displays in 1, 4, 9 or 16 simultaneous views. The user can take a snap shot of any live or recorded video being watched. The user will be prompted to save the JPG snapshot file on their workstation.

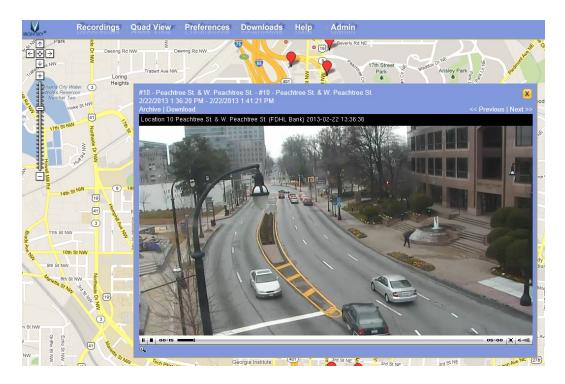
HD Pan/Tilt/Zoom Camera Snapshot



Recorded Video

Authorized users can quickly search for recorded video by location, camera, and recording date\time. When watching a live video stream the user can perform a quick replay, which will allow the user the ability to rewind a small buffer and replay a segment of video without going to the recorded video archives. If the user wants to watch recorded video, he can select the last previous recording function to open and view the latest recorded video from a camera.

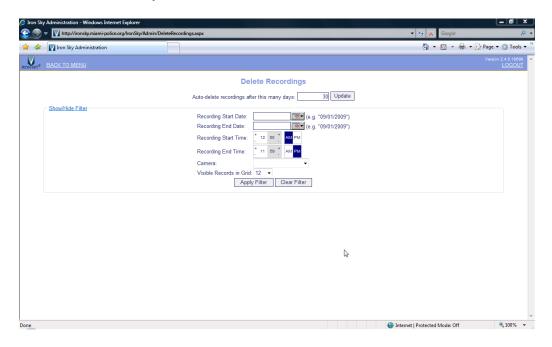




The Iron Sky platform stores the recorded video in the H.264 video format. The H.264 format is part of the MPEG4 standard and was developed to support high quality streaming video using lower bandwidth streams. We have selected H.264 as our video format standard because it offers excellent video quality while minimizing the storage needed to store those recordings. This allows us to maximize the amount of video your storage array can handle. Most cameras we recommend support streaming in H.264 naively, but we also support transcoding the MPEG4 and MJPEG video streams from non-supporting cameras .We also selected the H.264 format because it is very portable. The video recordings are able to be viewed using standard media players such as Windows Media Player, Apple Quicktime, and VLC Media Player.



The video recording retention policy can be customized by the system Administrators to control how long video is kept available on the storage array before it is automatically deleted.



All recorded video is stamped on the top or bottom with the camera name and the date / time the recording was made.



The cameras can be configured to operate with motion detection to either alert users when motion occurs or to minimize recording video without any activity. Individual motion zones and ignore zones can be setup to customize the areas motion will be detected or ignored. In the event of a motion alarm alerts can be sent to the active users. The users can decide to open an event and view the video or ignore and silence the event. Events can also be configured to trigger a live video popup window to appear on the user's workstations, bringing immediate attention to the alert.



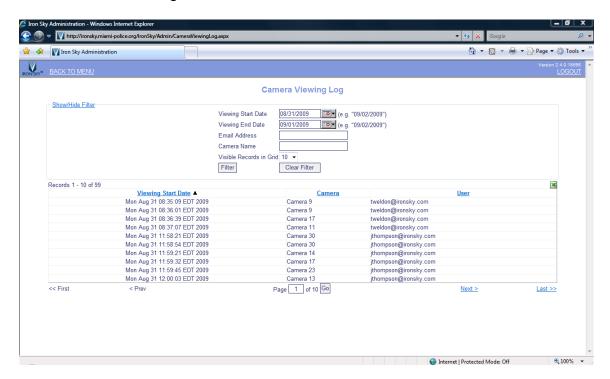
The Iron Sky platform supports integration with 3rd party video feeds. We can support viewing and recording from any open video stream format in both unicast and multicast. Integrating with analog cameras is also supported using a digital video encoder, such as the AXIS Q7406.

User Activity Logs

All user activity on the Iron Sky platform is recorded to the database for auditing. These logs are kept indefinitely and are not automatically purged by the system. The system administrators can access and view these systems logs but cannot alter or purge the system's logs. In additional to the user logs, system logs are also kept which record system activity such as camera malfunction and recording settings. The following user actions are logged:

- Logged Actions
- User Login Success
- User Login Failure
- View Live Camera Feed
- View Recorded Video
- Download Recorded Video
- Enable\Disable Camera Recording
- PTZ Control
- PTZ Locking
- User Chat
- New\Edit\Delete User

- New\Edit\Delete Group
- New\Edit\Delete Camera
- New\Edit\Delete Location
- Delete Recordings (System Admin)
- User Logoff



The entire Iron Sky platform is constantly being proactively monitoring by the Iron Sky services. In the event of a failure of a component such as a camera going offline, an alert is generated and sent to the system administrators. This alert is customizable and be sent to an email address, mobile phone or console alert. The monitoring system checks the health and status of all the Iron Sky servers, the video storage array (SAN), hard disks, cameras, wireless nodes, and network hardware.

Cameras

Iron Sky will utilize IP-based, HD resolution cameras from Axis Communications. Iron Sky personnel have worked extensively with Axis Communications for many years and have installed thousands of their cameras. Iron Sky believes their corporate support and proven technology provide the best overall camera solution. All necessary housings and brackets will be provided to ensure the successful delivery of this project.

Pan/Tilt/Zoom Locations

The Axis Communications P5534-E PTZ Dome Network Camera is an exterior grade, IP66-rated, Pan/Tilt/Zoom camera with an industry-leading 18x optical zoom with a 12x digital zoom that delivers exceptional image quality, even in low

light situations. The P5534-E also features Auto day/night mode with extremely low light sensitivity down to 0.5 lux in color mode and 0.008 in night mode. To compensate for the elevated mounting positions on signal poles the camera is equipped with Electronic Image Stabilization. All necessary housings and brackets will be provided to ensure the successful delivery of this project.

The following are examples of the optical zoom capabilities of the Axis P5534-E Pan/Tilt/Zoom cameras. The larger image below is the camera's full field of view at 0x zoom. The medium image with a red border in the top right corner of the large image is the camera's field of view at full 18x optical zoom. The small red box on the large image identifies the area of zoom:

Image 1: Zoom on license plate at approximately 1/10th of a mile



Image 2: Zoom on Park sign



Image 3: Zoom on restaurant patron



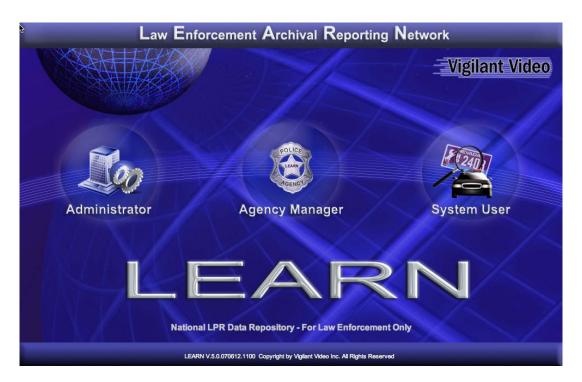
ALPR – Automated License Plate Recognition

The Iron Sky platform is designed to integrate multiple sources of public safety technology on to one easy to use, easy to access, browser-based and map-driven platform. Fixed position ALPR is a power resource and fits perfectly in to the Iron Sky solution. Iron Sky is integrating the Vigilant Solutions fixed position ALPR system on to the map-based platform.



All ALPR camera locations are identified on the Iron Sky map (as shown above) for easy recognition and access. Clicking the LPR icons enables access to the most recent plate scans and "hot-list" detections.

ALPR "alerts" guide authorized users to the geographic location of the event and provide immediate access to other public safety resources in the area such as live HD cameras, building floor plans, and emergency contacts.





Hot List alerts, such as the Hit Record Detail below, can be sent out via the TAS Client, email, the LEARN web site and the Iron Sky map.

Wireless Radios

Iron Sky will install wireless radios from Ubiquiti Networks. Iron Sky has deployed these radios at several municipal projects across the country and has found their stability and throughput to be unmatched in the industry. Data sheets for the specific models to be used in this project can be found in the attachments section of this document.

Server/Storage

The camera images are archived onto non-proprietary commercial off the shelf (COTS) servers and storage devices. Iron Sky is installing an HP server.

Note: Server redundancy, failover capability and backup power have not been designed into this server/storage system. The City of Dunwoody should understand that video is being stored only on the primary storage device and failure of that device's hardware, or loss of power, will degrade the system or cause it to stop operating.

LAN/WAN Network Equipment

This is a turnkey remote access network system. The City of Dunwoody is responsible for providing network (Internet) access to the server. Iron Sky will build the network out from the server.

Installation

Iron Sky will be responsible for the supply, configuration and installation of all equipment included in the attached proposal.

PROJECT MANAGEMENT METHODOLOGY

Iron Sky's experience working on projects of this scope for municipal agencies has enabled it to develop a highly efficient Project Management process that ensures the project is delivered on-time and on-budget with a minimum of surprises. Our Project Management Process is built around the equipment staging and delivery requirements of large projects and has evolved into the following thorough and orderly steps:

- 1. The client issues the purchase order.
- 2. The Iron Sky Project Manager schedules a project kickoff meeting with key Iron Sky and client personnel. This meeting will serve to confirm final details and capture any changes to the original scope.
- 3. Project Manager creates a Project Workbook. The workbook will include:
 - a. Information and detail on every piece of equipment required for the project
 - b. Subcontractor information
 - c. Network information required to configure cameras/servers/storage/switches
 - d. Installation specifics and details
 - e. Maps and floor plans w/ equipment locations
 - f. Detailed project plan
 - g. Delivery schedule. A schedule based on site audit, sales meeting, client expectations and equipment availability. The schedule shall include lead-time to receive equipment, system staging, shipping and installation. The installation shall be broken down into tasks that include vehicle scheduling, camera installation, server installation, testing and final acceptance. Scheduling is critical. Project will not be started without a baseline schedule being completed.
- 4. Project Manager, Delivery Manager and client project manager to coordinate and agree on workbook approach and content.
- 5. Upon completion of the workbook, the Delivery Manager, Staging Manager & Project Manager will coordinate to ensure all parties are aware of the system components, tasks, schedule and any special conditions.
- 6. Delivery Manager will order all equipment and identify the items will be drop shipped to the subcontractor and what will be received by client for staging by the Staging Manager.
- 7. Staging Manager receives cameras/radios/servers/storage/switches and conducts the System/Application Configuration and Validation process:
 - a. Remove from packaging
 - b. Plug in to power and network
 - c. Connect all devices to each other
 - d. Configure all devices
 - e. Load software onto server

- f. Verify continued proper operation of all equipment through one week burn in period.
- g. Breakdown all equipment and kit up according to PM's workbook detail and installation plan (ie. Camera #3 is an Axis 233D camera w/ T95 housing, 277VAC power transformer, wireless radio, Omnidirectional antenna, pole mount, 3' coax antenna cable, NEMA enclosure). Each kit is complete and clearly labeled to enable the installation contractor to bring one box to Camera #3's location on the map and install at one time. This approach ensures all the material is present and ready for install.
- h. Ship and track all equipment according to workbook and inform subcontractor of delivery timeframe.
- 8. Subcontractor receives all equipment.
- 9. Project Manager confirms all equipment is received and schedules installation with Subcontractor and Client.
- 10. Project Manger supervises installation to completion addressing any issues that may arise.
- 11. Project Manager conducts user training.
- 12. Project Manger will submit system to client for testing and acceptance.
- 13. Upon client acceptance the system is turned over for customer operation and support.

Project Approach

Iron Sky is a firm believer in the importance of a methodical plan to successfully execute a project the size and complexity of this project. The foundation of the plan is a complete and thorough technical design. The design is first created by Iron Sky and then validated by the equipment vendors and the customer. This includes the cameras, the RF communications equipment, fiber provider and the computing and storage hardware. Once validated, the implementation plan is enacted. A key element of the implementation is the configuration and staging of the equipment before being installed. Staging further validates the design, ensures proper equipment operation and configuration and increases efficiency in the field. The staging plan closely parallels the installation plan to ensure equipment is ready for installation at the time and place most efficient to the installers. Proper coordination at this stage significantly reduces the impact to normal city operations and traffic flow. Throughout the process, the Iron Sky project manager oversees all aspects of the installation and stays in frequent communication with stake holders. As the physical installation nears completion, the critical aspect of system testing and validation begins. It is at this stage all aspects of the system are tested. The customer does not yet have control or access to the system. This stage is for Iron Sky and their vendors to completely align and tune the system before the system is relied upon for normal operation. Once validated by Iron Sky, select users are trained and given access to the system. As comfort with the system increases, additional users are trained and provided access. It is at this stage that final as-built documentation is created and delivered to the customer for on-going maintenance and support.

Project Management

Effective and accurate communication for a project the size and complexity of this project will be essential for success. Iron Sky proposes a project management hierarchy for decision making and communication for both Municipal Security Solutions, Birmingham and Iron Sky. Each organization shall designate an individual which has the authority, capacity and ability to speak for the entire organization. Primary communication concerning the project shall occur either through, or with the full knowledge of these individuals. In addition to event driven ongoing communication, weekly project status reports shall be used to communicate progress, issues and upcoming tasks. Face to face meetings shall occur as necessary to solve project challenges while still retaining efficiency.

Iron Sky's project manager will submit a Project Status Report and Project Change Control form every Friday documenting Iron Sky's progress against task assignments.

The Project Status Report provides the following information:

- Overview of tasks completed during the report period
- Overview of tasks in process
- Problems encountered and steps to resolution
- Corrective action if project is not on schedule

The Project Change Control form provides the following information for each change request:

- Reason for change request
- Impact to schedule, cost or any other aspect of project
- Signatures of the authorizing client party

PROPOSED COST

Iron Sky will furnish and deliver the solution described in the document for the sum of \$159,986.68.

The Iron Sky sales quotation can be found as an attachment to this document containing all software, hardware and professional services required to accomplish the tasks outlined in the Brook Run Park Scope of Work. Each component is itemized by price and quantity on the attached quotation.

Iron Sky will invoice 50% of the contract upon PO and Iron Sky will invoice 35% upon installation. The remaining balance will be invoiced upon customer acceptance of the completed project. All invoice are due 30 days after receipt.

TIMETABLE FOR IMPLEMENTATION

Iron Sky has installed City-Wide Video Surveillance solutions in all types of locations and facilities across the country and is able to successfully install systems in any environment. Our installation experience allows us to provide a quick, clean and complete installation with little to no disruption in daily activities.

Iron Sky realizes the importance of delivering this solution in a timeframe conducive to the City of Dunwoody. The Iron Sky Construction Manager and the designated City of Dunwoody Point of Contact (POC) will develop a project schedule during the pre-construction meeting, which will be scheduled fifteen (15) business days after the execution of the Purchase Order.

Iron Sky will work with the City of Dunwoody to determine the project schedule. A typical project schedule for Phase I would be:

- Day 1: Client accepts the proposal and issues a Purchase Order. Iron Sky Issues a 50% invoice.
- Week 1-3: Iron Sky schedules a pre-construction meeting with the relevant Client staff members to review scope of work, project assumptions, Client deliverables and timeline. Upon receipt payment and confirmation of project design with customer, Iron Sky orders equipment and finalizes the schedule of all subcontractors.
- Week 7: Installation is estimated to begin 3-4 weeks after the preconstruction conference and should take 2-3 weeks onsite to complete. (Note: Installation will not begin until all IT information has been provided and Client has given full remote access to Iron Sky Technical Support personnel.)
- Week 9-10: Once installation is complete, the system is turned on and tested for 1 week. Client personnel will not have access to the surveillance system during this time.
- Week 11-12: Once the system has been fully tested, it is released to the Client, training is conducted and a punch list is compiled. Users will not have access to the system until testing and final configuration has been completed. Once the punch list items have been addressed, the Client will sign off that the system is 100% to its satisfaction and the final invoice will be submitted. Upon completion of installation and acceptance by client Iron Sky will supply full system documentation to included manufacturers data sheets, operating manuals and "as built" system diagrams in .PDF or AutoCAD format.

System Training

Iron Sky will provide one (1), four-hour training session to train up to ten (10) City of Dunwoody personnel as trainers using a "train the trainer" model. The training includes system operation procedures and maintenance information for all system components. The City of Dunwoody will designate three of those users as system administrators to undergo more extensive training. Training of all users will occur on one day to be determined by the City of Dunwoody once the system has been installed.

Additional technical training will be coordinated, as needed, through the local account manager.

Iron Sky Inc.	
Signed:	
Name:	
Title:	
Date:	

AGREEMENT BETWEEN THE CITY OF DUNWOODY AND IRON SKY, INC.

This Agreement (the "Agreement") is made this	day of	, 2013,
by and between Iron Sky, Inc. (hereinafter referred to	as "Company"),	and the City of
Dunwoody, Georgia ("Dunwoody").		

WITNESSETH:

WHEREAS, Company is engaged in the business of providing the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for; and

WHEREAS, the City of Dunwoody solicited competitive sealed proposals for RFP 13-02 Public Safety Video Surveillance Project for the Dunwoody Police Department for the consideration herein mentioned and under the provision of the Scope Work required by the Specifications to furnish all equipment, tools, materials, skill and labor of every description necessary to carry out and complete in a good, firm and substantial and workmanlike manner, the work specified, in strict conformity with drawings and specifications, together with the foregoing proposal made by the Contractor, the Advertisement, the Instructions to Bidders, General Conditions, and this Contract, shall all form essential parts of this Contract. Unless otherwise specified all work shall be completed in accordance with all pertinent Americans with Disabilities Act standards. Any variations to the above specified details and specifications will be approved by the Dunwoody Police Chief or his representative. The Request for Proposal is referenced, attached and incorporated herein as Exhibit A; and

WHEREAS, Company is willing and able to render said services;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Services.

Company agrees to render services (the "Services") to the City of Dunwoody to furnish all specified materials or approved equivalent, equipment, and labor to complete the required construction as described in its entirety to the specifications as directed and the terms of this contract including all incidentals as directed by the City of Dunwoody Police Chief or his representative or as set forth in Exhibit "A" specifically as detailed in the Scope of Services. Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. Compensation.

- a. <u>Fee</u>. In consideration for Services, Dunwoody shall pay to Company a fee not to exceed the cost described in the Invitation, Exhibit "B," specifically marked RFP 13-02 Proposal Schedule Public Safety Video Surveillance Project, as presented in the Request for Proposal, shall not exceed \$135,750.00 for all the services and construction detailed.
- b. <u>Manner of Payment The</u> City agrees to pay said invoices within thirty (30) days of receiving same. As the City is a local government entity and thus exempt from sales taxation, notwithstanding the terms of the proposal, Company acknowledges that the City shall not be responsible for payment of any sales taxes on any invoices submitted for the services provided under this Agreement.

3. Relationship of Parties.

- a. <u>Independent Contractors</u>. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Dunwoody and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Dunwoody and Company. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.
- b. <u>Employee Benefits</u>. Company shall not be eligible for any benefit available to employees of Dunwoody including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- c. <u>Payroll Taxes</u>. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Dunwoody.

4. Term

This Agreement shall be effective upon its execution (the "Effective Date") shall terminate at the time of the completion of the project as described in the Proposal, but in any event no later than December 31, 2013. If the Project has not been completed by December 31, 2013, this Agreement shall automatically renew for an additional one-year or part of the year necessary to conclude the project unless the City of Dunwoody chooses to terminate this Agreement pursuant to the provisions of this Agreement by giving written notice to Company no later than November 30, 2013.

5. Termination For Cause and For Convenience.

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- If Dunwoody fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either Dunwoody or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by Dunwoody for convenience by giving Company written notice sixty (60) days prior to the effective date of termination.

6. <u>Compensation in Event of Termination.</u>

If this Agreement is terminated by Dunwoody for convenience, Company shall be exclusively limited to receiving only compensation for the pro-rata work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by Dunwoody for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination, with the exception of any costs incurred by the Company in removal of equipment and shutting down the project, which costs shall be borne by Dunwoody in the event of termination for convenience.

7. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to Dunwoody all property relating to the Services that is owned by Dunwoody.

8. Standard of Performance and Compliance with Applicable Laws.

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required

by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

9. Conflicts of Interest.

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and
- b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and
- c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

10. Proprietary Information

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Dunwoody including, but not limited to, information concerning Dunwoody, its operations, customers, citizens, business and financial condition, as well as information with respect to which Dunwoody has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

11. Insurance.

Company agrees to defend, indemnify and hold harmless the City of Dunwoody, its officers, employees and agents, to the extent allowed by applicable law, from and against any and all third party claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise, in whole or in part, out of a breach by the Indemnitor of its obligations under this Agreement. Insurance requirements are attached hereto as Exhibit "D".

12. Assignment.

Company shall not assign this Agreement without the prior express written consent of Dunwoody. Any attempted assignment by Company without the prior express written approval of Dunwoody shall at Dunwoody's sole option terminate this Agreement without any notice to Company of such termination.

13. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to the City:

City Manager Dunwoody City Hall 41 Perimeter Center East Suite 250 Dunwoody, Georgia 30346

With copies to:

City Clerk Dunwoody City Hall 41 Perimeter Center East Suite 250 Dunwoody, Georgia 30346

If to the Company:

Iron Sky, Inc. Attn: Bob Carter, General Manager 102 Mockingbird Lane Decatur, Georgia 30346

14. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

15. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. Severability.

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

17. <u>Entire Agreement</u>. This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the Company's Proposal in full and is referenced in Exhibit A. In case of conflict between any term of the Company's Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representatives.

CITY OF DUNWOODY, GEORGIA

By: Michael G. Davis Title: Mayor Approved as to form: City Attorney Attest: City Clerk

By:	Marfred string 7.
Title:	President
Date of Execut	tion July 3, 2013





41 Perimeter Center East, Suite 250 Dunwoody, Georgia 30346 P (678) 382-6700 F (678) 382-6701 dunwoodyga.gov

<u>MEMORANDUM</u>

To: Mayor and City Council

From: Warren Hutmacher, City Manager

Date: July 22, 2013

Subject: Consumption of Alcohol for Special Events

BACKGROUND

Per Councilman Shortal's request, staff has researched the issue of allowing for adults over the age of 21 to consume alcohol in a city park during a city sponsored special event.

ANALYSIS

The Code of Ordinances allows for the sale of alcohol on city property with a license and a special permit but does not allow for the consumption of alcohol not purchased on site from a vendor with a license and a special permit.

A code amendment to Chapter 25 would allow for adults over the age of 21 to bring alcohol to the park and consume it on park property during a city sponsored or co-sponsored special event. This would allow for patrons to bring their own alcohol to events such as Food Truck Thursdays and other city sponsored or co-sponsored events throughout the year.

RECOMMENDATION

Staff recommends that if a change is made to the code to allow for consumption of alcohol in city parks that it be limited to only special events sponsored or co-sponsored by the City.

ORDINANCE 2013-XX-XX

AN ORDINANCE AMENDING CHAPTER 25, PARKS AND RECREATION, ARTICLE II (USE OF RECREATIONAL FACILITIES), TO REVISE PROHIBITION CONCERNING ALCOHOLIC BEVERAGES ON PARK PROPERTY

- WHEREAS, the Mayor and City Council of the City of Dunwoody are charged with preserving the health, safety and welfare of the citizens of the City; and
- WHEREAS, the City's current Parks Ordinance prohibits possession of alcoholic beverages on park property unless otherwise part of a permitted special event; and
- WHEREAS, the Mayor and City Council desire to allow patrons of the parks to possess alcoholic beverages during events sponsored by the City.

THEREFORE, Mayor and City Council of the City of Dunwoody hereby ordain as follows:

<u>Section 1</u>: Chapter 25, Article II of the City of Dunwoody Code is hereby amended by revising Section 25-32 ("Possession, Use or Consumption of Alcoholic Beverages") to read as follows:

Sec. 25-32. Possession, Use or Consumption of Alcoholic Beverages

It shall be unlawful for any person to possess, use, consume or be under the influence of any alcoholic beverage in a recreation facility, other than during a permitted rental event, or permitted special event, a special event sponsored or co-sponsored by the City of Dunwoody (unless the Mayor and Council determine otherwise) or as otherwise permitted under this Code.

<u>Section 2:</u> This Ordinance shall become effective immediately upon its adoption by the City Council, and incorporated into the Code of the City of Dunwoody, Georgia. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this day of	, 2013.
	Approved:
	Michael G. Davis, Mayor
	Who had S. Davis, Wayor

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2013-XX-XX

ATTEST:	Approved as to Form and Content:
Sharon Lowery, City Clerk (Seal)	City Attorney



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MEMORANDUM

To: Mayor and City Council

From: Steven J. Dush, AICP

Community Development Director

Date: July 22, 2013

Subject: Discretionary Land Use Application Moratorium

ITEM DESCRIPTION

The zoning code rewrite project, after 18 months of extensive public outreach and work, is going through the public hearing process with an anticipated adoption in August of 2013 and an effective date 30 days later. This project helps implement the comprehensive planning that the residents of Dunwoody have envisioned to plan their community. In order to advance those community visions, the proposed zoning and development regulations contain some modifications from the existing standards and discretionary uses. Without a moratorium, any applications submitted prior to the effective date of the ordinances are not subject to the new requirements. While some moratoria are far reaching and include all development activities, the proposed moratorium is very narrow in scope. Therefore, to achieve the public purpose of forwarding the community visions as set forth in the comprehensive plan, staff finds it prudent, and recommends that the City Council enact a moratorium on discretionary land use applications, ie Zone Changes or Special Land Use Permits (SLUPS) or any amendments to existing Zoning and SLUPS for 90 days or from the effective date of the proposed land use and zoning regulations, whichever is less.

RECOMMENDED ACTION

Staff recommends Mayor and City Council adopt the resolution.

A RESOLUTION IMPOSING WITHIN THE CITY OF DUNWOODY, GEORGIA, A MORATORIUM OF NINETY (90) DAYS (UNLESS SOONER TERMINATED) UPON APPLICATIONS FOR AND ISSUANCE OF REZONINGS AND SPECIAL LAND USE PERMITS IN THE CITY OF DUNWODY IN ORDER TO ALLOW FOR THE CONSIDERATION, REVIEW AND ADOPTION OF REVISIONS TO SAID PROVISIONS OF THE ZONING ORDINANCE.

- **WHEREAS,** the City of Dunwoody is charged with preserving the health, safety and welfare of the citizens of the City; and
- WHEREAS, the City of Dunwoody has an adopted Zoning Ordinance that provides process for, among others, obtaining rezoning of land, including a change in conditions that constitutes a zoning decision of the Mayor and City Council, and obtaining a Special Land Use Permit (SLUP) for such uses as require it in the established zoning districts; and
- **WHEREAS,** the City is currently undertaking the process of rewriting provisions of the Zoning Ordinance, including provisions for rezoning and SLUPs which would potentially include different substantive and procedural provisions for acquisitions of same; and
- WHEREAS, the Mayor and City Council, in order to provide for a uniform process for future rezoning and SLUP acquisitions, desire to review potential changes and revise same in accordance with the Future Development Map, Comprehensive Plan and various area Master Plan, prior to their implementation and adoption as anticipated; and
- **WHEREAS,** a reasonable amount of time is necessary in order to accomplish the aforesaid actions; and
- WHEREAS, in order to provide for the uniform administration of the City's zoning laws, the Mayor and City Council find it is necessary to place a moratorium on applications for and issuance of rezoning and SLUPs until the Mayor and Council can review and adopt the revised provisions; and
- **WHEREAS,** the failure to allow for such review and orderly adoption would create confusion between the currently existing process and the proposed revised process depending on when such application is submitted into the process; and
- **WHEREAS,** the Mayor and City Council find that a ninety (90) day period of time to conduct review of said provisions and adoption of the necessary revisions is a reasonable period of time.

STATE OF GEORGIA CITY OF DUNWOODY

RESOLUTION 2013-XX-XX

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Dunwoody, Georgia as follows:

- 1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution; and
- 2. During the period of the within moratorium the Mayor and Council shall consider the proposed revisions to the City of Dunwoody Zoning Ordinance, including the rezoning and SLUP provisions, and adopt the final rewrite of same; and
- 3. During the period of the within moratorium no applications for a rezoning or SLUP shall be submitted or accepted by the City and no such applications for rezoning or SLUP that were not already filed at the time of this Resolution's adoption shall be reviewed, discussed or adopted by the Mayor and City Council; and
- 4. During the period of the within moratorium, the Mayor and Council shall adopt the revisions to the City of Dunwoody Zoning Ordinance; and
- 5. This Moratorium covers any application for rezoning, change in zoning conditions and SLUPs sought to be filed at any time after enactment and adoption of this Resolution; and
- 6. The within moratorium shall begin upon adoption of this Resolution by the Mayor and City Council of the City of Dunwoody and shall end upon ninety (90) days' expiration therefrom, unless sooner terminated by resolution of the Mayor and Council; and
- 7. In the event that any one or more of the provisions contained in this Resolution or Moratorium shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision of this resolution or moratorium but this resolution and moratorium shall be construed as if such invalid, illegal, or unenforceable provision has never been contained herein.
- 8. The within resolution and moratorium shall become effective upon its adoption.

SO RESOLVED AND EFFECTIVE, this the	e day of, 2013.
	Approved:
	Michael G. Davis, Mayor

Page 2 of 3

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RESOLUTION 2013-XX-XX

ATTEST:
Sharon Lowery, City Clerk



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MEMORANDUM

To: Mayor and City Council

From: Mike Davis, Mayor

Date: July 22, 2013

Subject: Appointment of Member to Serve on the Dunwoody Audit

Committee

ITEM DESCRIPTION

Appointment of member to serve on the Dunwoody Audit Committee.

BACKGROUND

Due to a recent resignation of a committee member, the Dunwoody Audit Committee has a vacancy. C.J. Schneller has attended many Audit Committee meetings as a citizen and has requested to participate as a committee member. His background and his desire to serve make him a qualified candidate.

RECOMMENDED ACTION

As required by the Audit Committee Policy, I respectfully request your consent to the appointment of C.J. Schneller to the Dunwoody Audit Committee for a four year term expiring July 232, 2013.

Professional Experience

Teradata, Johns Creek, GA Enterprise Risk and Assurance Services – Manager

December 2009 to Present

- Facilitated the improvement of business operations through various projects by:
 - Developing a tailored approach for each project and obtaining management support prior to execution
 - Conducting procedures to identify observations and process improvement opportunities
 - Communicating findings and recommendations to management and assisting with the development of an action plan to address each observation
- Supported the department in its transformation from a traditional regulatory-focused audit department to a risk
 and advisory based group by contributing to the development of the rebranding strategy, designing client-facing
 documents, and developing external communication protocols
- Helped to advance the department by creating or improving internal processes and procedures including:
 - Implementing data analytics to increase risk coverage and reduce time and cost related to individual audits
 - Creating a process to track, report, and monitor estimated and actual project hours and expenses
 - Developing progress tracking tools and web-based data collaboration sites to aid in managing complex, international projects
 - Enhancing the process to monitor, close, and communicate the closure of audit issues
- Managed multiple projects including business unit audits and global process reviews to identify strategic, operational, and regulatory risks and to assess the processes and controls in place to mitigate those risks
- Identified indicators of fraudulent activity, led investigations to determine the impact of fraudulent activity, and reported findings and recommendations directly to the Ethics and Compliance Officer
- Communicated audit findings and recommendations directly to executive members of management in the form of verbal presentations and written reports
- Experienced in managing multiple employees including internal employees, outsourced staff, and subject matter professionals in a project based environment and within the structure of a matrix organization
 - Responsible for managing a \$500K annual budget for external resources and travel expenses
 - Trained and developed domestic and international staff and senior auditors by providing feedback and performance improvement recommendations through goal setting exercises, project evaluations, and annual performance evaluations
- Partnered with process owners during global process reviews to:
 - Evaluate company practices against leading industry practices
 - Provide strategic and operational improvement recommendations related to areas such as organizational design, management philosophy, and cost reduction

KPMG, Atlanta, GA Risk Advisory Services – Senior Consultant Internship

January 2006 to December 2009 May 2005 to August 2005

- Performed various projects including internal audits, SOX implementations, IPO preparations, operational process reviews, and IFRS conversion impact analyses for clients in a wide variety of industries including banking, healthcare, technology, and manufacturing
- Assumed a lead role on a project management team for a FAS 166 / FAS 167 implementation project at a multibillion dollar government sponsored entity
 - Identified process changes and impacts related to the newly revised accounting standards
 - Developed business requirements to assist in building a long term solution for internal reporting
 - Facilitated the enhancement and creation of end-user computing tools to meet business requirements
 - Performed user-acceptance testing to validate new and enhanced end-user computing tools
- Created internal audit reports to communicate key observations and recommendations to management
- · Performed project management functions including budgeting, issue tracking, and progress reporting
- Led staff in planning, executing, and communicating results of SOX, JSOX, and internal audit projects

Education

Louisiana State University, Baton Rouge, LA

December 2005

- Bachelor of Science Finance Major
- Concentration in Internal Audit



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<u>MEMORANDUM</u>

To: Mayor and City Council

From: Warren Hutmacher, City Manager

Date: July 22, 2013

Subject: Fire Marshal Plan Review, Inspections, and Associated Fees

ITEM DESCRIPTION

Staff recommends augmenting the County's existing fire marshal services to improve customer service and economic health by completing life safety and fire-related plan reviews and inspections in house for fees identical to DeKalb's existing fees.

BACKGROUND

Since incorporation, Fire Marshal services (such as fire safety inspections and plan reviews) have been provided by DeKalb County through an Intergovernmental Agreement for fire services. State law, specifically O.C.G.A. § 25-2-13, allows for the City to offer augmented services.

Over the past year, the time needed to perform life safety and fire-related plan review functions by DeKalb County's Fire Marshal Office has steadily increased from roughly 30 days to approximately 7-8 weeks. Although the City continues to complete more than 95% of its building and land development plan reviews within two weeks, we cannot issue building permits until any required Fire Marshal reviews are also completed. The delays in life safety and fire-related plan review are negatively impacting both the level of customer service the City can provide as well as the economic development activity within the City.

In an effort to address the delays associated with plan review functions, staff is proposing to augment the life safety and fire-related plan review and associated fire safety inspection services. The attached letter dated July 10, 2013 to DeKalb County Executive Assistant and Chief Operating Officer, Zach Williams, provides notice of the City's intent to provide life safety and fire-related plan review and inspection services. Staff finds that offering these services will enhance our customer service and aid in our community's economic health without negatively impacting our existing processes for plan review and inspections.

There are no anticipated direct costs to the City. Staff recommends adopting fees identical to those currently charged by DeKalb for those services. Our Community Development contractor, Clark Patterson Lee, would retain the fees for services to pay for the staff needed to complete the reviews and inspections. If an applicant choses to use the City's services, the fees will be paid by the individuals using the services. If an applicant choses to continue to use DeKalb, they would pay the fees to DeKalb and receive service from DeKalb.

RECOMMENDATION

Staff recommends adopting fees for Fire Marshal life safety inspections and plan review equal to DeKalb County's current fees for these services. As stated above, there are no anticipated direct costs to the City.



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July 10, 2013

Mr. Zach Williams
Executive Assistant and Chief Operating Officer
DeKalb County Government
330 W. Ponce de Leon Avenue, 6th Floor
Decatur, GA 30030

Re:

Fire Marshal Services

Dear Mr. Williams:

The City of Dunwoody is pleased to share some positive news with DeKalb County. As you know, the backlog of plan reviews for new development projects being reviewed by the Fire Marshal's office has been a concern for both of us. We have identified a solution that will be beneficial to DeKalb County and the City of Dunwoody. More importantly, this concept will allow us to better serve the development community and the constituents that reside within both of our jurisdictions.

The Dunwoody Community Development Department has the staff with proper certifications and experience to complete the life safety and accessibility plan reviews (and inspections) that are necessary for building renovations and new construction. As such, we will offer these as an optional services to those customers in Dunwoody that would choose to have our staff complete these reviews and inspections. This solution would not impact annual safety inspections or arson investigations that would continue to be provided by DeKalb County.

As Fire Services are currently a DeKalb County responsibility in our service delivery agreements, we wish to offer these enhanced services. As such, we are notifying the County of this solution for improved services. We believe that execution of this idea will provide some relief to the DeKalb County workload, while we can maintain a high level of quality reviews, inspections and customer service to our development community. Our hope is that by taking on this responsibility, the workload for the County will decrease and any backlogs or delays in approving plans will be reduced for both Dunwoody and unincorporated residents.

Please let me know if you have any questions. We anticipate starting to offer this service in the next few weeks, once the City Council has adopted the fee schedule for these inspections. The resolution to adopt fees is on our agenda for July 22, 2013. Our intent is to offer the plan reviews and corresponding inspections at the same cost as the County currently charges.

Sincerely,

Warren Hutmacher City Manager

Cc: Mayor and City Council

Michael G. Davis Mayor

Denis Shortal City Council Post 1 Adrian Bonser City Council Post 2 Doug R. Thompson City Council Post 3 Terry Nall City Council Post 4 Lynn Deutsch City Council Post 5 John Heneghan City Council Post 6

STATE OF GEORGIA CITY OF DUNWOODY

RESOLUTION 2013-07-XX

A RESOLUTION ADOPTING AND APPROVING FEE SCHEDULE FOR FIRE MARSHAL LIFE SAFETY INSPECTIONS AND PLAN REVIEW

- **WHEREAS,** the City of Dunwoody is charged with preserving the health, safety and welfare of the citizens of the City; and
- WHEREAS, in order to provide for expedient services for life safety inspections and plan review to the citizens of the City during development, construction and other permitting processes requiring Fire Marshal review and/or inspection, the City is offering supplemental parallel services from an in-house Fire Marshal to perform life safety inspections and plan review; and
- **WHEREAS,** in order to provide for service comparable to one provided by the DeKalb County Fire Marshal, the Mayor and City Council wish to adopt comparable fee structure for the performance of said services.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the City of Dunwoody, that the following is adopted as the City's Fire Marshal Fee Schedule for Life Safety inspections and Plan Review:

FIRE MARSHAL'S F	EE SCHEDULE – CITY OF DUNW	OODY
Plan Review Type		Fee Amount
Site Plan Review		
Initial Review		\$100
1 st Resubmittal Review		\$50
Each Additional Review		\$150
	< than 12,000 sq. ft.	> than 12,000 sq. ft.
Life Safety/Accessibility:		
Initial Review	\$100	\$100
1 st Resubmittal Review	\$50	\$50
Each Additional Review	\$150	\$150
Alarm/Detection System		
Initial Review	\$100	\$150
1 st Resubmittal Review	\$50	\$75
Each Additional Review	\$150	\$200
Automatic Sprinkler System		
Initial Review	\$100	\$150
1 st Resubmittal Review	\$50	\$75
Each Additional Review	\$150	\$200
Fire line		
Initial Review	\$100	\$150
1 st Resubmittal Review	\$50	\$75

STATE OF GEORGIA CITY OF DUNWOODY

RESOLUTION 2013-07-XX

Each Additional Review	\$150	\$200
Hood Suppression System		
Initial Review		\$100
1 st Resubmittal Review		\$50
Each Additional Review		\$150
CONSTRUCTION PERMIT INSPECTIONS		Fee Amount
50%-80%-100% Any Construction without deficiencies	3	\$100
Follow-up inspections from non-compliance		
1 st Re-inspection		\$50
2 nd and all additional inspections		\$100

SO RESOLVED AND EFFECTIVE, this the 22^{nd} day of July, 2013.

	Approved:
Attest:	Michael G. Davis, Mayor
Sharon Lowery, City Clerk	
Seal	