LAWRENCEVILLE
GEORGIA

CITY COUNCIL REGULAR MEETING

MINUTES

Monday, September 26, 2022	Council Assembly Room
7:00 PM	70 S. Clayton St, GA 30046

Call to Order

PRESENT
Mayor David Still
Mayor Pro Tem Glenn Martin
Council Member Victoria Jones
Council Member Austin Thompson
Council Member Marlene Taylor-Crawford

Prayer

Mr. Rory Johnson was present to provide the invocation.

Pledge of Allegiance

Mayor David Still led the group in the Pledge of Allegiance.

Agenda Additions / Deletions

Mayor Still noted that staff has requested for item #11 SUP2022-00072 to be administratively withdrawn and item #13 was tabled at the work session and will be placed on the October 12, 2022 work session.

Motion to approve agenda as amended made by Council Member Jones, Seconded by Council Member Thompson.
Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

Recognitions

1. Gas Department

Mayor Still recognized the Gas Department for receiving the American Public Gas Association (APGA) Safety Contest winner for the 2021 Calendar year. They have received this award for 8 years in a row.

2. Police Department - Officer Cumbie and Officer Barnes

   Mayor Still recognized Officer Cumbie and Officer Barnes for attending and passing the Habersham County Sheriffs office motorcycle skills training and challenge event which is a pass or fail course. Officer Cumbie earned first place and Officer Barnes earned second place.

Approval of Prior Meeting Minutes

Motion to approve the minutes as amended made by Council Member Thompson, Seconded by Council Member Jones.
Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

3. August 22, 2022 Regular Meeting and Executive Session
4. September 14, 2022 Work Session and Executive Session

Announcements

Mayor Pro Tem Glenn Martin recognized the accomplishments of the motorcycle officers and all members of the police department. He urged everyone to YouTube what these motor officer have to do to earn their motor wings.

Council Member Austin Thompson continued the recognition of the police department and the great work they did recently on Honeysuckle Circle to handle an incident. He also recognized the local small business members of the Lawrenceville community. Council Member Thompson noted that September 15th to October 15th is Hispanic Heritage Month.

Council Member Marlene Taylor- Crawford recognized that Georgia Gwinnett College has achieved the federal designation of Hispanic Student Institution status. She also noted that the bilingual housing expo will take place at Central Gwinnett High School on October 15th.

Mayor Still noted that he participated in the Bosnian Festival this past weekend. He also attended the Sam Cooke Story at the Lawrenceville Arts Center. Mayor Still then read upcoming events on the slides.

Public Comment

To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

No one signed up for Public Comment.

Consent Agenda

These are items on which the Mayor and Council are in agreement to approve and are placed on the agenda to be approved in one vote.

City Attorney Lee Thompson read the Consent Agenda into record.

Motion to approve the Consent Agenda made by Council Member Thompson, Seconded by Council Member Taylor-Crawford.
Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

5. Valhall K-9 International
6. Acquisition of 205 Culver Street
7. Provision of Landscape and Maintenance Services on an Annual Contract
8. View Point Co-Responder Amended Contract for Behavioral Health Services
9. Approval of a lease with Impact 46 for use of the previous water building on Winer Industrial Way

Public Hearing New Business
Discussion will be limited to 7 minutes per side including rebuttal. Discussions on Zoning issues will be limited to 10 minutes per side including rebuttal. Questions and answers from Council Members will not infringe on the time limit.

10. SUP2022-00071; GA Lawrenceville Sugarloaf, LLC; 3975 Sugarloaf Parkway

    Motion to withdraw without prejudice made by Mayor Still, Seconded by Mayor Pro Tem Martin.
    Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

11. SUP2022-00072; Learning Time; 141 Langley Drive

    This item was administratively withdrawn during agenda additions/deletions.

12. SUP2022-00073; David White; 725 Scenic Highway

    Planning Department Director Todd Hargrave presented this item and noted the change in conditions that were presented and sent to Council today. The applicant was not present at the meeting. The Mayor opened the public hearing and hearing and seeing no one the public hearing was closed.

    Motion to approve SUP2022=00073 with amended conditions presented today made by Mayor Pro Tem Martin, Seconded by Council Member Jones.
    Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

13. RZR2022-00011; Fairlane Capital LLC; 448 Grayson Highway

    This item was tabled to the October 24th Council Meeting when the Public Hearing will be held.

Council Business Old Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

14. Approval of Amendments to Electric Utility Rates Ordinances

    Chief Financial Officer Keith Lee presented this item and answered questions from Council.

    Motion to approve the Distributed Generation Ordinance, the Commercial Electric Rates Ordinance, The Residential Rates Ordinance and the Security Light Rates Ordinance made by Mayor Still, Seconded by Mayor Pro Tem Martin.Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

Council Business New Business

There is no public comment during this section of the agenda unless formally requested by the Mayor and the Council.

15. Purchase of Electrical Materials

    Electric Department Director Huston Gillis presented this item and answered questions from Council.

    Motion to approve made by Council Member Jones, Seconded by Council Member Thompson.
    Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

16. Cost Agreement with GA Gwinnett Lawrenceville Pike, LLC

    City Manager Chuck Warbington presented this item and answered questions from Council.

    Motion to approve made by Mayor Still, Seconded by Mayor Pro Tem Martin.
    Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

17. Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville (DDA) for the Reimbursement of 134 Northdale Road

    Assistant City Manager Barry Mock presented this item and answered questions from Council.

    Motion to approve made by Mayor Pro Tem Martin, Seconded by Council Member Thompson.
    Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

18. Subrecipient Agreement for use of Community Development Block Grant Funds (CDBG) Public Facility: Infrastructure Improvements

    Chief Financial Officer Keith Lee presented this item and answered questions from Council.

    Motion to approve made by Mayor Still, Seconded by Council Member Jones.
    Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

19. License Agreement – Central Baptist Church

    Captain Brad Grove presented this item and answered questions from Council.

    Motion to approve made by Council Member Jones, Seconded by Council Member Thompson.
    Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

Executive Session – Personnel, Litigation, Real Estate

Motion to move into executive session made by Council Member Thompson, Seconded by Council Member Taylor-Crawford.
Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

Motion to adjourn executive session made by Mayor Pro Tem Martin, Seconded by Council Member Jones.
Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

Report of items discussed in Executive Session
1 Personnel
1 Litigation

No Votes taken

Final Adjournment

Motion to adjourn made by Mayor Pro Tem Martin, Seconded by Council Member Thompson.
Voting Yea: Mayor Still, Mayor Pro Tem Martin, Council Member Jones, Council Member Thompson, Council Member Taylor-Crawford

Minute Signatures

____
David R. Still, Mayor

____
Karen Pierce, City Clerk

ORDINANCE NO: ZON-ORD-2022-17 CASE NO: SUP2022-00073

MAYOR AND COUNCIL

CITY OF LAWRENCEVILLE, GEORGIA

ORDINANCE

READING AND ADOPTION:

At the regular meeting of the Mayor and Council of the City of Lawrenceville, held at City Hall, 70 S. Clayton Street, Lawrenceville, Georgia.

PRESENT	VOTE
David R. Still, Mayor	Yes
Glenn Martin, Mayor Pro Tem	Yes
Victoria Jones, Council Member	Yes
Marlene Taylor-Crawford, Council Member	Yes
Austin Thompson, Council Member	Yes

On motion to APPROVE the requested Special Use Permit by Mayor Pro Tem Martin, seconded by Council Member Jones, which carried 5-0, the following ordinance was ADOPTED:

AN ORDINANCE TO APPROVE A SPECIAL USE PERMIT

WHEREAS, the Planning Commission of the City of Lawrenceville has held a duly advertised public hearing and has filed a formal recommendation with the Mayor and Council of the City of Lawrenceville upon an Application for a Special Use Permit from David White for the proposed use of Multi-Story Indoor Climate Controlled Self-Storage Facility on a tract of land described by the attached legal description, which is incorporated herein and made a part hereof by reference; and

WHEREAS, notice to the public regarding said Amendment to the Official

Zoning Map has been duly published in THE GWINNETT DAILY POST, the Official News Organ of the City of Lawrenceville; and

WHEREAS, a public hearing was held by the Mayor and Council of the City of Lawrenceville on September 26, 2022, and objections were not filed.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Lawrenceville this the 26th day of September 2022, that the aforesaid application for a Special Use Permit is hereby APPROVED WITH CONDITIONS.

Approval of a Special Use Permit for a multi-story Indoor Climate Controlled Self-Storage Facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
   A. The following uses shall be prohibited:
      - Adult Entertainment Facility
      - Auction House
      - Automobile Accessories Sales and Installation
      - Automobile Body Repair, Painting or Rebuilding
      - Automobile Broker
      - Automobile Manufacturing Plant
      - Automobile, Truck or Vehicle Storage Lot
      - Automobile Parts Store (with/without installation)
      - Automobile Repair and Maintenance (Principal Use)
      - Automobile Sales or Auction and Related Service (indoor/outdoor sales)
      - Automobile Wash (Carwash)
      - Bail Bonding

- Building Materials Sales (indoors/outdoors)
- Depot / Passenger Terminal (bus or rail)
- Dollar or Variety Store
- Garden Supply Center
- Hookah/Vapor Bar or Lounge
- Machine Shop
- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Salvage Operation or Junk Yard
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility
- Indoor or outdoor Vehicle and Vessel lease, rental, sales

B. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

E. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours;

2. To satisfy the following site development considerations:

A. The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Mayor and City Council, City Manager, and Director of Planning and Development.

B. Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.

C. Building Height and Stories shall be limited to a maximum height of thirty-five (35) feet and a maximum of three (3) stories.

D. Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.

E. Provide a ten (10) foot landscape strip adjacent to the right-of-way of Scenic Highway.

F. Provide a ten (10) foot landscape strip adjacent to all internal property lines.

G. Provide a six (6) foot concrete sidewalk adjacent to all public right-of-ways.

H. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways;

I. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure. Dumpster shall be located in the rear yard area only.

J. Natural vegetation shall remain on the property until the issuance of a development permit.

K. Any utility relocations shall be the responsibility of the developer.

3. The following variance is granted:

A. A variance to allow a reduction in the required number of off-street parking spaces from fifty (50) parking spaces to fourteen (14) parking spaces as shown on the Preliminary Site Plan prepared for A&D Storage, prepared by Civilogistix, dated June 9, 2009, presented to the Planning Commission during the September 6, 2022, public hearing.

B. A variance to allow a two (2) foot encroachment into the required Front Yard Setback area as shown on the Preliminary Site Plan prepared for A&D Storage, prepared by Civilogistix, dated June 9, 2009, presented to the Planning Commission during the September 6, 2022, public hearing.

____
David R. Still, Mayor

Date Signed: ____________________

ATTEST:

____
Karen Pierce, City Clerk

ORDINANCE ORD-2022-7

AN ORDINANCE TO AMEND SECTION 38-201 OF ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF LAWRENCEVILLE, GEORGIA RELATED TO ELECTRIC RATES

The City Council of the City of Lawrenceville, Georgia hereby amends Section 38-201 of Article VII, with an effective date of January 1, 2022, by deleting subsection 38-201 in its entirety and replacing with the following:

ARTICLE VII. – ELECTRIC UTILITY

Sec. 38-201. – Distributed Generation

(a) APPLICABILITY:

(1) Applicable to Customers in all areas served by the City of Lawrenceville (the City) and subject to its service rules, regulations, terms, policies and procedures, as amended from time to time, which are incorporated herein by this reference, and desiring to install a distributed generation facility. Customer account(s) must be in good standing.

(2) A distributed generation facility must:

a. Be owned (or leased) and operated by an existing Customer for production of electric energy, and
b. Be connected to and/or operate in parallel with the City's distribution facilities, and
c. Be intended primarily to offset part or all of the Customer's generator's requirement for electricity, and
d. Have peak generating capacity of not more than 10 kW for residential applications and not more than 125% of actual or expected maximum annual peak demand of the premise for commercial applications.
e. Be installed on the customer side of the meter.

(b) MONTHLY METERING CHARGE:

(1) Bi-Directional Metering Charge .... $10.00 per month

(2) The City will install bi-directional metering for all applicable Customers. All incremental costs for metering and associated equipment (e.g. poly-phase meters, trans-sockets, dual-gang sockets, etc.) and interconnection costs will be paid by the Customer at the time service is initiated under this policy. Additionally, Customer agrees to pay a monthly metering charge as outlined above.

(3) Bi-directional metering is defined as measuring the amount of electricity supplied by the City and the amount fed back to the City by the Customer's distributed generation facility during the billing period using the same meter. Bi-directional metering shall be used where distributed generation facilities are connected to the City on the Customer's side of the Customer's meter.

(c) PAYMENT FOR ENERGY:

(1) Bi-directional metering

a. Whenever the Customer's consumption exceeds the electricity generated by the Customer's distributed generation system, that electricity is supplied by the City. All electricity supplied by the City shall be billed by the City in accordance with its tariffs plus the Incremental Service Cost.

b. When electricity generated by the Customer's distributed generation system exceeds electricity supplied by the City, the Customer shall be billed for the customer charges as described in the standard rate for that billing period and credited for excess kWh generated during the billing period at the City's avoided energy cost.

(2) Avoided Energy Cost

a. Payments by the City to the Customer for the billing period metered avoided energy kWh's will be computed by the City in its sole discretion based on the average monthly wholesale market price as determined by the Municipal Electric Authority of Georgia (MEAG Power), the City's Wholesale Energy provider.

b. In the event Customer develops a credit balance during a billing period, the amount will remain as a credit on the Customer's account. Credit balances remaining at the end of the City's fiscal year will be cleared by the issuance of a check for the credit balance to Customer. Any other clearance of account credit balances will be at the City's discretion.

(d) SAFETY, POWER QUALITY, AND INTERCONNECTION REQUIREMENTS:

(1) The Customer shall be responsible for ensuring a safe and reliable interconnection with the City and all costs incurred therein. The City has available, upon request, the following documents that must be completed and approved in their entirety prior to interconnection by the Customer to the City's distribution system:

a. Application for Interconnection of Distributed Generation Facility
b. Interconnection Agreement
c. Electrical Power Exchange Agreement

(2) The provisions in all documents outlined above are incorporated into this Rider in their entirety. For the avoidance of doubt, Customer shall be deemed to have agreed to such provisions by applying for service under this Rider.

(3) The City will only be required to purchase energy from eligible distributed generation facilities on a first-come, first-served basis until the cumulative generating capacity of all renewable energy sources from all Customers equals the percentage of the City's annual peak demand in the previous year as set forth in O.C.G.A. § 46-3-56(a). Additional energy may be purchased by the City at its sole discretion at a cost agreed to by it and the Customer provider. The City shall at no time be required to purchase energy from

Customers in excess of amounts required by the Georgia Cogeneration and Distributed Generation Act of 2001.

(4) The City reserves the right to separate the Customer generator's equipment from City lines and facilities when, in the City's judgment, the continued parallel operation is unsafe or may cause damage to persons or property. Upon such separation, the City shall promptly notify the Customer generator so that any unsafe condition can be corrected.

IT IS SO ORDAINED, this 26th day of September 2022.

David R. Still

David R. Still, Mayor

Attest:

Karen Pierce

Karen Pierce, City Clerk

Legal Description

Beginning at a point on the Northwesterly right-of-way line of Georgia Highway No. 124 which point in 1862.5 feet along said right-of-way from the centerline of Moon Road; thence south 14°09'00" west for a distance of 240 feet to a point; thence north 72°14'00" west for a distance of 180 feet to a point; thence south 14°09'00" west for a distance of 120 feet to a point; thence north 72°14'00" west for a distance of 254 feet to a point; thence north 14°09'00" east for a distance of 360 feet to a point; thence south 72°14'00" east for a distance of 434 feet to a point; said point being the point of beginning.

Said tract containing 3.08 acres more or less.

ORDINANCE ORD-2022-8

AN ORDINANCE TO AMEND SECTION 38-202 OF ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF LAWRENCEVILLE, GEORGIA RELATED TO ELECTRIC RATES

The City Council of the City of Lawrenceville, Georgia hereby adds Section 38-202 to Article VII, with an effective date of January 1, 2022, to read as follows:

ARTICLE VII. – ELECTRIC UTILITY

Sec. 38-202. – Commercial Electrical Service

(a) AVAILABILITY
All qualified customers in the City of Lawrenceville's electric service area.

(b) APPLICABILITY
Applicable to all electric service during construction when service is temporary and/or seasonal in nature.

(c) MONTHLY RATE:

(1) Commercial Non-Demand

	2023	**2024**	**2025**
Service Charge	$29.00	$31.00	$33.00
First 3,000 kWH	$0.15159 / kWh	$0.15594 / kWh	$0.1560 / kWh
> 3,000 kWH	$0.14159 / kWh	$0.14594 / kWh	$0.1460 / kWh

(2) Commercial Small Power

	2023	**2024**	**2025**
Service Charge	$32.00	$34.00	$37.00
Demand Charge	$2.50 / kW	$2.75 / kW	$3.00 / kW
< 200 hours (x) the billing demand	$0.12871 / kWh	$0.13139 / kWh	$0.13167 /kWh
200 - 400 hours (x) the billing demand	$0.07871 / kWh	$0.08139 / kWh	$0.07967 / kWh
> 400 hours (x) the billing demand	$0.06871 / kWh	$0.07139 / kWh	$0.06967 / kWh

(3) Commercial Medium Power

	2023	**2024**	**2025**
Service Charge	$45.00	$51.00	$57.00
Demand Charge	$3.50 / kW	$4.00 / kW	$4.50 / kW
< 200 hours (x) the billing demand			
< 6,000 kWH	$0.11595 / kWh	$0.11666 / kWh	$0.1170 / kWh
> 6,000 kWH	$0.10595 / kWh	$0.10666 / kWh	$0.1070 / kWh

200 - 400 hours (x) the billing demand	$0.07095 / kWh	$0.07166 / kWh	$0.0720 / kWh
> 400 hours (x) the billing demand	$0.06595 / kWh	$0.06666 / kWh	$0.0670 / kWh

(4) Commercial Large Power

	2023	**2024**	**2025**
Service Charge	$76.00	$100.00	$110.00
Demand Charge	$4.00 / kW	$4.50 / kW	$5.00 / kW
< 200 hours (x) the billing demand			
< 100,000 kWH	$0.0964 / kWh	$0.09641 / kWh	$0.09614 / kWh
> 100,000 kWH	$0.0864 / kWh	$0.08641 / kWh	$0.08614 / kWh
200 - 400 hours (x) the billing demand	$0.0644 / kWh	$0.06441 / kWh	$0.06414 / kWh
400 - 600 hours (x) the billing demand	$0.0604 / kWh	$0.06041 / kWh	$0.06014 / kWh
> 600 hours (x) the billing demand	$0.0564 / kWh	$0.05641 / kWh	$0.05614 / kWh

(d) POWER COST ADJUSTMENT

The bill calculated at the above rates will be charged the current power cost adjustment as determined by the City Manager or designee.

(e) TERMS OF PAYMENT

If the account is not paid by the due date, a late fee in the amount specified in the City of Lawrenceville Ordinances will be added to the account. Further failure to pay a bill will subject the customer to disconnection and/or disconnection charges specified in the City of Lawrenceville Ordinances.

(f) MINIMUM MONTHLY CHARGES

The minimum monthly charge will be the Base Service Charge.

IT IS SO ORDAINED, this 26th day of September 2022.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

ORDINANCE <u>ORD-2022-9</u>

AN ORDINANCE TO AMEND SECTION 38-203 OF ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF LAWRENCEVILLE, GEORGIA RELATED TO ELECTRIC RATES

The City Council of the City of Lawrenceville, Georgia hereby adds Section 38-203 to Article VII, with an effective date of January 1, 2022, to read as follows:

ARTICLE VII. – ELECTRIC UTILITY

Sec. 38-203. – Residential Electrical Service

(a) AVAILABILITY:
All qualified customers in the City of Lawrenceville's electric service area.

(b) APPLICABILITY:
Applicable to all electric service during construction when service is temporary and/or seasonal in nature.

(c) MONTHLY RATE:

(1) Monthly service charge

	2023	2024	2025
	$26.00	$26.00	$26.00

(2) Non-summer residential rate will be charged from November – April as follows:

	2023	2024	2025
0-650 kWH	$0.1020 / kWh	$0.1090 / kWh	$0.1120 / kWh
651-1000 kWH	$0.0920 / kWh	$0.0950 / kWh	$0.0950 / kWh
> 1000 kWH	$0.0860 / kWh	$0.0860 / kWh	$0.0860 / kWh

(3) Summer residential rate will be charged from May – October as follows:

	2023	2024	2025
0-650 kWH	$0.1060 / kWh	$0.1120 / kWh	$0.1140 / kWh
651-1000 kWH	$0.1215 / kWh	$0.1220 / kWh	$0.1220 / kWh
> 1000 kWH	$0.1380 / kWh	$0.1420 / kWh	$0.1440 / kWh

(d) POWER COST ADJUSTMENT:

The bill calculated at the above rates will be charged the current power cost adjustment as determined by the City Manager or designee.

(e) TERMS OF PAYMENT:

If the account is not paid by the due date, a late fee in the amount specified in the City of Lawrenceville Ordinances will be added to the account. Further failure to pay a bill will subject the customer to disconnection and/or disconnection charges specified in the City of Lawrenceville Ordinances.

(f) MINIMUM MONTHLY CHARGES:

The minimum monthly charge will be the Base Service Charge

(g) SENIOR DISCOUNT:

(1) Persons aged 65 years of age, or older may request a discount. To qualify for the discount the customer must:
   a. Have a total household income at or below 150% of the current year's federal poverty guidelines;
   b. Have a residential City of Lawrenceville Electric account for a primary residence in the customer's name
   c. Have electric service from a single meter that is wired for individual use
   d. Complete a senior / low-income discount application form.

IT IS SO ORDAINED, this 26th day of September 2022.

David R Still

David R Still, Mayor

Attest:

Karen Pierce

Karen Pierce, City Clerk

ORDINANCE ORD-2022-10

AN ORDINANCE TO AMEND SECTION 38-204 OF ARTICLE VII OF THE CODE OF ORDINANCES OF THE CITY OF LAWRENCEVILLE, GEORGIA RELATED TO ELECTRIC RATES

The City Council of the City of Lawrenceville, Georgia hereby adds Section 38-204 to Article VII, with an effective date of January 1, 2022, to read as follows:

ARTICLE VII. – ELECTRIC UTILITY

Sec. 38-204. – Security Light Rates and Fees for Installation and Replacement

(a) Category One (1)
  (1) $10.00 monthly charge per light
  (2) The City Manager or Designee will determine the lighting fixtures that are in this category.

(b) Category Two (2)
  (1) $13.00 monthly charge per light
  (2) The City Manager or Designee will determine the lighting fixtures that are in this category.

(c) Category Three (3)
  (1) $16.00 monthly charge per light
  (2) The City Manager or Designee will determine the lighting fixtures that are in this category.

(d) Category Four (4)
  (1) $24.00 monthly charge per light
  (2) The City Manager or Designee will determine the lighting fixtures that are in this category.

(e) Category Five (5)
  (1) $28.00 monthly charge per light
  (2) The City Manager or Designee will determine the lighting fixtures that are in this category.

(f) Category Six (6)
  (1) $30.00 monthly charge per light
  (2) The City Manager or Designee will determine the lighting fixtures that are in this category.

(g) Category Seven (7)
  (1) $40.00 monthly charge per light

(2) The City Manager or Designee will determine the lighting fixtures that are in this category.

Sec. 38-205 – 38-219. – Reserved.

IT IS SO ORDAINED, this 26th day of September 2022

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

RESOLUTION RES-2022-8

RESOLUTION OF THE GOVERNING BOARD
City of Lawrenceville

WHEREAS, **City of Lawrenceville** requested Community Development Block Grant [CDBG] Program funding from the Gwinnett County Board of Commissioners; and

WHEREAS, the Gwinnett County Board of Commissioners has awarded $**169,100.00** from FFY 2018CDBG Program funds to **City of Lawrenceville** for **Infrastructure Improvements: Paper Mill Road**

NOW, THEREFORE, the Governing Board of the **City of Lawrenceville** does hereby resolve and authorize the following, as a result of an affirmative majority vote of the Governing Board at a meeting of said Governing Board which was held on September 26, 2022______________________

1. Acceptance of an FFY **2018**Community Development Block Grant [CDBG] Program award of $**169,100.00** from the Gwinnett County Board of Commissioners to **City of Lawrenceville**

2. Authorize the **Mayor** and **City Clerk** of the Subrecipient's Governing Board to execute the Community Development Block Grant [CDBG] Program Subrecipient Agreement used by Gwinnett County to award the CDBG Program funds to **City of Lawrenceville.**

Certified as accurate and true:

David R. Still

Signature – **David R. Still, Mayor**

10/17/2022

Signature Date

Attested:

Karen Pierce

Signature – **Karen Pierce, City Clerk**

[IMPRESS CORPORATE SEAL HERE]

CITY OF LAWRENCEVILLE
SEAL
GEORGIA

STATE OF GEORGIA
COUNTY OF GWINNETT

SUBRECIPIENT AGREEMENT FOR USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)

PUBLIC FACILITY: INFRASTRUCTURE IMPROVEMENTS

Between

GWINNETT COUNTY *and*
City of Lawrenceville

Federal Fiscal Year 2018 Funds

HUD GRANT NO: **B-18-UC-13-0004**
GWINNETT COUNTY AGREEMENT NO.: **LAWRENCEVILLE-18-0002**

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
CFDA # 14.218
BETWEEN
GWINNETT COUNTY, GEORGIA
AND
City of Lawrenceville
70 S. Clayton
Lawrenceville, GA 30046

THIS AGREEMENT, made and entered into on the **22nd day of June 2022**, by and between Gwinnett County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and **City of Lawrenceville** a CDBG subrecipient organization (either a participating municipality in the Gwinnett County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Gwinnett County, Georgia, and/or serving CDBG-eligible residents of Gwinnett County; The approval of the award of CDBG funds included in this Agreement by the County occurred on the **22nd day of June 2022** and represents a subaward of federal funds, as defined in 2 CFR 200.92.

WITNESSETH:

WHEREAS, Gwinnett County has received an FFY 2018 Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, **$169,100.00**, from FFY 2018 CDBG funds has been awarded to the Subrecipient; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable; and with the applicable and non-applicable regulations included in Exhibit 6.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** - The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Gwinnett County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than **June 30, 2023.**

2. A. **Uniform Administrative Requirements** - The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and in all sections of 2 CFR 200, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments. Special attention should be paid to 2 CFR 200, as it supersedes and streamlines into one document the requirements previously contained in OMB Circulars A-21, A-50, A-87, A-102, A-110, A-122, A-133, and in 24 CFR 84 and 24 CFR 85. The requirements in 2 CFR 200 applies to all federal funds award by the County after December 26, 2014, which includes all FFY 2020 CDBG funds awarded through this Agreement.

B. **Other Program Requirements** - The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).

3. **Procurement** - The Subrecipient shall be responsible for the procurement of all supplies, equipment, services, and construction necessary for the implementation of its activity(s). Procurement shall be carried out in accordance with 2 CFR 200 Part 200.317 - 200.326, the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

   The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [2 CFR 200, as applicable, and 24 CFR 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairman of the Gwinnett County Board of Commissioners.

   The Subrecipient shall prepare or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the described procurement requirements.

4. **Property Acquisition and Relocation Services** - The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years)]. Lease requirements are addressed in Section 18 of this Agreement. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding; the requirements of 24 CFR Part 570.505 governing change of use and property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, 5, or 6.

5. **"Force Account" Work** - The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of a proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.

6. **Record Keeping/Reporting**

   A. Financial Record Keeping

   The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR 200 and 24 CFR 570, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County or its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gwinnett County CDBG Program are specified in Section 19 of this Agreement

   B. Programmatic Record-Keeping/Reporting

   For limited clientele (including "Direct Service" and "Presumed Benefit") activities, the Subrecipient shall provide, every month, sufficient information to the County on services carried out for all persons served and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 10th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five years. The five year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. **Subrecipient's Obligation** - The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it is understood that the County has a responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.

8. **"Hold Harmless"** - The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.

9. **Funding** - The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), before receiving proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.

10. **Environmental Clearance** - The County shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, promptly, to the County to accomplish this task.

    Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditional based on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

    The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in this Agreement.

11. **Wage Rates** - The County shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County before initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

12. **Technical Assistance** - The County agrees to provide technical assistance to the Subrecipient in the form of oral or written guidance and on-site assistance regarding CDBG procedures and project management. Technical assistance is provided to the Subrecipient as requested and at other times at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.

13. **Review Authority** - The County shall have the authority to review all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information to review the same.

14. **Agreement Suspension and Termination** - In accordance with the provisions of 2 CFR 200.338 – 200.342, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may terminate for convenience in accordance with 2 CFR 200.338 – 200.342. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement, which remain unobligated or unspent upon such date of termination, shall automatically revert to the County.

15. **Agreement Amendment(s)** - This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which is attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such an amendment shall be submitted in written form to the Gwinnett County Community Development Program in a format prescribed by the Community Development Program. If an amendment to the Gwinnett County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

16. **Effective Date and Termination Date** - The effective date of this Agreement is the date specified on page 1 of this Agreement. The termination date of this Agreement is **June 30, 2023.**

17. **Program Income** - If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 2 CFR 200.307 and 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

    A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.

    B. Any such program income must be paid to the County within seven calendar days following the end of the month in which the program income is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.

    C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development

(HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility to the County to maintain appropriate record-keeping and report on the generation and receipt of such program income.

D. In the event of a closeout or change in the status of the Subrecipient, any program income that is on hand or received after the closeout or change in status shall be paid to the County within thirty (30) calendar days of the official date of the closeout or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in the status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, or instructions.

18. **Real Property** - The Subrecipient shall comply with the following standards contained in 2 CFR 200.310 – 200.311 for all activities involving real property. The following standards shall also apply to real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:

A. The Subrecipient shall inform the County, in writing, at least thirty (30) calendar days before any modification or change in the use of the real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition;

Paragraph 18.b. is modified from prior year Subrecipient Agreements, per HUD suggested language offered during on-site monitoring of another Urban County in the Atlanta region in August 2005.

B. Change in Real Property Status

1. Sale of Property

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership (title) to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership (title) to another entity that does not continue to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County's CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, before such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers ownership (title) to the property at a point in time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

(a) If the Subrecipient proposes to change the use of the property to an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice of and opportunity to comment on the proposed change in use, as required by 24 CFR 570.505.

(b) If the Subrecipient proposes to change the use of the property to an activity that does not meet a CDBG National Objective or is not an eligible CDBG activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market value of the property as adjusted for non-CDBG funds. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

(c) If the Subrecipient proposes to change the use of the property at a point-in-time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.

C. Any program income generated from the disposition or transfer of property before or after the closeout, change of status, or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.

D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity, which is carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 4. Said lease agreement must contain, at a minimum, the following items, and other items determined by the County to be applied to the specific lease:

(1) The beginning and end dates of the lease [at least five (5) years to be eligible for CDBG funding assistance].

(2) Identification of the parties to the lease; i.e., the Lessor shall be the County, and the Lessee shall be the Subrecipient.

(3) Identification of the precise land parcel(s) and/or structure(s), which constitute the subject of the lease.

(4) Identification of the CDBG-eligible use of the real property(s) and/or structure(s).

(5) A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.

(6) The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.

(7) The lease must contain maintenance of property statement indicating that the property(s) and/or structure(s), which is the subject of the lease agreement, will be maintained in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.

(8) The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and this Subrecipient Agreement.

(9) The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.

(10) The lease must contain an indemnification statement, as specified by the County.

(11) The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.

(12) The lease may contain special conditions unique to the specific lessor/lessee circumstances or unique to the specific property(s) and/or structure(s).

E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease [minimum fifteen (15) years] must be executed which meets the standards specified in Section 18(d), above. Prior to the execution of the said lease, the County must approve the form and content of the Lease Agreement to ensure compliance with the terms of this Agreement.

F. Private non-profit Subrecipient organizations must also execute a real property use document(s) with the County. Such document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 5.

19. **Audits**

The Subrecipient agrees to comply with the requirements of:

A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.

B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR 200.500 – 200.513. If a Subrecipient's expenditures trigger the requirement to prepare a Single Audit, three (3) copies of the audit must be submitted to the County not later than six (6) months following the final date of the Subrecipient's fiscal year that is the subject of the audit.

If the minimum monetary amounts requiring the preparation of the Single Audit, as stated in 2 CFR 200.501, are not be triggered, the Subrecipient shall provide to the Gwinnett County Community Development Program Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than nine (9) months following the close of each such year. The independent audit, which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall conform to the Gwinnett County Audit Standards, described in Section 19.C. of this Agreement.

C. Gwinnett County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply

Because Gwinnett County is responsible for any grant funds provided to all Subrecipients, any organizations or cities which expend a total of more than $0.00, but less than $500,000.00 of CDBG funds, in any fiscal year from this agreement must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

(1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR 200.500 – 200.520 and have met those requirements as applicable to their organization. This statement should be in written form and submitted to Gwinnett County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;

(2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;

(3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

(4) Gwinnett County shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;

(5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews will be taken within six (6) months of notification by Gwinnett County that these reportable conditions exist;

(6) At the end of each fiscal year, the Subrecipient shall submit to Gwinnett County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gwinnett County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gwinnett County.

D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally required and Gwinnett County stipulations, at its own cost and not payable with CDBG funds.

E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gwinnett County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the

Gwinnett County Community Development Program later than nine (9) months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.

F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient, which are questioned or disallowed by the Subrecipient's independent auditor or by Gwinnett County's independent auditor as a part of their review of the Subrecipient's audit.

The Subrecipient shall comply with all the applicable requirements of 2 CFR 200 and 24 CFR 570 [CDBG Regulations], as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gwinnett County Community Development Program upon request.

20. **Faith-based activities**

A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

B. Organizations that are funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.

C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85). If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.

F. In accordance with 24 CFR 570.607 Employment and contracting opportunities, as amended by 68 FR 56404, Page 53405, to the extent that they are otherwise applicable, the Subrecipient shall comply with: Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR 1964–1965 Comp. p. 339); 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701(u) and implementing regulations at 24 CFR part 135.

21. **Recognition of CDBG Program Funding from Gwinnett County**

A. The Subrecipient shall ensure that the Gwinnett County Board of Commissioners & Community Development Program is provided the proper recognition, as follows.

(1) CDBG Public Facilities, Capital Public Services Projects, Other Funded Activities

a. Subrecipient will affix proper signage in a prominent location inside/outside of the administrative offices and outside of all project sites, which signage will include language recognizing the role of Gwinnett County and its CDBG funds in the acquisition, and/or construction and/or rehabilitation of the public facility or of the purchase of capital equipment, or other CDBG funded activities.

b. Subrecipient will have as its contact point the Gwinnett County Community Development Program, to arrange any events related to project groundbreaking, dedications, or similar ceremonies for activities receiving Gwinnett County CDBG Program funds; and, the Subrecipient agrees to provide the Gwinnett County CDBG Program with adequate lead time to permit proper planning and scheduling for such events. Event notifications to the Gwinnett County Community Development Program should occur not less than six (6) weeks before the date of any event to permit adequate event planning and scheduling.

c. Subrecipient agrees to contact the Gwinnett County Community Development Program to arrange such events, rather than contacting the Gwinnett County Board of Commissioners, directly, individually or collectively, to initiate or arrange such events. This procedure is being used by the Gwinnett County government to avoid scheduling conflicts and to provide a consistent method of planning all such events.

d. Subrecipient agrees to schedule such events on days other than regular meeting days [Tuesdays] of the Gwinnett County Board of Commissioners or to schedule such events late in the afternoon on Tuesday meeting days of the Gwinnett County Board of Commissioners.

e. Subrecipient agrees that all reports, media releases, media stories, media articles, brochures, newsletters, advertisements, and other published materials shall contain statements that provide adequate recognition of the financial support provided by the Gwinnett County Board of Commissioners, through Gwinnett County CDBG Program funds.

22. **Conflict of Interest**

In accordance to 2 CFR 200.112 and 24 CFR 570.611, no person who is an employee, agent, consultant, officer, or elected or appointed official of a Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information about such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement for a CDBG-assisted activity, or with the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

Subrecipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds awarded through this Agreement if a conflict of interest, real or apparent, would be involved.

Subrecipients must be mindful of any relationship employees, officials, board members, consultants, or volunteers may have with Gwinnett County employees, board members, consultants, or elected officials, where a real or apparent conflict of interest that might be realized or perceived concerning a CDBG funded project or activity awarded through this Agreement. All relationships between representatives of the Subrecipient and Gwinnett County must be transparent and must comply with Gwinnett County's Code of Ethics. This Code was developed by the County to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are compatible with the best interests of the County. The Code directs disclosure by such officials and employees of private financial or other interests in matters affecting the County and by directing disclosure of their business relationships. Subrecipient officials who carefully follow the Gwinnett County Code of Ethics and the language of this Section are less likely to have conducted themselves or participated in activities that can be construed as real or apparent conflicts of interest.

If any situation arguably falls within the conflicts prohibited by 2 CFR 200.112 or 24 CFR 570.611 the Subrecipient should immediately contact the Gwinnett County Community Development Program for guidance. Copies of the Gwinnett County Code of Ethics are available from the Gwinnett County Community Development Program.

23. **Investment Efficiency Reporting**

The Gwinnett County Community Development Program is pioneering a process to permit the County and its Subrecipients to provide local elected officials and program managers with meaningful information on the actual value returned from the investment of CDBG Program funds. Vendors and Subrecipients using CDBG funds must report on the number and value of jobs created or retained, and Subrecipients must report any private or other governmental funds that are invested as a direct result of the expenditure of CDBG funds.

The new mandatory reporting process and form is provided in Exhibit 2.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures the year and dates specified below and the Official Seal of the Subrecipient has been affixed.

FOR **City of Lawrenceville:**

David R. Still

Signature

David R. Still, Mayor

Name / Title

10/17/2022

Signature Date

[Impress Corporate Seal Here]

CITY OF LAWRENCEVILLE SEAL GEORGIA

ATTEST:

Karen Pierce

Signature

Karen Pierce, City Clerk

Name / Title

10/17/2022

Signature Date

Date Approved: City of Lawrenceville Governing Body

September 26, 2022

Date of Approval

FOR GWINNETT COUNTY:

Signature

Buffy Alexzulian, Director of Financial Services
Gwinnett County Department of Financial Services

Name / Title

Signature Date

Signature

Eryca Fambro, Director of Community Development
W. Frank Newton, Inc.
Gwinnett County CDBG Program Management Firm

Name / Title

Signature Date

ATTEST:

Signature

Tina King, County Clerk, Gwinnett County

Name / Title

Signature Date

Approved by: Gwinnett County Board of Commissioners
Per Minutes Dated June 21, 2022

[See Also Attached Exhibit(s)]

Note: No Signatures shall be placed within this document on a date prior to action by the governing board of the Subrecipient, approving acceptance of these funds, and authorizing execution of this document. The Resolution of the Governing Board is presented in Exhibit 1.