

Norcross Photo Red Light Review - June 10, 2009



Client/Approach	Jan 2008	Feb 2008	Mar 2008	April 2008	Total - Jan - Apr 2008	Jan. 2009	Feb 2009	Apr 2009	Comments
Norcross 033- WB Beaver Ruin Rd @ Buford Hwy	230	220	246	240	936	56	73	120	Good performance in April. March 2009 Data not calculated during suspension period
Norcross 034- SB Buford Hwy @ Beaver Ruin	56	8	31	64	159	23	21	30	Low Performing
Norcross 048- SB PIB @ Medlock Bridge	196	224	217	163	800	47	33	48	
Norcross 074- WBMedlockbridge @ Peachtree Industrial	0	0	0	0	0	22	26	39	Low Performing
Total	482	452	494	467	1895	148	153 3%	237 55%	

Average Collection Rate - 80%

Average Rejection Rate - 10%

Description	Citation / Mo	Reject Rate	Collect Rate	Net Citat / Mo	Comments
Estimated Citation/Mo for Targeted Approaches (shaded green above)	168	10%		144	Net Citations per Month is the total for 2 Key Approaches using April Data, reduce by 5% for seasonality
Estimated Revenue	\$ 70.00		80%	\$ 8,044	Per Citation Revenue Reduce by 20% to account for historical collection rate
Revised LCI Cost/Approach	\$ 1,200			\$ 2,400	Assumes (2) approaches at \$1200 / month. Fee to be evaluated in 90 days based on continuing system performance
Estimated Gross Revenue/Cost / Month				\$ 5,644	Estimated Revenue per citation for 4 approaches less LCI Monthly Fee
City Cost of Program				\$ 1,700	Estimated City Cost of \$850 / Approach / month
Net Monthly Revenue				\$ 3,944	
Annualized Revenue				\$ 47,326	

Duluth Photo Red Light Review - May 29, 2009



Client/Approach	Jan 2008	Feb 2008	Mar 2008	April 2008	Total - Jan - Apr 2008	Jan. 2009	Feb 2009	Mar 2009	Apr 2009	Comments
Duluth 001- WB Pleasant Hill Rd	71	80	72	73	296	140	66	67	68	
Duluth 002- NB Peachtree Industrial	409	318	302	306	1335	160	71	62	87	
Duluth 003- EB Pleasant Hill RD	73	41	48	55	217	20	20	16	9	Marginal Performance
Duluth 004- SB Peachtree Industrial	190	192	206	265	853	440	99	77	92	
Duluth 047- NB Buford Hwy	45	52	48	46	191	32	20	22	28	Marginal Performance
Total	788	683	676	745	2892	792	276	244	284	
							-65%	-12%	16%	

Average Collection Rate - 80%

Average Rejection Rate - 10%

Description	Citation / Mo	Reject Rate	Collect Rate	NET Citat / Mo	Comments
Estimated Citation/Mo for Targeted Approaches (shaded green above)	247	10%		211	Net Citations per Month is the total for 3 Key Approaches using April Data, reduce by 5% for seasonality
Estimated Revenue	\$70.00		80%	\$11,826	Per Citation Revenue Reduce by 5% to account for historical collection rate
Revised LCI Cost/Approach	\$1,200			\$3,600	Assumes (3) approaches at \$1200 / month. Fee to be evaluated in 90 days based on continuing system performance
Estimated Gross Revenue/Cost / Month				\$8,226	Estimated Revenue per citation for 5 approaches less LCI Monthly Fee
City Cost of Program				\$2,550	Estimated City Cost of \$850 / Approach / month
Net Monthly Revenue				\$5,676	
Annualized Revenue				\$68,116	

DATED June _____, 2009

(1) LASERCRAFT INC

- and -

(2) CITY OF DULUTH

**RED LIGHT CAMERA
AGREEMENT**

THIS AGREEMENT is made on July 27th, 2009

BETWEEN

- (1) **LASERCRAFT INC** a Georgia corporation with its principal place of business at 1450 Oakbrook Drive, Suite 900, Norcross, Georgia 30093 ("**LaserCraft**").
- (2) **CITY OF DULUTH** a municipal corporation of the State of Georgia, having an address of 3276 Buford Highway, Duluth, Georgia 30096 ("**City**").

WHEREAS

- A. The parties hereto have previously entered into an agreement on January 15, 2007 (hereinafter referred to as the 2007 Agreement) whereby LaserCraft agreed to supply certain red light camera services for the City at defined locations and at fees as set out therein and that agreement has since terminated.
- B. The parties now wish to renew their contractual relationship by entering into a new agreement ("2009 Agreement") carrying over most of the original terms and conditions contained in the 2007 Agreement, to the extent that they are not varied by this 2009 Agreement which shall prevail over the 2007 Agreement where conflicting terms may exist.

NOW THEREFORE in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Save as amended by this Agreement, words and expressions defined in the 2007 Agreement shall bear the same meanings when used in this Agreement.
 2. Where the provisions of this Agreement conflict with the terms of the 2007 Agreement then the provisions of this 2009 Agreement shall prevail. The parties confirm that in all other respects the remaining terms of the 2007 Agreement shall have full force and effect as if repeated in full herein.
 3. LaserCraft shall decommission the following two approaches:
 - 3.1 Duluth 003-EB Pleasant Hill
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- 3.2 Duluth 047-NB Buford Hwy.
4. LaserCraft shall reactivate the following approaches:
- 4.1 Duluth 001-WB Pleasant Hill
- 4.2 Duluth 002-SB Peachtree Industrial
- 4.3 Duluth 004-SB Peachtree Industrial
5. Based on the revised value of the equipment employed in the provision of Services, LaserCraft shall reduce the monthly fee for the equipment to \$1,200 per approach per month and additionally shall temporarily forego additional charges for processing and maintenance.
6. The City shall pay LaserCraft a monthly fee covering the cost of hardware deployed and processing and maintenance services shall be provided at no additional cost to the City for 90 days from the commencement date.
7. LaserCraft shall provide the same processing services as stated in the 2007 Agreement but the labor schedule and turnaround on citation processing may be modified by LaserCraft to optimize its internal costs.
8. LaserCraft may at its option, increase the fixed monthly fee per approach to cover processing and maintenance costs on the following schedule:
- | | |
|-----------------|------------------------------------|
| October 1, 2009 | Not to Exceed \$1,450 per Approach |
| January 1, 2010 | Not to Exceed \$2,150 per Approach |
| May 1, 2010 | Not to Exceed \$2,650 per Approach |
9. LaserCraft and the City agree that future optional services including updates to the existing camera technology, back office application software, addition of video technology, and back office services that including LaserCraft providing the functions of citation printing, citation mailing, adjudication scheduling, and call center services may be provided at a cost not to exceed \$3,550 per Approach, excluding certified mail charges, at the option of the City.
10. Either party may terminate this Agreement for convenience upon first giving written notice to the other party of not less than sixty (60) days.
11. For ease of reference, the 2007 Agreement is attached as a schedule to this Agreement.
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THE CITY OF DULUTH

LASERCRAFT, INC.

By:

By:



Printed Name: Nancy Harris

PJ Lynch

Title: Mayor

President & CEO

Date: 7/27/09

Date: _____
