



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, October 28, 2024
7:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Dr. Taru Shah
2. IT Director - Kyle Parker for CGCIO Certification Program

Approval of Prior Meeting Minutes

3. August 26, 2024 - Special Call, Executive Session
4. September 16, 2024 - Regular Meeting, Executive Session

Announcements

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.

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.

- [5.](#) Purchase of Itron Electric Meters
- [6.](#) Right-of-Way Maintenance Services on an Annual Contract
- [7.](#) Engineering and Project Management Services
- [8.](#) Purchase of Natural Gas Materials on a Six-Month Contract
- [9.](#) Leak Survey Services
- [10.](#) Actual Cost Agreement for the Reimbursement of the Relocation of the Natural Gas Regulator Station at 650 Hi-Hope Road
- [11.](#) Memorandum of Understanding (MOU) with Aurora Theatre for the Downtown Facilities and Grounds Supervisor

Council Business Old Business

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

- [12.](#) Request for approval to amend Chapter 24 of the code of ordinances to update provisions related to Nuisances
- [13.](#) Purchase Agreement to sale Abandoned Right of Way for University Center Lane to the Board of Regents

Council Business New Business

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

- [14.](#) Employee Health Insurance Approval
- [15.](#) Honest Alley Activation Study

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, OCTOBER 28, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Purchase of Itron Electric Meters
- Department:** Electric
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** \$410,360.00
- Presented By:** Huston Gillis, Public Works Director
- Action Requested:** Approval of Purchase of Itron Electric Meters to sole source supplier, Anixter Utility Power Solutions in the amount of \$410,360.00.

Summary: This purchase is for the continuation of the new electric meter system. Anixter Utility Power Solutions is the only distributor for Itron meters in the region.

Background: This will be the purchase for phase 3 of the ongoing AMI meter project. Phase 1 provided the hardware and software that was needed to incorporate the meter data into the billing system along with the necessary communication hardware that has been deployed in the field. It also provided 1650 meters that were deployed as a pilot for this project. Phase 2 was an additional purchase of various meter types to be deployed as infill. Phase 2 is approximately 87% complete. Phase 3 will be the completion of the infill and will provide a small amount of stock for new construction projects and operational needs. Total project cost to date: (including the request of phase 3 purchase) \$3,131,662.75.

Fiscal Impact: Amount of \$410,360.00. This project is funded by the 2023 SPLOST Fund (3264600.541000). Project SP-020.

Attachments/Exhibits:
Quotation



6700 Oakley Industrial Blvd
UNION CITY, GA 30291

TANTALUS INSTALLED ITRON
QUOTE

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: **U00758830.02**

To: **CITY OF LAWRENCEVILLE
ELECTRIC DEPARTMENT
435 WEST PIKE STREET
LAWRENCEVILLE, GA 30046**

Issued Date: **Jul 18, 2024**
Expiration Date: **Aug 17, 2024**
Sales Contact: **Andy Staker**

Attn:

(P) 404.223.1823

Phone:

(F) 404.691.4736

Fax:

andrew.staker@anixter.com

Item	Qty/Line	Product and Description	Quantity	Price	Unit	Extended
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ITRON METERS + TANTALUS MODULES INSTALLED

1	R060518 C2SXD-- 2S CL200 C2 W/ DISC W/ TANTALUS DEL: 20-24 WKS FOR SINGLE PHASE CENTRONS	1560	206.000	EA	321,360.00
2	R060519 C2SXD-- 1S CL200 C2 W/ DISC W/ TANTALUS	20	295.000	EA	5,900.00
3	R060520 C2SXD-- 12S CL200 C2 W/ DISC W/ TANTALUS	40	307.000	EA	12,280.00
4	R060521 C1SX- 2S CL320 CENTRON TANTALUS INSTALLED	20	215.000	EA	4,300.00
5	R060522 CP3SLV-3S CL20 CENTRON POLY 120-480V W/ TANTALUS DEL: 55 WKS FOR THREE PHASE CENTRON POLYS	8	520.000	EA	4,160.00
6	R060523 CP3SLV-4S CL20 CENTRON POLY 120-480V W/ TANTALUS	16	555.000	EA	8,880.00
7	R060524 CP3SLV-5S CL20 CENTRON POLY 120-480V W/ TANTALUS	8	555.000	EA	4,440.00
8	R060525 CP3SLV-9S CL20 CENTRON POLY 120-480V W/ TANTALUS	40	555.000	EA	22,200.00
9	R060526 CP3SLV-16S CL200 CP3 120-480V W/ TANTALUS	40	555.000	EA	22,200.00



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UNION CITY, GA 30291

TANTALUS INSTALLED ITRON
QUOTE

www.anixterpowersolutions.com

Phone: 404.691.2605
Fax: 770.798.1309

Quotation: U00758830.02

Item	Qty/Line	Product and Description	Quantity	Price	Unit	Extended
ITRON METERS + TANTALUS MODULES INSTALLED						
10	R060527	CP3SLV-16S CL320 CP3 120-480V W/ TANTALUS	8	580.000	EA	4,640.00
11	TC-1220-RD	TANTALUS SINGLE PHASE MODULES FOR 240V C2SXD	1560	0.000	EA	0.00
12	TC-1120-RD	TANTALUS SINGLE PHASE MODULES FOR 120V C2SXD	60	0.000	EA	0.00
13	PP-1320	CENTRON POLY CP3SLV TRUEdge MODULE	120	0.000	EA	0.00
14	TC-1216	TANTALUS SINGLE PHASE MODULE - ITRON	20	0.000	EA	0.00
15	NSE-201	LICENSE MODULE	1760	0.000	EA	0.00
SECTION TOTAL:						\$410,360.00
QUOTE TOTAL:						\$410,360.00

Special Notes

- 1) All items are In Stock unless otherwise noted.
- 2) All item pricing on this quote is valid for thirty days unless otherwise specified.
- 3) All applicable taxes apply.

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE ANIXTER TERMS AND CONDITIONS OF SALE PUBLISHED AT THE LINK BELOW ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

<http://www.anixter.com/TERMSANDCONDITIONS>

Anixter Power Solutions offers the industry's most extensive and dynamic portfolio of products, services and solutions for the Public Power, Investor-owned Utilities, Construction and Industrial markets.

The impacts of COVID-19 cannot be reasonably determined at this time. This quote/proposal does not account for any potential adverse impacts COVID-19 may have on Anixter's performance or obligations herein. In the event of any delays or adverse impacts, Anixter reserves the right for an equitable adjustment of the delivery schedule and prices herein to offset the effects of COVID-19 delays, without fault or penalty of any kind.



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GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, OCTOBER 28, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Right-of-Way Maintenance Services on an Annual Contract
- Department:** Electric
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** \$635,678.80
- Presented By:** Huston Gillis, Public Works Director
- Action Requested:** Approval to renew Right-of-Way Maintenance Services on an Annual Contract to CLCI Services, LLC in the amount of \$635,678.80.

Summary: This contract provides tree trimming, bush hogging, and herbicide spraying services to prevent damage to the City’s electrical power lines. This service is continually done on a weekly basis. This is the first of four renewal options. The pricing has remained firm. The department is adding another three-man crew starting July 1, 2025, at the additional cost of \$245,600.00 annually.

Background: Original awarded amount was \$390,078.80.

Fiscal Impact: Amount of \$635,678.80. This contract is funded by the Capital Outlay Fund (5114600.541000). Project 06-022.

Attachments/Exhibits:
Bid Tabulation

SB002-24
Right-of-Way Maintenance Services on an Annual Contract
Electric Department

				CLCI Services, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	Tree trimming hourly rate	2,000	EA	\$153.50	\$307,000.00
2	Tree trimming emergency hourly rate	10	EA	\$218.88	\$2,188.80
3	Bush Hogging hourly rate	300	EA	\$103.50	\$31,050.00
4	Herbicide Spraying hourly rate	400	EA	\$120.85	\$48,340.00
5	Arborist hourly rate	10	EA	\$150.00	\$1,500.00
TOTAL				\$390,078.80	
Will vendor hold pricing firm? Renewal Option 1				0%	
Will vendor hold pricing firm? Renewal Option 2				0%	
Will vendor hold pricing firm? Renewal Option 3				0%	
Will vendor hold pricing firm? Renewal Option 4				0%	

Recommended Vendor:
 CLCI Services, LLC
 1247 Patterson Plant Road
 Enoree, SC 29335
geoff@clcservice.com



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AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 28, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Engineering and Project Management Services
- Department:** Gas
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** \$1,235,700.00
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Award Engineering and Project Management Services to the highest-scoring firm, Southern Cathodic Protection Co., amount not to exceed \$1,235,700.00. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project is to provide engineering and design, permitting, assisting with contractor procurement, resident construction inspection services, project management, and NGDISM Grant administration services for the replacement of approximately 21.11 miles of pre-code ineffectively coated steel and vintage polyethylene natural gas main within the City of Lawrenceville’s service area with new polyethylene gas main. The scope of natural gas replacements will be in accordance with the Pipeline and Hazardous Materials Safety Administration (PHMSA) and the NGDISM Grant Program.

Fiscal Impact: Amount not to exceed \$1,235,700.00. This project is funded by the Capital Outlay Fund (5164700.541000). Project #11-051.

Attachments/Exhibits:

- Score Tabulation
- Cost Tabulation

RP001-25
Engineering and Project Management Services
Gas

			Magnolia River Services, Inc.	MasTec Professional Services, LLC	Southern Cathodic Protection Company
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	50	Project Approach and Deliverables	31.67	27	39.67
B.	20	Technical Experience	12.33	11.67	17.67
C.	10	Project Team Qualifications / Project Management Experience	8.67	7.67	9.33
D.	10	Project Schedule	9.67	10	10
E.	10	Cost Proposal	8.2	10	4.2
TOTAL			70.54	66.34	80.87
F.	20	Optional Interview			
120		TOTAL WITH INTERVIEWS	70.54	66.34	80.87

Recommended Vendor:
 Southern Cathodic Protection Co.
 780 Johnson Ferry Rd. NE, Suite 225
 Atlanta, GA 30342

RP001-25

Engineering and Project Management Services

Gas Department

				Magnolia River Services, Inc.	MasTec Professional Services, LLC	Southern Cathodic Protection Company
ITEM #	DESCRIPTION	APPROX. QTY		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	G & A = all General and Administrative Costs, Profits, Travel, per diem, and ALL costs associated with this contract.	1	EA	\$642,424.20	\$524,328.16	\$1,235,700.00



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AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 28, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Purchase of Natural Gas Materials on a Six-Month Contract
- Department:** Gas
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** \$440,430.95
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval to renew Purchase of Natural Gas Materials on a Six-Month Contract to Consolidated Pipe & Supply Co., Inc., in the amount of \$440,430.95.

Summary: This contract provides the City Gas Department with the most commonly used natural gas materials. This is the first of eight renewal options. Pricing has remained firm.

Background: Original awarded amount was \$440,430.95.

Fiscal Impact: Amount not to exceed \$440,430.95. This contract is funded by the Repairs & Maintenance-Equipment Fund (5154700.522240) the Specialty Supplies Fund (5154700.531122), the Cathodic Supplies Fund (5154700.531129), the Pipe & Fitting Fund (5154700.531170), the Regulator Stations Fund (5154700.531171), and the Capital Outlay Fund (5164700.541000). Project 11-029.

Attachments/Exhibits: Bid Tabulation

SB029-24
Natural Gas Materials on a Six-Month Contract
Gas Department

				Consolidated Pipe & Supply Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 500 FEET - PROLINE	100,000	FT	\$0.18	\$18,000.00
2	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET - PROLINE	10,000	FT	\$0.18	\$1,800.00
3	#12/#10 YELLOW WIRE CONNECTORS WITH SEALANT - PROLINE	2,000	FT	\$3.15	\$6,300.00
4	½” CTS .090 PE 2708 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	35,000	FT	\$0.36	\$12,600.00
5	¾" IPS .090 PE 2406 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	6,000	FT	\$0.63	\$3,780.00
6	2” IPS SDR 11 PE2406 6500 GAS PIPE 500 FEET ROLL - PERFORMANCE PIPE	60,000	FT	\$1.30	\$78,000.00
7	4” IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	2000	FT	\$4.60	\$9,200.00
8	4” IPS SDR 11 PE2406 6500 GAS PIPE TUBING 500 FEET ROLL - PERFORMANCE PIPE	7500	FT	\$4.85	\$36,375.00
9	6" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	1000	FT	\$10.55	\$10,550.00
10	6” IPS SDR 11 PE2406 6500 GAS PIPE 250 OR 500 FEET ROLL – PERFORMANCE PIPE	500	FT	\$10.90	\$5,450.00
11	2” IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	500	FT	\$11.25	\$5,625.00
12	2” x 5/8” E-FUSE TAP TEE KIT W/800 EFV INSTALLED - IPEX OR FRIALEN	500	EA	\$75.00	\$37,500.00
13	2” IPS SDR11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$6.75	\$33.75
14	2” IPS SDR11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	15	EA	\$7.75	\$116.25
15	2” IPS SDR11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	30	EA	\$3.95	\$118.50
16	2” IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 1.90” MINIMUM PORT, BW x BW, 2” SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	20	EA	\$68.00	\$1,360.00

BID TABULATION

17	3" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	6	EA	\$25.00	\$150.00
18	4" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	60	EA	\$36.00	\$2,160.00
19	4" IPS SDR 11 PE 2708 BFUSE 90 EL - PERFORMANCE PIPE	5	EA	\$18.00	\$90.00
20	4" IPS SDR 11 PE 2708 BFUSE TEE - PERFORMANCE PIPE	20	EA	\$22.00	\$440.00
21	4" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	10	EA	\$12.00	\$120.00
22	4"x2" IPS SDR 11 PE 2708 BFUSE REDUCER	20	EA	\$12.00	\$240.00
23	4" IPS SDR11 PE 2708 POLY VALVE , FULL PORT, 3.63" MINIMUM PORT, , BW x BW, 2" SQUARE HEAD, POSITION INDICATION, OVER-TORQUE PROTECTION - KEROTEST	15	EA	\$265.00	\$3,975.00
24	6" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	25	EA	\$90.00	\$2,250.00
25	6" SDR11 IPS PE 2708, BFUSE TEE	15	EA	\$40.00	\$600.00
26	6"x4" SDR11 IPS PE 2708, BFUSE REDUCER	10	EA	\$27.00	\$270.00
27	3/4" x 5/8" PE 2708 GAS RISER PIGTAIL - PERFECTION	400	EA	\$30.00	\$12,000.00
28	3/4" x 3/4" PE 2708 GAS RISER WITH PIGTAIL - PERFECTION	50	EA	\$44.00	\$2,200.00
29	1/2" CTS METFIT STYLE COUPLING - METFIT	1500	EA	\$10.60	\$15,900.00
30	1/2" CTS METFIT STYLE DEAD END - METFIT	50	EA	\$9.20	\$460.00
31	3/4" IPS METFIT STYLE COUPLING - METFIT	500	EA	\$20.60	\$10,300.00
32	3/4" IPS METFIT STYLE DEAD END - METFIT	25	EA	\$16.00	\$400.00
33	3/4" X 5/8" METFIT STYLE REDUCER - METFIT	25	EA	\$26.00	\$650.00
34	1/2" CTS METFIT STYLE TEE - METFIT	25	EA	\$25.50	\$637.50
35	3/4" CTS METFIT STYLE TEE - METFIT	10	EA	\$37.00	\$370.00
36	2" x 5/8" NO EFV TAP TEE - IPEX OR FRIALEN	25	EA	\$28.00	\$700.00
37	2" x 3/4" NO EFV ELECTROFUSE TAP TEE BF OUTLET - IPEX OR FRIALEN	50	EA	\$31.00	\$1,550.00

BID TABULATION

38	4" x 5/8 NO EFV TAP TEE - IPEX OR FRIALEN - IPEX OR FRIALEN	100	EA	\$34.00	\$3,400.00
39	4" x 3/4" NO EFV ELECTROFUSE TAP TEES BF OUTLET - IPEX OR FRIALEN	50	EA	\$46.00	\$2,300.00
40	1" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$10.25	\$51.25
41	3/4" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$9.00	\$45.00
42	5/8" ELECTROFUSE COUPLING - IPEX OR FRIALEN	5	EA	\$8.75	\$43.75
43	5/8" 800 CFH PE STICK EFV - UMAC	50	EA	\$25.00	\$1,250.00
44	3/4" 800 CFH PE STICK EFV - UMAC	50	EA	\$33.00	\$1,650.00
45	3/4" PE BUTT FUSE FULL PORT CURB VALVE (KEROTEST P/N 99047511)	50	EA	\$38.00	\$1,900.00
46	3/4" MERCH STEEL BLK SQ HEAD PLUG-DOMESTIC OR SMITH COOPER	200	EA	\$1.25	\$250.00
47	3/4" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$2.50	\$750.00
48	3/4" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$1.70	\$680.00
49	3/4" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.50	\$250.00
50	3/4" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$3.00	\$300.00
51	3/4" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$3.50	\$350.00
52	3/4" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$4.50	\$900.00
53	3/4" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$4.75	\$950.00
54	3/4" X 8" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$4.95	\$495.00
55	3/4" X 12" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$4.95	\$1,980.00
56	3/4" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$11.25	\$562.50
57	1" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	300	EA	\$4.00	\$1,200.00
58	1" STD MI BLK 90 EL - DOMESTIC OR SMITH COOPER	600	EA	\$3.50	\$2,100.00

BID TABULATION

59	1" X CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.90	\$190.00
60	1" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$1.65	\$82.50
61	1" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	300	EA	\$1.85	\$555.00
62	1" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$2.70	\$270.00
63	1" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$3.75	\$750.00
64	1" x 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$8.25	\$825.00
65	2" STD MI BLK STL COUPLING - DOMESTIC OR SMITH COOPER	10	EA	\$11.15	\$111.50
66	2" STD MI BLK STL 90 EL - DOMESTIC OR SMITH COOPER	25	EA	\$12.50	\$312.50
67	2" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.20	\$105.00
68	2" x 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.25	\$106.25
69	2" x 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$4.25	\$106.25
70	2" x 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$6.95	\$173.75
71	¾" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	600	EA	\$16.05	\$9,630.00
72	1" PITT METER SWIVEL SETS (1-1/4" NUT, 1"PITT SWIVEL) - CENTRAL	1200	EA	\$18.60	\$22,320.00
73	1" PITT METER SWIVEL SETS (1"PITT SWIVEL) – CENTRAL (Price #72 as nut only if not sold in sets)	1200	EA	\$0.00	\$0.00
74	1" PITT METER WASHERS	1200	EA	\$0.64	\$768.00
75	45 LT METER SWIVEL SETS (NUT AND SWIVEL) - CENTRAL	200	EA	\$35.00	\$7,000.00
76	45 LT METER WASHERS	350	EA	\$0.60	\$210.00
77	BARREL LOCKS FOR GAS L/W - BROOKS	500	EA	\$4.00	\$2,000.00
78	BARREL LOCK KEYS - BROOKS	10	EA	\$82.00	\$820.00
79	16 OZ. PIPE THREAD SEALANT - JOMAR GIMME THE GREEN	48	EA	\$18.90	\$907.20

BID TABULATION

80	4" x 5/8" EF TAP TEE W/EFV 800 - IPEX OR FRIALEN	100	EA	\$80.00	\$8,000.00
81	1" x 3/4" BLK BELL REDUCER - DOMESTIC OR SMITH COOPER	250	EA	\$5.00	\$1,250.00
82	2" INSULATED UNIONS - DOMESTIC OR SMITH COOPER	25	EA	\$44.00	\$1,100.00
83	1" NO BLO TEE - MUELLER	10	EA	\$105.00	\$1,050.00
84	#79344 STEM O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$3.50	\$87.50
85	#79345 CAP O-RING 1" (NO-BLO GASKET) - MUELLER	25	EA	\$4.75	\$118.75
86	3/4" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$4.00	\$20.00
87	1" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	5	EA	\$5.00	\$25.00
88	3/4" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$23.00	\$575.00
89	1" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	25	EA	\$29.00	\$725.00
90	2" WPHY-52 STEEL WELD CAPS - WELDBEND OR DOMESTIC	25	EA	\$84.00	\$2,100.00
91	2" WPHY-52 STEEL WELD 90 DEGREE ELL. - WELDBEND OR DOMESTIC	25	EA	\$71.00	\$1,775.00
92	3/4" x 6" SCH80 TOE NIPPLE (WLED END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$10.50	\$525.00
93	3/4" x 12" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$25.00	\$1,250.00
94	3/4" STEEL WELD BY WELD 800 EFV - PERFECTION	10	EA	\$53.00	\$530.00
95	25"-36" PLASTIC VALVE BOX W/ CAST IRON COLLAR	100	EA	\$105.00	\$10,500.00
96	CAST IRON COLLAR FOR VALVE BOX	100	EA	\$35.00	\$3,500.00
97	20" EXTENSION FOR PLASTIC VALVE BOX	50	EA	\$36.00	\$1,800.00
98	5 -1/4 " "GAS" LID FOR VALVE BOX	50	EA	\$20.00	\$1,000.00
99	2" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$27.50	\$550.00
100	4" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$39.75	\$795.00

BID TABULATION

101	6" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$52.85	\$1,057.00
102	2" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$342.00	\$1,710.00
103	4" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	5	CS	\$352.00	\$1,760.00
104	4-1/2" x 6' SCH 40 A500 GRADE B DOMESTIC STEEL PIPE BOLLARD - DOMESTIC	50	EA	\$170.00	\$8,500.00
105	4" SCH 40 PVC BOLLARD CAPS	50	EA	\$16.00	\$800.00
106	RHINO TRIVIEW TEST STATION: 66", YELLOW, UV STABLE, WITH TWO INSIDE TERMINALS AND A BLACK CAP (P/N TVTI66YB2) WITH LAWRENCEVILLE GAS DECAL (SD-9546); 2 7/8" X 16", WHITE, 5-BLK/YLW/811, 107WARNING GAS PIPELINE, 811, IN EMERGENCY CALL CITY OF LAWRENCEVILLE 770-963-3332 - RHINO	200	EA	\$47.00	\$9,400.00
107	RHINO TRIVIEW PIPELINE MARKER: 66" WITH BLACK CAP, UV STABLE YELLOW, (P/N TVF66YB) WITH LAWRENCEVILLE GAS DECAL (SD9546) - RHINO	200	EA	\$36.00	\$7,200.00
108	1" x 8" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$7.50	\$750.00
109	1" x 12" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$9.00	\$900.00
110	1" x 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$11.50	\$575.00
111	1" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	50	EA	\$23.50	\$1,175.00
112	1" STD MI BLK INSULATED UNION - DOMESTIC OR SMITH COOPER	50	EA	\$65.00	\$3,250.00
113	2" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	4000	FT	\$1.75	\$7,000.00
114	4" x 2", 4MM PINS ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	10	EA	\$98.00	\$980.00
115	6" x 4", 4MM PINS, ELECTROFUSE HIGH VOLUME TAP TEES BF OUTLET - IPEX OR FRIALEN	6	EA	\$185.00	\$1,110.00
116	2" STD MI BLK TEE - DOMESTIC OR SMITH COOPER	50	EA	\$21.00	\$1,050.00
117	2" STD MI BLK STREET 90 EL - DOMESTIC OR SMITH COOPER	50	EA	\$19.00	\$950.00
118	6" IPS SDR 11 PE 2708 BFUSE CAP - PERFORMANCE PIPE	25	EA	\$28.00	\$700.00
119	2" x 8" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$15.00	\$750.00

BID TABULATION

120	2" x 12" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	25	EA	\$18.25	\$456.25
121	2" x 2" PE 2708 PB PT GAS RISER PIGTAIL – PERFECTION 78403	12	EA	\$180.00	\$2,160.00
TOTAL				\$440,430.95	
Will vendor hold pricing firm? Renewal Option 1				5% Increase	
Will vendor hold pricing firm? Renewal Option 2				5% Increase	
Will vendor hold pricing firm? Renewal Option 3				5% Increase	
Will vendor hold pricing firm? Renewal Option 4				5% Increase	
Will vendor hold pricing firm? Renewal Option 5				5% Increase	
Will vendor hold pricing firm? Renewal Option 6				5% Increase	
Will vendor hold pricing firm? Renewal Option 7				5% Increase	
Will vendor hold pricing firm? Renewal Option 8				5% Increase	

Recommended vendor:

Consolidated Pipe & Supply Co., Inc.
 194 Hurricane Shoals Road
 Lawrenceville, GA 30045
 P: 770-822-9664
paul.root@cspipe.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 28, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Leak Survey Services
- Department:** Gas
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** \$346,401.57
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Award Leak Survey Services to low responsive bidder, Gulf Coast Survey Company, LLC, amount not to exceed \$346,401.57. Authorization for Mayor or City Manager to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project is to conduct a gas leak survey to include gas mains, service lines, and meter sets over a three-year period. In year one the survey will cover the Central Zone and include approximately 700 miles of main and 25,000 services as well as the Business District with approximately 125 miles of main and 3500 services. In year two the survey will cover the Northern Zone and include approximately 330 miles of main and approximately 22,000 services as well as the Business District with approximately 125 miles of main and 3500 services. In year three the survey will cover the Southern Zone and include approximately 420 miles of main and 7600 services as well as the Business District with approximately 125 miles of main and 3500 services.

Fiscal Impact: Amount not to exceed \$346,401.57. This project is funded by the Technical Services Fund (5154700. 521300).

Attachments/Exhibits:
Bid Tabulation

SB007-25
Leak Survey Services
Gas Department

	Davis Leak Detection, LLC	Gulf Coast Survey Company, LLC	Heath Consultants Incorporated	Leak Detection Service, Inc.	Southern Cross, LLC
DESCRIPTION	YEARLY PRICE	YEARLY PRICE	YEARLY PRICE	YEARLY PRICE	YEARLY PRICE
Year one of Leak Survey per specifications	N/R	\$114,267.19	\$247,295.00	\$164,757.00	\$377,445.07
Year two of Leak Survey per specifications	N/R	\$115,567.19	\$226,752.00	\$121,182.00	\$379,257.54
Year three of Leak Survey per specifications	N/R	\$116,567.19	\$124,118.00	\$119,977.00	\$282,490.13
TOTAL	N/R	\$346,401.57	\$598,165.00	\$405,916.00	\$1,039,192.74

Recommended vendor:

Gulf Coast Survey Company, LLC
 123 Glenwood Ave
 Troy, AL 36081
gulfcoastsurveycompany@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, OCTOBER 28, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Actual Cost Agreement for the Reimbursement of the Relocation of the Natural Gas Regulator Station at 650 Hi-Hope Road
- Department:** Gas
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** \$471,547.50
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval of Actual Cost Agreement with GDOT and Provide Authorization for Mayor or City Manager to Execute Documents Subject to City Attorney Approval

Summary: This agreement is part of the relocation of the regulator station at 650 Hi-Hope Road. Previously the council has approved the sale and purchase of land for this relocation. This agreement is solely for the relocation of the natural gas utility lines, regulator station and is only related to the work done on the actual property. The cost estimate was approved by the gas department and provided by the engineering firm, Keck & Wood. The gas department cannot start the replacement of the lines and station until this agreement is executed.

Fiscal Impact: Reimbursement Revenue of \$471,547.50

Attachments/Exhibits:

PI 0013893 – Gwinnett – City of Lawrenceville Natural Gas Facilities – Undated AC Agm Pkg



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

September 23, 2024

Honorable Mayor David Still
Mayor
City of Lawrenceville
70 S Clayton Street
P.O. Box 2200
Lawrenceville, Georgia 30046

Subject: **Project No. N/A, Gwinnett County**
P.I. No. 0013893
Actual Cost Agreement Undated – Natural Gas Facilities

Dear Honorable Mayor Still:

Attached is an electronic counterpart of an undated Actual Cost Utility Agreement between **the City of Lawrenceville** and the Georgia Department of Transportation supported by an estimate for **\$471,547.50** of which the Department will bear **\$471,547.50** or **100%** and the City of Lawrenceville shall bear **0%** or **\$0.00**. The Agreement covers the adjustment of the City of Lawrenceville’s natural gas facilities in conflict with the above project. The Agreement will be dated upon execution on behalf of the Department.

If the attached Agreement meets with your approval, please handle for execution on behalf of the City of Lawrenceville and **return three (3) counterparts** to the State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department. Also, complete the attached resolution form and insert the date of resolution on page 6 of the Agreement. The Official Seal of the City of Lawrenceville is required to be affixed to each counterpart in compliance with instructions from our Attorney General’s Office.

The Agreement includes in paragraph 5 the new BUY AMERICA requirements by the Federal Government, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States.

Also, please provide the City of Lawrenceville’s Federal Employee Identification Number (FEIN) in the blank shown on page 6 of the Agreement. This number is needed in order for the Department to make payment on your bill when it is submitted.

Honorable Mayor David Still
Project No. N/A, Gwinnett County
P.I. No. 0013893
Actual Cost Agreement Undated – Natural Gas Facilities
September 23, 2024; Page 2 of 2

You are cautioned not to incur any construction expense in connection with the relocation of your utilities until you have been given written authorization by this office to proceed with the work covered by this Agreement.

If you have any questions or need further information, please contact Danah Bonny at 404-631-1709 or by e-mail at dbonny@dot.ga.gov. Please send correspondence by mail addressed to State of Georgia, Office of Utilities, One Georgia Center, 600 West Peachtree Street, 10th Floor, Atlanta, Georgia 30308 for execution on behalf of the Department.

Very truly yours,



Shajan Joseph, P.E.
Assistant State Utilities Administrator

For: Nicholas Fields
State Utilities Administrator

NF: SPJ: MGC: DB

Attachments

cc: Jason Dykes, P.E., District 1 Engineer
Yulonda Pride-Foster, District 1 Utilities Manager
Bridget Thomas, Project Manager
Frantz Boileau, Utilities Preconstruction Specialist
Abdulvahid Munshi, Utility Coordinator

STANDARD UTILITY AGREEMENT
ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

GEORGIA PROJECT No.: N/A, Gwinnett County
G.D.O.T. P.I. No.: 0013893

THIS AGREEMENT, made this _____, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and the **City of Lawrenceville**, hereinafter called the LOCAL AGENCY, second party; and

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project **to construct a new, grade separated tight urban diamond interchange (TUDI) on State Route 316 from east of Collins Hill Road to west of Cedars Road in Gwinnett County, Georgia** with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments of the existing **natural gas** facilities of the LOCAL AGENCY in accordance with the detailed cost estimate for **\$471,547.50** prepared by the LOCAL AGENCY, attached hereto and made a part of this Agreement. The DEPARTMENT shall bear **\$471,547.50** or **100.00%** and the LOCAL AGENCY will bear **\$0.00 or 0.00%**; and

WHEREAS, said construction being the location and improvement of said road and the LOCAL AGENCY having its facilities presently located upon an easement with rights to install, operate and maintain such facilities on the rights-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the highway construction plans for this project, a copy of said plans in pertinent part being attached hereto, it is desired that the LOCAL AGENCY adjust its facilities within the existing easement or move to the new location as shown on said plans and relinquish such existing easement rights as it may have on the present location and accept in lieu thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no affect whatsoever on any of the other terms of this Agreement.

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

2. The LOCAL AGENCY hereby relinquishes its existing easement rights on the present location as shown on said plans where its facilities are to be moved and accepts from the DEPARTMENT in lieu thereof the easement right to install, operate and maintain its facilities along and across such rights-of-way at the new location shown on said plans as a full and complete consideration for the relinquishment and extinguishment of its presently existing rights. It is understood by the LOCAL AGENCY that the installation, operation and maintenance of its facilities shall be in accord with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

3. The LOCAL AGENCY, with its regular construction or maintenance crews and personnel, and at its standard schedule of wages and working hours, and working in accord with the terms of its agreements with such employees, shall make such changes in its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT. The LOCAL AGENCY may let to contract any portion of the work contemplated subject to prior approval according to the terms and conditions contained in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The LOCAL AGENCY agrees to obtain prior approval from the DEPARTMENT before authorizing any contract engineering or construction work by third parties, except as may be shown in the detailed cost estimate attached hereto.

4. In accordance with the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) all manufacturing processes for steel, iron and manufactured products furnished for permanent incorporation into the work on this project shall occur in the United States. The only exceptions to this requirement are (i) the production of pig iron and the processing, pelletizing and reduction of iron ore, which may occur in another country and, (ii) manufactured products that do not include steel and iron components. Other than these exceptions, all melting, rolling, extruding, machining, bending, grinding, drilling, coating, etc. must occur in the United States.

a. Products of steel include, but are not limited to, such products as structural steel piles, reinforcing steel, structural plate, steel culverts, guardrail, steel supports for signs, signals and luminaires. Products of iron include, but are not limited to, such products as cast iron frames and grates and ductile iron pipe. Coatings include, but are not limited to, the applications of epoxy, galvanizing and paint. The coating material is not limited to this clause, only the application process.

b. A Certificate of Compliance shall be furnished for steel and iron products as part of the backup information with the billing. The form for this certification entitled "Buy America Certificate of Compliance" is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the RAILROAD/UTILITIES and the DEPARTMENT for this certification shall include a signed mill test report and/or a signed certification by a supplier, distributor, fabricator, or manufacturer that has handled the steel or iron product affirming that every process, including the application of a coating, performed on the steel or iron product has been carried out in the United States of

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the steel and/or iron product or nonpayment of the work.

c. The requirements of said law and regulations do not prevent the use of miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct the above products, manufactured products that are not predominantly steel or iron, or a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

5. In addition to the BUY AMERICA requirements of the Federal regulations (23 U.S.C. 313 and 23 CFR 635.410) outlined in Section 4 above, the BUILD AMERICA, BUY AMERICA ACT (“BABA”) set forth under the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, §§ 70901-52, extends coverage of BUY AMERICA to include construction materials used for this project. Under BABA all construction materials furnished for permanent incorporation into the work on this project shall be manufactured in the United States. The White House Office of Management and Budget (OMB) Memorandum M-22-11, *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*, defines a “construction material” as an article, material, or supply that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. Items excluded from construction materials under OMB Memo M-22-11 are: items of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

a. Items that consist of two or more of the above-listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the above-listed construction materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. Manufactured products that do not contain steel and iron components are not subject to BUY AMERICA requirements as set forth under Section 4 above.

b. The BUY AMERICA preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to this project. It does not apply to tools, equipment, and supplies brought to the construction site and removed at or before the completion of this project (e.g., temporary aluminum scaffolding). Additionally, the BUY AMERICA preference does not apply to equipment and furnishings that are used at or within the finished infrastructure project but are not permanently affixed to the project or an integral part of the structure (e.g., movable chairs, desks, or computer equipment).

c. A Certificate of Compliance shall be furnished for Construction Materials, as part of the backup information with the billing and on material furnished according to the actual cost account agreement. The form for this certification entitled “Build America, Buy America Certificate of Compliance for Construction Materials” is attached to this agreement and shall be provided to the DEPARTMENT upon completion of 80% of the agreement amount. Records to be maintained by the COMPANY and the DEPARTMENT for this certification shall include a

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

signed mill test report and/or documentation by a supplier, distributor, fabricator, or manufacturer that has handled the construction materials affirming that all manufacturing, to include at least the final manufacturing process and the immediately preceding manufacturing stage has been carried out in the United States of America, except as allowed by this Section. The lack of these certifications will be justification for rejection of the construction materials or nonpayment of the work.

6. The DEPARTMENT shall pay monthly bills promptly upon receipt and verification thereof by the DEPARTMENT. Upon completion of the work the LOCAL AGENCY shall submit one final bill to the DEPARTMENT and the DEPARTMENT shall make a conditional final payment promptly upon verification of the final bill by the DEPARTMENT. The total liability of the DEPARTMENT shall not exceed the reimbursable cost of the work as ascertained by computing the items of cost as set forth in the aforesaid Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. At any time within three years after the date of the conditional final payment the DEPARTMENT may audit the cost records and accounts of the LOCAL AGENCY pertaining to this project and will bill the LOCAL AGENCY any amount of any unallowable expenditure made in the conditional final payment of this Agreement or, if no unallowable expenditure is found, notify the LOCAL AGENCY of that fact in writing. If the LOCAL AGENCY does not pay any such bill within thirty days of receipt of the bill from the DEPARTMENT, the DEPARTMENT may set-off the amount of such bill against the amounts owed the LOCAL AGENCY on any then-current agreement between the LOCAL AGENCY and the DEPARTMENT. For audit purposes, the cost records and accounts of the LOCAL AGENCY pertaining to this project shall be made available to the representatives of the DEPARTMENT or the Federal Highway Administration at the General Office of the LOCAL AGENCY during the progress of the work and for a period of not less than three years from the date conditional final payment has been received by the LOCAL AGENCY.

7. The LOCAL AGENCY expressly agrees that the DEPARTMENT may set-off against the net payments provided for herein an amount equal to that amount which has been identified by either a State or Federal audit as unallowable expenditure in any agreement between the LOCAL AGENCY and the DEPARTMENT on which a conditional final payment has been made.

8. The DEPARTMENT shall not be bound to pay any amount in excess of the reimbursable portion of the detailed cost estimate attached hereto, nor for any items of work not provided for in the detailed cost estimate. In the event it is determined that a change in the work to be performed by the LOCAL AGENCY shall be required or that an increase in cost anticipated will be incurred by the LOCAL AGENCY, a written change or extra work order approved by the DEPARTMENT will be required as provided in Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. The amount of the detailed cost estimate attached hereto will be allotted from available funds and written notice given to the LOCAL AGENCY by the DEPARTMENT before the LOCAL AGENCY is authorized to proceed with the work to be performed by the LOCAL AGENCY under this Agreement.

9. The DEPARTMENT shall not be liable for payment of any bill received

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

more than twelve (12) months after all work under this Agreement is completed unless the LOCAL AGENCY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.

10. It is mutually agreed that the final cost of the changes in the facilities of the LOCAL AGENCY covered by the detailed cost estimate shall be borne by the LOCAL AGENCY and the DEPARTMENT on the percentage basis indicated in said estimate.

11. The LOCAL AGENCY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

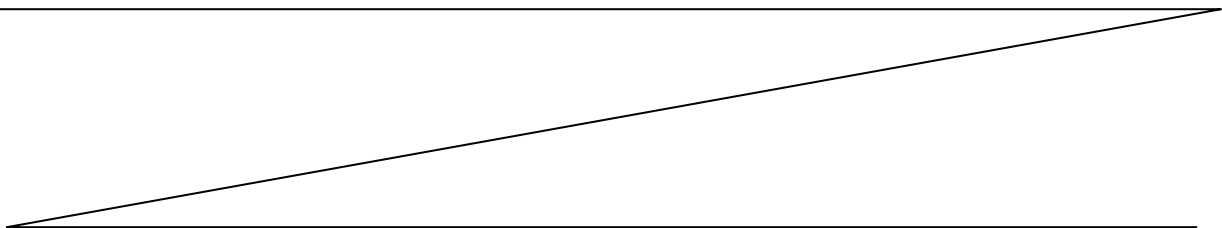
12. The DEPARTMENT agrees to notify the LOCAL AGENCY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The LOCAL AGENCY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which shall clearly set forth at which stage of the Contractor's operations the LOCAL AGENCY will need to perform its removal, relocation and adjustment work. Further, the work covered under this Agreement shall be completed in conjunction with the approved Work Plan submitted by the LOCAL AGENCY and no later than the overall completion date as indicated in the construction agreement entered into between the DEPARTMENT and the lowest responsive bidder. The DEPARTMENT will notify the LOCAL AGENCY in writing of this final completion date.

13. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL AGENCY hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.

14. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

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

16. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.



STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals, caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

CITY OF LAWRENCEVILLE

BY: _____
MAYOR

Signed on behalf the CITY OF LAWRENCEVILLE pursuant to resolution dated _____.

FEIN _____

BY: _____
CITY CLERK/ASST. SECRETARY
(OFFICIAL SEAL)

ACCEPTED:
DEPARTMENT OF TRANSPORTATION

BY: _____
COMMISSIONER

PROJECT No.: N/A
COUNTY: Gwinnett
P.I. No.: 0013893
DATE: September 22, 2024

Signed, sealed and delivered this _____
day of _____, 20____.

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: _____
TREASURER
(OFFICIAL CUSTODIAN OF THE SEAL)

STANDARD UTILITY AGREEMENT

ACTUAL COST UTILITY AGREEMENT – Natural Gas Facilities

RESOLUTION

STATE OF GEORGIA

CITY OF LAWRENCEVILLE

BE IT RESOLVED by the Mayor and City Council of the CITY OF LAWRENCEVILLE and it is hereby resolved, that the foregoing attached Agreement, relative to project N/A, GWINNETT COUNTY, P.I. No. 0013893 to construct a new, grade separated tight urban diamond interchange (TUDI) on State Route 316 from east of Collins Hill Road to west of Cedars Road in Gwinnett County and that Mr. David Still as Mayor of the City of Lawrenceville and _____, as City Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Mayor and City Council of the City of Lawrenceville.

Passed and adopted, this the _____ day of _____, 20____.

ATTEST:

CITY CLERK

BY: _____
MAYOR

STATE OF GEORGIA,

CITY OF LAWRENCVILLE

I _____, as City Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Mayor and City Council of the CITY OF LAWRENCVILLE. WITNESS my hand and official signature, this the _____ day of _____,

20_____.

BY: _____
CITY CLERK

**GEORGIA DEPARTMENT OF
TRANSPORTATION BUY AMERICA
CERTIFICATE OF COMPLIANCE**

Date _____, 20____

WE, _____

(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the "Buy America" requirements of the Federal regulations 23 U.S.C. 313 and 23 CFR 635.410 of this project.

PROJECT NO. N/A, P.I. NO. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD IN GWINNETT COUNTY, GEORGIA.

As required, we will maintain all records and documents pertinent to the Buy America requirement, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the Buy America requirement are delivered during invoicing, then we will maintain all records and documents pertinent to the Buy America requirement for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

We further certify that the total value of foreign steel as described in the Buy America requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00, whichever is greater.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this ____ day of _____

Notary Public/Justice of the Peace

My Commission Expires: _____



Original 12/22/2022

**BUILD AMERICA, BUY AMERICA
CERTIFICATE OF COMPLIANCE
FOR CONSTRUCTION MATERIALS**

Date _____, 20_____

We, _____
(UTILITY/RAILROAD OWNER)

Address: _____

Hereby certify that we are in compliance with the “BUILD AMERICA, BUY AMERICA” (“BABA”) requirements of the Infrastructure Investment and Jobs Act (“IIJA”), as set forth under Pub. L. No. 117-58, §§ 70901-52, and that all construction materials as defined under BABA furnished for the referenced project, have been produced in the United States of America.

PROJECT NO. N/A, P.I. NO. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD IN GWINNETT COUNTY, GEORGIA.

We further certify that as required, we will maintain all records and documents pertinent to the BABA requirements, at the address given above, for not less than 3 years from the date of project completion and acceptance, if we do not provide the records and documents during invoicing. If all records and documents pertinent to the BABA requirements are delivered during invoicing, then we will maintain all records and documents pertinent to the BABA requirements for not less than three (3) years from the date conditional final payment has been received by the COMPANY. These files will be available for inspection and verification by the Department and/or FHWA.

Signed by _____ Title _____
(Officer of Organization)

Subscribed and sworn to before me this ____ day of _____, _____.

Notary Public/Justice of the Peace
My Commission Expires: _____

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	CITY OF LAWRENCEVILLE
Solicitation/Contract No./ Call No. or Project Description:	PROJECT NO. N/A, P.I. NO. 0013893, TO CONSTRUCT A NEW, GRADE SEPARATED TIGHT URBAN DIAMOND INTERCHANGE (TUDI) ON STATE ROUTE 316 FROM EAST OF COLLINS HILL ROAD TO WEST OF CEDARS ROAD.

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number
(EEV/E-Verify Company Identification Number)

Date of Authorization

Name of Contractor

I hereby declare under penalty of perjury that the foregoing is true and correct

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 20____

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

**CERTIFICATION OF COMPLIANCE WITH
ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- 1) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- 2) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- 3) is in compliance with O.C.G.A. §§ 35-1-17 *et seq.* regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 *et seq.* for the duration of time the subject agreement is in effect.

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

Estimate to Support Agreement for Relocation, Removal, or Adjustment of Facilities in Conflict with Proposed Transportation Construction

I. Company: City of Lawrenceville

Address: 435 West Pike Street PO Box 2200 Lawrenceville, Ga 30046

*Estimate Prepared By: Keck & Wood, Inc.

II. Project #: 0013893 County: Gwinnett

PI #: 0013893

III. Georgia Department of Transportation (GDOT) Project Description: The project consists of the proposed grade separation improvements of SR 316 from Collins Hill Road to Cedars Road. Existing 8" HP steel gas main, 6" steel gas main, regulator station and associated appurtenances located within an existing property owned by City of Lawrenceville.

IV. Method of Accounting: [Section 645.113f and Section 645.117, 23 CFR 645A]

(Check Method that Applies)

- Work Order Accounting Procedure prescribed by regulatory body.
Established accounting procedure approved by State and FHWA.
Agreed Lump Sum.
Other (Including use of GDOT Form 8465):

This estimate has been prepared by the Company in accordance with Title 23 of the Code of Federal Regulations (CFR), Chapter 1, Subchapter G, Part 645, Subpart A and in accordance with the Department's Utility Accommodation Policy and Standards Manual, Current Edition (Manual), to support a Utility Relocation Agreement between the Utility Company and the Department.

David R. Still

8/28/2004

David Still, Mayor

Name and Title of Authorized Company Representative Date

Company Representative hereby certifies the Estimate and agrees that the Estimate shall remain valid for one year from the above authorized date. After one year from the authorized date, the Estimate may be subject to revision by the Utility Company.

*Please Provide Two (2) sets of Relocation Plans and Two (2) sets of signed estimates.

1. Preliminary Engineering authorized on this project by **GDOT letter dated:** [redacted]

2. Plans and Estimate Prepared By: (Check Applicable Party)

Forces of this Company

Consultant: (Name **Keck & Wood, Inc.**
and Address) **3090 Premere Parkway, Suite 200 Duluth, GA 30097**

Approval of Consultant given by GDOT letter dated: [redacted]

Amount: [redacted]

Effective date of Contract, if a Continuing Contract: [redacted]

Exp. Date: [redacted]

The Certificate of Consultant Form is attached to the Consultant's Estimate of Engineering Services.

Scope of Work Detailing Preliminary Engineering and Construction Engineering attached to Consultant's Estimate of Engineering Services.

Total Preliminary Engineering Costs **\$0.00**

Attach Support Documentation to Estimate - See Exhibit: [redacted]

Total Construction Engineering Costs **\$0.00**

Attach Support Documentation to Estimate - See Exhibit: [redacted]

NOTE: Payment for Construction Engineering will not be allowed for Work included in GDOT Contracts.

Total Preliminary and Construction Engineering Costs \$0.00

VI. Right of Way Acquisition [Section 645.111, 23 CFR 645A]

(Check Applicable Section)

Replacement R/W or Easements are not required for adjustment of utilities facilities on this Project.

Replacement R/W shown on plans will be acquired by the Department (Separate written request must be furnished).

Replacement R/W or Easements shown on the attached plans will be acquired by the Company.

Total Cost of Right of Way Acquisition \$0.00

Attach Support Documentation to Estimate. Include Estimates for Appraisal, Negotiation, Recording, and Right-of-Way or Easement Costs - See Exhibit: [redacted]

N/A

VII. Construction [Section 645.115 and Section 645.117, 23 CFR 645A]

A. Description of Proposed Utility Work:

The City of Lawrenceville will be relocating natural gas mains and a regulator station due to the widening of Hi Hope Road and the construction of Reynolds Road. Approximately 480LF of 8-inch high pressure steel main, 280 LF of 6-inch high pressure steel gas main, 160 LF of 6-inch PE gas main, and associated appurtenances will be relocated in order to facilitate the relocation of the regulator station due to the roadway widening improvements.

B. The Company will perform the work provided for in this Estimate by the following method:

(Check Applicable Method - see page 3 for continuation)

By Company's Regular Forces

The Company Proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.

By Contract

The Company does not have adequate staff or equipment to perform the necessary work with its own forces; therefore, the Company, subject to approval of the Department and FHWA, proposes to contract the work covered by this estimate in accordance with the provisions of Section 645.115 (a), 23 CFR 645A. The items of work to be accomplished by contract are noted in this estimate. When the Company elects to solicit competitive bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of these contractors so circularized shall be noted on the estimate and furnished to the Department in advance of the Company's solicitation of bids. **The Department shall approve the low bidder before work can began.** Please provide Company Name, Address, and Contact Person and Number below:

Harrison & Harrison, Inc	D. Lance Souther, Inc.	Quality Welding & Fabrication	Southern Pipeline, Inc.
Jamey Harrison	D. Lance Souther	Wendell Leet	Tony Pittman
P.O. Box 5635	P.O. Box 6538	100 Auburn Park Drive, Suite A	P.O. Box 98
Athens, Ga 30604	Macon, Ga 31032	Conyers, Ga 30013	Winder, Ga 30680
706-207-8791	478-951-1894	678-225-4877	678-414-7491

By Existing Continuing Contract

Subject to the approval of the Department and the FHWA, the Company proposes to use an existing continuing contract performed under which certain work as shown by the Company's estimate is regularly performed for the Company and under which the lowest available costs are developed. The name of the contractor or contractors are listed in the company's estimate. Please indicate the Company Name, Address, and Contact Person and Number below (If needed, attach additional names to Estimate). Once the Company selects a continuing contractor, **a copy of the continuing contract has to be submitted to the Department for approval before any work begins.**

[Redacted]

Effective Date of Continuing Contract: [Redacted] Expiration Date: [Redacted]

C. Detail of Construction Costs

Labor Costs [Section 645.117, 23 CFR 645A]	\$0.00
<i>Attach Support Documentation to Estimate, Including Additives - See Exhibit:</i>	
Materials Costs [Section 645.117(e), 23 CFR 645A]	\$471,547.50
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Right-of-Way Clearing & Trimming Costs	\$0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Equipment Costs [Section 645.117(f), 23 CFR 645A]	0.00
<i>Attach Support Documentation to Estimate - See Exhibit:</i>	
Total Construction Costs	\$471,547.50

VIII. **Total Costs of Proposed Relocation (V through VII)** **\$471,547.50**

IX. **Detail of Accrued Depreciation and Salvage Credits**

A. Accrued Depreciation (Expired Service Life) [Section 645.117(h), 23 CFR 645A]
(Check Applicable Statement)

Accrued Depreciation is not allowed in this estimate.

Accrued Depreciation is allowed in this estimate.

(Please Provide Detailed Description/Explanation i.e. Pumping Station, Filtration Plant, Power Plant, Substation, etc.)

[Redacted]

Accrued Depreciation Credit \$0.00
Attach Support Documentation to Estimate - See Exhibit:

B. Salvage [Section 645.117(e), 23 CFR 645A]
(Check Applicable Statement)

Salvage is not allowed in this estimate because:
contractor will be responsible for the removal and disposal of existing facilities to be removed and replaced.

Salvage from temporary material is not allowed because:

[Redacted]

Salvage is allowed in this estimate.

Salvage from temporary material is allowed.

The Department and the FHWA shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving two weeks written notice to the Department or oral notice followed by written confirmation of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. If recovered materials are not reusable, they shall be disposed of as outlined in Section 645.117(e), 23 CFR 645A.

Total Salvage Credit \$0.00
Total Accrued Depreciation and Salvage Credit \$0.00

* See Contingencies & Markups

X. **Total Cost of Relocation** **\$471,547.50**

(Less Credits for Accrued Depreciation and Salvage Value, VIII-IX)

XI. **Betterment Credit [Section 645.117(h), 23 CFR 645A]** *(Check Applicable Statement)*

Betterment credit is not allowed in this estimate since there is to be no functional increase in size in the replaced facility unless caused by proposed highway construction

Betterment credit is allowed as shown in the following comparison:
Location of Betterment: (Please indicate Station, Route Name, and Number)



Betterment Credit Amount

\$0.00

**Attach Support Documentation to Estimate - See Exhibit:*

***Include Estimate for Cost to Install Proposed Facilities to Produce Current Capacity and the Cost to Install Proposed Facilities for Increased Capacity.**

XII. **Total Estimated Cost of Adjustments** **\$471,547.50**

(Item X less Item XI)

XIII. **Proportionate Share**

(Check Applicable Statement - 1, 2, or 2 & 3)

1. The Department will bear 100 percent of the cost of the adjustments.

2. The Company will participate in a pro rata share of the cost of adjustments (No Betterments).

Percentage Split: Company Participation (If 0%, insert 100% for GDOT Participation)
 GDOT Participation
Total 0.00% *(Total Shall be 100%)*

Attach Support Documentation/Detailed Calculations to Estimate - See Exhibit:

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

Estimate for Relocation, Removal, or Adjustment of Utility Facilities Summary of Costs

Items	Total
V. Preliminary and Construction Engineering	\$0.00
VI. Right-of-Way Acquisition Costs	\$0.00
VII. Construction Costs	\$471,547.50
VIII. Total for Proposed Relocation Work (V+VI+VII)	\$471,547.50
IX. Total Accrued Depreciation and Salvage Credits	(-) \$0.00
X. Total Relocation Work	\$471,547.50
XI. Betterment Credit	(-) \$0.00
XII. Total Estimate of Adjustments (X-XI)	\$471,547.50

XIII. Proportionate Share: Check Applicable Statement and Insert Above Estimate Amounts from X, XI, and XII

1. The Department will bear 100 percent of the cost of the adjustments (See XII).

XII. Total Estimate of Adjustments	\$471,547.50
-------------------------------------------	---------------------

(OR)

2. The Company will Participate in a pro rata share of the cost of adjustments (No Betterments).

XII. Total Estimate of Adjustments	
-------------------------------------------	--

Percentage Split (Insert From Page 4)	Proportionate Share:	
0.00% Company Participation	_____	Company Participation
0.00% GDOT Participation		GDOT Participation

(OR)

3. The Company will participate in a pro rata share of the cost of the adjustments determined as Betterments.

X. Total Relocation Work	\$0.00
XI. Betterment Credit	\$0.00
XII. Total Estimate of Adjustments	\$0.00

Percentage Split	Proportionate Share:	
0.00% Company Participation	\$0.00	Company Participation
0.00% GDOT Participation	\$0.00	GDOT Participation

(OR)

Combination of 2. and 3.

X. Total Relocation Work	\$0.00
XI. Betterment Credit	\$0.00
XII. Total Estimate of Adjustments	\$0.00

2. Percentage Spilt (Insert From Page 4)

0.00% Company Participation	\$0.00	Company Participation
0.00% GDOT Participation	\$0.00	GDOT Participation

3. Plus Betterment Credit

	\$0.00	Company Participation
--	---------------	-----------------------

2 Plus 3 Proportionate Share

#DIV/0! Company Participation	\$0.00	Company Participation
#DIV/0! GDOT Participation	\$0.00	GDOT Participation
#DIV/0! Total	\$0.00	Total

Arithmetic Extensions Checked and Found Correct.

Yulonda Pride-Foster

Digitally signed by Yulonda Pride-Foster
DN: c=US, E=ypride@dot.ga.gov, O=Georgia Department of Transportation, OU=District Utilities, CN=Yulonda Pride-Foster
Reason: I am approving this document
Date: 2024.08.28 12:42:44-04'00'

District Utilities Engineer (*Signature*) (*Date*)

Certificate of Eligibility for Utility Reimbursement

Company Name: City of Lawrenceville
 GDOT Project No: 0013893
 GDOT PI No: 0013893
 County: Gwinnett

The Company shall attach a completed Facility Detail Summary to substantiate and prove its facilities are eligible for reimbursement. As a minimum, the Company shall provide the following information:

Location of Facility (Referencing Project Station Number and intersecting street, road, or highway)

Date Existing Facility was installed by Utility Owner

Indicate location of utilities: Private property by deed or easement or on a public facility by permit. Indicate dates of all applicable deeds, easements, or permits.

Case Number of Reimbursement eligibility (See Chapter 4 of the Utility Accommodation Policy and Standards Manual - classification to be made by the Utility Company and Verified by GDOT District Utilities Office)

Any other information that may assist the Department in certifying eligibility.

This is to certify that the utility facilities as presently existing and as to be adjusted or relocated and as shown on the plans and estimate of cost supporting the Utility Relocation Agreement for which reimbursement is to be claimed, are owned, operated and maintained the company listed above. The facts concerning location of utility facilities, dates of installations and records of the Company showing its property interests will be made available for inspections by representatives of the Department at the office of the Company. It is further certified that the facilities shown as located on private property are correctly shown; that the facilities as located on streets and roads or other permits and franchise rights are correctly shown. Further, the above information as to title records, permits and franchise rights are correctly shown.

David R. Still

8/28/2024

David Still, Mayor

Name and Title of Authorized Company Representative

Date

The facilities noted on the attached summary, as required by this estimate, have been reviewed in the field with a representative of the Utility Owner. This is to certify that the facilities noted on the attached summary and shown to be on streets, roads, highways, or other public facilities are correct, and the facilities shown to be on private property are correct; further, that the cost of adjustment as covered by the attached estimate is eligible for reimbursement by the Department under the noted case(s) as described in Chapter 4 of the Utility Accommodation Policy and Standards Manual.

Yubonda Pride-Foster

For Jason Dykes P.E.

08/28/2024

GDOT District Engineer

Date

**Certificate of Eligibility for Utility Reimbursement
Facility Detail Summary**

Company Name:
Georgia Project No:
Georgia PI No:
County:



Facility Location (Provide Station Number and Intersecting Streets, Roads, or Highways)	Date Existing Facility Installed	Facility Right or Permission		Insert Reimbursement Case Number 1-10 as outlined in 4.2.A.2 Manual	Supplemental Information
		Private Property by Deed or Easement	Public Facility by Permit or Franchise		
Hi Hope Road Station 22+00 / Reynolds Rd Station 64+25 to Station 67+00	Approximately 1970	Private Property by Deed		1	Existing 8" HP steel gas main, 6" steel gas main, regulator station and associated appurtenances located within an existing property owned by City of Lawrenceville.

REQUIRED FORMAT FOR PRESENTING ENGINEERING FEES - BILLING

PRELIMINARY ENGINEERING				HOURS		AMOUNT		Approved Estimate
CLASSIFICATION	Bare Labor (per hr.)	Overhead (per hr.)	Total Rate	This Bill	TOTAL TO DATE	This Bill	TOTAL TO DATE	
Design Engineer			\$ -			\$ -	\$ -	
CADD Operator			\$ -			\$ -	\$ -	
Survey Chief			\$ -			\$ -	\$ -	
Laborer			\$ -			\$ -	\$ -	
Other (Specify)			\$ -			\$ -	\$ -	
COST OF LABOR						\$ -	\$ -	
INCIDENTALS								
Transportation	miles @			per mile=	\$ -			
Subsistance	days @			per day=	\$ -			
Other(specify)								
COST OF INCIDENTALS						\$ -	\$ -	
*FIXED FEE(PROFIT)								
TOTAL PRELIMINARY ENGINEERING						\$ -	\$ -	\$ -

CONSTRUCTION ENGINEERING				HOURS		AMOUNT		Approved Estimate
CLASSIFICATION	Bare Labor (per hr.)	Overhead (per hr.)	Total Rate	This Bill	TOTAL TO DATE	This Bill	TOTAL TO DATE	
Engineer								
Inspector			\$ -			\$ -	\$ -	
Survey Chief			\$ -			\$ -	\$ -	
Laborer			\$ -			\$ -	\$ -	
Other (Specify)			\$ -			\$ -	\$ -	
COST OF LABOR						\$ -	\$ -	
INCIDENTALS								
Transportation	miles @			per mile=	\$ -			
Subsistance	days @			per day=	\$ -			
Other(specify)								
COST OF INCIDENTALS						\$ -	\$ -	
*FIXED FEE(PROFIT)								
TOTAL CONSTRUCTION ENGINEERING						\$ -	\$ -	\$ -

TOTAL PRELIMINARY AND CONSTRUCTION ENGINEERING								Estimated
	\$ -	\$ -	\$ -					\$ -

* If the scope of work changes, a revised estimate will be required and the FIXED FEE may be renegotiated.

Certificate of Consultant

I hereby certify that I am the Vice President representative of the firm of Keck & Wood, Inc., and that except as expressly stated and described herein, neither I nor the firm of Keck & Wood, Inc. has, in connection with its contract with City of Lawrenceville, entered into pursuant to provisions of an agreement between the (Name of Utility) aforementioned utility and the State of Georgia, as a part of Federal-aid project 0013893.

- (A) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm, company, or person, other than a bona fide employee working solely for me or the aforementioned firm, to solicit or secure the contract, or
- (B) agreed, as an express or implied condition for obtaining the award of the contract, to employ or retain the services of any firm, company, or person in connection with the carrying out of the contract, or
- (C) paid, or agreed to pay, to any firm, company organization, or person, other than a bona fide employee working solely for me or the aforementioned firm, any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

(Statement and Explanation of exception, if any):

I acknowledge that this certificate is to be furnished to the Department of Transportation in connection with the aforementioned project involving participation of Federal-aid Highway funds, and is subject to applicable State and federal laws, both criminal and civil.

04-30-2024
Date


Signature

The Utility Agreement Cost Estimate (Estimate), formerly known as the 10 Page Estimate, has been revised to accommodate current practices of Utility Companies use of attachments and exhibits to support the estimate categories and overall totals. The Estimate has been streamlined by requiring the Company to insert the final estimate amounts for the major categories of the work such as Engineering, Right-of-Way, Construction, Salvage and Depreciation, Betterment, and Proportionate Share. The Company will need to provide documentation ("Exhibits") to support the estimate categories. The Estimate no longer has separate tables under the major categories for the Company to complete. The Company's exhibits (or attachments) will take the place of the tables in the previous Estimate versions.

The Company should insert data into all of the applicable orange shaded fields.

The Company should note all exhibits/attachments in the Estimate with the appropriate designation (Example – Exhibit A, Exhibit B, etc.).

Page 3:

The Company will need to provide a copy of the Continuing Contract for the contractor selected to complete the relocation work.

Page 4:

For Item XIII, the Company shall check the appropriate statement:

Either the Department will participate at 100%, or...

The Company and the Department will share in the costs with no betterments, or...

The Company and the Department will share in the costs with the Company funding betterments, or...,

The Company and the Department will share in the costs with the Company funding betterments and non-betterments.

Page 5:

Items V through XII will calculate or populate automatically. However, as stated above, the Company will need to check the appropriate statements as applicable to the specific estimate and project. In addition, the Company will need to complete the section by inserting the numbers calculated/populated at the top of the page into the applicable section and shaded fields. Depending on which statement is selected, the Company will also need to insert the participation percentages from Page 4.

Remember, if the section or field is shaded, input, if applicable to the section or item, is required from the Company.

To promote accuracy and consistency, the Office of Utilities at the Georgia Department of Transportation (GDOT) is providing clarification for Contingencies and Markups when preparing the estimates for utilities relocation work. Please note that GDOT's Estimate for Relocation, Removal, or Adjustment of Facilities conveniently refers to the corresponding Federal Regulations listed below.

CONTINGENCIES:

Contingencies cost are generally unallowable except in some cases as outlined in the Federal Acquisition Regulation (FAR) 31.205-7(c) (2). See link below and attachment for excerpt.

<https://www.acquisition.gov/far/31.205-7?searchTerms=31.205-7>

MARKUPS:

The 23 CFR, Part 645, Subpart A, Section 645.117 "Cost development and reimbursement" explains in detail what costs are allowable. See link below and attachment for excerpt.

<http://www.fhwa.dot.gov/legsregs/directives/fapg/cfr0645a.htm>

23 CFR, Part 645, Subpart A, Section 645.117 allows for the **utility** to bill direct labor and additives such as labor surcharge (cost of benefits) and overhead. These additives can be billed as a percentage of cost. The regulation also requires the **utility** to provide documentation of the rate(s) charged, the components of the rate(s), and the basis of the allocation (the cost to rate(s) were applied to) of the each additive. Any additional additives to the direct labor other than the above, is not allowed.

For Material and supply costs, the "Handling Cost" can be shown as an actual cost or as a percentage in lieu of the actual or average cost (refer to Sec. 645.117 (e) (4)).

KECK & WOOD, INC.
3090 Premiere Parkway
Suite 200
Duluth, Georgia 30097
(678) 417-4000

DATE 8/23/2023

EXHIBIT A

ENGINEER'S PRELIMINARY PROBABLE COST OF CONSTRUCTION

GAS FACILITIES RELOCATION
SR 316 AT HI HOPE ROAD, GDOT PI #0013893
FOR
CITY OF LAWRENCEVILLE, GEORGIA

SUMMARY OF GAS QUANTITIES (REGULATOR STATION RELOCATION) - GDOT PARTICIPATION

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	EST. UNIT PRICE	EST. COST
1	Regulator Station	1	Each	\$189,847.50	\$189,847.50
2	Polyethylene Gas Main, 6-inch, by Open Trench	160	Linear Foot	\$90.00	\$14,400.00
3	6" Polyethylene Gas Line Valve	1	Each	\$3,000.00	\$3,000.00
4	Steel Gas Main, 6-inch, by Open Trench	280	Linear Foot	\$110.00	\$30,800.00
5	6" Steel Gas Line Valve	2	Each	\$15,000.00	\$30,000.00
6	Connect to Existing 6" Steel Gas Main w/ LTPF	2	Each	\$12,000.00	\$24,000.00
7	Cut and Cap Existing 6" Steel Gas Main	2	Each	\$5,000.00	\$10,000.00
8	Steel Gas Main, 8-inch, by Open Trench	480	Linear Foot	\$125.00	\$60,000.00
9	8" Steel Gas Line Valve	3	Each	\$16,000.00	\$48,000.00
10	Connect to Existing 8" Steel Gas Main w/ LTPF	1	Each	\$30,000.00	\$30,000.00
11	Cut and Cap Existing 8" Steel Gas Main	1	Each	\$12,500.00	\$12,500.00
12	Untrenched Installation: 6-inch Gas Main	50	Linear Foot	\$350.00	\$17,500.00
13	Temporary Erosion & Sediment Control	1	Lump Sum	\$1,500.00	\$1,500.00
ESTIMATED CONSTRUCTION COST:					\$471,547.50



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 28, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Memorandum of Understanding (MOU) with Aurora Theatre for the Downtown Facilities and Grounds Supervisor
- Department:** City Administration
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** Funding available in Organization Unit 1001565 – Government Buildings
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Approval of the Memorandum of Understanding with the Aurora Theatre for the conversion of the Downtown Facilities and Grounds Supervisor to the City. Authorization from the Mayor or City Manager to execute the agreement upon review and approval of the City Attorney.

Summary: This MOU with Aurora Theatre is to convert the current Facilities Maintenance Supervisor currently required by the Operation Agreement and employed by the Aurora to a City position renamed as the Downtown Facilities and Grounds Supervisor.

While this position will now be a part of the City, this MOU does not otherwise modify the Operation Agreement and all other provisions of the of the Operation and Lease Agreement including but not limited to all financial responsibilities of Aurora for maintenance of the Lawrenceville Arts Center.

Fiscal Impact: Funding is provided in 1001565 (Government Buildings) in the amount of \$147,818 for the new Maintenance Tech Supervisor position. Funding includes salary, benefits, equipment, and capital.

Attachment:
MOU

Memorandum of Understanding (MOU) for the Downtown Facilities and Grounds Supervisor (formerly the Facilities Maintenance Supervisor)

Parties:

This **Memorandum of Understanding** (MOU) is entered into between **Aurora Theatre Inc** (referred to as "Aurora ") and **The City of Lawrenceville** (referred to as "the City") related to the required **Facilities Maintenance Supervisor** position required by the City in the Operation Agreement. The effective date of the MOU is October 1, 2024.

Purpose:

This MOU amends the Operation Agreement between the parties dated July 23,2021 to remove the Facilities Maintenance Supervisor as outlined in the Operation Agreement as a required employee of Aurora and provide that certain duties of that employee will be assumed by a City employee to be known as the **Downtown Facilities and Grounds Supervisor (DFGS)**. This MOU will be required to be approved by City Council and the Aurora. While this position will now be a part of the City, this MOU does not otherwise modify the Operation Agreement and all other provisions of the Operation Agreement and the Lease referenced in the Operation Agreement will remain in full force and effect, including but not limited to all financial responsibilities of Aurora for maintenance as outlined in the Lease and Operation Agreement.

Responsibilities:

The DFGS will be an employee of the City of Lawrenceville as of October 1, 2024 and as of that date will no longer be an employee of Aurora. As an employee of the City, the Downtown Facilities and Grounds Supervisor will assume the following responsibilities at the Lawrenceville Arts Center Complex:

- *General Repairs:* Perform paint touchups, resolve toilet clogs, and conduct wall/door cleaning as needed.
- *Plumbing:* Address plumbing issues promptly and effectively.
- *Electrical:* Manage electrical maintenance tasks and troubleshoot electrical problems.
- *Fire Inspections/Maintenance:* Ensure compliance with fire safety regulations and conduct routine inspections.
- *Rigging Inspections:* Conduct inspections of rigging equipment and ensure compliance with safety standards and schedule annual maintenance.
- *Quoting and Contracting for Facility and Grounds Vendor Services:* Obtain quotes and manage contracts for vendor services as required.

- *HVAC Contract Management:* Serve as the contract manager for HVAC systems at the Lawrenceville Arts Center Complex.
- *HVAC Control and Settings Alterations:* Manage HVAC settings and make necessary alterations for optimal performance.
- *Generator Maintenance Contract Management:* Oversee generator maintenance contracts.
- *Grease Trap Contract Management & Scheduling:* Manage grease trap contracts and schedule maintenance as needed.
- *Ice Machine Cleaning & Sanitation:* Perform semi-annual cleaning and quarterly sanitation of ice machines.
- *Water Filter Replacement:* Replace water filters every 3-6 months based on filter type.
- *Facilities Budget Management & Allocations:* Work with Aurora and the City to manage the facilities budget and allocate funds appropriately.
- *Scheduling Additional Cleaning Services:* Arrange floor, window, and carpet cleaning services as required.
- *Scheduling and On-Call Services for Elevators & Chair Lifts:* Schedule maintenance and on-call services for elevators and chair lifts.
- *Annual Roof Cleanings:* Arrange for annual roof cleanings to remove heavy buildup sediment/debris.
- *Quoting/Bidding for Facility Improvements or Renovations:* Obtain quotes and manage bidding processes for facility improvements or renovations.
- *Security and Fire Interface and Plans:* Keep records, manuals, and logs updated for maintenance needs.
- *Housekeeping Oversight:* Serve as Point of contact for housekeeping and maintenance vendors. Provides thorough instructions and expectations to cleaning staff. Maintain proper documentation and logs for continued housekeeping services and sessions.
- *Documentation:* Maintain documentation and records or logs, as appropriate for any work done under any other category herein as well as being the custodian for all receipts for facilities maintenance.

Aurora may request these services from the DFGS but shall not direct the DFGS to take specific actions. The activities listed above will be coordinated and scheduled by the City along with the additional duties of the DFGS. **The following duties that were the responsibility of the Facilities Maintenance Supervisor when employed by Aurora shall be reassigned to the Complex General Manager who shall engage Aurora Theatre staff:**

- Artist House Lawn Care
- Artist House HVAC Maintenance (Filters & Annual Maintenance)
- Artist House General Repairs
- Manage hard keys and door codes for access control
- Administer the CardAccess 4k System and CardPresso for access control.
- Scene Shop HVAC Annual Maintenance & Filter Changes
- Lift Inspections Scheduling & Oversight (Genie & Skyjack)
- Adobe Account Management and License Allocation
- IT Point of Contact
- Ring Central Point of Contact and Administration
- Exterior Banner Replacement
- Art Installation and Coordination
- Keg Tap Cleaning
- Campus Security

Termination and Hiring:

The City will work in partnership with Aurora regarding annual review and any termination or potential new hire for the position of DFSGS, but the ultimate decision on all matters related to the employment of the DFSGS lies with the City.

Review and Amendment:

This MOU may be reviewed and amended as necessary by mutual agreement between Aurora and the City of Lawrenceville.

Understanding:

It is mutually agreed upon and understood by and among the Parties of this Memorandum that:

Each Party will work together in a coordinated fashion for the fulfillment of the Agreement.

Signatures:

Aurora Theatre Representative Signature

Aurora Theatre Representative Printed

Date

City Representative Signature

City Representative Printed

Date



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING OCTOBER 28, 2024

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

- Item:** Request for approval to amend Chapter 24 of the code of ordinances to update provisions related to Nuisances
- Department:** City Manager
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** N/A
- Presented By:** Michael Fischer – Assistant City Manager - Operations
- Action Requested:** Request for approval to Amend Ordinance, Chapter 24 of the Code of Ordinances of the City of Lawrenceville, Georgia related to Nuisances to update various provisions and for other purposes

Summary: The purpose of this amendment is to update Chapter 24 of the code of ordinances to clarify position titles for current positions and to align the city ordinance to state law

Background: Chapter 24 of the code of ordinances focuses on Nuisances. From time-to-time city staff review the code sections to update for legality, clarification, and typographical errors. This amendment is an update to clarify the title of the designated public officer with the authority to enforce the provisions of this ordinance. The former title was the Director of Planning, Zoning and Inspections. The current title for that authority is the Director of Planning and Development. Another major update is to the section regarding the Proceedings to abate generally. Several additions were made to that section to bring the city code into alignment with state law.

Concurrences: City Manager, City Clerk, City Executive Team, City Attorney

Attachments/Exhibits:
Chapter 24 Amendment Final

ORDINANCE _____

**ORDINANCE TO AMEND CHAPTER 24 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA
RELATED TO NUISANCES TO UPDATE VARIOUS PROVISIONS AND FOR OTHER PURPOSES**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the Code of the City of Lawrenceville, Georgia shall be amended as follows:

Section 1:

That Sec. 24-1., related to *Definitions*, is hereby amended by deleting the definition of the term *Nuisance* and replacing the language to read as follows:

Sec. 24-1. Definitions.

Nuisance means anything which causes hurt, inconvenience, or damage to another, provided that the hurt, inconvenience, or damage complained of shall not be fanciful or such as would affect only one of fastidious taste, but it shall be as would affect an ordinary, reasonable person; and the fact that the act done may other wise be lawful shall not keep it from being a nuisance.

Section 2:

That the introductory paragraph of Sec. 24-2., related to *Proceedings to abate generally*, is hereby amended by deleting said introductory paragraph in its entirety and replacing the language to read as follows:

Sec. 24-2. Proceedings to abate generally.

Any nuisance existing within the corporate limits of the City, except for a nuisance hereinafter excepted, shall be abated in the manner set forth in this chapter.

Section 3:

That subsection (2) of Sec. 24-2., related to *Proceedings to abate generally*, is hereby amended by deleting subsection (2) in its entirety and replacing the language to read as follows:

Sec. 24-2. Proceedings to abate generally.

- (2) Notice of complaint and hearing.
 - a. Upon the filing of a complaint as provided in this section, the Municipal Court shall issue a notice directed to the owner of the premises upon which the nuisance complained of is located and, if the person maintaining the same is a different person from the owner, then also to the person maintaining the nuisance, calling on such person to show cause, either personally or by attorney, at the time and place directed by the Municipal Court, why such activity alleged to be a nuisance should not be ordered abated and removed by the City. Such notice (including a copy of the

complaint) shall be served at least fourteen (14) days prior to the date set for the hearing by any police officer of the City by posting a copy on the property within three (3) business days of filing the complaint and at least fourteen (14) days prior to the date of the hearing.

- b. A copy of such notice shall be mailed by certified mail, return receipt requested, or statutory overnight delivery to all interested parties whose identities and addresses are reasonably ascertainable.
- c. A copy of such notice shall also be mailed to the property address to the attention of the occupants of the property.
- d. For interested parties whose mailing address is unknown, a notice stating the date, time and place of the hearing shall be published in the newspaper in which sheriff’s advertisements appear once a week for two consecutive weeks prior to the hearing.
- e. A notice of lis pendens shall be filed in the office of the clerk of superior court at the time of filing the complaint.
- f. Orders and other filings made subsequent to service of the initial complaint shall be served in the manner provided for in this section on any interested party who answers the complaint or appears at the hearing. Any interested party who fails to answer or appear at the hearing shall be deemed to have waived all further notice in the proceedings.

Section 4:

That the heading of Sec. 24-5., related to *Duties of the Director of Planning, Zoning and Inspections*, is hereby amended by deleting the heading of Sec. 24-5. and replacing the language to read as follows:

Sec. 24-5. Duties of Director of Planning and Development.

Section 5:

That subsection (a) of Sec. 24-5., related to *Duties of Director of Planning and Development*, is hereby amended by deleting subsection (a) in its entirety and replacing the language to read as follows:

Sec. 24-5. Duties of Director of Planning and Development.

- (a) Pursuant to the authority of O.C.G.A. § 41-2-9, the City Council does hereby designate the Director of Planning and Development as the public officer with the authority to enforce the provisions of section 24-4. The Director of Planning and Development may determine, under existing ordinances, that dwellings, buildings or structures are unfit for human habitation or are unfit for its current commercial, industrial, or business use if he finds that conditions exist in such buildings, dwellings, or structures which are dangerous or injurious to the health, safety or morals of the occupants of such dwellings, buildings or structures; of the occupants

of neighborhood dwellings, buildings, or structures; or of other residences of the City. Such conditions may include the following, without limiting the generality of the foregoing:

- (1) Defects therein increasing the hazards of fire, accidents, or other calamities;
- (2) Lack of adequate ventilation, light, or sanitary facilities;
- (3) Dilapidation;
- (4) Disrepair;
- (5) Structural defects; and
- (6) Uncleanliness.

Section 6:

That subsection (c) of Sec. 24-5., related to *Duties of Director of Planning and Development*, is hereby amended by deleting subsection (c) in its entirety and replacing the language to read as follows:

Sec. 24-5. Duties of Director of Planning and Development.

- (c) Within the context of this chapter, the public official shall utilize the existing codes of the City to the standard for satisfaction of the provisions of this chapter, including, but not limited to, the electrical codes, building codes, and fire codes previously adopted by the City Council.

Section 7:

That the heading of Sec. 24-6., related to *Powers of Director of Planning, Zoning and Inspections*, is hereby amended by deleting the heading of Sec. 24-6. and replacing the language to read as follows:

Sec. 24-6. Powers of Director of Planning and Development.

Section 8:

That the introductory paragraph of Sec. 24-6., related to *Powers of Director of Planning and Development*, is hereby amended by deleting the introductory paragraph in its entirety and replacing the language to read as follows:

Sec. 24-6. Powers of Director of Planning and Development.

The Director of Planning and Development is hereby authorized to exercise such powers as may be necessary or convenient to carry out and effectuate the purpose and provisions of this chapter and O.C.G.A. §§ 41-2-7, et seq., in addition to others:

Section 9:

That subsection (1) of Sec 24-6., related to *Powers of Director of Planning and Development*, is hereby amended by deleting subsection (1) in its entirety and replacing the language to read as follows:

Sec. 24-6. Powers of Director of Planning and Development.

(1) To investigate the dwelling conditions in the City in order to determine which dwellings, buildings, or structures therein are unfit for human habitation or are unfit for current commercial, industrial or business use or are vacant, dilapidated, and being used in connection with the commission of drug crimes;

Section 10:

Except as specifically amended as set forth above, all other section, subsections, sub-subsection, paragraphs, etc. of Chapter 24 shall remain in full force and affect.

Section 11:

All ordinances, regulations, or parts of the same in conflict with this Ordinance are hereby rescinded to the extent of said conflict and only to the extent of said conflict.

Section 12:

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 13:

This ordinance shall become effective upon its adoption by the City Council.

IT IS SO ORDAINED this _____ day of October 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, OCTOBER 28, 2024

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item: Purchase Agreement to sale Abandoned Right of Way for University Center Lane to the Board of Regents

Department: City Administration

Date of Meeting: Monday, October 28, 2024

Fiscal Impact: \$105,000

Presented By: Chuck Warbington, City Manager

Action Requested: Approval of the Purchase Agreement to sale Abandoned Right of Way for University Center Lane to the Board of Regents for \$105,000. Authorization for Mayor or City Manager to execute any needed documents, which are subject to approval by the City Attorney.

Summary: Staff from GGC approached the City with interest in acquiring the recently abandoned right of way of University Center Lane. The Board of Regents owns all property surrounding this abandoned right of way.

The City obtained an appraisal of the property indicating a value of \$105,000.

Attachments:

Option to purchase – University Center Lane – Sept 2024.pdf

Signed – RES-2024-10_Abandonment of Municipal Street University Center Lane.pdf

University Central Lane Plat.pdf

Counterpart No. ____ Of _____
Original Executed Counterparts.
Counterpart Of The _____.

File No. 62__-02RCA-MB-____ - ____ (_____)

**STATE OF GEORGIA;
COUNTY OF FULTON:**

OPTION FOR THE PURCHASE OF IMPROVED REAL PROPERTY

THIS OPTION FOR THE PURCHASE OF IMPROVED REAL PROPERTY, hereinafter referred to as this "Agreement", is made and entered into as of the ____ day of _____, _____, by and between CITY OF LAWRENCEVILLE, GEORGIA, whose address for purposes of this Agreement is 70 South Clayton Street, Lawrenceville, Georgia 30046, Party of the First Part herein collectively referred to as "Seller", and the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, Party of the Second Part, herein referred to as "Purchaser", whose address for purposes of this Agreement is 270 Washington Street, Atlanta, Georgia 30334.

WITNESSETH THAT:

WHEREAS, Seller is the owner of certain improved real property described on Exhibit A, attached here to and incorporated by reference herein (the "Property"); and

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, the Property.

NOW, THEREFORE, for and in consideration of the payment by Purchaser to Seller of the sum of TEN DOLLARS (\$10.00), hereinafter referred to as the "Option Sum," for which Purchaser will receive a credit at the Closing, the foregoing premises, the mutual covenants and agreements set forth herein and other good and valuable consideration, all of which both parties respectively agree constitutes sufficient consideration received at or before the execution hereof, the parties do hereby agree as follows:

1.
DEFINITIONS

In addition to any other terms whose definitions are fixed and defined by this Agreement, each of the following defined terms, when used in this Agreement, will have the meanings set forth in this provision numbered 1 unless otherwise expressly provided.

1.1 "Agreement" means this Option for the Purchase of Real Property and all exhibits attached hereto.

1.2 "Closing" means the consummation of the purchase and sale contemplated by this Agreement by the deliveries required under the provision numbered 10.

1.3 "Closing Date" means the time and date, established under the provision numbered 10, when the purchase and sale contemplated by this Agreement is to be consummated.

1.4 "Date hereof" means the date appearing in the first sentence of this Agreement.

1.5 "Day", "month" and "year" means calendar day, calendar month and calendar year.

1.6 "Environment" means navigable waters, waters of the contiguous zone, ocean waters, natural resources, surface waters, ground water, drinking water supply, land surface, subsurface strata, ambient air, both inside and outside of buildings and structures, and plant and animal life on earth.

1.7 "Environmental Law" shall mean any applicable Federal, State foreign or local law, principles of common law, statute, regulation or ordinance or any judicial or administrative decree, order, judgment, injunction or decision, whether now existing or hereinafter enacted, promulgated or issued, relating to pollution, protection of the Environment or public health and safety, including but not limited to the release or threatened release of Hazardous Substances into the Environment or otherwise relating to the presence, manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances, drinking water, groundwater, wetlands, landfills, open dumps, storage tanks, underground storage tanks, solid waste, waste water, storm water runoff, waste emissions or wells. Without limiting the generality of the foregoing, the term shall encompass each of the following statutes, and regulations promulgated hereunder, and Amendments and successors to such statutes and regulations as may be enacted and promulgated from time to time: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified in scattered sections of Titles 26 U.S.C., 33 U.S.C., and 42 U.S.C., and in 42 U.S.C. §9601 et seq.); (ii) the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6901 et seq.); (iii) the Hazardous Materials Transportation Act (49 U.S.C. §1801 et seq.); (iv) the Toxic Substances Control Act (15 U.S.C. §2061 et seq.); (v) the Clean Water Act (33 U.S.C. §1251 et seq.); (vi) the Clean Air Act (42 U.S.C. §7401 et seq.); (vii) the Safe Drinking Water Act (21 U.S.C. §349, 42 U.S.C. §§201 and 300f et seq.); (viii) the National Environmental Policy Act of 1969 (42 U.S.C. §432); (ix) the Superfund Amendment and Reauthorization Act of 1986 (codified in scattered sections of Titles 10 U.S.C., 29 U.S.C., 33 U.S.C. and 42 U.S.C.); and (x) Title III of the Superfund Amendment and Reauthorization Act (40 U.S.C. §1101 et seq.).

1.8 "Hazardous Substance" means any substance regulated under or defined by Environmental Laws, including but not limited to, any pollutant, hazardous substance, toxic substance, hazardous waste, special waste, industrial substance or waste, petroleum or petroleum-derived substance or waste, or any constituent of any such substance or waste.

1.9 "Herein", "hereof", "hereunder" and other terms of like or similar import, will be deemed to refer to this Agreement as a whole, and not to any particular provision hereof, unless expressly indicated otherwise.

1.10 "Indemnified Parties" shall mean Purchaser, the State of Georgia, the State Tort Claims Trust Fund, the State Authority Operational Liability Fund, the State Insurance and Hazard Reserve Fund, the State Employee Broad Form Liability Fund, and their officers, employees, directors and agents; and "Indemnified Party" shall mean any one of the Indemnified Parties

1.11 "Marketable" title means title which is in fact good and marketable, and which is shown by the record to be marketable. Marketability will be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

1.12 "Option" means the irrevocable, sole and exclusive right granted by Seller to Purchaser pursuant to the terms of this Agreement.

1.13 "Permitted Title Exceptions" means those Title Defects subject to which Purchaser agrees to accept title to the Property and which are set forth in EXHIBIT "B" attached hereto, incorporated herein, and by this reference made a part hereof.

1.14 "Property" means the tract of land more particularly described in EXHIBIT "A", attached hereto, incorporated herein and by this reference made a part hereof, including but not limited to, all improvements and appurtenances, and the right of ingress thereto and egress therefrom.

1.15 "Purchase Price" means the amount which Purchaser agrees to pay to Seller, and Seller agrees to accept from Purchaser, for the Property as provided in the provision numbered 5.

1.16 "Release" shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, storing, escaping, leaching, dumping, discarding, burying, abandoning, or disposing into the Environment

1.17 "Threat of Release" shall mean a substantial likelihood of a Release which requires action to prevent or mitigate damage to the Environment which may result from such Release.

1.18 "Title Defect" means any lien, encumbrance, security interest or title, charge, reservation, lease, tenancy, easement, right-of-way, use, encroachment, restrictive covenant, condition, limitation, special assessment and any other burden, right, or privilege, including matters revealed by a physical inspection of the Property and matters of survey, which could or would be considered exceptions or exclusions to a policy of title insurance or objections to Seller's fee simple title to the Property.

2.
GRANT OF OPTION

Seller hereby grants unto Purchaser the irrevocable, sole and exclusive Option to purchase the Property upon the terms and conditions set forth herein.

3.
TERM OF OPTION

The term of the Option will begin on the date hereof and will end at 5:00 o'clock p.m., prevailing legal time in Atlanta, Georgia on the one hundred eightieth (180th) day thereafter.

4.
EXERCISE OF OPTION

4.1 Exercise. Purchaser may exercise the Option at any time during the term of the Option by giving notice thereof to Seller in the manner hereinafter provided. Upon the exercise of the Option by Purchaser, this Agreement will automatically constitute a contract between Seller and Purchaser for the sale and purchase of the Property upon the terms and conditions set forth herein. Seller hereby acknowledges that Purchaser may not exercise the Option until Purchaser has been authorized to do so by formal approval of the Board of Regents of the University System of Georgia.

4.2 Failure To Exercise The Option. If Purchaser does not exercise the Option before the end of the term of the Option, this Agreement will end, and neither party will have any further obligation hereunder.

5.
PURCHASE PRICE

The Purchase Price is ONE HUNDRED FIVE THOUSAND AND NO/100(\$105,000.00).

6.
PLAT OF SURVEY

A plat of boundary line survey of the Property will be prepared at the request and expense of Purchaser (the "Survey"). The Seller shall have the right to approve the Survey for the purpose of confirming that the Survey is consistent with the legal description attached hereto as Exhibit "A". The description of the Property to be inserted in or made a part of the Seller's deed will also be drawn from said plat in its final form. Upon request of Purchaser, and provided Seller has approved the Survey, the Seller will also provide a quitclaim deed utilizing the legal description drawn from the Survey.

7.
COVENANTS AND WARRANTIES

7.1 Covenants. Seller hereby covenants and agrees with Purchaser as follows:

7.1.1 At all times prior to the Closing, Seller will perform and discharge all obligations imposed upon Seller under all laws, ordinances, rules, regulations or orders of court affecting the Property or the ownership or maintenance thereof.

7.1.2 Seller will not lease, encumber, transfer or assign or enter into any agreement to lease, encumber, transfer or assign the Property or any interest therein.

7.1.3 At all times prior to the Closing, Purchaser, acting through its officers, employees, independent contractors and authorized representatives, will have the right to enter upon the Property for the purpose of making inspections, surveys, soil tests and such other tests as Purchaser may deem necessary or desirable. In the exercise of such privilege, Purchaser will have the right to place survey markers on the Property. Purchaser shall be responsible for any damage during such entries pursuant to the Georgia Tort Claims Act, O.C.G.A. §50-21-20 *et seq.*, as it may be amended or repealed.

7.2 Warranties. To induce Purchaser to exercise the Option, Seller makes the following representations to the actual knowledge of the _____, who will execute this Agreement:

7.2.1 To Seller's best knowledge, Seller is vested with good and marketable and insurable fee simple title to the Property, free and clear of all Title Defects except the Permitted Title Exceptions. Marketability is to be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

7.2.2 Seller has the full right, power and authority to enter into this Agreement and to execute the terms and provisions hereof.

7.2.3 There are no actions, suits or proceedings, at law or in equity, filed in any court against Seller or of which Seller has notice, which affect the title to or any portion of the Property nor any actions or proceedings pending in or before any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, either domestic or foreign, which affect the Property, including but not limited to, water, sewage, street paving or power improvements, health, pollution, hazardous materials use, or environmental protection and Seller has no knowledge of any threatened or pending governmental proceedings which would impair or curtail the full and free access to the Property from public streets, roads or other rights-of-way.

7.2.4 Purchaser shall cause an appropriate environmental audit and if appropriate, inspections, to be conducted of the Property and will provide, if Seller requests, a copy to Seller at no expense to Seller. To the best of actual knowledge _____, who will execute this Agreement, Seller represents that:

(a) Intentionally deleted;

(b) Intentionally deleted;

(c) Seller has not received any notification, whether direct or indirect, pursuant to any Environmental Laws that any of its Property are or may be related to or subject to any investigation or evaluation by any governmental authority or other person as to whether any Remedial Action is or may be needed to respond to a Release or threaten Release of Hazardous Substance into the Environment; or (2) any fine or penalty should be levied on, or proceeding commenced, related to or arising from any past operation of the Property;

(d) To the knowledge of Seller, based on reasonable investigation there has not been a Release or threatened Release of Hazardous Substances into the Environment for which the Purchaser may become responsible;

(e) There is not now at the Property: (A) any generation, treatment, recycling, storage or disposal of any Hazardous Substance; (B) any underground storage tank, surface impoundment, lagoon or other containment facility (past or Present) for the temporary or permanent storage, treatment or disposal of Hazardous Substances; (c) any landfill or solid waste disposal area; (D) any asbestos-containing material as defined by the Toxic Substances Control Act; (E) any polychlorinated biphenyls (PCB) used in hydraulic oils, electrical transformers or other equipment; or (F) any Release or threatened Release of Hazardous Substance to the Environment in form or quantity requiring Remedial Action under Environmental Laws.

(f) To the knowledge of the Seller, there is no basis or reasonably anticipated basis for any action, suit, claim, penalty, fine, investigation or proceeding with respect to any Environmental Law, or obligation to remediate conditions under Environmental Laws.

(g) Seller acknowledges that Purchaser does not have actual or constructive notice or knowledge of the present or past existence of any matter addressed in this Section 7.2.4. other than those which may be disclosed by Purchaser's environmental inspection; and

(h) Purchaser shall have the right to conduct, at its own cost and expense, Environmental Assessments as necessary to identify the existence of actual or potential sources of liability in the Environment of the Property. Seller herein authorizes Purchaser, its agents and contractors to enter the Property for the purpose of conducting said Environmental Assessments and agrees to provide Seller with all information in Seller's possession or within Seller's knowledge, based on reasonable inquiry, concerning the Premise's prior use(s). If, based upon information obtained from any assessment or any other information available, Purchaser determines, within Purchaser's sole discretion, that Purchaser is not willing to expose Purchaser to the risk of the actual or potential liability of the Environment of the Property, Purchaser shall have the option of:

(1) Terminating this Agreement prior to closing by giving written notice of its election to do so; or

(2) Intentionally deleted.

7.2.5 There are no taxes, assessments or liens of any type whatsoever, arising out of or in connection with the Property or Seller's use thereof which are presently due and payable.

7.2.6 There are no easements, deeds, covenants, agreements or restrictions of any nature whatsoever which may now or hereafter limit access to the Property from any adjoining public way or interfere with Purchaser's use of the Property.

7.2.7 The Property are presently served by water, sewer, electricity and natural gas in such quantities and with such facilities that all reasonable demand for utilities service to improvements upon the Property may be met.

7.2.8 The Property abut on and have vehicular access to a public road.

7.2.9 The Georgia law prohibiting certain public officials and employees of the State of Georgia from transacting business with certain state agencies (O.C.G.A. Title 45, Chapter 10, Article 2) has not and will not be violated in any respect by the execution of this Agreement and the closing of the sale and purchase contemplated hereunder. Seller further warrants that Seller has not participated in any "step" or "strawman" transactions or any other actions designed or intended to artificially inflate the value of the Property.

7.2.10 Seller will refrain from taking any action which would cause or threaten to cause any such warranties to become incorrect or untrue at any time during said period.

8.

RISK OF LOSS AND DAMAGE

8.1 Risk of Loss. Pending exercise of the Option by Purchaser and thereafter through and including the Closing Date, the risk of loss will remain with and be assumed by Seller.

8.2 Damage. In the event the Property, or a portion thereof, is destroyed or damaged by fire or other casualty prior to the Closing, then Purchaser, at its option, may elect between the following remedies:

8.2.1 To cancel this Agreement, whereupon the parties will have no further obligation hereunder; or

8.2.2 To close the purchase and sale contemplated under this Agreement without any reduction of the Purchase Price.

9.

TITLE EXAMINATION

9.1 Securing of Title Insurance Commitment. Following Purchaser's exercise of the Option, Purchaser will have a period of sixty (60) days within which to examine the title to the Property and to secure a commitment in writing, from an American Land Title Association title insurer of Purchaser's choice, for the issuance of an owner's policy of title insurance, committing to insure, at its standard rates or less, Purchaser and the title to be conveyed by Seller to Purchaser pursuant to this Agreement, free and clear of all Title Defects, except the Permitted Title Exceptions, and further committing to insure said title as to those matters which may be revealed by an inspection or survey of the Property.

9.2 Curing of Title Defects and Fulfillment of Requirements. Upon receipt by Purchaser of the said commitment for title insurance (hereinafter sometimes referred to as the "commitment"), Purchaser will promptly provide a copy of said commitment to Seller and will simultaneously advise Seller which, if any, of the Title Defects set forth in the commitment as exceptions thereto, Purchaser will waive. Seller acknowledges that Purchaser has no obligation to waive any such Title Defects. Seller shall give Purchaser notice of its intent to cure or not cure any title objections within fifteen (15) days after receipt by Seller of Purchaser's title objection notice; but if Seller does

not give this notice within such fifteen (15) day period, then Seller shall be deemed to elect not to cure any title objections. In the event that Seller fails to cure any such objections, Purchaser may (i) terminate this Agreement, or (ii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof. .

9.3 Subsequent Title Examination. Purchaser will have the right to examine the title from time to time subsequent to Purchaser's initial title examination and to give Seller notice of any additional Title Defects (hereinafter referred to as "Additional Title Defects") which may appear of record or of which Purchaser may otherwise acquire knowledge. Purchaser's notice to Seller of any such Additional Title Defects may be in the form of a copy of an endorsement to the commitment. Seller shall give Purchaser notice of its intent to cure or not to cure any Additional Title Defects within fifteen (15) days after receipt by Seller of Purchaser's notice of Additional Title Defects but if Seller does not give this notice within such fifteen (15) day period, then Seller shall be deemed to elect not to cure any Additional Title Defects. In the event that Seller fails to cure any such Additional Title Defects. In the event that Seller fails to cure any such Additional Title Defects, Purchaser may (i) terminate this Agreement, or (ii) waive such Additional Title Defects and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof. In the event Seller elects to cure any Additional Title Defects, the Closing may be extended for a period not to exceed thirty (30) days to allow Seller an opportunity to cure such Additional Title Defects.

9.4 Action By Purchaser And Assistance By Seller. Nothing in this Agreement will prohibit Purchaser from undertaking to cure any Title Defects or to satisfy any commitment requirements in an effort to facilitate the Closing. Seller further hereby covenants affirmatively that, upon request by Purchaser, Seller will assist Purchaser in all reasonable ways to cure any Title Defects and to fulfill such commitment requirements. Such action by Seller will include, but will not be limited to, the execution, and/or cancellation, and delivery of all such documents as Purchaser will reasonably request or as the title insurer will require in the commitment. Purchaser will have the same thirty (30) day period within which to cure any Title Defects and to satisfy those commitment requirements which Purchaser has elected to cure and to satisfy, as well as such additional period as Purchaser will deem necessary. Purchaser may, by notice to Seller, postpone the Closing Date to allow Purchaser such additional period; provided however, that Purchaser will not postpone the Closing Date for more than sixty (60) days, unless Seller will agree in writing to such further postponement, and provided further that Purchaser will have no affirmative obligation to undertake to cure any Title Defects or to satisfy such commitment requirements or to continue in any attempts so to do, once undertaken.

9.5 Failure To Cure Title Defects Or To Fulfill Requirements. If Seller fails to cure the Title Defects not waived by Purchaser, or if Purchaser has undertaken and been unable to cure such Title Defects, or if Seller cannot or will not fulfill the commitment requirements and Purchaser is unable or elects not to do so, all within the periods hereinabove set forth, then Purchaser, by written notice to Seller, may elect among the following remedies:

- 9.5.1 To waive any remaining, uncured Title Defects and to purchase the Property subject thereto;
- or
- 9.5.2 To cancel this Agreement, in which event neither party hereto will have any further obligation hereunder.
- 9.5.3 Intentionally deleted.

10.
THE CLOSING

10.1 Closing Date. The Closing Date will be on or before the ninetieth (90th) day following Purchaser's exercise of this Option, unless postponed as hereinabove provided or by Purchaser upon written notice to Seller; provided however, that Purchaser will not extend closing by more than sixty (60) days without the consent of Seller. The Closing Date, and the time and place of the Closing, will be designated by Purchaser, and notice thereof will be given to Seller not less than one (1) day prior to the designated Closing Date. Purchaser will designate the attorney who will conduct the Closing (hereinafter referred to as the "Closing Attorney"), and the said Closing Attorney will represent Purchaser at the Closing.

10.2 Closing Costs. Prior to or at the Closing, Seller and Purchaser will respectively pay the following costs:

10.2.1 Expenses of Seller. Seller will pay the following expenses:

- (a) The cost of paying off and satisfying any mortgage indebtedness for which the Property are pledged as security;
- (b) Fees of the Seller's attorneys;
- (c) Costs for filing and recording of the limited warranty deed and any other documents or instruments which Purchaser deems necessary or desirable to place of record;
- (d) Intentionally deleted.
- (e) All other costs actually incurred by Seller.

10.2.2 Expenses of Purchaser. Purchaser will pay the following expenses:

- (a) Fees and expenses of Purchaser's attorney;
- (b) Premiums for any title insurance;
- (c) The costs and expenses of any survey obtained by Purchaser; and
- (d) Any other costs and expenses actually incurred by Purchaser.

10.3 Prorated Items. The following items will be prorated at the Closing: None.

10.4 Deliveries At Closing. At the Closing, Seller and Purchaser will each deliver to the other the following:

10.4.1 Delivery by Purchaser to Seller. At the Closing, Purchaser will tender to Seller the Purchase Price in the manner set forth in the provision numbered 10.5 below.

10.4.2 Delivery by Seller to Purchaser. At the Closing, Seller will properly execute and deliver to Purchaser the following:

- (a) A limited warranty deed, naming as Grantee therein the BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA, and conveying to Purchaser good, marketable and insurable fee simple title to the Property, free and clear of all Title Defects, except the Permitted Title Exceptions and any Title Defects which Purchaser has waived by written notice to Seller. Marketability will be determined in accordance with Georgia law and the State Bar of Georgia Title Standards.

(b) An owner's affidavit executed by Seller or the appropriate representative of Seller in a form satisfactory to Purchaser and sufficient to enable Purchaser to have deleted from its policy of title insurance any exception for unfiled mechanics' and materialmens' liens and to permit the issuance at the Closing of the title insurance policy referred to in the provision numbered 9.1 hereof.

(c) Such resolutions or other documents as Purchaser will reasonably request to evidence and to confirm Seller's power and authority to execute and deliver this Agreement and all of the agreements, instruments and documents contemplated herein to be executed and delivered by Seller.

(d) State of Georgia Real Estate Transfer Tax Declarations in the form required by Georgia law.

(e) Cancelled originals of all notes or other evidence of indebtedness for which the Property were pledged or deeded as security and quitclaim deeds executed by and releasing all the interest in and claims to the Property of any lenders or mortgagees.

(f) All other quitclaims, releases, agreements, affidavits and other documents, all appropriately executed, necessary to enable Purchaser to comply with all commitment requirements and to have deleted from its policy of title insurance all exceptions for Title Defects, except the Permitted Title Exceptions and any Title Defects which Purchaser has waived by written notice to Seller.

(g) Any applicable IRS forms such as Forms 1099 and 8283.

10.4.3 Other Documents. In addition to all documents, instruments and agreements expressly provided for herein, Purchaser and Seller will execute such other documents as may be reasonably required by counsel for either party to effectuate the purposes of this Agreement.

10.5 Payment of the Purchase Price. At the Closing, Purchaser will wire to the escrow account of the Closing Attorney the amount of the Purchase Price. The closing attorney will prepare and issue checks drawn on the said escrow or trust account as necessary for the payment of the expenses of Seller referenced in the provisions numbered 10.2.1 (a), (c) and (d) above. The closing attorney will deduct the sum of those expenses from the sum of the Purchase Price and will issue a wire order to the account of Seller's choice and at Seller's cost, in an amount equal to the difference between these two sums.

11.
DELIVERY OF POSSESSION

At the Closing, Seller will deliver the Property to Purchaser in the same condition as the Property exist on the date hereof, normal wear and tear excepted. The Property shall be delivered free and clear of any occupancy or claim to occupancy by any person, and Sellers shall have caused any such person to quit and leave the Property before the Closing Date.

12.
CONTINGENCIES

The obligation of Purchaser to close the sale and purchase contemplated by this Agreement is subject to the following conditions:

12.1 Timely Performance by Seller. The timely and continuing performance by Seller of each and every covenant, agreement and obligation imposed upon Seller in this Agreement.

12.2 Truth and Accuracy. The truth and accuracy as of the date hereof and as of the Closing Date of each and every warranty made by Seller in this Agreement.

12.3 Approval of the Board of Regents of the University System of Georgia. The express approval of the Board of Regents of the University System of Georgia prior to the exercise of the Option by Purchaser, for which approvals the Purchaser will exercise good faith efforts to secure, and for which Seller agrees to cooperate as necessary in the approval process. Purchaser will notify Seller of the decision of the Board of Regents.

12.4 Georgia Environmental Policy Act. Purchaser will exercise good faith efforts to secure administrative and substantive compliance and any necessary approvals pursuant to the Act. However, shall Purchaser determine that it will not be able to utilize the property for the purposes intended under conditions imposed pursuant to the Act and the administrative processes thereunder, then Purchaser may, by written notice to Seller, terminate this agreement prior to closing, and neither party shall thereafter have any further obligation hereunder.

13.
DEFAULT

If, following Purchaser's exercise of the Option, the sale and purchase of the Property contemplated by this Agreement is not consummated on account of Seller's default hereunder, then Purchaser may elect, as its sole and exclusive remedy, to cancel this Agreement, whereupon Purchaser and Seller will be relieved of all liability hereunder.

Purchaser will also have the right to cancel this Agreement if any of Seller's representations or warranties made herein prove to be untrue in whole or in part, either as of the date hereof or subsequent thereto. Purchaser's rights of cancellation, as set forth in this provision numbered 13 will be in addition to and not in limitation of other provisions of this Agreement granting Purchaser the right to cancel this Agreement.

14.
BROKERAGE FEES

Seller represents and warrants that with respect to the Property described herein and the subject matter hereof that any obligations of the Seller incurred by or for real estate brokers or agents for commissions or finders fees, whether disclosed or not, shall be the sole responsibility of the Seller. To the extent any such fees are owing, Seller shall immediately notify Purchaser as to the amount owed and the party to whom owed and Seller shall indemnify and hold Purchaser harmless from all such commissions and fees.

15.
NOTICES

Purchaser or Closing Attorney may give oral notice of the Closing Date. All other notices to be given under and pursuant to this Agreement will be in writing and given by depositing the same in the United States Certified Mail with a request for the return of a receipt showing the name of the recipient and the date of delivery. Notices will be addressed to the party to be notified at the address first set forth hereinabove, and the date upon which such notice is delivered will be deemed the date thereof. Either party may, from time to time, by five (5) days' prior

notice to the other party, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

16.
ASSIGNMENT

Except as herein provided, Seller will not transfer or assign all or any of its right, title or interest hereunder or delegate any of its duties or obligations hereunder without the prior written consent of Purchaser, which consent will not be unreasonably withheld. Purchaser may, without the consent of Seller, transfer or assign this Agreement or any of Purchaser's rights or duties hereunder to another agency, department or authority of the State of Georgia without Seller's consent.

17.
RIGHTS CUMULATIVE

All rights, powers and privileges conferred hereunder will be cumulative and not restrictive of those given by law.

18.
NON WAIVER

No failure of Purchaser to exercise any right or power given to Purchaser under this Agreement, or to insist upon strict compliance by Seller with the provisions of this Agreement, and no custom or practice of Seller or Purchaser at variance with the terms and conditions of this Agreement, will constitute a waiver of Purchaser's right to demand exact and strict compliance by Seller with the terms and conditions of this Agreement.

19.
CONTINUITY

Each of the provisions of this Agreement, specifically including, but not limited to the Option herein granted, will be binding upon and inure to the benefit and detriment of Purchaser and Seller and the heirs, devisees, legatees, legal representatives, successors and assigns of Purchaser and Seller.

20.
DATE FOR PERFORMANCE

If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal holiday, then such time period will be automatically extended through the close of business on the next regularly scheduled business day.

21.
TIME OF THE ESSENCE

All time limits stated herein are of the essence of this Agreement.

22.
EXHIBITS

Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and will be construed to be made a part of this Agreement by such reference or other mention at each point at

which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

23.
SEVERABILITY

If any one or more of the provisions contained herein will for any reason be held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

24.
SURVIVAL

All provisions of this Agreement will survive the Closing and will not be merged into the documents executed and delivered by the parties at the Closing.

25.
CAPTIONS

The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

26.
GEORGIA AGREEMENT

This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia.

27.
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

28.
NO THIRD PARTY BENEFICIARIES

Nothing herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

29.
SPECIAL STIPULATIONS

The Special Stipulations set forth on EXHIBIT "C" to this Agreement are incorporated by reference and made a part of this Agreement. Insofar as such Special Stipulations conflict with any other provisions of this Agreement, such Special Stipulations will override such conflicting provision.

30.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussion, statements and agreements between Seller and Purchaser and constitutes the full, complete and entire agreement between Seller and Purchaser with respect hereto; no member, officer, employee or agent of Seller or Purchaser has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Seller and Purchaser and incorporated in and by reference made a part hereof.

31.
EXECUTION

The individual(s) executing this Agreement on behalf of Seller represent and warrant to Purchaser that such individuals have personal knowledge of the matters stated in this Agreement, and if Seller is a corporation, partnership or other legal entity, the individual(s) represent and warrant that they are authorized to execute this Agreement on behalf of Seller.

IN WITNESS WHEREOF, Seller has caused these presents to be duly signed, sealed and delivered on the day, month and year first above written.

SELLER:

CITY OF LAWRENCEVILLE, GEORGIA

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
in our presence:

Unofficial Witness

Official Witness, Notary Public

My Commission Expires: _____

(Notary Public Seal Affixed Here)

LIST OF EXHIBITS

Exhibit:

- A Legal Description of Property
- A-1 Copy of Drawing or Survey
- B Title Commitment
- C Special Stipulations

EXHIBIT "A"
Legal Description

EXHIBIT "A-1"
Copy of Drawing or Survey

EXHIBIT "B"

Title Commitment

[To be Supplied]

EXHIBIT "C"
Special Stipulations

[None]

RESOLUTION RES-2024-10

**RESOLUTION OF ABANDONMENT OF MUNICIPAL STREET
University Center Lane**

WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that a portion of roadway known as University Center Lane (aka Collins Industrial Lane) from the intersection of that street with the existing right-of-way of Collins Industrial Way to its intersection with a cross street also known as University Center Lane has ceased to be used by the public to such an extent that no substantial public purpose is accomplished by leaving the street as part of the municipal street system; and

WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that the abandonment and closing of the street as shown on the plat which is attached hereto as Exhibit "A" is in the best interest of the citizens of the City of Lawrenceville;

NOW THEREFORE, the Council of the City of Lawrenceville hereby resolves and ordains that the portion of University Center Lane (aka Collins Industrial Lane) as shown on Exhibit "A" which is attached hereto and incorporated herein by reference, is hereby declared to be closed and abandoned as a part of the municipal streets system of the City of Lawrenceville. This action is taken pursuant to O.C.G.A. §32-7-210 following proper notice to all property owners located on the portions of the municipal streets system closed and abandoned by this action. This abandonment is subject to any and all previous utility easements conveyed to or maintained by any public or private entity or franchise holder and the easements or other property rights previously conveyed shall not be extinguished or altered by this action.

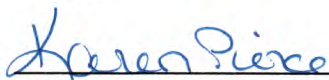
IT IS FURTHER RESOLVED AND ORDAINED that the Council hereby authorizes the Mayor, City Manager, City Clerk, and the City Attorney to take such action and execute such documents as are necessary to dispose of the abandoned property in accordance with the laws of the State of Georgia and the City of Lawrenceville or to otherwise use the property in the manner that serves the best interest of the City. Any deed disposing of said property shall contain a provision that the transfer is subject to all existing utility easements.

IT IS SO RESOLVED AND ORDAINED this 19th day of August, 2024.



David R. Still, Mayor

ATTEST:



Karen Pierce, City Clerk

Exhibit A

Plat of Abandoned Street

THIS BLOCK RESERVED FOR THE CLERK OF THE SUPERIOR COURT

LEGEND

Legend table listing various symbols and their corresponding field descriptions for infrastructure elements like pipes, manholes, and markers.

CURVE TABLE with columns for CURVE, LENGTH, RADIUS, CHORD, and BEARING. Lists curves C1 through C4.

LINE TABLE with columns for LINE, LENGTH, and BEARING. Lists lines L1 through L7.

N/F 7030 011 BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

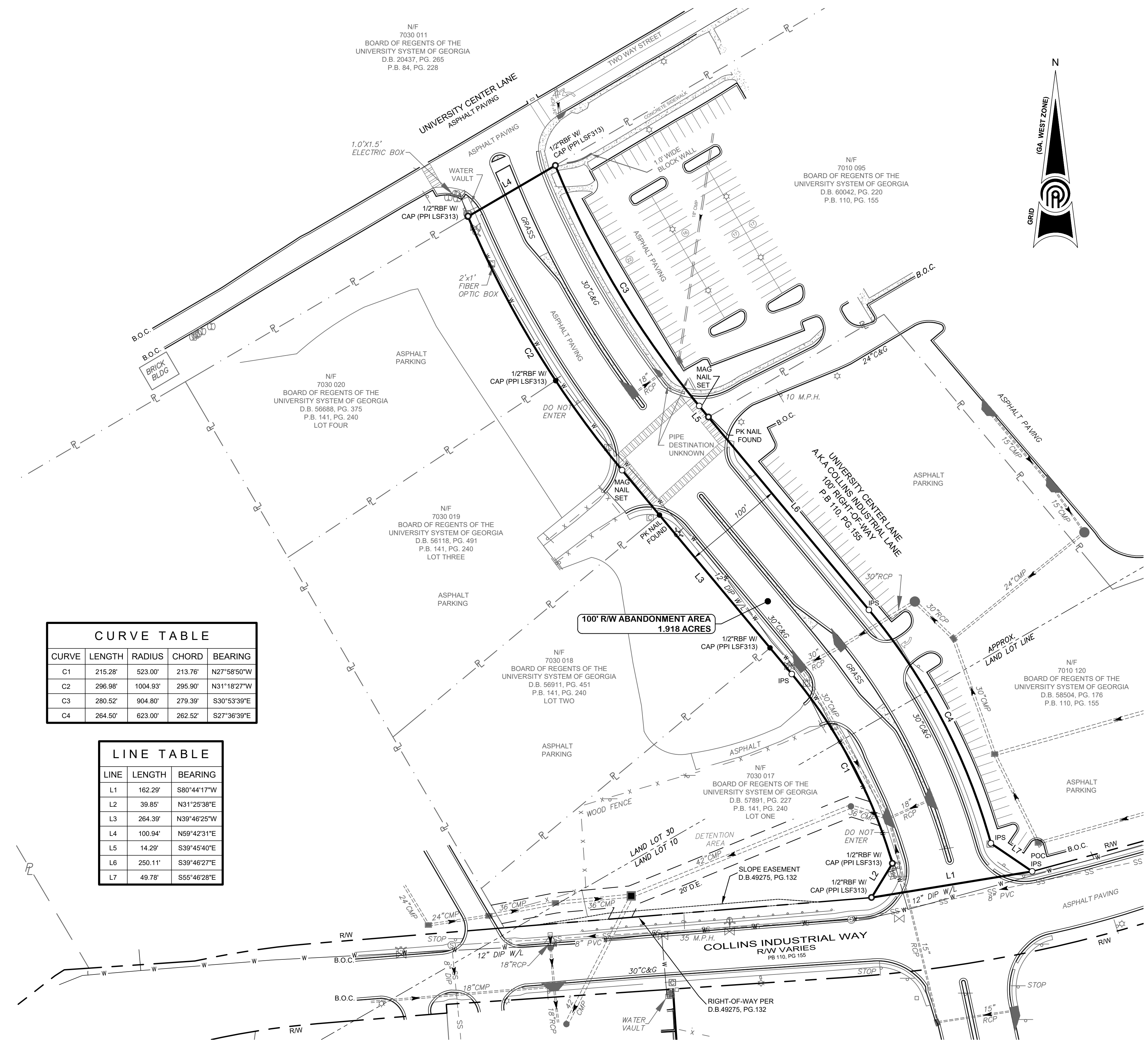
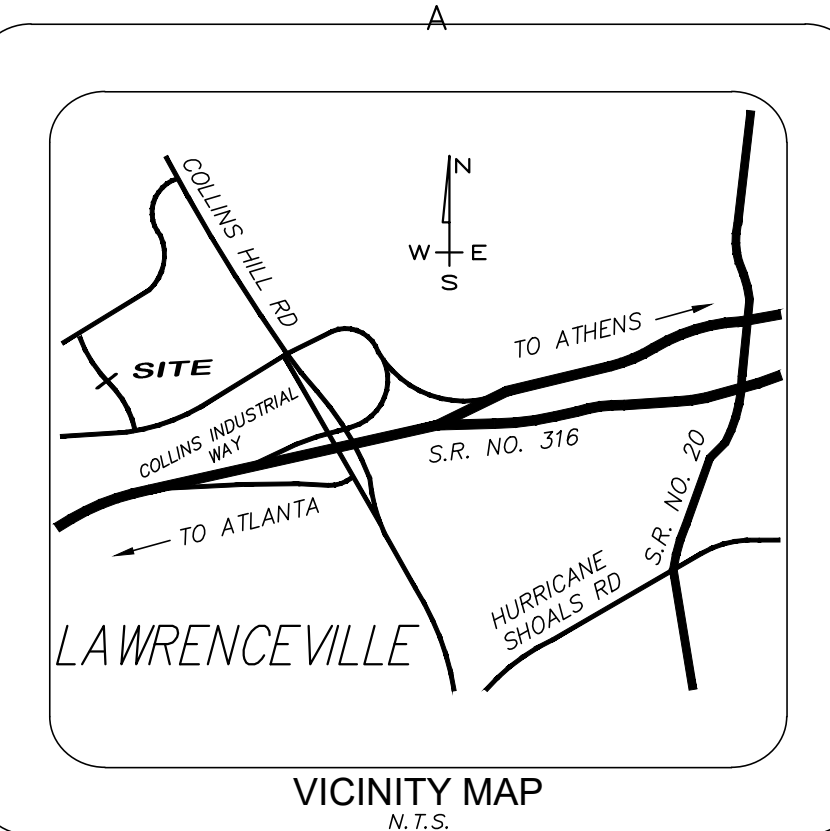
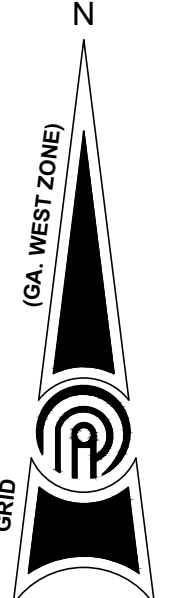
N/F 7010 095 BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

N/F 7030 020 BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

N/F 7030 019 BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

N/F 7030 018 BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA

N/F 7030 017 BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA



PROPERTY INFORMATION:

PORTION OF UNIVERSITY CENTER LANE

PLAT & DEED REFERENCES:

Subdivision Plat of 318 Industrial Park... ALTA/ACS LAND TITLE SURVEY FOR GEORGIA BOARD OF REGENTS...

OTHERS AS NOTED ON SURVEY.

SURVEY NOTES:

- 1) ALL AREA INCLUDES EASEMENTS WITHIN. 2) 1/2" RFB WITH YELLOW PLASTIC CAP... 3) THE CERTIFICATION... 4) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION...

EQUIPMENT USED:

A TRIMBLE S6 ROBOTIC TOTAL STATION & A CARLSON BRX7 GNSS MULTI-FREQUENCY (L1, L2 & L5) RECEIVER...

FIELD CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 27,625 & AN ANGULAR ERROR OF 02 SECONDS PER ANGLE POINT...

PLAT CLOSURE STATEMENT:

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN ONE FOOT IN 276,988 FEET.

HORIZONTAL & VERTICAL DATUM:

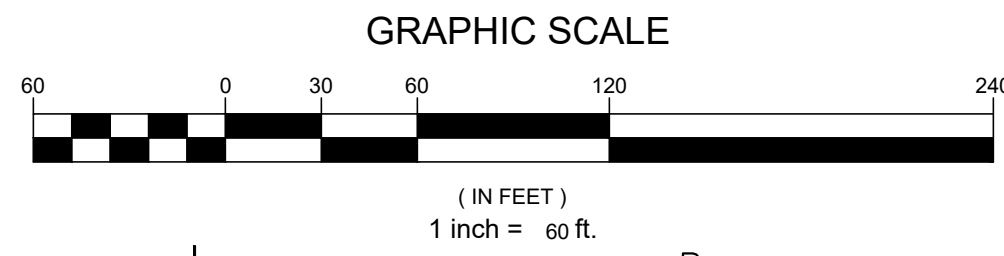
HORIZONTAL: NORTH AMERICAN (NAD 83) GEORGIA STATE PLANE, WEST ZONE. VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988...

FLOOD NOTE:

BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THE SURVEYED AREA LIES WITHIN A 100-YEAR FLOOD HAZARD AREA PER FIRM PANEL 13135C0073F...

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY NAMED IN THE CERTIFICATE HEREON...

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON...



Professional stamp area for Precision Planning Inc., including project title, sheet number, date (05/20/2024), and release information.

FILE PATH: E:\PROJECTS\2015\15196A-SV-GCC TRACT 5 MSP\DWG\15196A-SV-GCC TRACT 5 MSP\ABANDONMENT PLAT.DWG - NICK PETERS



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, OCTOBER 28, 2024
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Employee Health Insurance Approval
- Department:** City Manager
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** The Fiscal Year 2025 Budget has \$9,548,190 available for claims, premiums, and administration of the Group Health Benefits
- Presented By:** Michael Fischer, Assistant City Manager - Operations
- Action Requested:** Approval of this plan as described in the summary below for health coverages to begin January 1, 2025, and give the City Manager or his designee the authority to approve and execute the necessary coverages and documents to implement the plan.

Summary: Summary: City Health and related coverages approval:

- No change to health plan or employee costs (other than IRS mandated deductible increase on the HDHP w/HSA Plan
- Renew with independent Third Party Administrator (TPA) using *HealthEZ*
- Renew with Cigna network (PPO)
- Renew with Voya for stop loss insurance
- Renew with Veracity as the independent Pharmacy Benefits Manager
- 6% expected increase +453K
- Renew Aetna Medicare Advantage Plan for retirees +39K
- Renew Life and Disability with OneAmerica and increase the weekly STD benefit max to \$800 +31K
- Change EAP by adding Ulliance at an annual premium of \$9.3K
- Contract with Livongo Diabetic Support to help members stay on top of their health with connected devices and personalized coaching with an easy-to-use mobile app +77K
- No changes to Dental, Vision, Know the Costs, or Supplemental Plans
- Increase Working Spouse Surcharge to \$50 per pay period

Fiscal Impact:

- The Fiscal Year 2025 Budget has \$9,548,190 available for claims, premiums and administration of the Group Health Benefits.

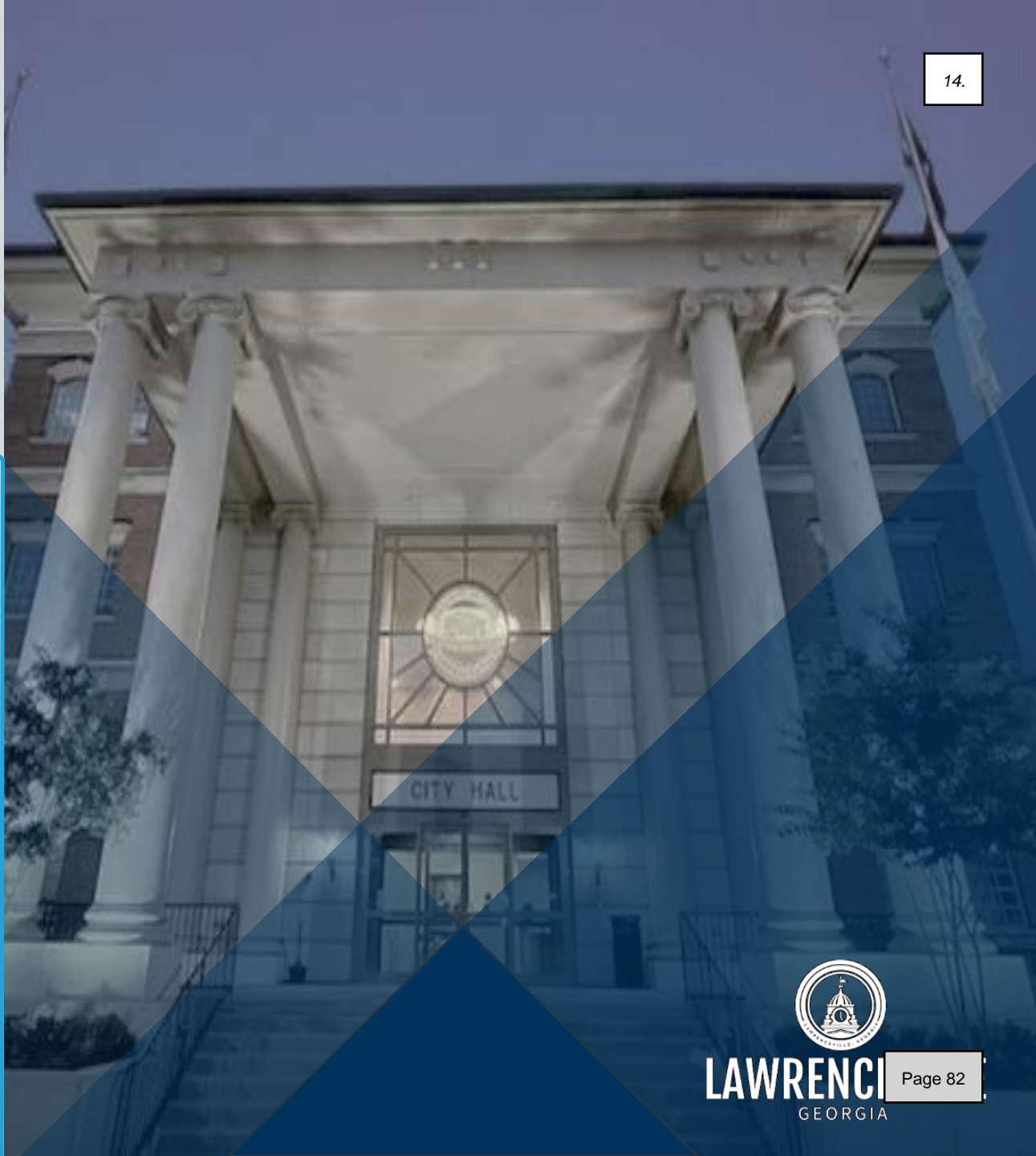
Attachments/Exhibits:

- PowerPoint Presentation



2025 Employee Benefits Renewal

October 28, 2024



A Strategic Partner for Planning, Designing and Implementing Your Employee Benefits Program:



MSI Benefits Group, Inc.
245 TownPark Drive, Suite 100
Kennesaw, GA 30144
Tel: 770-425-1231
Fax: 770-425-4722
www.msibg.com

Ashley Gilder
Benefits Consultant

2023

- Overall claims ran **6%** higher than expected
- **\$1.2M** in stop loss reimbursements (**10** claimants) **vs. \$605K** in annual premium (**197%** loss ratio – 65% target)
- **815K** reimbursed in December 2023 (**68%** of total reimbursements)

2024

- **6%** overall renewal increase (firmed renewal in Oct 23)
- City changed Pharmacy Benefit Managers (claims are running **26%** better than 2023)
- Added “Know The Costs” which has produced savings in imaging claim totals
- Overall claims are running **7%** better than expected
- **\$1.3M** in stop loss reimbursements (**6** claimants) thru August **vs. \$788K** expected in annual premium (**166%** loss ratio assuming no more reimbursements)

2025 Health Plan Renewal

	2024	2025	
	Current	Renewal	
Third Party Administrator (TPA)			
Pharmacy Benefit Manager (PBM)			
Specific Stop Loss Carrier			
Provider Network			
Enrolled	349	349	
Annual Admin Premium Total	\$460,698	\$469,074	2%
Contract Basis	15/12	22/12	
Specific Stop Loss (SSL) Deductible	\$135,000	\$135,000	
Separate Aggregating Spec Deductible	\$125,000	\$125,000	
Annual SSL Premium Total	\$765,568	\$1,148,305	50%
Annual Aggregate Premium Total	\$31,619	\$33,336	5%
Total Annual Fixed Premium Cost	\$1,257,885	\$1,650,716	31%
Excluded Laser	\$600,000	\$0	
Expected Annual Claim Liability	\$6,692,796	\$6,789,165	
Total Fixed + Expected Claims	\$7,950,681	\$8,439,881	
Employee/Retiree Cost	-\$107,772	-\$143,772	
Total Net Cost (Fixed + Expected)	\$7,842,909	\$8,296,109	6%
Projected Cost Increase		\$453,200	
Fixed Cost Increase		\$392,831	
PEPY Cost	\$22,473	\$23,771	

Renewal Notes:

- Stop Loss includes contract change to 22/12 from 15/12 (incurred claims back to March 1st of prior year would be covered through March 1st of new plan year)
- No change to HealthEZ admin fees
- Veracity's PEPM fee is increasing from \$12 to \$14 with access to Mobile App (see following slides)
- Voya issuing max increase (50%) - no competitive proposals (see next slide)
- \$600K laser removed as member is on Medicare (reduces claim liability by \$465K compared to 2024)
- Recommended no change to employee deductions
- 60 employees currently paying working spouse surcharge (\$36,000 per year) - increasing from \$25 to \$50 per pay period

2025 Stop Loss Marketing

City of Lawrenceville - Effective : 2025-01-01

Stop-Loss Terms	Current	Renewal	Option 1	Option 2	Option 3	Option 4
Stop-Loss Market	Voya Financial	Voya Financial	Tokio Marine HCC	Swiss Re	Tokio Marine HCC	Swiss Re
Deductible	\$135,000	\$135,000	\$135,000	\$135,000	\$150,000	\$150,000
Separate Aggregating Specific Deductible	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000
Contract Basis	15/12	22/12	18/12	24/12	18/12	24/12
Status	Current	Firm until 9/6/24	Quoted - Contingent	Quoted - Contingent	Quoted - Contingent	Quoted - Contingent
Stop-Loss Premium (Fixed Cost)						
Total Annual Premium/Fees	\$787,774	\$1,167,927	\$1,649,077	\$1,970,409	\$1,415,221	\$1,788,949
<i>Change from Current (\$)</i>		\$380,153	\$861,303	\$1,182,634	\$627,447	\$1,001,175
<i>Change from Current (%)</i>		48.26%	109.33%	150.12%	79.65%	127.09%
Stop-Loss Aggregate Claim Liability (Variable Cost)						
Maximum Claim Liability (Aggregate Attachm	\$7,707,773	\$8,402,321	\$8,306,728	\$8,768,994	\$8,509,458	\$8,884,123
<i>Change from Current (\$)</i>		\$694,548	\$598,956	\$1,061,222	\$801,685	\$1,176,350
<i>Change from Current (%)</i>		9.01%	7.77%	13.77%	10.40%	15.26%
Expected Claim Liability	\$6,166,218	\$6,721,857	\$6,645,383	\$7,015,196	\$6,807,566	\$7,107,298

Stop-Loss Market Response Summary

Stop-Loss Market	Market Response	
AccuRisk Solutions, LLC	Declined	Uncompetitive Rates
ATS Underwriting	Pending	
Berkley Accident and Health	Declined	Uncompetitive Rates
Berkshire Hathaway Specialty Insurance Company	Declined	Adverse Large Claims History
Crum & Forster	Declined	Adverse Large Claims History
Granular Insurance Company	Declined	Uncompetitive Rates
Intermediary Insurance Services, Inc.	Declined	Adverse Large Claims History
QBE A&H	Declined	Adverse Large Claims History
Rockport Benefits, LLC	Declined	Adverse Large Claims History
Sun Life Financial	Declined	Uncompetitive Rates
Swiss Re	Quoted - Contingent	
Symetra	Declined	Uncompetitive Rates
Tokio Marine HCC	Quoted - Contingent	
Voya Financial	Quoted - Contingent	
Wellpoint Stop Loss	Declined	Uncompetitive Rates

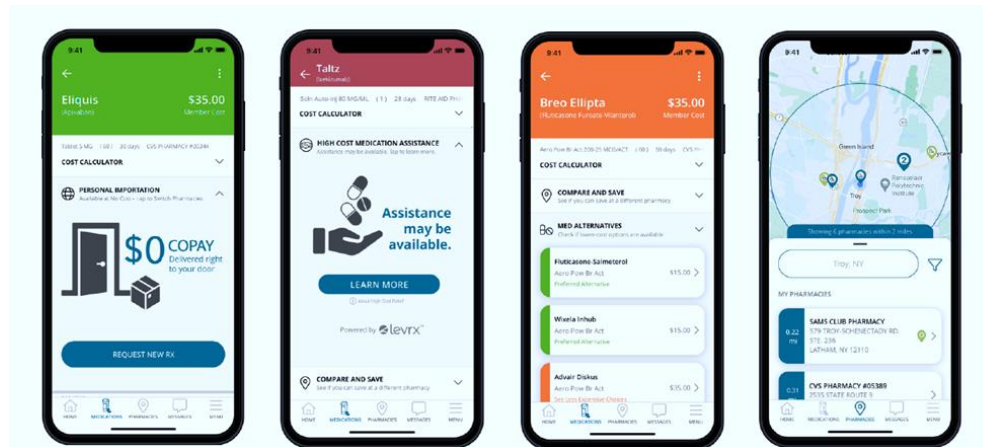


VeracityRx Real-time Mobile App

Increase Satisfaction, Reduce Member Disruption and Lower Rx Spend

40% Monthly Active User Rate vs. 13% Industry Average

VeracityRx App Fee: \$2 PEPM



Personalized to You

View Medications Listing

Access Patient-Specific Pricing

Locate Closest Pharmacies

Understand Your Options

View Lower Cost Drug Alternatives

Compare Rx Prices at Local Pharmacies

Evaluate Patient Assistance Options

Act with One Tap

Switch Medications

Change Pharmacies

Receive Alerts to Save



Livongo Diabetic Support

Program helps members stay on top of their health with connected devices and personalized coaching with an easy-to-use mobile app.

- Diabetes management with quick checks and unlimited
- No cost to members
- Coaches help create a custom plan that first members lifestyles (advice on health eating, exercise, and more)
- Mobile app that helps member manage ongoing condition (readings sent right to the app)
- Members can view trends and get personalized tips
- Fees are billed as a claim only for members that use the program
- Monthly reporting and communications with the HR team

- The City currently has 54 members with Diabetes

- Livongo Diabetic Program Cost: \$1,440 Per Person Per Year (PPPY)



2025 Health Plan Benefits and Employee Costs

		2025 Plan Design					
		Option A		Option B		HDHP w/HSA	
Deductible							
Individual		\$800		\$1,000		\$1,650	
Individual + 1		\$1,000		\$1,250		\$3,300	
Individual + Family		\$1,500		\$2,000		\$3,300	
Deductible/OOP Max Type		Non-Embedded		Non-Embedded		Non-Embedded	
Coinsurance		80%		80%		90%	
Out-of-Pocket Max							
Individual		\$1,250		\$1,450		\$1,900	
Individual + 1		\$2,000		\$2,250		\$3,800	
Individual + Family		\$3,000		\$3,250		\$3,800	
PCP Copay		Deductible + 20%		Deductible + 20%		Deductible + 10%	
Specialist Copay		Deductible + 20%		Deductible + 20%		Deductible + 10%	
Preventive Care		100%		100%		100%	
<u>Rx Copays:</u>							
Select Pharmacy Generic		\$10		\$10		Deductible + 10%	
Non-Select Pharmacy Generic		\$20		\$20		Deductible + 10%	
Preferred Brand		\$20		\$20		Deductible + 10%	
Non-Preferred Brand		\$40		\$40		Deductible + 10%	
Specialty Drugs		20% up to \$200 maximum		20% up to \$200 maximum		Deductible + 10%	
HSA Compatible		No		No		Yes	
City HSA Contribution							
Employee		N/A		N/A			
Spouse or Adult Child		N/A		N/A		\$500	
Maximum		N/A		N/A			
2025 Employee Semi-Monthly (24/yr) Deductions							
Employee Only	36	15.00	12	5.00	48	0.00	
Employee + 1	24	21.00	11	10.00	37	0.00	
Employee + Family	49	25.00	15	12.50	84	0.00	
Annual EE Contributions		\$63,036					
Spousal Surcharge	60	\$72,000					
Combined Annual		\$135,036					
Wellness Incentives		HRA		HRA		HSA	
Employee		\$125 per year		\$300 per year		\$800 per year	
Spouse or Adult Child		\$125 per year		\$300 per year		\$600 per year	
Maximum		\$250		\$600		\$1,400	

- Due to IRS regulations, the HDHP deductible will be increasing in 2025 to remain compliant
- As communicated in 2024, the Working Spouse Surcharge will increase from \$25 to \$50 per pay period
- New employees will no longer be eligible to enroll in Option A or B
- No other recommended changes in plans or employee costs

2025 Aetna Medicare Renewal

		2024	2025
		Current - Aetna	Renewal - Aetna
In-Network		Medicare Advantage Plan	Medicare Advantage Plan
Deductible (EE / F)		\$0	\$0
Out-of-Pocket Maximum (OOP Max) (EE / F)		\$0	\$0
Medical Coverage			
Preventive Services		100%	100%
PCP / Specialist Office Visit		\$0	\$0
Podiatry Office Visit		\$0	\$0
Radiation Therapy / Chemotherapy		\$0	\$0
Emergency Room		\$0	\$0
Urgent Care		\$0	\$0
Inpatient / Outpatient Services		\$0 / \$0	\$0 / \$0
Skilled Nursing Facility		\$0 per day, days 1-100	\$0 per day, days 1-100
Hospice Care		\$0	\$0
Imaging		\$0	\$0
Diabetes Self-Monitoring and Supplies		\$0	\$0
Prescription Coverage (Medicare Part D)			
Prescription Deductible (EE / F)		\$0	\$0
Prescription OOP Max (EE / F)		\$0	\$0
Initial Coverage Limit (ICL)		\$5,030	\$2,000
Generic - Preferred / Standard		\$4 / \$5	\$4 / \$5
Preferred Brand		\$30	\$30
Non-Formulary/Non-Preferred Brand		\$60	\$60
Home Deliver / 90-Day Supply		2 Times 30-Day Copay	2 Times 30-Day Copay
Gap Coverage		\$8,000	10% Manufacturer Discount
Members	62	Gross Premium	Gross Premium
Member		\$503.07	\$556.07
Gross Monthly Premium		\$31,190	\$34,476
Gross Annual Premium		\$374,284	\$413,716
\$ Difference		N/A	\$39,432
% Difference		N/A	10.54%

- Premium increase is due to CMS mandates and guidelines

Life and Disability Renewal and Option

Basic Life and AD&D Insurance

Basic Life and AD&D Amount:
Life Rate (per \$1,000):
AD&D Rate (per \$1,000):
Maximum Life Amount:
Projected Volume:
Covered Lives:
Monthly Premium:
Annual Premium:

Group Short Term Disability


Benefit Schedule:
Maximum Benefit:
Injury/Sickness Benefit Commences:
Benefit Duration:
Rate per \$10 Benefit:
Total Weekly Benefit:
Monthly Premium:
Annual Premium:


Group Long Term Disability

Benefit Schedule:
Maximum Benefit:
Elimination Period:
Benefit Duration:
Pre-Existing Exclusion:
Monthly Covered Payroll:
Rate per \$100 Benefit:
Monthly Premium:
Annual Premium:

Combined Annual Premium:

Annual Increase

Current/Renewal

2 x Salary (\$15,000 Mayor/Council)
\$0.13
\$0.03
\$200,000
\$40,915,600
322
\$6,546
\$78,558
60% of weekly earnings
\$500 per week
8th day
51 Weeks
\$0.49
\$158,500
\$7,767
\$93,198
60% of monthly earnings
\$3,500 per month
360 days
SSNRA
3/12
\$1,407,343
\$0.24
\$3,378
\$40,531
\$212,287

Increase STD Benefit

2 x Salary (\$15,000 Mayor/Council)
\$0.13
\$0.03
\$200,000
\$40,915,600
322
\$6,546
\$78,558
60% of weekly earnings
\$800 per week
8th day
51 Weeks
\$0.49
\$211,193
\$10,348
\$124,181
60% of monthly earnings
\$3,500 per month
360 days
SSNRA
3/12
\$1,407,343
\$0.24
\$3,378
\$40,531
\$243,271
\$30,983

- No change to the life and disability rates
- Recommending increasing the STD weekly benefit max from \$500 to \$800

Employee Assistance Program (EAP) Consideration

Employee Assistance Program	Current - ComPsych	Alt Option - Ulliance
Online Counseling	Unlimited	Unlimited
Face-to-Face Counseling	6	Unlimited
Referral Services	Unlimited	Unlimited
Financial Consulting	Included	Included
Legal Consulting	Included	Included
Identity Theft Recovery and Credit Monitoring	Not Included	Included
Critical Incident Stress Debriefing	Not Included	Unlimited
Critical Incident Onsite Response Time	N/A	24 Hours
24-hour Crisis Line	Not Included	Included
Police, Fire and EMT Specialty Emphasis	Not Included	Included
HR/Supervisor/Manager Consultation	Not Included	Included
HR/Supervisor/Manager Onsite Training	Not Included	Included
Employee/Supervisor Orientations	Not Included	Included
Customized Communication Materials	Not Included	Included
Wellbeing Portal	Not Included	Included
Discount Program	Not Included	Included
Designated Clinical Account Manager	Not Included	Included
Reporting Capabilities	Not Included	Quarterly
City EAP Annual Cost	Annual Cost: \$9,274	

- \$2.40 Per Employee Per Month (PEPM)
- This significantly improves the City's EAP

2026 Proposed Benefit Changes

2026 Plan Design		
	<u>HDHP w/HSA 1</u>	<u>HDHP w/HSA 2</u>
Deductible		
Individual	\$1,650	\$2,000
Individual + 1	\$3,300	\$4,000
Individual + Family	\$3,300	\$4,000
Deductible/OOP Max Type	Non-Embedded	Non-Embedded
Coinsurance	90%	90%
Out-of-Pocket Max		
Individual	\$2,000	\$2,500
Individual + 1	\$4,000	\$5,000
Individual + Family	\$4,000	\$5,000
PCP Copay	Deductible + 10%	Deductible + 10%
Specialist Copay	Deductible + 10%	Deductible + 10%
Preventive Care	100%	100%
<u>Rx Copays:</u>		
Select Pharmacy Generic	Deductible + 10%	Deductible + 10%
Non-Select Pharmacy Generic	Deductible + 10%	Deductible + 10%
Preferred Brand	Deductible + 10%	Deductible + 10%
Non-Preferred Brand	Deductible + 10%	Deductible + 10%
Specialty Drugs	Deductible + 10%	Deductible + 10%
HSA Compatible	Yes	Yes
City HSA Contribution		
Employee	\$1,300	\$1,300
Spouse or Adult Child	\$1,800	\$1,800
Maximum		
2026 Employee Semi-Monthly (24/yr) Deductions		
Employee Only	25.00	0.00
Employee + 1	50.00	0.00
Employee + Family	50.00	0.00
Wellness Incentives		
	HSA	HSA
Employee	\$800 per year	\$800 per year
Spouse or Adult Child	\$600 per year	\$600 per year
Maximum	\$1,400	\$1,400

- Eliminate Option A and B
- Only offer two HDHP w/HSAs
- While Plan 2 has a higher Deductible with increased Out-of-Pocket Maximums for both Plans, a zero-cost option remains available
- Additionally, both options include a higher and very generous HSA Contribution by the City
- Deductibles, Out-of-Pocket Maximums and Employee Deductions are intended to remain the same for 2026-2028, unless the IRS mandates changes to the Deductible

Additional Suggested Changes:

- Change the HSA administration from HealthEquity/WageWorks to AdminAmerica (one vendor, local)
- Eliminate the \$500 Retiree HRA (MedCom) – first offered in 2013 to help offset Rx costs when the City moved to the Medicare Advantage Plan

2025

- Renew with HealthEZ/Veracity/Voya/Cigna
- No change to health plan or employee costs (other than IRS mandated deductible increase)
- Increase Working Spouse Surcharge to **\$50** per pay period
- Add VeracityRx Mobile App
- **6%** expected increase (**+\$453K**)
- Renew Aetna Medicare Advantage Plan with mandated changes at a **10.54%** increase (**+\$39K**)
- Renew Life and Disability with OneAmerica and increase the weekly STD benefit max to \$800 (**+\$31K**)
- Change EAP to Ulliance at an annual premium of **\$9,300**
- No changes to Dental, Vision, Know The Costs, or Supplemental Plans

2026

- Implement recommended benefit and employee cost changes to the Health Plan
- Change to AdminAmerica for HSA administration
- Eliminate Retiree HRA through MedCom



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, OCTOBER 28, 2024
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Honest Alley Activation Study
- Department:** Planning and Development
- Date of Meeting:** Monday, October 28, 2024
- Fiscal Impact:** Study- \$99,928.00 from FY2024
- Presented By:** Helen Balch, Deputy Director of Planning and Development
- Action Requested:** None, Presentation Only

Summary: The City of Lawrenceville was awarded a grant from the Atlanta Regional Commission (ARC) for the work to be accomplished within the LCI study, all the necessary services provided in the grant support the tactical study of LCI related programs and projects within the Lawrenceville LCI Area such as BP4. Alley Network Extension as a pedestrian route as well as a placemaking feature:

The activation of Honest Alley and a continuation of alleys to the west will provide an exclusive back of house pedestrian experience as well as a placemaking opportunity for outdoor cafes and public art. The alley network could become an integral part of the downtown fabric, adopting the existing historic character of downtown and creating additional social spaces for City-sponsored events. These alleys may include elements such as brick pavers, café lights, permanent planters, and murals created by local artists.

Fiscal Impact: Budgeted as a Capital Improvement Project for \$1,000,000.00 over the next two years.

Concurrences: Once approved, the Engineering Department will manage the improvement project.

Attachments/Exhibits:
Honest Alley Presentation_October 2024.pptx

Reimagining Honest Alley LCI Study Update




Today's Agenda

- Livable Centers Initiative Background
- General Project Update
- Preferred Design Concept
- Next Steps






LAWRENCEVILLE
**DOWNTOWN
MASTER PLAN**



LIVABLE CENTERS INITIATIVE (LCI)
5-YEAR UPDATE

ADOPTED OCTOBER 2021

POND KB ADVISORY GROUP Hammett 



VISION STATEMENT

The Lawrenceville Downtown Master Plan Update vision provides a framework for the plan and informs the planning principles, which will create a cohesive blueprint for next steps in downtown's expansion. The vision can be summarized by the following statement:

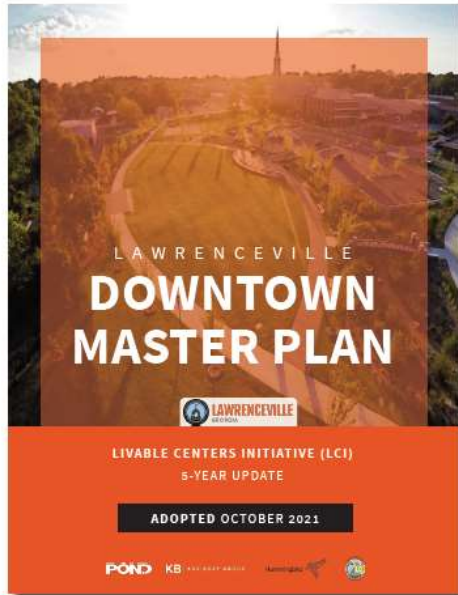
“

Centrally located within Gwinnett County, Downtown Lawrenceville will intentionally grow as an **inclusive, vibrant, connected, and walkable district** for residents, workers, and visitors reflecting the County's rich diversity.

Nationally recognized for its transformative arts and culture efforts, Downtown Lawrenceville offers dynamic community events, unique shopping and restaurants, gathering spaces, top ranked educational institutions, and high-quality housing choices, distinguishing it as a **model city center within metro Atlanta.**



DOWNTOWN MASTER PLAN





Recommendation Map





BP.4 Alley Network Extension as a Pedestrian Route as well as a Placemaking Feature





Create a public space that contributes to the activity and vibrancy of Downtown Lawrenceville



2023 LCI Study Grant Recipients

Note: Specific grant allocations are subject to change based on adjustments made by the LCI sponsor.

Atlanta Airport Community Improvement Districts

Grant Amount: \$160,000

The **Northwest Clayton LCI Update** aims to improve quality of life and economic opportunity in northwest Clayton County, near I-285 and Hartsfield-Jackson Atlanta International Airport. The study will review the area's growth since the last LCI plan adoption in 2011 and outline a comprehensive vision for equitable future growth and development to include improving access to affordable housing, employment, recreational spaces, and transit-oriented development around planned MARTA BRT stations.

City of Fairburn

Grant Amount: \$200,000

The **Education Campus Expansion & Community Connectivity Study** will leverage the Fairburn LCI Downtown Master Plan to transform the city's Education Campus, which consists of Georgia Military College and Brenau University South Campus. The study seeks to turn the area into the primary gateway into the city's downtown, improve connectivity between the campus and downtown Fairburn's amenities, and incorporate smart technology and creative placemaking along the Highway 29 Overlay District.

City of Lawrenceville

Grant Amount: \$80,000

The **Honest Alley Activation Project** aims to determine the feasibility and benefits of improving Honest Alley in Lawrenceville to be pedestrian friendly and include placemaking features. By making the area more welcoming to residents and visitors, the project will spur economic development for properties in the alleyway while also increasing community connectivity within Lawrenceville's downtown.



Funding

- Activation Study: \$80,000 by ARC's LCI and \$20,000 by the City of Lawrenceville
- Implementation through Capital Improvement Project: \$1,000,000.00



STUDY AREA

E Crogan St

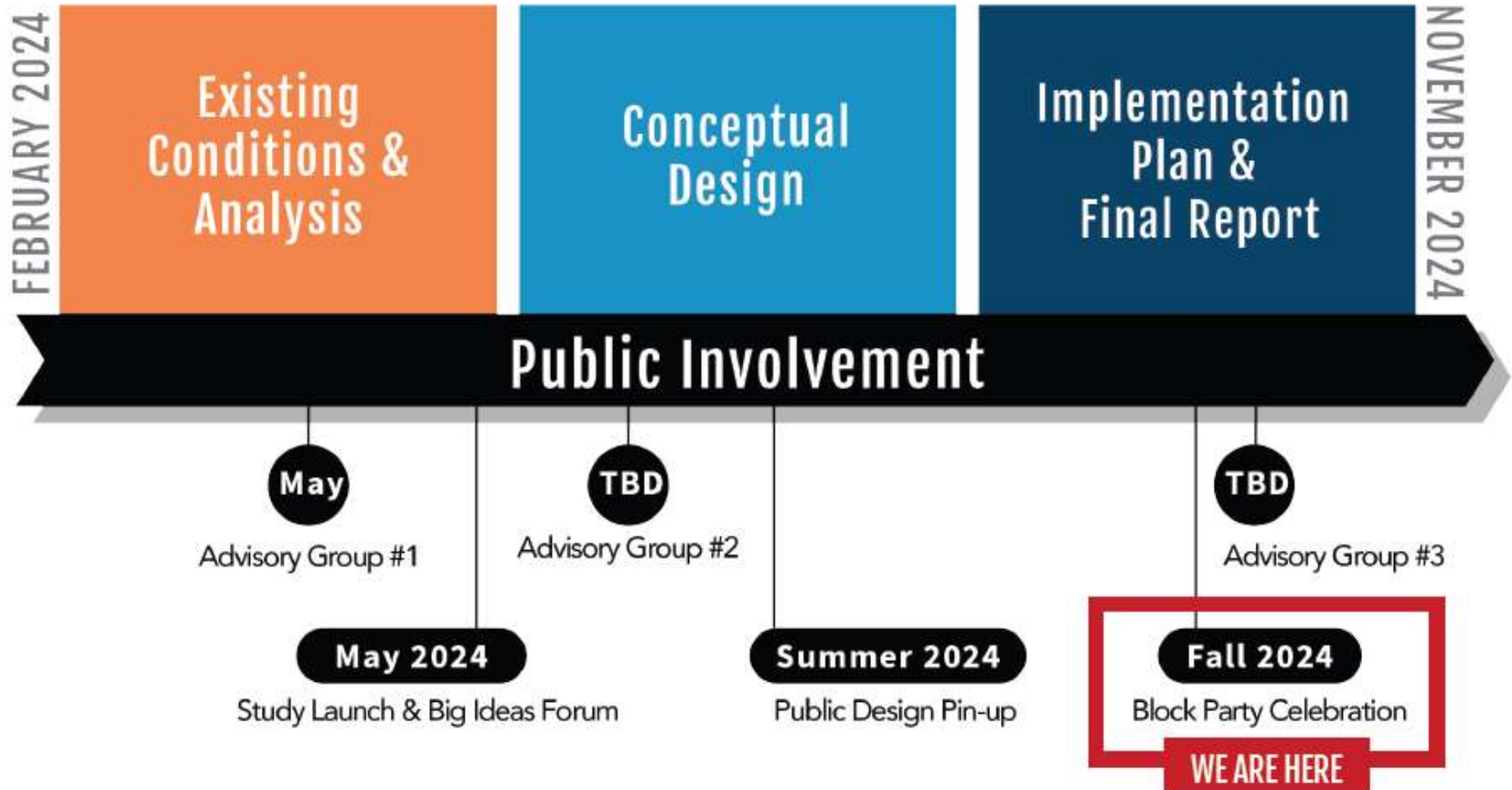
S Clayton St

Vacant

HONEST ALLEY

Honest Alley Exchange

Lawrenceville First Baptist Church Preschool





ENGAGEMENT PROCESS

- 5/7/24 Advisory Group Meeting #1
Project Kickoff
- 5/17/24 Business & Property Owner Outreach
- 5/17/24 Pop-up #1: Live in the DTL
Big Ideas Forum
- 7/30/24 Advisory Group Meeting #2
Preview of Design Concepts
- 8/9/24 Pop-up #2: National Night Out
Present Design Concepts & Preference Survey
- 9/27/24 Pop-up #3: CULTURA: Fiesta Latina
Present Preferred Concept
- 10/28/24 Advisory Group Meeting #3
Present Preferred Concept & Implementation



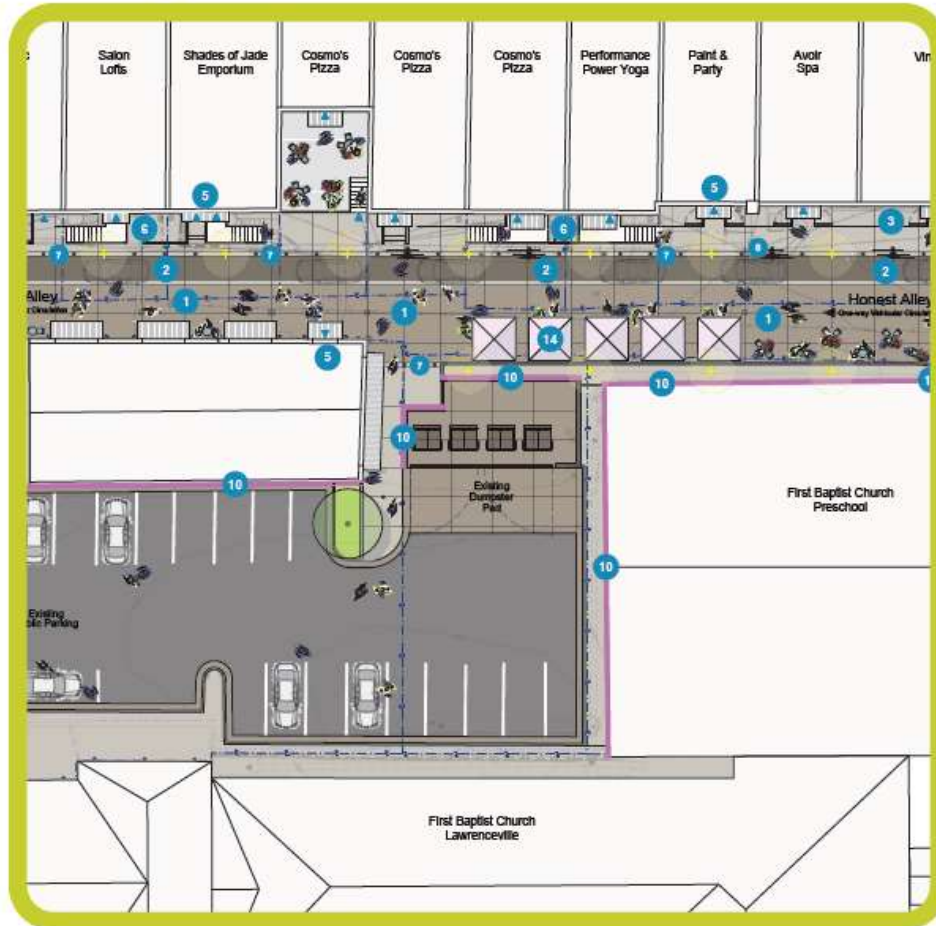


PROJECT GOALS

1. Balance service functions with public access and activation
2. Adjacent businesses will embrace at different times
3. Beyond safety: make it feel inviting (a place to be discovered)
4. Connect with surrounding streets
5. An excellent place for public art
6. Make it look good!



Design Concept 1A



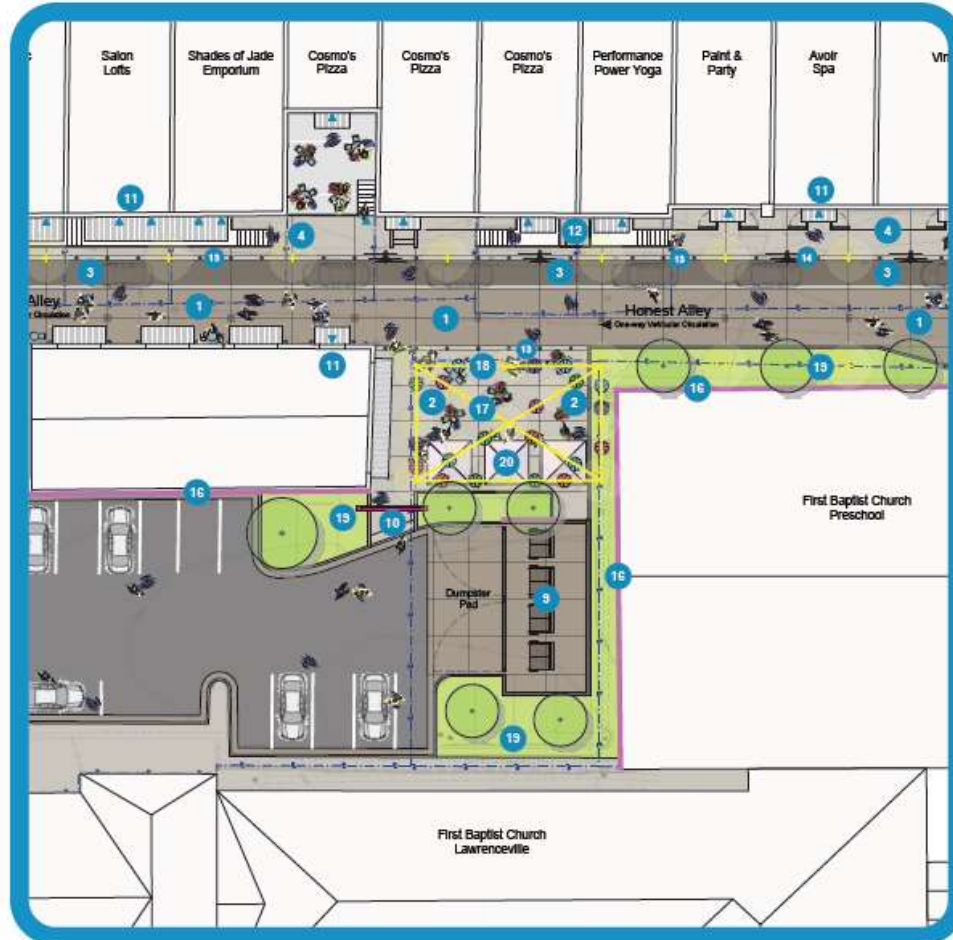


Design Concept 1B



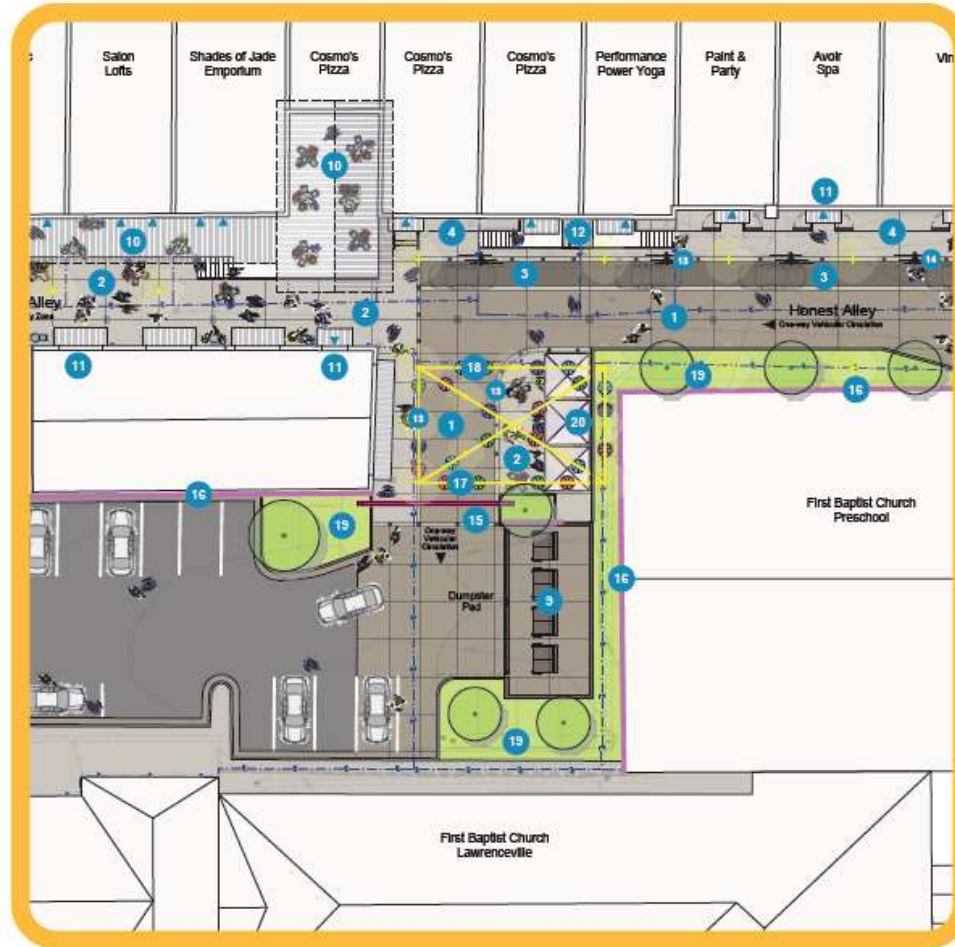


Design Concept 2



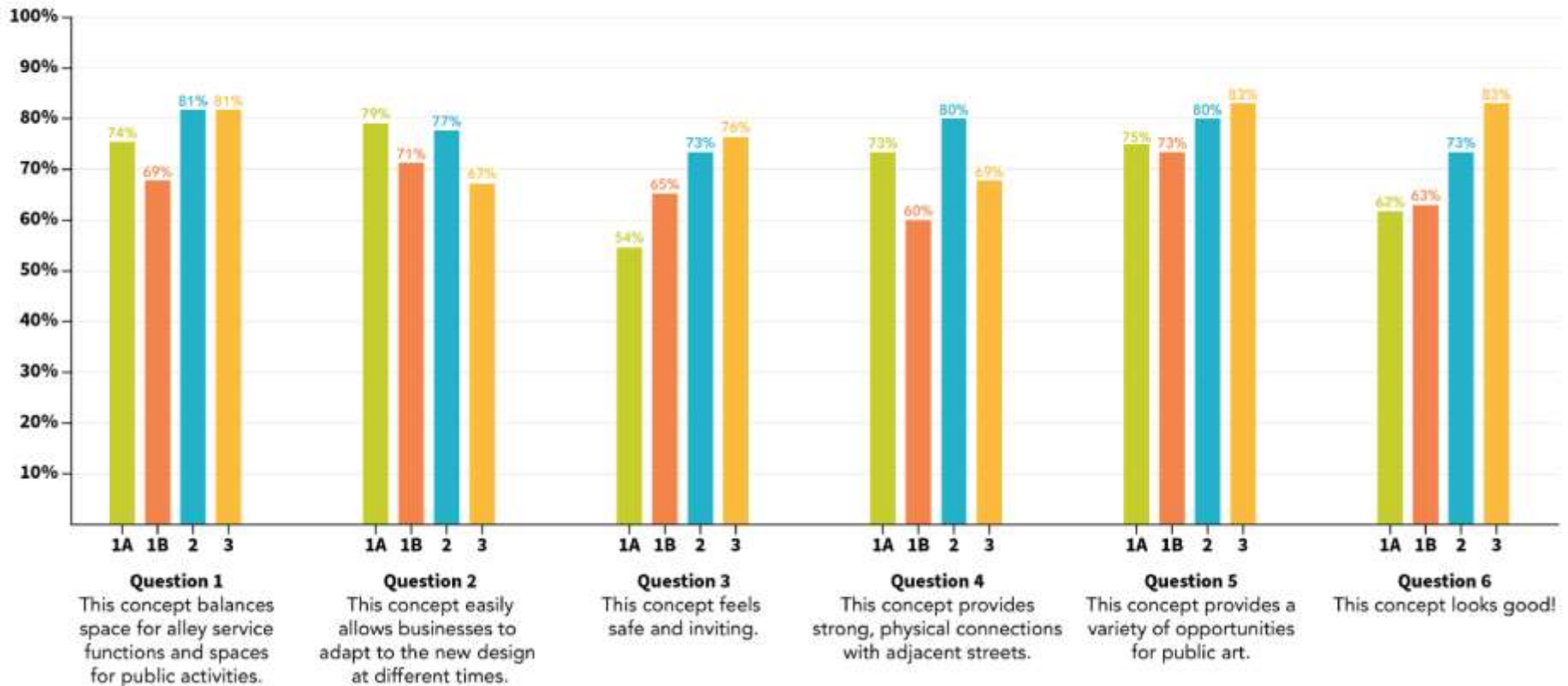


Design Concept 3



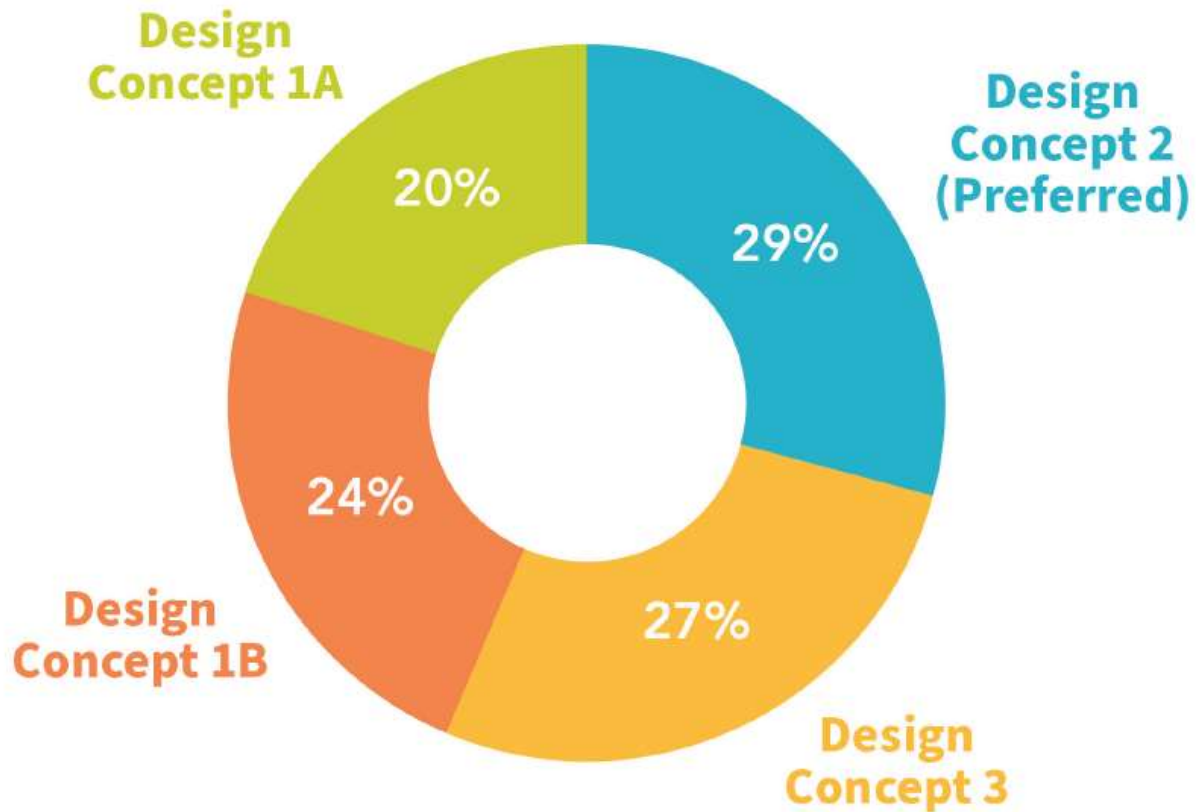


Does the design concept align with the project goals?





Do you have a favorite design concept?





What is the preferred concept missing?

- Include bike racks/bicycle parking
- Add more “greenery” (planting/landscape areas)
- Keep the space for festival tents from Concept 1B
- Add the brick pavers from Concept 1B
- Include the retail balcony from Concept 3
- Move the dumpsters farther south to increase the size of the plaza/pedestrian-only space
- Add a grocery store or farmers market
- Restrict vehicular access to designated hours



PREFERRED DESIGN CONCEPT

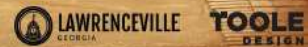


S. CLAYTON STREET ENTRY - LOOKING INTO HONEST ALLEY



SHOE HORN ALLEY

Alleyway entrance
on Perry Street





LEGEND

- | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| 1 Alley - Shared Zone
Pedestrian and Vehicular Public Access
One-way Vehicular Circulation
Public and Private Events | 6 S. Clayton Street
Curb Extensions - Traffic Calming | 11 Retail Awnings at Building Entries
Consistent Architectural Design | 16 Public Art - Wall Murals
Possible Mural Locations |
| 2 Alley - Pedestrian Zone
Pedestrian Access Only
Public and Private Events | 7 S. Clayton Street
Expanded Sidewalks
Driveway Aprons and ADA Curb Ramps | 12 Retail Access Stairs and Screen Walls
Consistent Architectural Design | 17 Pedestrian Lights and
Overhead Catenary Lights |
| 3 Alley - Private Retail Parking Zone
Parallel Parking Spaces | 8 Alley Entry - Chestnut Street
Pedestrian Crossing
Traffic Calming and Crosswalk | 13 Bollards - Removable
Vehicular Access Control | 18 Public Art - Overhead
Sculptural Art Suspended from
Overhead Catenary Cables |
| 4 Alley - Private Retail Zone
Stair Access, Screened Storage,
and Screened Utilities | 9 Dumpster Pad and Enclosure
Relocated for Creation of
Pedestrian Only Zone | 14 Utility Poles and Overhead Utility Lines
Consolidate and Align | 19 Landscape Enhancements
Tree and Ornamental Shrubs |
| 5 Alley Entry - S. Clayton Street
Pedestrian Crossing
Traffic Calming and Crosswalk | 10 Pedestrian Only Access
From Parking Lot to Honest Alley | 15 Architectural Gateway
Overhead Entry Canopy / Sign | 20 Event Tents - Temporary
Public and Private Events |



CONCEPTUAL SITE PLAN - DAILY USE





LEGEND

- 1** Alley - Shared Zone
Pedestrian and Vehicular Public Access
One-way Vehicular Circulation
Public and Private Events
- 2** Alley - Pedestrian Zone
Pedestrian Access Only
Public and Private Events
- 3** Alley - Private Retail Parking Zone
Parallel Parking Spaces
- 4** Alley - Private Retail Zone
Stair Access, Screened Storage,
and Screened Utilities
- 5** Alley Entry - S. Clayton Street
Pedestrian Crossing
Traffic Calming and Crosswalk
- 6** S. Clayton Street
Curb Extensions - Traffic Calming
- 7** S. Clayton Street
Expanded Sidewalks
Driveway Aprons and ADA Curb Ramps
- 8** Alley Entry - Chestnut Street
Pedestrian Crossing
Traffic Calming and Crosswalk
- 9** Dumpster Pad and Enclosure
Relocated for Creation of
Pedestrian Only Zone
- 10** Pedestrian Only Access
From Parking Lot to Honest Alley
- 11** Retail Awnings at Building Entries
Consistent Architectural Design
- 12** Retail Access Stairs and Screen Walls
Consistent Architectural Design
- 13** Bollards - Removable
Vehicular Access Control
- 14** Utility Poles and Overhead Utility Lines
Consolidate and Align
- 15** Architectural Gateway
Overhead Entry Canopy / Sign
- 16** Public Art - Wall Murals
Possible Mural Locations
- 17** Pedestrian Lights and
Overhead Catenary Lights
- 18** Public Art - Overhead
Sculptural Art Suspended from
Overhead Catenary Cables
- 19** Landscape Enhancements
Tree and Ornamental Shrubs
- 20** Event Tents - Temporary
Public and Private Events



CONCEPTUAL SITE PLAN - EVENT ACTIVATION



PREFERRED CONCEPT





Next Steps

- Project Management Team Meetings
- Work sessions with concurrent departments
- 3rd Advisory Group Meeting
- Draft report for review- November
- Final presentation in December
- Adoption in January



Questions?