

City of Dunwoody
August 14, 2023
City Council Meeting Minutes

The City Council of the City of Dunwoody held a meeting on August 14, 2023 at 6:00 PM. The meeting was held in the City of Dunwoody City Hall, Dunwoody Hall, 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338. Present for the meeting were the following:

Voting Members: Lynn Deutsch, Mayor
Stacey Harris, Council Member
John Heneghan, Council Member
Tom Lambert, Council Member
Catherine Lautenbacher, Council Member
Rob Price, Council Member
Joe Secorder, Council Member

Also Present: Eric Linton, City Manager
Jay Vinicki, Assistant City Manager
Ken Bernard, City Attorney
Sharon Lowery, City Clerk
Billy Grogan, Chief of Police
Jessica Holmes, Deputy City Clerk
Richard Platto, Finance Director
Delisha Robinson, Assistant Finance Director
Richard McLeod, Community Development Director
Paul Leonhardt, Deputy Community Deputy Director
Jennifer Boettcher, Communications Director
Madalyn Smith, Senior Planner
Brent Walker, Parks and Recreation Director
Rachel Waldron, Recreation Supervisor
Eric Shealy, Records Clerk
Uche Ogbuka, I.T. Specialist

CALL TO ORDER

Mayor Deutsch called the meeting to order. All members were in attendance.

INVOCATION (Rob Price)

Council Member Price provided the invocation.

PLEDGE OF ALLEGIANCE (Rob Price)

Council Member Price led the Pledge of Allegiance.

PUBLIC COMMENTS - Public Comment allows the City Council the opportunity to listen to the public (3 minutes per speaker/30 minutes total).

Nathan Sparks spoke on behalf of the Sustainability Committee regarding their request for the city to fund the Chattahoochee River Keepers stream testing program. Mr. Sparks said he emailed City Council on Friday about the River Keepers and the \$14,000.00 the Sustainability Committee is requesting the city fund each year for the program.

Larry Heiman asked City Council to take action on several items in the Dunwoody Sustainability Plan that was adopted in 2021. He said they are asking that the city have a contractor come in and perform an energy audit on city buildings, support renewable energy, particularly with respect to installing solar panels on city buildings. Mr. Heiman said he sent a letter to City Council on behalf of the Sustainability Committee recommending City Council direct city administration to take action on these items.

REPORTS AND PRESENTATIONS

1. Recognition of Chief Billy Grogan as "Outstanding Police Chief of the Year"

Mayor Deutsch recognized Chief Billy Grogan's recent award of Outstanding Chief of Police for the State of Georgia. She said the community is better because he is here. She said we have learned how important education and training is for our police officers. Mayor Deutsch said we have strong community policing and attributed Chief Grogan's calm approach to situations and his ability to see the big picture in keeping the city strong in public safety. She told Chief Grogan that the City Council appreciates his and the police department's service.

Chief Grogan thanked Mayor Deutsch and City Council for their support. He said he gets to lead a great department, what he considers the best in the state. He said they have a supportive community and the support of the Mayor, City Council, and City

Manager. Chief Grogan said they work as a team and support each other.

2. City Manager's Report (Eric Linton)

City Manager Eric Linton gave the City Manager's monthly report and answered questions of City Council.

CONSENT AGENDA

Council Member Heneghan motioned to approve the consent agenda. Council Member Secoder seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0

3. Approval of July 24, 2023, City Council Meeting Minutes

BUSINESS ITEMS (ACTION ITEMS)

4. SECOND READ: Review and Consideration of a Text Amendment to Create Regulations for Medical Cannabis Dispensaries (ORDINANCE 2023-08-XX) (Paul Leonhardt)

The City Clerk provided the second read of the text amendment to create regulations for medical cannabis dispensaries.

Paul Leonhardt presented and said there have been no changes to the proposed text amendment since the first read. He said this is for dedicated, stand-alone medical dispensaries only.

Council Member Heneghan motioned to approve. Council Member Lambert seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0

5. SECOND READ: RZ 23-01, 4470 Chamblee Dunwoody Road: Request to Rezone 4470 Chamblee Dunwoody Road from O-I to O-D (ORDINANCE 2023-08-XX)(Madalyn Smith)

The City Clerk provided the second read of the ordinance for RZ 23-01, request to rezone 4470 Chamblee Dunwoody Road from O-I to O-D.

Madalyn Smith presented and answered questions of Council. She said there have been no changes made to the proposed ordinance since the first read. Staff recommends approval.

Council Member Price motioned to approve. Council Member Secorder seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0

6. SECOND READ: SLUP 23-01, 4470 Chamblee Dunwoody Road: Request for a Special Land Use Permit to Increase the Maximum Allowed Height to 4-Stories (ORDINANCE 2023-08-XX) (Madalyn Smith)

The City Clerk provided the second read of the ordinance for SLUP 23-01, request for a Special Land Use Permit to increase the maximum allowed height to 4-stories for 4470 Chamblee Dunwoody Road.

Council Member Harris motioned to approve. Council Member Price seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0

DISCUSSION ITEMS

7. Contract Award for Installation of Holiday Lights at Brook Run Park (Brent Walker)

Brent Walker presented the contract for installation of holiday lights at Brook Run Park. The them for this year's display is a ski village design.

Council asked that a maintenance plan be put in place so that the display is checked and things are fixed, such as bulbs that are out. A suggestion was made for a maintenance plan whereby someone walks the entire display around 5:30 p.m. each evening and takes care of any maintenance issues.

8. Contract Award for Installation of Shade Structures for Brook Run Park Baseball Fields (Brent Walker)

Brent Walker presented the contract for installation of shade structures for Brook Run Park baseball fields. He said Dunwoody Senior Baseball has offered to donate \$47,516 for the project. a

monetary donation to the city to go toward the cost of the shade structures. The cost of the project is \$95, 033., plus a 10% contingency.

9. MARTA Agreement (Richard McLeod)

Richard McLeod presented a proposed bus shelter agreement from MARTA. Mr. McLeod said staff and legal had concerns regarding a third-party contractor and with the location of the shelters.

Council asked staff to look at the cost of adding trash receptacles at the bus shelters, the cost for the city to put in its own bus shelters, looking at the revenue the city has received from the shelters year by year beginning in 2016, and looking at the ridership from the shelters. They also favored public art on the shelters instead of ads.

10. SPLOST Discussion (J. Jay Vinicki)

Mayor Deutsch provided background on the SPLOST discussions to date. She said Chamblee will not support a 6-year SPLOST.

Jay Vinicki presented the categories and percentages for the SPLOST. He said staff recommends Option #3, with a slight change to reflect a 5-year SPLOST. He said that option allows the city to keep the Transportation Plan and Police and add Parks & Greenspace and leaves a small portion for maintenance. Mr. Vinicki answered questions of City Council.

Staff was asked to ensure that Repairs and Parks don't need to be tweaked. Council favored Option #3.

PUBLIC COMMENTS - Public Comment allows the City Council the opportunity to listen to the public (3 minutes per speaker).

Nathan Sparks commented that there is a better shade canopy that can be put in at the ballfields and that is planting trees in that location. He said the city can spend its money more wisely.

CITY MANAGER COMMENTS

Mr. Linton said Council would need an executive session for the purpose of personnel discussion.

COUNCIL COMMENTS

Council Member Lautenbacher wished Council Member Price a Happy Birthday.

Council Member Price said the Sustainability Committee has very reasonable asks and he hopes they can be discussed.

Mayor Deutsch thanked Parks and Recreation for the Groovin' on the Green concert on Saturday night, noting that the rain delay was unfortunate.

EXECUTIVE SESSION

Council Member Harris motioned to enter executive session. Council Member Price seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0

ADJOURN

Council Member Lambert motioned to adjourn. Council Member Price seconded.

Passed: For: 7; Against: 0; Abstain: 0; Absent: 0



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council
From: Michael Smith, Public Works Director
Date: August 28, 2023
Subject: **Approval of a Contract with DeNyse Companies for Gateway Sign Construction**

ACTION

Staff requests authorization for the Mayor, City Manager, or designee to execute all documents necessary and proper for a construction contract with DeNyse Companies, Inc. in the amount of \$1,035,316 for gateway sign construction at 16 locations and to amend the Budget as detailed in this Memo.

SUMMARY

Discover Dunwoody hired TSW in 2019 to develop plans for gateway and wayfinding signage throughout the city. In December 2020, the City Council approved the plan and sign design concepts (see attached) and, in 2022, allocated \$500,000 in American Rescue Plan Act (ARPA) funds towards sign design and installation.

TSW completed the final construction plans earlier this year and the city issued an Invitation to Bid (ITB 23-04) for a contractor to fabricate and install signs at 16 locations (see attached map). A single bid was submitted, possibly due to the specialized nature of the work. The bid submitted by DeNyse Companies, Inc. provides a cost for each sign location and totals \$1,035,315.69 for all 16 locations, which is below the architect’s estimate.

DETAILS

The sign styles and locations were developed by TSW in 2020 through a collaborative process involving Discover Dunwoody, the Perimeter Community Improvement District (PCID) and the City Council. The chosen design consists of a mix of horizontal and vertical monument signs with granite veneer bases and “Dunwoody” spelled out in letters constructed of stainless steel and translucent acrylic panels that are internally lit. The 16 proposed sign locations cover all of the major entrances to the city. At the Perimeter Center Parkway location, the letters will be attached to an existing retaining wall bordering the road.

The total construction cost including a small contingency is projected to be \$1.17 million. Funding for this project is identified below:

Source	Project	Amount	
ARPA I	Wayfinding Signage	\$390,000	(1)
CARES II	Wayfinding Signage	\$81,868	(2)



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

General Capital Projects	Dunwoody Gateway Marker Installation	\$120,000	(3)
Outside Sources	Wayfinding Signage	\$150,000	(4)
Hotel/Motel Fund	Wayfinding Signage	\$100,000	(5)
Fund Balance within General Fund		\$328,132	(6)
Total		\$1,170,000	

Notes:

- (1) Remaining budget of the \$500,000 total approved within the ARPA I fund for Wayfinding Signage.
- (2) Closing out of several finished CARES II projects (City Supplies/Services, Dunwoody Edge City, Al Fresco Grants, and Brook Run Security Lights) and establishing a new Wayfinding Signage project within the fund.
- (3) Utilize the remaining budget available within project #21B (Dunwoody Gateway Marker Installation) in the General Capital Projects Fund.
- (4) Expected contribution from the PCID.
- (5) Utilize Hotel/Motel fund balance to establish a new Wayfinding Signage project within the fund.
- (6) Remaining amount to be funded by a one-time use of fund balance from the General Fund. Note that this will increase 2023 budgeted use of fund balance to \$836,970. However, available fund balance will still be above eight months.

DeNyse has indicated that it will take about 6 weeks to complete shop drawings for the signs and begin construction.

RECOMMENDED ACTION

Staff requests authorization for the Mayor, City Manager, or designee to execute all documents necessary and proper for a construction contract with DeNyse Companies, Inc. in the amount of \$1,035,316 for gateway sign construction at 16 locations and to amend the Budget as detailed in this Memo.

BASE BID

ITB 23-04: DUNWOODY GATEWAY SIGNS			
SITE NO.	DESCRIPTION	UNIT	COST
1	INSTALLATION-ASHFORD DUNWOODY ROAD AT I-285	Lump Sum	\$110,289.73
2	CHAMBLEE DUNWOODY ROAD AT COTILLION DRIVE	Lump Sum	\$120,976.42
3	NORTH PEACHTREE ROAD AT COTILLION DRIVE	Lump Sum	\$62,580.40
4	MOUNT VERNON ROAD AT DUNWOODY CLUB DRIVE	Lump Sum	\$45,771.44
5	ROBERTS DRIVE AT WHITEHALL	Lump Sum	\$50,913.71
6	MOUNT VERNON ROAD AT LAYFIELD DRIVE	Lump Sum	\$45,771.44
7	PERIMETER CENTER WEST AT CENTRAL PARKWAY	Lump Sum	\$53,602.44
8	HAMMOND DRIVE AT 229 PERIMETER CENTER PARKWAY	Lump Sum	\$45,771.44
9	TILLY MILL ROAD AT STONINGTON ROAD	Lump Sum	\$45,771.44
10	PERIMETER CENTER PARKWAY AT I-285	Lump Sum	\$100,067.22
11	NORTH SHALLOWFORD ROAD AT COTILLION DRIVE	Lump Sum	\$110,804.43
12	WINTERS CHAPEL ROAD AT WATER TREATMENT PLANT	Lump Sum	\$45,771.44
13	WINTERS CHAPEL ROAD AT MARSTON WAY	Lump Sum	\$49,151.03
14	DUNWOODY CLUB DRIVE AT JETT FERRY ROAD	Lump Sum	\$56,530.23
15	SPALDING DRIVE AT CHAMBLEE DUNWOODY ROAD	Lump Sum	\$45,771.44
16	HAPPY HOLLOW ROAD AT DUNWOODY CLUB DRIVE	Lump Sum	\$45,771.44
		Base Total	\$1,035,315.69

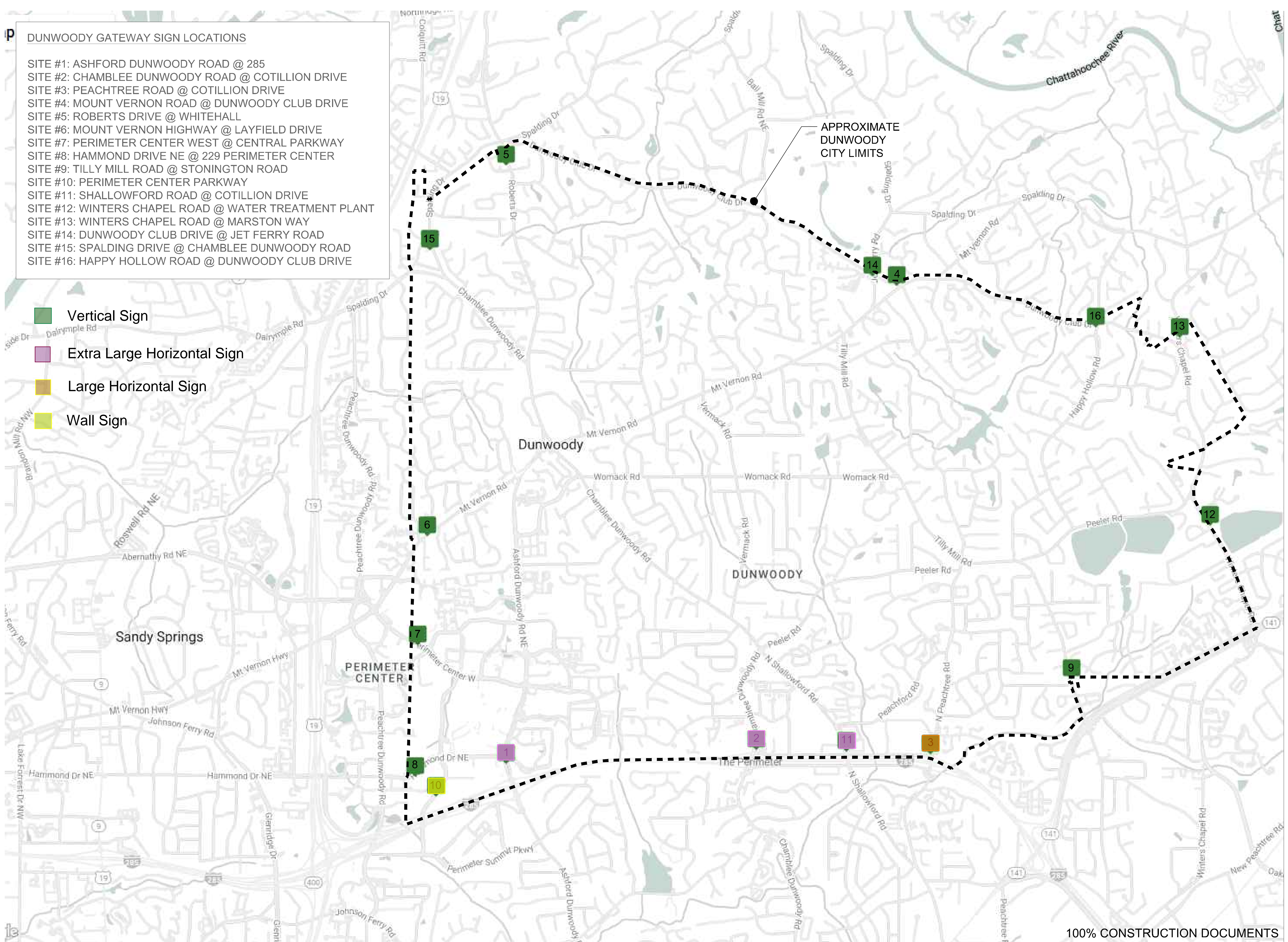
Unit Price Schedule for Unforeseen Conditions

DESCRIPTION	UNIT	UNIT COST
Undercut and dispose of unsuitable foundation soil and backfill with graded aggregate base compacted to 95% of standard proctor maximum dry density as directed by engineer	Cubic Feet	\$200.00

DUNWOODY GATEWAY SIGN LOCATIONS

- SITE #1: ASHFORD DUNWOODY ROAD @ 285
- SITE #2: CHAMBLEE DUNWOODY ROAD @ COTILLION DRIVE
- SITE #3: PEACHTREE ROAD @ COTILLION DRIVE
- SITE #4: MOUNT VERNON ROAD @ DUNWOODY CLUB DRIVE
- SITE #5: ROBERTS DRIVE @ WHITEHALL
- SITE #6: MOUNT VERNON HIGHWAY @ LAYFIELD DRIVE
- SITE #7: PERIMETER CENTER WEST @ CENTRAL PARKWAY
- SITE #8: HAMMOND DRIVE NE @ 229 PERIMETER CENTER
- SITE #9: TILLY MILL ROAD @ STONINGTON ROAD
- SITE #10: PERIMETER CENTER PARKWAY
- SITE #11: SHALLOWFORD ROAD @ COTILLION DRIVE
- SITE #12: WINTERS CHAPEL ROAD @ WATER TREATMENT PLANT
- SITE #13: WINTERS CHAPEL ROAD @ MARSTON WAY
- SITE #14: DUNWOODY CLUB DRIVE @ JET FERRY ROAD
- SITE #15: SPALDING DRIVE @ CHAMBLEE DUNWOODY ROAD
- SITE #16: HAPPY HOLLOW ROAD @ DUNWOODY CLUB DRIVE

- Vertical Sign
- Extra Large Horizontal Sign
- Large Horizontal Sign
- Wall Sign

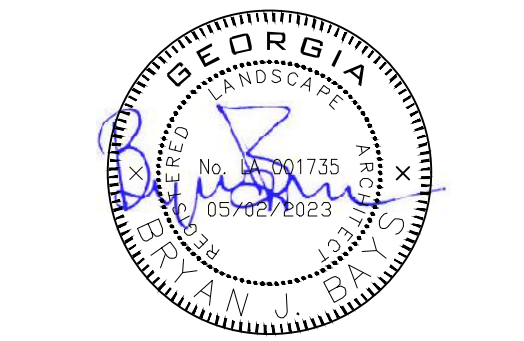


**PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE**

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.879.8720
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing is an instrument of service and is the property of TSW and may not be used in any way without the written permission of this office.



consultant

revisions

north arrow + scale

scale: NOT TO SCALE

project information

DUNWOODY GATEWAY SIGNS

project address

SEE SHEET L-2.00 FOR SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

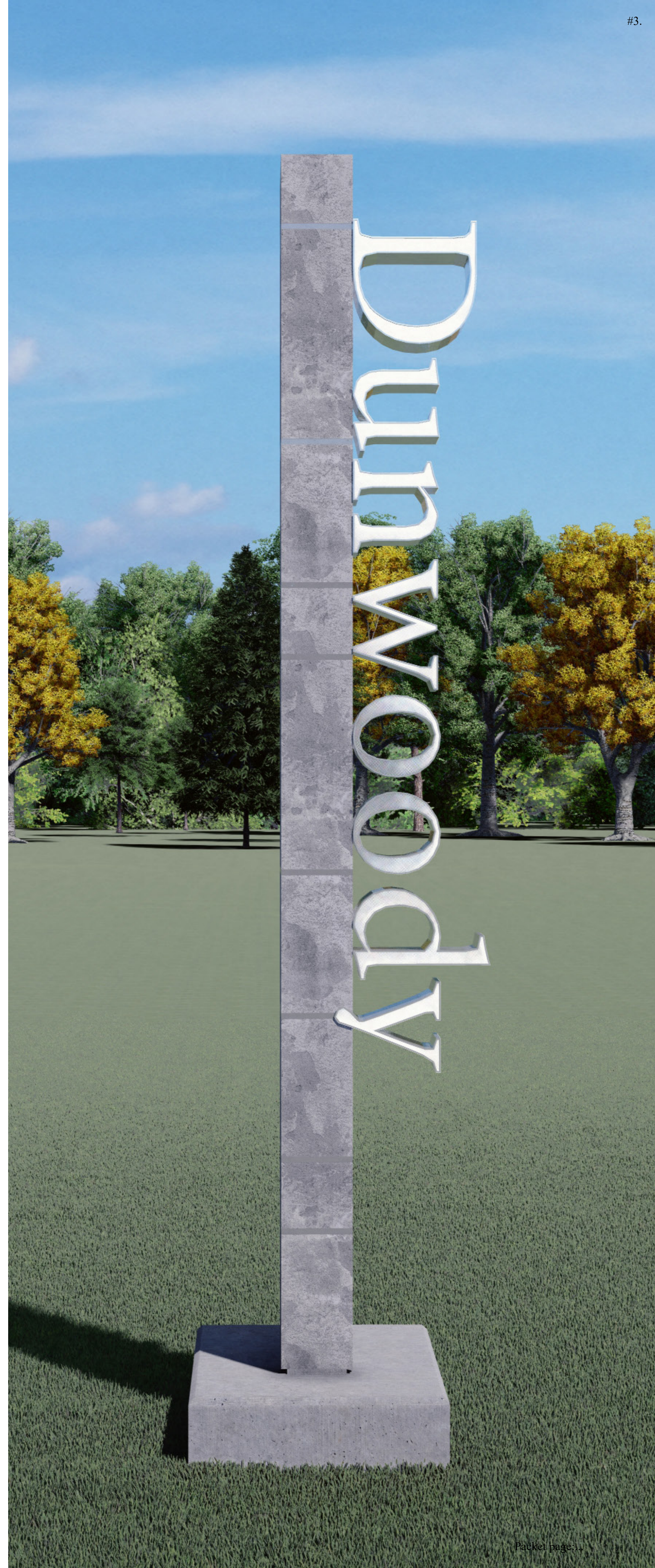
sheet title

SIGN LOCATION OVERVIEW

sheet number

L-2.00

**GATEWAY
SIGNAGE**



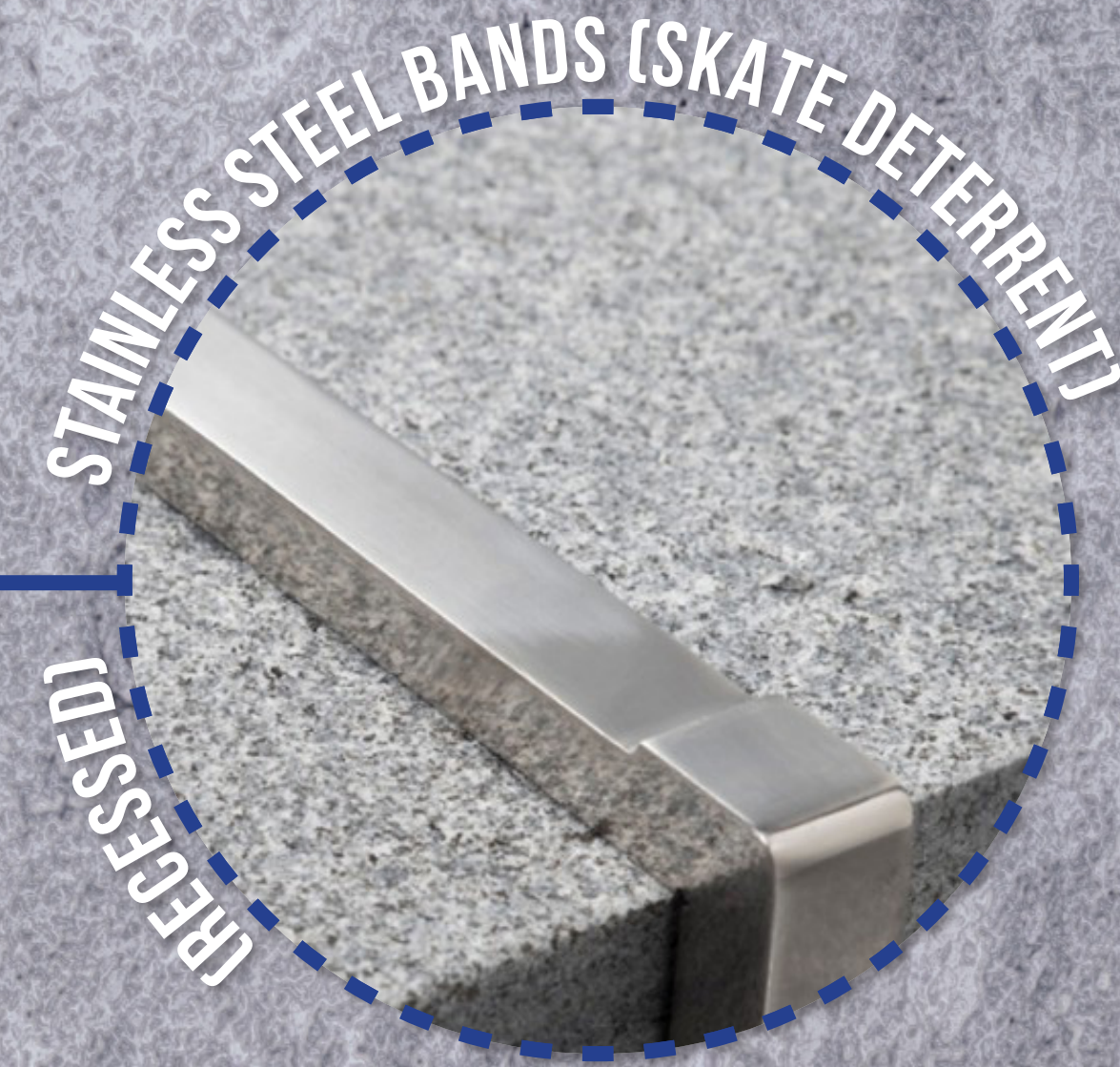
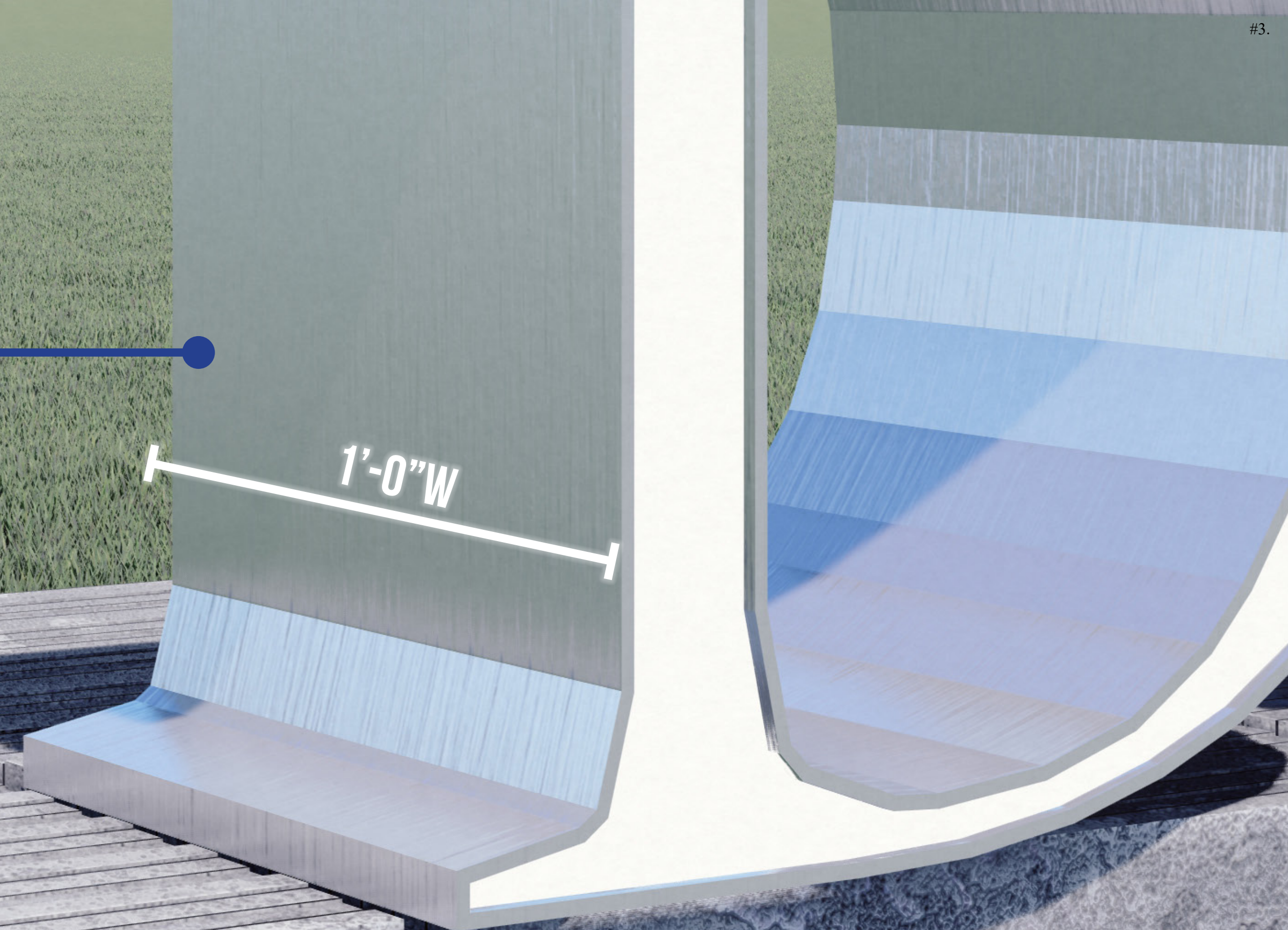
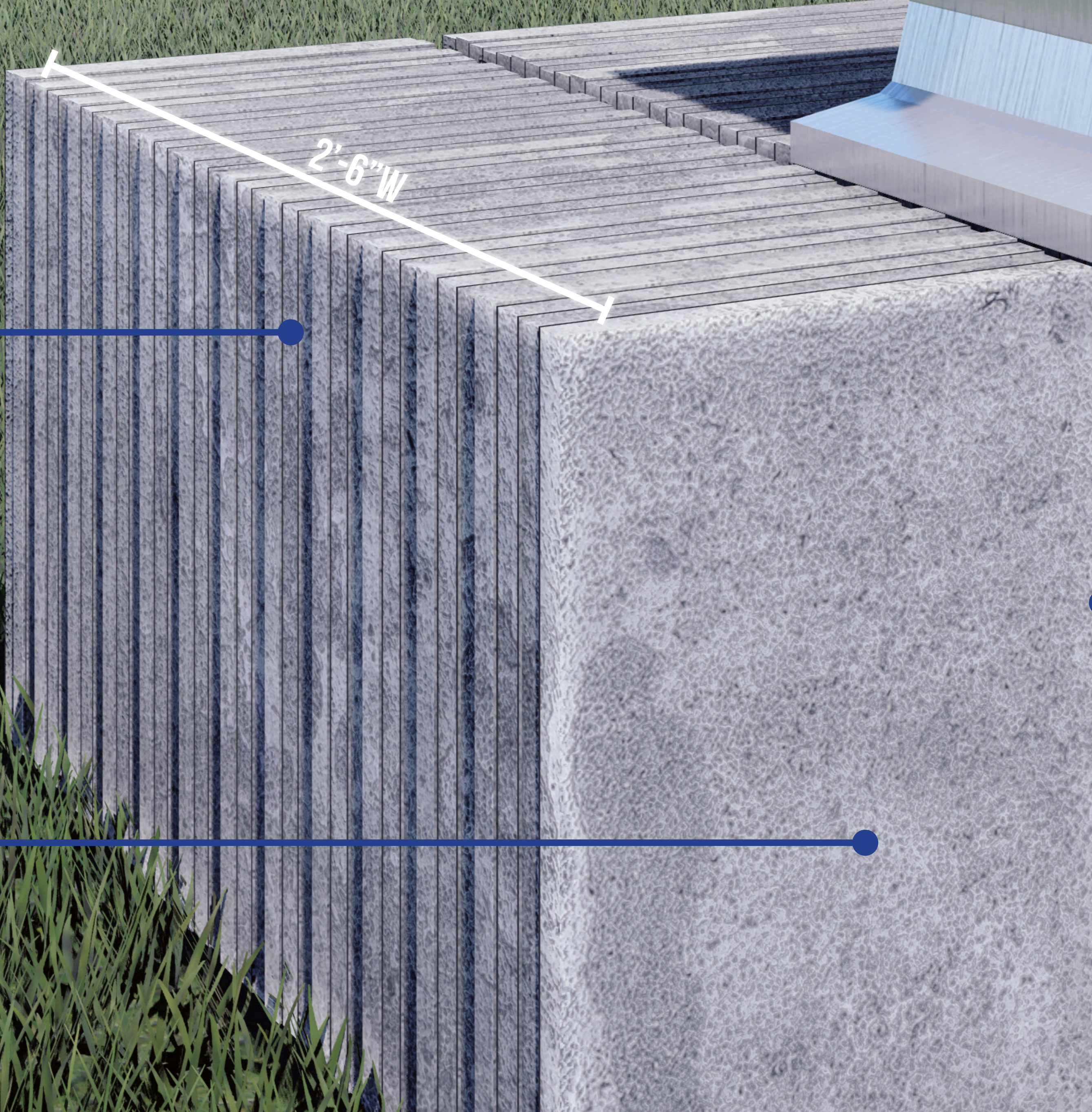
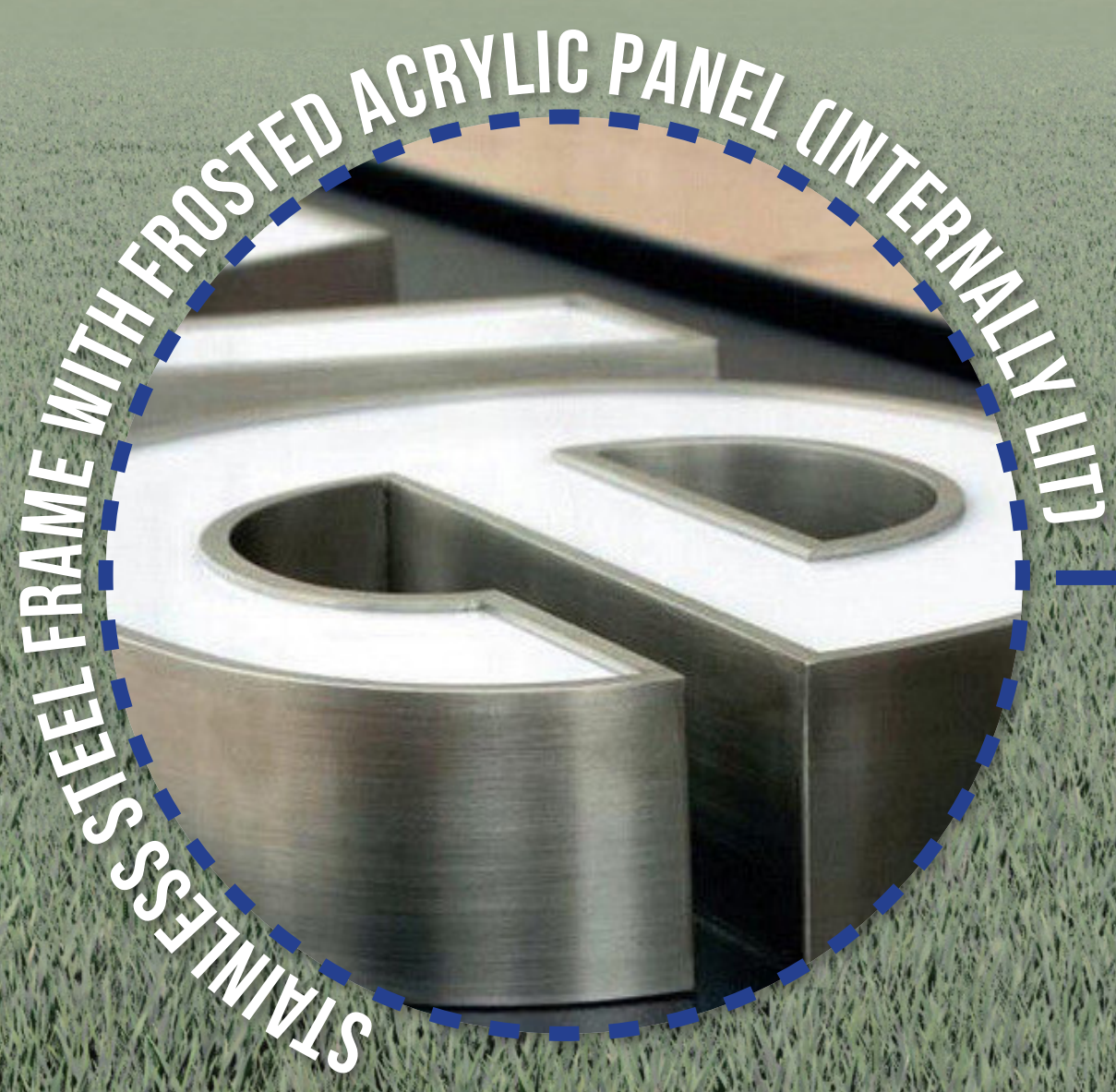
QUANTITY:
ESTIMATED COST (EACH):



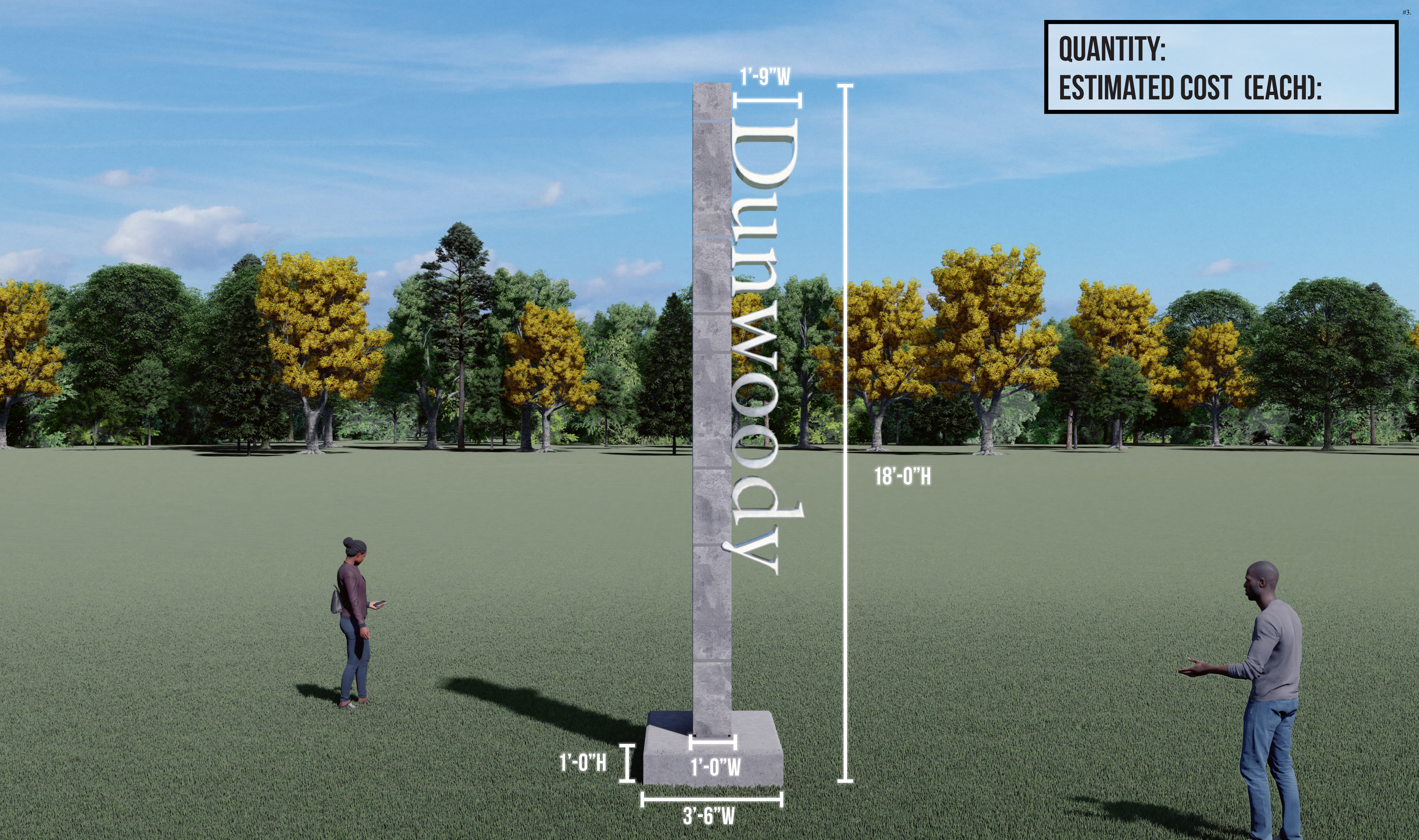
1'-10"H

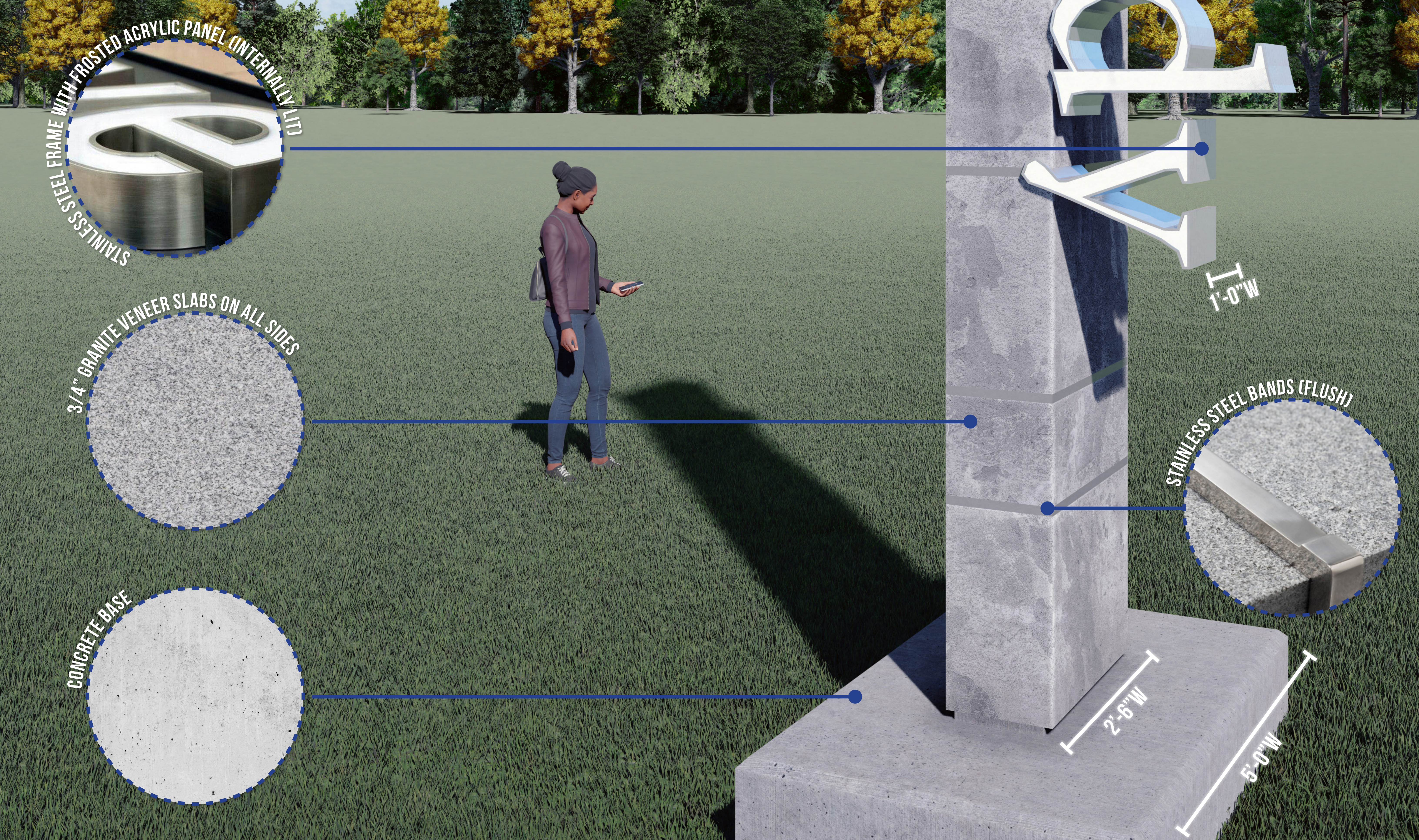
1'-6"H

18'-0"W



QUANTITY:
ESTIMATED COST (EACH):





STAINLESS STEEL FRAME WITH FROSTED ACRYLIC PANEL INTERNALLY LID

3/4" GRANITE VENEER SLABS ON ALL SIDES

CONCRETE BASE

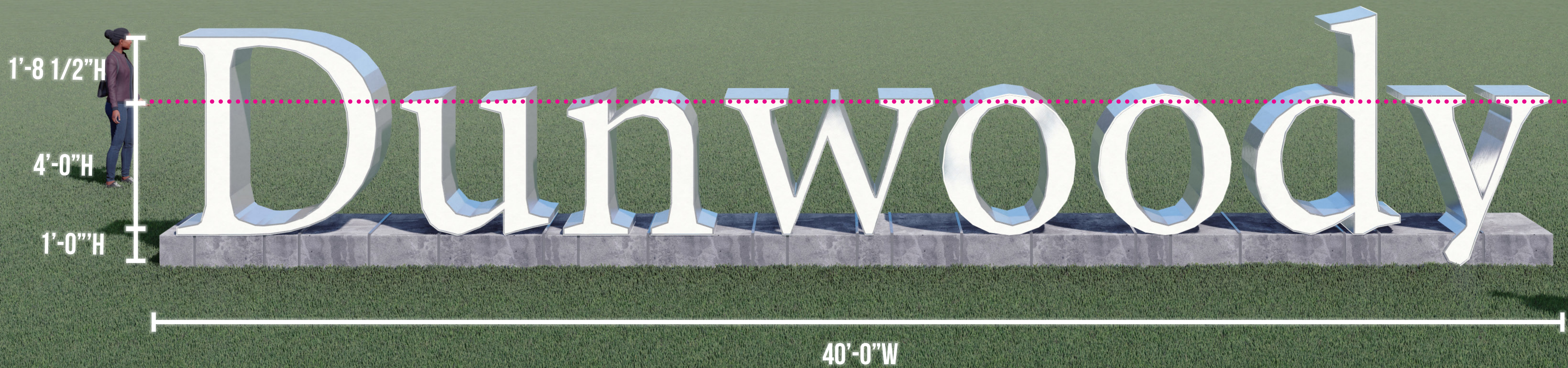
1'-0" W

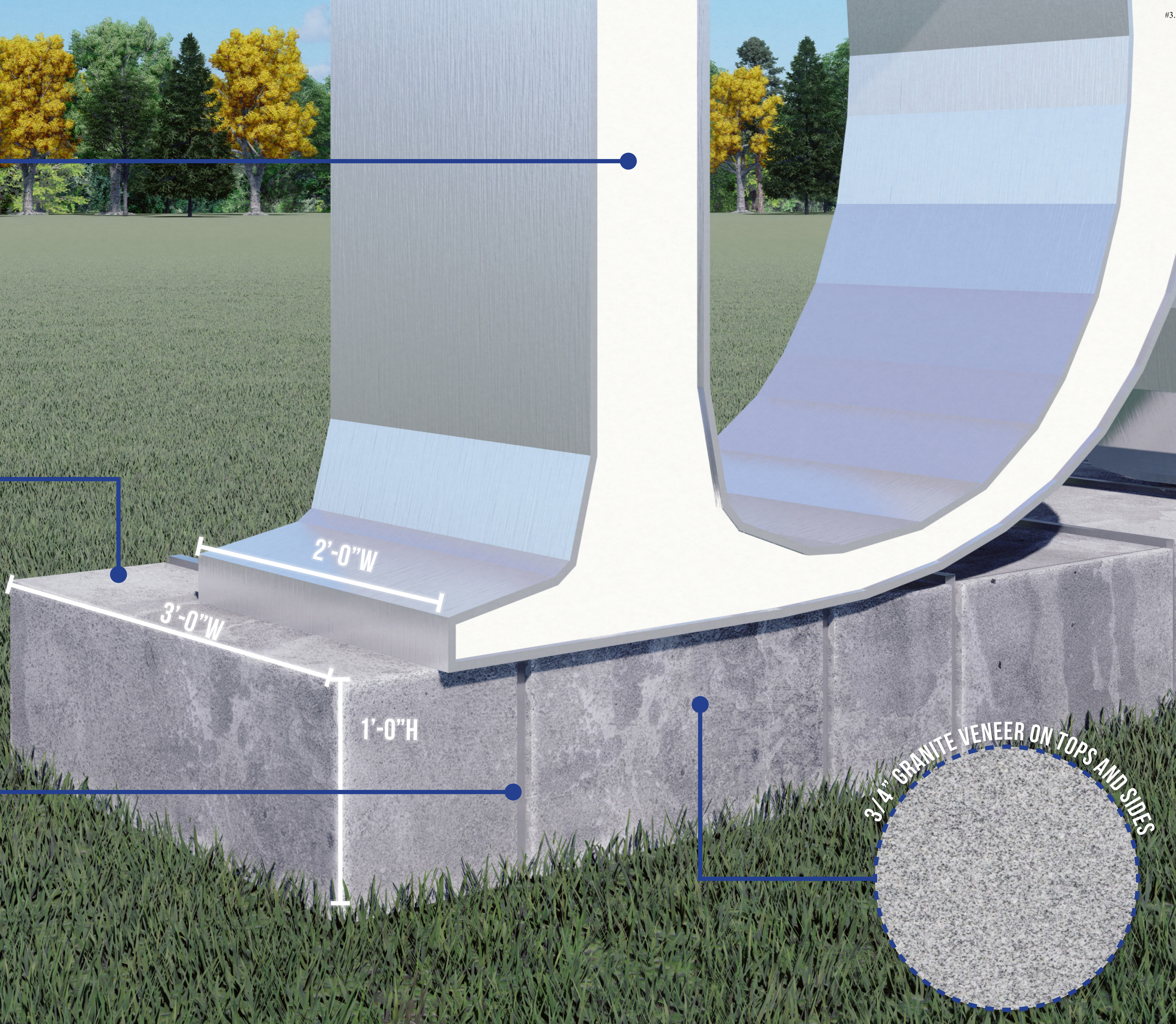
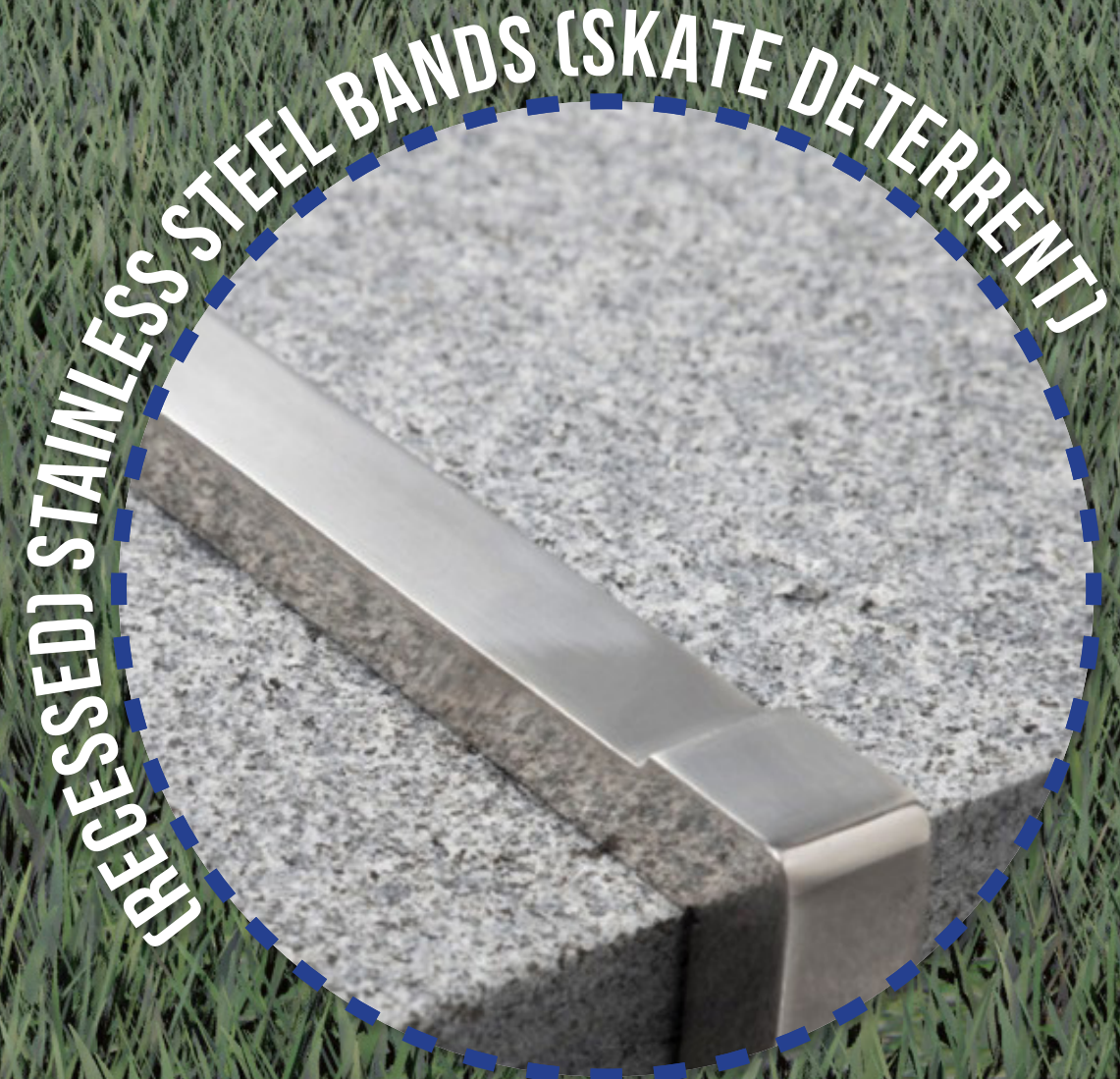
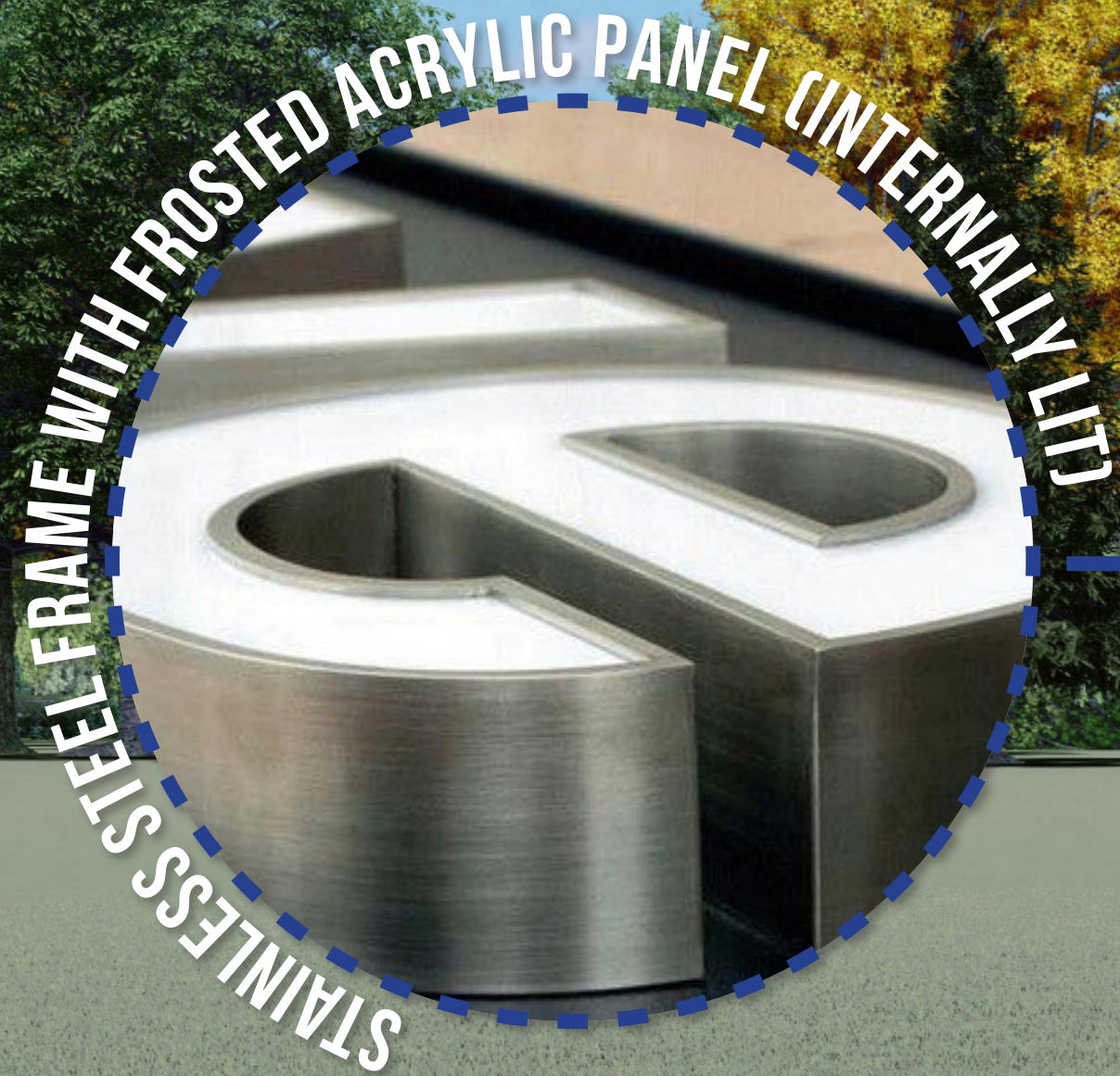
STAINLESS STEEL BANDS (FLUSH)

2'-6" W

5'-0" W

QUANTITY:
ESTIMATED COST (EACH):





IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



**PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE**

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.6730
www.tsw-design.com

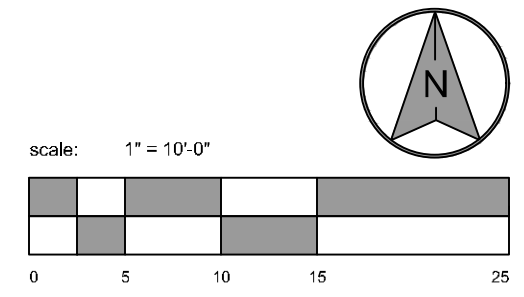
Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.



consultant

revisions

north arrow + scale



scale: 1" = 10'-0"

project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 1
ASHFORD DUNWOODY @ 285

sheet number

LP-1.10
Packet page...

**PROPOSED
RAVINA DEVELOPMENT
(N.I.C.)**

RE-SOD DISTURBED AREAS
OUTSIDE OF LANDSCAPE
BED TO MATCH
SURROUNDING TURF

ASHFORD DUNWOODY ROAD

IN
16
TD
5
MD
9
RR
73

TC
59
PS
129
IN
15

PLANT SCHEDULE SITE 1

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	IN	31	ITEA VIRGINICA 'SMNIVDFC'	SCENTLANDIA® SWEETSPIRE	7 GAL		
	MD	9	MYRICA CERIFERA 'DON'S DWARF'	DON'S DWARF WAX MYRTLE	7 GAL		
	TD	5	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE	B & B	7'-8' HT. MIN.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	PS	129	PHLOX SUBULATA 'EMERALD BLUE'	CREEPING PHLOX	1 GAL	12" o.c.	
	RR	73	ROSA X 'KNOCKOUT PETITE' TM	PETITE KNOCKOUT ROSE	2 GAL	18" o.c.	
	TC	59	TEUCRIUM CHAMAEDRYS	GERMANDER	1 GAL	18" o.c.	

100% CONSTRUCTION DOCUMENTS

PLANT SCHEDULE SITE 2

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	OF	3	OSMANTHUS FRAGRANS	SWEET TEA OLIVE	FIELD GROWN	5'-6' HT. MIN.	
	TD	10	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE	B & B	7'-8' HT. MIN.	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	CA	43	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	5 GAL		
	MW	21	MUHLENBERGIA CAPILLARIS 'WHITE CLOUD'	WHITE MUHLY GRASS	3 GAL		
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	PS	338	PHLOX SUBULATA 'EMERALD BLUE'	CREEPING PHLOX	1 GAL	12" o.c.	
	RR	70	ROSA X 'KNOCKOUT PETITE' TM	PETITE KNOCKOUT ROSE	2 GAL	18" o.c.	

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.879.8720
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

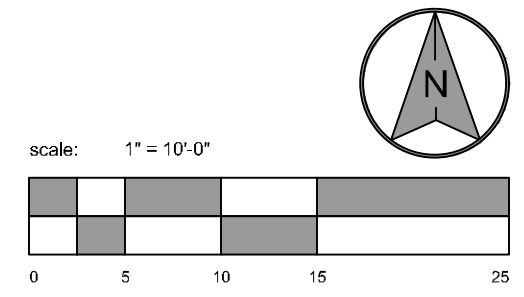


consultant

revisions

- MW 6
- CA 26
- TD 5
- OF 3

north arrow + scale



project information

DUNWOODY GATEWAY SIGNS

- TD 5
- CA 17

project address

SEE SHEET L-2.00 FOR SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

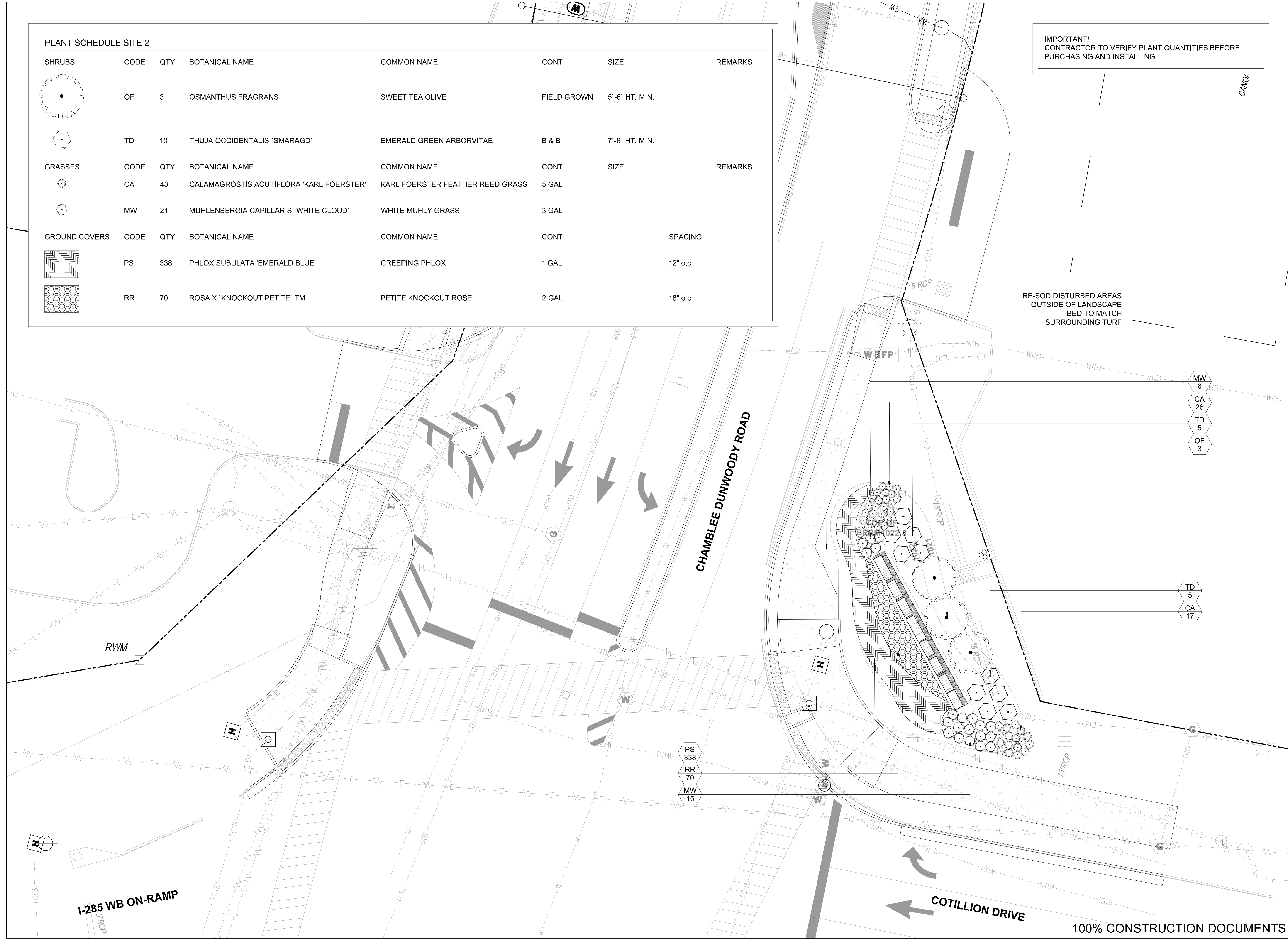
MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 2
CHAMBLEE DUNWOODY @
COTILLION



sheet number


LP-1.11
Packet page...

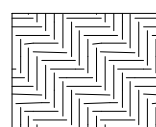
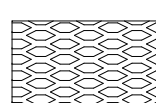


100% CONSTRUCTION DOCUMENTS

PLANT SCHEDULE SITE 3

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	DP	12	DISTYLIUM 'PIIDIST-V'	CINNAMON GIRL DISTYLIUM	5 GAL		
	TD	5	THUJA OCCIDENTALIS 'SMARAGD'	EMERALD GREEN ARBORVITAE	B & B	7'-8' HT. MIN.	

GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	MW	5	MUHLENBERGIA CAPILLARIS 'WHITE CLOUD'	WHITE MUHLY GRASS	3 GAL		

GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING
	PS	37	PHLOX SUBULATA 'EMERALD BLUE'	CREEPING PHLOX	1 GAL	12" o.c.
	RR	27	ROSA X 'KNOCKOUT PETITE' TM	PETITE KNOCKOUT ROSE	2 GAL	18" o.c.

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



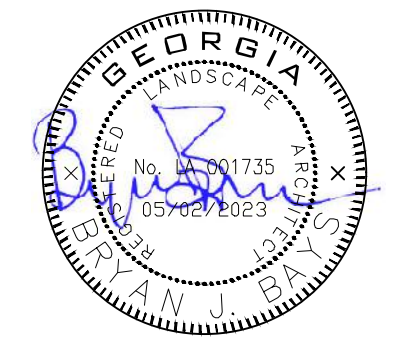
**PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE**

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.8730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

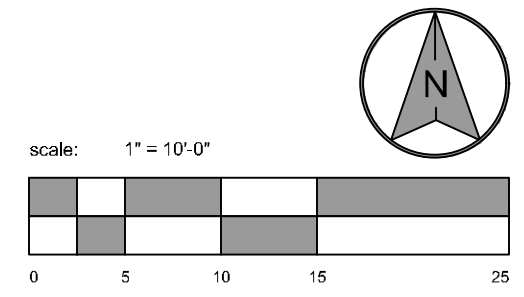
seal



consultant

revisions

north arrow + scale



project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

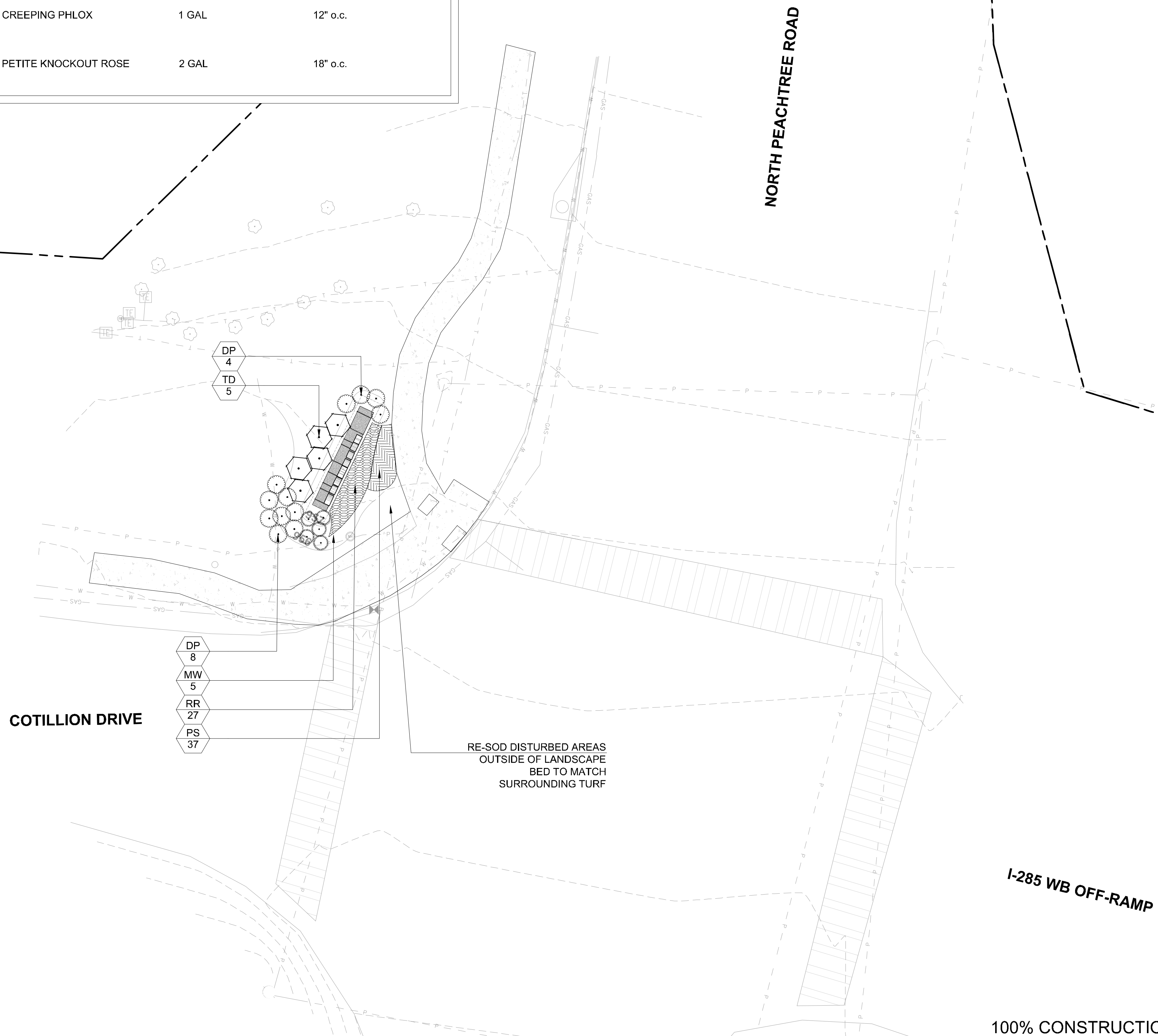
sheet title

LANDSCAPE PLAN - SITE 3
PEACHTREE @ COTILLION

sheet number

LP-1.12

Packet page...



IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.

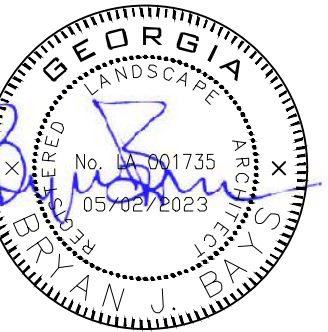
TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.8720
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

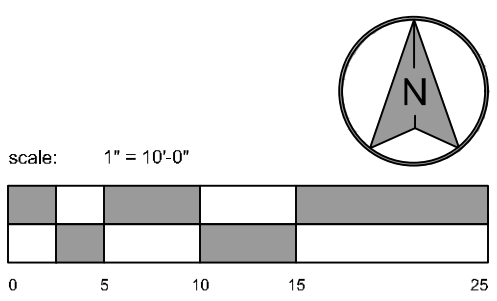
seal



consultant

revisions

north arrow + scale



project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

sheet title

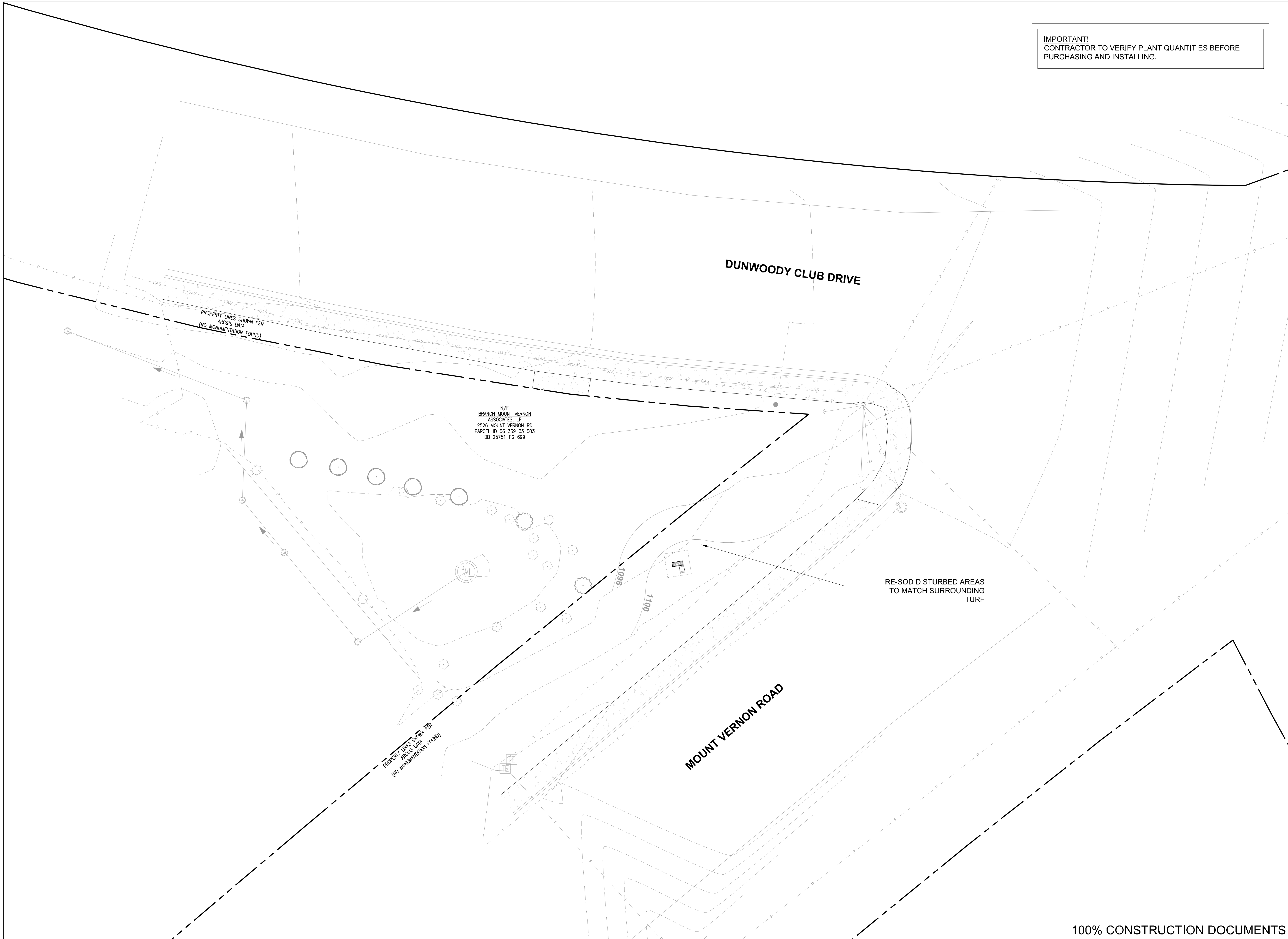
LANDSCAPE PLAN - SITE 4
MOUNT VERNON @
DUNWOODY CLUB

sheet number

LP-1.13

100% CONSTRUCTION DOCUMENTS

LP-1.13
Packet page...



N/F
BRANCH MOUNT VERNON
ASSOCIATES, LP
2526 MOUNT VERNON RD
PARCEL ID 06 339 05 003
DB 25751 PG 699

PROPERTY LINES SHOWN PER
ARCGIS DATA
(NO MONUMENTATION FOUND)




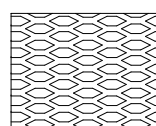
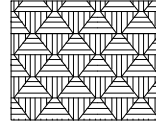
PROPERTY LINES SHOWN PER
ARCGIS DATA
(NO MONUMENTATION FOUND)

RE-SOD DISTURBED AREAS
TO MATCH SURROUNDING
TURF

MOUNT VERNON ROAD

DUNWOODY CLUB DRIVE

PLANT SCHEDULE SITE 5

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	REMARKS	
	IN	6	ITEA VIRGINICA 'SMNIVDFC'	SCENTLANDIA® SWEETSPIRE	7 GAL		
	MD	3	MYRICA CERIFERA 'DON'S DWARF'	DON'S DWARF WAX MYRTLE	7 GAL		
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	REMARKS	
	MW	12	MUHLENBERGIA CAPILLARIS 'WHITE CLOUD'	WHITE MUHLY GRASS	3 GAL		
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	RR	23	ROSA X 'KNOCKOUT PETITE'™	PETITE KNOCKOUT ROSE	2 GAL	18" o.c.	
	TC	10	TEUCRIUM CHAMAEDRYS	GERMANDER	1 GAL	18" o.c.	

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.6730
www.tsw-design.com

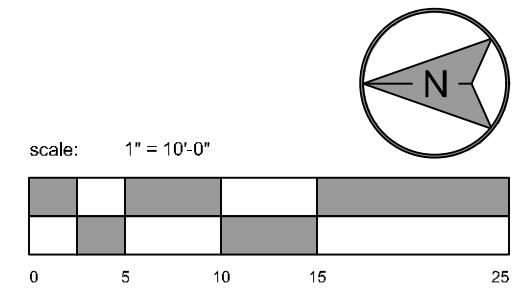
Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.



consultant

revisions

north arrow + scale



project information

DUNWOODY GATEWAY SIGNS

project address

SEE SHEET L-2.00 FOR SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

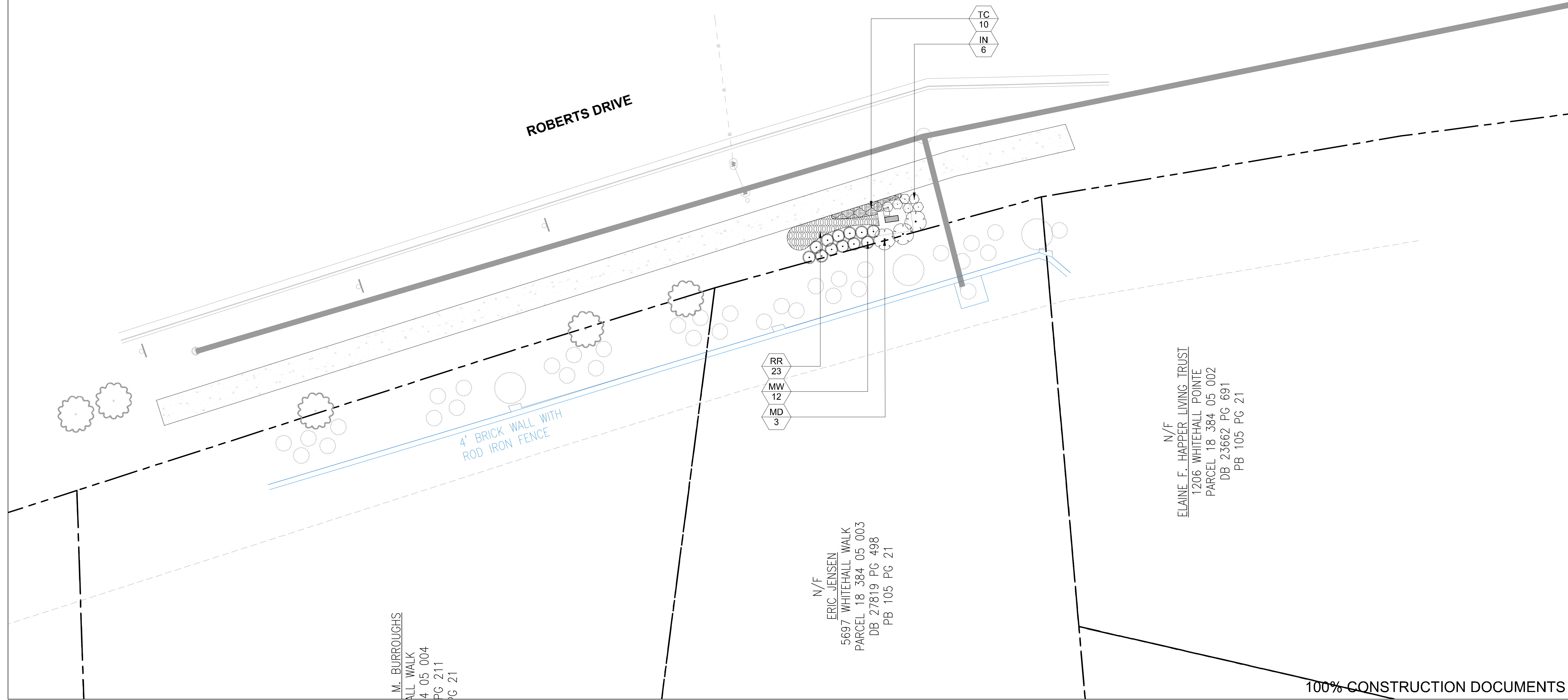
MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 5
ROBERTS @ WHITEHALL

sheet number

LP-1.14
Packet page: 1



M. BURROUGHS
ALL WALK
4 05 004
PG 211
PG 21

N/F
ERIC JENSEN
5697 WHITEHALL WALK
PARCEL 18 384 05 003
DB 27819 PG 498
PB 105 PG 21

N/F
ELAINE F. HAPPER LIVING TRUST
1206 WHITEHALL POINTE
PARCEL 18 384 05 002
DB 23662 PG 691
PB 105 PG 21

100% CONSTRUCTION DOCUMENTS

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.

PROPERTY LINES SHOWN PER
REFERENCED PLAT AND ARCGIS
(NO MONUMENTATION FOUND)

RIGHT OF WAY WIDTH PER
REFERENCED PLAT
(NO MONUMENTATION FOUND)

MOUNT VERNON ROAD

RESTORE DISTURBED AREAS
TO MATCH EXISTING
GROUND COVER

LAYFIELD DRIVE

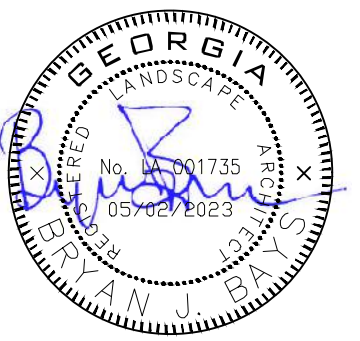


Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.8720
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

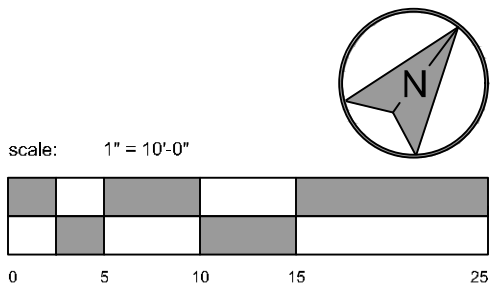
seal



consultant

revisions

north arrow + scale



project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 6
MOUNT VERNON @ LAYFIELD

sheet number


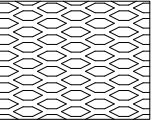
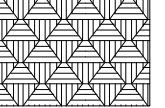
LP-1.15
Packet page...

100% CONSTRUCTION DOCUMENTS

QUERROT CARLOS N/F
AND ROSIE ANA LUISA ENGEB
PARCE ID 19 384 03 002
09 2020E PG 112
PB 223 PG 112

N/F
DANIEL AND SHELIE PARKER
PARCE ID 19 384 03 007
09 2020E PG 788
PB 223 PG 112

PLANT SCHEDULE SITE 7

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	PO	6	PRUNUS LAUROCERASUS 'OTTO LUYKEN'	OTTO LUYKEN ENGLISH LAUREL	FIELD GROWN	2'-3' HT. MIN.	
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	RR	53	ROSA X 'KNOCKOUT PETITE' TM	PETITE KNOCKOUT ROSE	2 GAL	18" o.c.	
	TC	37	TEUCRIUM CHAMAEDRYS	GERMANDER	1 GAL	18" o.c.	

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.879.8720
www.tsw-design.com

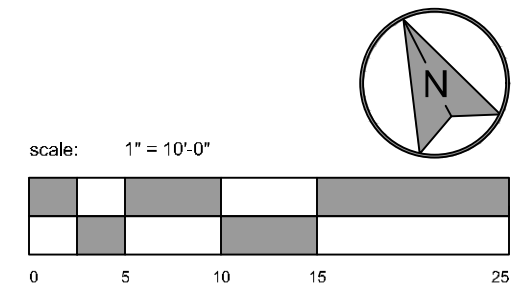
Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.



consultant

revisions

north arrow + scale



project information

DUNWOODY GATEWAY SIGNS

project address

SEE SHEET L-2.00 FOR SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

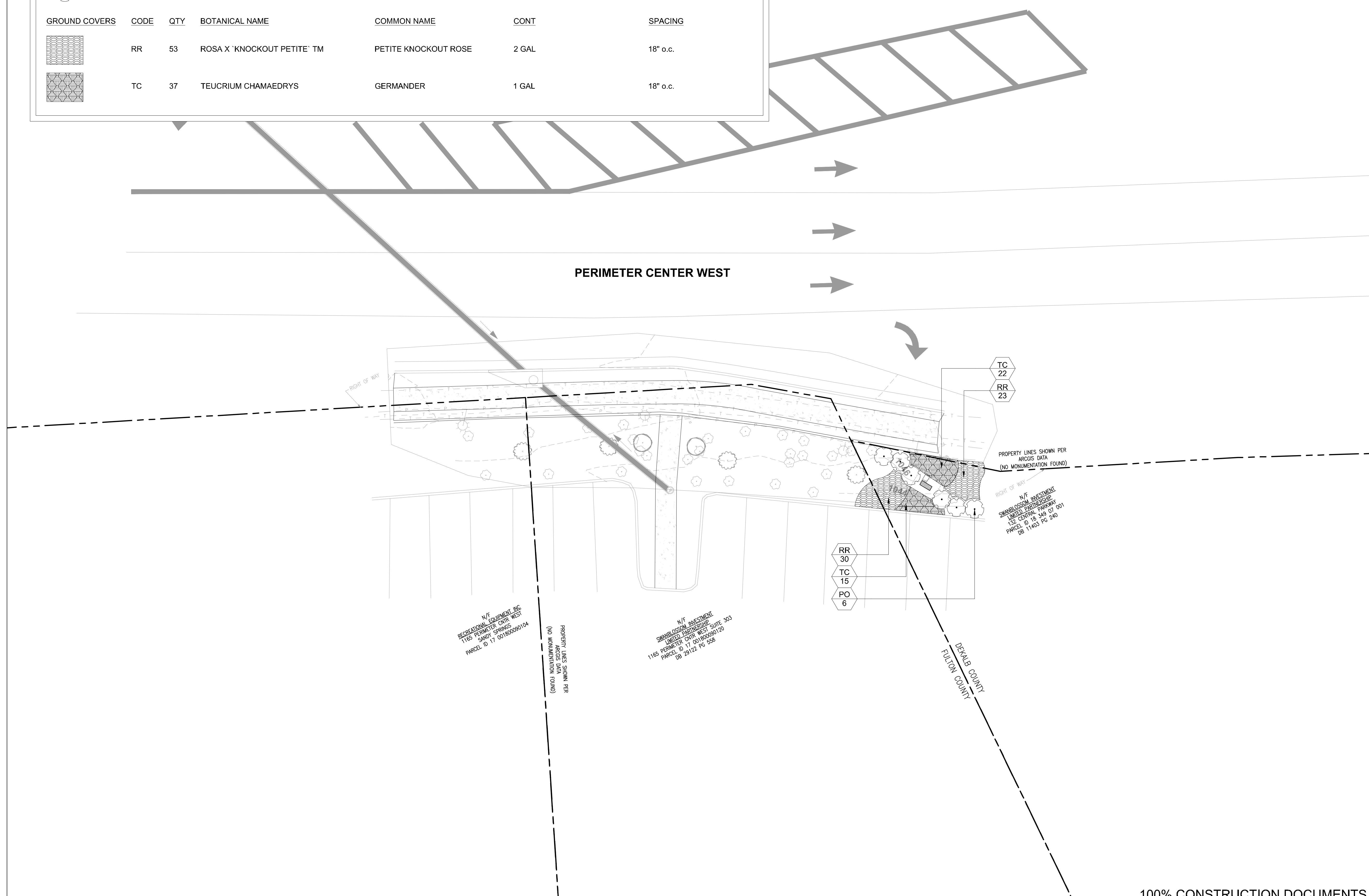
sheet title

LANDSCAPE PLAN - SITE 7
PERIMETER CENTER @ CENTRAL

sheet number

LP-1.16
Packet page...

PERIMETER CENTER WEST



IMPORTANT!
SITE 8 NOT TO SCALE.
AREA WAS NOT INCLUDED IN SURVEY AND LINEWORK
WAS PRODUCED FROM AVAILABLE AERIAL IMAGERY AND
PRIOR CONSTRUCTION DRAWINGS.
CONTRACTOR TO VERIFY ALL LOCATIONS AND
DIMENSIONS IN FIELD.

NOTE:
BEYOND 811 DIG TICKETS, IT IS THE CONTRACTOR'S
RESPONSIBILITY TO POTHOLE AND LOCATE ALL UTILITIES
WITHIN THE PROJECT LIMITS. DUE TO THE COMPLEXITY OF
UTILITIES IN THE AREA, HYDROVAC IS THE PREFERRED
POTHOLE METHOD.

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



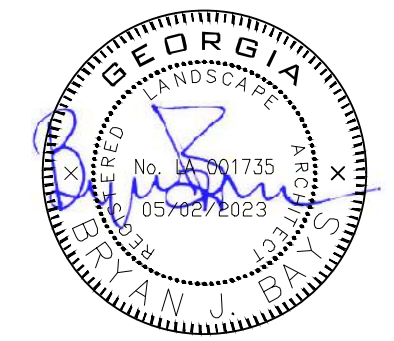
**PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE**

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.6730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

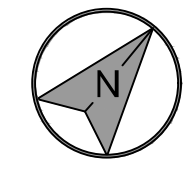
seal



consultant

revisions

north arrow + scale



scale: NOT TO SCALE

project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

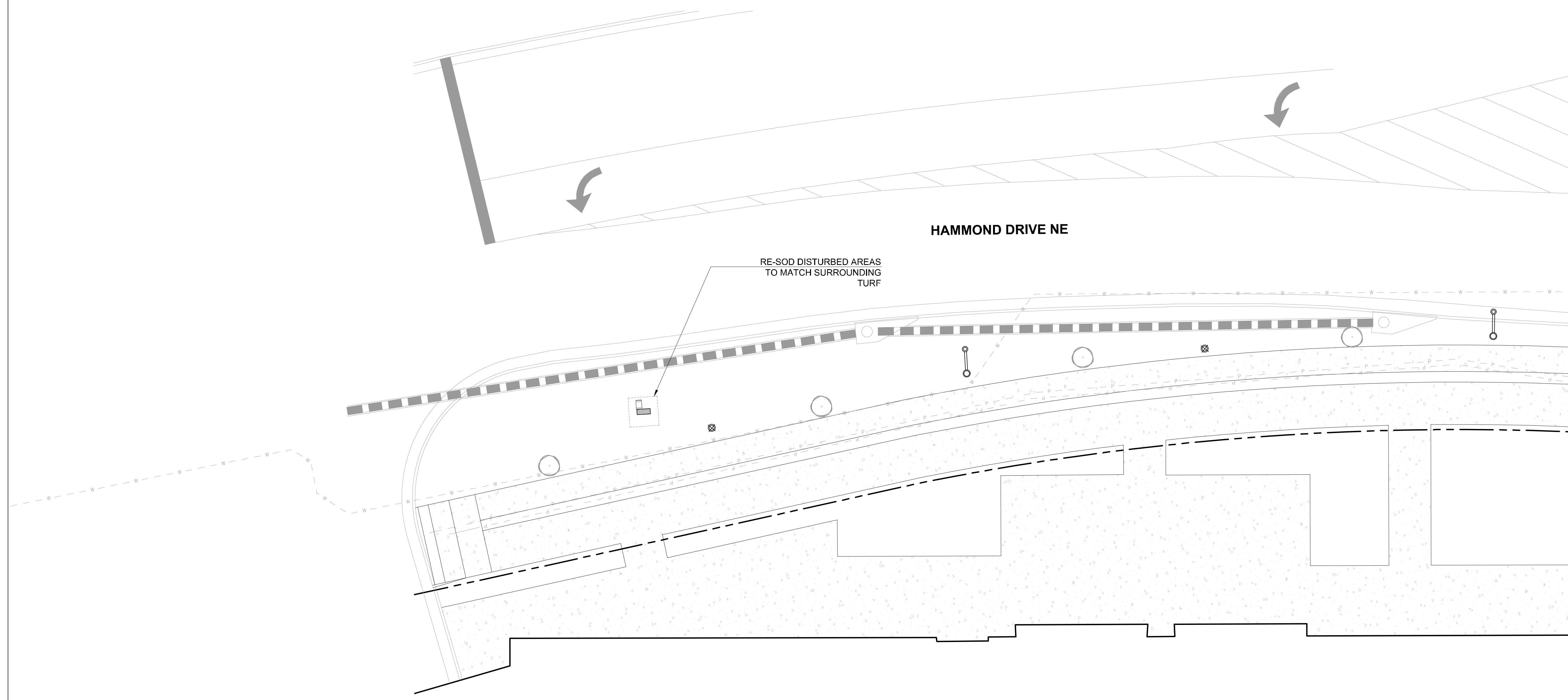
MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 8
HAMMOND @ 229 PERIMETER
CENTER

sheet number

LP-1.17



IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.

N/F
MILL-ATLANTIC RENOVATION, LLC
PARCELS 10 18 342 001 002
DB 10801 PG 700

N/F
SUGAR HILL, LLC
4869 TILLY MILL RD
PARCELS 10 18 342 001 002
DB 27010 PG 233

N/F
GEORGIA MEDICATION CENTER, INC
4322 TILLY MILL RD
PARCELS 10 18 342 011 012
DB 20153 PG 737

N/F
KENDALL S. ALEXANDER MILLER
25405 STONINGTON RD
PARCELS 10 18 342 011 012
DB 29866 PG 631
Pg 50 PG 101

TILLY MILL ROAD

RESTORE DISTURBED AREAS
TO MATCH EXISTING
GROUND COVER

1006

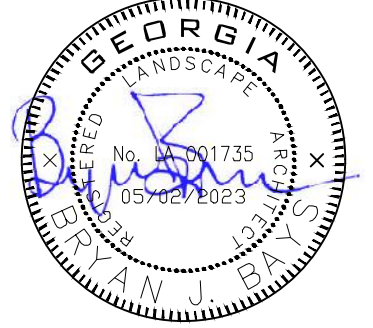


Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.8730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

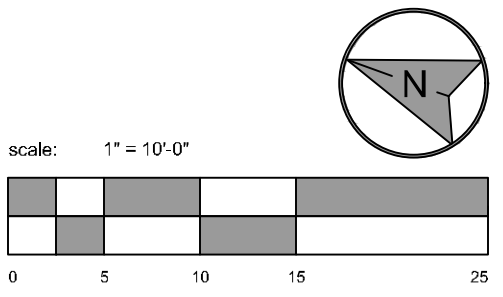
seal



consultant

revisions

north arrow + scale



project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 9
TILLY MILL @ STONINGTON

sheet number

LP-1.18
Packet page...

IMPORTANT!
SITE 10 NOT TO SCALE.
AREA WAS NOT INCLUDED IN SURVEY AND LINEWORK
WAS PRODUCED FROM AVAILABLE AERIAL IMAGERY.
CONTRACTOR TO VERIFY ALL LOCATIONS AND
DIMENSIONS IN FIELD.

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



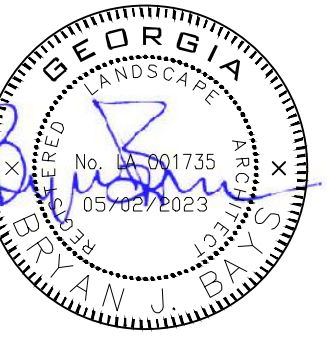
**PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE**

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.8730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

seal



consultant

revisions

north arrow + scale

scale: NOT TO SCALE

project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

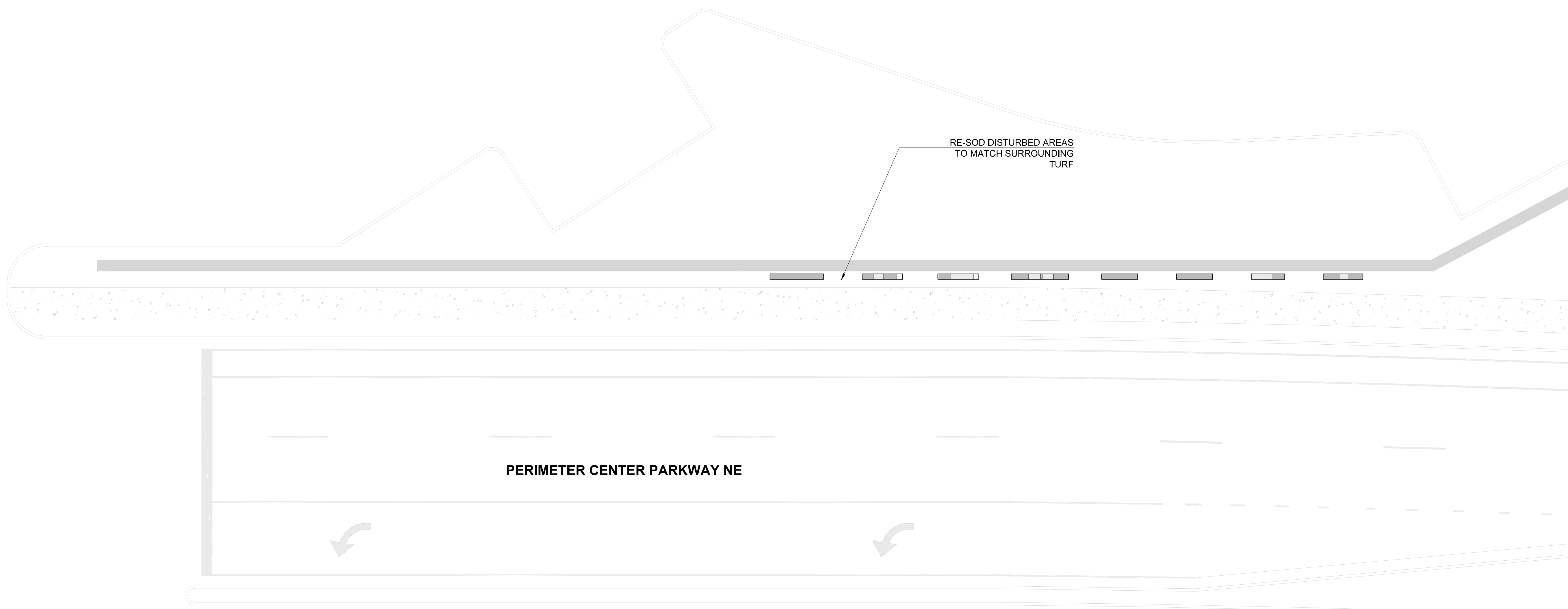
MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 10
PERIMETER CENTER PARKWAY

sheet number

LP-1.19
Packet page...



SPRINGWOOD CONNECTOR

PERIMETER CENTER PARKWAY NE

RE-SOD DISTURBED AREAS
TO MATCH SURROUNDING
TURF

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



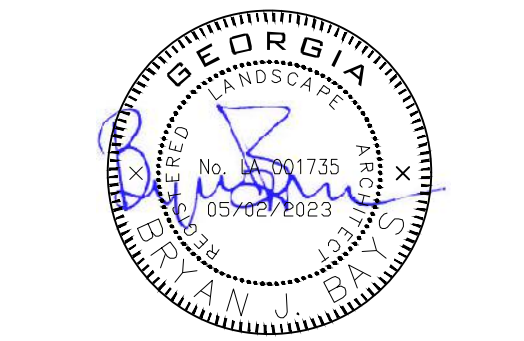
**PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE**

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.6730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

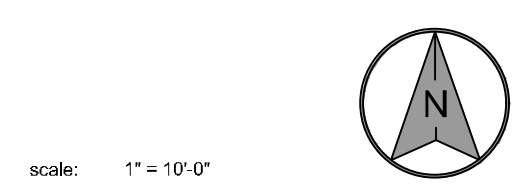
seal



consultant

revisions

north arrow + scale



scale: 1" = 10'-0"
0 5 10 15 25
project information

**DUNWOODY
GATEWAY SIGNS**

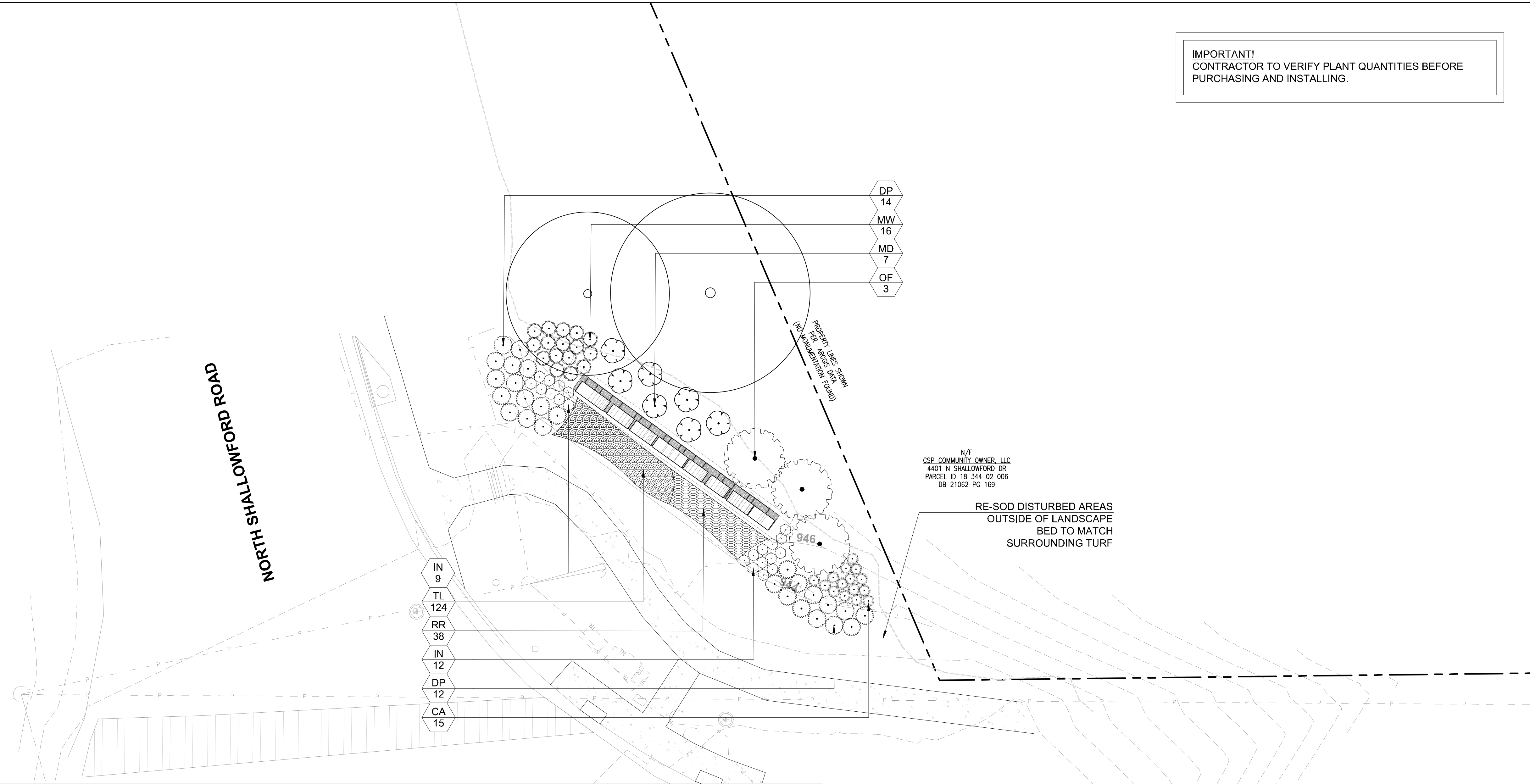
project address
SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information
CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information
project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date
MAY 02, 2023
sheet title
LANDSCAPE PLAN - SITE 11
SHALLOWFORD @ COTILLION

sheet number



PLANT SCHEDULE SITE 11							
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	DP	26	DISTYLIUM 'PIIDIST-V'	CINNAMON GIRL DISTYLIUM	5 GAL		
	IN	21	ITEA VIRGINICA 'SMNIVDFC'	SCENTLANDIA® SWEETSPIRE	7 GAL		
	MD	7	MYRICA CERIFERA 'DON'S DWARF'	DON'S DWARF WAX MYRTLE	7 GAL		
	OF	3	OSMANTHUS FRAGRANS	SWEET TEA OLIVE	FIELD GROWN	5'-6' HT. MIN.	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	CA	15	CALAMAGROSTIS ACUTIFLORA 'KARL FOERSTER'	KARL FOERSTER FEATHER REED GRASS	5 GAL		
	MW	16	MUHLENBERGIA CAPILLARIS 'WHITE CLOUD'	WHITE MUHLY GRASS	3 GAL		
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	
	RR	38	ROSA X 'KNOCKOUT PETITE' TM	PETITE KNOCKOUT ROSE	2 GAL	18" o.c.	
	TL	124	THYMUS X CITRIODORUS 'AUREUS'	VARIEGATED LEMON THYME	1 GAL	12" o.c.	

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.

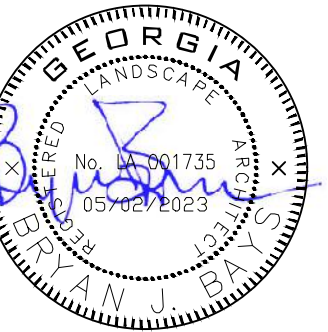
TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.8730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

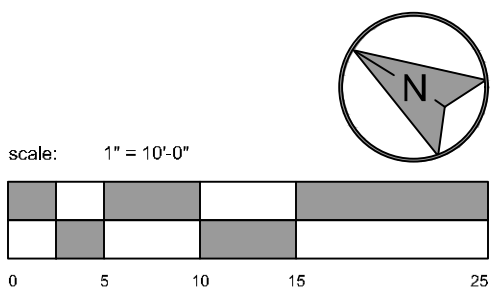
seal



consultant

revisions

north arrow + scale



project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 12
WINTERS CHAPEL @
WATER TREATMENT PLANT

sheet number

LP-1.21

N/F
DEKALB COUNTY
4927 WINTERS CHAPEL RD
PARCEL ID OF 280 03 003
DB 528 PG 430

N/F
DEKALB COUNTY
4927 WINTERS CHAPEL RD
PARCEL ID OF 280 03 011
DB 01111 PG 2222

RE-SOD DISTURBED AREAS
TO MATCH SURROUNDING
TURF

PROPERTY LINES SHOWN PER
ARCIS DATA
(NO MONUMENTATION FOUND)

WINTERS CHAPEL ROAD

PARKWOOD
VILLAGE
APARTMENTS

PLANT SCHEDULE SITE 13

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	REMARKS	
	AU	13	AZALEA X 'GUMPO WHITE'	GUMPO WHITE SATSUKI AZALEA	3 GAL		
	MD	3	MYRICA CERIFERA 'DON'S DWARF'	DON'S DWARF WAX MYRTLE	7 GAL		
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	PS	40	PHLOX SUBULATA 'EMERALD BLUE'	CREEPING PHLOX	1 GAL	12" o.c.	

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE PURCHASING AND INSTALLING.

N/F
CHRISTIANE BUBEN
PARCEL ID 06
DB 13860
PB 103 PG 6 AND 7

N/F
SETH AND KATHY
PARCEL ID 06
DB 26549 PG 745
PB 103 PG 6 AND 7

N/F
DON & ANZ METZGER
PARCEL ID 06 307 01
DB 13860
PB 103 PG 6 AND 7

WINTERS CHAPEL ROAD

- AU
13
- PS
40
- MD
3

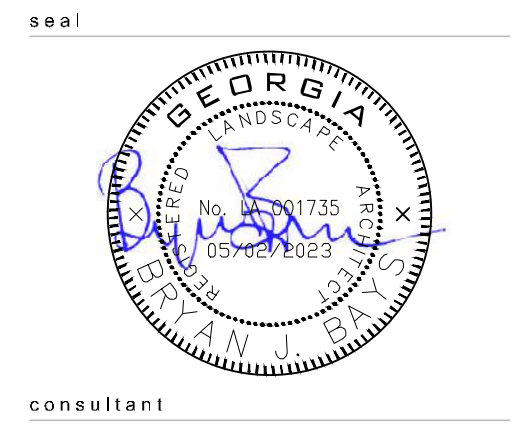


PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.879.8730
www.tsw-design.com

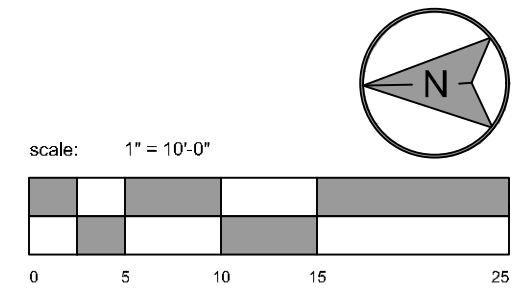
Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.



consultant

revisions

north arrow + scale



project information
DUNWOODY GATEWAY SIGNS

project address
SEE SHEET L-2.00 FOR SIGN LOCATION OVERVIEW

client information
CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information
project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date
MAY 02, 2023

sheet title
LANDSCAPE PLAN - SITE 13
WINTERS CHAPEL @ MARSTON

sheet number
LP-1.22

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



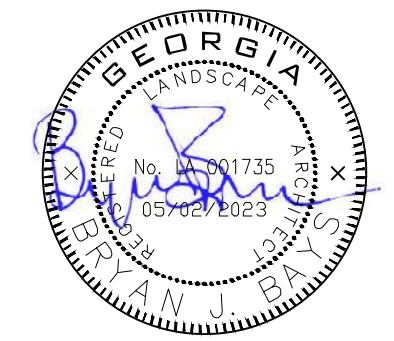
**PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE**

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.8730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

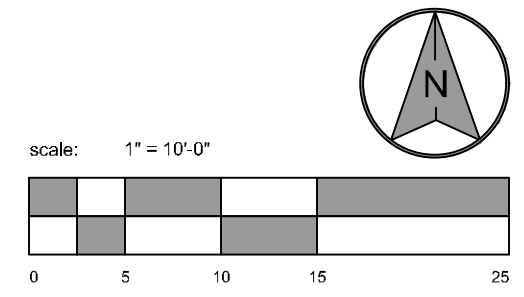
seal



consultant

revisions

north arrow + scale



project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

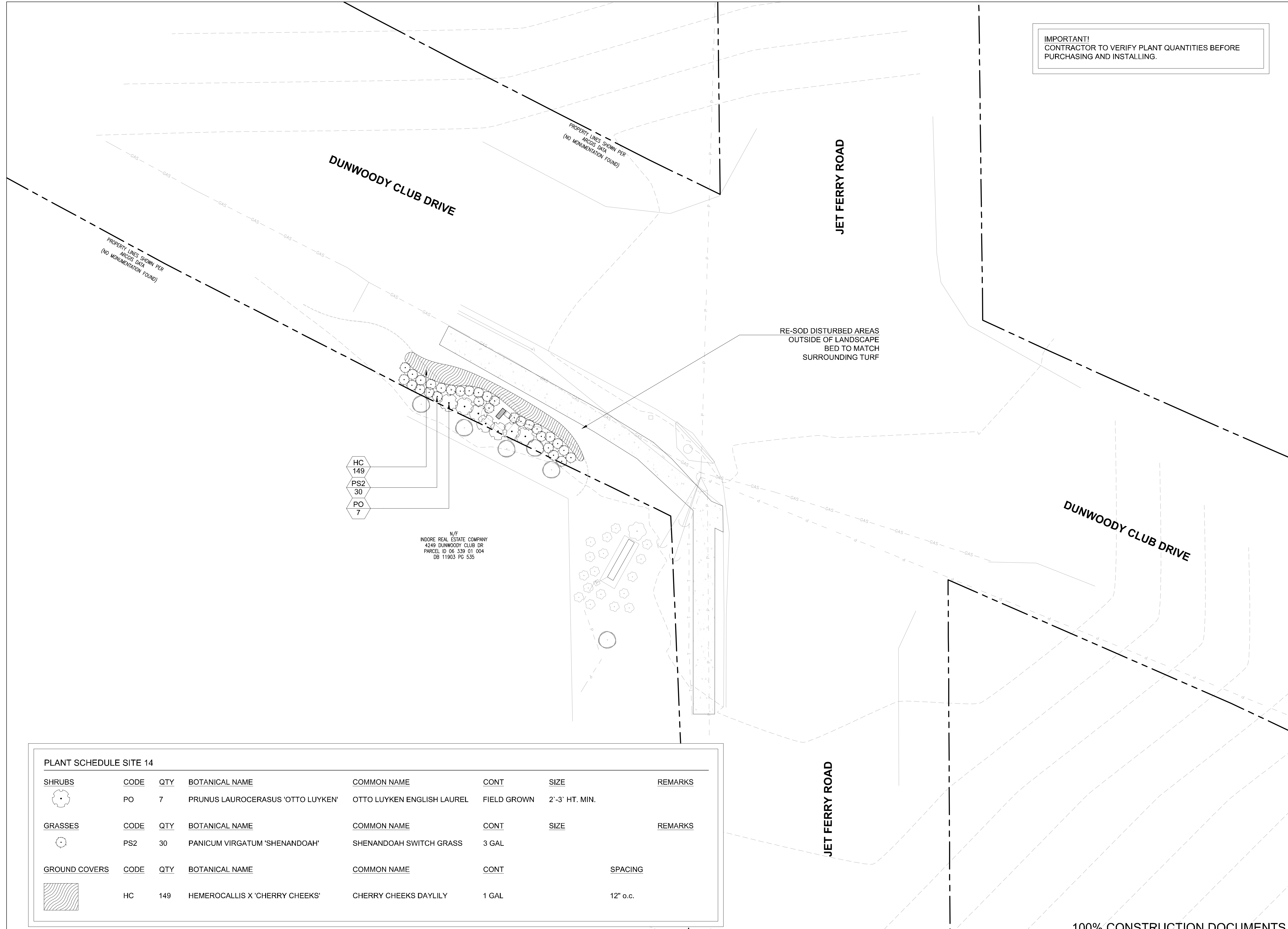
MAY 02, 2023

sheet title

LANDSCAPE PLAN - SITE 14
DUNWOODY CLUB @ JET FERRY

sheet number

LP-1.23



DUNWOODY CLUB DRIVE

JET FERRY ROAD

RE-SOD DISTURBED AREAS
OUTSIDE OF LANDSCAPE
BED TO MATCH
SURROUNDING TURF

DUNWOODY CLUB DRIVE

JET FERRY ROAD

PROPERTY LINES SHOWN PER
ARCIS DATA
(NO MONUMENTATION FOUND)

PROPERTY LINES SHOWN PER
ARCIS DATA
(NO MONUMENTATION FOUND)

- HC
149
- PS2
30
- PO
7

N/F
INDORE REAL ESTATE COMPANY
4249 DUNWOODY CLUB DR
PARCEL ID 06 339 01 004
DB 11903 PG 535

PLANT SCHEDULE SITE 14

SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	PO	7	PRUNUS LAUROCERASUS 'OTTO LUYKEN'	OTTO LUYKEN ENGLISH LAUREL	FIELD GROWN	2'-3' HT. MIN.	
GRASSES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	REMARKS
	PS2	30	PANICUM VIRGATUM 'SHENANDOAH'	SHENANDOAH SWITCH GRASS	3 GAL		
GROUND COVERS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SPACING	REMARKS
	HC	149	HEMEROCALLIS X 'CHERRY CHEEKS'	CHERRY CHEEKS DAYLILY	1 GAL	12" o.c.	

IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.



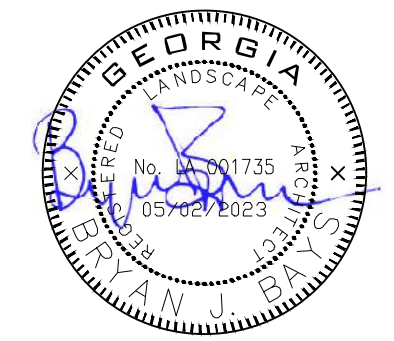
**PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE**

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.6730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

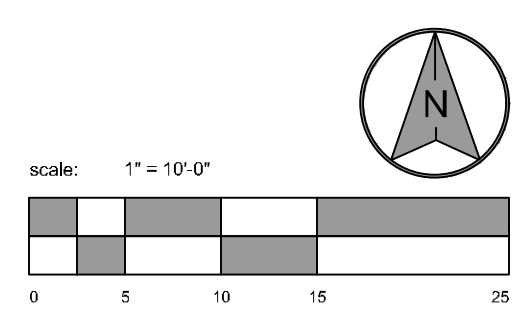
seal



consultant

revisions

north arrow + scale



project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

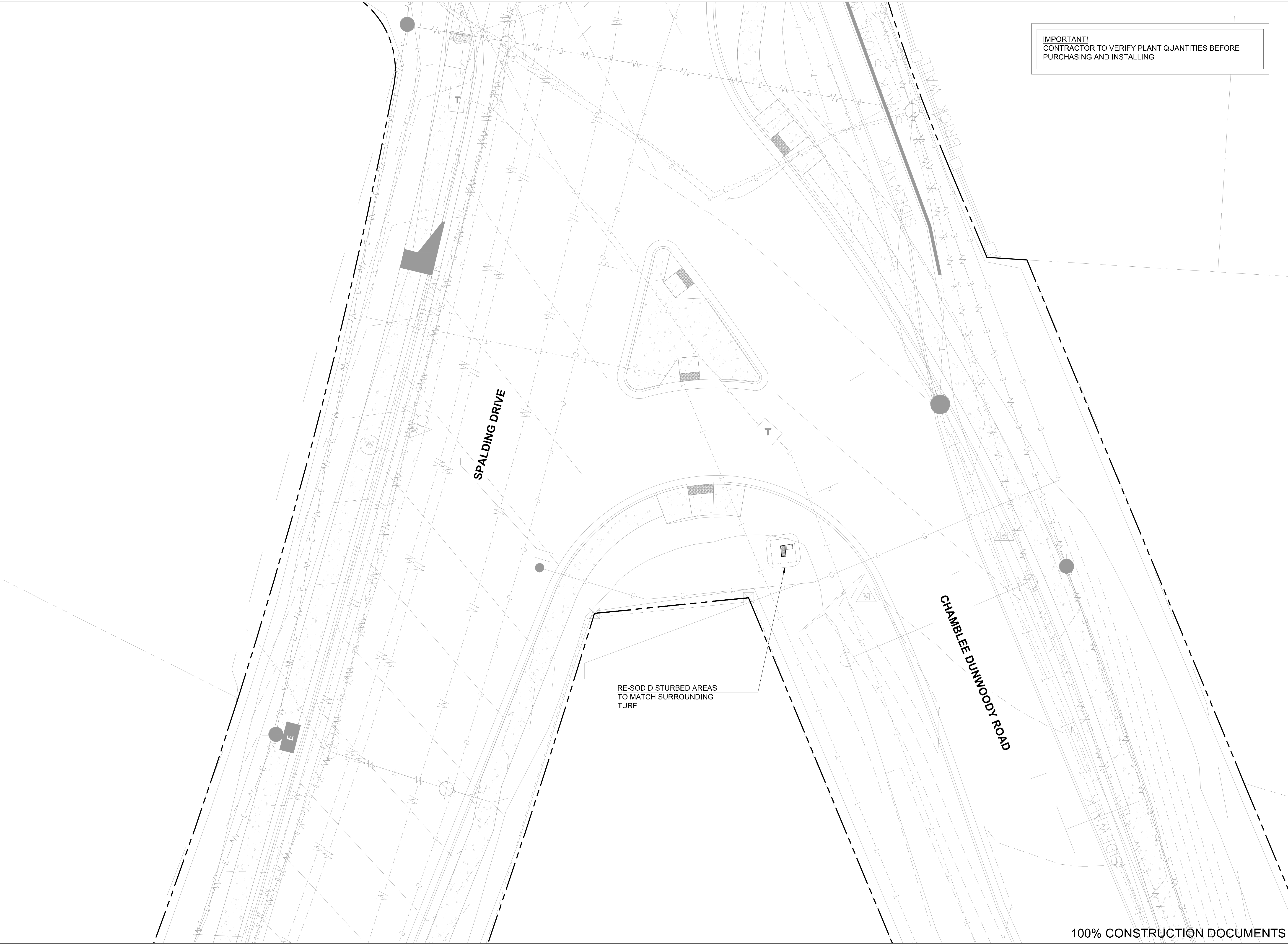
sheet title

LANDSCAPE PLAN - SITE 15
SPLADING @ CHAMBLEE
DUNWOODY

sheet number

LP-1.24

100% CONSTRUCTION DOCUMENTS



IMPORTANT!
CONTRACTOR TO VERIFY PLANT QUANTITIES BEFORE
PURCHASING AND INSTALLING.

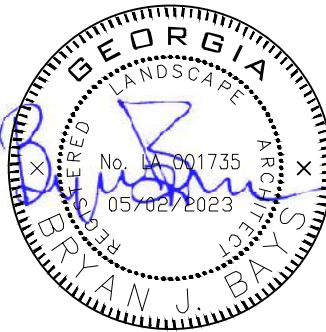
TSW
PLANNING • ARCHITECTURE
LANDSCAPE ARCHITECTURE

Atlanta, GA | Tulsa, OK | Chattanooga, TN

1447 Peachtree Street NE, Suite 850
Atlanta, Georgia 30309
404.873.6730
www.tsw-design.com

Copyright. All rights reserved. Reproduction in whole or in part is prohibited. This drawing as an instrument of service is the property of TSW and may not be used in any way without the written permission of this office.

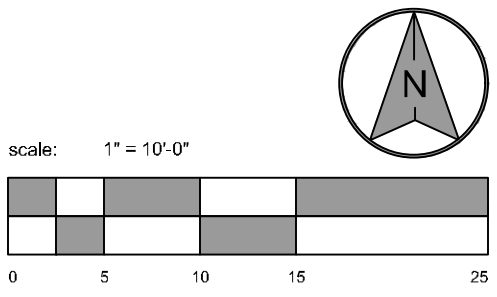
seal



consultant

revisions

north arrow + scale



project information

**DUNWOODY
GATEWAY SIGNS**

project address

SEE SHEET L-2.00 FOR
SIGN LOCATION OVERVIEW

client information

CITY OF DUNWOODY
4800 ASHFORD DUNWOODY ROAD
DUNWOODY, GA 30338
678.382.6700

drawing information

project number: 22088
contact: BB
drawn by: DA
checked by: BB

drawing date

MAY 02, 2023

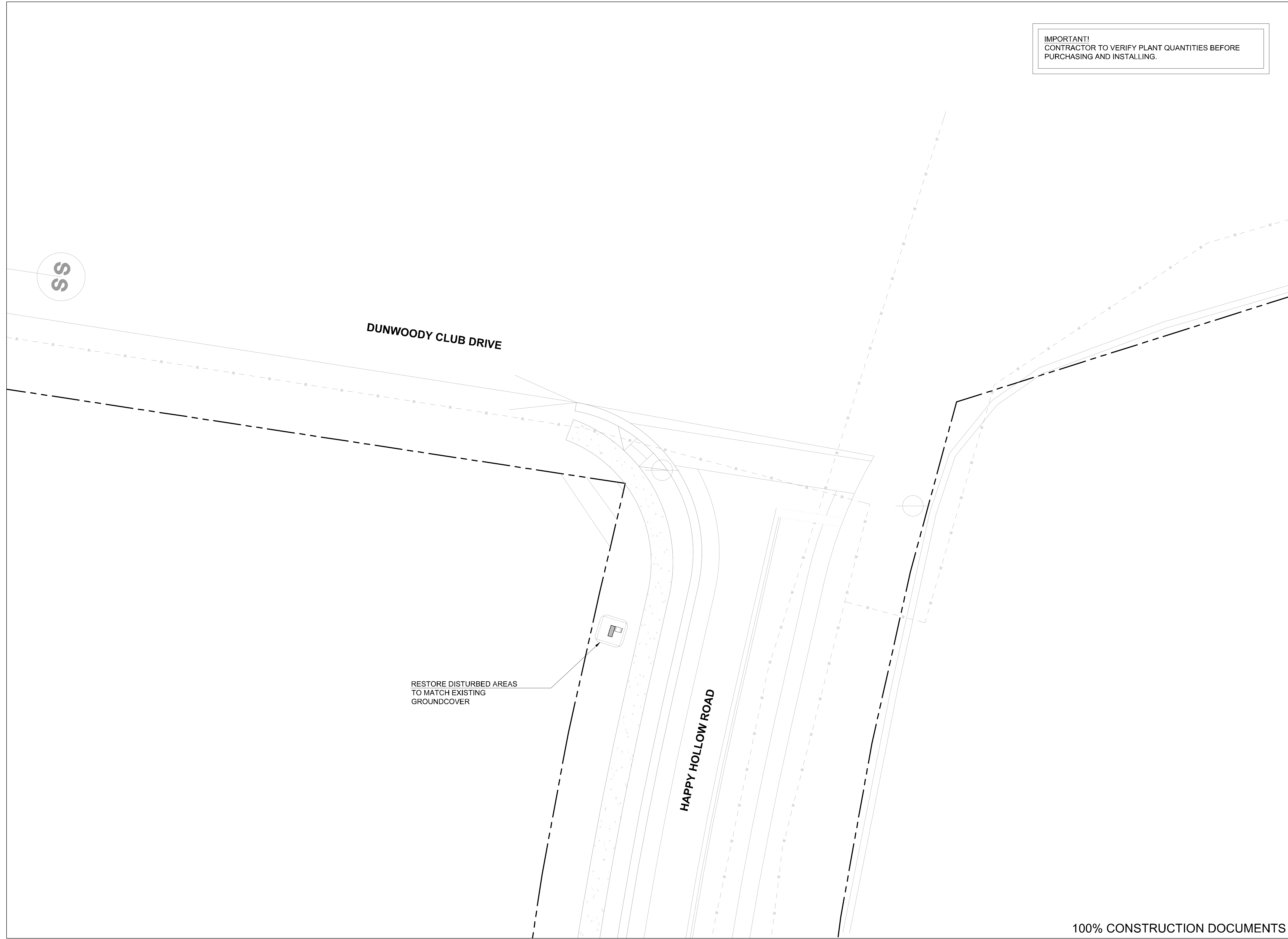
sheet title

LANDSCAPE PLAN - SITE 16
HAPPY HOLLOW @
DUNWOODY CLUB

sheet number

LP-1.25

100% CONSTRUCTION DOCUMENTS



SS

DUNWOODY CLUB DRIVE

HAPPY HOLLOW ROAD

RESTORE DISTURBED AREAS
TO MATCH EXISTING
GROUND COVER

To: Mayor and City Council

From: Brent Walker, Parks and Recreation Director

Date: August 28, 2023

Re: Contract Award for Installation of Holiday Lights at Brook Run Park

Summary

Contract approval to Chitwood Studios for the installation of the sets and lighting for the Holiday Light Event at Brook Run Park.

Details

The City awarded a contract to Chitwood Studios in 2022 to provide the design and construction of the Holiday Lights event at Brook Run Park. The contract allows for an option of four additional years. Chitwood Studios has submitted the attached proposal for the 2023 event. Funding for this project will be allocated from the Parks Operations Budget.

Recommendation

Staff respectfully requests that Council: (1) award a contract to Chitwood Studios in an amount not to exceed \$88,000, which includes a 10% contingency; (2) authorize staff to provide funding for the contract; and (3) authorize the City Manager to execute the necessary documents following satisfactory review by legal counsel.



Brandon Chitwood
404.391.7026
info@chitwoodstudios.com

Brook Run Park Holiday Display 2023 Project Area Break Down

Refer To the Overview Map for design placement and details.

Who We Are

Chitwood Studios specializes in the art of visual presentation through the art of lighting, projection, and scenery. Each event is a blank canvas that allows us the opportunity to create something new, different, and unique from all of the events that have come before it.

We have planned and designed extraordinary shows and events for over 20 years reaching over hundreds of thousands of people. We believe in creativity...We believe in telling your story...We believe in bringing your thoughts to life in only a way you can imagine.

References:

Chuck Gibson	GM Philips Service Delivery & Business Operations at Funai Service Corporation	865.607.0477
Jeff Stinson	Rental Manager at Magnum Companies	404.601.6630
Stuart MacPhearson	Corporate Production Resources	678.898.3444
Kevin Powers	Tech Services Supervisor at Gas South District	770.329.1175
Lyndell McDonald	World Games Birmingham 2022	334.221.6873
Suzanne Muck	Lead Dance Teacher for Gwinnett County Public Schools	404.310.7941

Relative Experience

Experience working in Live Entertainment Experiences with Disney, Facebook, World Games, WSB-TV, Philips Electronics, Funai Service Corporation, Stone Mountain Park, IM Creative, Accredited Colleges and School Systems, City of Dunwoody, Delta Airlines, and Crisp Video.

Project Breakdown

Main Entrance Sign into Park

Area Features:

As guests enter into the park they will be greeted with a lighted themed sign that will be located at the entrance of the park. The sign will be a large fully lit sign mounted between two glowing style pillars. The pillars will feature a textured cutout style with a glowing light center. The main billboard sign will be fully covered in mini LED lights with the letters glowing in a different color to fully establish the theme.

Entrance Sign

Texture Design Sample



Main Entrance Drive into Park

Area Features:

Guests will be greeted with a wall of lights as they drive through the main entrance into the park from North Peachtree Road. There will be approximately 150' of Mini LED lights hanging from both sides of the road along the tree line located inside of the park. The lights will hang from approximately 30' in the air and will hover off of the ground approximately 10'. The lights will be placed approximately every 2' to create a wall of light on both sides of the drive. The lights will be both a traditional and twinkle effect style to bring the wall to life.

2nd Entrance Sign

Area Features:

As you pass the wall of lights you will see a large marquee sign lit with mini LED lights located on the right side of the road to present the theme for this years Holiday Lighting in the park. The theme will be presented in large neon lit letters mounted in the center of the glowing pedestals. The sides of the sign will be bright gradient style lights to match the neon style of the letters. The tree that the sign is under will be lit with hanging style lighting.



Photo Opportunity Area

Area Features:

This area will feature two life-size photo opportunities to allow the guests the opportunity to take pictures within two immersive displays. The area will be anchored by a life size snow globe that will be a mix of 2D and 3D construction. The snow globe will feature lighted trees in front of a snowy background for guests to interact with.

Snow Globe Sample



Chitwood Studios

Ski Lift Sample



Brook Run Holiday 2023

The second photo opportunity will be a life-size ski lift seat that you would ride up the slopes at a ski resort. The ski lift seat will be built into a wood facade featuring a winter landscape. Each photo op will be connected to each other with a lighted ski lined pathway. The area will be lit with a variety of lighting to bring the area to life.

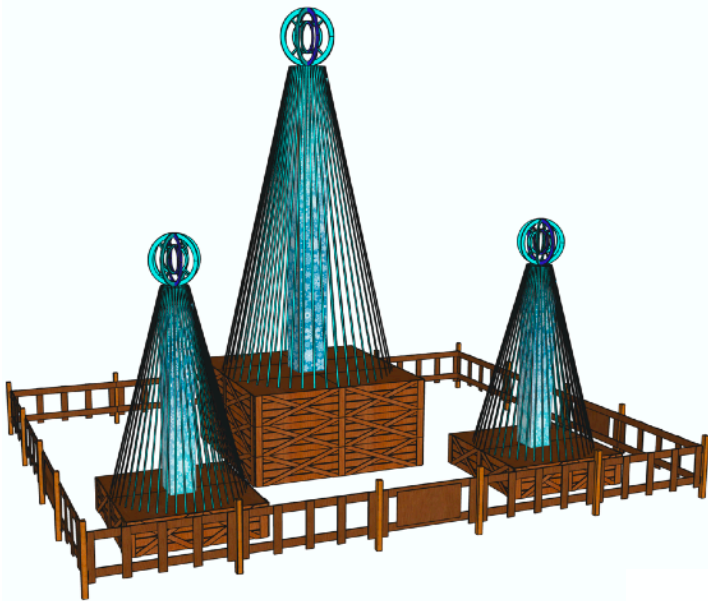
Page 3 of 11

Mega Tree Show Area

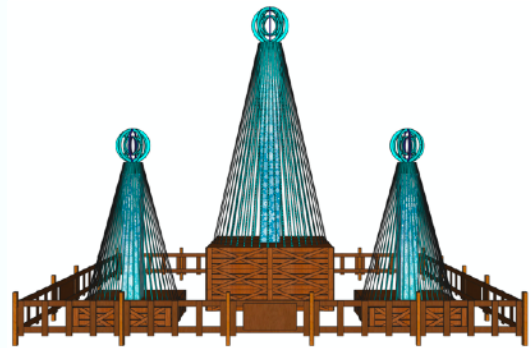
Area Features:

This area will feature an animated RGB Pixel Mega Tree with tree topper. The mega tree will sit on top of an approximate 6' tall base giving a total height of over 30 feet. The mega tree will be complimented with two additional 12' RGB Pixel trees and will feature animated sequences that are synced with a mix of Holiday music. We will program an approximate 10 minute show that will run automatically throughout the evening. The speakers will be mounted in the show area so that anyone watching will be able to enjoy the show.

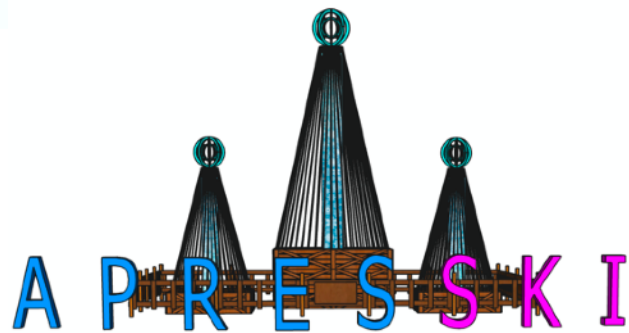
RGB Pixel Trees



RGB Pixel Trees



Marquee Letters with Pixel Tree



Adirondack Chairs with Fire Pit



The RGB Pixel Trees will feature a total of 9,600 RGB pixel lights and will be joined with additional moving head beam lights that will bring more excitement to the show. All three elements have the ability to display a variety of colors, images, video, and media content throughout the show.

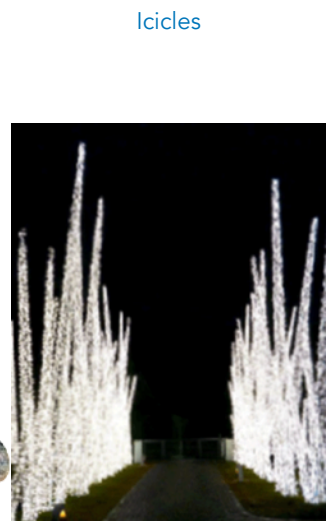
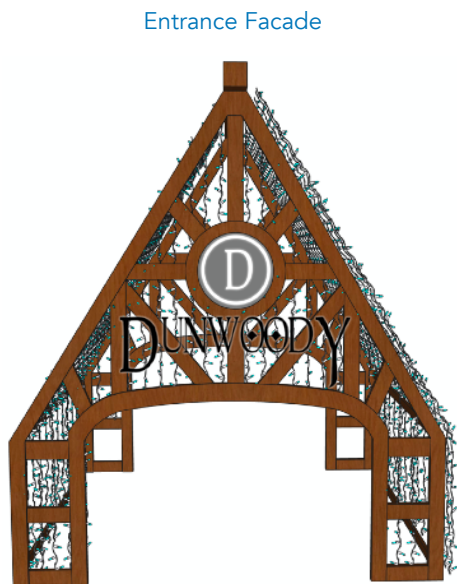
To continue the Apres Ski theming, we will have 4 areas setup with faux fire pits and Adirondack chairs for viewing the show. As you walk up to the Mega Tree area you will first notice the large lighted marque style letters spelling out "Apres Ski". The letters will be approximately 6' tall.

Main Playground Entrance

Area Features:

The Playground Entrance located across from the skate park will be considered the main entrance into the Winter Resort Lodge Area. The main entrance will feature a lighted winter lodge facade with a mix of wood and mini LED lights. As you pass through the entrance you will feel as if you are walking into an expansive winter lodge lobby. The facade will be completely covered with mini LED lights creating the ceiling and walls. The front facade will feature a lighted sign following along with the overall theme. We will use cool white mini LED lights on top of the structure to create a snow covered roof. The front of the facade will feature two lighted trees to compliment the front of the lodge.

As you walk through the Main Entrance you will be walking under a ceiling of lights as you make your way through to the standing icicle clumps ranging in sizes from 4' to 10' as you walk up the walkway into the play ground.



Playground Featured Areas

Snow Factory

Area Features:

The play area will feature a one of a kind Snow Factory that produces actual snow around the area. The factory will appear to be an actual working Snow Factory with plumes of fog coming out of its chimney and snow blowing out of its top. The factory will feature large working gears that will be visible through the large window in the front of the building in order to see the inner workings. The factory will be fully covered with mini LED lights to light up the night.

The area around the factory will filled with snow covered mountains and mounds with two jungle gyms that resemble igloos for the guests to play on.

Snow Factory Scenery Example



Snow Mound Sample



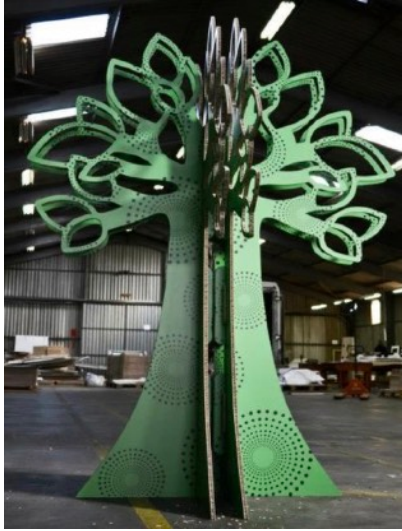
RGB Glow Seesaw

Glow Party Play Area

Continuing along the path toward the Mega Tree area you will find the Glow Party Play area. This area will feature RGB glow seesaws that the guests can play on. The area will be centered around a RGB color lit glow tree with an animated RGB Pixel wall as its background.



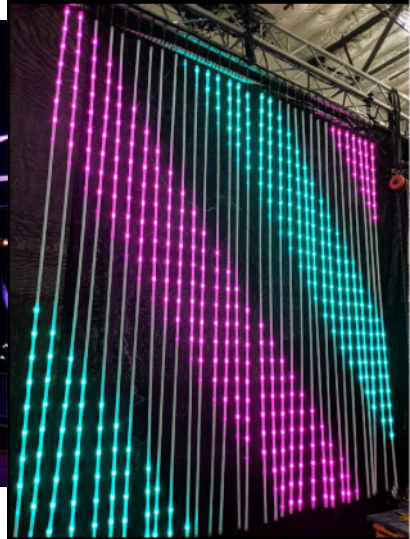
RGB Glow Tree Sample Shape



RGB Pixel Tree Light Sample



RGB Pixel Wall Sample



Giant Snow Flake

As you continue walking around the play area, the Apres Ski theme will continue as you find a Giant Snow Flake lit up in cool white mini LED lights approximately 16' long and 10' tall surrounded by cool white LED pole trees to complete the area.

Giant Snowflake



Deck Walk Through (located near the restroom building)

Area Features:

The Deck Walk Through area will feature a Giant Adirondack Chair with a step to get up to the main seat. The Giant Chair will be a wonderful photo op for all the visiting guests. The outside of the deck structure will be outlined with C7 bulbs around the outside perimeter of the deck. The gazebos located on the deck walkthrough will also be outlined with lights.

The pine straw flower bed located at the entrance of the walkthrough will feature a fully lit tree with mini LED blanket ground lights with a low garden fence outlining the perimeter.

Giant Adirondack Chair



Water Pathway Area

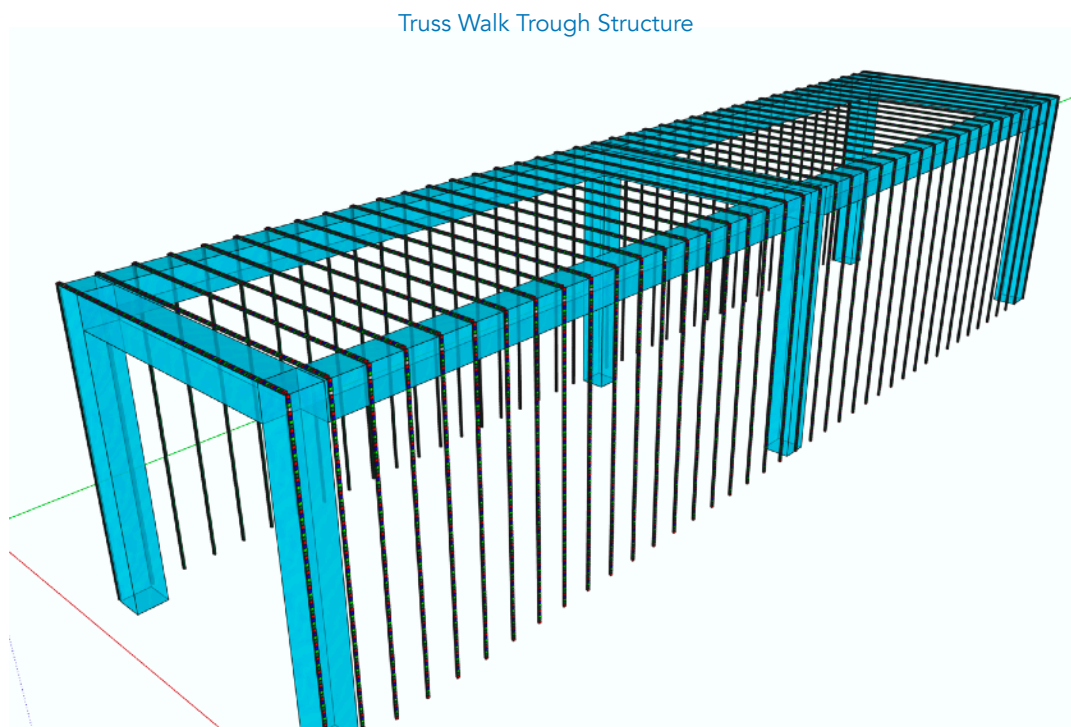
Area Features:

The water pathway will continue with the winter lodge theming around the play area and will be lighted with a mix of blue wash lights and mini LED light arches located evenly spaced along the water pathway. The water pathway will finish at the pool of lights located near the Main Playground Entrance where a light sculpture will be elevated above the rocks.

2nd Entrance into Playground (across from the Veterans Memorial)

Area Features:

We are going to create a Truss Tunnel of lights approximately 40' long. The mini LED lights will hang down both sides of the truss and will also create a ceiling of lights along the length of the truss. The sidewalk leading up to the park will be lit with C7 Pathway lights to lead the way.



Corner Tree Area Located across from the Skate Park

Area Features:

The corner across from the skate park will feature a Large glowing sign that will honor the 15 year anniversary of Dunwoody. The sign will also be decorated with various holiday decor to fit in with the ongoing theme.

Playground Tree Lighting

Area Features:

The Crepe Myrtles (7) will be wrapped with mini LED lights. (Refer to Overview for placement)

The bushes around the Crepe Myrtles will be wrapped with mini LED lights. (Refer to Overview for placement)

The 8 matching trees located around the path of the sidewalk will be lit with mini LED lights. (Refer to Overview for placement)

The bushes located along the Playground Main Entrance will be lit with mini LED Lights. (Refer to Overview for placement)

Other Features of the Displays

- * Placement of 3 Themed Directional signs will be placed around the pathways to guide visitors through the display.
- * Light covers will be placed over the Light poles in order to lower the intensity during the display season.
- * Various props will be placed around the display area to help stylize certain areas.
- * We will use light timers with a battery backup to schedule when the lights will automatically turn on.
- *LED wash lighting will be used to light the play structures to give them color at night. This will tie the them into the themed areas during the night.

Display Maintenance

We regularly walk and test the display elements to ensure everything is running and functioning correctly every week of the show run. One of our Techs is always on call if a problem does arise during the running time of the display. This ensures a prompt response to trouble shoot any problems on property. Our maintenance procedures will keep the display fully functional for the entire run.

Approximate Total Light Count - 85,000

Load In Dates:
November 2023

Display Open:
December 1-31, 2023

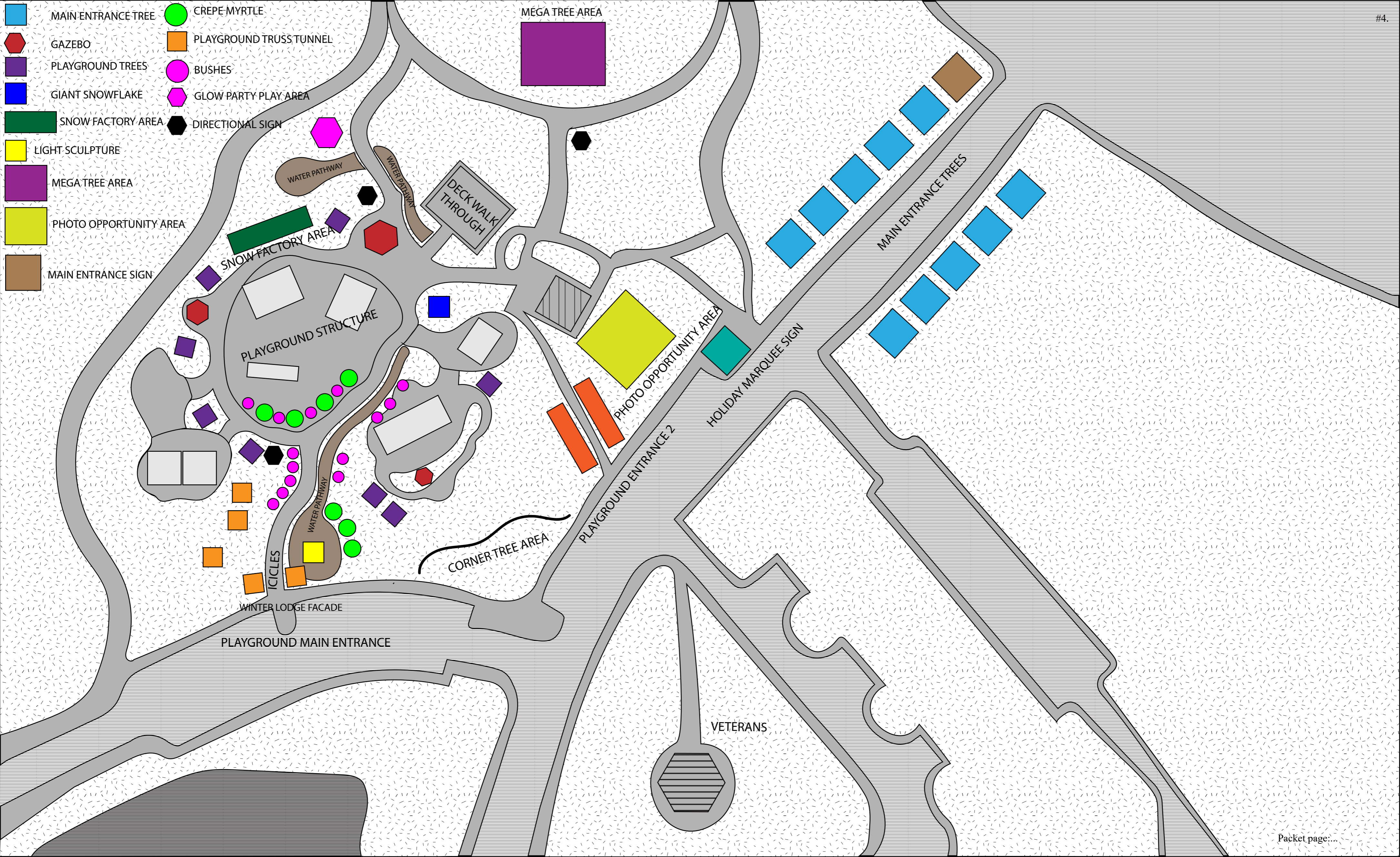
Strike Dates:
January 2024

Proposed Fee: \$80,000

Submitted By:

CHITWOOD
S T U D I O S

Brandon Chitwood
404.391.7026
info@chitwoodstudios.com



- MAIN ENTRANCE TREE
- GAZEBO
- PLAYGROUND TREES
- GIANT SNOWFLAKE
- SNOW FACTORY AREA
- LIGHT SCULPTURE
- MEGA TREE AREA
- PHOTO OPPORTUNITY AREA
- MAIN ENTRANCE SIGN
- CREPE MYRTLE
- PLAYGROUND TRUSS TUNNEL
- BUSHES
- GLOW PARTY PLAY AREA
- DIRECTIONAL SIGN

To: Mayor and City Council

From: Brent Walker, Parks and Recreation Director

Date: August 28, 2023

Re: Contract Award for Installation of Shade Structures for Brook Run Park Baseball Fields

Summary

Contract approval to for the installation of shade structures at Brook Run Park Baseball Fields.

Details

The City solicited quotes for the installation of much needed shade structures over the spectator areas at Brook Run Park baseball fields. The quotes received are attached to this memorandum. Dunwoody Senior Baseball has offered to donate \$47,516 for the project. Funding for this project will be allocated from the General Capital Repairs and Improvements Fund

Recommendation

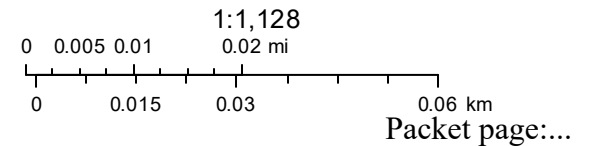
Staff respectfully requests that Council: (1) award a contract to Korkat in the amount of \$68,333 for materials and to Baldwin Building Systems Inc, in the amount of \$26,700 for installation and, a 10% contingency of \$9,500 for the project; (2) authorize staff to provide funding for the contract; and (3) authorize the City Manager to execute the necessary documents following satisfactory review by legal counsel.

Shade Structure Bids for Brook Run Park Baseball Fields

Line Item	Cantilever Shades		
	Baldwin/ Korkat	Pro Playgrounds	Gametime
Material 20x12	\$ 27,048.00	\$ 31,403.97	\$ 27,184.00
Material 33x14	\$ 43,488.00	\$ 42,047.38	\$ 45,735.00
Discount	\$ (4,769.52)	\$ (4,258.53)	
Shipping/Handling	\$ 2,566.00	\$ 2,820.55	inc
Subtotal	\$ 68,332.48	\$ 72,013.37	\$ 72,919.00
Installation	\$ 26,700.00	\$ 27,985.63	\$ 62,750.00
Total	\$ 95,032.48	\$ 99,999.00	\$ 135,669.00

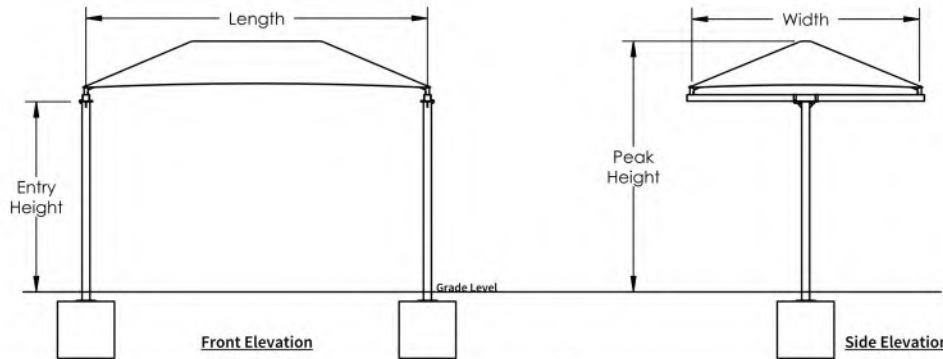
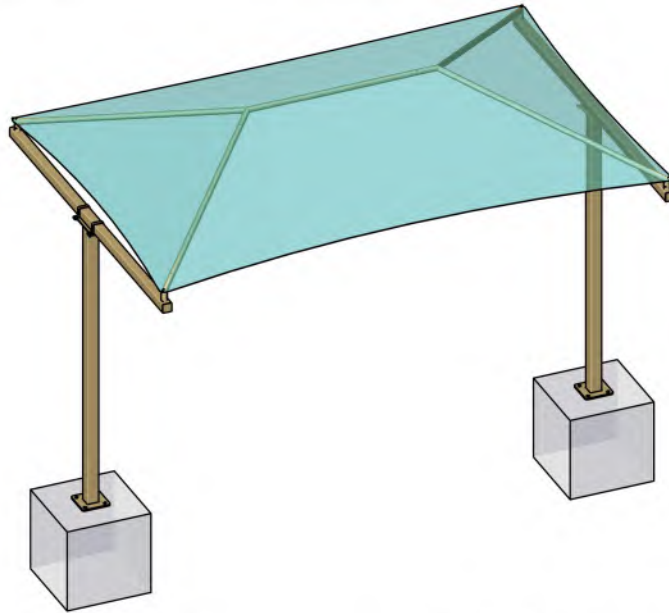


The City of Dunwoody does not warrant the accuracy or currency of the map provided and does not guarantee the suitability of the map for any purpose, expressed or implied.

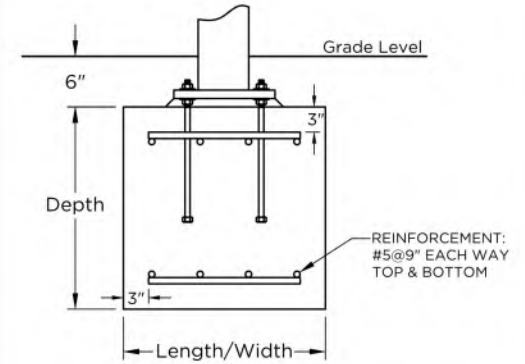


Tee Cantilever Hip Shade

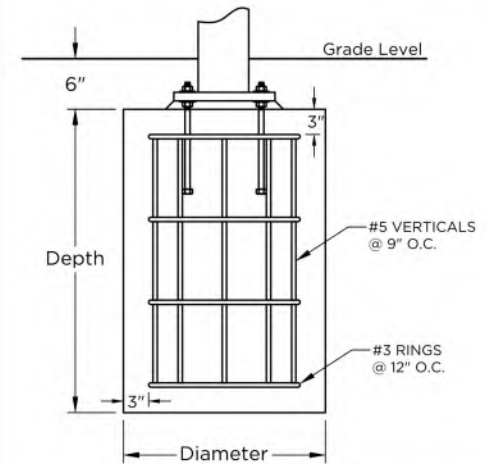
Length	20'	Width	12'	Entry Height	10'
Peak Height	12.42'	Elbow	Glide	Column Mount	Base Plate
Column Size	Ø5.0" 11-Ga	Rafter Size	Ø2.875" 12-Ga	Ridge Size	Ø2.875" 12-Ga
Column Length	10.5'	Rafter Length	8.53'	Ridge Length	8.88'
Dome Qty.	1	Column Qty.	2	Beam Size	5"x5"x3/16"



Square Footing		
Column	Length & Width	Depth
Single Cap	2.87	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	4.03	N/A
3'-0"	Out of range	N/A



SuperiorShade

QUOTE

SHADE SIZE

20' X 12'

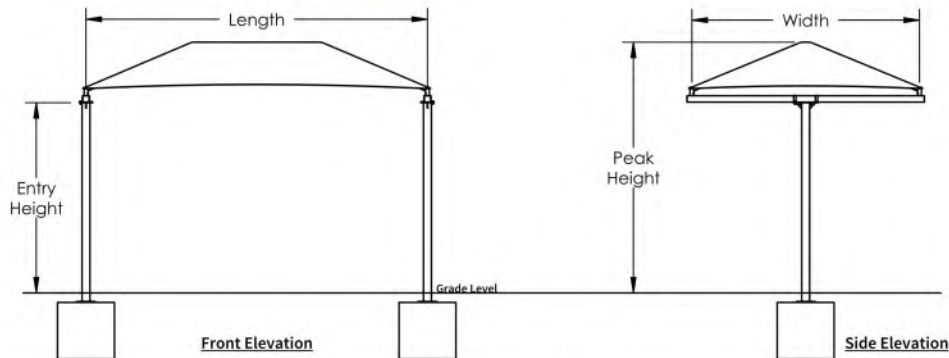
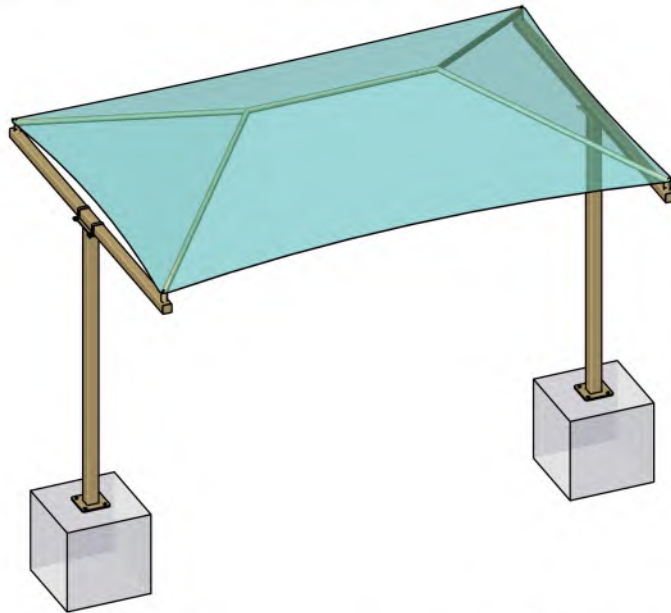
SHADE STYLE

**Tee Cantilever
Hip Shade**

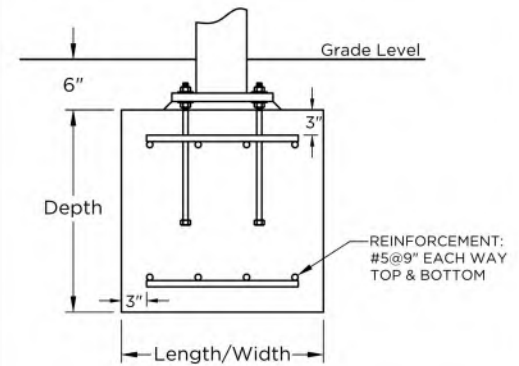
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

Tee Cantilever Hip Shade

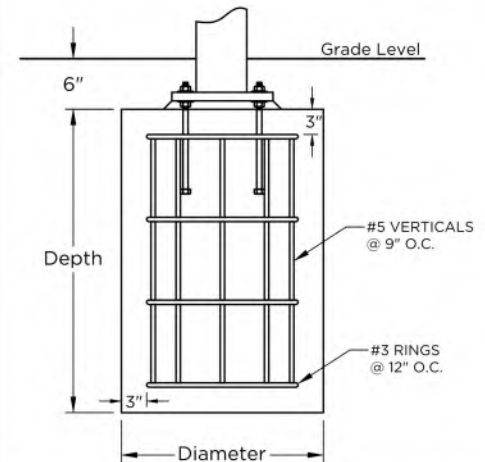
Length	33'	Width	14'	Entry Height	10'
Peak Height	12.83'	Elbow	Glide	Column Mount	Base Plate
Column Size	7"x7"x1/4"	Rafter Size	Ø3.5" 11-Ga	Ridge Size	Ø3.5" 11-Ga
Column Length	10.5'	Rafter Length	9.95'	Ridge Length	20.03'
Dome Qty.	1	Column Qty.	2	Beam Size	6"x6"x1/4"



Square Footing		
Column	Length & Width	Depth
Single Cap	3.98	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"		
2'-0"	Out of range	N/A
2'-6"	Out of range	N/A
3'-0"	5.39	N/A



SuperiorShade

QUOTE

SHADE SIZE

33' X 14'

SHADE STYLE

**Tee Cantilever
Hip Shade**

These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.

T Cantilever



Material Features

Fabric

- Made from UV stabilized high density polyethylene fabric that prevents fading from the sun
- Raschel-knitted to prevent fraying and shades 34' and larger receive Kevlar® reinforced corners
- Blocks up to 98% of harmful UV rays, depending upon color choice
- Fabric breathes allowing hot air to rise and escape
- Available fabric to meet California State Fire Marshal requirements, NFPA 701, and ASTM E84

Frames

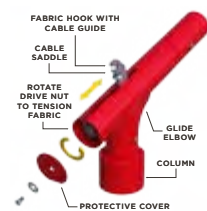
- Engineered to withstand wind speeds up to 150 mph with fabric removed
- Structural tubing complies with ASTM standards
- Finished product includes 6 to 8 mils of combined primer and powder coat — all backed by 5,000 hours of testing per ASTM Method B117



Glide Elbow™



Our Glide Elbow™ quick release mechanism allows for easy installation and removal of your fabric — in the case of a fabric refresh or inclement weather. All you need is a wrench or cordless drill (with the right sized socket). What's more, metal-on-metal wear is minimized with our fabric hook connection. Our Glide Elbow™ is backed by a [1-year limited warranty](#).



Certified Fabricator/Products

- LADBS Certified Fabricator*
- City of Houston Registered Fabricator*
- California Division of the State Architect

*Certificate available upon request.



Designer's Corner



Shade (Un)Covered Continuing Education Course



Our shades are available on CADdetails



View in 360° and choose colors with our Color Applier



Our shades are available on Sketchfab

Warranty

Superior Recreational Products (SRP) warrants that its product will be free from defects in materials and workmanship as well as maintain structural integrity for the periods listed below from the date of invoice and once SRP has been paid in full. This warranty is in effect only if the product has been assembled and installed strictly in accordance with the setup instructions provided by SRP, good construction practices, general maintenance and care is provided as per instructions in the customer packet, and has been subjected only to normal use and exposure. Product should be maintained per the instructions given at time of delivery.

- LW** Lifetime* Warranty on stainless steel hardware
- 20** 20-Year Limited Warranty on framework
- 10** 10-Year Limited Warranty on fabric
- 5** 5-Year Limited Warranty on powder coat
- 1** 1-Year Limited Warranty on cables
- 1** 1-Year Limited Warranty on materials not above

Pricing Policy

All prices are F.O.B. factor and do not include freight, installation, shipping, handling, surfacing, or applicable taxes. Prices are subject to change without notice.

Cancellation and Return Policy

To view our return policy, please visit superiorrecreationalproducts.com/returns.

Shipping Policy

To view our shipping policy, please visit superiorrecreationalproducts.com/shipping.

***View our complete warranty at srpshade.com/srp-shade-warranty.**

Color Options

Frames

Backed by a [5-year limited warranty](#).

Gloss

- | | | | |
|--|--------------------|---------------------------------------|--------------|
| | Red | | Blue |
| | Orange | | Periwinkle |
| | Butterscotch | | Royal Purple |
| | Yellow | | Burgundy |
| | NEW! Ice Butter CS | | Beige |
| | Spring Green | | Vanilla |
| | NEW! Ice Mint CS | | Brown |
| | Chartreuse | | Black |
| | Green | | White |
| | Sage | Matte, Textured & Metallic | |
| | NEW! Sea Mist CS | | Champagne |
| | NEW! Azure CS | | Metallic |
| | NEW! Ocean CS | | Bronze |
| | Sky Blue | | Starlight |

Waterproof Shade Fabric

For our Arched Cantilever, Flower, and Single Post and Cantilever Waterproof Umbrellas. Backed by a [10-year limited warranty](#).

- Tan
- White

YOUR QUOTES USE THESE FABRIC COLOR CHOICES

Traditional Fabric

This selection of fabric options includes colors that are California Fire Marshal certified and pass the NFPA 701 or ASTM E84 tests. Select color options are noted as flame retardant. Backed by a [10-year limited warranty](#).

- | | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Dual Shade Fabric

Available for an upcharge for our Hypar Umbrella, Triangle Sail, and Hyperbolic Sail. Backed by a [10-year limited warranty](#).

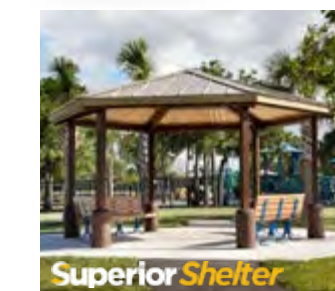
- | | | | | |
|--|--|--|--|--|
| | | | | |
| | | | | |
| | | | | |

CS Color Coming Soon! Ask your representative about availability.

Complete Your Space

When combined, Superior Recreational Products' product lines create complete site environments. Design your space using one superior company.

Visit srpshade.com, srpplayground.com, and srpsiteamenities.com to learn more.



Packet page:...



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council
From: Richard Platto, Finance Director
Date: August 28, 2023
Subject: To declare twelve vehicles from the Parks and Recreation, Community Development, Finance, and Police departments as surplus.

Action

Approve the Resolution to surplus twelve (12) vehicles within multiple departments and authorize the City Manager, or designee to dispose the vehicles in the most cost-effective manner.

Summary

The City has twelve (12) vehicles within multiple departments (see Exhibit A below) which staff has determined has no future use in our current operations.

Recommendation

Approve the Resolution to surplus twelve (12) vehicles within multiple departments and authorize the City Manager, or designee to dispose the vehicles in the most cost-effective manner.



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

EXHIBIT A

City of Dunwoody Vehicles for Surplus- 8/28/2023					
	Department	Year	Make	Model	VIN
1	Com Dev	2016	Ford	Escape	1FMCU0G74GuB19480
2	Com Dev	2008	Ford	F-150	VIN1FTRF12298KF05710
3	PD	2009	Ford	Fusion	3FAHP07Z09R144833
4	PD	2011	Ford	Crown Vic.	2FABP7BV8BX175404
5	PD	2015	Chevy	Tahoe	1GNLC2EC5FR268198
6	PD	2015	Chevy	Tahoe	1GNLC2EC7FR273810
7	PD	2015	Chevy	Tahoe	1GNLC2EC2FR270278
8	PD	2016	Chevy	Tahoe	1GNLCDEC0GR297198
9	PD	2016	Chevy	Tahoe	1GNLCDEC9GR293974
10	PD	2006	Dodge	2500	1D7KS28C06J245385
11	Park	2016	Ford	Escape	1FMCU0G76GUA72470
12	Finance	2016	Ford	Escape	1FMCU0G78GUA72468

A RESOLUTION TO DECLARE PROPERTY SURPLUS; TO PROVIDE A MECHANISM FOR THE SALE AND DISPOSAL OF SURPLUS PROPERTY; AND FOR OTHER LAWFUL PURPOSES

WHEREAS, the City of Dunwoody is authorized to declare property owned by the City as surplus when said property is deemed to be of no further use or value to the City; and

WHEREAS, the Mayor and City Council have identified the items brought forth by City staff to be of no further use to the City and wishes for said to be disposed as provided for by Georgia law.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DUNWOODY, as follows:

Section 1. That the Mayor and City Council hereby determine the aforementioned property, to be of no further use to the City and, therefore, declares said property to be surplus, suitable for disposal as directed by Georgia Law.

Section 2. That the Mayor and City Council hereby authorize the City Manager or designee to sell the vehicles and/or dispose of the equipment accordingly.

SO RESOLVED AND EFFECTIVE, this ____day of _____, 2023.

CITY OF DUNWOODY

Lynn P. Deutsch, Mayor

Attest:

Sharon Lowery, City Clerk

To: Members
 Dunwoody City Council

From: J. Jay Vinicki
 Assistant City Manager

Re: SPLOST II (2023) Resolution and Intergovernmental Agreement

Date: August 28, 2023

Action

To approve a Resolution indicating Dunwoody’s intent for funding from a proposed Special Purpose Local Option Sales Tax (SPLOST); to authorize the mayor to negotiate an Intergovernmental Agreement (IGA) with DeKalb County and the cities in DeKalb, to sign the IGA, and to later present to Council for ratification; and to authorize the mayor, city manager, city clerk, and/or city attorney to execute all documents necessary and proper concerning these two documents.

Summary/Details

The county’s first SPLOST (Special Purpose Local Option Sales Tax) is set to renew on the November ballot. The county and cities held a joint meeting on Friday, August 18, 2023 to discuss details concerning the proposal. The SPLOST is expected to generate \$850.4 million countywide, with \$59.9 million expected to be generated for projects within the City of Dunwoody.

The county and cities have agreed to a SPLOST lasting six years with a distribution formula based on boundaries of cities as of July 2023. For Dunwoody, that would represent 7.038% of countywide collections.

The Dunwoody City Council has had previous public discussions and based upon that input the project area budgets would look as below. The Resolution for approval expanded Dunwoody’s previous three categories (transportation, public safety, and repairs) to four categories (adding parks, recreation, and greenspace as one category.) The proposed funding will be broken down as follows:

	2023 ESRI/ARC
Transportation	50,053,130
Public Safety	8,163,634
Parks/Greenspace/Rec	1,035,417
Repairs	598,506
Total	59,850,687

Funding these areas will be effective May 2024 for six years and will be worked into the proposed 2024 Budget due August 31, 2023; however, since the SPLOST will not yet be voted on, the budget will also include a version should SPLOST not pass.

Both documents for approval are in draft form. Attachment A in the IGA is the IGA from the first SPLOST as the new version is currently being negotiated. This action seeks authorization for the mayor to negotiate with the cities and the county the final IGA based on the proposed population distribution attached to this memo, which has the city at 7.038% of the proceeds.

Recommendation

To approve a Resolution indicating Dunwoody's intent for funding from a proposed Special Purpose Local Option Sales Tax (SPLOST); to authorize the mayor to negotiate an Intergovernmental Agreement (IGA) with DeKalb County and the cities in DeKalb, to sign the IGA, and to later present to Council for ratification; and to authorize the mayor, city manager, city clerk, and/or city attorney to execute all documents necessary and proper concerning these two documents.

STATE OF GEORGIA
CITY OF DUNWOODY

RESOLUTION _____

A RESOLUTION OF THE CITY OF DUNWOODY, GEORGIA MAYOR AND CITY COUNCIL TO AGREE WITH DEKALB COUNTY TO CONTINUE THE SUSPENSION OF THE HOMESTEAD OPTION SALES AND USE TAX AND CONTINUE THE LEVY AN EQUALIZED HOMESTEAD OPTION SALES AND USE TAX; TO AGREE WITH DEKALB COUNTY TO CONTINUE A ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX; TO SPECIFY THE PURPOSES FOR WHICH THE PROCEEDS OF SUCH TAXES ARE TO BE USED BY DUNWOODY; TO AGREE TO HAVE DEKALB COUNTY REQUEST THE BOARD OF ELECTIONS OR THE ELECTION SUPERINTENDENT TO CALL AN ELECTION OF THE VOTERS OF DEKALB COUNTY TO APPROVE THE CONTINUATION OF SUCH SALES AND USE TAXES; TO APPROVE THE FORM OF BALLOTS TO BE USED IN SAID ELECTIONS; TO PROVIDE FOR THE ISSUANCE OF GENERAL OBLIGATION DEBT SECURED BY AND PAYABLE FROM THE SPECIAL PURPOSE LOCAL OPTION SALES TAX; AND FOR OTHER PURPOSES.

WHEREAS, Part 2 of Article 2A of Chapter 8 of Title 48 of the Official Code of Georgia Annotated allows for the suspension of the homestead option sales and use tax authorized by O.C.G.A. § 48-8-102 (the “HOST”) and replacement of such tax with the imposition of an equalized homestead option sales and use tax (the “EHOST”) for the purpose of reducing the ad valorem property tax millage rates levied by DeKalb County (the “County”) and the municipal corporations within the County (collectively, the “Municipalities”) on homestead properties; and

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “SPLOST Act”) authorizes the imposition of a county one percent sales and use tax (the “SPLOST”) for the purpose, inter alia, of financing certain county and municipal capital outlay projects, which include those set forth herein; and

WHEREAS, pursuant to O.C.G.A. § 48-8-109.2, the referendum election to determine whether to impose an EHOST must be held in conjunction with the referendum election to approve a SPLOST and unless both sales and use taxes are approved, neither shall become effective and the HOST will continue without interruption; and

WHEREAS, in an election held on November 17, 2017, the registered voters in the County voted in favor of suspending the HOST, imposing an EHOST and imposing a SPLOST; and

WHEREAS, the Mayor and City Council of the City of Dunwoody, Georgia (the “City”) have determined that it is in the best interest of the citizens of the City to (a) continue the suspension of the HOST and continue the imposition of the EHOST and to apply 100% of the proceeds collected from the tax to reduce ad valorem property tax millage rates and (b) continue the imposition of the SPLOST to raise funds for the purpose of funding certain capital outlay projects of the City (the “Projects”); and

WHEREAS, the City shall enter into an Intergovernmental Agreement with the County and the other Municipalities for the purpose of delineating the method of distribution of the proceeds of the SPLOST and the delineation of the capital outlay projects that will be funded as a result; and

NOW, THEREFORE, BE IT RESOLVED by the City Council, as follows:

- A. Assuming the questions of continuing the EHOST and SPLOST are approved by the voters of the special district in the election hereinafter referred to, the continued imposition of a one percent (1%) equalized homestead option sales and use tax is hereby authorized for the purposes allowed by state law and as specified in O.C.G.A. §48-8-109.1 *et seq.*
- B. Assuming the questions of continuing the EHOST and SPLOST are approved by the voters of the special district in the election hereinafter referred to, the continued imposition of the SPLOST is hereby authorized as follows:
 - 1. In order to finance the cost of the Projects, a SPLOST in the amount of one percent (1%) on all sales and uses in the County (and the Municipalities within the County) is to be levied and collected as provided in the SPLOST Act.
 - 2. The SPLOST shall be levied for a period of six years for the raising of approximately \$850,393,391 County-wide and approximately \$59,850,687 for the City.
 - 3. The proceeds of such SLOST received by the City shall be used to fund the Projects (including interest on any Debt (hereinafter defined) issued for the Projects). The Projects and the estimated costs of the Projects are set forth in Exhibit A. The costs shown for the Projects are estimated amounts based upon estimated total County collections (the "Collection Estimate"). If the actual collections exceed the Collection Estimate, the estimated costs of the Project will change accordingly. Furthermore, if a Project has been satisfactorily completed at a cost less than the estimated cost listed for that Project, the City may apply the remaining unexpended funds to any other Project.
 - 4. Pursuant to O.C.G.A. § 48-8-109.5(e), proceeds of the SPLOST shall be distributed according to the Intergovernmental Agreement.
- C. General Obligation Debt.
 - 1. Assuming that the reimposition of the SPLOST is approved by the voters of the County and in the City in the election herein referred to, the City is hereby authorized to issue its general obligation debt (the "Debt") (in whole or in part and in one or more series), secured by the portion of the proceeds of such SPLOST payable to the City, in a maximum aggregate principal amount of up to \$36,000,000. The proceeds of the Debt, if issued, shall be used to pay all or a portion of any of the Projects, the costs of issuing the Debt and capitalized interest. The Debt shall bear interest from the first day of the month during

which the Debt is to be issued or from such other date as may be designated by the City prior to the issuance of the Debt, which rates shall not exceed nine percent (9%) per annum. The actual rate or rates shall be determined in a resolution to be adopted by the City Council prior to the issuance of the Debt. The maximum amount of principal to be paid in each year during the life of such Debt shall be as follows:

<u>Year</u>	<u>Amount</u>
2025	6,000,000
2026	6,000,000
2027	6,000,000
2028	6,000,000
2029	6,000,000
2030	6,000,000

The County is hereby requested to insert the foregoing provisions in its resolution requesting the call of the elections and the related materials, including, but not limited to, the notice of election. The County may make modifications to such language with the approval of the Mayor or the City Manager.

2. The proceeds of the Debt shall be deposited by the City in separate funds or accounts. The SPLOST proceeds received in any year pursuant to the imposition of such tax, shall first be used for paying debt service requirements on the Debt for any such year before such proceeds are applied to any of the Projects. Proceeds of the SPLOST not required to be deposited in the separate fund in any year for the payment of principal and interest on the Debt coming due in the current year shall be deposited in a separate fund to be maintained by the City and applied towards funding the Projects to the extent such projects have not been funded with Debt proceeds.
3. Any brochures, listings, or other advertisements issued by the City Council or by any other person, firm, corporation or association with the knowledge and consent of the City Council, shall be deemed to be a statement of intention of the City concerning the use of the proceeds of the Debt, and such statement of intention shall be binding upon the City Council in the expenditure of such Debt or interest received from such Debt to the extent provided in O.C.G.A. § 36-82-1.

D. Call for the Election; Ballot Form; Notice.

1. The City Council hereby authorizes on its behalf for the County to request the Board of Elections or the Election Superintendent to call an election in all voting precincts in the County on the 7th day of November, 2023, for the purpose of submitting to the qualified voters of the County the questions

referred to in paragraphs 2 and 3 below. **NOTICE TO ELECTORS:** Unless BOTH the EHOST and SPLOST are approved, then neither sales and use tax shall become effective.

- 2. The ballot to be used in the EHOST referendum election shall be in substantially the following form:

<input type="checkbox"/> YES	Shall an equalized homestead option sales and use tax be levied and the regular homestead option sales and use tax be suspended within the special district within DeKalb County for the purposes of reducing the ad valorem property tax millage rates levied by the County and municipal governments on homestead properties?
<input type="checkbox"/> NO	

- 3. The portion of ballot relating the City and its Project to be used in the SPLOST referendum election shall be in substantially the following form:

<input type="checkbox"/> YES	<p>...(H) Dunwoody projects to be funded from Dunwoody’s share of the proceeds including (i) transportation, including, but not limited to, infrastructure preservation (road resurfacing, replacement and rehabilitation of bridges and drainage systems), pedestrian and bicycle path improvements (addition of sidewalks, streetscapes, bike lanes, and multi-use trails), congestion relief (intersection improvements, road widenings, traffic management, and signal upgrades), safety and operational improvements (addition/extension of turn lanes, elimination of sight distance problems and other safety concerns, as well as widened lanes and shoulders), (ii) public safety, (iii) parks, recreation and greenspace and (iv) repairs of capital projects...</p> <p>If imposition of the taxes is approved by a majority of the voters within the City of Dunwoody, such vote shall also constitute approval of the issuance of general obligation debt of the City of Dunwoody in the principal amount not to exceed \$36,000,000 to pay all or a portion of any of the Dunwoody projects, the costs of issuing the debt and capitalized interest.</p>
<input type="checkbox"/> NO	

The County is hereby requested to insert the foregoing provisions in its resolution requesting the call for the elections and the related materials. The County may make modifications to such language with the approval of the Mayor or the City Manager.

- E. The City Clerk is hereby authorized and directed to deliver a copy of this resolution to the County, along with the listing of the Projects and all other documentation necessary for effectuation of the Election Call.
- F. The proper officers and agents of the City are hereby authorized to take any and all further actions as may be required in connection with the continuation of the EHOST and the SPLOST.

[Remainder of Page Intentionally Left Blank]

ADOPTED this ___th day of August, 2023.

CITY COUNCIL OF THE CITY OF DUNWOODY,
GEORGIA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Clerk

EXHIBIT A

<u>Project*</u>	<u>Estimated Cost</u>
Transportation**	50,053,130
Public Safety**	8,163,634
Parks, Recreation and Greenspace**	1,035,417
Repairs of Capital Projects	598,506
	59,850,687

* The City may fund the City Projects in any order or priority that it may deem necessary or convenient.

** These projects may include land, facilities, equipment, vehicles and other capital costs related to such Project.

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH
DEKALB COUNTY RELATING TO THE CONTINUATION OF A
ONE PERCENT SALES AND USE TAX WITHIN DEKALB COUNTY

WHEREAS, Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “Act”) authorizes the imposition of a one percent sales and use tax (the “Sales and Use Tax”) for the purpose, among other things, of financing certain capital outlay projects; and

WHEREAS, the City of Dunwoody, Georgia (the “City”) and the other municipal corporations (collectively, the “Municipalities”) located within DeKalb County, Georgia (the “County”) and the County have determined that it is in the best interest of the citizens of the Municipalities and the County that the Sales and Use Tax be continued in the County for the purpose of funding certain capital outlay projects; and

WHEREAS, the Board of Commissioners of the County delivered or mailed a written notice (the “Notice”) to the mayor or the chief elected official of each Municipality regarding the imposition/continuation of the Sales and Use Tax; and

WHEREAS, the Notice contained the date, time, place and purpose of a meeting at which designated representatives of the County and the Municipalities met and discussed the possible projects for inclusion in the referendum, including municipally owned or operated projects (the “Projects”); and

WHEREAS, the Notice was delivered or mailed at least 10 days prior to the date of the meeting, and the meeting was held at least 30 days prior the issuance of a call for the referendum; and

WHEREAS, the Municipalities and the County desire to enter into an Intergovernmental Agreement pursuant to the Sales and Use Tax Act and Article IX, Section III, Paragraph I(a) of the Georgia Constitution with respect to the Projects and the Sales and Use Tax; and

WHEREAS, a form of the Agreement is attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the City Council, as follows:

Section 1. Authorization of Intergovernmental Agreement. The execution, delivery and performance of the Intergovernmental Agreement are hereby authorized and approved provided that the Intergovernmental Agreement includes a distribution percentage of at least 7.038% for the City. The Intergovernmental Agreement shall be executed by the Mayor or Mayor Pro-Tem and attested to by the Clerk. The Intergovernmental Agreement shall be in substantially the form attached hereto, subject to such changes, insertions or deletions as may be approved by the Mayor or Mayor Pro-Tem, and the execution of the Agreement by the Mayor or the Mayor Pro-Tem as herein authorized shall be conclusive evidence of any such approval.

Section 2. General Authority. From and after the execution and delivery of the Intergovernmental Agreement, the proper officers, employees and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents and certificates as may be necessary to carry out and comply with the purposes and intent of this resolution or the provisions of the Intergovernmental Agreement.

Section 3. Ratification. All acts and doings of the officers, employees and agents of the City which are in conformity with the purposes and intent of this resolution and in furtherance of the execution, delivery and performance of the Intergovernmental Agreement are hereby ratified and approved.

Section 4. Conflicts. All other resolutions, or parts thereof, in conflict with the provisions of this resolution are, to the extent of such conflict, hereby repealed.

Section 5. Effective Date. This resolution shall take immediate effect upon its adoption.

ADOPTED this __th day of August, 2023.

CITY COUNCIL OF THE CITY OF
DUNWOODY, GEORGIA

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
Clerk

CLERK'S CERTIFICATE

The undersigned Clerk of the City of Dunwoody, Georgia (the "City") DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to an Intergovernmental Agreement constitute a true and correct copy of the Resolution adopted by the City Council on August __, 2023 in a meeting duly called and assembled, which was open to the public and at which a quorum was present and acting throughout, and that the original of such Resolution appears of record in the Minute Book of the City, which is in the undersigned's custody and control.

WITNESS my hand and the official seal of the City, this __th day of August, 2023.

Clerk

(SEAL)

INTERGOVERNMENTAL AGREEMENT FOR THE USE AND DISTRIBUTION OF PROCEEDS FROM THE ONE PERCENT SPECIAL PURPOSE LOCAL OPTION SALES TAX

THIS AGREEMENT is made and entered into this 26th day of September, 2017 by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the “County”), and the City of Avondale Estates, the City of Brookhaven, the City of Chamblee, the City of Clarkston, the City of Decatur, the City of Doraville, the City of Dunwoody, the City of Lithonia, the City of Pine Lake, the City of Stonecrest, the City of Stone Mountain, and the City of Tucker, municipal corporations of the State of Georgia (hereinafter collectively the “Municipalities” and, individually, as the context requires, “Municipality”). This Agreement does not include the portion of the City of Atlanta located in DeKalb County, which is specifically excluded from the levy and receipt of SPLOST proceeds at this time pursuant to O.C.G.A. § 48-8-109.5(f).

WITNESSETH:

WHEREAS, the parties to this Agreement consist of the County and the Municipalities; and

WHEREAS, the parties anticipate that the DeKalb County Governing Authority will approve and sign a resolution requesting the DeKalb County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a Special Purpose Local Option Sales Tax (the “SPLOST”) and an Equalized Homestead Option Sales Tax (the “EHOST”); and

WHEREAS, O.C.G.A. § 48-8-110 et seq. (the “Act”), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the “SPLOST”) for the purpose of financing capital outlay projects, as that term is defined and described by the Act (“capital outlay projects” or “projects”), for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 31st day August, 2017; and

WHEREAS, the County and the Municipalities have reviewed O.C.G.A. § 48-8-109.5(e) and agreed upon a method to request the State Revenue Commissioner for the Georgia Department of Revenue (“Revenue Commissioner”) to strictly divide the SPLOST proceeds so that payments to the County and the Municipalities account for annexations and new cities created after the most recent decennial census; and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph 1 of the Constitution of the State of Georgia and O.C.G.A. § 48-8-109.5(e).

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Projects

- (A) All capital outlay projects, to be funded in whole or in part from County SPLOST proceeds, are listed in Exhibit A, which is attached hereto and made part of this Agreement.
- (B) The capital outlay projects, to be funded in whole or in part from the Municipalities' SPLOST proceeds, are listed in Exhibit B, which is attached hereto and made part of this Agreement.

Section 2. Representations and Mutual Covenants

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
 - (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (ii) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the County; and
 - (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 7th day of November, 2017, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be imposed on all sales and uses within the special district of DeKalb County for a period of six (6) years, commencing on the 1st day of April, 2018, to raise an estimated \$636,762,352 to be used for funding the projects specified in Exhibit A and Exhibit B; and
 - (v) Each County project funded by SPLOST proceeds shall be maintained as a public facility and in public ownership.
 - (vi) Upon the request of a Municipality by official Resolution of the Governing Authority of the Municipality, the County will take all actions necessary to add language to the referendum ballot presented to voters residing in the requesting Municipality to submit to those voters for their approval, the question of whether or not the requesting Municipality shall be authorized to issue general obligation debt of the Municipality in a not to exceed amount to be identified by the Municipality in its requesting Resolution.

- (B) Each of the Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
 - (ii) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (iii) This Agreement is a valid, binding, and enforceable obligation of the Municipality; and
 - (iv) The Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110 (4); and
 - (v) The Municipality is located entirely within the geographic boundaries of the special tax district created in the County; and
 - (vi) Each Municipality's projects funded by SPLOST proceeds shall be maintained as public facilities and in public ownership.
- (C) It is the intention of the County and Municipalities to comply in all applicable respects with O.C.G.A. §§ 48-8-109.1 *et seq.* and 48-8-110 *et seq.* and all provisions of this Agreement shall be construed in light of the applicable provisions found in O.C.G.A. §§ 48-8-109.1 *et seq.* and 48-8-110 *et seq.*
- (D) The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, installation, and execution of the projects specified in Exhibit A and Exhibit B of this Agreement, or any other capital outlay projects as defined and authorized under O.C.G.A. §§ 48-8-109.1 *et seq.* and 48-8-110 *et seq.* that are approved for such purposes hereafter.
- (E) The County and the Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of SPLOST proceeds.

Section 3. Conditions Precedent

- (A) The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the adoption of a resolution of the County calling for the imposition of the EHOST and SPLOST in accordance with the provisions of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*
- (B) This Agreement is further conditioned upon the approval of the proposed imposition of the EHOST and SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*

- (C) This Agreement is further conditioned upon the collecting of the SPLOST revenues by the Revenue Commissioner and transferring same to the County and Municipalities in conformity with the requirements of O.C.G.A. § 48-8-109.1 *et seq.* and O.C.G.A. § 48-8-110 *et seq.*

Section 4. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 7, 2017, shall continue for a period of six (6) years with collections beginning on April 1, 2018 or the date the Revenue Commissioner specifies as the collection start date.

Section 5. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of:

- (i) The official declaration by the DeKalb County Board of Registration and Elections of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all of the Municipalities of the last dollar of money collected from the Special Purpose Local Option Sales Tax after the expiration of the Special Purpose Local Option Sales Tax; or
- (iii) The completion of all projects described in Exhibit A and Exhibit B or approved for development with SPLOST proceeds hereafter.

Section 6. County SPLOST Fund; Separate Accounts; No Commingling

- (A) A special fund or account shall be created by the County and designated as the 2017 DeKalb County Special Purpose Local Option Sales Tax Fund (“SPLOST Fund”). The County shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- (B) Each Municipality shall create a special fund to be designated as the 2017 “*municipality name*” Special Purpose Local Option Sales Tax Fund. Each municipality shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (C) All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than SPLOST proceeds and accrued interest shall be placed in such funds or accounts.

Section 7. Procedure for Disbursement of SPLOST Proceeds

- (A) Pursuant to O.C.G.A. § 48-8-115, proceeds of the SPLOST shall be collected by the Revenue Commissioner and one percent (1%) of the amount of the SPLOST proceeds collected beginning April 1, 2018 shall be paid into the general fund of the state treasury in order to defray the costs of administration.
- (B) The remaining ninety-nine percent (99%) of the amount collected from the SPLOST (the "SPLOST proceeds") beginning April 1, 2018 shall be distributed to the County and each Municipality by the Revenue Commissioner pursuant to the percentages set forth below and the parties agree that such percentages shall remain unchanged until the expiration of this six (6) year Special Purpose Local Option Sales Tax:

City/County	Distribution Percentage
Avondale Estates	0.445%
Brookhaven	7.411%
Chamblee	4.000%
Clarkston	1.801%
Decatur	3.224%
Doraville	1.484%
Dunwoody	6.908%
Lithonia	0.294%
Pine Lake	0.108%
Stone Mountain	0.894%
Stonecrest	7.500%
Tucker	4.991%
Unincorporated-DeKalb	60.940%

The above-described distribution percentages shall be set forth in a Tax Certificate of Distribution, the form of which is attached hereto as Exhibit C, to be forwarded to the Revenue Commissioner at a date and time of his/her choosing. In the event of an annexation of previously unincorporated areas of the County by a Municipality or in the event of the creation and voter approval of a new municipality within the previously unincorporated areas of the County, the County agrees to fund and develop projects within such newly incorporated areas in the same manner, at the same rate and subject to the same standards of priority as similar projects are funded and developed at that time in the unincorporated area of the County.

- (C) Upon receipt by the County or Municipality of SPLOST proceeds collected by the Revenue Commissioner, the County and each Municipality shall immediately deposit said proceeds in a separate fund established by each government entity in accordance with Section 6 of this Agreement. The monies in each SPLOST fund

shall be held and applied to the cost of acquiring, constructing, installing, and executing, which includes project management, oversight auditing, and reporting, the County's and the Municipalities' respective capital outlay projects listed in Exhibit A and Exhibit B.

- (D) Should any Municipality cease to exist as a legal entity before all funds are distributed under this Agreement, that Municipality's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an Act of the Georgia General Assembly makes the defunct Municipality part of another successor municipality. If such an act is passed, the defunct Municipality's share shall be paid to the successor Municipality in addition to all other funds to which the successor Municipality would otherwise be entitled.

Section 8. Expenses

The County shall be responsible for the cost of holding the SPLOST election.

Section 9. Audits

During the term of this Agreement, the distribution and use of all SPLOST proceeds deposited in the SPLOST Fund and each Municipal SPLOST fund shall be audited in accordance with O.C.G.A. § 48-8-121 (a)(2) by the County's auditor for the County projects and by each Municipality's auditor for the respective Municipality's projects. The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits.

Section 10. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid to the following addresses. The parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by the City to the County Executive Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested.

DeKalb County:

Chief Executive Officer
Executive Assistant
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

County Attorney
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

City of Avondale Estates:

Mr. Clai Brown
City Manager
21 N. Avondale Plz.
Avondale Estates, GA 30002-13

With a copy to:

Robert E. Wilson, Esq.
Wilson, Morton & Downs LLC
125 Clairmont Avenue, Ste. 420
Decatur, GA 30030

City of Brookhaven:

Mr. Christian Sigman
 City Manager
 4362 Peachtree Road
 Brookhaven, GA 30319

With copy to:

Chris Balch
 Balch Law Group
 1270 Carolina St., Suite D120-315
 Atlanta, GA 30307

City of Clarkston:

Keith Barker
 City Manager
 1055 Rowland Street
 Clarkston, GA 30021-1711

With copy to:

Stephen G. Quinn
 Wilson, Morton & Downs LLC
 125 Clairmont Ave., Ste. 420
 Decatur, GA 30030

City of Doraville:

Regina Williams-Gates
 Interim City Manager
 3725 Park Avenue
 Doraville, GA 30340-1197

With copy to:

Cecil C. McLendon, Esq.
 3725 Park Avenue
 Doraville, GA 30340

City of Chamblee:

Jon Walker
 City Manager
 5468 Peachtree Road
 Chamblee, GA 30341-2398

With copy to:

Joe L. Fowler
 Fowler, Hein, Cheatwood &
 Williams, P.A.
 2970 Clairmont Road, Suite 220
 Atlanta, GA 30329

City of Decatur:

Peggy Merriss
 City Manager
 509 N. McDonough Street
 Decatur, GA 30030

With copy to:

Bryan Downs
 Wilson, Morton & Downs LLC
 125 Clairemont Ave., Ste. 420
 Decatur, GA 30030

City of Dunwoody:

Eric Linton
 City Manager
 41 Perimeter Ctr. East, Suite 250
 Dunwoody, GA 30346

With copy to:

Cecil McLendon, Esq.
 41 Perimeter Center East, Suite 250
 Dunwoody, GA 30346

City of Lithonia:

Cheryl Foster
City Administrator
6920 Main Street
Lithonia, GA 30058

With copy to:

Winston A. Denmark, Esq.
Fincher Denmark LLC
8024 Fair Oaks Court
Jonesboro, GA 30236

City of Stone Mountain:

Ms. ChaQuias Miller Thornton
City Manager
875 Main Street
Stone Mountain, GA 30083

With copy to:

Joe L. Fowler
Fowler, Hein, Cheatwood
& Williams, P.A.
2970 Clairmont Road, Suite 220
Atlanta, GA 30329

City of Tucker:

Tami Hanlin
City Manager
4119 Adrian Street
Tucker, GA 30084

With copy to:

Brian Anderson
Anderson Legal Counsel
4119 Adrian Street
Tucker, GA 30084

City of Pine Lake:

Valerie Caldwell
City Manager
462 Clubhouse Drive
Pine Lake, Georgia 30072

With copy to:

Laurel E. Henderson
Sumner Meeker LLC
14 East Broad Street
Newnan, GA 30263

City of Stonecrest:

Michael C. Harris
City Manager
3120 Stonecrest Blvd.
Stonecrest, GA 30038

With copy to:

Thompson Kurrie, Jr.
Coleman Talley LLP
3475 Lenox Road, NE, Suite 400
Atlanta, GA 30326

Section 11. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of the proceeds from the Special Purpose Local Option Sales Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Section 12. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the County and the Municipalities.

Section 13. Severability, Non-Waiver, Applicable Law, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 14. Compliance with Law

During the term of this Agreement, the County and each Municipality shall comply with all State law applicable to the use of the SPLOST proceeds, specifically including O.C.G.A. § 48-8-110, et seq.

Section 15. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (A) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least 10 years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within 15 days after the commencement of arbitration, the city or cities party to the arbitration shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.
- (B) The arbitration shall be governed by the laws of the State of Georgia.
- (C) The standard provisions of the Commercial Rules shall apply.
- (D) Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14.
- (E) The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

Section 16. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 17. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

DEKALB COUNTY, GEORGIA

(SEAL)

MICHAEL L. THURMOND
Chief Executive Officer

ATTEST:

BARBARA SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM AND
LEGAL VALIDITY:

ZACHARY L. WILLIAMS
Chief Operating Officer

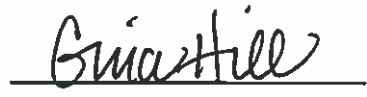
OVERTIS HICKS BRANTLEY
County Attorney

**CITY OF AVONDALE ESTATES,
GEORGIA**



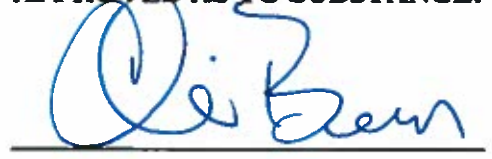
(SEAL)
Mayor

Attest:



Municipal Clerk

APPROVED AS TO SUBSTANCE:



City Manager

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**



City Attorney

CITY OF BROOKHAVEN, GEORGIA

Attest:



(SEAL)
Mayor



Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**



City Manager



City Attorney

CITY OF CHAMBLEE, GEORGIA

[Handwritten signature]

Mayor



Attest:

[Handwritten signature]

Municipal Clerk

APPROVED AS TO SUBSTANCE:

[Handwritten signature]

City Manager

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

[Handwritten signature]

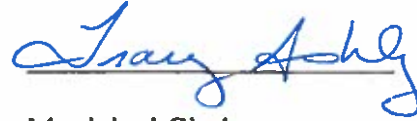
City Attorney

CITY OF CLARKSTON, GEORGIA

Attest:

 (SEAL)

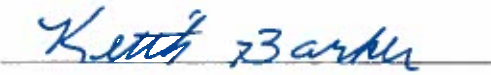
Mayor



Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**



City Manager



City Attorney

CITY OF DECATUR, GEORGIA

Attest:

Annica M. Santillo (SEAL)

Mayor

Jane K. Kordelky

Municipal Clerk

APPROVED AS TO SUBSTANCE:

Jessy Murrell

City Manager

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

Byron A. Ad...

City Attorney

CITY OF DORAVILLE, GEORGIA

Attest:

Donna Pittman

Donna Pittman
Mayor



Sherry D. Henderson

Sherry D. Henderson
Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

Regina Williams-Gates

Regina Williams-Gates
Interim City Manager

Ben Prickett

Ben Prickett, Esq.
Asst. City Attorney

September 8, 2017

CITY OF DUNWOODY, GEORGIA

Attest:

 (SEAL)

Mayor



Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**



City Manager



City Attorney

September 26, 2017

CITY OF LITHONIA, GEORGIA


Attest:


 (SEAL)
Mayor


Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**


City Manager


City Attorney



CITY OF PINE LAKE, GEORGIA

Attest:

Kyami Hamme (SEAL)

Mayor

Missye Varner

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

Naerue Caldwell

City Manager

Paul EA

City Attorney

CITY OF STONECREST, GEORGIA

 (SEAL)
JASON LARY, SR.
Mayor

Attest:


BRENDA JAMES
Municipal Clerk

APPROVED AS TO SUBSTANCE:


MICHAEL C. HARRIS
City Manager

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**


THOMPSON KURRIE, JR.
City Attorney

**CITY OF STONE MOUNTAIN,
GEORGIA**

Attest:

Patricia Wheeler (SEAL)

Mayor

Thonda A Blackmon

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

Charles Houston

City Manager

[Signature]

City Attorney

CITY OF TUCKER, GEORGIA

 (SEAL)

Mayor

Attest:



Municipal Clerk

APPROVED AS TO SUBSTANCE:



City Manager

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**



City Attorney

EXHIBIT "A"
County Projects

COUNTY PROJECT LIST

Revenue	388,042,978
1. Transportation Purposes	
1A. Road Resurfacing.	151,250,000
1B. Federal and State Transportation Project Matching Funds for Transportation Purposes.	25,550,000
1C. Pedestrian Improvements.	14,450,000
1D. Transportation Enhancements which include, but are not limited to, intersection upgrades, widening of narrow lanes, and improvements to roadway alignment, safety lighting, and sight distance.	9,000,000
1E. Multi Use Trails.	7,000,000
1F. Bridge Repairs and Improvements	7,000,000
1G. Sidewalks to Schools, Transit, and Other Locations.	4,000,000
1H. Traffic Signal Improvements.	2,350,000
1I. Community Improvement District Matching Funds for Transportation Purposes.	1,500,000
1J. Corridor Beautification.	1,250,000
1K. Public Transportation Shelters	150,000
1L. Transportation Project Management	9,701,074
1M. Commission District Transportation Projects.	7,056,673
2. Public Safety Facilities and Related Capital Equipment	
2A. Replace existing fire station(s) and construct new fire station(s) and related capital equipment.	41,151,612
2B. Repair fire stations and related capital equipment.	3,100,000
2C. Upgrade Fire Radio System.	1,500,000
2D. Purchase Fire Quick Response Units.	2,000,000
2E. Repair and replace police precinct(s) and public safety facility(ies.)	2,856,675
2F. Police Vehicles.	5,606,300
2G. Repair or replace Bobby Burgess Building.	27,300,000
2H. Planning and design for public safety training facility.	1,200,000
3. Repair of Capital Outlay Projects	
Parks and Recreation Repairs	
3A. Athletic Fields.	11,650,000
3B. Renovate athletic and recreation facilities including but not limited to roofs, shelters, and pavilions.	8,400,000
3C. Parks, playgrounds, and recreational areas.	6,900,000
3D. Pools and other aquatics facilities.	3,950,000
3E. Resurfacing trails and paved areas.	3,000,000
3F. Golf Courses.	1,000,000
3G. Tennis Court Resurfacing.	2,150,000
3H. Stream Bank Restoration / Drainage and Stormwater Improvements.	200,000
General Repairs	
3I. County Courthouse Administrative Complex Including Parking.	16,500,000
3J. General Senior Center Repairs.	1,000,000
3K. Repair of County Owned Health Care Facilities.	1,000,000
3L. General Library Repairs.	1,500,000
4. General Administrative Costs	
4A. General Administrative Cost for All Projects on Project List.	5,820,644
Expenditures	388,042,978

EXHIBIT "B"
City Projects

DEKALB COUNTY 2018 SPLOST
City of Avondale Estates
SPLOST Project List by Category

Project Category	Total Project Costs
Road Resurfacing/Paving	\$2,106,616
Transportation Improvements <ul style="list-style-type: none"> - Including, in no particular order of priority: US 278 engineering design, acquisition of right of way and construction of improvements; sidewalk improvements 	\$2,200,000
Public Safety <ul style="list-style-type: none"> - Including, in no particular order of priority: purchase of fully equipped patrol vehicles and radio communication equipment 	\$349,435
TOTAL	\$4,656,051

EXHIBIT "B"**CITY OF CHAMBLEE PROJECTS**

100% OF THE PROCEEDS (\$25,470,494.00) WILL BE USED FOR CAPITAL OUTLAY PROJECTS CONSISTING OF ROAD, STREET, AND BRIDGE PURPOSES, INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION OF ROADS, STREETS, BRIDGES, SIDEWALKS, BICYCLE AND PEDESTRIAN PATHS, INTERSECTION IMPROVEMENTS, STREETSCAPES, BRIDGE REPAIR, PATCHING, LEVELING, MILLING WIDENING, SHOULDER PREPARATION, CULVERT REPAIR AND OTHER REPAIRS NECESSARY FOR THE PRESERVATION OF ROADS, STREETS, BRIDGES SIDEWALKS AND BICYCLE AND PEDESTRIAN PATHS, IMPROVEMENTS TO SURFACE-WATER DRAINAGE FROM ROADS, STREETS, BRIDGES, SIDEWALKS AND BICYCLE AND PEDESTRIAN PATHS; ACQUISITION OF RIGHTS OF WAY FOR ROADS, STREETS, BRIDGES, SIDEWALKS AND BICYCLE PATHS; RELOCATION OF UTILITIES FOR ROADS, STREETS, BRIDGES SIDEWALKS AND BICYCLE AND PEDESTRIAN PATHS AND RENOVATION AND IMPROVEMENT OF ROADS, STREETS, BRIDGES, SIDEWALKS AND BICYCLE PATHS, INCLUDING RESURFACING.

CITY OF CLARKSTON 2017 SPLOST SUMMARY

TRANSPORTATION PROJECTS - Intersection Improvements, Signaling, Bridges and Dam Replacement up to and including the following projects in no particular priority order:

\$ 4,717,481 43.2%

- 20 Year Transportation Plan
- PATH Trail & Road Diet/Green Street Projects
- Intersection Improvements- Church St @ Glendale Rd
- Intersection Improvements- Northern Ave @ Mell Ave and Church St
- East Ponce de Leon/Church St Sidewalks
- Montreal Rd Pedestrian Improvements
- Market Street Sidewalks - from Rowland St to Market Crossing
- Bridge Rehabilitation on Casa Drive
- Replace Dam on Norman Rd Dam @ Clarkston Lake

ROADS PROJECTS - Milling & Asphalt Resurfacing, Road Diets and Streetscape Improvements up to and including the following projects in no particular order:

\$ 6,202,053 56.8%

- Milling & resurfacing Casa Drive from Mell Avenue to Dead End
- Milling & resurfacing Mell Ave from E. Ponce de Leon to Casa Drive
- Milling & resurfacing N. Decatur Rd to Erskine Rd
- Milling & resurfacing Market St to Dead End
- Milling & resurfacing Brockett Rd from US Hwy 78 off/on ramps to East
- Milling & resurfacing Market St to Church St
- Milling & resurfacing Carroll Park Drive
- Milling & resurfacing Vaughn St from Market St to Montreal Rd
- Road Diet East Ponce de Leon to Montreal (at South Fork Creek bridge crossing)
- PATH Trail & Road Diet/Green Street Projects
- City Streetscape Project
- Forty Oaks Forest Driveway Improvements

Totals

\$ 10,919,534 100.0%

EXHIBIT B

City of Decatur Projects

Project Title	SPLOST Funding
Debt Service	
Debt service for the acquisition of Fire Station No. 1, the Leveritt Public Works Building, and the Decatur Recreation Center from the Urban Redevelopment Agency of the City of Decatur through payment of installment payments under the Agreement of Sale dated December 15, 2010 between the City of Decatur and the Urban Redevelopment Agency of the City of Decatur.	\$4,600,000
Debt service for the acquisition of the Beacon Municipal Complex from the Urban Redevelopment Agency of the City of Decatur through payment of installment payments under the Agreement of Sale dated May 1, 2013 between the City of Decatur and the Urban Redevelopment Agency of the City of Decatur, including the Stormwater Projects, but not including the administrative facilities for the City Schools of Decatur.	\$8,900,000
Transportation	
Improvements to the Atlanta Avenue/W. Howard Avenue/W. College Avenue intersection.	\$5,920,000
Bicycle, pedestrian and traffic calming improvements	\$1,109,218
Total	\$20,529,218

Doraville

September 7, 2017

EXHIBIT "B"
City Projects

The percentages below are based on Doraville's estimated proceeds from the SPLOST, which are \$9,449,554.

Capital improvement projects related to Doraville related to transportation improvement projects including, but not limited to Infrastructure Preservation (road resurfacing, replacement and rehabilitation of bridges and drainage systems); Pedestrian and Bicycle Path Improvements (addition of sidewalks, streetscapes, bike lanes, and multi-use trails); Congestion Relief (intersection improvements, road widenings, traffic management, and signal upgrades); Safety and Operational Improvements (addition/extension of turn lanes, elimination of sight distance problems and other safety concerns, as well as widened lanes and shoulders: **\$7,087,165.5 (75% of the estimated proceeds)**)

Public Safety Facilities and Related Capital Equipment: \$944,955.40 (10% of estimated proceeds)

Repairs of Capital Outlay Projects: \$1,417,433.99 (15% of the estimated proceeds)

EXHIBIT B
DUNWOODY 2017 SPLOST PROJECT LIST

Item #	Purpose	Funding
	Transportation improvement projects including, but not limited to Infrastructure Preservation (road resurfacing, replacement and rehabilitation of bridges and drainage systems); Pedestrian and Bicycle Path Improvements (addition of sidewalks, streetscapes, bike lanes, and multi-use trails); Congestion Relief (intersection improvements, road widenings, traffic management, and signal upgrades); Safety and Operational Improvements (addition/extension of turn lanes, elimination of sight distance problems and	
1	other safety concerns, as well as widened lanes and shoulders)	\$36,787,543
2	Public Safety Facilities and Related Capital Equipment	\$6,000,000
3	Repairs of Capital Outlay Projects	\$1,200,000
Total		\$43,987,543

EXHIBIT A

Pine Lake City Projects to be Funded by SPLOST

Six year tax--anticipated collection of \$653,189

Projects will be prioritized as funds are received with total expenditures per project not exceeding the following budgeted figures and non-transportation/non-public safety capital repair projects not to exceed 15% of total receipts.

- \$300,000 Renovation/Expansion/Relocation of Public Safety and Courtroom Facilities
- \$ 20,000 Police Dash Cameras
- \$ 70,000 Renovation/Repairs of City Hall
- \$ 5,000 Restroom for Public Works Building
- \$150,000 Rebuild of Oak Road from Forrest Street to Spring Street
- \$168,500 Road/street repair and improvements including paving, curb resetting and storm water outlet repair and installation for all local surface streets, on a priority basis
- \$ 45,000 Police vehicle
- \$ 7,000 Public works enhanced gate repairs

**DEKALB COUNTY 2017 SPLOST
CITY OF LITHONIA PROPOSED PROJECT LIST**

PROJECT CATEGORIES*	Recommended SPLOST Expenditures
<i>Proposed Total SPLOST Expenditures</i>	\$ 1,784,215.00
TRANSPORTATION IMPROVEMENTS	\$ 1,076,000.00
Max Cleland Blvd/Stone Mountain St Intersection (Road resurface, pedestrian facilities & signalization); Crosswalk installation & repairs	
Installation/Repair of Sidewalks/Trails in the following areas: Conyers Street; Bruce Street, Klondike Road; Johnson & Cagle Streets; Parkway Drive; Park Drive; Ida Street; and Wiggins Street	
Resurfacing of roadways	
Traffic signalization improvements at intersection of Main St & Klondike Rd	
INFRASTRUCTURE IMPROVEMENTS	\$ 352,004.00
Repair & Install street light fixtures	
Gateway signage improvements	
Wayfinding signage (Main Street, Lithonia Park, Bruce Street Park)	
Landscaping at Gateways and other areas; trash receptacles	
Checking/Upgrading water pressures in Fire hydrants	
PUBLIC SAFETY (POLICE SERVICES & PUBLIC WORKS)	\$ 137,000.00
POLICE SERVICES	
Police Vehicles w/equipment, police vests	
PUBLIC WORKS	
Street Sweeper/Sewer Vac Vehicle	
FACILITIES IMPROVEMENTS	\$ 130,000.00
Install handicap railing at city hall entrance	
Repair/replace steps at city hall entrance	
Park improvements, e.g. lighting, bathrooms, etc.	
MAINTENANCE, OPERATIONS & RELATED PROJECT COSTS	\$ 89,211.00
GRAND TOTAL SPLOST PROJECTS 2018-2023	\$ 1,784,215.00

*NOTE: It is projected that the City of Lithonia will receive about \$1.78 M in SPLOST funds over six years. The proposed SPLOST Project List may require additional funding sources to cover any costs that exceed the available SPLOST proceeds.

**EXHIBIT B
CITY OF STONE MOUNTAIN
2017 SPLOST PROJECT LIST**

O.C.G.A. Chpt 8 of Title 48 Qualifying Statute	Project Category	Recommended SPLOST Funding	% of Total
	Transportation		
A	Improvements/Resurfacing Baltic Court, Ridge Avenue, Churchhill Court/Leland Drive, Main Street, Peppewood Lane, Redwood Court, Zachary Court, Lucille Street, Ridge Avenue, Rosewood Drive, Ridgemere Court, Sexton Drive, Vela Street, Leon Street, Cemetery Circle, VFW Drive, Zachary Drive, Other Street Improvements including Storm Water Utility projects relative to street rehab, Signs, Signs, Crosswalks	4,410,238	77.5%
	Public Safety		
H	Radio Communications Equipment, Acquisition of Police Vehicles/Equipment purchased through GMA Lease dated May 4, 2017, Other Police Equipment	252,048	
H	Fire Facilities and Related Capital Equipment	176,472	7.5%
	Parks/Capital Outlay		
E	Repair, improve equipment/restrooms/buildings/facilities at McCurdy Park; Repair, improve equipment/restrooms/buildings/facilities, resurface tennis courts, resurface basketball courts at Medlock Park; Repair, improve equipment/restrooms/buildings/facilities, resurface basketball courts at Leila Mason Park, other capital outlay improvements relative to parks and recreation	853,898	15%
	Total	5,692,656	100.0%

EXHIBIT "B"

STONECREST CITY PROJECTS		
Project Title	Note	Estimated Project Cost Funding
Resurfacing / Street Paving	1	\$10,000,000
Transportation Improvements Design and Planning (TID)	2	\$500,000
Transportation Improvements	3	\$18,039,000
Parks and Recreation	4	\$5,000,000
Bicycle and Pedestrian (Multi-Modal) Improvements		\$3,240,000
Capital Improvements - Public Safety (Fire and Police Facilities and Services) - City Hall		\$7,161,000
Construction and Program Management	5	\$3,820,000
Stonecrest Estimated Six-Year SPLOST Total		\$47,760,000

NOTES:

1. Based on street assessment completed by DeKalb County.
2. Transportation Improvements Design and Planning will be completed to develop and validate the project list thru a publicly driven process.
3. Transportation Improvements will be prioritize based upon criteria that will be developed during the TID Plan.
4. Includes the development of a Parks and Recreation Master Plan.
5. SPLOST Program and Construction Management fees for professional services to third parties for six years to manage the City SPLOST program and construction projects; and, the fees payable to the Department of Revenue for the collection and remittance of the City's SPLOST revenues.
6. The cost of each Project reflected herein is an estimate only and is subject to change in the discretion of the governing body of the City of Stonecrest because of a change in the Project's priority and/or the Projects actual cost.

EXHIBIT "B"

TUCKER SPLOST PROJECT LIST

In accordance with the restrictions of Equalized Homestead Option Sales Tax Act of 2015 and any future amendments, Tucker designates the following project list for the 2017 ballot referendum (the "City of Tucker Projects"):

Up to maximum of hundred percent (100%) of the proceeds for:

- (a) at least sixty-five percent (65%) of the proceeds for roads and drainage,
- (b) at least twenty percent (20%) multi-modal transportation consisting of, sidewalks, paths, and bikeways,
- (c) projects for fire facilities and Citywide safety equipment; and

up to a maximum 15% of the proceeds for capital outlay projects consisting of:

- (d) the parks and recreation system and public facilities.

EXHIBIT "C"

**SPECIAL PURPOSE LOCAL OPTION SALES AND USE TAX
CERTIFICATE OF DISTRIBUTION
UNDER EQUALIZED HOMESTEAD OPTION SALES TAX**

TO: State Revenue Commissioner

Pursuant to O.C.G.A. § 48-8-109.5(e) of Part 2 of Article 2A of Chapter 8 Of Title 48 of the Official Code of Georgia Annotated, the "Equalized Homestead Option Sales Tax Act of 2015", relating to the distribution of proceeds of the tax under Part 1 of Article 3 of said chapter, the County Special Purpose Local Option Sales & Use Tax, the governing authorities for DeKalb County and all municipalities located within the special district coterminous with the boundaries of DeKalb County, except that portion of the City of Atlanta in DeKalb County, hereby certify that the proceeds of the combination county/city special purpose local option sales and use tax generated in such district shall be strictly divided in the following percentage amounts as determined by the attached intergovernmental agreement between the parties named below. Such proceeds shall be distributed by the State Revenue Commissioner as follows:

- City of Avondale Estates, Georgia shall receive 0.445 %
- City of Brookhaven, Georgia shall receive 7.411 %
- City of Chamblee, Georgia shall receive 4.000 %
- City of Clarkston, Georgia shall receive 1.801 %
- City of Decatur, Georgia shall receive 3.224 %
- City of Doraville, Georgia shall receive 1.484 %
- City of Dunwoody, Georgia shall receive 6.908 %
- City of Lithonia, Georgia shall receive 0.294 %
- City of Pine Lake, Georgia shall receive 0.108 %
- City of Stonecrest, Georgia shall receive 7.500 %
- City of Stone Mountain, Georgia shall receive 0.894 %
- City of Tucker, Georgia shall receive 4.991 %
- County of DeKalb, Georgia shall receive 60.940 %

This certificate shall continue in effect until April 1, 2024.

As required by O.C.G.A. § 48-8-109.5(f), this certificate specifically excludes that portion of the City of Atlanta located in DeKalb County.

Executed on behalf of the governing authorities of the county and municipalities located wholly within the special district of DeKalb County, this _____ day of _____ 20 ____.

MAYOR, CITY OF AVONDALE ESTATES

MAYOR, CITY OF BROOKHAVEN

MAYOR, CITY OF CHAMBLEE

MAYOR, CITY OF CLARKSTON

MAYOR, CITY OF DECATUR

MAYOR, CITY OF DORAVILLE

MAYOR, CITY OF DUNWOODY

MAYOR, CITY OF LITHONIA

MAYOR, CITY OF PINE LAKE

MAYOR, CITY OF STONE MOUNTAIN

MAYOR, CITY OF STONECREST

MAYOR, CITY OF TUCKER

**CHIEF EXECUTIVE OFFICER
DEKALB COUNTY, GEORGIA**

\$ 850,393,391 <<< Six Year Rev
 \$ 141,732,232 <<< Avg Annual Rev

City	23 ESRI/ARC	Percent	Six Year	Average Year
Avondale	3,748	0.512%	\$ 4,354,014	\$ 725,669
Brookhaven	59,040	8.069%	\$ 68,618,243	\$ 11,436,374
Chamblee	30,172	4.124%	\$ 35,070,223	\$ 5,845,037
Clarkston	14,837	2.028%	\$ 17,245,978	\$ 2,874,330
Decatur	26,264	3.590%	\$ 30,529,123	\$ 5,088,187
Doraville	10,439	1.427%	\$ 12,135,114	\$ 2,022,519
Dunwoody	51,493	7.038%	\$ 59,850,687	\$ 9,975,115
Lithonia	2,639	0.361%	\$ 3,069,920	\$ 511,653
Pine Lake	749	0.102%	\$ 867,401	\$ 144,567
Stonecrest	60,971	8.333%	\$ 70,863,281	\$ 11,810,547
Stone Mountain	6,665	0.911%	\$ 7,747,084	\$ 1,291,181
Tucker	37,841	5.172%	\$ 43,982,346	\$ 7,330,391
Unincorporated	426,787	58.333%	\$ 496,059,977	\$ 82,676,663
Atlanta	41,350	NA	NA	NA
Countywide	772,995	100.000%	\$ 850,393,391	\$ 141,732,232
County less Atl	731,645	NA	NA	NA

Notes:

- (a) Six year revenue figure uses past twelve months, increases by 2% annually.
- (b) 2023 population done with current ARC/ESRI data; current maps.



MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Date: August 28, 2023

Subject: Approval of MOU Between the City of Dunwoody and the DeKalb County School District for Automated Speed Enforcement in School Zones

ACTION

Authorize the City Manager to sign a Memorandum of Understanding between the City of Dunwoody and the DeKalb County School District on the use of Automated Speed Enforcement (ASE) in school zones.

BACKGROUND/SUMMARY

On February 24, 2020, the City of Dunwoody signed a contract with RedSpeed for the installation and implementation of our Automated Speed Enforcement cameras in our school zones.

As you know, our department receives consistent and pervasive complaints about speeding in school zones. As much as possible, speed enforcement is conducted in various school zones daily using our Crime Response Team as well as Officers from Uniform Patrol. These enforcement efforts are manpower and resource intensive. Technology provides an effective and efficient alternative.

The sole purpose of an automated speed enforcement program in our school zones is to address the constant school zone speeding problem in three school zones by using technology with the objectives of increasing student safety, changing driver behavior, and reducing speeding complaints.

A permit for automated speed enforcement must be applied for through the Georgia Department of Transportation. The applicant for the permit is the DeKalb County School District. Since 2020, the Cities of Dunwoody, Brookhaven, Chamblee, and Doraville have all worked with various members of the DeKalb



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

County School District to come to an agreement on an MOU to govern the implementation of an automated speed enforcement program in our school zones.

After a recent discussion between the Chief of Police of Brookhaven and the new DeKalb County School District Superintendent, Dr. Horton, an agreement between them has been reached.

The MOU up for your consideration today mirrors that agreement. The MOU outlines each parties responsibility and provides a 10% share of the revenue generated to the DeKalb County School District to be used for law enforcement and public safety initiatives as defined under O.C.G.A. 40-14-18(m).

RECOMMENDATION

Staff recommends the City Council authorize the City Manager to sign the Memorandum of Understanding between the City of Dunwoody and the DeKalb County School District for automated speed enforcement in school zones.

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF DUNWOODY AND
DEKALB COUNTY SCHOOL DISTRICT**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the City of Dunwoody, Georgia (the “City”) and the DeKalb County School District (“DeKalb Schools”).

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which a school zone automated speed enforcement (“ASE”) program will function.

3. **Term.** This MOU shall be effective upon the date when last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for ten years.

4. **Conditions.**

Responsibilities of the City:

- a. Implement the ASE program through a contract with a third-party service provider for ASE services;
- b. Be responsible for approval and issuance of all speeding citations regarding the ASE program;
- c. Be responsible for adjudication of all speeding citations through the municipal court system;
- d. Take part in a press conference designed to notify the public of the ASE program; and
- e. Work with DeKalb Schools on Public Information & Education efforts.

Responsibilities of DeKalb:

- a. Complete and sign in a timely manner all required documents to obtain DOT permits for ASE in the school zone(s);
- b. Conduct a press conference to notify the public of the upcoming ASE program to include safety information, program duration, etc.;
- c. Work with the City to distribute pamphlets, & brochures to parents regarding the program; and
- d. Issue ongoing press releases throughout the duration of the program related to its effectiveness.

5. **Responsibilities of ASE Service Provider**

The City has contracted with RedSpeed for ASE services. The City shall ensure that Red Speed shall:

- a. Assist in obtaining DOT permit(s)

- b. Be responsible for all equipment installation/deployment, maintenance and repair;
- c. Supply brochures, and pamphlets containing safety and program information;
- d. Assist in PI&E efforts throughout the program; and
- e. Provide all services as outlined in contract between RedSpeed and the City.

6. Revenue Share

DeKalb Schools shall receive ten percent (10%) of the revenue received by the City from the ASE program. Such payment to DeKalb Schools shall be paid by the City by the 15th of the month for the previous month's receivables.

All funds received by the City of Dunwoody and DeKalb County Public School System shall be used for law enforcement and public safety initiatives as defined under O.C.G.A. § 40-14-18(m).

6. General Provisions

A. Amendments. Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia. The courts of the State of Georgia shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be DeKalb County, Georgia.

D. Entirety of Agreement. This MOU represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

CITY OF DUNWOODY

By: _____

Name: _____

Title: _____

Date: _____

DEKALB COUNTY PUBLIC SCHOOL SYSTEM

By: _____

Name: _____

Title: _____

Date: _____



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

To: Mayor and City Council
From: Richard McLeod, Director of Community Development
Date: August 28, 2023
Subject: Contract Amendment to the Municipal Services Contract for Planning and Zoning Services

ACTION

Authorize the mayor, city manager, or designee to execute all documents necessary and proper to amend the contract with the Collaborative to reflect internal staffing changes

SUMMARY DETAILS

The contract for Planning & Zoning services has been previously amended three times. The attached fourth amendment will formalize the following changes to accommodate departmental staffing needs:

Return the Senior Planner position to 30 hours from 40 hours per week due to enrollment in graduated school. This amendment will last until December.

STAFF RECOMMENDTION

Staff recommends **APPROVAL**.

ATTACHMENTS

Contract Amendment

MULTI-YEAR CONTRACT
The Collaborative SERVICE PROVIDER CONTRACT
RFP 20-04 MUNICIPAL SERVICE PROVIDER
AMENDMENT No. 4
PLANNING AND ZONING (P&Z) STAFF MODIFICATION

The Contract is hereby amended in accordance with the Contract, Appendix D—Cost Table, paragraph three as follows:

The purpose of Amendment No. 4 is to reduce the Senior Planner position from 40 hours to 30 hours per week for the period September to December 2023.

The following cost table reflects the above labor category change.

Position	FTE Equiv	2021 Direct Labor	2022 Direct Labor	2023 Direct Labor	2024 Direct Labor	2025 Direct Labor	Burden Ratio	Profit Ratio	Not-To-Exceed Price
P&Z/Deputy CD Director		\$105,000	\$107,625				67.50%	13.23%	\$384,282
Senior Planner	1.0 to .75	\$75,000	\$72,070	\$65,598	\$80,767	\$82,786	67.50%	13.23%	\$679,954
Planner II	1.0	\$65,000	\$66,625	\$68,291	\$69,998	\$71,748	67.50%	13.23%	\$617,493
Planner I	1.0	\$52,000	\$53,300	\$54,633	\$55,998	\$57,398	67.50%	13.23%	\$493,994
Planner II (Econ Dev)	.40		\$21,320	\$26,000	\$26,650	\$27,316	67.50%	13.23%	\$183,057
Planner I (Com Dev)	.36 to 0		\$4,805				67.50%	13.23%	\$8,684
Planning Tech/Admin	1.0	\$50,000	\$51,250	\$52,531	\$53,845	\$55,191	67.50%	13.23%	\$474,995
Arborist (On-demand)	.30	\$18,000	\$18,450	\$18,911	\$19,384	\$19,869	67.50%	13.23%	\$170,998
Code Enforcement Officer	1.0		\$105,000	\$107,625	\$110,316	\$113,073	67.50%	13.23%	\$788,019
Total	5.5 approx	\$365,000	\$500,445	\$393,589	\$416,957	\$427,381			\$3,801,477

All other contract terms and conditions remain unchanged.

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

CITY OF DUNWOODY, GEORGIA

By: _____
Lynn P. Deutsch

Title: Mayor

Date of Execution _____

Approved as to form:

City Attorney

Attest:

City Clerk

THE COLLABORATIVE

By: _____

Title: _____

Date of Execution: _____



MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Date: August 28, 2023

Subject: Discussion of Ordinance to Provide for the Mandatory Use of Video Surveillance Systems at Hotels, Motels, and Extended Stay Hotels

ACTION

Approve an ordinance to require mandatory use of video surveillance systems at hotels, motels, and extended stay motels.

BACKGROUND/SUMMARY

One of the most basic, fundamental responsibilities of government is to provide for the health, safety and welfare of all citizens and visitors to the City of Dunwoody.

Hotels, motels, and extended stay hotels generally experience a high level of crime in and around their premises. In order to improve the safety of those individuals staying or visiting these locations, the City believes the installation of a video surveillance system is a necessary requirement. Although some multifamily rental dwellings already have a video surveillance system, establishing certain requirements for these systems will be beneficial.

Some requirements of the ordinance include the establishment of camera technological standards, capabilities and placement, a requirement that cameras work 24/7, a requirement that all broken or non-functioning cameras be repaired within 10 days, and a notice of the use of a video surveillance system (VSS) be placed in a conspicuous place near the entrance.

This ordinance will be enforced by the Dunwoody Police Department and by Code Enforcement. The effective date of the ordinance for current hotels, motels, and extended stay hotels is January 1, 2024. They will have 90 days from this date to



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

comply with the ordinance. All new hotels, motels, and extended stay hotels must be in compliance prior to opening.

RECOMMENDATION

Staff recommends the City Council adopt the ordinance adding Sec. 10-25 Video Surveillance Systems for Hotels, Motels, and Extended Stay Hotels.

AN ORDINANCE OF THE CITY OF DUNWOODY TO PROVIDE FOR THE MANDATORY USE OF VIDEO SURVEILLANCE SYSTEMS AT HOTELS, MOTELS, AND EXTENDED-STAY HOTELS

WHEREAS, the City of Dunwoody is charged with preserving the health, safety and welfare of the citizens of the City;

WHEREAS, the Mayor and City Council find that a significant number of violent crimes occur at hotels, motels, and extended-stay hotels; and

WHEREAS, the Mayor and City Council find that in order to improve the health, safety and welfare of the citizens of the City residing in such communities, the installation of the video surveillance system is a necessary requirement.

NOW, THEREFORE, the Mayor and City Council of the City of Dunwoody, Georgia, hereby Ordains as follows:

Section 1: Chapter 10 (Business and Occupation Taxes, Licenses, and Regulations) of The City of Dunwoody, Georgia, Code of Ordinances is hereby amended by revising Article I ("In General"), by adding new Section 10-25 to read as follows:

Sec. 10-25. Video Surveillance Systems for Hotels, Motels, and Extended-Stay Hotels.

- (a) *Applicability.* The following regulations apply to all hotels, motels, and extended-stay hotels.
- (b) *Definition of Terms.*

Chief means the Chief of the Dunwoody Police Department or their designee.

Hotel or Motel means any structure consisting of one or more buildings with more than five dwelling-occupancy units with provisions for transient living, sanitation and sleeping, that is used and held out to the public to be a place where temporary lodging of 30 days or less is offered for pay to guests, is not intended for long-term occupancy, and does not otherwise meet the definition of an extended-stay hotel as defined in this section.

Extended-Stay Hotel means any structure consisting of one or more buildings, with more than five dwelling-occupancy units with provisions for transient living, sanitation and sleeping, that is used and held out to

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

the public to be a place where temporary lodging or residence is offered for pay (1) to persons for non-transient extended stays or stays longer than thirty (30) days, regardless of the presence of rentals or leases for shorter periods of time; or (2) for stays longer than fifteen (15) days in units equipped with kitchen facilities.

Premises means any lot or parcel of real property on which exists one or more hotel, motel, or extended-stay hotel.

Video Surveillance System (VSS) for the purpose of this ordinance shall mean a continuous digital surveillance system including cameras, cabling, monitors, and digital video recorders (DVR). This also includes Wi-Fi network cameras, provided that all footage can be saved and exported to an external storage device.

(c) *Video Surveillance Requirements.* All hotels, motels, and extended-stay hotels must:

- (1) Maintain a VSS in proper working order at all times, including outside of business hours;
- (2) Keep a VSS in continuous operation twenty-four (24) hours a day, seven (7) days a week;
- (3) Meet the minimum standards for placement of video cameras;
- (4) Meet the minimum technological standards established in this section;
- (5) Request an inspection of new construction plans or a one-time initial inspection of their VSS by the Chief for the approval of the placement of all VSS;

~~(6)~~ After the initial inspection, the applicant must submit an affidavit with each application for a renewal of their business license that the VSS is operational and in full compliance;

~~(6)~~~~(7)~~ Repair any broken or non-functioning item of VSS equipment within ten (10) days of receiving notice or discovering that the item is broken or not functioning properly; and

~~(7)~~~~(8)~~ Post a conspicuous notice at the entrance and exit of the premises that informs the public that the premises is monitored by a VSS system that is operational and recording.

(d) *Minimum Standards.* All VSS must comply with the following minimum standards of placement of video cameras:

**STATE OF GEORGIA
CITY OF DUNWOODY****ORDINANCE 2023-00-00**

- (1) All VSS are required to have no less than one (1) camera dedicated to each entrance/exit to each building located on the premises;
 - (2) All VSS are required to have no less than one (1) camera dedicated to each guest check-in or check-out area;
 - (3) All VSS are required to have no less than one (1) camera dedicated to each interior hallway and each walkway where the entrances to guest rooms are located;
 - (4) All VSS are required to have no less than one (1) camera dedicated to each lobby, swimming pool area, exercise facility, loading dock, dining area, recreational facility, and common area that is open to the public;
 - (5) All VSS are required to have no less than one (1) camera dedicated to each parking lot and/or area designated for customer or employee parking located on the premises, with sufficient cameras to cover all parking spaces within each parking lot and/or designated parking area;
 - (6) All VSS are required to have no less than one (1) camera dedicated to each of the entrances and exits to the premises;
 - (7) All VSS cameras must be capable of producing a retrievable and identifiable image on film, tape, or other recording medium that can be made a permanent record and that can ~~be~~ enlarged through projection or other means;
 - (8) All VSS cameras must remain unobstructed by any display, sign, or other item;
 - (9) Existing VSS shall be evaluated and upgraded if necessary to ensure full compliance with this section; and
 - (10) VSS cameras must be situated so that they do not observe, capture, or record activities or conversations of persons within dwellings, guest rooms, or other private places.
- (e) *Minimal Technological Standards.*
- (1) All VSS cameras must be high resolution color cameras capable of providing:
 - (A) Instant screen captures upon request;
 - (B) A digital image that clearly depicts the facial features of a person filmed; and,

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

- (C) Capable of producing images with InfraRed (IR)/night vision camera features, as necessary during low light to satisfy the foregoing subsections.
- (2) All VSS cameras must have at least the following standards:
 - (A) Minimum Resolution: 4MP (1440p);
 - (B) Image Size: 2560 x 1440;
 - (C) Pixels per image: 5,017,600;
 - (D) Aspect Ratio: 16:9;
 - (E) A minimum of 24 Frames Per Second (24 FPS);
 - (F) Convert video files to mp4 standard software files and convert picture files to JPG, JPEG, or TIP standard software files; and,
 - (G) The aforementioned technological standards are subject to change pursuant to subsection (f) of this section.
- (3) All VSS cameras must have a capability to record an area that extends no less than seventy-five (75) feet;
- (4) All VSS cameras must be operated in a fixed position and not in a panning motion;
- (5) All VSS cameras must display the correct date and time of each recording;
- (6) All VSS must use a digital video recording device to record images from each surveillance camera on the premises, and each recording device must be kept in a secured location that is remote from the surveillance cameras; and
- (7) The establishment shall retain the continuous digital images recorded by this system for no less than thirty (30) days.
- (f) *Inspections.* The VSS shall be subject to regular inspection by the Dunwoody Police Department, which is authorized to inspect any such system at reasonable times to determine whether it conforms to the requirements of this section. If the VSS does not conform to the standards set forth in this ordinance, the owner or operator of the establishment shall take immediate steps to bring the system back into compliance within ~~sixty-ten~~ (60) days of being notified of the VSS's non-compliance.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

~~(g) *Effective Date* This ordinance shall be effective beginning on January 1, 2024. All existing hotels, motels, and extended-stay hotels that have VSS installed prior to the effective date of this ordinance shall ensure said systems are in full compliance with this section and article and obtain an assessment approval from the Dunwoody Police Department within ninety (90) days of the effective date of this ordinance, the date upon which all such establishments must be compliant with the provisions of this ordinance. After the adoption-effective date of this ordinance, all new establishments covered by this section shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department before opening for business.~~

~~(g) *Deadlines for Compliance.* All hotels, motels, and extended-stay hotels existing when this ordinance is adopted shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department within one hundred eighty (180) days of the adoption of this ordinance. After the adoption of this ordinance, all new hotels, motels, and extended-stay hotels existing shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department before opening for business.~~

(h) *Enforcement, Violations, and Penalties.* The provisions of this ordinance may be enforced by any code compliance officer, inspector, or police officer. Any person who does anything prohibited or fails to do anything required by this ordinance, upon citation by a city employee and conviction of the violation in a court of competent jurisdiction, which includes the Municipal Court of the City of Dunwoody shall be subject to fine and/or imprisonment in accordance with Section 1-6 of this Code.

SO ORDAINED and effective this ___th day of ___ 2023.

Approved By:

Lynn P. Deutsch, Mayor

Attest:

Approved as to Form and Content:

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

Sharon Lowery, City Clerk
(SEAL)

City Attorney



MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Date: August 28, 2023

Subject: Discussion of Ordinance to Provide for the Mandatory Use of Video Surveillance Systems at Multifamily Rental Dwellings

ACTION

Approve an ordinance to require mandatory use of video surveillance systems at multifamily rental dwellings.

BACKGROUND/SUMMARY

One of the most basic, fundamental responsibilities of government is to provide for the health, safety and welfare of all citizens and visitors to the City of Dunwoody.

Multifamily rental dwellings generally experience a high level of crime in and around their premises. In order to improve the safety of those individuals staying or visiting these locations, the City believes the installation of a video surveillance system is a necessary requirement. Although some multifamily rental dwellings already have a video surveillance system, establishing certain requirements for these systems will be beneficial.

Some requirements of the ordinance include the establishment of camera technological standards, capabilities and placement, a requirement that cameras work 24/7, a requirement that all broken or non-functioning cameras be repaired within 10 days, and a notice of the use of a video surveillance system (VSS) be placed in a conspicuous place near the entrance.

This ordinance will be enforced by the Dunwoody Police Department and by Code Enforcement. The effective date of the ordinance for current multifamily rental dwellings is January 1, 2024. They will have 90 days from this date to comply with



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

the ordinance. All new multifamily rental dwellings must be in compliance prior to opening.

RECOMMENDATION

Staff recommends the City Council adopt the ordinance adding Sec. 8-92 Video Surveillance Systems for Multifamily Rental Dwellings.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

AN ORDINANCE OF THE CITY OF DUNWOODY TO PROVIDE FOR THE MANDATORY USE OF VIDEO SURVEILLANCE SYSTEMS AT MULTIFAMILY RENTAL DWELLINGS

WHEREAS, the City of Dunwoody is charged with preserving the health, safety and welfare of the citizens of the City;

WHEREAS, the Mayor and City Council find that a significant number of violent crimes occur at multifamily rental dwellings; and

WHEREAS, the Mayor and City Council find that in order to improve the health, safety and welfare of the citizens of the City residing in such communities, the installation of the video surveillance system is a necessary requirement.

NOW, THEREFORE, the Mayor and City Council of the City of Dunwoody, Georgia, hereby Ordains as follows:

Section 1: Chapter 8 (Building Code) of The City of Dunwoody, Georgia, Code of Ordinances is hereby amended by revising Article IV ("Miscellaneous Provisions"), by adding new Section 8-92 to read as follows:

Sec. 8-92. Video Surveillance Systems.

- (a) *Applicability.* The following regulations apply to all multifamily rental dwellings.
- (b) *Definition of Terms.*

Chief means the Chief of the Dunwoody Police Department or their designee, ~~or such other director as authorized by the chief executive officer or the executive assistant.~~

City employee means ~~any city employee or agent authorized by the chief executive officer, the executive assistant and/or the Chief to act, perform inspections, issue citations for violations of this Code, including but not limited to code compliance officers, inspectors, and police officers.~~

Multifamily rental dwelling means, ~~for purposes of this section, any multifamily structure, multifamily building, or other facility building containing four or more separate residential dwelling units which are promised and/or leased to a residential tenants for use as a home, residence, or sleeping unit.~~ This definition includes, but is not limited to,

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

~~multiple-family dwellings, multiple-family apartment units, apartment buildings, boardinghouses, rooming houses, group homes, and flats and any other structure containing four (4) or more residential dwellings.~~

Commented [BD1]: I changed this to eliminate duplexes, triplexes, houses with basement apartments, etc.

Premises means any lot or parcel of real property on which exists one or more multifamily rental dwellings or multifamily rental units.

Recreational Facility for the purpose of this ordinance shall mean any indoor and/or outdoor space available to all tenants for fitness and/or recreational purposes. This definition includes, but is not limited to, fitness facility, gaming/billiards room, playground, swimming pool area, tennis courts, terrace, and patio.

Video Surveillance System (VSS) for the purpose of this ordinance shall mean a continuous digital surveillance system including cameras, cabling, monitors, and digital video recorders (DVR). This also includes Wi-Fi network cameras, provided that all footage can be saved and ~~made available to the City of Dunwoody Police Department or any other law enforcement agency for review exported to an external storage device.~~

(c) *Video Surveillance Requirements.* All multifamily rental dwellings must:

- (1) Maintain a VSS in proper working order at all times, including outside of business hours;
- (2) Keep a VSS in continuous operation twenty-four (24) hours a day, seven (7) days a week;
- (3) Meet the minimum standards for placement of video cameras;
- (4) Meet the minimum technological standards established in this section;
- (5) Request an inspection of new construction plans or a one-time initial inspection of their VSS by the Chief for the approval of the placement of all VSS;
- ~~(6)~~ After the initial inspection, the applicant must submit an affidavit with each application for a renewal of their business license that the VSS is operational and in full compliance;
- ~~(6)~~~~(7)~~ Repair any broken or non-functioning item of VSS equipment within ten (10) days of receiving notice or discovering that the item is broken or not functioning properly; and
- ~~(7)~~~~(8)~~ Place their approved notice and notice of presence of VSS at the register. Post a conspicuous notice at the entrance and exit of the

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

premises that informs the public that ~~the premises are monitored by the premises is monitored by a VSS system that is operational and recording.~~

(d) *Minimum Standards.* All VSS must comply with the following minimum standards of placement of video cameras:

- (1) All VSS are required to have no less than one (1) cameras dedicated to each entrance/exit to each building located on the premises;
- (2) All VSS are required to have no less than one (1) camera dedicated to each leasing office and/or lobby, if applicable;
- (3) All VSS are required to have no less than one (1) camera dedicated to each interior hallway, if applicable;
- (4) All VSS are required to have no less than one (1) camera dedicated to each recreational facility, if applicable;
- (5) All VSS are required to have no less than one (1) camera dedicated to the parking lots and/or areas designated for tenant and guest parking and/or employee parking located on the premises, with sufficient cameras to cover all parking spaces within each parking lot and/or designated parking area;
- ~~(6)~~ All VSS are required to have no less than one (1) camera dedicated to each of the entrances and exits to the premises; ~~and,~~
- ~~(7)~~ All VSS cameras must be capable of producing a retrievable and identifiable image on film, tape, or other recording medium that can be made a permanent record and that can be enlarged through projection or other means;
- ~~(6)~~
- ~~(8)~~ All VSS cameras must remain unobstructed by any display, sign, or other item; ~~,-~~
- ~~(9)~~ Existing VSS at multifamily rental dwellings shall be evaluated and upgraded if necessary to ensure full compliance with this section; and
- ~~(7)(10)~~ VSS cameras must be situated so that they do not observe, capture, or record activities or conversations of persons within dwellings or other private places.
- ~~(8)~~ Approval Notice and Notice of Presence of VSS:
 - ~~(A)~~ The approval notice and a notice to the public that a VSS is operational, and recording must be prominently displayed at the entrance and exit of the premises.

Commented [BD2]: Needed for compliance with OCGA 16-11-62

Commented [BD3]: Consolidated with (c)(7) above.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

~~(B) — Existing VSS at multifamily rental dwellings as of the effective date of this ordinance will be evaluated to ensure full compliance with this section by the applicable effective date of this ordinance.~~

- (e) *Minimal Technological Standards.*
 - (1) All VSS cameras must be high resolution color cameras capable of providing:
 - (A) Instant screen captures upon request;
 - (B) A digital image that clearly depicts the facial features of a person filmed; and,
 - (C) Capable of producing images with InfraRed (IR)/night vision camera features, as necessary during low light to satisfy the foregoing subsections.
 - (2) All VSS cameras must have at least the following standards:
 - (A) Minimum Resolution: 4MP (1440p);
 - (B) Image Size: 2560 x 1440;
 - (C) Pixels per image: 5,017,600;
 - (D) Aspect Ratio: 16:9;
 - (E) A minimum of 24 Frames Per Second (24 FPS);
 - (F) Convert video files to mp4 standard software files and convert picture files to JPG, JPEG, or TIP standard software files; and,
 - (G) The aforementioned technological standards are subject to change pursuant to subsection (f) of this section.
 - (3) All VSS cameras must have a capability to record an area that extends no less than seventy-five (75) feet;
 - (4) All VSS cameras must be operated in a fixed position and not in a panning motion;
 - (5) All VSS cameras must display the correct date and time of each recording;
 - (6) All VSS must use a digital video recording device to record images from each surveillance camera on the premises, and each

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2023-00-00

recording device must be kept in a secured location that is remote from the surveillance cameras; and

(7) The multifamily rental dwelling shall retain the continuous digital images recorded by this system for no less than thirty (30) days;

~~(8) A digital video recording must be made available to the Chief or any other peace officer for viewing as soon as possible but no later than seventy-two (72) hours after being requested.~~

Commented [BD4]: Need consent, a warrant, or some exception to the Fourth Amendment.

(f) *Inspections.* The VSS shall be subject to regular inspection by the Dunwoody Police Department, ~~who~~ which is authorized to inspect any such system, at reasonable times to determine whether it conforms to the requirements of this section. If the VSS does not conform to the standards set forth in this ordinance, the owner or operator of the multifamily rental dwelling shall take immediate steps to bring the system back into compliance within ~~sixty-ten (610)~~ sixty (60) days of being notified of the VSS's non-compliance.

(g) *VSS Standards.* The Dunwoody Police Department will develop, maintain, and publish on the City website dated, written VSS standards that provide the minimum standards of VSS equipment, installation, and maintenance. Any new standards or changes to existing standards will become effective on May 1st of each year.

Commented [BD5]: Is this necessary in light of sections (d) and (e)? Suggest removing this to avoid inconsistent sets of standards.

(h) *Effective Date.* ~~This ordinance shall be effective beginning on January 1, 2024. All existing multifamily rental dwellings that have VSS installed prior to the effective date of this ordinance shall ensure said systems are in full compliance with this section and article and obtain an assessment approval from the Dunwoody Police Department within one hundred-eighty-ninety (18090) days of the effective date of this ordinance, the date upon which all multifamily rental dwellings must be compliant with the provisions of this ordinance. After the effective date of this ordinance, all new multifamily rental dwellings shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department before opening for business.~~

(i) *Enforcement, Violations, and Penalties.* The provisions of this ordinance may be enforced by any ~~city employee~~ code compliance officer, inspector, or police officer. Any person who does anything prohibited or fails to do anything required by this ordinance, upon citation by a city employee and conviction of the violation in a court of competent jurisdiction, which includes the Municipal Court of the City of Dunwoody shall be subject to fine and/or imprisonment in accordance with Section 1-6 of this Code.

SO ORDAINED and effective this ___th day of ___ 2023.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

Approved By:

Lynn P. Deutsch, Mayor

Attest:

Approved as to Form and Content:

Sharon Lowery, City Clerk
(SEAL)

City Attorney



MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Date: August 28, 2023

Subject: Discussion of Ordinance to Provide for the Mandatory Use of Video Surveillance Systems at Convenience Stores, Service Stations, and High-Risk Retail Establishments

ACTION

Approve an ordinance to require mandatory use of video surveillance systems at convenience stores, service stations, and high-risk retail establishments.

BACKGROUND/SUMMARY

One of the most basic, fundamental responsibilities of government is to provide for the health, safety and welfare of all citizens and visitors to the City of Dunwoody.

Convenience stores, service stations, and high-risk retail establishments generally experience a high level of crime in and around their premises. In order to improve the safety of those individuals visiting these locations, the City believes the installation of a video surveillance system is a necessary requirement. Although some convenient stores, service stations, and high-risk retail establishments already have a video surveillance system, establishing certain requirements for these systems will be beneficial.

Some requirements of the ordinance include the establishment of camera technological standards, capabilities and placement, a requirement that cameras work 24/7, a requirement that all broken or non-functioning cameras be repaired within 10 days, and a notice of the use of a video surveillance system (VSS) be placed in a conspicuous place near the entrance.



A high-risk retail establishment is defined as a retail establishment that has been designated as that by the Chief of Police as a result of having more than six calls for police, as defined, within thirty days or having a serious crime, as defined, happen at that location.

This ordinance will be enforced by the Dunwoody Police Department and by Code Enforcement. The effective date of the ordinance for current convenience stores, service stations, and high-risk retail establishments is January 1, 2024. They will have 90 days from this date to comply with the ordinance. All new convenience stores, service stations, and high-risk retail establishments must be in compliance prior to opening.

RECOMMENDATION

Staff recommends the City Council adopt the ordinance adding Sec. 10-24 Video Surveillance Systems for Convenience Stores, Service Stations, and High-Risk Retail Establishments.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

AN ORDINANCE OF THE CITY OF DUNWOODY TO PROVIDE FOR THE MANDATORY USE OF VIDEO SURVEILLANCE SYSTEMS AT CONVENIENCE STORES, SERVICE STATIONS, AND HIGH-RISK RETAIL ESTABLISHMENTS

WHEREAS, the City of Dunwoody is charged with preserving the health, safety and welfare of the citizens of the City;

WHEREAS, the Mayor and City Council find that a significant number of violent crimes occur at convenience stores, service stations, and other high-risk retail establishments; and

WHEREAS, the Mayor and City Council find that in order to improve the health, safety and welfare of the citizens of the City residing in such communities, the installation of the video surveillance system is a necessary requirement.

NOW, THEREFORE, the Mayor and City Council of the City of Dunwoody, Georgia, hereby Ordains as follows:

Section 1: Chapter 10 (Business and Occupation Taxes, Licenses, and Regulations) of The City of Dunwoody, Georgia, Code of Ordinances is hereby amended by revising Article I ("In General"), by adding new Section 10-24 to read as follows:

Sec. 10-24. Video Surveillance Systems for Convenience Stores, Service Stations, and High-Risk Retail Establishments.

- (a) *Applicability.* The following regulations apply to all convenience stores, service stations, and high-risk retail establishments.
- (b) *Definition of Terms.*

Call for Police Service means and includes any call to law enforcement involving an actual or alleged criminal violation that results in an officer being dispatched or directed to a business establishment and any instance of officer-initiated activity resulting from an actual or alleged criminal violation at a business establishment.

Chief means the Chief of the Dunwoody Police Department or their designee.

Convenience Store means a retail establishment primarily engaged in the retail sale of convenience goods, including but not limited to basic food, tobacco, gasoline, and/or non-prescription pharmaceutical items primarily for off-premises consumption and typically having extended

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

hours of operation in a small building of less than 10,000 square feet. This definition includes small retail stores located on the same parcel as, or operated in conjunction with, an automobile service or gas station.

Service Station means a retail gas station, a filling station, or any facility engaged in the retail sale of fuel for motor vehicles.

High-Risk Retail Establishment means a retail establishment that is not a convenience store or a service station, and has been designated as a High-Risk Retail Establishment by the Chief as a result of having more than ~~three six~~ (36) calls for police service within thirty (30) consecutive days or is a retail establishment where a serious crime such as murder, felony murder, aggravated assault, kidnapping, armed robbery, rape, child molestation, aggravated sodomy, aggravated sexual battery, any crime involving use of a dangerous weapon, or any felony possession or possession with intent to distribute controlled substances in violation of Georgia or federal law has occurred.

Premises means any lot or parcel of real property on which exists one or more convenience store, service station, or high-risk retail establishment.

Video Surveillance System (VSS) for the purpose of this ordinance shall mean a continuous digital surveillance system including cameras, cabling, monitors, and digital video recorders (DVR). This also includes Wi-Fi network cameras, provided that all footage can be saved and exported to an external storage device.

- (c) *Video Surveillance Requirements.* All convenience stores, service stations, and high-risk retail establishments must:
 - (1) Maintain a VSS in proper working order at all times, including outside of business hours;
 - (2) Keep a VSS in continuous operation twenty-four (24) hours a day, seven (7) days a week;
 - (3) Meet the minimum standards for placement of video cameras;
 - (4) Meet the minimum technological standards established in this section;
 - (5) Request an inspection of new construction plans or a one-time initial inspection of their VSS by the Chief for the approval of the placement of all VSS;

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

~~(6)~~ After the initial inspection, the applicant must submit an affidavit with each application for a renewal of their business license that the VSS is operational and in full compliance;

~~(7)~~(7) Repair any broken or non-functioning item of VSS equipment within ten (10) days of receiving notice or discovering that the item is broken or not functioning properly; and

~~(7)~~(8) Post a conspicuous notice at the entrance and exit of the premises that informs the public that the premises is monitored by a VSS system that is operational and recording.

(d) *Minimum Standards.* All VSS must comply with the following minimum standards of placement of video cameras:

(1) All VSS are required to have no less than one (1) camera dedicated to each entrance/exit to each building located on the premises;

(2) All VSS are required to have no less than one (1) camera dedicated to each register and/or check-out stand;

(3) All VSS are required to have no less than one (1) camera dedicated to each interior hallway;

(4) All VSS are required to have no less than one (1) camera dedicated to each area where retail goods are displayed for sale;

(5) All VSS are required to have no less than one (1) camera dedicated to each fuel pump and/or electric vehicle charging station;

(6) All VSS are required to have no less than one (1) camera dedicated to each loading dock located on the premises;

(7) All VSS are required to have no less than one (1) camera dedicated to each parking lot and/or area designated for customer or employee parking located on the premises, with sufficient cameras to cover all parking spaces within each parking lot and/or designated parking area;

(8) All VSS are required to have no less than one (1) camera dedicated to each of the entrances and exits to the premises;

(9) All VSS cameras must be capable of producing a retrievable and identifiable image on film, tape, or other recording medium that can be made a permanent record and that can be enlarged through projection or other means;

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

- (10) All VSS cameras must remain unobstructed by any display, sign, or other item;
 - (11) Existing VSS shall be evaluated and upgraded if necessary to ensure full compliance with this section; and
 - (12) VSS cameras must be situated so that they do not observe, capture, or record activities or conversations of persons within dwellings or other private places.
- (e) *Minimal Technological Standards.*
- (1) All VSS cameras must be high resolution color cameras capable of providing:
 - (A) Instant screen captures upon request;
 - (B) A digital image that clearly depicts the facial features of a person filmed; and,
 - (C) Capable of producing images with InfraRed (IR)/night vision camera features, as necessary during low light to satisfy the foregoing subsections.
 - (2) All VSS cameras must have at least the following standards:
 - (A) Minimum Resolution: 4MP (1440p);
 - (B) Image Size: 2560 x 1440;
 - (C) Pixels per image: 5,017,600;
 - (D) Aspect Ratio: 16:9;
 - (E) A minimum of 24 Frames Per Second (24 FPS);
 - (F) Convert video files to mp4 standard software files and convert picture files to JPG, JPEG, or TIP standard software files; and,
 - (G) The aforementioned technological standards are subject to change pursuant to subsection (f) of this section.
 - (3) All VSS cameras must have a capability to record an area that extends no less than seventy-five (75) feet;
 - (4) All VSS cameras must be operated in a fixed position and not in a panning motion;

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

- (5) All VSS cameras must display the correct date and time of each recording;
 - (6) All VSS must use a digital video recording device to record images from each surveillance camera on the premises, and each recording device must be kept in a secured location that is remote from the surveillance cameras; and
 - (7) The establishment shall retain the continuous digital images recorded by this system for no less than thirty (30) days.
- (f) *Inspections.* The VSS shall be subject to regular inspection by the Dunwoody Police Department, which is authorized to inspect any such system at reasonable times to determine whether it conforms to the requirements of this section. If the VSS does not conform to the standards set forth in this ordinance, the owner or operator of the establishment shall take immediate steps to bring the system back into compliance within ~~sixty-ten (6010)~~ days of being notified of the VSS’s non-compliance.
- (g) *Designation of High-Risk Retail Establishments.*
- (1) *Notice.* Upon the Chief’s determination that a business qualifies as a High-Risk Retail Establishment, the Chief shall issue a written notice of this determination by certified mail, return receipt requested, to the owner or operator of the business as indicated on the business’s most recent business license application or renewal. The written notice shall also notify the recipient of the right to appeal said decision as set forth in this section.
 - (2) *Notice of Appeal.* Should an aggrieved person or entity desire to appeal the Chief’s decision under this section, the following procedure shall apply: a notice of appeal must be filed with the city manager or designee within 15 calendar days after receipt of the decision. The notice of appeal shall be in the form of a letter and shall clearly identify all of the objections or exceptions taken to the Chief’s decision. The notice of appeal shall also contain an address for receipt of future notices. Should the aggrieved person or entity fail to file a notice of appeal within the time allowed, the right to appeal is lost.
 - (3) *Appeal Procedure.* Upon receipt of a timely and proper notice of appeal, the city manager or designee shall notify the appellant, in writing, of the date, time and place where a hearing will be held. The notice shall specify the time, place and date, not less than ten days nor more than 30 days after the date the notice is issued, on which the mayor and city council, or such hearing officer or board as the mayor and council may designate, shall conduct a hearing on the Chief’s decision. Said hearing shall be conducted in accordance with the administrative hearing procedures as adopted by resolution of the city council.

Commented [A1]: Appeal procedure is modeled after Section 10-18.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

(4) *Appeal Decision and Petition for Review.* The mayor and city council, or such hearing officer or board as the mayor and council may designate, shall issue a written decision, including specific reasons for the decision pursuant to this section, to the appellant within five days after the hearing. The written decision shall be filed with the Clerk and served upon the appellant by certified mail, return receipt requested. If the Chief’s decision is upheld, the appellant shall have 30 days from receipt of the written decision to file a petition for review pursuant to the Superior and State Court Appellate Practice Act.

~~(h) *Effective Date* This ordinance shall be effective beginning on January 1, 2024. All existing convenience stores, services stations, and high-risk retail establishments that have VSS installed prior to the effective date of this ordinance shall ensure said systems are in full compliance with this section and article and obtain an assessment approval from the Dunwoody Police Department within ninety (90) days of the effective date of this ordinance, the date upon which all such establishments must be compliant with the provisions of this ordinance. After the adoption effective date of this ordinance, all new establishments covered by this section shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department before opening for business. A business designated as a High-Risk Retail Establishment shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department within ninety (90) days after the Chief’s determination or the completion of any appeal or court review as provided in subsection (g) above, whichever is later.~~

~~(h) *Deadlines for Compliance.* All convenience stores, service stations, and high-risk retail establishments existing when this ordinance is adopted shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department within one hundred eighty (180) days of the adoption of this ordinance. After the adoption of this ordinance, all new convenience stores and service stations shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department before opening for business. A business designated as a High-Risk Retail Establishment shall ensure that VSS systems are installed and operating in full compliance with this section and obtain an assessment approval from the Dunwoody Police Department within ninety (90) days after the Chief’s determination or the completion of any appeal or court review as provided in subsection (g) above, whichever is later.~~

(i) *Enforcement, Violations, and Penalties.* The provisions of this ordinance may be enforced by any code compliance officer, inspector, or police officer. Any person who does anything prohibited or fails to do anything

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2023-00-00

required by this ordinance, upon citation by a city employee and conviction of the violation in a court of competent jurisdiction, which includes the Municipal Court of the City of Dunwoody shall be subject to fine and/or imprisonment in accordance with Section 1-6 of this Code.

SO ORDAINED and effective this ___th day of ___ 2023.

Approved By:

Lynn P. Deutsch, Mayor

Attest:

Approved as to Form and Content:

Sharon Lowery, City Clerk
(SEAL)

City Attorney

To: Mayor and City Council

From: Brent Walker, Parks and Recreation Director

Date: August 28, 2023

Re: Contract Award for Design Services of the Brook Run Park Maintenance Facility

Summary

Contract approval to LDDBlueline for the design and engineering of the Brook Run Park Maintenance Facility

Details

The City solicited input from LDDBlueline on the design, engineering and construction management of the Brook Run Park Maintenance Facility. LDDBlueline has a current contract with DeKalb County for on-call design services. The contract meets the needs of the City and can be utilized to implement their services. The Parks Director and Public Works Director have also worked with LDDBlueline on similar projects and recommend their services for this project. The project will be funded from the Capital Projects Fund.

Recommendation

Staff respectfully requests that Council: (1) award a contract to LDDBlueline in the amount of \$107,300 and 10% contingency of \$10,730 for the project; (2) authorize staff to provide funding for the contract; and (3) authorize the City Manager to execute the necessary documents following satisfactory review by legal counsel.



LETTER OF AGREEMENT

August 22, 2023

Mr. Brent Walker
Parks & Recreation Department
City of Dunwoody
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

Via email

**RE: Design Services
New Maintenance Facility
Brook Run Park
Dunwoody, Georgia**

Dear Brent,

LDDBlueline, Inc. (formerly Lyman Davidson Dooley) (the “Architect”) would like to thank you for the opportunity to provide professional design services for the proposed new maintenance facility at Brook Run Park. The City of Dunwoody (the “Client”) is looking to replace their existing maintenance facility with a newer building that does not sit in the center of the site while creating better traffic flow and parking on the site. The existing building is 2-stories due to the topography (with the northern side about ½ story above the southern side) and is approximately 11,000 square feet in size but it is a fair amount of underutilized space. We believe the new building can be smaller, approximately 7-8,500 square feet, which will help the site design and work better with the Client’s projected budget of \$1.5 million for the project.

Based on preliminary discussions between the Architect and the Client during our meeting on June 13th, we understand the project may include the following components as practicality and budget allow:

- Site elements to improve access to and flow within the site:
 - Providing new service entry/exits off Peeler Road to keep truck traffic out of the park.
 - Only have one entry/exit point from park drive that is for gators & small pickups.
 - Better organized staff parking.
 - Ideally space for four 30-yard dumpsters.
 - Tree & bush trimmings holding area for it to be ground up for mulch.
 - Maintain southern and eastern buffers along the public area of the park.
 - Provide a loading dock to accommodate shorter 18-wheel trucks but it could be a concrete projection from the building with trucks backing up parallel to the building to unload. This would coordinate with provision of loading docks in the building plan.

Georgia Office

1640 Powers Ferry Road
Building 1, Suite 100
Marietta, GA 30067
770.850.8494

Texas Office

333 Cypress Run
Suite 350
Houston, TX 77094
281.497.1040

Virginia Office

126 West Bruce Street
Suite 102
Harrisonburg, VA 22801
540.437.1228

- Building program to improve functionality:
 - 2-4 loading dock bays with floor at ruck level for material delivery and 1-2 bays with a ramp for intake & outtake of material.
 - Drive-in storage room for 2 mowers and 2ATV's.
 - Tool room with workbench and secure storage for servicing small equipment such as blowers, weed eaters, etc.
 - 3 City staff offices.
 - 2 small office areas for contract vendors with each having an office & common work area.
 - Breakroom to accommodate approximately 20 people that could also be used for occasional staff meetings.
 - 4 unisex toilets, one of which will have a shower.
 - Secure storage for City and vendors.
 - Some natural light with insulated glass or fiberglass panels.
 - HVAC will use split-system with electric heat for offices, breakroom, and toilets.
 - Emergency generator since public works utilizes the facility during bad weather.

No other architectural, engineering or consultant services are included within this scope of work but can be provided as an additional service at an agreed upon fee.

Conceptual Design & Site Verification:

Upon receipt of an executed Agreement from the Client, the Architect will conduct the Conceptual Phase of the project as follows:

- A. Review the site and building programming needs with the Client to confirm discussions from our initial meeting.
- B. The architect and engineers will visit the site to verify field conditions as needed.
- C. Prepare several diagrammatic plans showing layouts of the site with new circulation and building as well as diagrammatic layouts of the building for review by the Client.
- D. Develop an updated site plan, building plan(s) and elevations, and building section for review and approval by the Client.
- E. Preliminary estimate of probable construction cost to verify the scope of work.

GIS/Topo Survey Coordination:

The design team will work with the Client to utilize the Client's GIS data to serve as base survey information. The design team will notify the Client of missing base data required to complete the construction documents for the project so additional survey work can be performed by the Client. An on-site meeting may be held to review potential locations for new construction to verify these areas are properly documented and discuss existing conditions information that Client's staff may have knowledge of.

Construction Document Phase

Based on the approved Conceptual Design, the Architect will prepare the construction document package suitable for permitting and bidding. Construction Documents may consist of the following drawings:

Civil/Landscape:

- A. Demolition/Removal Plan addressing existing elements to be removed or modified.
- B. Staking/Layout Plan, including layout of vehicular and pedestrian access, and general site improvements.

- C. Site Grading/Drainage Plan including existing and proposed contours based on the survey.
- D. Indication of stream buffers that may impact the design or construction.
- E. Erosion, Sedimentation, and Pollution Control Plans and Details. It is assumed that actual land disturbance will exceed more than one acre for the entire project, therefore, NPDES permits will be required.
- F. Utility plan indicating connections for water, sewer, and natural gas if needed.
- G. Permitting coordination/review required by City of Dunwoody and DeKalb departments for connections or modifications to existing and new utilities.
- H. Site Work Construction Details as part of the overall project.
- I. Tree Protection/Replacement Plan as necessary to meet regulatory requirements.
- J. Specifications in the manual or on the drawings.

Architectural:

- A. Floor Plan(s).
- B. Reflected Ceiling Plan(s).
- C. Roof Plan and details.
- D. Exterior Elevations with enlarged areas as required.
- E. Overall Building sections at 1/8" = 1'-0" minimum
- F. Wall Sections at 3/4" = 1'-0".
- G. Enlarged Section Details at appropriate scale.
- H. Interior Elevations at appropriate scale.
- I. Door and Hardware Schedules.
- J. Specifications in the manual or on the drawings.

Structural Engineering:

- A. Structural Foundation Plan.
- B. Framing Plan(s).
- C. Typical Structural Details.
- D. Specifications in the manual or on the drawings.

Mechanical and Plumbing Engineering:

- A. HVAC/Plumbing Floor Plan(s).
- B. HVAC/Plumbing Schedules and details.
- C. Specifications in the manual or on the drawings.

Electrical Engineering:

- A. Site Electrical Plan.
- B. Lighting & Power Plan.
- C. Lighting Fixture Schedule.
- D. Electrical Panel Schedule and details.
- E. Power distribution riser diagram.
- F. Specifications in the manual or on the drawings.

Bidding Phase:

The Architect will provide the following services during this phase:

- A. Attend the Pre-bid Meeting.
- B. Assist the Client in issuing addenda and answering questions to Bidders.
- C. Assist in evaluating submitted bids for awarding the project.
- D. Limited assistance in reviewing scope reduction if needed to meet budget.



Letter of Agreement
New Maintenance Facility
Brook Run Park
August 22, 2023

Construction Phase

Review and coordination of shop drawings, answering RFI's, and coordination with the Contractor are included in this phase.

Construction Phase: Basic Services for field construction site visits during each phase shall be limited as follows:

Architectural	9 Intermediate Site Visits as needed to coordinate with OAC meetings 1 Punch List Visit
Civil	4 Site Visits
Structural	3 Site Visits
MEP Engineer	3 Site Visits, one engineer each trip

Any additional trips required due to no fault of the Architect or its consultants may be billed to the Client as an Additional Service after receiving written approval at the rate of \$700 per trip per person.

Fee Breakdown by Phase

Architectural and Engineering Services:

Conceptual Design & Site Verification	24%	\$25,200.00
GIS/Topo Survey Coordination	4%	\$ 4,500.00
Construction Documents	42%	\$45,600.00
Permitting	7%	\$ 7,000.00
Bidding	3%	\$ 3,500.00
Contract Administration	20%	\$21,500.00
Total	100%	\$107,300.00

Reimbursable Expenses

Reimbursable expenses are included in the lump sum fee. Additional expenses not associated with the normal day-to-day execution of the project will be approved prior to execution of the task. Reimbursable expenses not included in the above fee made in the interest of the Project and subject to reimbursement are:

1. Printing for permitting.
2. Expedited courier and shipping of documents & packages.
3. Artist's Renderings or Models requested by the Client.

Reimbursable expenses shall be billed at the actual incurred cost and backup will be provided with each invoice. Reimbursable expenses billed in the interest of the project are subject to the same payment requirements as the billings for professional services.

Additional Services

Additional Services are those services, or items of work, not included in the scope of this Letter of Agreement. This work, when identified or required, will be brought to the attention of the *Client* and, with approval, will be carried out on an hourly basis at the scheduled billing rates identified below or at an agreed upon lump sum fee.

- A. Additional design services outside the listed scope of work.

- B. Providing services of professional consultants other than those included within this agreement:
- C. Providing detailed estimates of construction cost beyond Construction Document Phase.
- D. Preparing drawings or exhibits used as legal documents other than reproducing the Conceptual Design or Construction Documents.
- E. Operating cost energy study, excluding the energy code study if required for permit.
- F. Providing services for revisions to permitted construction documents to reduce construction costs or contractor's cost savings requirements.
- G. Providing services for changing drawings and related conferences resulting from a reinterpretation of a project condition that has been previously reviewed and approved and found to be in code compliance by a government representative with jurisdiction over the project.

No additional services will be performed without prior authorization from the Client.

Billing

Invoices will be submitted monthly for work completed to date. Payment is due upon receipt of invoice. Payment not received within thirty (30) days of the invoice date may be assessed a late charge retroactive to the date of invoice. Payment of invoices shall not be subject to any discounts or set-offs by the Client unless agreed to in writing by the Architect.

The Architect's standard hourly billing rates for professional services through 2023 are outlined below:

Principal /Studio Director	\$195.00
Registered Architect / Sr. Interior Designer	\$175.00
Non-registered Designer	\$145.00
Sr. Landscape Architect or Engineer	\$175.00
Jr. Engineer	\$150.00
Site Designer	\$135.00
Designer	\$120.00
Administrative	\$ 90.00

These rates are applicable for Additional Services of the Architect. Additional Services required of outside consultants will be billed at their basic hourly rates times a multiplier of 1.1 for coordination by the Architect.

All administrative time required for back-up information on invoices will be billed at our standard hourly billing rates.

Other Considerations

1. The Client will provide the Subsurface Investigation if required for the Project.
2. It is understood that the Client will provide to the Architect, if requested, required testing reports, environmental impact studies, plats, legal descriptions, land costs, insurance requirements, boundary surveys, in order for the services described above to be performed.
3. The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where any entity can demonstrate

that it is structurally impractical to meet such requirements. The Client acknowledges that the requirements of the ADA will be subject to various and contradictory interpretations. The Architect, therefore, will use reasonable professional efforts to interpret applicable ADA requirements and other federal, state, and local laws, rules, codes, ordinances, and regulations as they apply to the project and cause the project to be designed accordingly. The Architect, however, cannot and does not warrant or guarantee that the Client’s project will comply with interpretations of ADA requirements as they apply to the project.

- 4. Special Inspections: Under Chapter 17 of the International Building Code it requires a variety of special inspections of a construction project by the Client. These Special Inspections per the Code cannot be made by the Architect or the General Contractor. Most clients contract directly with an independent inspection consultant for these services.
- 5. *The Architect will provide the Services to Dunwoody in accordance with ARTICLE IV. GENERAL CONDITIONS of that certain AGREEMENT FOR PROFESSIONAL SERVICES Contract No. 1272819 (On Call Architect and Engineering and Design Services for Facilities Management – Multiyear Contract) dated June 1, 2022, between DeKalb County, Georgia, and the Architect with the understanding that, for the purposes of this Letter of Agreement, wherever “the County” appears in said Article IV, “the Client” shall be substituted.*

Please indicate your acceptance by signing and returning a copy of this Letter of Agreement.

We look forward to working with the City of Dunwoody to continue the improvements at Brook Run Park.

Sincerely,
LDDBlueline, Inc.

Dave McCauley, AIA
Principal/ Director of Recreation Studio

City of Dunwoody

(Authorized Signature) (Date)

David McBrayer, AIA
Principal/ Director of Education Studio