



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, June 22, 2020
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Gas Department

Announcements

Public Comment

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.

- [2.](#) Purchase of Police Uniforms on an Annual Contract
- [3.](#) Purchase of Tyler Technologies "ExecuTime" Timeclock System
- [4.](#) Paper Mill Road Sanitary Sewer Easement
- [5.](#) Purchase of Parcel R5146A015 known as 150 Honest Alley
- [6.](#) Resolution to include municipal boundaries as part of the Gwinnett County multi-jurisdictional hazard mitigation plan

Public Hearing Old Business

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

- [7.](#) FY 2021 Budget Public Hearing and Resolution
- [8.](#) ANX-19-02; The Residential Group c/o Mahaffey Pickens Tucker, LLP- Shane Lanham; Buford Drive (SR 20) at University Parkway (SR 316)
- [9.](#) RZC2019-00010 & SUP2019-00022; The Residential Group c/o Mahaffey Pickens Tucker, LLP- Shane Lanham; Buford Drive (SR 20) at University Parkway (SR 316) Pending Annexation

Public Hearing New Business

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

- [10.](#) RZR2020-00005; Aizaz Shaikh, LLC; 284 Hurricane Shoals Road
- [11.](#) SUP2019-00018; Jon Stewart; 905 Grayson Highway
- [12.](#) SUP2020-00029; Enterprise Leasing; 600 Grayson Highway
- [13.](#) SUP2020-00030; Maxsouth Steel Erectors, LLC; 192 Industrial Park Drive

Council Business Old Business

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

- [14.](#) Construction Manager at Risk Services Change Order 1
- [15.](#) Gas Rate Analysis and Ordinance Amendment
- [16.](#) Amend Chapter 30 – Solid Waste and Chapter 30 – Utilities

Council Business New Business

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

[17.](#) 2020 Annual LMIG Resurfacing Project

[18.](#) Scenic Hwy at New Hope Road and Scenic Hwy at Grayson Hwy – Engineering and Surveying Services

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JUNE 22, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Police Uniforms on an Annual Contract
Department:	Police
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	\$75,203.72
Presented By:	Tim Wallis
Action Requested:	Approval to renew Purchase of Police Uniforms on an Annual Contract to Public Safety Uniform & Supply of Georgia in the amount of \$75,203.72.

Summary: This contract provides uniforms and uniform related equipment for Police Department Officers on an as needed basis. This is the first of four renewal options.

Fiscal Impact: Amount of \$75,203.72. This contract is funded by the Uniforms Fund (1003200.531715) and the Small Furniture & Equipment Fund (1003200.531600).

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

2.

AQ009-19
Purchase of Police Uniforms on an Annual Contract
Police Department

				Public Safety Uniform & Supply of Georgia	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	Duty Belt	10	EA	\$58.53	\$585.30
2	5.11 Tactical Style # 59409 – 1.5” Trainer Belt	15	EA	\$32.91	\$493.65
3	Inner Belt - Style # HP-1260WL	8	EA	\$31.28	\$250.24
4	Safariland Style # Model 99 – Buckleless Reversible Duty Belt, 1.5”	10	EA	\$31.28	\$312.80
5	Coat with Softshell Liner - Black	10	EA	\$189.00	\$1,890.00
6	Horace Small Duty Flex Jacket	8	EA	\$109.00	\$872.00
7	Gerber Jacket w/ Soft Shell	8	EA	\$189.00	\$1,512.00
8	Jacket - Rain 26991	8	EA	\$87.23	\$697.84
	Jacket Liner - fleece 26950-50 (optional)	2	EA	\$230.00	\$460.00
	Jacket Liner - softshell version 26950-60 (optional)	2	EA	\$284.00	\$568.00
	Jacket Liner - light weight softshell fleece version 26950-65 (optional)	2	EA	\$245.00	\$490.00
	Jacket Liner - havis version 26950-70 (optional)	2	EA	\$295.00	\$590.00
9	Pant - Rain	4	EA	\$44.83	\$179.32
10	Blauer - Style # 8650 - 4-Pkt Polyester Trousers (Traditional Uniform)	60	EA	\$35.99	\$2,159.40
11	Blauer Style #: 8650 - 4-Pkt Polyester Trousers - Women's (Traditional Uniform)	20	EA	\$35.99	\$719.80
12	Blauer Style #: 8675 – SS Shirt S-3XL (Traditional Uniform)	60	EA	\$41.00	\$2,460.00
13	Blauer Style #: 8670 – LS Shirt (Traditional Uniform)	20	EA	\$45.00	\$900.00
14	Blauer - Style # 8657 - 6-Pkt Polyester Trousers	70	EA	\$46.00	\$3,220.00
15	Blauer - Style # 8666- FLEXRS - 6-Pkt Trousers	8	EA	\$59.00	\$472.00
16	Blauer - Style # 8666W - FLEXRS - 6 Pkt Trousers - Women's	8	EA	\$59.00	\$472.00
17	Blauer Armorskin - Style # 8371 Base Shirt, Dark Navy, Long Sleeve	40	EA	\$35.43	\$1,417.20
18	Blauer Armorskin - Style # 8372 Base Shirt, Dark Navy, Short Sleeve	80	EA	\$32.13	\$2,570.40
19	Blauer FLEXRS - Style # 8362 - Base Shirt Dark Navy, Short Sleeve	80	EA	\$43.00	\$3,440.00
20	Blauer FLEXRS - Style # 8362W - Base Shirt Dark Navy, Short Sleeve - Women's	20	EA	\$43.00	\$860.00
21	Blauer FLEXRS - Style # 8361 - Base Shirt Dark Navy, Long Sleeve	80	EA	\$48.00	\$3,840.00
22	Blauer FLEXRS - Style # 8361W - Base Shirt Dark Navy, Long Sleeve - Women's	20	EA	\$48.00	\$960.00
23	Blauer Style #: 8110X – Mock Turtleneck Shirt	10	EA	\$22.93	\$229.30
24	Tru-Spec Style #: 1061 – Tactical Response Uniform (Tru) Pants-Dark Navy	20	EA	\$47.87	\$957.40
25	Tru-Spec Style #: 1064 – Tactical Response Uniform (Tru) Pants-Olive Drab	20	EA	\$47.87	\$957.40
26	Tru-Spec Style #: 2549 – Tactical Response Uniform (Tru) Shirt-Dark Navy	20	EA	\$52.00	\$1,040.00
27	Tru-Spec Style #: 2549 – Tactical Response Uniform (Tru) Shirt-Olive Drab	40	EA	\$52.00	\$2,080.00
28	Tri-Mountain Style #: 810 Button-down L/S Shirt	15	EA	\$16.00	\$240.00
29	Tri-Mountain Style #: 808 Button-down S/S Shirt	15	EA	\$15.00	\$225.00
30	Polo Shirt w/ badge on left chest S-3XL - Long Sleeve	30	EA	\$36.64	\$1,099.20
31	Polo Shirt w/ badge on left chest S-3XL - Short Sleeve	60	EA	\$34.00	\$2,040.00
32	5.11 TacLite Pro - Pant	40	EA	\$42.00	\$1,680.00
33	5.11 - Style # 74434 - Apex Tactical - Pant	16	EA	\$69.00	\$1,104.00
34	5.11 - Style # 74369 - Stryke - Pant	30	EA	\$65.00	\$1,950.00
35	5.11 - Style # 64386 - Stryke - Pant - Women's	36	EA	\$65.00	\$2,340.00
36	5.11 Tactical Style #: 40016 – Utili-T Crew Neck T-Shirts (3Pk) White or Black	40	EA	\$33.55	\$1,342.00
37	Hero's Pride Style #9074B Rubber Belt Shirt Stay	5	EA	\$6.02	\$30.10
38	Samuel Broome Style #: 90010 – Men's 18" Clip-on Tie w/ Button Holes	5	EA	\$5.00	\$25.00
39	Samuel Broome Style #: 90043 – Men's 20" Clip-on Tie w/ Button Holes	5	EA	\$5.00	\$25.00
40	Samuel Broome Style #: 90063 – Men's 22" Clip-on Tie w/ Button Holes	5	EA	\$5.00	\$25.00
41	Blauer FLEXRS Armorskin Vest Carrier - Style #8360XP - Vest Carrier, Dark Navy	5	EA	\$94.00	\$470.00

BID TABULATION

2.

42	Bellville Style #: TR960ZWP – Tactical Research Khyber Waterproof Zipper - Boot	10	EA	\$107.00	\$1,070.00
43	UnderArmor - Style # 3021034 - Valsetz RTS 1.5 - Boot	4	EA	\$125.00	\$500.00
44	UnderArmor - Style # 3021037 - Valsetz RTS 1.5 - Women's Boot	4	EA	\$125.00	\$500.00
45	UnderArmor - Style # 1268951 - Stellar - Boot	10	EA	\$83.00	\$830.00
46	UnderArmor - Style # 1303129 - Stellar Side Zip - Boot	5	EA	\$83.00	\$415.00
47	Blauer - Style # FW016LT - Clash LT 6" - Boot	5	EA	\$150.00	\$750.00
48	Blauer - Style #FW034 - Clash 4" - Shoe	5	EA	\$139.00	\$695.00
49	Blauer - Style # GW056 - Crush Boot - Black	5	EA	\$104.00	\$520.00
50	5.11 - Style # 12394 - A.T.A.C. 2.0 - 6" Side Zip - Boot	5	EA	\$95.00	\$475.00
51	5.11 - Style # 12394 - A.T.A.C. 2.0 - 6" Side Zip Desert - Boot	5	EA	\$95.00	\$475.00
52	Bates Style #: E00942 – Black High Gloss Oxfords - Shoes	5	EA	\$55.00	\$275.00
53	Blauer - Style #GL101 Frisk Glove XS-XL	20	EA	\$15.79	\$315.80
54	Vest - Traffic	10	EA	\$44.00	\$440.00
55	Belt Keeper - hidden snap	8	EA	\$18.63	\$149.04
56	Baton - Expandable - Talon - 60cm w/button release 26"	20	EA	\$102.00	\$2,040.00
57	Baton Holder Scabbard - Envoy	20	EA	\$41.07	\$821.40
58	Charger - streamlight	10	EA	\$19.00	\$190.00
59	Flashlight - LED Rechargeable w/standard charger	10	EA	\$111.26	\$1,112.60
60	Flashlight - Weapon Mounted	30	EA	\$127.92	\$3,837.60
61	Flashlight - Strion LED-74301	10	EA	\$112.00	\$1,120.00
61	Flashlight holder - open-top mini-flashlight	8	EA	\$21.45	\$171.60
62	Flashlight Ring - snap	2	EA	\$9.13	\$18.26
63	Handcuff Case - Double	8	EA	\$41.37	\$330.96
64	Handcuff Case - Single	8	EA	\$32.43	\$259.44
65	Handcuffs - Chain	8	EA	\$46.46	\$371.68
66	Handcuffs - Hinged	8	EA	\$59.11	\$472.88
67	Hat - Uniform	8	EA	\$39.00	\$312.00
68	Holster - Concealment	10	EA	\$51.20	\$512.00
69	Holster - Uniform - Level 3	30	EA	\$122.18	\$3,665.40
70	Holster Adjustable Belt Loop for 2.25" belt	10	EA	\$4.22	\$42.20
71	Holster Quick Attachment System	10	EA	\$31.31	\$313.10
72	Magazine Holder - open top - double	6	EA	\$14.91	\$89.46
73	Magazine Holder - double - covered - snap closure	8	EA	\$29.43	\$235.44
74	Magazine Holder - open top - triple	6	EA	\$21.40	\$128.40
75	OC Holder	6	EA	\$25.46	\$152.76
76	Radio Holder	8	EA	\$25.46	\$203.68
77	Safety Wand - orange - for flashlight	5	EA	\$4.85	\$24.25
78	Tourniquet (Gen 7), Black	12	EA	\$32.43	\$389.16
79	Tourniquet Case, Black, Basket Weave, Belt Carrier	12	EA	\$34.23	\$410.76
80	Capt Bars	5	EA	\$19.50	\$97.50
81	Collar Brass	10	EA	\$22.00	\$220.00
TOTAL				\$75,203.72	
Will vendor hold pricing firm? Renewal Option 1				No Increase	
Will vendor hold pricing firm? Renewal Option 2				No Increase	
Will vendor hold pricing firm? Renewal Option 3				No Increase	
Will vendor hold pricing firm? Renewal Option 4				No Increase	

Recommended Vendor:

Public Safety Uniform & Supply of Georgia
1071 Colorado Bend
Watkinsville, GA 30677
706-254-4007
gcolechev@aol.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: CONSENT

Item:	Purchase of Tyler Technologies "ExecuTime" Timeclock System
Department:	Information Technology
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	Contract total of \$93,426.00 plus estimated travel expenses of \$10,960.00. Ongoing yearly maintenance/support fees of \$1,928.00. Funding is available within the existing Munis project.
Presented By:	Kyle Parker
Action Requested:	Approval to purchase ExecuTime system by Tyler Technologies in the amount of \$93,426.00 plus estimated travel expenses of \$10,960.00 and ongoing yearly maintenance/support fees of \$1,928.00.

Summary: Staff requests the authorization to purchase the ExecuTime timeclock system by Tyler Technologies. This system integrates directly with the Munis payroll system and will provide additional functions for enhanced reporting, time tracking, employee portal for requesting time off, and scheduling.

Fiscal Impact: Contract total of \$93,426.00 plus estimated travel expenses of \$10,960.00. Ongoing yearly maintenance/support fees of \$1,928.00. This project is funded by the Software fund (3551535.541000). Project: 02-006 – Upgrade Financial/ERP Systems.

Attachments/Exhibits:
Lawrenceville Executime Time Clocks



Quoted By:	David Regnery
Date:	4/9/2020
Quote Expiration:	9/5/2020
Quote Name:	City of Lawrenceville-ERP-ExecuTime
Quote Number:	2020-105025
Quote Description:	Executime

Sales Quotation For

City of Lawrenceville
PO Box 2200
Lawrenceville, GA 30046-2200
Phone +1 (678) 407-6571

Tyler Software and Related Services

Description	License	Impl. Hours	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Human Capital Management:						
ExecuTime Advanced Scheduling (50)	\$8,930.00	48	\$8,880.00	\$0.00	\$17,810.00	\$1,786.00
ExecuTime Advanced Scheduling Mobile Access	\$4,375.00	0	\$0.00	\$0.00	\$4,375.00	\$875.00
ExecuTime Time & Attendance (300)	\$21,065.00	128	\$23,680.00	\$0.00	\$44,745.00	\$4,213.00
ExecuTime Time & Attendance Mobile Access	\$5,585.00	0	\$0.00	\$0.00	\$5,585.00	\$1,117.00
Sub-Total:	\$39,955.00		\$32,560.00	\$0.00	\$72,515.00	\$7,991.00
<i>Less Discount:</i>	<i>\$3,997.00</i>		<i>\$0.00</i>	<i>\$0.00</i>	<i>\$3,997.00</i>	<i>\$7,991.00</i>
TOTAL:	\$35,958.00	176	\$32,560.00	\$0.00	\$68,518.00	\$0.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Management	20	\$185.00	\$0.00	\$3,700.00
TOTAL:				\$3,700.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Touchscreen 10: Proximity Reader (HID)	8	\$2,410.00	\$0.00	\$19,280.00	\$0.00	\$0.00	\$0.00

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Touchscreen 10: Proximity Reader (HID) Maintenance	8	\$0.00	\$0.00	\$0.00	\$241.00	\$0.00	\$1,928.00
<i>3rd Party Hardware Sub-Total:</i>			\$0.00	\$19,280.00			\$0.00
TOTAL:				\$19,280.00			\$1,928.00

Summary**One Time Fees****Recurring Fees**

Total Tyler Software	\$35,958.00	\$0.00
Total Tyler Services	\$36,260.00	\$0.00
Total 3rd Party Hardware, Software and Services	\$19,280.00	\$1,928.00
Summary Total	\$91,498.00	\$1,928.00
Contract Total	\$93,426.00	
(Excluding Estimated Travel Expenses)		
Estimated Travel Expenses	\$10,960.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
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Payroll/HR:

ExecuTime Advanced Scheduling (50)	\$8,930.00	\$893.00	\$8,037.00	\$1,786.00	\$1,786.00	\$0.00
ExecuTime Advanced Scheduling Mobile Access	\$4,375.00	\$438.00	\$3,937.00	\$875.00	\$875.00	\$0.00
ExecuTime Time & Attendance (300)	\$21,065.00	\$2,107.00	\$18,958.00	\$4,213.00	\$4,213.00	\$0.00

Tyler Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
ExecuTime Time & Attendance Mobile Access	\$5,585.00	\$559.00	\$5,026.00	\$1,117.00	\$1,117.00	\$0.00
TOTAL:	\$39,955.00	\$3,997.00	\$35,958.00	\$7,991.00	\$7,991.00	\$0.00

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely, but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Comments

Implementation hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler's pricing is based on the scope of proposed products and services being obtained from Tyler. Should portions of the scope of products or services be removed by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

If a Tyler client desires clocks that do not have direct connectivity back to the network server ExecuTime resides on, then a VPN device installation, to be provided at Tyler's then-current prices, will be needed for every location where a clock may reside.

Clocks will be shipped upon receipt of a signed quote or addendum. The warranty period starts when the clocks are shipped. The warranty period ends whichever occurs first, either 12 months after connecting the clocks to the ExecuTime software or 18 months from shipment.

Clock prices include Tyler instruction regarding clock configuration and connection to the ExecuTime software. Client is responsible for clock installation and connection to applicable network.

Development modifications, interfaces and services, where applicable, shall be invoiced to the client in the following manner: 50% of total upon authorized signature to proceed on program specifications and the remaining 50% of total upon delivery of modifications, interface and services.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Paper Mill Road Sanitary Sewer Easement
Department:	Engineering
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	None
Presented By:	Dennis Billew
Action Requested:	Approve for the City Manager to execute sanitary sewer easements documents for Parcels R5180-454 and R5180-455 upon approval of the City Attorney

Summary & Background: These Easements are across the property that the City acquired due to Environmental Mitigation required by the Georgia Environmental Protection Division [EPD]. In order for the property owner to provide sanitary sewer to adjacent properties above the City Parcel a Permanent Easement is required.

The owner plans to construct seven houses on the adjacent property that fronts on Paper Mill Road. The City is requiring the Property Owner to extend the sewer through his property so that the next parcel will have access to sanitary sewer.

Fiscal Impact: None

Concurrences:

Attachments/Exhibits:

Easement 5180-454

Easement 5180-455

RETURN TO: DoSS/REAL ESTATE

ATTN: _____

PROJECT NAME: Sanitary Sewer Extension for Tipton Home Builders**EASEMENT****GEORGIA, GWINNETT COUNTY**

THIS INDENTURE, made this 2 day of June 2020, between City of Lawrenceville hereinafter referred to as party of the first part, and Tipton Home Builders, LLC, hereinafter referred to as the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, and convey unto the said party of the second part, its successors and assigns, an easement for the purpose of locating, constructing, maintaining, repairing, replacing and relocating within same, sanitary sewer and/or water lines and their appurtenances within said easement being described as to width in Exhibit "A". Said exhibit shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to said easement for the purposes previously stated.

The said easement being more particularly defined as a portion of that property in Land Lot 5 of the 180 Land District, being described by the tax parcel 5180-454 of Gwinnett County, Georgia, for sanitary sewer and water lines as shown on the attached plat labeled as Exhibit "A" prepared by Development Planning & Engineering, Inc. and dated 06/02/2020.

In addition hereto, party of the first part grants and conveys to party of the second part, a temporary construction easement being described as to dimensions in Attachment "A" and provided further that all rights in and to said temporary construction easement shall immediately cease and terminate 12 months after the commencement of construction activity.

The party of the first part does hereby covenant with party of the second part that it is the owner of record and is lawfully seized and possessed of the property above described, and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the permanent easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and/or assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed, and delivered on this

3rd day of June, 2020

In the presence of:

Unofficial Witness

Notary Public

By:

Signature

(seal)

Printed Name

Title

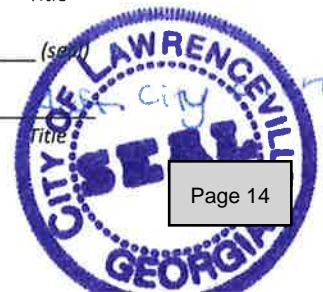
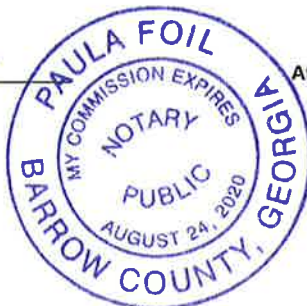
Attest:

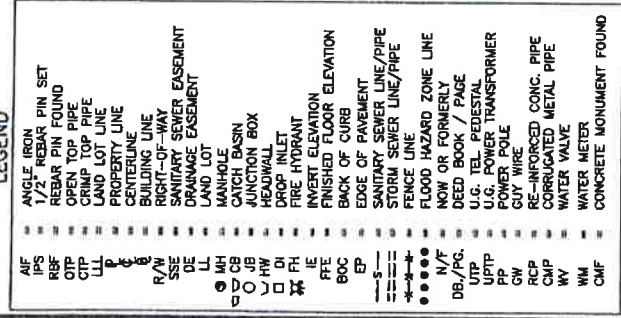
Signature

(seal)

Printed Name

Title






A circular notary seal for the State of Georgia. The outer ring contains the text "GEORGIA" at the top and "REGISTERED PROFESSIONAL LAND SURVEYOR" at the bottom. In the center, it says "NO. 5121" and "CHRISTOPHER C. BALDWIN". The seal is stamped in blue ink and is partially obscured by a blue ink signature and the number "5220" written over it.

PERMANENT SEWER EASEMENT EXHIBIT FOR: SANITARY SEWER EXTENSION	TAX PARCEL ID: 5180-454 AND 5180-455 PERMANENT SEWER EASEMENT AREA1 = 3,408 S.F. AND AREA2 = 808 S.F.	GRAPHIC SCALE: 1" = 40'
	PREPARED FOR:	
TIPTON HOME BUILDERS, LLC 390 BROGDON ROAD SUWANEE, GA 30024	DESIGNER / ENGINEER: DEVELOPMENT PLANNING AND ENGINEERING, INC. 5074 BRISTOL INDUSTRIAL WAY BUFORD, GEORGIA 30518 (770) 271-2868 L.S.F. # 000757	
DATE 06/02/2020		LAND LOTS 180
DISTRICT 5TH		CITY LAWRENCEVILLE
COUNTY GWINNETT		DESIGN DRAWN
CHECKED CCB		DGU
PROJECT No. 20-004		

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	26.28	N29°49'48"E
L2	140.80	S60°49'48"E
L3	42.74	S60°49'48"E
L4	17.14	S25°17'07"W
L5	44.14	N64°42'53"W
L6	55.96	N64°42'53"W
L7	20.09	N29°33'32"E

CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
C1	85.20'	1074.05'	N62°26'33"W	85.18'

PERMANENT SEWER EASEMENT EXHIBIT FOR: SANITARY SEWER EXTENSION	TAX PARCEL ID: 5180-454 AND 5180-455 PERMANENT SEWER EASEMENT AREA1 = 3,408 S.F. AND AREA2 = 808 S.F.	GRAPHIC SCALE: N/A	
	PREPARED FOR: TIPTON HOME BUILDERS, LLC 4544 ATAWATER COURT BUFORD, GA 30518	DESIGNER / ENGINEER: DEVELOPMENT PLANNING AND ENGINEERING, INC. 5074 BRISTOL INDUSTRIAL WAY BUFORD, GEORGIA 30518 (770) 271-2868 L.S.F. # 000757	DATE LAND LOTS DISTRICT CITY COUNTY DESIGN DRAWN CHECKED PROJECT No.
			
			
		5074 BRISTOL INDUSTRIAL WAY SUITE A BUFORD, GEORGIA 30518 (770) 271-2868	
		SHEET 2 OF 2	

LEGAL DESCRIPTION

Parcel 5180-454

All that tract or parcel of land lying and being in Land Lot 180 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at the intersection of land lot line common for land lots 179 and 180 and Northeasterly right-of-way of Paper Mill Road; THENCE in a southeasterly direction along said right-of-way for a distance of 670.64 feet to a point; THENCE along a curve to the left for an arc length of 85.20 feet, having a radius of 1074.05 feet, being subtended by a chord bearing South 62 degrees 26 minutes 33 seconds East, for a distance of 85.18 feet to a point;

THENCE South 64 degrees 42 minutes 53 seconds East a distance of 55.96 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 29 degrees 33 minutes 32 seconds East a distance of 20.09 feet to a point;

THENCE South 60 degrees 49 minutes 48 seconds East a distance of 42.74 feet to a point;

THENCE South 25 degrees 17 minutes 07 seconds West a distance of 17.14 feet to a point;

THENCE North 64 degrees 42 minutes 53 seconds West a distance of 44.14 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above described property contains an area of 808 square feet.

RETURN TO: DoSS/REAL ESTATE

ATTN: _____

PROJECT NAME: Sanitary Sewer Extension for Tipton Home Builders**EASEMENT****GEORGIA, GWINNETT COUNTY**

THIS INDENTURE, made this 2 day of June 2020, between City of Lawrenceville hereinafter referred to as party of the first part, and Tipton Home Builders, LLC, hereinafter referred to as the party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) Dollar and other valuable considerations in hand paid, at and before the sealing and delivery of these presents, the receipt and sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, and convey unto the said party of the second part, its successors and assigns, an easement for the purpose of locating, constructing, maintaining, repairing, replacing and relocating within same, sanitary sewer and/or water lines and their appurtenances within said easement being described as to width in Exhibit "A". Said exhibit shall be considered the legally controlling description of this conveyance. The party of the second part shall have access to said easement for the purposes previously stated.

The said easement being more particularly defined as a portion of that property in Land Lot 5 of the 180 Land District, being described by the tax parcel 5180-455 of Gwinnett County, Georgia, for sanitary sewer and water lines as shown on the attached plat labeled as Exhibit "A" prepared by Development Planning & Engineering, Inc. and dated 06/02/2020.

In addition hereto, party of the first part grants and conveys to party of the second part, a temporary construction easement being described as to dimensions in Attachment "A" and provided further that all rights in and to said temporary construction easement shall immediately cease and terminate 12 months after the commencement of construction activity.

The party of the first part does hereby covenant with party of the second part that it is the owner of record and is lawfully seized and possessed of the property above described, and has a good and lawful right to convey said property, or any part thereof, and is free from all encumbrances, and will forever warrant and defend title thereto against the lawful claims of all persons whomsoever.

The party of the first part further covenants that no buildings or permanent structures will be constructed upon, over or across the easement described herein.

The party of the first part does hereby further covenant that the grade or amount of dirt upon, over and across the easement will not be altered without the prior permission of the party of the second part.

The party of the first part also covenants that no changes will be made to the surface within or adjoining the permanent easement that would create a condition whereby standing water would accumulate upon, over or across the easement area without the prior permission of the party of the second part.

TO HAVE AND TO HOLD, the said easement unto the party of the second part, its successors and/or assigns forever.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed, and delivered on this

3rd day of June, 2020

In the presence of:

Unofficial Witness

Notary Public

By:

Signature

(seal)

Printed Name

Title

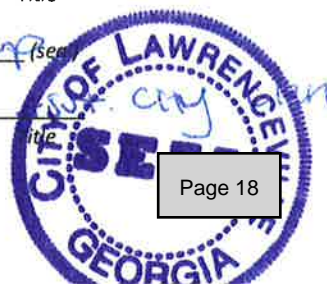
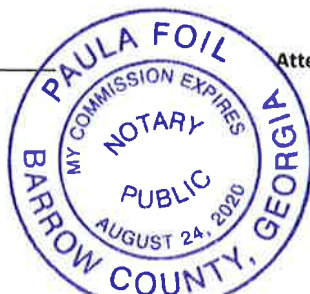
Attest:

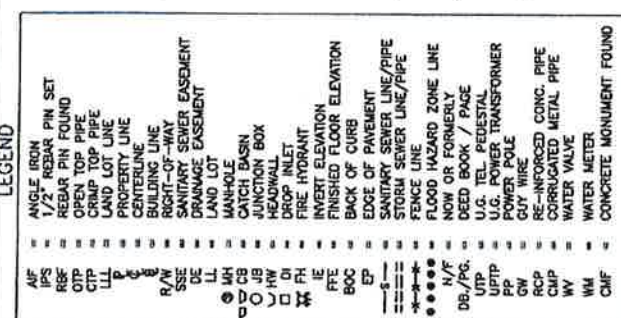
Signature

(seal)

Printed Name

Title





Page 19

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	26.28	N29°49'48"E
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CURVE TABLE				
CURVE #	LENGTH	RADIUS	CHORD DIRECTION	CHORD LENGTH
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PERMANENT SEWER EASEMENT EXHIBIT FOR: SANITARY SEWER EXTENSION	TAX PARCEL ID: 5180-454 AND 5180-455	GRAPHIC SCALE: N/A	
	PERMANENT SEWER EASEMENT AREA1 = 3,408 S.F. AND AREA2 = 808 S.F.		
PREPARED FOR:	DESIGNER / ENGINEER:	DATE	
TIPTON HOME BUILDERS, LLC 4544 ATAWATER COURT BUFORD, GA 30518	DEVELOPMENT PLANNING AND ENGINEERING, INC. 5074 BRISTOL INDUSTRIAL WAY BUFORD, GEORGIA 30518 (770) 271-2868 L.S.F. # 000757	06/02/2020	
		LAND LOTS	
		DISTRICT	
		CITY	
		COUNTY	
		DESIGN	
DRAWN		LAWRENCEVILLE	
CHECKED		GWINNETT	
PROJECT No.		DGLU	
		OCB	
		20-004	



dpe
DEVELOPMENT
planning & engineering, inc.
civil • sanitary • transportation
5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868

LEGAL DESCRIPTION

Parcel 5180-455

All that tract or parcel of land lying and being in Land Lot 180 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at the intersection of land lot line common for land lots 179 and 180 and Northeasterly right-of-way of Paper Mill Road; THENCE in a southeasterly direction along said right-of-way for a distance of 670.64 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE North 29 degrees 49 minutes 48 seconds East a distance of 26.28 feet to a point;
THENCE South 60 degrees 49 minutes 48 seconds East a distance of 140.80 feet to a point;
THENCE South 29 degrees 33 minutes 32 seconds West a distance of 20.09 feet to a point;
THENCE North 64 degrees 42 minutes 53 seconds West a distance of 55.96 feet to a point;
THENCE along a curve to the right for an arc length of 85.20 feet, having a radius of 1074.05 feet, being subtended by a chord bearing North 62 degrees 26 minutes 33 seconds West, for a distance of 85.18 feet to a point, said point being THE TRUE POINT OF BEGINNING.

The above described tract contains an area of 3,408 square feet.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Purchase of Parcel R5146A015 known as 150 Honest Alley
Department:	City Manager
Date of Meeting:	Wednesday, June 10, 2020
Fiscal Impact:	\$295,000.00
Presented By:	Chuck Warbington
Action Requested:	Approve the purchase of Parcel R5146A015 known as 150 Honest Alley in the amount of \$295,000.00

Fiscal Impact: \$295,000.00 Funding comes out of Honest Alley Dumpster Capital project

Attachments/Exhibits:
Purchase agreement

CONTRACT FOR PURCHASE AND SALE

GEORGIA, GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **KRONENFELD DENNIS N ETAL** (hereinafter called "Seller"), and the **CITY OF LAWRENCEVILLE, GEORGIA** (hereinafter called "Buyer").

In consideration of the amounts set forth herein, the mutual covenants herein contained, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell and Buyer hereby agrees to buy the property in the City of Lawrenceville, Gwinnett County, Georgia, known as 150 Honest Alley, Lawrenceville, Georgia, also known as Tax Parcel 5146A015.

2. Purchase Price.

(a) The purchase price for the said property shall be Two Hundred and Fifty Thousand Dollars (\$250,000.00).

(b) Seller shall be compensated an additional Twenty Thousand Dollars (\$20,000.00) for loss of income/business disruption.

(d) Seller shall be compensated an additional Twenty Five Thousand Dollars (\$25,000.00) for relocation costs

(e) The total funds paid in all cash at closing shall be Two Hundred and Ninety Five Thousand Dollars (\$295,000.00).

3. Seller's Warranties and Representations.

(a) Seller hereby warrants, represents and covenants (which warranties, representations and covenants shall be effective as of the date of Closing and shall survive the Closing) the following: That

i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said property and general utility easements serving the property, and any other easements in existence at the time seller purchased the property, and liens that will be satisfied at closing.

ii) to the best of seller's knowledge, there are no special assessments against or relating to the Property.

- iii) no goods or services have been contracted for or furnished to the Property which might give rise to any mechanic's liens affecting all or any part of the Property.
- iv) Seller has not entered into any outstanding agreements of sale, leases, options or other rights of third parties to acquire an interest in the Property other than disclosed herein.

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property, or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Purchaser.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Purchaser.
- vi) there are no encroachments upon the Property, other than such encroachments, if any, already of record.
- vii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.
- viii) there is access for ingress and egress to and from the Property to the public roads, street, highway and avenues, in front of or adjoining all or part of the Property.
- ix) there is no pending claim, law suit, agency proceeding, or other legal, quasi-legal or administrative challenge concerning the Property, the operation of the Property or any condition existing thereon, and no claim, litigation, proceeding or challenge has been or is proposed or threatened by any person or entity, or otherwise anticipated by Seller.
- x) to the best of Seller's knowledge the Property has never been used for any industrial or commercial operation involving any hazardous substance, including but not limited to any sort of manufacturing; processing or refining; equipment, machinery, part or component; the sale, storage or transport of hazardous substances; drilling, mining, or production of oil, gas, minerals or other naturally occurring products; or any agricultural activities involving the use and storage of fertilizers or pesticides or if such property has been

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used in this manner, that it has not resulted in any contamination of the soil or any condition requiring corrective action.

- xi) no asbestos-containing materials have been installed in or affixed to the structures on the Property at any time during Seller's ownership thereof. No such materials have been stored or disposed of anywhere on the Property during Seller's ownership thereof.
- xii) the Property and all operations on the Property are not in violation of applicable law, and no governmental entity has served upon Seller any notice claiming any violation of any statute, ordinance or regulation or noting the need for any repair, remedy, construction, alteration or installation with respect to the Property, other than such notices Buyer may have given seller.
- xiii) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the property for the purposes intended by Buyer. Except as disclosed in writing by Seller to Buyer, no condition or fact exists contrary to any warranty or representation set forth in this Contract.
- xiv) to the best of Seller's knowledge, no investigation administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated or in existence with respect to the Property and the Seller has not received any notice of violation of any laws, rules or regulations regulating hazardous materials or any request for information from any federal or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. To the best of Seller's knowledge, the Property neither is currently on, nor has the Property ever been on, any federal or state "Superfund" or "Superlien" list.
- xv) this Contract has been duly authorized, executed and delivered by Seller and all documents executed by Seller which are to be delivered to Buyer at closing will be (a) duly authorized, executed and delivered by the Seller, (b) the legal, valid and binding obligation of Seller, and (c) sufficient to convey title and do not and at the time of Closing will not violate any provisions of any agreement or judicial order affecting Seller of the Property.

The purchase of the Property is contingent upon the substantial accuracy of the Seller's material representations and warranties.

(b) Hold Harmless. Seller, by accepting this offer, agrees to indemnify, defend and hold the Buyer harmless of and from any and all liabilities, claims, causes of action, suits or other matters that may arise by reason of a breach of any of the above representations excluding breaches discovered after Closing. Such indemnification includes, but is not limited to, costs and attorneys' fees (including attorneys' fees and costs on appeal) reasonably incurred in connection with a breach of any of the above warranties. In the event of a breach of any warranty and representation, Buyer shall also have the right to terminate this Contract and be repaid the Earnest Money. Notwithstanding any language to the contrary contained in this paragraph, the Seller shall not be responsible for correction of any conditions disclosed by any environmental inspections performed by the Buyer and if Buyer agrees to purchase the subject property, the Buyer takes the property "as is" with any environmental conditions that may exist.

4. Inspection.

At all reasonable times prior to the closing hereunder Buyer and Buyer's engineers, surveyors, agents and representatives shall have the right to go on the property to inspect, examine and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the property and to determine the suitability of the property for Buyer's intended use. Buyer shall complete all such inspections, examinations and surveys within thirty (30) days of the Effective Date of the Agreement (Inspection Period). To the extent allowed by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages and suits resulting from Buyer or Buyer's agents inspecting or testing the property pursuant to this paragraph.

5. Objections to Title.

Within a reasonable time after the date hereof (not later than the end of the Inspection Period) Buyer shall deliver to Seller a statement of any objections to Seller's title and Seller shall have a reasonable time thereafter (not to exceed ten days) within which to cure any such objections. In the event that Seller fails to cure such objections, Buyer may terminate this Contract and recover the earnest money. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed on or before July 31, 2020, time being expressly made of the essence of this Contract. The closing shall be conducted at the offices of Thompson, Sweeny, Kinsinger & Pereira P.C. in Lawrenceville, Georgia, or such other place as may be agreed to by the parties.

(b) At closing, Seller shall execute and deliver or cause to be delivered to Buyer the following original documents:

- i) A good and marketable limited warranty deed.
 - ii) Owner's Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer's Title Company, be in such form and content acceptable to Buyer and Buyer's Title Company and contain without limitation the following information: That:
 - a) there are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Purchaser.
 - b) the Property is being conveyed unencumbered except for the Permitted Exceptions, if any.
 - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which has not been fully paid for, nor any contract entered into nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
 - d) there are no parties in possession of the Property being conveyed other than Seller.
 - e) there are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.
 - iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Seller is not a "foreign person" as defined by the Internal Revenue Code.
 - iv) All other documents as may be required to be executed and delivered to complete this transaction as contemplated hereunder.
- (c) Ad valorem taxes shall be prorated as of the date of closing.

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(d) All closing costs involved in the purchase of this property (other than attorney's fees incurred by Seller) shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Contract to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Contract and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the Buyer in its sole discretion, determines that the Property is not suitable for its intended purpose, then Buyer shall notify Seller in writing, and this Contract shall be null and void and all earnest money shall be refunded to Buyer. Buyer shall furnish Seller written notice of cancellation on or before the end of the thirty (30) day Inspection Period.

8. Special Provisions:

Seller is allowed access to the facility at no cost after the closing and shall total vacant the premises no later than 60 days after closing.

9. Earnest Money

N/A

10. No Broker.

Seller and Buyer hereby warrant and covenant that no real estate brokers or agents are involved in this transaction. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the property, including reasonable attorney's fees and costs.

10. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing, postage pre-paid and will be sent by fax transmission, overnight delivery by courier of choice or registered or certified mail to:

BUYER: City of Lawrenceville
70 South Clayton Street
P.O. Box 2200
Lawrenceville, GA 30046
Attention: Chuck Warbington, City Manager
Fax No: 770-963-9239

WITH A COPY TO:
Thompson, Sweeny, Kinsinger & Pereira P.C.
P.O. Box 1250
Lawrenceville, Georgia 30046
Attention: V. Lee Thompson, Jr., Esq.
Fax No: 770-822-2913
Email: vlt@thompson-sweeny.com

SELLER: Kronenfeld Dennis N Etal
Ms Joann Kronenfeld
PO Box 1416
Lawrenceville, Ga 30046
Tel. No: 404-409-1579

WITH A COPY TO:

12. Miscellaneous.

(a) Interpretation. In this Contract the neuter gender includes the feminine and masculine, and the singular number includes the plural, and the words “person” and “party” include corporation, partnership, individual, form, trust, or association wherever the context so requires.

(b) Attorney’s Fees. In the event it becomes necessary for either Buyer or Seller to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this contract, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without

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limitations reasonable attorney's fees as determined by the court without a jury. As used herein, the term "prevailing party" shall mean as to the plaintiff, obtaining substantially all relief sought, and such term shall mean as to the defendant, denying the obtaining of substantially all relief sought by the plaintiff.

(c) Time of Essence. Buyer and Seller hereby agree that this Contract was entered into with the understanding that time is of the essence.

(d) Severability. In the event any provision, or any portion of any provision, of this Contract shall be deemed to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalid, illegal or unenforceable provision or portion of a provision shall not alter the remaining portion of any provision or any other provision, as each provision of this Contract shall be deemed to be severable from all other provisions.

(e) Inurement. This Contract shall be binding upon and inure to the benefit of the successors and assigns, if any, of the respective parties hereto.

(f) Effective Date. The Effective Date shall be the date the last party signs a fully executed copy of the Contract for Purchase and Sale.

13. Modification of Contract.

No modification of this Contract shall be deemed effective unless in writing and signed by the parties hereto, and any waiver granted shall not be deemed effective except for the instance and in the circumstances particularly specified therein and unless in writing and executed by the party against whom enforcement of the waiver is sought.

14. Entire Contract.

This Contract constitutes the entire agreement between the parties for the purchase and sale of the Property. All terms and conditions contained in any other writings previously executed by the parties regarding the Property shall be deemed to be superseded.

15. Mutual Drafting.

Each party has participated in the drafting of this Contract and the provisions of this Contract shall not be construed against or in favor of either party.

16. Survival of Contract.

This Contract shall not be merged into the documents executed at the closing, but shall survive the closing, and the provisions hereof, except those provisions which are specifically identified as not surviving closing, shall remain in full force and effect.

This Contract is agreed to this

29 day of may, 2020

KRONENFELD DENNIS N ETAL

By: [Signature]
Title: owner

SELLER

This Contract is agreed to this

29 day of may, 2020

CITY OF LAWRENCEVILLE

By: [Signature]
Title: City Manager

BUYER



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Resolution to include municipal boundaries as part of the Gwinnett County multi-jurisdictional hazard mitigation plan
Department:	Public Works
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	N/A
Presented By:	Barry Mock
Action Requested:	Approve the Resolution to include municipal boundaries as part of the Gwinnett County multi-jurisdictional hazard mitigation plan

Summary: The Federal Emergency Management Agency requires state and local governments to prepare multi-hazard mitigation plans as a precondition for receiving FEMA Hazard Mitigation Assistance grant funding. Those plans must be completely updated every five years.

Concurrences: The current plan has passed review and been adopted and by Georgia Emergency Management and Homeland Security Agency (GEMA) as well as Gwinnett County Board of Commissioners and is pending final approval by the Federal Emergency Management Agency (FEMA) conditional upon the adoption of the plan by all municipalities.

Attachments/Exhibits:
Resolution Hazard Mitigation

RESOLUTION _____

**RESOLUTION TO INCLUDE MUNICIPAL BOUNDARIES
AS PART OF THE GWINNETT COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN**

WHEREAS, the City of Lawrenceville, Georgia, understands the need to develop a multi-jurisdictional hazard mitigation plan in order for the City to comprehend its vulnerability to natural and man-made hazards, and the actions needed to reduce or eliminate those risks; and

WHEREAS, the City of Lawrenceville, Georgia, realizes the development of such a plan is vital to the protection, health, safety and welfare of its citizens as well as its visitors; and

WHEREAS, the City of Lawrenceville, Georgia, understands that in order for the City to receive mitigation funding from the Federal Emergency Management Agency (FEMA), it must have a mitigation plan in place at the time of submitting a proposal.

NOW THEREFORE, BE IT RESOLVED by the city of Lawrenceville, Georgia, that the city will work with Gwinnett County to include its municipal boundaries as part of the Gwinnett County Multi-Jurisdictional Hazard Mitigation Plan.

PASSED AND ADOPTED, this the _____ day of _____, 2020 by the Mayor and Governing Board of Lawrenceville, Georgia, assembled in regular session.

David R. Still, Mayor

ATTESTED:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: PUBLIC HEARING OLD BUSINESS

Item:	FY 2021 Budget Public Hearing and Resolution
Department:	Finance
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	All Funds Revenue: \$160,389,762.00 & All funds Expense \$167,336,812.00
Presented By:	Keith Lee
Action Requested:	Approve the Adoption of the Fiscal Year 2021 Budget Resolution and supporting exhibit files.

Summary: This is a Council Discussion for the Proposed FY 2021 Budget. The city is proposing a \$167,336,812.00 expense budget that includes seven new positions, funding for a parking deck, funding to support homelessness, investment in police and IT capital as well as other departments.

The Budget includes an increase in contingencies to mitigate any impacts from the COVID-19 outbreak. The contingencies were created by reducing the proposed capital, reducing travel and training, and other operating expenses. These expenditures will be monitored and controlled through the first quarter to limit any impacts.

Concurrences: City Manager

Attachments/Exhibits:

Power Point Presentation
 Budget Resolution
 Attachment A
 Attachment B
 Attachment C
 Attachment D



FY 2021 Proposed Budget

June 22, 2020



Agenda

- FY2021 Budget Modifications
- Overview
- Personnel
- All Funds
 - General Fund
 - Enterprise Funds
- Capital Projects
- 5 Year Plan



FY 2021 Budget Modifications

- GCPS Arts Conservatory \$2,500,000
 - Replace funding from Homelessness Initiative **-\$1,000,000**
 - Use Fund Balance \$1,500,000
- Remove Capital Project Clayton Street Bldg Repairs **-\$50,000**
 - Project was included in FY 2020 Budget
- Add Thunderbolt Economic Development Project \$15,000,000



FY 2021 Budget Modifications

- Add Tax Revenue Based on Tax Digest \$20,000 (no rollback)
 - Remove property taxes associated with millage increase **-\$835,000**
 - Net \$815,000
- Reduce Gas Revenue for September Rate Change **-\$150,000**
- Use Contingency Funds for New Positions / Capital \$545,000
 - No increase in millage until calendar year 2021
 - January 1 Hire Date
- Update 5 Year CIP for GCPS Arts Conservatory \$2,500,000
 - FY 2022



FY 2021 Overview

- Strategic Funding includes:
 - Salary Study Implementation
 - Funding for Downtown Parking Deck
 - Funding for Redevelopment/Economic Development
 - GCPS Arts Conservatory (First Installment)
 - Housing Study
 - Contingency Funds for Education, Training and Travel, Vacant Positions



Personnel – Salary Adjustments

- Proposed FY 2021 Salary Adjustments
 - Salary Increases based on Salary Study
 - Recommended by staff to remain competitive in the Market
 - Comparables for the study included:
 - Austell, Alpharetta, Buford, Duluth, Griffin, Gwinnett County, Marietta, Snellville, Suwanee, private employers and other governments
 - Overall increase to salaries is: \$1,100,000 or 7.11%
 - Departmental salaries increased between 3% and 12.1%



Personnel – New Positions

- Proposed eight new positions
 - Senior Project Manager – Stormwater Fund
 - 4 Police Officers (Complete Shift) – General Fund
 - 3 Street Maintenance Workers (Complete Crew) – General Fund
- Proposed budget includes operating and capital requests to support new positions
- Positions are expected to be filled January 1, 2021



FY 2021 Overview

	Revenues	Expenditures	Net
General Fund	\$33,128,733	\$38,128,733	-\$5,000,000 (1)
Confiscated Assets	\$427,480	\$361,480	\$66,000
911 Fund	\$1,076,890	\$1,076,890	\$0
Hotel / Motel	\$330,000	\$330,000	\$0
Vehicle Rental	\$92,000	\$92,000	\$0
Capital Projects	\$22,386,456	\$22,386,456	\$0
Water Fund	\$5,937,500	\$5,937,500	\$0
Electric Fund	\$37,111,600	\$37,111,600	\$0
Gas Fund	\$45,413,200	\$47,426,250	-\$2,013,050 (2)
Sanitation Fund	\$2,073,682	\$2,073,682	\$0
Stormwater Fund	\$2,394,803	\$2,394,803	\$0
Group Health	\$7,196,600	\$7,196,600	\$0
Workers Comp	\$313,400	\$313,400	\$0
Fleet Fund	\$1,850,868	\$1,850,868	\$0
Risk Fund	\$656,550	\$656,550	\$0
Total	\$160,389,762	\$167,336,812	-\$6,947,050

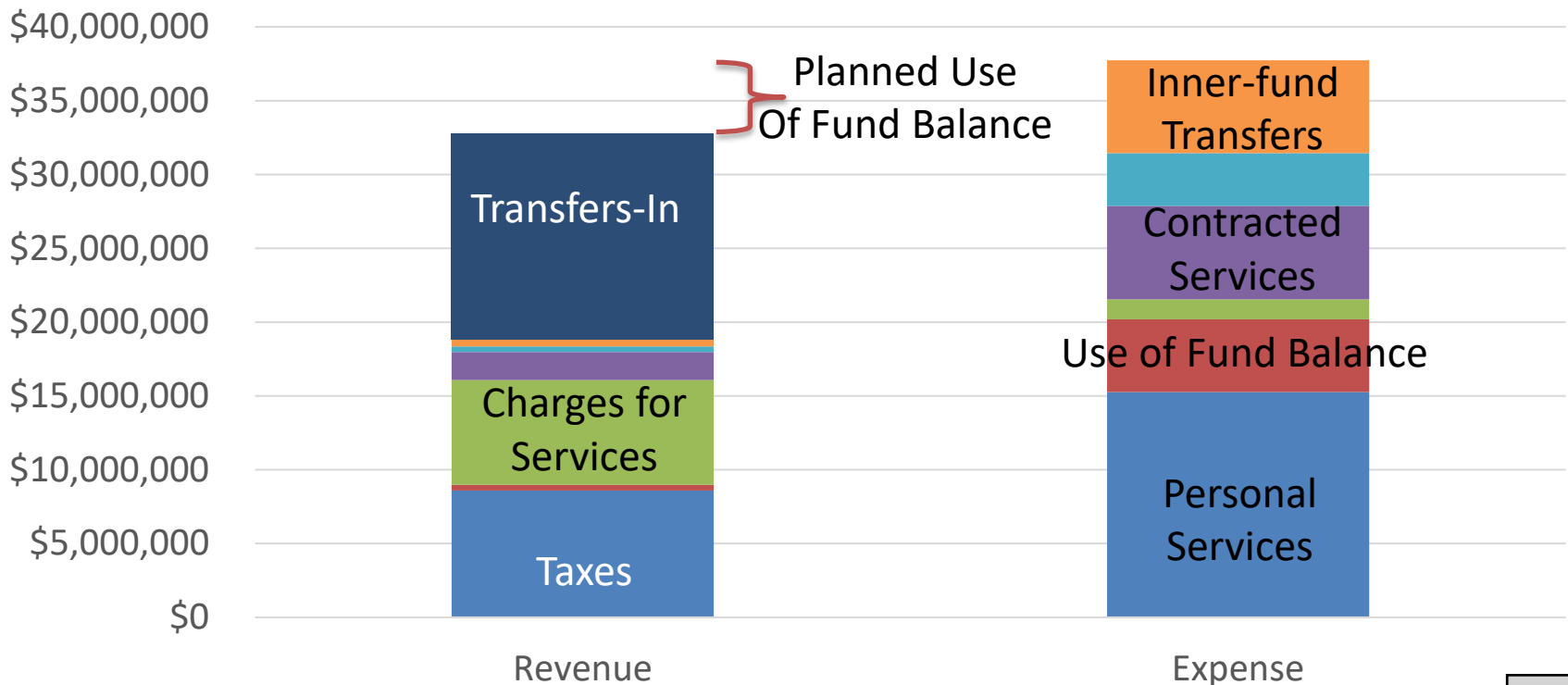
(1) \$5,000,000 planned use of General Fund Fund Balance for Parking Deck

(2) \$2,013,050 use of 2015 LBA Bonds for Eligible Gas Projects



General Fund

- \$38,128,733 Proposed Expenditure Budget





General Fund

	Revenue	Expense	
31 - Taxes	\$8,093,100	\$15,263,406	51 - Personal Services
32 - Licenses & Permits	\$389,850	\$6,220,910	52 - Contracted Services
34 - Charges for Services	\$7,092,024	\$1,355,695	53 - Supplies
35 - Fines & Forfeitures	\$1,902,850	\$6,330,250	55 - Interfund Charges
36 - Investment Income	\$375,000	\$3,573,833	57 - Other Costs
38 - Miscellaneous	\$464,330	\$5,000,000	61 - Other Financing Uses
39 - Other Financing	\$14,811,579		
	\$33,128,733	\$38,128,733	



General Fund - Revenue

- \$33,128,733 Proposed Revenue Budget
 - Includes 5% projected growth in property tax (no rollback)
 - Requires an advertisement for property tax increase by state law
 - Additional revenue of \$100,000
 - Insurance Premium Tax increase of \$119,000 (6.1%)
 - TAVT increase of \$200,000 (33%)
 - Indirect Costs \$6,245,024 (New – part of charges for services)



General Fund - Expenses

- \$38,128,733 Proposed Budget
 - Planned for Normal Revenues and any revenue impacts will be covered through the additions to contingency
 - \$2,447,522 for Contingency (increase of \$1,447,522)
 - Travel & Training
 - Reduction in Capital Expenditures
 - Holding Vacant Positions (need to move to contingency)
 - Adjustments reduce this by \$545,000
 - \$55,000 Stormwater Fees (decrease of \$235,000)
 - \$1,371,875 Payments to DDA (increase of \$346,250)
 - \$5,000,000 planned use of Fund Balance for Parking Deck



General Fund - Expenses

- \$38,128,733 Proposed Budget
 - Using \$360,000 in Confiscated Asset Funds for new Capital projects for the Police Department
 - Reduced Capital by \$922,142 due to roll-over capital savings in FY 2020



General Fund Balance

		Amount
FY 2020 Projected Ending Fund Balance		\$16,571,810
FY 2021 Use of Fund Balance		<u>-\$5,000,000</u>
FY 2021 Projected Ending Fund Balance		\$11,571,810
FY 2021 General Fund Fund Balance Policy Minimum		\$8,186,023
Funds Above Policy		\$3,385,787

- Adjustments for GCPS Arts Conservatory increases Use of Fund Balance \$1,500,000
 - Total Use of Fund Balance \$6,500,000
 - Funds Above Policy \$2,885,787



Water fund

- \$5,937,500 Proposed Budget
- Capital Improvement Plan reflects implementing capital items
 - This will require a rate increase according to planned previously presented in FY 2020



Electric Fund

- \$37,111,600 Proposed Budget
- No additional Rate Changes Proposed for FY 2021
- Increased MEAG Costs
 - Maintenance on ash ponds



Gas Fund

- \$47,426,250 Proposed Budget
- FY 2021 includes changes in rates to September 1
 - \$XXXXXXXXXX additional funds for FY 2021

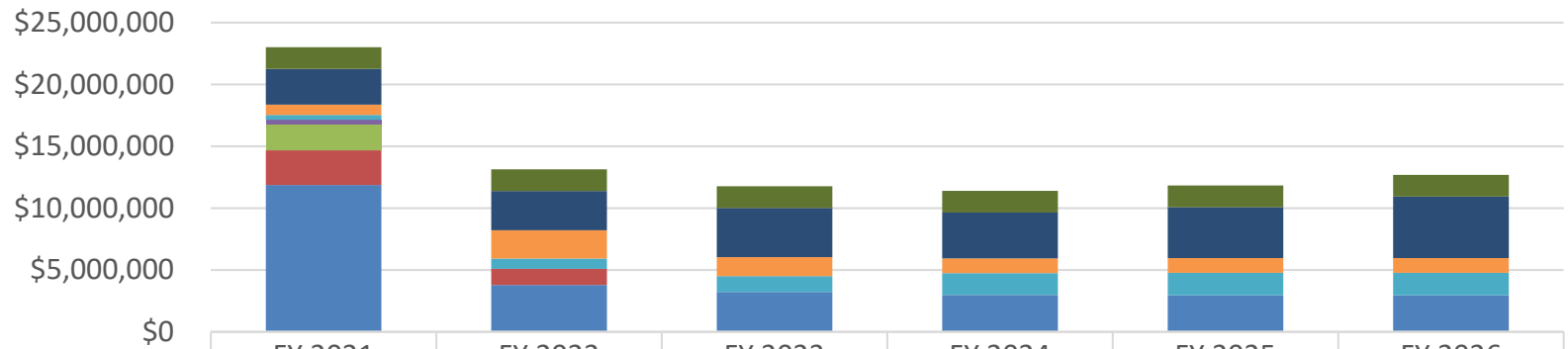


Storm Water Fund

- \$2,394,803 Proposed Budget
 - Capital \$1,752,705
 - \$1,474,705 Stormwater Maintenance
 - \$250,000 Phillips Rd
 - \$28,000 vehicle for new position



Projected Budgets - Capital



	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Fleet Services	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705
Solid Waste	\$0	\$0	\$0	\$0	\$0	\$0
Gas	\$2,891,230	\$3,177,200	\$3,969,550	\$3,709,970	\$4,115,110	\$4,974,160
Electric	\$830,000	\$2,285,000	\$1,535,000	\$1,190,000	\$1,190,000	\$1,190,000
Water	\$403,225	\$830,500	\$1,282,500	\$1,760,000	\$1,811,000	\$1,811,000
Confiscated Assets	\$360,395					
SPLOST Joint	\$2,100,402	\$0	\$0	\$0	\$0	\$0
SPLOST	\$2,797,445	\$1,300,000	\$0	\$0	\$0	\$0
General	\$11,879,809	\$3,799,685	\$3,229,359	\$2,988,124	\$2,963,124	\$2,963,124



Projected Budgets - Assumptions

- Changes in Taxes
 - 5% annual growth - Historical Growth in Digest (last 3 years) was 6%
 - Millage Increase FY 2021 (October 2020 Tax Bills)
 - 1% annual growth in Franchise Taxes, Occupation Tax, Insurance Premium Tax
- Fines and Forfeitures
 - Based on FY 2020 activity annual revenue is expected to be \$1,600,000
- SPLOST
 - Projected based on Intergovernmental Agreement
- Enterprise Funds
 - Gas adding 750 customers a year
 - Electric Fund based on MEAG growth estimates (.33% annually)



Projected Budgets - Assumptions

- Salary Changes
 - Annual Increase of 3%
- Health Care Costs
 - Based on 5% Annually
- Other Operating
 - Historical Inflation
- Capital
 - Based on Capital Plan
- Debt Service
 - LBA – Series 2019: \$1,800,000 (FY 2024 – FY 2026)
 - DDA – Series 2020: \$500,000 additional (FY 2022 – FY 2026)



LAWRENCEVILLE
GEORGIA

7.

Questions

RESOLUTION _____

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2021 FOR EACH FUND OF THE CITY OF LAWRENCEVILLE, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS, ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED FISCAL YEAR 2021 REVENUES; AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.

WHEREAS, the Mayor and Council of the City of Lawrenceville ("Council") is the governing authority of said City; and

WHEREAS, the City Manager has presented a Proposed Budget which outlines the City's financial plan for said fiscal year which includes all projected revenues and allowable expenditures; and

WHEREAS, advertised public hearings have been held on the 2021 Proposed Budget, as required by State and Local Laws and regulations; and

WHEREAS, the Mayor and Council decrees that the Proposed 2021 Budget and changes presented in Attachment A shall in all cases apply to and control the financial affairs of City departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

WHEREAS, the Mayor and Council may authorize and enact adjustments and amendments to appropriations as to balance revenues and expenditures; and

WHEREAS, each of the funds has a balanced budget, such that Anticipated Funding Sources equal Proposed Expenditures.

NOW, THEREFORE, BE IT RESOLVED that this Budget is hereby adopted specifying the Anticipated Funding Sources for each Fund and making Appropriations for Proposed Expenditures to the departments or agencies named in each Fund as specified in Attachment A; and

BE IT FURTHER RESOLVED that Expenditures of any Operating Budget Fund shall not exceed the Appropriations authorized by this Budget Resolution and any Amendments thereto or Actual Funding Sources, whichever is less; and

BE IT FUTRHER RESOLVED that all Expenditures of any operating Fund are subject to the policies as established by the Mayor and Council and City Manager; and

BE IT FUTHER RESOLVED that the Five-Year Capital Plan as specified in Attachment

B is accepted with multiple-year project budgets as provided for the Official Code of Georgia Annotated Section § 36-81-3(b)(2); and

BE IT FURTHER RESOLVED that transfers of appropriations in any Fund among the various categories within a Department shall require only the approval of the City Finance Director so long as the total budget for each Department is not increased; and

BE IT FURTHER RESOLVED that the 2021 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the Mayor and Council, except in the following cases where authority is granted to:

I. The City Manager to:

- (a) set fee structures provided that they are not restricted by rate setting policies and agreements approved by the Mayor and Council;
- (b) transfer funds from Department budgets to establish Capital Projects for amounts matching the City Procurement Ordinance City Manager authorization;
- (c) transfer funds within a capital project from fund or program contingencies and/or savings in existing projects to establish new projects for amounts matching the City Procurement Ordinance City Manager authorization;
- (d) after consultation with the Finance Director, transfer funds from contingency to fund projects or line items, including but not limited to travel, training, education, or capital projects that have reduced budgets or were not funded but not to exceed the amounts in Attachment D;

II. The City Finance Director to:

- (a) allocate funds to the appropriate Department from insurance proceeds and/or from the Casualty and Liability Insurance fund for the replacement or repair of damaged equipment items within existing approved policies and procedures;
- (b) allocate funds to the appropriate Department or Agency or Fund from insurance proceeds and/or from the Worker's Comp and/or Health Insurance funds for the payment of claims as approved by the appropriate adjusting third party management company;

- (c) allocate funds from the established contingency to the appropriate Department or Agency for required expenses as approved by Mayor and Council;
- (d) allocate funds from Non-Departmental contingencies and reserves to cover existing obligations/expense in accordance with the intent and actions of the Mayor and Council; however, in no case shall appropriations exceed actual available funding sources; allocate funds from established reserves for leave balances at retirement; transfer funds resulting from salary savings or transfer balances resulting from under expenditures in operating accounts into contingencies or reserves;
- (e) authorize preparation and submission of applications for grant funding; however, acceptance of all grant awards is subject to the approval of the Mayor and Council
- (f) adjust revenue and appropriation budgets to capital projects as necessary to incorporate grant awards previously approved by the Mayor and Council;
- (g) adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets as approved by Mayor and Council;

BE IT FURTHER RESOLVED that such amendments shall be recognized as approved changes to this resolution in accordance with O.C.G.A. 36-81-3. These authorities for transfers of appropriations shall not be used as an alternative to the normal budget process and are intended to be used only when necessary to facilitate the orderly management of projects and/or programs; transfers approved under these authorities may not be used to change the approved scope or the objective of any capital project; and

BE IT FURTHER RESOLVED that the compensation for city appointments by the Mayor and Council to the various Boards and Authorities have been set. This does not preclude any department from reimbursing those members for actual expenses incurred in the performance of duty as approved by law or City Ordinance or Policy; and

BE IT FURTHER RESOLVED that the budget authorizes the City Manager to implement the salary study conducted by Condrey and Associates in 2020; and

BE IT FURTHER RESOLVED that seven new positions including four (4) police officers and three (3) street maintenance crew workers with associated operating and capital costs are approved. These positions are authorized as of January 1, 2021. The

required millage increase to fund these positions for FY 2022 is approximately 0.4 mils and it is hereby advised that the additional millage will be implemented in calendar year 2021; and

BE IT FURTHER RESOLVED that the Mayor and Council hereby approves allocated positions as outlined in Attachment C and shall approve increases in total City authorized positions. Vacant positions and associated budget may be reallocated within the same Department or reassigned to another Department and filled authorized positions and associated budget may be reassigned at the same grade level between Departments with authorization of the City Manager. All changes are authorized within the pay and classification plan and the City Manager is authorized to approve changes in individual salaries in conformity with the adopted plan and existing City policies.

IT IS SO RESOLVED this 22nd day of June, 2020.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

Fiscal Year 2021
Attachment A

Proposed Budget:

		Expense
100 - GENERAL FUND		\$ 38,128,733.00
110 - LEGISLATIVE	\$176,350.00	
132 - CITY MANAGER	\$3,691,991.05	
133 - CITY CLERK	\$248,387.65	
150 - FINANCE	\$3,153,104.06	
151 - PURCHASING	\$185,855.42	
153 - DATA PROCESSING	\$1,732,762.02	
154 - HUMAN RESOURCES	\$8,312,166.38	
157 - ENGINEERING	\$3,257,578.74	
160 - COMMUNITY RELATIONS	\$2,302,061.26	
265 - COURT	\$963,411.18	
320 - POLICE	\$10,526,466.57	
410 - PUBLIC WORKS	\$1,727,299.74	
420 - STREETS	\$1,430,921.61	
440 - WATER	\$4,506,916.59	
450 - SOLID WASTE	\$1,685,561.76	
460 - ELECTRIC	\$37,359,952.31	
470 - GAS	\$48,548,730.04	
490 - FLEET	\$1,713,945.91	
498 - DAMAGE PREVENTION	\$1,318,998.71	
741 - PLANNING & DEVELOPMENT	\$1,095,392.00	
210 - CONFISCATED ASSETS-FEDERAL		\$ 361,480.00
211 - CONFISCATED ASSETS-LOCAL		\$ -
215 - 911 FUND		\$ 1,076,890.00
275 - HOTEL/MOTEL TAX FUND		\$ 330,000.00
280 - RENTAL MV EXCISE TAX FUND		\$ 92,000.00
505 - WATER FUND OPERATING		\$ 5,937,500.00
510 - ELECTRIC FUND OPERATING		\$ 37,111,600.00
515 - GAS FUND OPERATING		\$ 47,426,250.00
540 - SOLID WASTE FUND OPERATING		\$ 2,073,682.00
560 - STORMWATER FUND OPERATING		\$ 2,394,803.00
610 - GROUP HEALTH FUND		\$ 7,196,600.00
615 - WORKERS COMPENSATION FUND		\$ 313,400.00
620 - FLEET SERVICE FUND		\$ 1,850,868.00
625 - RISK MANAGEMENT FUND		\$ 656,550.00
Operating		\$ 144,950,356.00
355 - CAPITAL PROJECTS FUND		\$ 11,611,449.00
SPLOST		\$ 2,797,445.00
JOINT SPLOST		\$ 2,100,402.00
506 - WATER FUND CAPITAL		\$ 403,225.00
511 - ELECTRIC FUND CAPITAL		\$ 830,000.00
516 - GAS FUND CAPITAL		\$ 2,891,230.00
561 - STORMWATER FUND CAPITAL		\$ 1,752,705.00
Capital		\$ 22,386,456.00
Total		\$ 167,336,812.00

Fiscal Year 2021
Attachment A

Adjustments:

Revenue

General Fund

Property Tax	(\$815,000.00)
Gas Revenue	(\$150,000.00)

Expense

General Fund

Contingency	(\$545,000.00)
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Capital Projects

Homelessness Initiative	(\$1,000,000.00)
Clayton Street Building Repairs	(\$50,000.00)
GCPS Arts Conservatory	\$2,500,000.00

2020 Series DDA Bonds

Revenue	\$15,225,000.00
Project Expense	\$15,225,000.00

5-Year CIP

FY 2022

GCPS Arts Conservatory	\$2,500,000.00
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Description		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
		07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024	07/2023 - 06/2024
SPLSOT							
Adminstrative Facilities	Admin	\$120,000					
Cultural Facilities							
Aurora Expansion (includes \$1M SPLOST Contingency)	Admin	\$115,071					
Civic Spaces (Lawn/Hooper/Library)	Admin	\$700,000					
	Cultural						
Parking Facilities	Admin						
Recreational Facilities	Admin						
Roads, Streets, Bridges (City)							
Nash Street	Streets						
Sr 120/SR 316 Slip Ramp (including contingency)	Streets	\$794,874					
SR 120 Gap Sidewalks	Streets						
Paper Mill Road Imp	Streets	\$900,000					
Greenway/Trails	Streets	\$167,500	\$1,300,000				
Five Forks/Stone Mtn	Streets						
GGC Corridor	Streets						
Undefined Conceptual Design	Streets						
Contingency	Streets						
Roads, Streets, Bridges (City/County) 2017 SPLOST							
Nash Street	Streets						
Sr 120/SR 316 Slip Ramp (including contingency)	Streets	\$600,402					
SR 120 Gap Sidewalks	Streets	\$500,000					
Paper Mill Road Imp	Streets	\$1,000,000					
Five Forks Tirckum	Streets						
Contingency							
		\$4,897,847	\$1,300,000	\$0	\$0	\$0	\$0

Description		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
		07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024	07/2023 - 06/2024
General Fund							
Parking Facilities	Admin	\$5,000,000					
Redevelopment	Admin	\$2,000,000					
Homelessness Initiative	admin	\$1,000,000					
Clayton Street Building Repairs	Admin	\$50,000					
Phillips Rd	streets	\$250,000					
City Hall Art	admin	\$50,000					
Housing Study	admin	\$50,000					
Upgrade Backup System for City Hall Network	IT	\$150,000	\$25,000	\$25,000	\$25,000		
Copier Lease	IT	\$12,180	\$12,180	\$12,180			
GIS Strategic Plan & Implementation	IT	\$272,020	\$348,000	\$113,000			
Upgrade Financial/ERP Systems	IT	\$152,665	\$224,791				
Fleet Management Software	IT	\$25,000	\$22,000	\$22,000	\$22,000	\$22,000	\$22,000
Ipads for Damage Prevention	IT	\$37,000					
Upgrade Android Tablets	IT	\$15,000					
Speed Detection Devices (LIDAR)	Police	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
Speed Detection Devices (RADAR)	Police	\$8,849	\$8,849	\$8,849	\$8,849	\$8,849	\$8,849
Body Armor	Police	\$3,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Taser	Police	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
Primary Pistols Weapons	Police	\$3,225	\$3,225	\$3,225	\$3,225	\$3,225	\$3,225
Backup Pistol Weapons	Police	\$3,225	\$3,225	\$3,225	\$3,225	\$3,225	\$3,225
Police Radios	Police		\$185,705	\$185,705	\$69,650	\$69,650	\$69,650
CCTV Video Cameras for PD Building	Police		\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Flock Safety LPR Cameras	Police	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Body Worn Camera Replacements	Police		\$83,250	\$36,075	\$36,075	\$36,075	\$36,075
Police Vehicles for New Positions (4)	fleet	\$220,000					
Downtown S/W/Brick Impr/Repair	PW		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Sidewalk Maintenance and Infill	PW	\$182,085	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Street Resurfacing	Streets	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000
Self contained Leaf Vac	Fleet	\$70,000					
Hotbox Trailer	Streets	\$27,500					
Truck for New Street Crew	Fleet	\$45,000					
LED Light	PW	\$43,100					
Aurora theater Roof Coating	PW	\$85,500					
Bottle Filling Station	PW	\$9,000					
Vehicle Replacement Program	Fleet	\$700,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
		\$11,611,449	\$3,799,685	\$3,229,359	\$2,988,124	\$2,963,124	\$2,963,124

Description		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
		07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024	07/2023 - 06/2024
Confiscated Assets							
Police Radios	Police	\$185,705					
Body Worn Camera Replacements	Police	\$83,250					
CCTV Video Cameras for PD Building	Police	\$91,440					
		\$360,395	\$0	\$0	\$0	\$0	\$0
Water Fund							
Vehicle/Equipment Replacement	Water	\$15,000	\$31,000	\$48,000	\$66,000	\$68,000	\$68,000
Water Meter Replacement	Water	\$40,000	\$82,500	\$127,500	\$175,000	\$180,000	\$180,000
Water Line Replacement	Water	\$250,500	\$515,500	\$795,750	\$1,092,000	\$1,124,000	\$1,124,000
Water Plant Replacement	Water	\$75,000	\$154,500	\$238,500	\$327,000	\$336,000	\$336,000
Telemetry	Water	\$22,725	\$47,000	\$72,750	\$100,000	\$103,000	\$103,000
		\$403,225	\$830,500	\$1,282,500	\$1,760,000	\$1,811,000	\$1,811,000
Electric Fund							
Pole Inspection and Replacement	Electric		\$300,000	\$200,000	\$200,000	\$200,000	\$200,000
Place Electric Facilities in Downtown Und rground	Electric		\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Tree Trimming	Electric	\$115,000	\$185,000	\$185,000	\$190,000	\$190,000	\$190,000
Street Light Upgrade to LED	Electric	\$35,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Gang Switch Installation and Replacement	Electric	\$35,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Underground Cable Replacement	Electric	\$50,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Underground Equipoment Refurbishment Program	Electric	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
LPAC Transformer and cable	Electric	\$95,000					
Lawrence Hotel transformer, lighting, and cable	Electric	\$80,000					
New Services (Reimbursable)	Electric	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Feeder Automation Pilot Project	Electric		\$150,000				
Johnson Road Feeder Backup Tie	Electric		\$500,000				
Northside/Gwinnett Medical Center Expansion	Electric		\$350,000	\$350,000			
		\$830,000	\$2,285,000	\$1,535,000	\$1,190,000	\$1,190,000	\$1,190,000

Description		FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
		07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024	07/2023 - 06/2024
Gas Fund							
Meter Change-Outs	Gas	\$100,000	\$285,000	\$294,300	\$557,700	\$557,700	\$204,500
New Mains & Services	Gas	\$1,309,500	\$1,348,700	\$1,389,300	\$1,430,700	\$1,473,000	\$1,517,600
Pressure Improvements	Gas	\$703,550	\$170,000	\$1,140,000	\$802,900	\$560,210	\$2,752,060
Steel Replacement	Gas	\$475,000	\$1,163,500	\$970,950	\$238,670	\$204,200	
Plastic Replacement	Gas	\$303,180	\$120,000	\$85,000	\$165,000	\$275,000	\$500,000
		\$2,891,230	\$3,177,200	\$3,969,550	\$3,709,970	\$4,115,110	\$4,974,160
Solid Waste Fund							
Standardized Garbage Cans for Residential	Solid Waste						
		\$0	\$0	\$0	\$0	\$0	\$0

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024	07/2023 - 06/2024
Storm Water Fund						
Storm Water Maintenance Stormwater	\$1,474,705	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705
Phillips Rd Stormwater	\$250,000					
New Position Vehicle for Stormwater (1) Stormwater	\$28,000					
	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705
Fleet Fund						
Fleet Services						
	\$0	\$0	\$0	\$0	\$0	\$0
	\$17,849,004	\$11,845,090	\$11,769,114	\$11,400,799	\$11,831,939	\$12,690,989
	(\$360,395)					

Description	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024	07/2023 - 06/2024
Total Capital	\$22,746,851	\$13,145,090	\$11,769,114	\$11,400,799	\$11,831,939	\$12,690,989
General	\$11,611,449	\$3,799,685	\$3,229,359	\$2,988,124	\$2,963,124	\$2,963,124
SPLOST	\$2,797,445	\$1,300,000	\$0	\$0	\$0	\$0
SPLOST Joint	\$2,100,402	\$0	\$0	\$0	\$0	\$0
Confiscated Assets	\$360,395	\$0	\$0	\$0	\$0	\$0
Water	\$403,225	\$830,500	\$1,282,500	\$1,760,000	\$1,811,000	\$1,811,000
Electric	\$830,000	\$2,285,000	\$1,535,000	\$1,190,000	\$1,190,000	\$1,190,000
Gas	\$2,891,230	\$3,177,200	\$3,969,550	\$3,709,970	\$4,115,110	\$4,974,160
Solid Waste	\$0	\$0	\$0	\$0	\$0	\$0
Stormwater	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705	\$1,752,705
Fleet Services	\$0	\$0	\$0	\$0	\$0	\$0

		FY 2021		FY 2020		FY 2019	
	General Fund	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
100	City Manager	3	1	3	1		
100	Clerk	2		2			
100	Communications	6		5			
100	Damage Prevention	13		14			
100	Engineering	3		3			
100	Finance	10	1	12	1		
	Customer Service	10		6			
	Meter (Field Customer Service)	8		8			
100	Human Resources	4		3			
100	IT/Data Processing	14		10		2	
100	Court	7		7			
100	Police	85		85			
100	Purchasing	2		2			
100	Public Works	3		6			
100	Planning & Development	10		13			
100	Street	19		19			
	Total 100 Fund	199	2	198	2	2	
	E-911 Fund						
215	E-911	13		13			
	Water Fund						
505	Water	9		9			
	Electric Fund						
510	Electric	18		17			
	Gas Fund						
515	Gas	42		43			
	Solid Waste Fund						
540	Sanitation	11		12			
	Stormwater Fund						
560	Stormwater	1		1			
	Fleet Fund						
620	Fleet	8		8			
	Total FTE's	301	2	301	2	2	0

New Postions:

Police	4
Street	3
Stormwater	1

Item Description	Amount
Redevelopment Funds	\$500,000
Sims Rd / Phillips Rd Improvements	\$250,000
Vehicle Replacement	\$584,000
Travel and Training	\$570,100



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: PUBLIC HEARING OLD BUSINESS

Item: ANX-19-02; The Residential Group c/o Mahaffey Pickens Tucker, LLP- Shane Lanham; Buford Drive (SR 20) at University Parkway (SR 316)

Department: Planning and Development

Date of Meeting: Monday, June 22, 2020

Applicant Request: Annexation

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Planning Commission Recommendations

Summary: A request to annex a 42.1 acre parcel assemblage into the municipal limits of the City of Lawrenceville, Georgia. The request is contingent upon the approval of RZC2019-00010 and related SUP2019-00022. The property is located within unincorporated Gwinnett County, along University Parkway between Buford Drive and Collins Hill Road, bounded to the east by Buford Drive, to the south by Georgia Highway 316, and to the west Lendon Connector.

Attachments/Exhibits:
ANX-19-02 Attachments



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City of Lawrenceville Planning Department
P.O. Box 2200
Lawrenceville, GA 30046
Phone: 678-407-6583
E-Mail: Planning@lawrencevillega.org

Date Received _____
Case File #: ANX _____

APPLICATION FOR ANNEXATION

DATE _____

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of BG w/ SUP.

Address of Property to be annexed: Northwest corner of Buford Drive (SR 20) @ University Parkway (SR 316)

Area: 40.061 acres or _____ square feet.

Tax Map Number: Multiple--see attached

Owners of Property: Multiple--see attached

Address if different from Property: Multiple--see attached Phone: 770 232 0000

Applicant Name and Address: The Residential Group c/o Phone: 770 232 0000
Mahaffey Pickens Tucker, LLP
1550 N Brown Rd, Ste 125
Lawrenceville, GA 30043

11/7/19

Signature of Applicant

Date

Signature of Owner

Date

Shane M. Lanham, Attorney

Print Name of Applicant

Date

Print Name of Owner

Date

Signature of Notary

Date

Signature of Notary

Date





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Mahaffey Pickens Tucker, LLP
1550 N Brown Rd, Ste 125
Lawrenceville, GA 30043

Signature of Applicant _____ Date _____

Samuel A. Martin 10/03/19
Signature of Owner _____ Date _____

Shane M. Lanham, Attorney
Print Name of Applicant _____ Date _____

SAMUEL A. MARTIN 10/03/19
Print Name of Owner _____ Date _____

Signature of Notary _____ Date _____

Amanda Mosley 10/3/19
Signature of Notary _____ Date _____





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Applicant Name and Address: The Residential Group c/o Phone: 770 232 0000
Mahaffey Pickens Tucker, LLP
1550 N Brown Rd, Ste 125
Lawrenceville, GA 30043

Signature of Applicant Date

[Signature] 3 OCT 2019
Signature of Owner Date

Shane M. Lanham, Attorney
Print Name of Applicant Date

BILL MARTIN, AS REG. STAFF AGENT
Print Name of Owner Date

Signature of Notary Date

Amanda Mosley 10/3/19
Signature of Notary Date





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Mahaffey Pickens Tucker, LLP
1550 N Brown Rd, Ste 125
Lawrenceville, GA 30043

Signature of Applicant _____ Date _____

Shane M. Lanham, Attorney

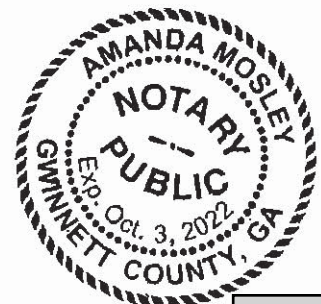
Print Name of Applicant _____ Date _____

Signature of Notary _____ Date _____

Signature of Owner _____ Date _____

Print Name of Owner _____ Date _____

Signature of Notary _____ Date _____





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Owners of Property: Multiple--see attached

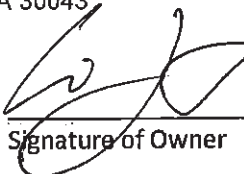
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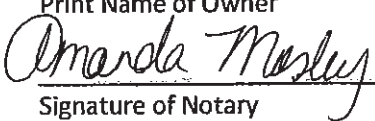
Signature of Applicant _____ Date _____

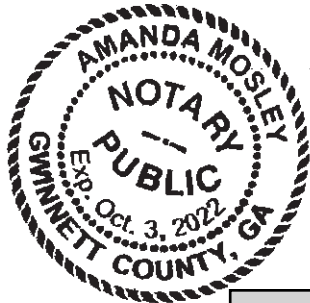
Shane M. Lanham, Attorney
Print Name of Applicant _____ Date _____

Signature of Notary _____ Date _____

 3 OCT 2019
Signature of Owner _____ Date _____

BILL MARTIN, AS EXECUTOR
Print Name of Owner _____ Date _____

 10/3/19
Signature of Notary _____ Date _____





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Shane M. Lanham, Attorney

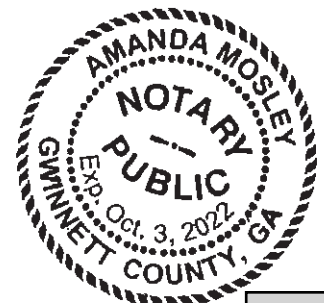
Print Name of Applicant _____ Date _____

Signature of Notary _____ Date _____

Signature of Owner _____ Date _____

Print Name of Owner _____ Date _____

Signature of Notary _____ Date _____



PROPERTY OWNER LIST

Name	Address	Parcel
Martin, Samuel A III & William J.	2065 Windsor Mill Ct, Grayson, GA 30017	7011 011
Martin, Samuel A III	440 Mooring Line Dr, Naples, FL 34102	7011 025
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002A
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002B
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002D



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DISCLOSURE OF CAMPAIGN CONTRIBUTION

In accordance with the Conflict of Interest in Zoning Act, Title 36, Chapter 67A, Official Code of Georgia Annotated. The following questions must be answered.

Have you, within the last four years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to a member of the Lawrenceville City Council, a member of the Planning and Zoning Commission or a member of the Zoning Board of Appeals, a member of the Planning Department, or any other government officials who will consider the application?

_____ YES XX _____ NO

If yes, please complete the following section:

Name and Official Position of Government Official(s):

Please list the Date and Amount of Contribution(s) (list all which aggregated \$250.00 or more):

Signature of Applicant

Date

10/2/19

Print Name of Applicant

Signature of Applicant's Attorney or Representative

Shane M. Lanham

Print Name of Applicant's Attorney or Representative



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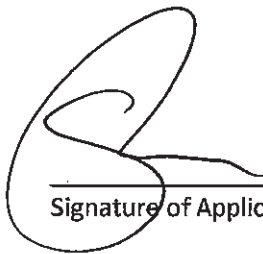
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E-Mail: Planning@lawrencevillega.org

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Case File #: ANX _____

CONFLICT OF INTEREST DISCLOSURE

The undersigned, making application for Rezoning, Special Exemption, Special Use Permit, Variance, etc., has complied with the Official Code of Georgia Section 36-67A-1, et. sec., Conflict of Interest Zoning Actions, and has submitted or attached the required information of forms provided.




Signature of Applicant 10/2/19
Date

Signature of Owner Date

Shane M. Lanham, Attorney

Print Name of Applicant Date

Print Name of Owner Date



Signature of Notary Public 10/2/19
Date

Stamp:





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Shane M. Lanham, Attorney

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 Signature of Owner Date

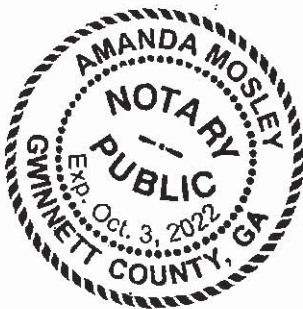
Bill Martin, AS REGISTRAR AGENT

 Print Name of Owner Date

Amanda Mosley 10/3/19

 Signature of Notary Public Date

Stamp:





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Signature of Applicant Date

Shane M. Lanham, Attorney

Print Name of Applicant Date

Amanda Mosley *10/3/19*

Signature of Notary Public Date

Stamp:



[Signature] *3 OCT 2019*

Signature of Owner Date

BILL MARTIN, AS EXECUTOR

Print Name of Owner Date



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Shane M. Lanham, Attorney

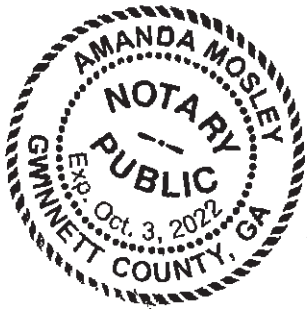
Print Name of Applicant Date

Signature of Notary Public Date

Signature of Owner Date

Print Name of Owner Date

Stamp:





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Signature of Applicant

Date

Shane M. Lanham, Attorney

Print Name of Applicant

Date

Amanda Mosley 10/3/19

Signature of Notary Public

Date

Stamp:



Signature of Owner

Date

William J Martin

Print Name of Owner

Date



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 Signature of Applicant Date

Samuel A. Martin III 03 OCT 19

 Signature of Owner Date

Shane M. Lanham, Attorney

 Print Name of Applicant Date

SAMUEL A. MARTIN III 03 OCT 19

 Print Name of Owner Date

Amanda Mosley 10/3/19

 Signature of Notary Public Date

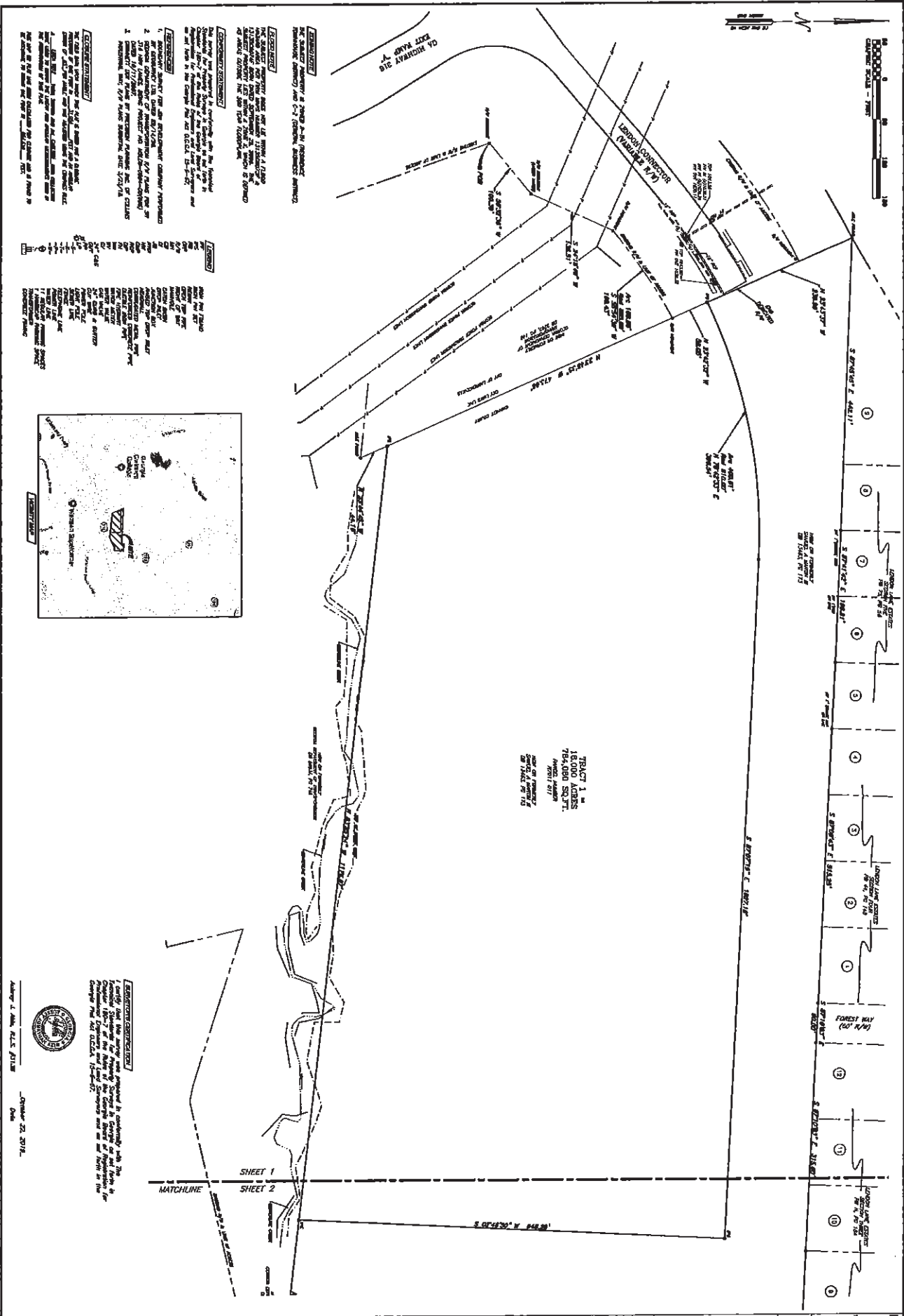
Stamp:





ISS
TECHNICAL SUPPORT DEPARTMENT
1541 Jackson Blvd., SU7
Carmel, Georgia 30132
(770) 225-8187
(770) 225-8187
www.issd.com

[illegible][illegible]



ISS		BOUNDARY SURVEY		FOR		THE RESIDENTIAL GROUP		LAND LOT 11 7th DISTRICT		OWENNETT COUNTY, GEORGIA	
1		SHEET 1 OF 2		DATE: 10/22/2018		DRAWN BY: J. J. JONES		CHECKED BY: J. J. JONES		DATE: 10/22/2018	
1		SHEET 1 OF 2		DATE: 10/22/2018		DRAWN BY: J. J. JONES		CHECKED BY: J. J. JONES		DATE: 10/22/2018	
1		SHEET 1 OF 2		DATE: 10/22/2018		DRAWN BY: J. J. JONES		CHECKED BY: J. J. JONES		DATE: 10/22/2018	

Matthew P. Benson
Gerald Davidson, Jr.*
Brian T. Easley
Kelly O. Faber
Christopher D. Holbrook
Nicholas N. Kemper
Shane M. Lanham
Austen T. Mabe

Jeffrey R. Mahaffey
Steven A. Pickens
Catherine V. Schutz
Thomas A. Simpson
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

**LETTER OF INTENT FOR REZONING APPLICATION OF
THE RESIDENTIAL GROUP, LLC**

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and attached annexation, rezoning, and special use permit applications (the "Applications") on behalf of The Residential Group, LLC (the "Applicant") in order to allow a mixed-use development on an approximately 40.061-acre tract (the "Property") located along University Parkway (SR 316) between Collins Hill Road and Buford Drive (SR 20). The Property is bounded on the east by Buford Drive, the south by 316, the west by the Lendon Connector, and the north by the proposed Lendon Connector extension. The Applicant is proposing to create an integrated, walkable, mixed-use environment by annexing the Property into the corporate limits of the City of Lawrenceville and rezoning it to the BG zoning classification with a Special Use Permit for a High Rise Development pursuant to Section 7.19 of the City of Lawrenceville Zoning Ordinance. In order to facilitate the proposed mixed-use development, the Applicant is also requesting an amendment of the Highway Overlay District Map to include the Property within Zone 35 of the High Rise Overlay District in line with adjacent land on the northerly side of 316.

The Property is currently located in unincorporated Gwinnett County and is zoned R-TH and C-2. Though not classified on the City of Lawrenceville 2040 Future Development Map, the Property is adjacent to land classified as within the Community Mixed-Use and College Corridor character areas. The 2040 Plan strongly supports mixed-use developments especially in activity centers such as the Community Mixed-Use and College Corridor character areas. Specifically, Policy LU1.1 of the 2040 Plan is to "[e]ncourage a mixture and concentration of residential, retail, office, recreational, and educational facilities at key locations to encourage walking and biking to everyday needs." Residents of the proposed residential community would have convenient vehicular and pedestrian access to educational and employment opportunities at Georgia Gwinnett College, which lies just to the west across Collins Hill Road, as well as expanding commercial options along Buford Drive as that major north-south corridor continues to redevelop.

The proposed residential component of the development would comprise approximately 18.0 acres of the Property and would be focused around an expansive amenity area with approximately 361 units spread across five buildings. The balance of the Property would be reserved for commercial development pursuant to the requirements of the BG zoning classification and the requirements of the High Rise Overlay District. The central common space would include both passive and active amenities for residents including pocket parks and dog walk areas. The proposed residential community would also include a more active resort-style pool and patio area with outdoor grills, seating areas, and fire pits. The residential development would also include connections to the adjacent commercial/retail area promoting walkability and an enhanced sense of place. Residents would have quick, convenient, access to shopping, dining, and employment opportunities nearby. In accordance with the City's land use policies, the proposed development would provide land use patterns and design elements that support walkability and an improved sense of place. The proposed development would improve the aesthetics of main corridors and gateways into the City and diversify the land use mix in this area of the City. Moreover, the Property's location at the intersection of two major transportation corridors makes it an appropriate location for a mixed-use development with multi-family residential uses.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Lawrenceville Planning and Development Department to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of this Application.

This 7th day of November, 2019.

Respectfully Submitted,

MAHAFFEY PICKENS TUCKER, LLP

A handwritten signature in black ink, appearing to read 'Shane M. Lanham', is written over the printed name.

Shane M. Lanham

Legal Description

Tract 1

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a concrete monument found at the intersection of the northeasterly Right of Way of Georgia Highway 316 (Exit Ramp "V"; Variable R/W) and the northerly Right of Way of Lendon Connector (Variable R/W); thence running along said Right of Way of Lendon Connector North 50° 32' 36" East a distance of 100.39 feet to a Right of Way Monument found (underwater); thence North 24° 18' 40" East a distance of 136.51 feet to a Right of Way Monument found; thence running along a curve to the right an arc length of 160.66 feet, (said curve having a radius of 865.00 feet, with a chord bearing of North 55° 54' 30" East, and a chord length of 160.43 feet) to a Right of Way Monument found and the TRUE POINT OF BEGINNING, from point thus established and running along said Right of Way North 23° 42' 32" West a distance of 58.05 feet to a point on the southerly Proposed Right of Way of Collins Industrial Way (a.k.a Lendon Connector; said point being 40' from the proposed centerline; Road Not Yet Constructed); thence running along said Proposed Right of Way along a curve to the right an arc length of 400.61 feet, (said curve having a radius of 810.00 feet, with a chord bearing of North 78° 42' 33" East, and a chord length of 396.54 feet) to a point; thence continuing along said Proposed Right of Way South 87° 07' 19" East a distance of 1027.18 feet to an iron pin set; thence leaving said Right of Way and running South 02° 46' 50" West a distance of 648.28 feet to an iron pin set; thence North 83° 25' 24" West a distance of 1176.87 feet to an iron pin set; thence North 23° 45' 35" West a distance of 473.66 feet to the TRUE POINT OF BEGINNING. Said tract contains 18.000 Acres (784,080 Square Feet).

Legal Description

Tract 2

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a concrete monument found at the intersection of the northeasterly Right of Way of Georgia Highway 316 (Exit Ramp "V"; Variable R/W) and the northerly Right of Way of Lendon Connector (Variable R/W); thence running along said Right of Way of Lendon Connector North 50° 32' 36" East a distance of 100.39 feet to a Right of Way Monument found (underwater); thence North 24° 18' 40" East a distance of 136.51 feet to a Right of Way Monument found; thence running along a curve to the right an arc length of 160.66 feet, (said curve having a radius of 865.00 feet, with a chord bearing of North 55° 54' 30" East, and a chord length of 160.43 feet) to a Right of Way Monument found; thence North 23° 42' 32" West a distance of 58.05 feet to a point and the TRUE POINT OF BEGINNING; from point thus established and running North 23° 43' 37" West a distance of 238.99 feet to an axle found; thence South 87° 45' 45" East a distance of 442.11 feet to a 1"square rod found; thence South 87° 41' 42" East a distance of 199.81 feet to a point; thence South 87° 09' 43" East a distance of 515.25 feet to a point on the southerly terminus of Forest Way (60'RW); thence running along said terminus South 87° 10' 03" East a distance of 60.00 feet to a point; thence leaving said terminus South 87° 10' 03" East a distance of 315.00 feet to a point; thence South 87° 17' 47" East a distance of 399.80 feet; thence South 86° 32' 24" East a distance of 100.02 feet to a point; thence South

88° 20' 20" East a distance of 99.92 feet to a 1" open top pipe found; thence South 87° 19' 54" East a distance of 100.11 feet to a 1" crimp top pipe found; thence North 03° 08' 01" East a distance of 148.57 feet to a point on the southerly Right of Way of Lendon Lane (Variable R/W); thence running along said Right of Way the following courses: South 81° 22' 56" East a distance of 117.08 feet to an iron pin set; thence leaving said Right of Way South 03° 53' 50" West a distance of 135.17 feet to a 2" open top pipe found; thence South 86° 18' 44" East a distance of 200.14 feet to a 2" open top pipe found; thence South 86° 55' 01" East a distance of 132.73 feet to a point on the aforementioned Right of Way of Georgia Highway 20; thence running along said Right of Way the following courses: South 05° 48' 42" West a distance of 273.73 feet to a point; thence South 47° 14' 52" West a distance of 12.80 feet to a point; thence South 30° 05' 13" East a distance of 14.90 feet to a point; thence South 05° 52' 11" West a distance of 160.32 feet to a point on the northerly Right of Way of State Route 316 (Limited Access Highway); thence running along said Right of Way the following courses: North 89° 58' 42" West a distance of 285.99 feet to a 3/8" rebar found; thence South 01° 35' 39" East a distance of 75.70 feet to a Right of Way monument found; thence South 67° 14' 49" West a distance of 578.85 feet to a point; thence leaving said Right of Way North 83° 25' 24" West a distance of 335.63 feet to an iron pin set; thence North 02° 46' 50" East a distance of 648.28 feet to an iron pin set; thence North 87° 07' 19" West a distance of 1027.18 feet to a point; thence running along a curve to the left an arc length of 400.61 feet, (said curve having a radius of 810.00 feet, with a chord bearing of South 78° 42' 33" West, and a chord length of 396.54 feet) to the TRUE POINT OF BEGINNING. Said tract contains 22.061 Acres (960,975 Square Feet).



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: OLD BUSINESS

Item: RZC2019-00010 & SUP2019-00022; The Residential Group c/o Mahaffey Pickens Tucker, LLP- Shane Lanham; Buford Drive (SR 20) at University Parkway (SR 316) Pending Annexation.

Department: Planning and Development

Date of Meeting: Monday, June 22, 2020

Applicant Request: Rezoning from C2 and RTH to BG with Special Use Permit to allow a high-rise development

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Planning Commission Recommendations

Summary: The applicant requests the rezoning of an approximately 40 acres, pending annexation from Gwinnett County. The rezoning requested is BG (General Business District).

Attachments/Exhibits:

RZC2019-00010 & SUP2019-00022 Report
 RZC2019-00010 & SUP2019-00022 Attachments
 RZC2019-00010 & SUP2019-00022 Planning Commission conditions
 Applicant Presentation from January
 RZC2019-00010 & SUP2020-00022 Traffic Impact Study
 RZC2019-00010 & SUP2020-00022 Incidents List
 RZC2019-00010 & SUP2020-00022 TMG Resident Screening Criteria

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING AND SPECIAL USE REPORT

CASE NUMBER	RZC2019-00010 & SUP2019-00022
APPLICANT	THE RESIDENTIAL GROUP, LLC C/O MAHAFFEY PICKENS TUCKER, LLP
CONTACT	SHANE LANHAM
PHONE NUMBER	770.232.0000
ZONING CHANGE	R-TH & C-2 TO BG, WITH A SPECIAL USE PERMIT TO ALLOW A MIXED-USE DEVELOPMENT
LOCATION	BUFORD DRIVE AT UNIVERSITY PARKWAY
PARCEL ID	R7011 011 / 7011 024 / 7011 025 / 7012 119 / 7012 002B / 7012 002D
ACREAGE	42.1
PROPOSED DEVELOPMENT	APARTMENTS
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

In 1970, the subject property located within unincorporated Gwinnett County, was zoned R-100 (Single-Family Residence District) and C-1 (Neighborhood Business District). In 2006, the Gwinnett County Board of Commissioners approved a request to rezone the subject property from R-100 and C-1 to R-TH Single-Family Residence Townhouse District) and C-2 (General Business District), pursuant to RZC2006-00053.

PROJECT DATA:

The applicant requests rezoning, annexation, and subdivision of a 42.1-acre parcel assemblage from R-TH (Gwinnett County Single-Family Residence Townhouse District) and C-2 (Gwinnett County General Business District,) to BG (General Business District), along with a Special Use Permit to allow mixed-use development. The applicant intends to subdivide and develop the parcel assemblage in two phases that include a multifamily component referred to as ‘Tract 1’, consisting of 18.00-acres, and at a later date, commercial/retail component referred to as ‘Tract 2’ consisting of 22.68-acres. The subject property is located within unincorporated Gwinnett County, along University Parkway between Buford Drive and Collins Hill Road,

bounded to the east by Buford Drive, to the south by Georgia Highway 316, and to the west Lendon Connector. The property is currently vacant and undeveloped.

The applicant proposes to develop 'Tract 1' with 361 apartment units, at a density of 20.05 units per acre. The plan proposes five three-story apartment buildings with basements, consisting of approximately 208 studio/one-bedroom units and 153 two-bedroom units. The proposed building height is approximately 55 feet in height, exceeding the minimum building height requirements of the Zoning Ordinance for both multifamily and single-family residential proposals. Therefore, a variance to allow a building height increase will be required for this particular request. The proposed plan includes 514 parking spaces and associated driveways. A water quality/detention pond is proposed along the western property line, and a stream meanders along the southern property line, both of which may require additional review by the Engineering Department. Additionally, the site plan indicates there would be active and passive common space, pool courtyard and other amenities. Access to the proposed multifamily development would be via two curb cuts along the proposed expansion of Collins Industrial Way (a.k.a Lendon Connector).

The surrounding area is characterized by a variety of uses and zoning. To the north, along the north side of the proposed Collins Industrial Way (a.k.a. Lendon Connector) roadway expansion are the Edd Harris Subdivision and Lendon Lane Estates single-family subdivisions zoned R-100 (Single-Family Residence District, Gwinnett County). To the north and east, across the existing Lendon Lane are BG (General Business District) zoned properties located in the city limits of Lawrenceville. Immediately adjacent to the south and west is the Georgia Highway 316. Further to the west, across Collins Hill Road, are light industrial, institutional, office, retail and senior-oriented multifamily residential uses and zoning, including the Georgia Gwinnett College campus, Garden Plaza retirement community and Life Care Center of Lawrenceville nursing home. The variety of uses and zoning in the immediate area further supports the request.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located in close proximity to the College Corridor, Community Mixed-Use and Industrial Character Areas. These character areas encourage general commercial uses along major corridors, as well as, mixed-use developments, which may include a diversity of development types and densities. Additionally, the Plan encourages developments providing services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown.

In agreeance with the City's land recommended policies, the prospective development would contribute land use patterns and design elements that support walkability and an enhanced sense of place. The property's location is at the intersection of two major transportation corridors, which make it a convenient location for a mixed-use development with multifamily

residential uses. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the requested Annexation, Rezoning, and Special Use Permit.

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

RZC2019-00010

Approval as BG (General Business District) for a Mixed-Use development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:

- A. For the residential component, no more than 361 apartments shall be allowed. The development shall be a fenced and gated community comprised of metal with spaced columns every 25 feet, with a maximum building height of 55 feet. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
- B. Buildings shall be constructed as urban-style, flat-roofed buildings with primary exterior treatments of brick or stacked stone on each elevation. The remainder of each elevation may be the same, or fiber-cement shake or siding. Building elevations shall be submitted for review and approval of the Director of Planning and Development prior to the issuance of a development permit.
- C. For the retail component, the following uses shall be prohibited:
 - 1. Adult Bookstores or Entertainment
 - 2. Automotive Parts Stores
 - 3. Bail Bonding
 - 4. Contractors Offices
 - 5. Emissions Inspection Stations
 - 6. Equipment Rental
 - 7. Extended Stay Hotels or Motels
 - 8. Hookah/Vapor Bar or Lounge
 - 9. Pawn Shop
 - 10. Recovered Materials Processing Facilities
 - 11. Smoke or Novelty Shop
 - 12. Tobacco or Novelty Shop
 - 13. Tattoo and Body Piercing
 - 14. Taxidermists
 - 15. Title Loan Facility
 - 16. Yard Trimming Composting Facilities

2. To abide by the following site development considerations:

- A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- B. Provide a 50-foot wide natural undisturbed buffer adjacent to the Edd Harris Subdivision and Lendon Lane Estates residentially-zoned properties. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Director of the Planning and Development Department.
- C. Provide a 20-foot landscape strip along the southern right-of-way of the proposed Collins Industrial Way (a.k.a Lendon Connector) expansion. Final landscaping design shall be subject to review and approval of the Director of the Planning and Development Department.
- D. Provide a 10-foot landscape strip along the perimeter of the overall development and along the internal property line separating 'Tract 1' and 'Tract 2.' Final landscaping design shall be subject to review and approval of the Director of the Planning and Development Department.
- E. 'Tract 1' Ground signage shall be limited to a one-monument type sign, and shall be subject to the review and approval of the Director of the Planning and Development Department. The sign shall have a minimum two-foot-high brick base, complementing the buildings' architectural treatments.
- F. 'Tract 2' Ground Signage shall be limited to a one-monument type sign along Buford Drive (a.k.a. Georgia Highway 20), and shall be subject to the review and approval of the Director of the Planning and Development Department. The sign shall have a minimum two-foot-high brick base, complementing the buildings' architectural treatments.
- G. All grassed areas within the development shall be sodded.
- H. All utilities shall be placed underground.
- I. Outdoor commercial sales or storage shall be prohibited.
- J. Window signage (signs displayed on the interior or exterior of the business windows) shall be prohibited, except for open/closed signs required by city, county, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be

prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.

- K. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- L. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
- M. Peddlers and/or parking lot sales shall be prohibited.
- N. Outdoor loudspeakers shall be prohibited.
- O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00022:

Approval of a Special Use Permit for a 361-unit apartment development, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:
 - A. Multifamily attached Dwelling Apartment units, not to exceed 361 apartment units or 20.05 units per acre.
 - B. Multifamily dwelling units shall be constructed in a group of twelve attached units or more, including single-level units located in a multistory building.
 - C. Each unit shall be accessed internally, via a double-loaded corridor (hallway), consisting of apartment units on both sides of the passage corridor connecting twelve or more attached units.
 - D. The buildings must meet the minimum architectural standards set forth in the RM-12 zoning district of the Zoning Ordinance. Final elevations shall be subject to the review and approval of the Director of the Planning and Development Department.

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal?** *No.*

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 2
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *None*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The proposed zoning change is compatible with the recommendations of the 2040 Comprehensive Plan and Future Development Map.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed zoning?** *The property is at a location that makes the development viable.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *NA*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The property meets the intent of the character area.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Other commercially-zoned sites are available in the city.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *Suitable.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>The Residential Group, LLC c/o Mahaffey Pickens Tucker, LLP</u>	NAME: <u>Multiple--see attached</u>
ADDRESS: <u>1550 North Brown Road, Suite 125</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>Georgia</u> ZIP: <u>30043</u>	STATE: _____ ZIP: _____
CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>R-TH & C-2 (Gwinnett)</u> REQUESTED ZONING DISTRICT: <u>BG w/ SUP</u>	
PARCEL NUMBER(S): <u>Multiple--see attached</u> ACREAGE: <u>+/-</u>	
ADDRESS OF PROPERTY: <u>Buford Drive (SR 20) @ University Parkway (SR 316)</u>	

[Signature] 10/2/19
SIGNATURE OF APPLICANT DATE

SIGNATURE OF OWNER DATE

Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

Amanda Mosley
NOTARY PUBLIC

[Signature] 10/2/19
NOTARY PUBLIC DATE



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LAWRENCEVILLE

GEORGIA

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SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

[Signature] 3 OCT 2019
SIGNATURE OF OWNER DATE

William J. Martin
TYPED OR PRINTED NAME

Amanda Mosley 10/3/19
NOTARY PUBLIC DATE

Amanda Mosley 10/3/19
NOTARY PUBLIC DATE





LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

[Signature] 3 OCT 2019
SIGNATURE OF OWNER DATE

BILL MARTIN, AS REGISTERED AGENT
TYPED OR PRINTED NAME

Amanda Mosley 10/3/19
NOTARY PUBLIC DATE



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GEORGIA

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SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

BILL MARTIN, AS EXECUTOR
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

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LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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SIGNATURE OF APPLICANT _____ DATE _____

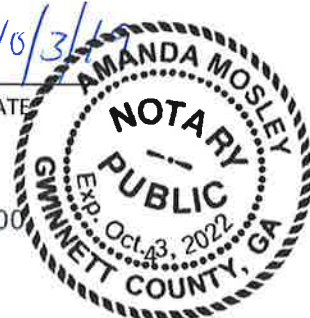
Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC _____ DATE _____

 3 OCT 2019
SIGNATURE OF OWNER _____ DATE _____

Bill Martin, AS EXECUTOR
TYPED OR PRINTED NAME

 10/3/19
NOTARY PUBLIC _____ DATE _____





LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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SIGNATURE OF APPLICANT

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

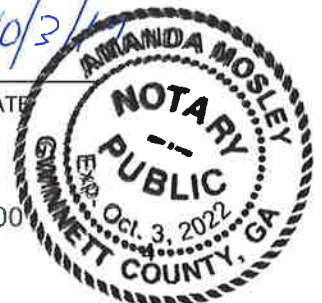
DATE

SAMUEL A. MARTIN III

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

Amanda Mosley 10/3/19

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LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: The Residential Group c/o Mahaffey Pickens Tucker, LLP	NAME: <u>Multiple--see attached</u>
ADDRESS: <u>1550 North Brown Road, Suite 125</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>Georgia</u> ZIP: <u>30043</u>	STATE: _____ ZIP: _____
PHONE: <u>770 232 0000</u>	PHONE: _____
CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</u>	
CONTACT'S E-MAIL: <u>slanham@mptlawfirm.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>+/-</u>	
PARCEL NUMBER(S): <u>Multiple--see attached</u>	
ADDRESS OF PROPERTY: <u>Buford Drive (SR 20) @ University Parkway (SR 316)</u>	
PROPOSED SPECIAL USE: <u>High-Rise Development</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

NOTARY PUBLIC

DATE

70 S Clayton St, 30046-2200, Lawrenceville, Georgia 30046-2200
www.lawrencevillega.org





LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION


APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: The Residential Group c/o Mahaffey Pickens Tucker, LLP	NAME: Multiple--see attached
ADDRESS: 1550 North Brown Road, Suite 125	ADDRESS:
CITY: Lawrenceville	CITY:
STATE: Georgia ZIP: 30043	STATE: ZIP:
PHONE: 770 232 0000	PHONE:
CONTACT PERSON: Shane Lanham PHONE: 770 232 0000	
CONTACT'S E-MAIL: slanham@mptlawfirm.com	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): BG ACREAGE: +/-	
PARCEL NUMBER(S): Multiple--see attached	
ADDRESS OF PROPERTY: Buford Drive (SR 20) @ University Parkway (SR 316)	
PROPOSED SPECIAL USE: High-Rise Development	

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

 3 OCT 2019

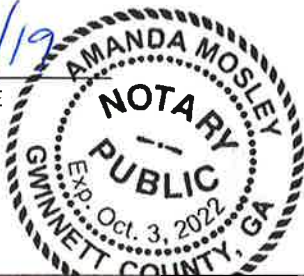
SIGNATURE OF OWNER DATE

William J. MARTIN

TYPED OR PRINTED NAME

Amanda Mosley 10/3/19

NOTARY PUBLIC DATE



70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
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ADDRESS OF PROPERTY: Buford Drive (SR 20) @ University Parkway (SR 316)	
PROPOSED SPECIAL USE: High-Rise Development	

SIGNATURE OF APPLICANT

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

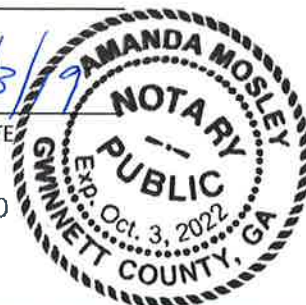
DATE

Samuel A. Martin III 03 OCT 19
SIGNATURE OF OWNER DATE

SAMUEL A. MARTIN III

TYPED OR PRINTED NAME

Amanda Mosley 10/3/19
NOTARY PUBLIC DATE



70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION


APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
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SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

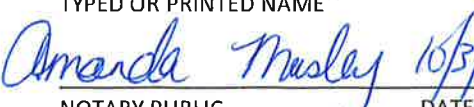
NOTARY PUBLIC DATE

 3 Oct 2019

SIGNATURE OF OWNER DATE

Bill Martin, AS Executor

TYPED OR PRINTED NAME

 10/3/19

NOTARY PUBLIC DATE





LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION


APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
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PROPOSED SPECIAL USE: High-Rise Development	

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME


NOTARY PUBLIC DATE

 3 OCT 2019

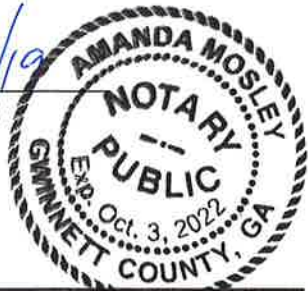
SIGNATURE OF OWNER DATE

Bill MARTIN, AS EXECUTOR

TYPED OR PRINTED NAME

 10/3/19

NOTARY PUBLIC DATE





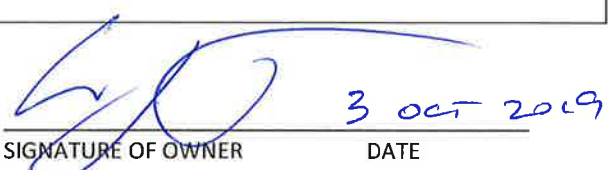
LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

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PARCEL NUMBER(S): Multiple--see attached	
ADDRESS OF PROPERTY: Buford Drive (SR 20) @ University Parkway (SR 316)	
PROPOSED SPECIAL USE: High-Rise Development	

SIGNATURE OF APPLICANT _____ DATE _____
Shane M. Lanham, Attorney
TYPED OR PRINTED NAME
NOTARY PUBLIC _____ DATE _____

 3 OCT 2019
SIGNATURE OF OWNER _____ DATE _____
Bill Martin, AZ REGISTERED AGENT
TYPED OR PRINTED NAME
Amanda Mosley 10/3/19
NOTARY PUBLIC _____ DATE _____



PROPERTY OWNER LIST

Name	Address	Parcel
Martin, Samuel A III & William J.	2065 Windsor Mill Ct, Grayson, GA 30017	7011 011
Martin, Samuel A Jr. & Elaine S	2065 Windsor Mill Ct, Grayson, GA 30017	7011 024
Martin, Samuel A III	440 Mooring Line Dr, Naples, FL 34102	7011 025
Martin, Samuel A III	2065 Windsor Mill Ct, Grayson, GA 30017	7012 119
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002A
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002B
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002D

Matthew P. Benson
Gerald Davidson, Jr.*
Brian T. Easley
Kelly O. Faber
Christopher D. Holbrook
Nicholas N. Kemper
Shane M. Lanham
Austen T. Mabe

Jeffrey R. Mahaffey
Steven A. Pickens
Catherine V. Schutz
Thomas A. Simpson
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

**LETTER OF INTENT FOR REZONING APPLICATION OF
THE RESIDENTIAL GROUP, LLC**

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and attached annexation, rezoning, and special use permit applications (the “Applications”) on behalf of The Residential Group, LLC (the “Applicant”) in order to allow a mixed-use development on an approximately 42-acre tract (the “Property”) located along University Parkway (SR 316) between Collins Hill Road and Buford Drive (SR 20). The Property is bounded on the east by Buford Drive, the south by 316, the west by the Lendon Connector, and the north by the proposed Lendon Connector extension. The Applicant is proposing to create an integrated, walkable, mixed-use environment by annexing the Property into the corporate limits of the City of Lawrenceville and rezoning it to the BG zoning classification with a Special Use Permit for a High Rise Development pursuant to Section 7.19 of the City of Lawrenceville Zoning Ordinance. In order to facilitate the proposed mixed-use development, the Applicant is also requesting an amendment of the Highway Overlay District Map to include the Property within Zone 35 of the High Rise Overlay District in line with adjacent land on the northerly side of 316.

The Property is currently located in unincorporated Gwinnett County and is zoned R-TH and C-2. Though not classified on the City of Lawrenceville 2040 Future Development Map, the Property is adjacent to land classified as within the Community Mixed-Use and College Corridor character areas. The 2040 Plan strongly supports mixed-use developments especially in activity centers such as the Community Mixed-Use and College Corridor character areas. Specifically, Policy LU1.1 of the 2040 Plan is to “[e]ncourage a mixture and concentration of residential, retail, office, recreational, and educational facilities at key locations to encourage walking and biking to everyday needs.” Residents of the proposed residential community would have convenient vehicular and pedestrian access to educational and employment opportunities at Georgia Gwinnett College, which lies just to the west across Collins Hill Road, as well as expanding commercial options along Buford Drive as that major north-south corridor continues to redevelop.

The proposed residential component of the development would comprise approximately 18.0 acres of the Property and would be focused around an expansive amenity area with approximately 361 units spread across five buildings. The balance of the Property would be reserved for commercial development pursuant to the requirements of the BG zoning classification and the requirements of the High Rise Overlay District. The central common space would include both passive and active amenities for residents including pocket parks and dog walk areas. The proposed residential community would also include a more active resort-style pool and patio area with outdoor grills, seating areas, and fire pits. The residential development would also include connections to the adjacent commercial/retail area promoting walkability and an enhanced sense of place. Residents would have quick, convenient, access to shopping, dining, and employment opportunities nearby. In accordance with the City's land use policies, the proposed development would provide land use patterns and design elements that support walkability and an improved sense of place. The proposed development would improve the aesthetics of main corridors and gateways into the City and diversify the land use mix in this area of the City. Moreover, the Property's location at the intersection of two major transportation corridors makes it an appropriate location for a mixed-use development with multi-family residential uses.

The Applicant and its representatives welcome the opportunity to meet with staff of the City of Lawrenceville Planning and Development Department to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of this Application.

This 4th day of October, 2019.

Respectfully Submitted,

MAHAFFEY PICKENS TUCKER, LLP



Shane M. Lanham

Legal Description

Tract 1

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a concrete monument found at the intersection of the northeasterly Right of Way of Georgia Highway 316 (Exit Ramp "V"; Variable R/W) and the northerly Right of Way of Lendon Connector (Variable R/W); thence running along said Right of Way of Lendon Connector North 50° 32' 36" East a distance of 100.39 feet to a Right of Way Monument found (underwater); thence North 24° 18' 40" East a distance of 136.51 feet to a Right of Way Monument found; thence running along a curve to the right an arc length of 160.66 feet, (said curve having a radius of 865.00 feet, with a chord bearing of North 55° 54' 30" East, and a chord length of 160.43 feet) to a Right of Way Monument found and the TRUE POINT OF BEGINNING, from point thus established and running along said Right of Way North 23° 42' 32" West a distance of 58.05 feet to a point on the southerly Proposed Right of Way of Collins Industrial Way (a.k.a Lendon Connector; said point being 40' from the proposed centerline; Road Not Yet Constructed); thence running along said Proposed Right of Way along a curve to the right an arc length of 400.61 feet, (said curve having a radius of 810.00 feet, with a chord bearing of North 78° 42' 33" East, and a chord length of 396.54 feet) to a point; thence continuing along said Proposed Right of Way South 87° 07' 19" East a distance of 1027.18 feet to an iron pin set; thence leaving said Right of Way and running South 02° 46' 50" West a distance of 648.28 feet to an iron pin set; thence North 83° 25' 24" West a distance of 1176.87 feet to an iron pin set; thence North 23° 45' 35" West a distance of 473.66 feet to the TRUE POINT OF BEGINNING. Said tract contains 18.000 Acres (784,080 Square Feet).

Legal Description

Tract 2

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To Reach the TRUE POINT OF BEGINNING commence at a concrete monument found at the intersection of the northeasterly Right of Way of Georgia Highway 316 (Exit Ramp "V"; Variable R/W) and the northerly Right of Way of Lendon Connector (Variable R/W); thence running along said Right of Way of Lendon Connector North 50° 32' 36" East a distance of 100.39 feet to a Right of Way Monument found (underwater); thence North 24° 18' 40" East a distance of 136.51 feet to a Right of Way Monument found; thence running along a curve to the right an arc length of 160.66 feet, (said curve having a radius of 865.00 feet, with a chord bearing of North 55° 54' 30" East, and a chord length of 160.43 feet) to a Right of Way Monument found; thence North 23° 42' 32" West a distance of 58.05 feet to a point and the TRUE POINT OF BEGINNING; from point thus established and running North 23° 43' 37" West a distance of 238.99 feet to an axle found; thence South 87° 45' 45" East a distance of 442.11 feet to a 1" square rod found; thence South 87° 41' 42" East a distance of 199.81 feet to a point; thence South 87° 09' 43" East a distance of 515.25 feet to a point on the southerly terminus of Forest Way (60' RW); thence running along said terminus South 87° 10' 03" East a distance of 60.00 feet to a point; thence leaving said terminus South 87° 10' 03" East a distance of 315.00 feet to a point; thence South 87° 17' 47" East a distance of 399.80 feet; thence South 86° 32' 24" East a distance of 100.02 feet to a point; thence South

88° 20' 20" East a distance of 99.92 feet to a 1" open top pipe found; thence South 87° 19' 54" East a distance of 100.11 feet to a 1" crimp top pipe found; thence North 03° 08' 01" East a distance of 148.57 feet to a point on the southerly Right of Way of Lendon Lane (Variable R/W); thence running along said Right of Way the following courses: South 81° 22' 56" East a distance of 117.08 feet to a point; thence South 80° 59' 54" East a distance of 205.15 feet to a point; thence South 81° 27' 55" East a distance of 132.59 feet to a point at the intersection of the southerly Right of Way of Lendon Lane (Variable R/W) and the westerly Right of Way of Georgia Highway 20 (Variable R/W); thence running along the westerly Right of Way of Georgia Highway 20 South 06° 11' 08" West a distance of 6.08 feet to a point; thence leaving said Right of Way North 85° 34' 52" West a distance of 132.48 feet to a point; thence South 05° 57' 57" West a distance of 100.66 feet to a 2" open top pipe found; thence South 86° 55' 01" East a distance of 132.73 feet to a point on the aforementioned Right of Way of Georgia Highway 20; thence running along said Right of Way the following courses: South 05° 48' 42" West a distance of 273.73 feet to a point; thence South 47° 14' 52" West a distance of 12.80 feet to a point; thence South 30° 05' 13" East a distance of 14.90 feet to a point; thence South 05° 52' 11" West a distance of 160.32 feet to a point on the northerly Right of Way of State Route 316 (Limited Access Highway); thence running along said Right of Way the following courses: North 89° 58' 42" West a distance of 285.99 feet to a 3/8" rebar found; thence South 01° 35' 39" East a distance of 75.70 feet to a Right of Way monument found; thence South 67° 14' 49" West a distance of 578.85 feet to a point; thence leaving said Right of Way North 83° 25' 24" West a distance of 335.63 feet to an iron pin set; thence North 02° 46' 50" East a distance of 648.28 feet to an iron pin set; thence North 87° 07' 19" West a distance of 1027.18 feet to a point; thence running along a curve to the left an arc length of 400.61 feet, (said curve having a radius of 810.00 feet, with a chord bearing of South 78° 42' 33" West, and a chord length of 396.54 feet) to the TRUE POINT OF BEGINNING. Said tract contains 22.678 Acres (987,846 Square Feet).

NOTES:

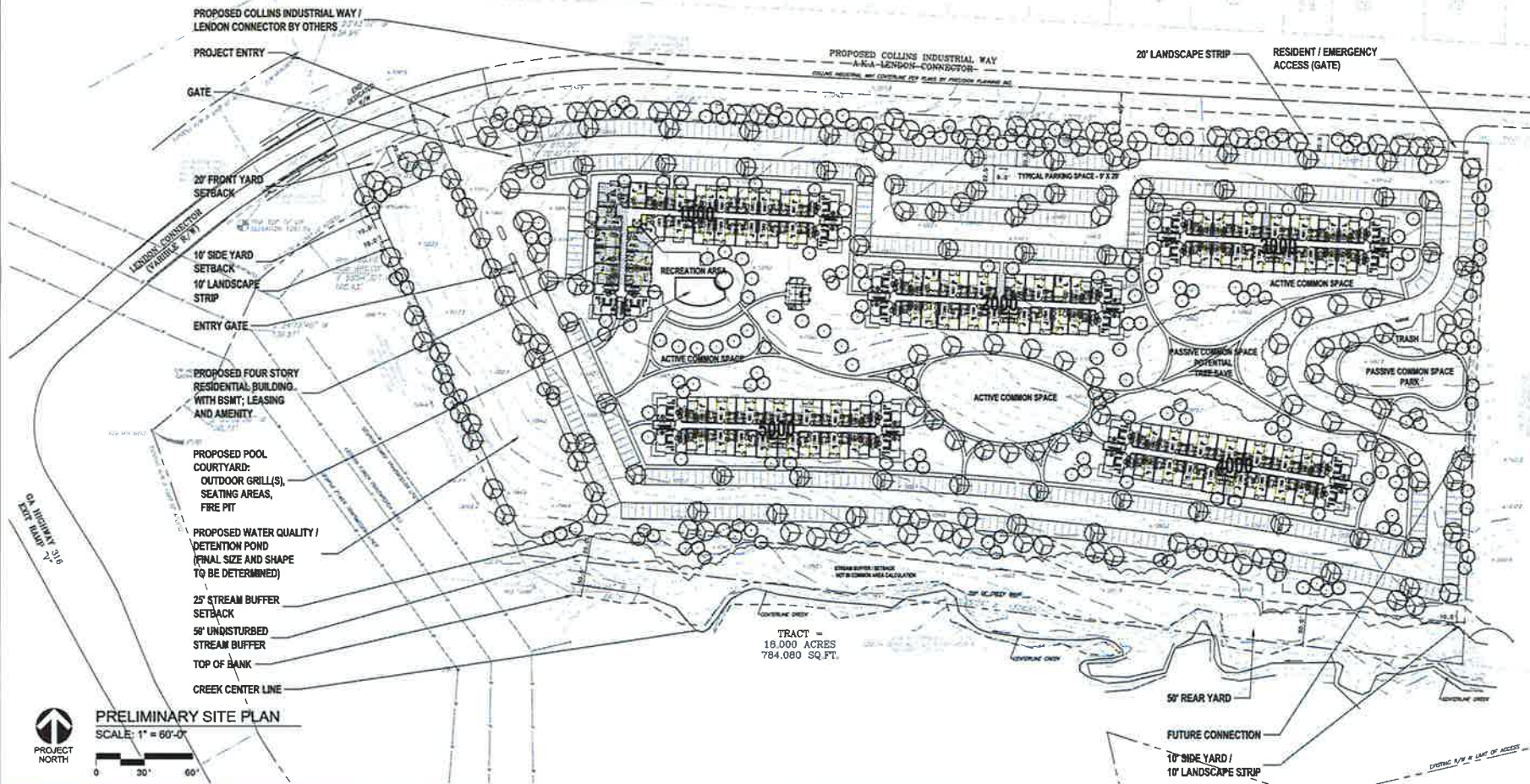
1. PROPERTY TO BE ANNEXED FROM GWINNETT COUNTY TO THE CITY OF LAWRENCEVILLE.
2. ZONING TO BE DETERMINED WITH SPECIAL USE APPLICATION.
3. ALL CALCULATIONS ARE APPROXIMATE AND BASED ON THIS PRELIMINARY SITE PLAN.
4. ALL BUILDINGS ARE 3 STORY W/ BASEMENT.
5. LANDSCAPE / HARDSCAPE SHOWN IS CONCEPTUAL: DESIGN SUBJECT TO LANDSCAPE ARCHITECT'S FINAL DRAWINGS.
6. WATER QUALITY / DETENTION IS CONCEPTUAL AND SUBJECT TO CIVIL ENGINEER'S FINAL DRAWINGS.
7. ALL COMMON AREAS, STORM WATER FACILITIES, ETC., SHALL REMAIN UNDER THE OWNERSHIP OF THE PROPERTY OWNER AT LARGE. MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNERSHIP GROUP.
8. A CROSS ACCESS EASEMENT SHALL BE GRANTED WHEN THE ADJACENT PROPERTY IS DEVELOPED.
9. ALL GRASSED AREAS TO BE SODDED.
10. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
11. TRASH ENCLOSURE TO BE SCREENED ON ALL SIDES WITH A 6' WALL WITH OPAQUE METAL GATE.
12. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM MAP NUMBERS 13135C0073F & 13135C0074F, DATED 9/28/06. THE SUBJECT PROPERTY LIES WITHIN A ZONE X, WHICH IS DEFINED AS AREAS OUTSIDE THE 500 YEAR FLOOD PLAIN.

SITE DATA

design standard	provided	notes
Site Area		
No. Units	gross 18.0 ac 363 units	794,884 SF
	studio / 1 bedroom units 208 units	
	2 bedroom units 153 units	
Parking	514 sp	
Density (sp)	29.03 sp/ac	1.47 sp/du 1sp/bedroom
Building Coverage	278,079 SF	35%
Total Building Area	335,069 SF	
	residential 327,988 SF	
	loading, club room, fitness, etc. 7,100 SF	
Fr. Setback	25'	
Side Setback	10'	
Rear Setback	50'	
Bldg Height	55'	from curb at front of bldg to main peak of roof on same side of 3 story w/ basement bldg
Stream Buffer	50'	undisturbed
Stream Buffer Setback	25'	disturbed / revegetated
Total Common Area	157,800 SF	common area calculations are approximate, based on the conceptual plan. Does not include stream buffers or detention area.
	passive (tree cover) 30,800 SF	
	active 113,200 SF	
	recreation area 13,800 SF	



Vicinity Map (NTS)



Developer Contact:
Ruri Alexander
The Residential Group
7100 Peachtree University Rd NE
Atlanta, GA 30328
678-544-1544

TRG HWY 316
LAND LOT 11 - 7TH DISTRICT
LAWRENCEVILLE, GEORGIA

RESIDENTIAL
GROUP

studio
ARCHITECTS

OWNER: TRG

DATE: 10/3/2019

PROJECT TITLE:

PRELIMINARY
SITE PLAN

DATE:

Preliminary Site Plan
October 3, 2019

STATUS:

DESIGNED: 19-154

PROJECT NO:

19-154

PROJECT NO:

19-154

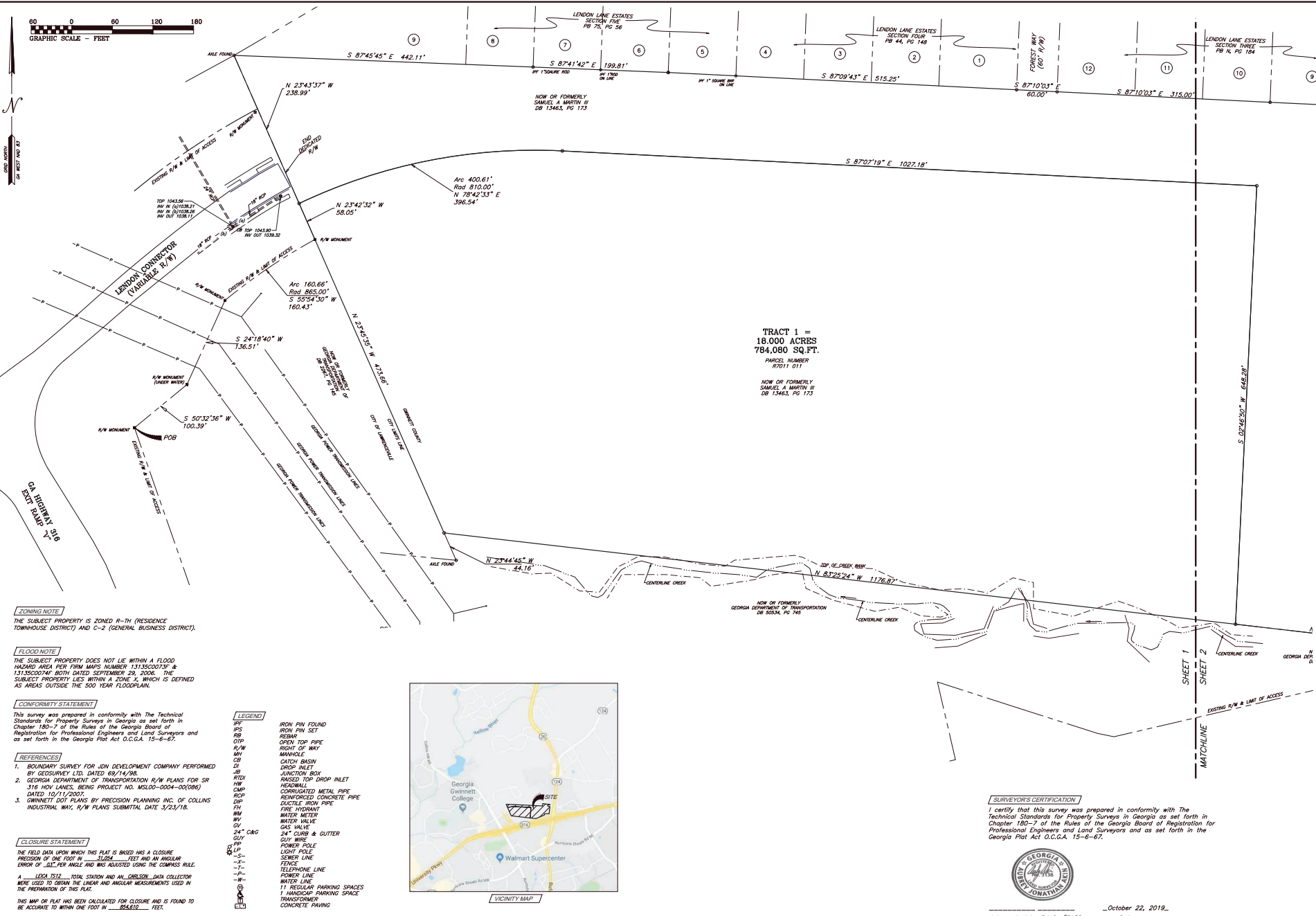
psp.01

TSS
TECHNICAL SURVEY SERVICES
Land Surveyors
1641 Autumn Blvd, SW
Conyers, Georgia 30012
(770) 922-6391 Office
(770) 922-6767 Fax
www.tssall.com

Date	
Revision	
No	
Field Date:	10/16/2019
Plot Date:	10/22/2019
Scale:	1" = 60'

BOUNDARY SURVEY
FOR
THE RESIDENTIAL GROUP
LAND LOT 11 7th DISTRICT
GWINNETT COUNTY, GEORGIA

1
SHEET 1 OF 2
JOB #: 2019-570
CRD: COLLINSND
DWG: 2019-570 COL IND WA
TSS: BOUNDARY



SURVEYOR'S CERTIFICATION

I certify that this survey was prepared in conformity with The Technical Standards for Property Surveys in Georgia as set forth in Chapter 180-7 of the Rules of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in the Georgia Plat Act O.C.G.A. 15-6-67.

October 22, 2019
Date

Aubrey J. Akin, R.L.S. #3138

TSS
TECHNICAL SURVEY SERVICES
Land Surveyors
1641 Autumn Hill, SW
Conyers, Georgia 30612
(770) 922-6391 Office
(770) 922-6767 Fax
www.tss-survey.com

Date	
Revision	
No	

Field Date: 7/17/2019
Plot Date: 8/6/2019
Scale: 1" = 60'

BOUNDARY SURVEY
FOR
THE RESIDENTIAL GROUP
LAND LOT 11, 7th DISTRICT
GWINNETT COUNTY, GEORGIA



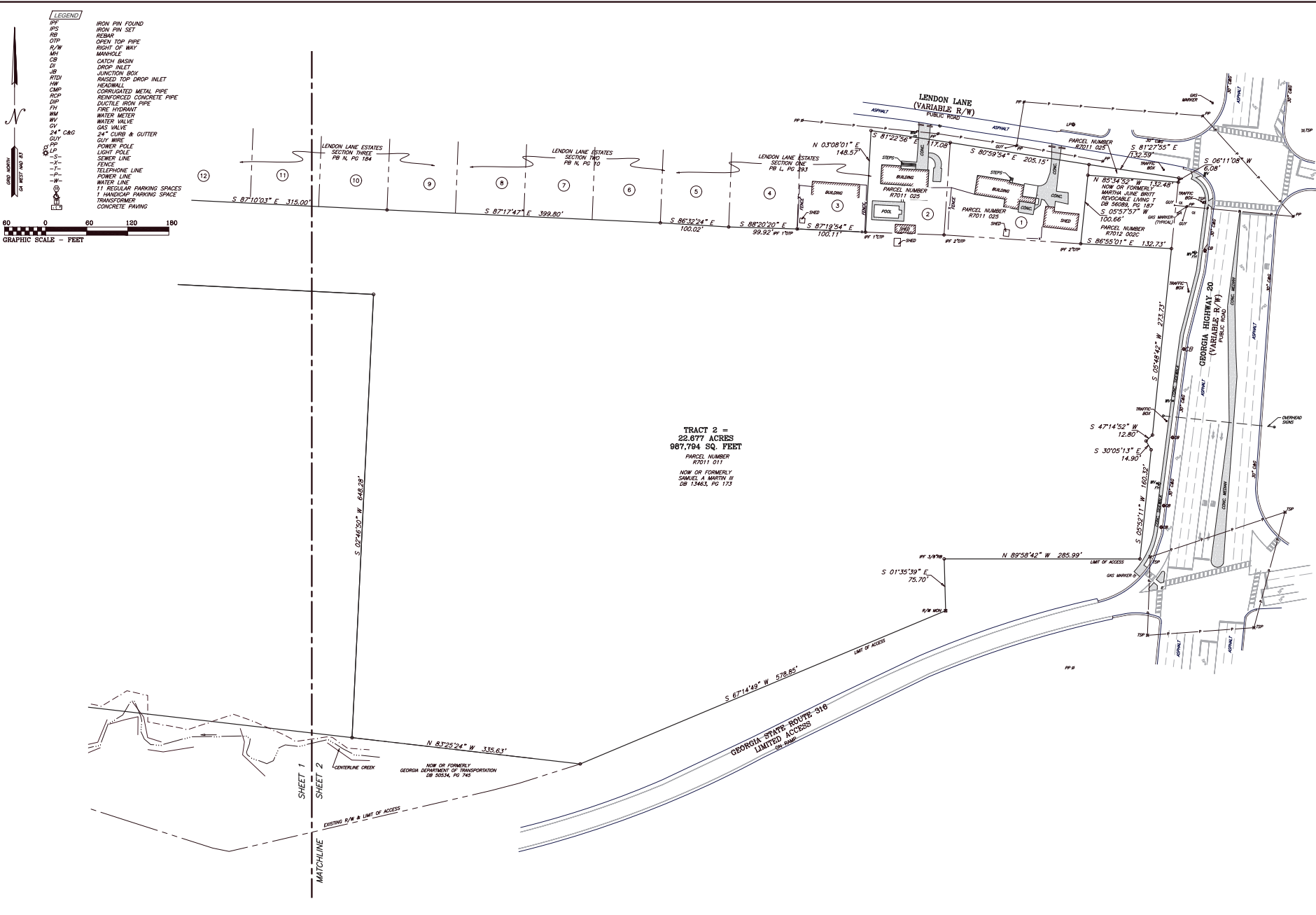
2
SHEET 2 OF 2
JOB #: 2019-570
CRD: COLLINSND
DWG: 2019-570 COL END WA
TSS: BOUNDARY

LEGEND

- IPF IRON PIN FOUND
- IPS IRON PIN SET
- REBAR
- OTD OPEN TOP PIPE
- R/W RIGHT OF WAY
- MANHOLE
- CB CATCH BASIN
- JB JUNCTION BOX
- RISE TOP DROP INLET
- RCMP CORRUGATED METAL PIPE
- RCMP REINFORCED CONCRETE PIPE
- DIP DUCTILE IRON PIPE
- PH DWE HYDRANT
- WM WATER METER
- WV WATER VALVE
- GV GAS VALVE
- 24" C&G 24" CURB & GUTTER
- GUY GUY WIRE
- LP POWER POLE
- LOF LIGHT POLE
- SEWER LINE
- TELEPHONE LINE
- POWER LINE
- WATER LINE
- 11 REGULAR PARKING SPACES
- 1 HANDICAP PARKING SPACE
- TRANSFORMER
- CONCRETE PAVING

GRAPHIC SCALE - FEET

0 60 120 180





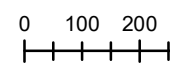


The City of Lawrenceville
Planning & Development
**Aerial Map and
Surrounding Area**
File # RZC2019-00010
& SUP2019-00022
Applicant: The Residential
Group c/o Mahaffey, Pickens,
Tucker, LLP

Address: Buford Drive and
University Parkway

Legend

-  Subject Properties
-  Roads





The City of Lawrenceville
Planning & Development
**Location Map and
Surrounding Zoning**
File # RZC2019-00010
& SUP2019-00022
Applicant: The Residential
Group c/o Mahaffey, Pickens,
Tucker, LLP

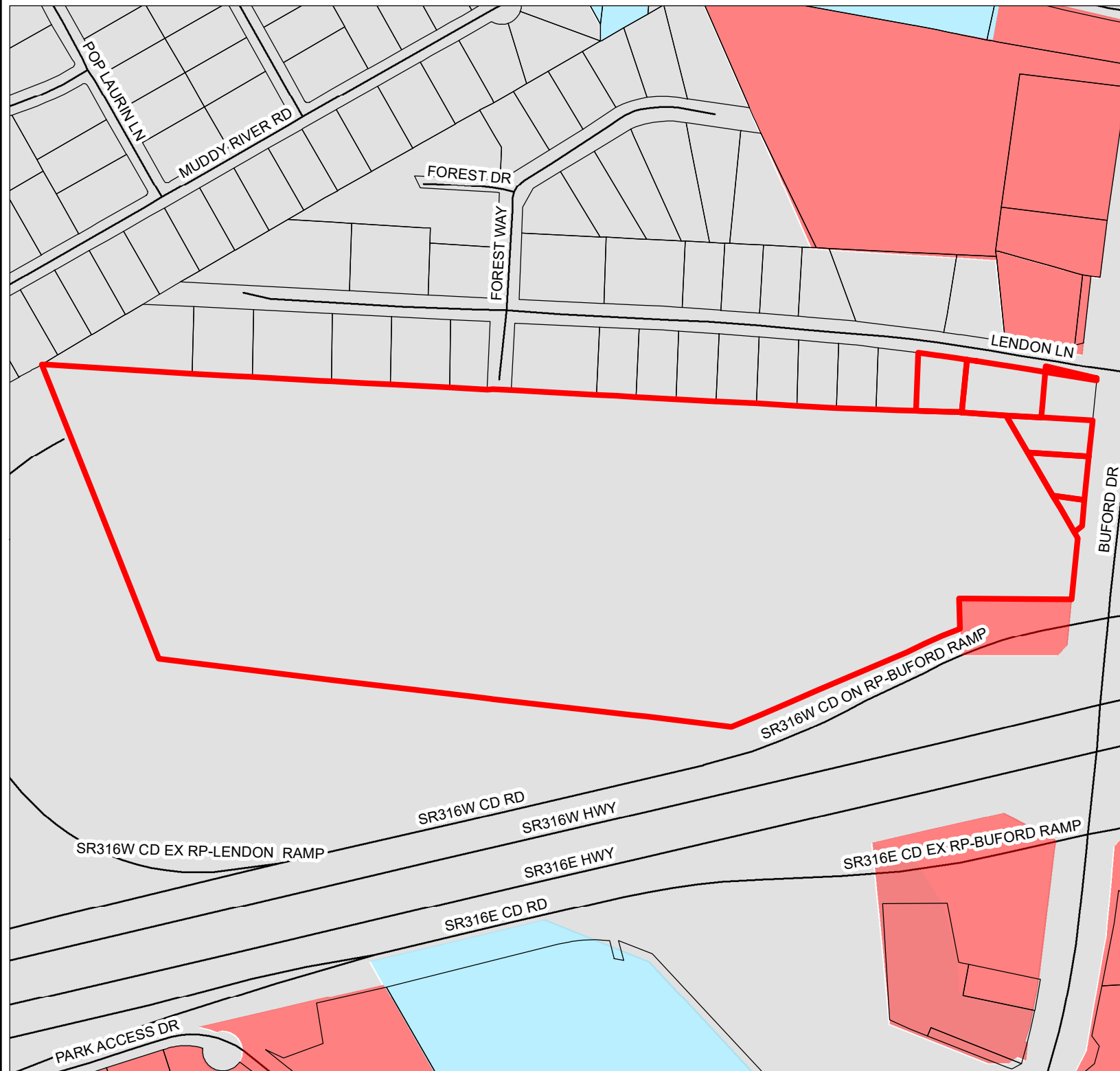
**Address: Buford Drive and
University Parkway**

Legend

-  Subject Properties
-  BG
-  HSB
-  LM
-  Unincorporated
-  Roads



0 100 200
|-----|-----|



SUP2019-00022 - Planning Commission Conditions

Approval of a Special Use Permit for a 361-unit apartment development, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:

- A. The property shall be developed in general accordance with the submitted color renderings, elevations and site plan, dated November 19, 2019, titled TRG – Hwy 316, prepared for The Residential Group, prepared by Studio Architects, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.**
- B. Multifamily attached Dwelling Apartment units, not to exceed 361 apartment units or 20.05 units per acre.**
- C. Multifamily dwelling units shall be constructed in a group of twelve attached units or more, including single-level units located in a multistory building.**
- D. Each unit shall be accessed internally, via a double-loaded corridor (hallway), consisting of apartment units on both sides of the passage corridor connecting twelve or more attached units.**
- E. The buildings must meet the minimum architectural standards set forth in the RM-12 zoning district of the Zoning Ordinance. Final elevations shall be subject to the review and approval of the Director of the Planning and Development Department.**

APPLICANT REVISED CONDITIONS - SUP2019-00025

Approval of Special Use Permit for a Mixed-Use development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:

- A. For the residential component, no more than ~~280~~ **312** apartments shall be allowed. The development shall be a fenced and gated community. ~~Fencing shall be provided in general accordance with the site plan presented at the January 6, 2020 Planning Commission public hearing and comprised of wrought iron style fencing with masonry columns along public right-of-way spaced every 30-50-25 feet, or as approved by the Director of Planning and Development.~~ ~~The~~ with a maximum building height ~~shall be of 55~~ **60** feet. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
- B. Buildings shall be constructed as urban style, flat-roofed or flat-roofed style buildings with primary exterior treatments of brick, **fiber cement siding**, or stacked stone on each elevation **in general accordance with the building elevations presented at the January 6, 2020 Planning Commission public hearing**. Buildings may be constructed with low pitch roofs and decorative parapets and, flat-roofed accents. **Building elevations facing external street right-of-way shall include brick or stacked stone on each such elevation.** The remainder of each elevation may be the same, **fiber cement siding**, glass, stucco, or architectural metal. **Commercial buildings shall have exterior treatments of primarily glass, brick and/or stacked stone on each elevation with accents of stucco or architectural metal.** Building elevations shall be submitted for review and approval of the Director of Planning and Development prior to the issuance of a development permit.
- C. Efficiency and four-bedroom units shall be prohibited, and the complex shall be limited to a maximum of five ~~ten~~ percent of units as three-bedroom apartments.
- D. For the retail component, the following uses shall be prohibited:
 - i. Adult Bookstores or Entertainment
 - ii. Automotive Repair or Parts Stores
 - iii. Bail Bonding
 - iv. Contractors Offices
 - v. Emissions Inspection Stations
 - vi. Equipment Rental
 - vii. Extended Stay Hotels or Motels
 - viii. Hookah/Vapor Bar or Lounge
 - ix. Pawn Shop
 - x. Recovered Materials Processing Facilities
 - xi. Smoke or Novelty Shop
 - xii. Tobacco, **Vape** or Novelty Shop
 - xiii. Tattoo and Body Piercing
 - xiv. Taxidermists
 - xv. Title Loan Facility

xvi. Yard Trimming Composting Facilities

- E. Enclosed garages of 10% of the parking required by the development shall be provided for the residential component. Garages shall be located to the rear of the site and the architectural look shall be in general conformance with the building exterior of the development and shall be approved by the Director of Planning and Development.**
- F. Interior unit features shall include stainless steel appliances, stone countertops, and primarily faux hardwood floors.**
- G. The residential component shall be a gated community, with automatic card access gates at all entrances/exits. The access gate system is required to be properly maintained and functional at all times, with any required repairs to be made within one week. Fencing shall be wrought iron style type fencing with masonry columns spaced every 25 feet.**

2. To abide by the following site development considerations:

- A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- B. Provide a 20-foot landscape strip with evergreens consisting of understory and canopy trees along Buford Drive, and the northern property line, ~~and eastern property line~~; except (i) where parking will be provided **and (ii) where not in accordance with Georgia Power easements**, ~~encroaching into the rear side setback~~. Final landscaping design shall be subject to review and approval of the Director of the Planning and Development Department.
- C. Ground Signage shall be limited to one-monument type sign along Buford Drive (**per parcel**). The sign shall have a minimum two-foot-high brick base, complementing the buildings' architectural treatments, subject to the review and approval of the Director of the Planning and Development Department.
- D. All grassed areas within the development shall be sodded.
- E. All utilities shall be placed underground.
- F. Outdoor commercial sales or storage shall be prohibited.
- G. Window signage (signs displayed on the interior or exterior of the business windows) shall be prohibited, except for open/closed signs required by city, county, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
- H. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons

or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.

- I. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
- J. Peddlers and/or parking lot sales shall be prohibited.
- K. Outdoor loudspeakers shall be prohibited.
- L. Dumpster/compacter locations shall be screened by a 100% opaque brick or stack stone wall with an opaque metal gate enclosure.
- M. In the event of residential tenant eviction, any belongings of the tenant will be placed of the subject property that is not visible from public-right-of-way unless otherwise required by law.
- N. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- O. **Detention ponds shall include a six-foot tall black vinyl coated chain link fence and landscaping so as to be screened from view of adjacent property or rights of way.**
- P. **Development shall include amenities for residents including a resort style pool and clubhouse, fitness center, outdoor fire pits and grilling stations. Design and location of amenities shall be subject to the review and approval by the Director of Planning and Development.**
- Q. **If approved by GDOT and before the first CO is provided for the development, the developer shall provide a new traffic signal at the entrance to the development on SR 20 at no cost to the City. New traffic signal shall utilize City standard Black Mast Poles.**
- R. **Existing structure on outparcel 3 shall be demolished as part of the first phase of development on the site.**

Traffic Impact Study

Proposed Lendon Connector Residential Development
City of Lawrenceville, Gwinnett County, Georgia

May 14, 2020

RZC2019-00010
SUP2019-00022
Received: 06.12.2020
Planning & Development

MARC R. ACAMPORA, PE, LLC
TRAFFIC ENGINEERING



Traffic Impact Study

Proposed Lendon Connector Residential Development
City of Lawrenceville, Gwinnett County, Georgia

study prepared for:

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Lawrenceville, Georgia 30043

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Introduction

This study assesses the traffic impact of a proposed residential development in the City of Lawrenceville, Georgia. The site is located along the south side of the Lendon Connector east of the ramps from Georgia State Route 316 (University Highway) and Collins Hill Road, as shown in the location map in Figure 1. The site will be developed with 361 multi-family residential units. One full-movement vehicular access will be provided on the south side of the Lendon Connector (an emergency access and an interparcel connection to future development are proposed at the eastern end of the site).

The purpose of this traffic impact study is to determine existing traffic operating conditions in the vicinity of the proposed development, project future traffic volumes, assess the impact of the subject development, then develop conclusions and recommendations to mitigate the project traffic impact and ensure safe and efficient existing and future traffic conditions in the vicinity of the project.

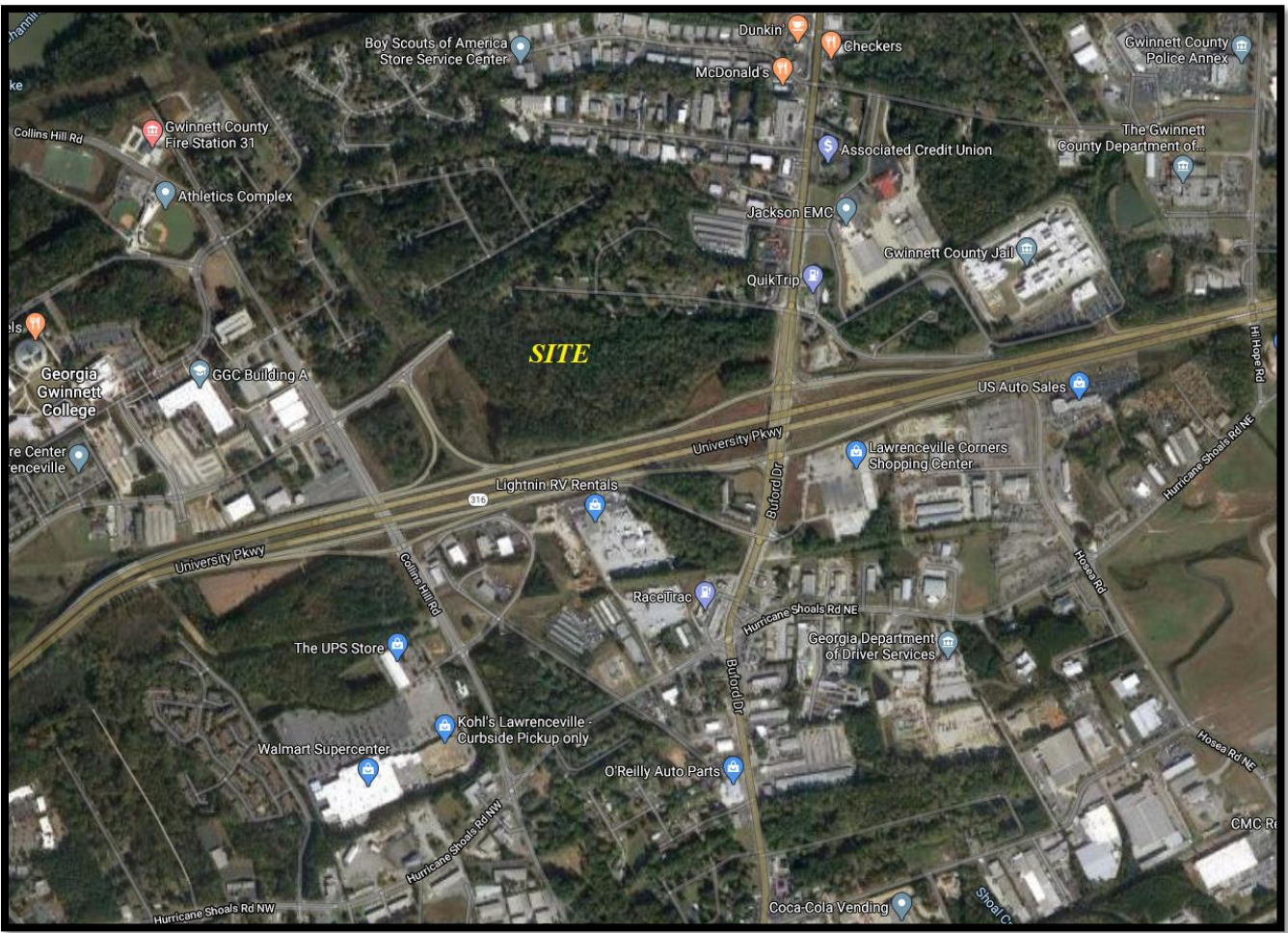


Figure 1 – Site Location Map

Existing Traffic Conditions

Existing traffic conditions in the vicinity of the proposed residential development were assessed. The following is a description of existing transportation facilities, traffic volumes, and intersection operations.

Description of Existing Roadways

The Lendon Connector is a short roadway segment connecting Collins Hill Road to the ramps to GA 316, then terminating a short distance to the east. The road is planned to eventually connect to Buford Drive. West of Collins Hill Road, the road is named Collins Industrial Way, which provides a major access point for Georgia Gwinnett College (GGC). The Lendon Connector has two lanes in each direction while Collins Industrial Way has one lane per direction. No posted speed limit was observed on the Lendon Connector while the posted speed limit on Collins Industrial Way is 25 mph. The terrain is gently rolling and both the eastbound approach and westbound approach have an uphill grade approaching Collins Hill Road.

University Highway (Georgia State Route 316) is an east/west limited access freeway that connects Interstate 85 to the outskirts of Athens. In the vicinity of the site, the road has two through lanes in each direction. There are eastbound ramps at GA 316 and Collins Hill Road, westbound ramps at GA 316 and the Lendon Connector, and a full interchange at GA 316 and Buford Drive. The terrain is level to very gently rolling and the posted speed limit in this area is 55 mph. In 2018 (the most recent year for which counts were available at study time) the Georgia Department of Transportation (Georgia DOT) recorded an Annual Average Daily Traffic (AADT) volume of 54,500 vehicles per day (vpd) on GA 316 at the Lendon Connector ramps.

Collins Hill Road is a north/south urban minor collector that begins at Old Peachtree Road, to the north, crosses GA 316 with ramps from/to eastbound GA 316, then continues to the south and changes names at Hurricane Shoals Road to Northdale Road before terminating at North Clayton Street. Near the Lendon Connector, Collins Hill Road has two through lanes per direction. There are northbound exclusive left and right turn lanes and a southbound left turn lane on Collins Hill Road at its signalized intersection with the Lendon Connector. The terrain is gently rolling, with a notable grade change over the bridge over GA 316, and the posted speed limit is 40 mph near Collins Industrial Way. The 2018 Georgia DOT AADT on Collins Hill Road south of Countryside Place (north of the study area) was 10,600 vpd.

Buford Drive (Georgia State Routes 20 and 124) is a generally north/south urban principal arterial that provides regional mobility through this portion of the state. In the vicinity of the proposed development, the road has three through lanes in each direction (two southbound and three northbound a short distance north of Lendon Lane, then two lanes per direction further north). There are exclusive left turn lanes in both directions on Buford Drive at its signalized intersection with Lendon Lane / Reynolds Road. The terrain along Buford Drive is level to very gently rolling in the study area and the posted speed limit is 45 mph. The 2018 Georgia DOT AADT on Buford Drive north of Lendon Lane was 50,300 vpd.

Pedestrian, Bicycle, and Transit Accessibility

There are sidewalks along both sides of all the major roads in the vicinity of the proposed residential development. A segment of sidewalk is missing on the west side of Buford Drive just north of Lendon Lane. There are crosswalks and pedestrian signals on all legs of both signalized study intersections. There is a striped designated bicycle lane on Collins Hill Road but it is only sporadically designated and not separated from the very busy adjacent lanes of traffic. The Bike Lane sign in the southwest corner of the Collins Hill Road / Collins Industrial Way intersection is broken off its post and on the ground. Gwinnett County Transit provides regularly-scheduled bus service in this area, with Bus Route 45 serving Collins Hill Road.

Photographs 1 through 6 show existing transportation conditions in the vicinity of the subject development.



Photograph 1 – Collins Industrial Way Facing East at Collins Hill Road



Photograph 2 –Collins Hill Road Facing South at Collins Hill Industrial Way / Lendon Connector



Photograph 3 – Southbound Collins Hill Road Showing Bike Lane and Damaged Sign



Photograph 4 – Lendon Connector Facing West from its Terminus East of GA 316 Ramps



Photograph 5 – Buford Drive Facing South at Lendon Lane



Photograph 6 – Lendon Lane Facing East at Buford Drive

Existing Traffic Volumes

The preparation of this traffic study coincided with the quarantining and statewide school closures due to the COVID-19 pandemic. The roads in the vicinity of the proposed residential development, and throughout the state, saw dramatic decreases in volumes. Therefore, existing traffic volume counts could not be collected. Previously-collected traffic volume counts were obtained from Gwinnett County at the following intersections:

1. Collins Hill Road at Collins Industrial Way / Lendon Connector
2. Buford Drive at Reynolds Road / Lendon Lane

The counts at Collins Hill Road were collected on Wednesday, September 28, 2016 while the counts at Buford Drive were collected on Tuesday, September 10, 2019. Both counts were collected through the morning and evening peak time periods and area schools were in standard session on the days on which the counts were recorded. From the count data, the highest four consecutive 15-minute interval volumes at each intersection, during each time period, were determined. These volumes make up the typical weekday a.m. and p.m. peak hour traffic volumes at that intersection on the date of the counts.

In addition to the intersection turning movement counts, Georgia DOT AADT volume counts were obtained on nearby roadways for the five years from 2014 through 2018 (the latest year for which counts were available at the time of this study). Table 1 presents the historic Georgia DOT counts and the annual growth rates between

the counts. Based on the historic growth trends, the counts at the two study intersections were adjusted to 2020 volumes under typical conditions. The volumes at the Collins Hill Road intersection were increased by 4.1% while no adjustment was applied to the counts at Buford Drive. This produces the calculated 2020 “existing” volumes at each intersection. The “existing” a.m. and p.m. peak hour turning movement volumes are shown in Figure 2. The raw count data is found in Appendix A.

Table 1 – Historic Georgia DOT Traffic Volume Counts and Annual Growth Rates

Year	Collins Hill S of Countryside	Annual Growth	Buford N of Lendon	Annual Growth	GA 316 at Lendon Cn	Annual Growth	H’cane Shls E of Collins	Annual Growth
Station ID	135-6663		135-0127		135-0247		135-0589	
2014	11,800		37,700		57,000		13,100	
2015	12,300	4.2%	46,100	22.3%	58,900	3.3%	13,700	4.6%
2016	12,600	2.4%	47,600	3.3%	48,600	-17.5%	14,000	2.2%
2017	12,900	2.4%	50,400	5.9%	50,900	4.7%	13,100	-6.4%
2018	10,600	-17.8%	50,300	-0.2%	54,500	7.1%	13,300	1.5%
Avg Growth		-2.6%		7.5%		-1.1%		0.4%

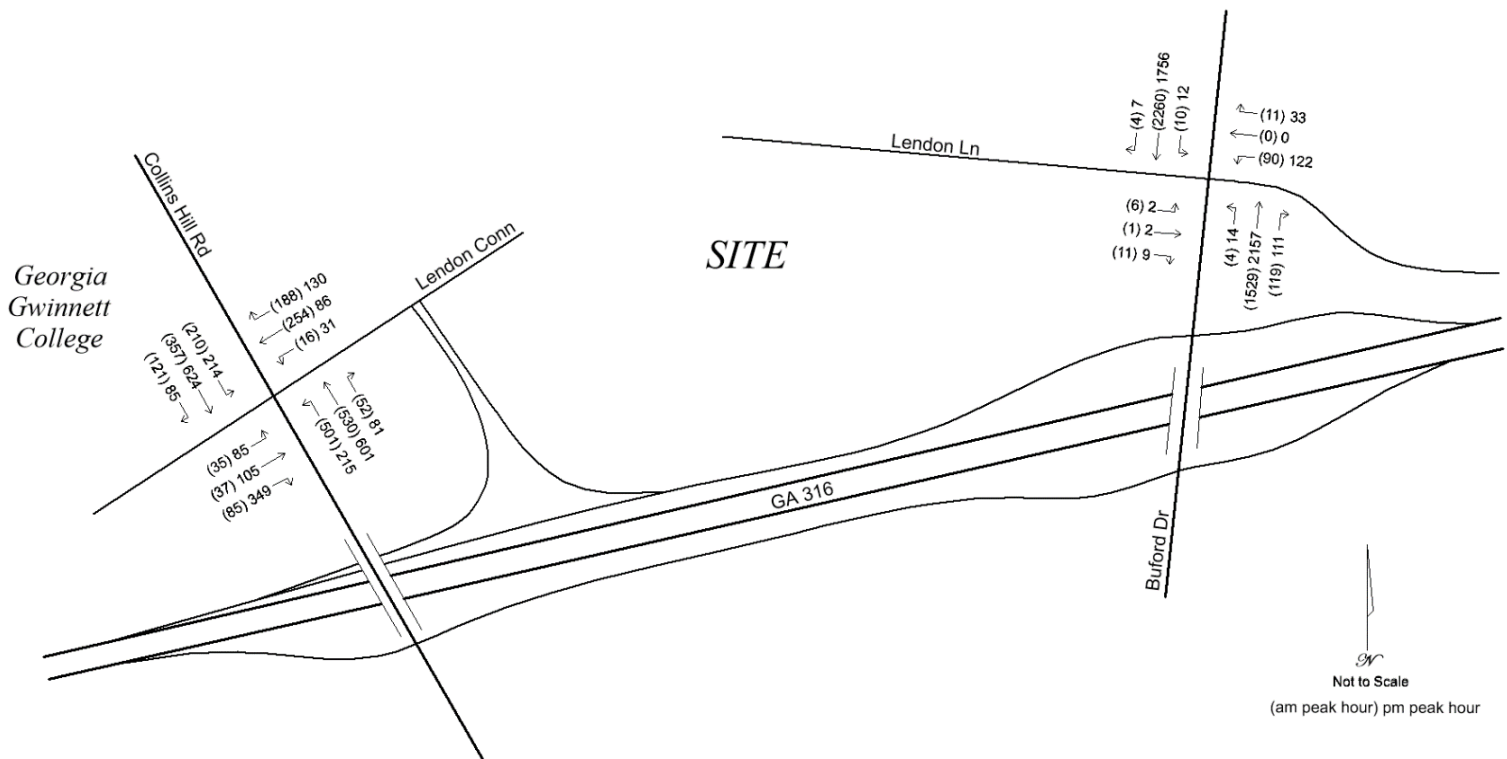


Figure 2 – Existing* Weekday A.M. and P.M. Peak Hour Traffic Volumes

*see text

Existing Intersection Operations

Existing traffic operations were analyzed at the counted intersections using Synchro software, version 10, in accordance with the methodology presented in the Transportation Research Board's 2016 *Highway Capacity Manual (HCM 6)*. The results of the analysis are shown in Table 2. Computer printouts containing detailed results of the analysis are located in Appendix C. Levels of service and delays are provided for the overall intersection and for each approach or controlled movement. Intersections or approaches that "fail" (operate at LOS E or LOS F) are shown in bold type.

Table 2 – Existing Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Collins Hill Road at Collins Industrial Way / Lendon Connector	C	30.0	D	44.4
northbound approach	C	25.8	C	21.8
southbound approach	C	27.2	C	26.1
eastbound approach	C	26.5	F	124.5
westbound approach	D	43.4	C	25.3
2. Buford Drive at Reynolds Road / Lendon Lane	B	10.1	B	11.5
northbound approach	A	7.2	B	10.4
southbound approach	A	9.0	A	8.7
eastbound approach	E	64.3	E	63.9
westbound approach	E	57.9	E	55.3

The existing analysis reveals generally acceptable operations at the two study intersections. The results show higher side street delays at both intersection due to the signal timing favoring the major streets (Collins Hill Road and Buford Drive). This is logical because the volumes on the major streets are notably higher than the side street approaches and, therefore, receive a higher proportion of allocation of the greentime on the signals. At Lendon Lane and Reynolds Road, the side street volumes that are experiencing the LOS E are relatively low. Allocating more greentime to those side street approaches would reduce those delays but would increase delays for many more vehicles on Buford Drive and is, therefore, not recommended.

At Collins Industrial Way /Lendon Connector, the side street approach volumes are higher than at Lendon Lane /Reynolds Road and this produces significant side street delays in the p.m. peak. The eastbound right turn volume from Collins Industrial Way is heavy but there is no exclusive right turn lane – the right turns are shared with the throughs, which precludes right turns on red once the through movements block the right turns. This geometry also precludes the addition of a right turn overlap phase on the signal which would provide a green arrow on the signal for those right turners concurrently with the protected phase of the northbound left turners from Collins Hill Road. Adding this eastbound right turn lane and overlap phase would allow all approaches to operate acceptably. However, there is a retaining wall on the northwest and southwest corners of this intersection that reduces the feasibility of widening Collins Industrial Way to add this right turn lane. Likewise, the southbound

right turn volumes on Collins Hill Road at Collins Industrial Way are sufficient to merit consideration of the addition of an exclusive right turn lane. However, the retaining wall for the Georgia Gwinnett College parking lot reduces the feasibility of constructing this lane. Additional greentime could be allocated to the side street approaches which would reduce these delays, but would increase delays on Collins Hill Road. These side street delays, and the potential mitigation identified, describe existing conditions in 2020, irrespective of whether or not the proposed residential development is built.

No-Build Traffic Conditions

A future “no-build” condition was developed to identify future traffic operations with other growth and development in the area, but not including the proposed residential development. This allows the traffic impact of the subject development to be isolated from the future conditions that will exist whether or not this project is developed.

No-Build Lanes and Traffic Control

A new roadway, the Lendon Connector, is proposed to extend from its current terminus, just east of the ramps from GA 316, to Buford Drive. This roadway will pass the subject residential development and intersect with Buford Drive at the existing signalized intersection with Lendon Lane and Reynolds Road. Lendon Lane, a local residential street, will tie into the new connector roadway just west of Buford Drive. The no-build analysis assumes that the Lendon Connector will be built by the time the subject residential development is built-out. Based on conceptual plans for this connector, the lane geometry assumed for the connector consists of one through lane per direction with a center two-way left turn lane (or a median with a westbound left turn lane at the project access, modeled the same way in the capacity analysis). The lane geometry and signal phasing at the Collins Hill Road / Lendon Connector intersection and the Buford Drive / Lendon Connector intersection were assumed to remain the same as existing.

No Build Traffic Volumes

The 2020 traffic volumes developed for the two study intersections were shifted, by movement, to account for travel patterns that are expected when the Lendon Connector is completed. For example, some eastbound trips on Collins Industrial Way that wish to travel on Buford Drive may currently turn left onto Collins Hill Road and some may currently turn right on Collins Hills Road then turn left onto GA 316, then exit at Buford Drive. Some of the current eastbound left turns and right turns were shifted to eastbound throughs from Collins Industrial Way to the Lendon Connector, then added to the eastbound approach of the Lendon Connector at Buford Drive. Adjustments were also made for other movements at the Buford Drive intersection to account for this shift. Similar shifts were made for other movement combinations between the two study intersections after they are connected.

The primary benefit of the Lendon Connector connecting through to Buford Drive will be east/west connectivity north of, and parallel to, GA 316. This connectivity will benefit trips entering and exiting Collins Industrial Way that wish to travel to and from the north on Buford Drive. Likewise, the connection will benefit trips entering and exiting Reynolds Road that wish to travel to and from the north on Collins Hill Road, though these trips will be much lower since there is less traffic on Reynolds Road than on Collins Industrial Way and less trip attraction to the north on Collins Hill Road than on Buford Drive. There will also be improved east/west mobility between areas just to the north on Collins Hill Road and areas to the north on Buford Drive, which trips may currently use GA 316 or Russell Road. Some of the small volume of trips generated by the homes on Lendon Lane may use the Lendon Connector to access Collins Hill Road and Collins Industrial Way. The Lendon Connector will provide excellent access for the proposed residential development that is the subject of this study, both to the east and west.

The shifted volumes at the two study intersections were then increased to account for general growth and development that will occur in the area while the proposed residential development is being constructed. Table 1 in this report identified historic traffic volume trends on roadway segments in the study area. Based on those trends, an annual growth rate of 2% was selected and applied to the counted volumes for a period of five years during which the proposed residential development is anticipated to be built and become operational. The overall growth rate of 2% for five years equates to a 10.4% growth rate. The shifted volumes increased by this growth rate produces the future no-build volumes at the study intersections. The traffic volume worksheets in Appendix A show the shifted volumes and the growth factor applied for each movement at each study intersection.

No-Build Intersection Operations

The study intersections were re-evaluated for the no-build condition using the no-build lane geometry and projected volumes as described above. The results of the analysis are shown in Table 3. Computer printouts containing detailed results of the no-build analysis are located in Appendix D. Levels of service and delays are provided for the overall intersection and for each approach or controlled movement. Intersections or approaches that “fail” (operate at LOS E or LOS F) are shown in bold type.

Table 3 – No-Build Intersection Operations

Intersection / Approach	A.M. Peak Hour		P.M. Peak Hour	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Collins Hill Road at Collins Industrial Way / Lendon Connector	C	33.6	D	45.0
northbound approach	C	30.9	D	36.8
southbound approach	C	32.9	D	37.5
eastbound approach	C	26.2	F	88.2
westbound approach	D	39.9	C	20.1
2. Buford Drive at Reynolds Road / Lendon Connector	B	14.3	B	19.0
northbound approach	A	8.3	B	15.3
southbound approach	B	11.9	B	14.1
eastbound approach	E	66.2	E	60.8
westbound approach	E	61.8	E	59.7

As would be expected, delays will increase at both intersections due to the increases in background traffic volumes. However, delays on some approaches will decrease due to the shifting in volumes due to the completion of the Lendon Connector. The eastbound approach of the Lendon Connector at Buford Drive will incur comparably-high delays per vehicle as the existing low-volume Lendon Lane approach, but those delays will be incurred by more vehicles due to the connection through to Collins Hill Road. As with the existing analysis, these results describe conditions that will exist whether or not the proposed residential project is developed.

Project Traffic Characteristics

This section describes the anticipated traffic characteristics of the proposed residential development, including a site description, how much traffic the project will generate, and where that traffic will travel.

Project Description

The site will be developed with 361 multi-family residential units. One full-movement vehicular access will be provided on the south side of the Lendon Connector (an emergency access and an interparcel connection to future development are proposed at the eastern end of the site). The site plan is presented in Figure 3.

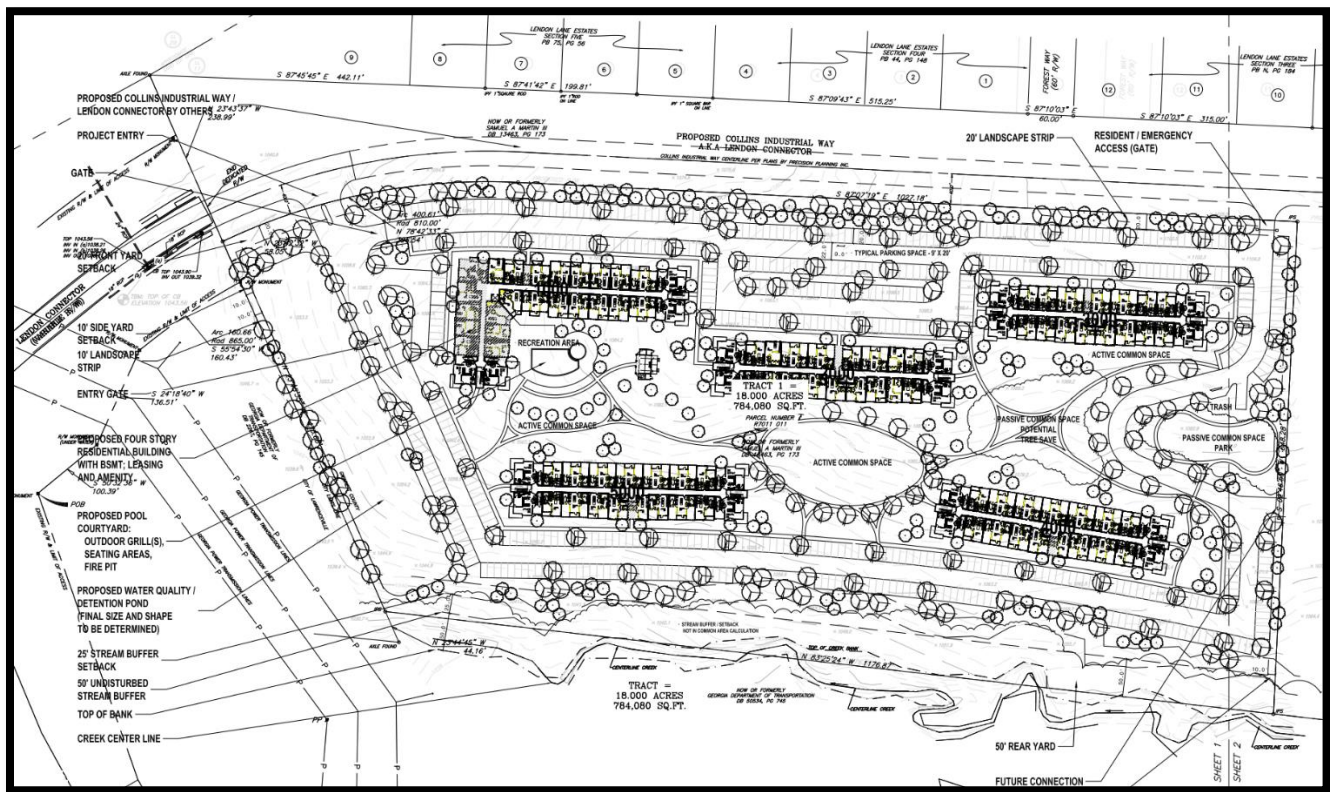


Figure 3 – Site Plan

Trip Generation

The volume of traffic that will be generated by the proposed residential development was calculated using the equations in the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 10th Edition with Supplement* (the current edition). ITE Land Use 221 – Multi-Family Housing (Mid-Rise) was chosen as representative of the proposed use.

For comparison purposes, the trips that would be generated by this site was alternatively developed with an office park, were also calculated. The trip generation for the proposed residential development, and a comparison with an alternative office park development, is summarized in Table 4.

Table 4 – Lendon Connector Residential Development Trip Generation

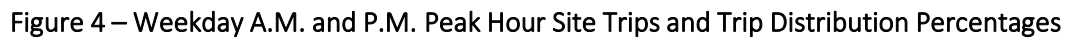
Land Use	ITE Code	Size	A.M. Peak Hour			P.M. Peak Hour			24-Hour
			In	Out	Total	In	Out	Total	2-Way
Multi-Family Housing (Mid-Rise)	221	361 units	31	89	120	93	59	152	1,966
Alternative Office Park		540,000 ft ²	692	86	778	40	538	578	6,000

The project will generate 120 new trips in the morning peak hour, 152 new trips in the evening peak hour, and 1,966 new daily trips.

If the site were developed with an office park, it would generate significantly more trips than the proposed residential development. The traffic flows of an office development would be generally opposite those of a residential use. Residential trips will heavily favor the outbound direction in the morning while office trips will favor inbound in the morning. Conversely, residential trips will favor inbound in the evening while office trips will be heavily outbound.

Trip Distribution and Assignment

The trip distribution percentages indicate what proportion of the project's new trips will travel to and from various directions. The trip distribution percentages were developed based on the locations and proximity of likely trip origins and destinations and the routes of travel to and from those areas. The project trips will travel during the peak times primarily to employment centers such as downtown Lawrenceville, the Pleasant Hill Road corridor, Gainesville, and Atlanta. Other project trips will be made to schools, including nearby Georgia Gwinnett College, and retail shopping. Figure 4 shows the project trip distribution percentages and the trips that will be generated solely by the project. Appendix A includes traffic volume worksheets that show the project trips assigned by movement at each study intersection and the project access.



Future Traffic Conditions

A future “build” condition was developed for the anticipated project build-out year of 2025. The build volumes consist of the no-build volumes plus the trips that will be generated by the proposed residential development. The build volumes are shown in Figure 5.

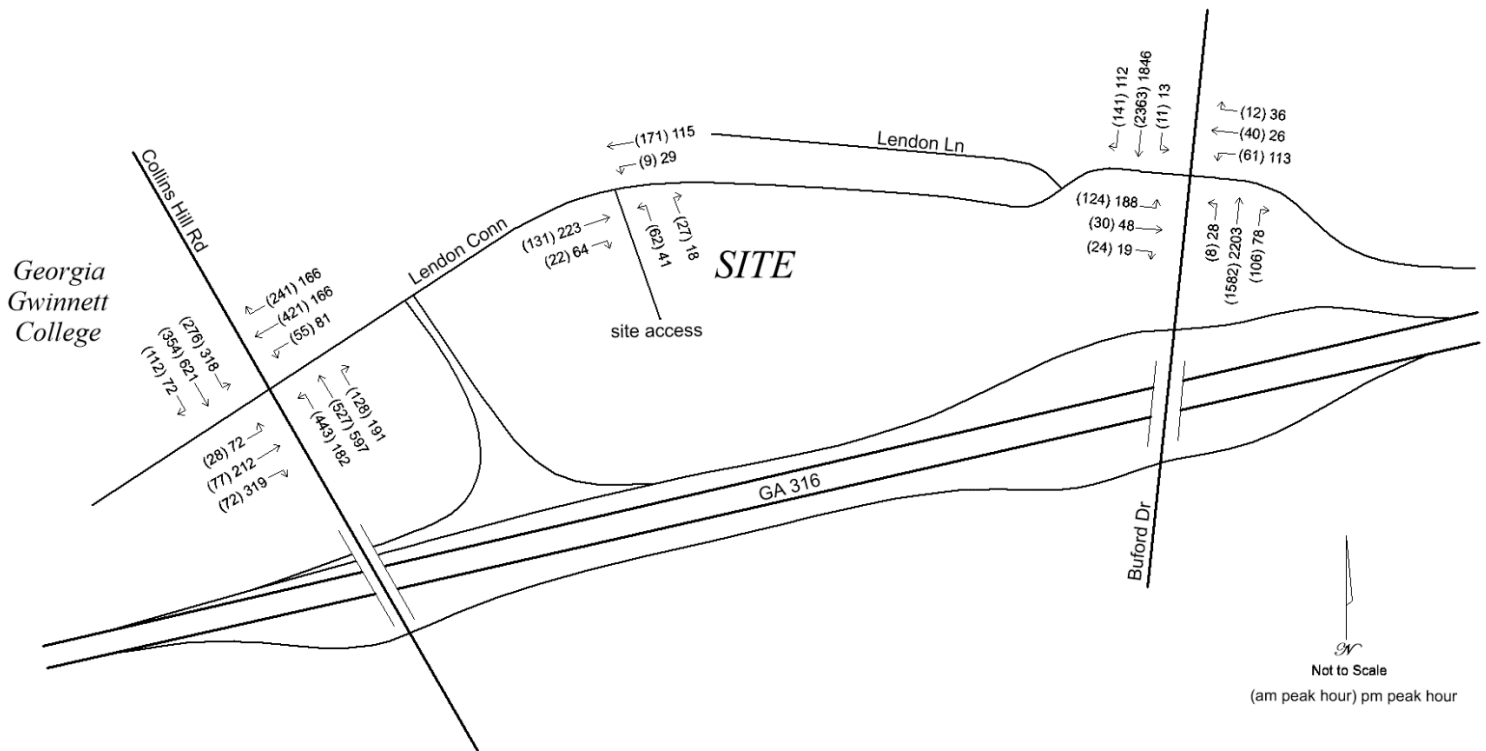


Figure 5 – Future Weekday A.M and P.M. Peak Hour Traffic Volumes

Lane Configuration at Site Access

The analysis of the residential development access on the Lendon Connector includes one through lane per direction with a center two-way left turn lane on the Lendon Connector (or a median with a westbound left turn lane at the project access, modeled the same way in the capacity analysis). The site access on the Lendon Connector was reviewed for Gwinnett County lane requirements. The Gwinnett County Unified Development Ordinance (UDO) Section 900-30 Project Access Improvements, Subsection 900-30.2 applies to Multi-Family and Non-Residential Developments. For this traffic study, when applying the UDO, it will be assumed that Lendon Connector will be a collector.

The code states that a deceleration lane will be required at each project driveway that is provided access to a minor collector or major thoroughfare. Based on the road classification assumed above, a deceleration lane is required at the site access on the Lendon Connector. The UDO states that the deceleration lane shall have 200 feet of full-width storage (12 feet) and an additional 50 foot taper.

The UDO states that left turn lanes shall be provided in accordance with Gwinnett County DOT's *Criteria and Guidelines for Left Turn Lanes*. That document's Table 2 applies to multi-family developments and is presented below as Table 5.

Table 5 – Gwinnett County Left Turn Lane Criteria for Multi-Family Developments

Posted Speed Limit (mph)	2 Lane Routes -----ADT-----		More Than 2 Lanes on Main Road -----ADT-----	
	<6000	>=6000	<10,000	>=10,000
30 to 35	175 units	110 units	245 units	175 units
40 to 50	145 units	95 units	195 units	145 units
>= 55	110 units	75 units	145 units	110 units

For two-lane roads with an ADT greater than 6,000 vpd (assumed, to be conservative, though it is likely that the Lendon Connector may carry a lower ADT) and an anticipated posted speed limit of 40 mph, the multi-family threshold for requiring a left turn lane at the site access on the Lendon Connector is 95 units. The proposed 361 units exceed this threshold. Therefore, a westbound left turn lane will be required at the site access. The conceptual design of the Lendon Connector and the existing cross-section east of the GA 316 ramps includes a center two-way left turn lane from which the project left turns can be accommodated. This would serve as the project's westbound left turn lane.

Future Intersection Operations

An operational analysis was performed for the anticipated 2025 project build-out conditions. The analysis was performed for the two study intersections and the proposed project access. The analysis assumes the site access will allow full turning movements with one inbound and two outbound lanes, stripes as a left and a right turn lane, and side street stop sign control. The analysis assumes that left and right turn lanes will be provided on the Lendon Connector at the site access as identified above. Table 6 presents the results the future analysis. The results of the no-build analysis are also reproduced in Table 6 to provide a side-by-side comparison of traffic operations without and with the proposed residential development. Computer printouts containing detailed results of the analysis are located in Appendix E. Levels of service and delays are provided for the overall intersection and for each approach or controlled movement. Intersections or approaches that "fail" (operate at LOS E or LOS F) are shown in bold type.

Table 6 – No-Build and Future Intersection Operations

Intersection / Approach	A.M. Peak Hour				P.M. Peak Hour			
	No-Build		Build		No-Build		Build	
	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)	LOS	Delay (s/veh)
1. Collins Hill Rd at Collins Industrial Way / Lendon Connector	C	33.6	C	34.7	D	45.0	D	46.9
northbound approach	C	30.9	C	30.6	D	36.8	D	40.5
southbound approach	C	32.9	C	32.5	D	37.5	D	42.3
eastbound approach	C	26.2	C	27.0	F	88.2	F	86.6
westbound approach	D	39.9	D	44.4	C	20.1	B	16.5
2. Buford Drive at Reynolds Road / Lendon Lane	B	14.3	B	15.6	B	19.0	B	19.9
northbound approach	A	8.3	A	8.9	B	15.3	B	15.5
southbound approach	B	11.9	B	13.2	B	14.1	B	15.1
eastbound approach	E	66.2	E	66.1	E	60.8	E	63.3
westbound approach	E	61.8	E	61.9	E	59.7	E	59.6
3. Lendon Connector at Site Access			A	2.5			A	2.0
northbound left turn (exit site)			B	11.8			B	12.5
northbound right turn (exit site)			A	9.2			A	9.8
westbound left turn (enter site)			A	7.6			A	8.0

The future build analysis shows comparable operations to the no-build condition, with slight increases in delays due to the addition of the project's trips. For example, at the Collins Hill Road intersection, the overall delay increases by 1.1 seconds per vehicle in the a.m. and 1.9 seconds per vehicle in the p.m. due to the addition of the residential development's trips. This is an imperceptible change for motorists. Some approaches may actually experience slight decreases in average delays per vehicle during some time periods due to increased signal efficiency in processing slightly more vehicles on certain movements.

The same issues from the existing and no-build conditions will carry through to the future. The site access will operate well, with low delays. All of those low delays at the site access will be incurred by site trips, with effectively zero impedance to other vehicles on the Lendon Connector. The traffic impact of the proposed residential development will be small and will generally be imperceptible to the motoring public.

Conclusions and Recommendations

This traffic impact study evaluates the impact of a proposed residential development in the City of Lawrenceville. Vehicular access will be provided one full-movement driveway on the future Lendon Connector. The following is a summary of the findings and recommendations of this study:

1. Existing traffic operations at the two study intersections are generally acceptable. Traffic volumes are very heavy on Buford Drive and heavy on Collins Hill Road. The signal timing at both intersections appropriately favors the north/south through movements on the major streets, resulting in high side street delays. The volumes incurring these delays are lower at Lendon Lane / Reynolds Road but more notable at Collins Industrial Way / Lendon Connector. Changing the signal timing to increase the proportion of green time for the side streets would reduce those delays, but would increase delays for many more vehicles on the major streets. Therefore, no changes are recommended in the operations of the traffic signals.
2. Mitigation was identified to reduce existing delays. Adding an eastbound right turn lane on Collins Industrial Way at Collins Hill Road would reduce the side street delays substantially, especially in the p.m. peak. A southbound right turn lane on Collins Hill Road at Collins Industrial Way would also be beneficial. However, retaining walls reduce the feasibility of constructing these lanes. These lanes would mitigate existing delays, whether or not the proposed residential development is built.
3. A new roadway, the Lendon Connector, is proposed to extend from its current terminus, just east of the ramps from GA 316, to Buford Drive. This roadway will pass the subject residential development and intersect with Buford Drive at the existing signalized intersection with Lendon Lane and Reynolds Road. Lendon Lane, a local residential street, will tie into the new connector roadway just west of Buford Drive.
4. The no-build analysis assumes the Lendon Connector will be completed, connecting Collins Hill Road to Buford Drive, by the time the proposed residential development is built. Traffic operations in the no-build condition at the two study intersections will be comparable to the existing with some increases in delays.
5. The proposed residential development will generate 120 new trips in the a.m. peak hour, 152 new trips in the p.m. peak hour, and 1,966 daily new trips.
6. A trip generation comparison if the site was alternatively developed with an office park reveals substantially higher trips from the office park with 778 new trips in the a.m. peak hour, 578 new trips in the p.m. peak hour, and 6,000 daily new trips.
7. The future condition with the project trips is expected to be comparable to the no-build condition. The project access will operate well, with low delays. The traffic impact of the proposed residential development will be small and will generally be imperceptible to the motoring public.

8. The Gwinnett UDO and Left Turn Lane Policy require an eastbound right turn lane and a westbound left turn lane on the Lendon Connector at the site access. The westbound left turns are expected to be accommodated in the center two way left turn lane that is part of the conceptual design of the Lendon Connector.
9. The site access should be built with one entering lane and one or two exiting lanes (either will operate acceptably) and the exiting approach should be controlled by stop sign and accompanying stop bar.
10. The project civil/site engineer is advised to refer to applicable driveway design standards to ensure design compliance at the project access.

Appendix A

Traffic Count Data and Volume Worksheets

Lendon Connector Residential Development - Traffic Impact Study
City of Lawrenceville, Gwinnett County, Georgia

May 2020

Intersection: 1. Collins Hill Road and Collins Industrial Way / Lendon Connector

Weekday A.M. Peak Hour

	Northbound Collins Hill Road				Southbound Collins Hill Road				Eastbound Collins Industrial Way				Westbound Lendon Connector			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, September 28, 2016, 7:15-8:15)	481	509	50	1040	202	343	116	661	34	36	82	152	15	244	181	440
Adjustment to May 2020	4.1%	4.1%	4.1%		4.1%	4.1%	4.1%		4.1%	4.1%	4.1%		4.1%	4.1%	4.1%	
Calculated May 2020 Volumes	501	530	52	1082	210	357	121	688	35	37	85	158	16	254	188	458
Volumes Shifted for Completed Lendon Connector	401	477	105	983	246	321	101	668	25	67	65	157	32	374	207	613
Total Annual Background Growth	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
No-Build Volumes	443	527	116	1085	272	354	112	738	28	74	72	173	35	413	229	677
Lendon Connector Residential Trips	0	0	12	12	4	0	0	4	0	3	0	3	20	8	12	40
Build Volumes	443	527	128	1097	276	354	112	742	28	77	72	176	55	421	241	717

Weekday P.M. Peak Hour

	Northbound Collins Hill Road				Southbound Collins Hill Road				Eastbound Collins Industrial Way				Westbound Lendon Connector			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Wednesday, September 28, 2016, 4:30-5:30)	207	578	78	863	206	600	82	888	82	101	335	518	30	83	125	238
Adjustment to May 2020	4.1%	4.1%	4.1%		4.1%	4.1%	4.1%		4.1%	4.1%	4.1%		4.1%	4.1%	4.1%	
Calculated May 2020 Volumes	215	601	81	898	214	624	85	924	85	105	349	539	31	86	130	248
Volumes Shifted for Completed Lendon Connector	165	541	141	847	276	562	65	903	65	185	289	539	62	146	143	351
Total Annual Background Growth	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
No-Build Volumes	182	597	156	935	305	621	72	997	72	204	319	595	68	161	158	388
Lendon Connector Residential Trips	0	0	35	35	13	0	0	13	0	8	0	8	13	5	8	26
Build Volumes	182	597	191	970	318	621	72	1010	72	212	319	603	81	166	166	414

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Lendon Connector Residential Development - Traffic Impact Study

City of Lawrenceville, Gwinnett County, Georgia

May 2020

Intersection: 2. Buford Drive (GA 20 / GA 124) and Reynolds Road / Lendon Connector

Weekday A.M. Peak Hour

	Northbound Buford Drive				Southbound Buford Drive				Eastbound Lendon Lane/Connector				Westbound Reynolds Road			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Tuesday, September 10, 2019, 7:30-8:30)	4	1529	119	1652	10	2260	4	2274	6	1	11	18	90	0	11	101
Adjustment to May 2020	0.0%	0.0%	0.0%		0.0%	0.0%	0.0%		0.0%	0.0%	0.0%		0.0%	0.0%	0.0%	
Calculated May 2020 Volumes	4	1529	119	1652	10	2260	4	2274	6	1	11	18	90	0	11	101
Volumes Shifted for Completed Lendon Connector	4	1433	96	1533	10	2140	124	2274	102	24	11	137	55	35	11	101
Total Annual Background Growth	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
No-Build Volumes	4	1582	106	1693	11	2363	137	2511	113	26	12	151	61	39	12	112
Lendon Connector Residential Trips	4	0	0	4	0	0	4	4	11	4	12	27	0	1	0	1
Build Volumes	8	1582	106	1697	11	2363	141	2515	124	30	24	178	61	40	12	113

Weekday P.M. Peak Hour

	Northbound Buford Drive				Southbound Buford Drive				Eastbound Lendon Lane/Connector				Westbound Reynolds Road			
	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot	L	T	R	Tot
Counted Volumes (Tuesday, September 10, 2019, 4:30-5:30)	14	2157	111	2282	12	1756	7	1775	2	2	9	13	122	0	33	155
Adjustment to May 2020	0.0%	0.0%	0.0%		0.0%	0.0%	0.0%		0.0%	0.0%	0.0%		0.0%	0.0%	0.0%	
Calculated May 2020 Volumes	14	2157	111	2282	12	1756	7	1775	2	2	9	13	122	0	33	155
Volumes Shifted for Completed Lendon Connector	14	1995	71	2080	12	1672	91	1775	164	42	9	215	102	20	33	155
Total Annual Background Growth	10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%		10.4%	10.4%	10.4%	
No-Build Volumes	15	2203	78	2297	13	1846	100	1960	181	46	10	237	113	22	36	171
Lendon Connector Residential Trips	13	0	0	13	0	0	12	12	7	2	9	18	0	4	0	4
Build Volumes	28	2203	78	2310	13	1846	112	1972	188	48	19	255	113	26	36	175

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Lendon Connector Residential Development - Traffic Impact Study

City of Lawrenceville, Gwinnett County, Georgia

May 2020

Intersection: 3. Lendon Connector and Site Access

Weekday A.M. Peak Hour	Northbound Site Access			Eastbound Lendon Connector			Westbound Lendon Connector		
	L	R	Tot	T	R	Tot	L	T	Tot
Counted Volumes (Wednesday, September 28, 2016, 7:15-8:15)									
Adjustment to May 2020									
Calculated May 2020 Volumes									
Volumes Shifted for Completed Lendon Connector				119		119	155		155
Total Annual Background Growth				10.4%			10.4%		
No-Build Volumes				131		131	171		171
Lendon Connector Residential Trips	62	27	89	0	22	22	9	0	9
Build Volumes	62	27	89	131	22	153	9	171	180

Weekday P.M. Peak Hour	Northbound Site Access			Eastbound Lendon Connector			Westbound Lendon Connector		
	L	R	Tot	T	R	Tot	L	T	Tot
Counted Volumes (Wednesday, September 28, 2016, 4:30-5:30)									
Adjustment to May 2020									
Calculated May 2020 Volumes									
Volumes Shifted for Completed Lendon Connector				202		202	104		104
Total Annual Background Growth				10.4%			10.4%		
No-Build Volumes				223		223	115		115
Lendon Connector Residential Trips	41	18	59	0	64	64	29	0	29
Build Volumes	41	18	59	223	64	287	29	115	144

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PEAK HOUR ITM SUMMARY

#001 Collins Hill Road & Collins Industrial Way

LOCATION#:	001	QTD PROJ#:	2016282	AM PEAK:	715 AM
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016	MD PEAK:	100 PM
EAST / WEST:	Collins Industrial Way	VICINITY:	GA	PM PEAK:	430 PM

Collins Hill Road

SOUTHBOUND LANES			
LN	0	2	1
AM	116	343	202
MD	74	429	178
PM	82	600	206
TOTAL	272	1372	586



Collins Industrial Way

EASTBOUND LANES	LN	AM	MD	PM	TOTAL
	1	34	56	82	172
	1	36	98	101	235
	0	82	264	335	681

SIGNALIZED

WESTBOUND LANES	TOTAL	PM	MD	AM	LN
	387	125	81	181	1
	398	83	71	244	1
	71	30	26	15	1

Collins Industrial Way

NORTHBOUND LANES			
LN	1	2	1
AM	481	509	50
MD	177	338	72
PM	207	578	78
TOTAL	865	1425	200

Collins Hill Road

AM COUNT	6:00 AM	TO	12:00 PM
MD COUNT	12:00 PM	TO	2:00 PM
PM COUNT	2:00 PM	TO	7:00 PM

VEHICLE TURNING MOVEMENT COUNT

9.

#001 Collins Hill Road & Collins Industrial Way - AM PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTALS
LANES:	1	2	1	1	2	0	1	1	0	1	1	1	
6:00 AM	6	22	10	31	33	4	0	1	9	2	9	13	140
6:15 AM	22	41	8	21	41	10	3	2	7	6	5	24	190
6:30 AM	33	40	10	20	51	8	1	0	16	4	12	20	215
6:45 AM	35	46	18	37	58	5	4	4	17	2	28	25	279
7:00 AM	59	76	10	38	55	8	1	5	19	1	29	26	327
7:15 AM	92	109	11	42	49	18	8	4	16	3	51	43	446
7:30 AM	138	142	14	38	84	29	10	10	23	2	65	62	617
7:45 AM	154	141	10	51	110	47	10	12	22	5	89	56	707
8:00 AM	97	117	15	71	100	22	6	10	21	5	39	20	523
8:15 AM	44	98	14	44	83	15	4	5	18	7	18	30	380
8:30 AM	54	92	15	43	93	21	6	5	14	6	24	34	407
8:45 AM	62	101	10	33	96	17	8	6	35	3	36	30	437
9:00 AM	103	91	10	46	87	23	7	3	27	6	42	37	482
9:15 AM	107	122	10	33	74	28	15	15	49	13	55	37	558
9:30 AM	76	77	21	39	83	24	8	8	36	6	38	24	440
9:45 AM	73	88	10	40	69	11	9	10	33	14	36	14	407
10:00 AM	49	68	19	29	72	13	11	7	23	8	25	17	341
10:15 AM	65	79	18	35	77	19	5	8	32	9	24	24	395
10:30 AM	94	108	14	33	73	26	9	12	45	10	31	38	493
10:45 AM	87	112	22	34	84	22	22	23	62	5	33	30	536

VOLUME STATS:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
TOTAL:	1450	1770	269	758	1472	370	147	150	524	117	689	604	8320
P.H.V: ₁	481	509	50	202	343	116	34	36	82	15	244	181	2293
P.H.F: ₂	_____	0.852 _____	_____	_____	0.794 _____	_____	_____	0.864 _____	_____	_____	0.733 _____	_____	0.811

(1) Peak Hour Volume (Peak Hour Begins At 715 AM)

(2) Peak Hour Factor (directional aggregate)

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VEHICLE TURNING MOVEMENT COUNT

#001 Collins Hill Road & Collins Industrial Way - MD PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTALS
LANES:	1	2	1	1	2	0	1	1	0	1	1	1	
11:00 AM	52	74	27	27	87	21	14	18	50	5	24	18	417
11:15 AM	62	75	21	28	62	14	11	10	28	6	15	15	347
11:30 AM	47	73	24	21	61	16	7	14	40	10	21	15	349
11:45 AM	65	74	18	22	61	17	11	15	50	8	26	23	390
12:00 PM	69	80	18	36	89	26	14	19	58	5	21	21	456
12:15 PM	67	87	24	44	128	29	18	26	74	9	24	28	558
12:30 PM	46	85	22	43	94	15	18	21	71	10	12	16	453
12:45 PM	43	64	16	19	89	15	11	14	33	8	12	13	337
1:00 PM	43	86	8	35	81	15	9	13	54	4	17	15	380
1:15 PM	36	80	18	30	82	19	19	19	51	9	16	24	403
1:30 PM	44	83	22	41	112	16	16	22	68	5	22	22	473
1:45 PM	54	89	24	72	154	24	12	44	91	8	16	20	608
VOLUME STATS:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
TOTAL:	628	950	242	418	1100	227	160	235	668	87	226	230	5171
P.H.V: ₁	177	338	72	178	429	74	56	98	264	26	71	81	1864
P.H.F: ₂	_____	0.879 _____	_____	_____	0.681 _____	_____	_____	0.711 _____	_____	_____	0.908 _____	_____	0.766

(1) Peak Hour Volume (Peak Hour Begins At 100 PM)

(2) Peak Hour Factor (directional aggregate)



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VEHICLE TURNING MOVEMENT COUNT

#001 Collins Hill Road & Collins Industrial Way - PM PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTALS
LANES:	1	2	1	1	2	0	1	1	0	1	1	1	
2:00 PM	34	82	18	53	121	23	20	27	84	6	19	13	500
2:15 PM	55	101	15	39	89	22	12	12	45	8	24	21	443
2:30 PM	62	105	24	18	101	19	11	7	41	11	14	19	432
2:45 PM	74	112	15	25	87	31	13	15	53	10	34	25	494
3:00 PM	94	126	15	25	108	37	15	10	44	10	38	34	556
3:15 PM	91	130	13	46	119	19	25	16	63	9	45	44	620
3:30 PM	65	146	14	48	152	36	14	30	73	7	17	21	623
3:45 PM	47	89	26	30	124	24	17	18	68	11	17	29	500
4:00 PM	37	130	17	38	109	21	14	15	70	8	14	23	496
4:15 PM	46	115	28	29	107	17	13	19	45	6	31	27	483
4:30 PM	63	138	17	31	121	24	23	22	67	10	27	39	582
4:45 PM	66	158	20	65	157	19	22	26	105	7	28	36	709
5:00 PM	38	138	21	67	191	26	17	31	95	6	18	30	678
5:15 PM	40	144	20	43	131	13	20	22	68	7	10	20	538
5:30 PM	44	143	30	38	121	19	22	14	66	12	29	35	573
5:45 PM	65	118	17	55	130	9	16	26	80	9	22	28	575
6:00 PM	51	145	13	48	143	26	25	16	81	8	42	34	632
6:15 PM	68	132	15	62	168	18	19	27	83	8	29	41	670
6:30 PM	46	104	13	50	131	15	26	14	99	7	19	20	544
6:45 PM	21	98	17	24	67	9	10	10	96	14	7	13	386

VOLUME STATS:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
TOTAL:	1107	2454	368	834	2477	427	354	377	1426	174	484	552	11034
P.H.V: ₁	207	578	78	206	600	82	82	101	335	30	83	125	2507
P.H.F: ₂	0.884			0.782			0.846			0.783			0.884

(1) Peak Hour Volume (Peak Hour Begins At 430 PM)

(2) Peak Hour Factor (directional aggregate)

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PEDESTRIAN CROSSWALK COUNTS

#001 Collins Hill Road & Collins Industrial Way - AM PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NORTHERN CROSSWALK	SOUTHERN CROSSWALK	EASTERN CROSSWALK	WESTERN CROSSWALK	TOTALS
6:00 AM	0	0	0	0	
6:15 AM	0	0	0	0	
6:30 AM	0	0	0	0	
6:45 AM	0	0	0	0	
7:00 AM	0	0	0	0	
7:15 AM	0	0	0	0	
7:30 AM	0	0	0	0	
7:45 AM	1	0	0	0	1
8:00 AM	0	0	0	0	
8:15 AM	0	0	0	0	
8:30 AM	0	0	0	0	
8:45 AM	0	0	0	0	
9:00 AM	0	0	0	0	
9:15 AM	0	0	0	0	
9:30 AM	0	0	0	0	
9:45 AM	0	0	0	0	
10:00 AM	0	0	0	0	
10:15 AM	0	0	0	0	
10:30 AM	0	0	0	0	
10:45 AM	0	0	0	0	

VOLUME STATS:	NORTHERN CROSSWALK	SOUTHERN CROSSWALK	EASTERN CROSSWALK	WESTERN CROSSWALK	
TOTAL:	1	0	0	0	1
P.H.V: ₁	1	0	0	0	1
P.H.F: ₂	0.250	0.000	0.000	0.000	0.250

(1) Peak Hour Volume (Peak hour begins at: 745 AM)

(2) Peak Hour Factor

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PEDESTRIAN CROSSWALK COUNTS

#001 Collins Hill Road & Collins Industrial Way - MD PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NORTHERN CROSSWALK	SOUTHERN CROSSWALK	EASTERN CROSSWALK	WESTERN CROSSWALK	TOTALS
11:00 AM	0	0	0	0	
11:15 AM	0	0	0	0	
11:30 AM	0	0	0	0	
11:45 AM	0	0	0	0	
12:00 PM	0	0	0	0	
12:15 PM	0	0	0	0	
12:30 PM	0	0	0	0	
12:45 PM	0	0	0	0	
1:00 PM	0	0	0	0	
1:15 PM	0	0	0	0	
1:30 PM	0	0	0	0	
1:45 PM	0	0	0	0	
VOLUME STATS:	NORTHERN CROSSWALK	SOUTHERN CROSSWALK	EASTERN CROSSWALK	WESTERN CROSSWALK	
TOTAL:	0	0	0	0	0
P.H.V: ₁	0	0	0	0	0
P.H.F: ₂	0.000	0.000	0.000	0.000	0.000

(1) Peak Hour Volume (Peak hour begins at: 0 AM)

(2) Peak Hour Factor



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PEDESTRIAN CROSSWALK COUNTS

9.

#001 Collins Hill Road & Collins Industrial Way - PM PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NORTHERN CROSSWALK	SOUTHERN CROSSWALK	EASTERN CROSSWALK	WESTERN CROSSWALK	TOTALS
2:00 PM	0	0	0	0	
2:15 PM	0	0	0	0	
2:30 PM	0	0	0	0	
2:45 PM	0	0	0	0	
3:00 PM	1	0	0	0	1
3:15 PM	0	0	0	0	
3:30 PM	0	0	0	0	
3:45 PM	0	0	0	0	
4:00 PM	0	0	0	0	
4:15 PM	0	0	0	0	
4:30 PM	0	0	0	0	
4:45 PM	0	0	0	0	
5:00 PM	0	0	0	0	
5:15 PM	0	0	0	0	
5:30 PM	0	0	0	0	
5:45 PM	0	0	0	0	
6:00 PM	0	0	0	0	
6:15 PM	0	0	0	0	
6:30 PM	0	0	0	0	
6:45 PM	0	0	0	0	

VOLUME STATS:	NORTHERN CROSSWALK	SOUTHERN CROSSWALK	EASTERN CROSSWALK	WESTERN CROSSWALK	TOTALS
TOTAL:	1	0	0	0	1
P.H.V: ₁	1	0	0	0	1
P.H.F: ₂	0.250	0.000	0.000	0.000	0.250

(1) Peak Hour Volume (Peak hour begins at: 300 PM)

(2) Peak Hour Factor

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BICYCLE TURNING MOVEMENT COUNT

9.

#001 Collins Hill Road & Collins Industrial Way - AM PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTALS
LANES:	1	2	1	1	2	0	1	1	0	1	1	1	
6:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
6:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
7:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
7:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
7:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
7:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
8:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
9:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
10:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
10:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
10:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
10:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	

VOLUME STATS:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
TOTAL:	0	0	0	0	0	0	0	0	0	0	0	0	0
P.H.V: ₁	0	0	0	0	0	0	0	0	0	0	0	0	0
P.H.F: ₂	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000

(1) Peak Hour Volume (Peak Hour Begins At 0 AM)

(2) Peak Hour Factor (directional aggregate)

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BICYCLE TURNING MOVEMENT COUNT

#001 Collins Hill Road & Collins Industrial Way - AM PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTALS
LANES:	1	2	1	1	2	0	1	1	0	1	1	1	
11:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	
11:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	
11:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	
11:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	
12:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
12:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
12:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
12:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
1:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
1:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
1:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
1:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
VOLUME STATS:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
TOTAL:	0	0	0	0	0	0	0	0	0	0	0	0	0
P.H.V: ₁	0	0	0	0	0	0	0	0	0	0	0	0	0
P.H.F: ₂	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000

(1) Peak Hour Volume (Peak Hour Begins At 0 AM)

(2) Peak Hour Factor (directional aggregate)



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BICYCLE TURNING MOVEMENT COUNT

9.

#001 Collins Hill Road & Collins Industrial Way - PM PEAK

LOCATION#:	001	QTD PROJ#:	2016282
NORTH / SOUTH:	Collins Hill Road	DATE:	Wednesday, September 28, 2016
EAST / WEST:	Collins Industrial Way	VICINITY:	GA

DIRECTION:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	TOTALS
LANES:	1	2	1	1	2	0	1	1	0	1	1	1	
2:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
2:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
2:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
2:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
3:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:00 PM	0	0	0	1	0	0	0	0	0	0	0	0	1
4:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	
4:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
5:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	1
5:45 PM	0	1	0	0	0	0	0	0	0	0	0	0	1
6:00 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	
6:30 PM	0	1	0	0	0	0	0	0	0	2	0	0	3
6:45 PM	0	0	0	0	0	0	0	0	0	0	0	0	

VOLUME STATS:	NL	NT	NR	SL	ST	SR	EL	ET	ER	WL	WT	WR	
TOTAL:	0	3	0	1	0	0	0	0	0	2	0	0	6
P.H.V: ¹	0	2	0	0	0	0	0	0	0	2	0	0	4
P.H.F: ²	0.500			0.000			0.000			0.250			0.333

(1) Peak Hour Volume (Peak Hour Begins At 545 PM)

(2) Peak Hour Factor (directional aggregate)

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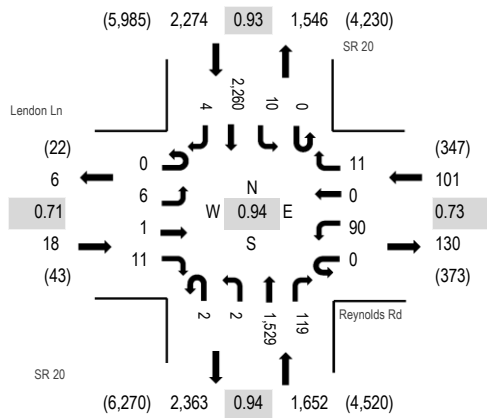


(303) 216-2439
www.alltrafficdata.net

Location: #2 SR 20 & Reynolds Rd AM
Date and Start Time: Tuesday, September 10, 2019
Peak Hour: 07:30 AM - 08:30 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

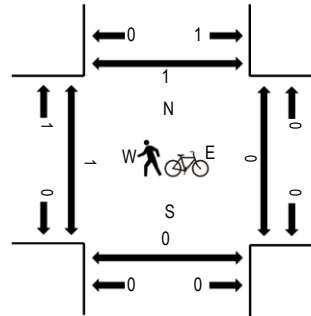
9.

Peak Hour - All Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts

Interval Start Time	Lendon Ln Eastbound				Reynolds Rd Westbound				SR 20 Northbound				SR 20 Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
6:00 AM	0	0	0	0	0	14	0	3	1	1	237	26	0	5	278	0	565	3,021	1	0	0	0
6:15 AM	0	1	0	4	0	28	0	8	2	2	295	11	0	1	366	2	720	3,420	0	0	0	1
6:30 AM	0	3	1	1	0	40	0	6	0	2	306	27	0	2	421	0	809	3,624	0	0	0	0
6:45 AM	0	1	1	1	0	23	0	9	3	3	319	38	0	5	524	0	927	3,824	0	0	0	0
7:00 AM	0	2	0	0	0	17	0	3	1	0	359	34	0	0	548	0	964	3,977	1	2	0	0
7:15 AM	0	0	0	3	0	22	0	2	1	0	337	29	0	4	525	1	924	4,040	0	0	0	0
7:30 AM	0	0	1	4	0	17	0	3	0	1	367	22	0	0	594	0	1,009	4,045	0	0	0	0
7:45 AM	0	3	0	1	0	21	0	2	0	0	402	34	0	3	612	2	1,080	4,026	0	0	0	0
8:00 AM	0	1	0	5	0	19	0	3	2	1	402	42	0	5	546	1	1,027	3,897	1	0	0	0
8:15 AM	0	2	0	1	0	33	0	3	0	0	358	21	0	2	508	1	929		0	0	0	0
8:30 AM	0	4	1	2	0	29	0	5	1	2	386	26	0	3	529	2	990		0	1	0	0
8:45 AM	0	0	0	0	0	30	1	6	1	0	392	26	0	3	492	0	951		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	42	0	0	0	37	0	79
Lights	0	5	1	11	0	85	0	9	2	2	1,436	113	0	10	2,176	3	3,853
Mediums	0	1	0	0	0	5	0	2	0	0	51	6	0	0	47	1	113
Total	0	6	1	11	0	90	0	11	2	2	1,529	119	0	10	2,260	4	4,045

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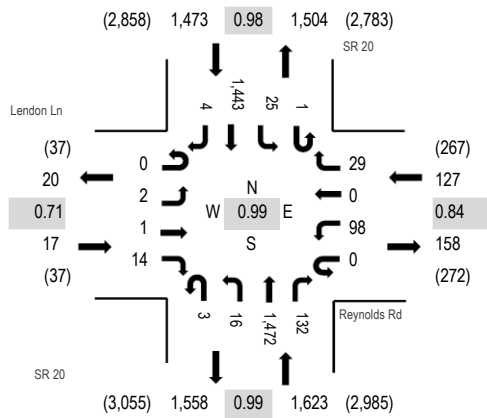


(303) 216-2439
www.alltrafficdata.net

Location: #2 SR 20 & Reynolds Rd Noon
Date and Start Time: Tuesday, September 10, 2019
Peak Hour: 12:00 PM - 01:00 PM
Peak 15-Minutes: 12:30 PM - 12:45 PM

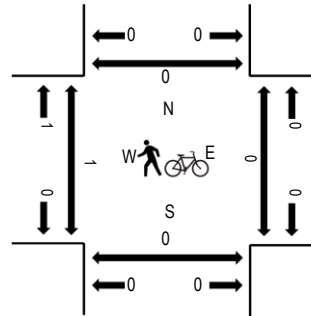
9.

Peak Hour - All Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts

Interval Start Time	Lendon Ln Eastbound				Reynolds Rd Westbound				SR 20 Northbound				SR 20 Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
11:00 AM	0	2	0	3	0	26	0	8	1	5	333	26	0	3	284	1	692	2,907	0	0	0	0
11:15 AM	0	2	3	2	0	23	0	2	2	3	317	24	0	4	370	0	752	3,010	0	0	0	0
11:30 AM	0	1	0	5	0	26	0	13	4	3	309	25	0	3	364	1	754	3,070	1	0	0	0
11:45 AM	0	1	1	0	0	36	1	5	1	2	286	21	0	4	350	1	709	3,135	1	0	0	2
12:00 PM	0	1	0	4	0	38	0	7	0	2	356	36	0	2	349	0	795	3,240	0	0	0	0
12:15 PM	0	0	0	3	0	24	0	2	2	5	371	32	1	8	363	1	812		0	0	0	0
12:30 PM	0	1	1	4	0	16	0	15	0	5	370	35	0	8	361	3	819		0	0	0	0
12:45 PM	0	0	0	3	0	20	0	5	1	4	375	29	0	7	370	0	814		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	40	1	0	0	39	0	80
Lights	0	2	1	12	0	93	0	29	3	15	1,383	125	1	25	1,350	3	3,042
Mediums	0	0	0	2	0	5	0	0	0	1	49	6	0	0	54	1	118
Total	0	2	1	14	0	98	0	29	3	16	1,472	132	1	25	1,443	4	3,240

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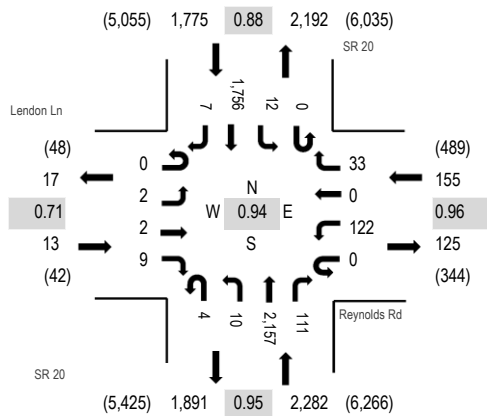


(303) 216-2439
www.alltrafficdata.net

Location: #2 SR 20 & Reynolds Rd PM
Date and Start Time: Tuesday, September 10, 2019
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

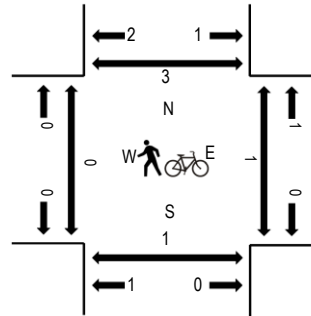
9.

Peak Hour - All Vehicles



Note: Total study counts contained in parentheses.

Peak Hour - Pedestrians/Bicycles in Crosswalk



Traffic Counts

Interval Start Time	Landon Ln Eastbound				Reynolds Rd Westbound				SR 20 Northbound				SR 20 Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM	0	2	1	3	0	55	0	5	1	2	494	21	0	2	399	2	987	4,174	1	0	0	1
4:15 PM	0	1	1	1	0	16	0	3	0	1	582	24	0	3	446	2	1,080	4,185	1	0	0	0
4:30 PM	0	0	0	5	0	38	0	14	0	1	574	23	0	0	437	1	1,093	4,225	0	0	0	0
4:45 PM	0	1	1	1	0	31	0	9	1	3	526	28	0	2	408	3	1,014	4,184	0	0	1	0
5:00 PM	0	1	1	0	0	27	0	4	1	2	514	32	0	4	410	2	998	4,096	0	1	0	1
5:15 PM	0	0	0	3	0	26	0	6	2	4	543	28	0	6	501	1	1,120	4,082	0	0	0	1
5:30 PM	0	0	0	2	0	32	0	9	0	2	537	21	0	3	445	1	1,052	3,909	0	0	0	0
5:45 PM	0	1	1	2	0	35	0	10	2	2	452	26	0	2	392	1	926	3,739	0	0	0	0
6:00 PM	0	2	0	1	0	36	0	12	1	2	473	27	0	3	423	4	984	3,582	2	0	0	2
6:15 PM	0	0	0	3	0	38	0	9	1	3	429	26	0	4	433	1	947		0	1	0	0
6:30 PM	0	1	0	4	0	31	0	14	0	3	423	20	0	1	384	1	882		0	0	0	0
6:45 PM	0	1	2	0	0	24	0	5	1	3	378	27	0	4	323	1	769		1	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	23	0	0	0	24	0	47
Lights	0	2	2	8	0	118	0	31	4	10	2,095	109	0	12	1,691	6	4,088
Mediums	0	0	0	1	0	4	0	2	0	0	39	2	0	0	41	1	90
Total	0	2	2	9	0	122	0	33	4	10	2,157	111	0	12	1,756	7	4,225

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Appendix B

Intersection Analysis Methodology

Intersection Analysis Methodology

The methodology used for evaluating traffic operations at intersections is presented in the Transportation Research Board's *Highway Capacity Manual*, 2016 edition (HCM 6). Synchro 10 software, which emulates the HCM 6 methodology, was used for all analyses. The following is an overview of the methodology employed for the analysis of signalized intersections and roundabouts and stop-sign controlled (unsignalized) intersections. Levels of service (LOS) are assigned letters A through F. LOS A indicates operations with very low control delay while LOS F describes operations with high control delay. LOS F is considered to be unacceptable by most drivers, while LOS E is typically considered to be the limit of acceptable delay.

Signalized Intersections and Roundabouts – Level of service for a signalized intersection and a roundabout is defined in terms of control delay per vehicle. For signalized intersections and roundabouts, a composite intersection level of service is determined. The thresholds for each level of service are higher for signalized intersections and roundabouts than for unsignalized intersections. This is attributable to a variety of factors including expectation and acceptance of higher delays at signals/roundabouts, and the fact that drivers can relax when waiting at a signal as opposed to having to remain attentive as they proceed through the unsignalized intersection. The level of service criteria for signalized intersections and roundabouts are shown in Table A.

Table A – Level of Service Criteria for Signalized Intersections and Roundabouts

Control Delay (s/veh)	LOS
≤ 10	A
> 10 and ≤ 20	B
> 20 and ≤ 35	C
> 35 and ≤ 55	D
> 55 and ≤ 80	E
> 80	F

Source: *Highway Capacity Manual 6*

Unsignalized Intersections – Level of service for an unsignalized intersection is defined in terms of control delay per vehicle. Control delay is that portion of delay attributable to the control device and includes initial deceleration delay, queue move-up time, stopped delay, and final acceleration delay. The delays at unsignalized intersections are based on gap acceptance theory, factoring in availability of gaps, usefulness of the gaps, and the priority of right-of-way given to each traffic stream. The level of service criteria for unsignalized intersections are presented in Table B.

Table B – Level of Service Criteria for Unsignalized Intersections

Control Delay (s/veh)	LOS
0 – 10	A
> 10 and ≤ 15	B
> 15 and ≤ 25	C
> 25 and ≤ 35	D
> 35 and ≤ 50	E
> 50	F

Source: *Highway Capacity Manual 6*
























Appendix C

Existing Intersection Operational Analysis

Lendon Connector Residential Development

1: Collins Hill Road & Collins Industrial Way/Lendon Connector























existing a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	35	37	85	16	254	188	501	530	52	210	357	121
Future Volume (veh/h)	35	37	85	16	254	188	501	530	52	210	357	121
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	41	43	99	22	348	258	589	624	61	266	452	153
Peak Hour Factor	0.86	0.86	0.86	0.73	0.73	0.73	0.85	0.85	0.85	0.79	0.79	0.79
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	183	113	261	324	397	336	635	1395	622	526	719	241
Arrive On Green	0.04	0.23	0.23	0.02	0.21	0.21	0.25	0.39	0.39	0.13	0.28	0.28
Sat Flow, veh/h	1781	503	1159	1781	1870	1585	1781	3554	1585	1781	2612	877
Grp Volume(v), veh/h	41	0	142	22	348	258	589	624	61	266	306	299
Grp Sat Flow(s),veh/h/ln	1781	0	1662	1781	1870	1585	1781	1777	1585	1781	1777	1712
Q Serve(g_s), s	1.4	0.0	5.8	0.8	14.4	12.3	17.8	10.4	1.9	8.3	12.1	12.3
Cycle Q Clear(g_c), s	1.4	0.0	5.8	0.8	14.4	12.3	17.8	10.4	1.9	8.3	12.1	12.3
Prop In Lane	1.00		0.70	1.00		1.00	1.00		1.00	1.00		0.51
Lane Grp Cap(c), veh/h	183	0	375	324	397	336	635	1395	622	526	489	471
V/C Ratio(X)	0.22	0.00	0.38	0.07	0.88	0.77	0.93	0.45	0.10	0.51	0.63	0.63
Avail Cap(c_a), veh/h	227	0	376	392	423	359	650	1395	622	632	489	471
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	24.4	0.0	26.2	23.8	30.5	29.7	14.9	17.9	15.4	16.5	25.4	25.4
Incr Delay (d2), s/veh	0.6	0.0	0.6	0.1	17.7	9.1	19.3	1.0	0.3	0.8	6.0	6.4
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.6	0.0	2.3	0.3	8.2	5.4	9.6	4.2	0.7	3.3	5.7	5.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	25.0	0.0	26.9	23.8	48.2	38.7	34.2	18.9	15.7	17.2	31.3	31.8
LnGrp LOS	C	A	C	C	D	D	C	B	B	B	C	C
Approach Vol, veh/h		183			628			1274			871	
Approach Delay, s/veh		26.5			43.4			25.8			27.2	
Approach LOS		C			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	15.1	35.9	6.4	22.5	24.5	26.5	7.5	21.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	15.4	23.5	5.0	18.1	20.7	18.2	5.0	18.1				
Max Q Clear Time (g_c+l1), s	10.3	12.4	2.8	7.8	19.8	14.3	3.4	16.4				
Green Ext Time (p_c), s	0.4	3.4	0.0	0.5	0.2	1.4	0.0	0.6				
Intersection Summary												
HCM 6th Ctrl Delay			30.0									
HCM 6th LOS			C									

Lendon Connector Residential Development

2: Buford Drive & Lendon Lane/Reynolds Road
























existing a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	6	1	11	90	0	11	4	1529	119	10	2260	4
Future Volume (veh/h)	6	1	11	90	0	11	4	1529	119	10	2260	4
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1826	1826	1870	1826	1826
Adj Flow Rate, veh/h	8	1	15	123	0	15	4	1627	127	11	2430	4
Peak Hour Factor	0.71	0.71	0.71	0.73	0.73	0.73	0.94	0.94	0.94	0.93	0.93	0.93
Percent Heavy Veh, %	2	2	2	2	2	2	2	5	5	2	5	5
Cap, veh/h	113	3	44	212	0	147	139	3521	275	246	3876	6
Arrive On Green	0.01	0.03	0.03	0.07	0.00	0.09	0.01	0.75	0.75	0.01	0.75	0.75
Sat Flow, veh/h	1781	100	1500	1781	0	1585	1781	4715	368	1781	5139	8
Grp Volume(v), veh/h	8	0	16	123	0	15	4	1146	608	11	1571	863
Grp Sat Flow(s),veh/h/ln	1781	0	1600	1781	0	1585	1781	1662	1760	1781	1662	1824
Q Serve(g_s), s	0.6	0.0	1.3	8.5	0.0	1.1	0.1	17.3	17.4	0.2	28.7	28.7
Cycle Q Clear(g_c), s	0.6	0.0	1.3	8.5	0.0	1.1	0.1	17.3	17.4	0.2	28.7	28.7
Prop In Lane	1.00		0.94	1.00		1.00	1.00		0.21	1.00		0.00
Lane Grp Cap(c), veh/h	113	0	46	212	0	147	139	2482	1314	246	2506	1376
V/C Ratio(X)	0.07	0.00	0.34	0.58	0.00	0.10	0.03	0.46	0.46	0.04	0.63	0.63
Avail Cap(c_a), veh/h	165	0	222	212	0	274	199	2482	1314	292	2506	1376
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	60.3	0.0	61.9	54.4	0.0	54.0	7.0	6.4	6.4	5.0	7.4	7.4
Incr Delay (d2), s/veh	0.3	0.0	4.3	3.9	0.0	0.3	0.1	0.6	1.2	0.1	1.2	2.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.3	0.0	0.6	4.1	0.0	0.5	0.0	5.7	6.3	0.1	9.3	10.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	60.6	0.0	66.2	58.3	0.0	54.3	7.1	7.0	7.5	5.1	8.6	9.6
LnGrp LOS	E	A	E	E	A	D	A	A	A	A	A	A
Approach Vol, veh/h		24			138			1758			2445	
Approach Delay, s/veh		64.3			57.9			7.2			9.0	
Approach LOS		E			E			A			A	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.1	101.6	14.0	8.3	5.2	102.6	5.8	16.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.0	79.5	9.5	18.0	5.0	79.5	5.0	22.5				
Max Q Clear Time (g_c+l1), s	2.2	19.4	10.5	3.3	2.1	30.7	2.6	3.1				
Green Ext Time (p_c), s	0.0	21.9	0.0	0.0	0.0	33.7	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			10.1									
HCM 6th LOS			B									

Lendon Connector Residential Development

1: Collins Hill Road & Collins Industrial Way/Lendon Connector

























existing p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	85	105	349	31	86	130	215	601	81	214	624	85
Future Volume (veh/h)	85	105	349	31	86	130	215	601	81	214	624	85
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	100	124	411	40	110	167	244	683	92	274	800	109
Peak Hour Factor	0.85	0.85	0.85	0.78	0.78	0.78	0.88	0.88	0.88	0.78	0.78	0.78
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	415	102	339	156	461	391	374	1231	549	442	1123	153
Arrive On Green	0.06	0.27	0.27	0.04	0.25	0.25	0.11	0.35	0.35	0.12	0.36	0.36
Sat Flow, veh/h	1781	381	1262	1781	1870	1585	1781	3554	1585	1781	3142	428
Grp Volume(v), veh/h	100	0	535	40	110	167	244	683	92	274	452	457
Grp Sat Flow(s),veh/h/ln	1781	0	1643	1781	1870	1585	1781	1777	1585	1781	1777	1793
Q Serve(g_s), s	3.3	0.0	21.5	1.3	3.8	7.1	6.9	12.4	3.2	7.7	17.6	17.6
Cycle Q Clear(g_c), s	3.3	0.0	21.5	1.3	3.8	7.1	6.9	12.4	3.2	7.7	17.6	17.6
Prop In Lane	1.00		0.77	1.00		1.00	1.00		1.00	1.00		0.24
Lane Grp Cap(c), veh/h	415	0	442	156	461	391	374	1231	549	442	635	641
V/C Ratio(X)	0.24	0.00	1.21	0.26	0.24	0.43	0.65	0.55	0.17	0.62	0.71	0.71
Avail Cap(c_a), veh/h	434	0	442	201	489	414	408	1231	549	479	635	641
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	20.5	0.0	29.3	23.5	24.1	25.4	16.5	21.2	18.1	14.9	22.2	22.2
Incr Delay (d2), s/veh	0.3	0.0	114.6	0.9	0.3	0.7	3.3	1.8	0.7	2.2	6.7	6.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.4	0.0	22.1	0.6	1.7	2.7	2.9	5.2	1.2	3.1	8.1	8.2
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	20.8	0.0	143.8	24.3	24.4	26.1	19.7	23.0	18.8	17.1	28.8	28.8
LnGrp LOS	C	A	F	C	C	C	B	C	B	B	C	C
Approach Vol, veh/h		635			317			1019			1183	
Approach Delay, s/veh		124.5			25.3			21.8			26.1	
Approach LOS		F			C			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	14.3	32.2	7.4	26.0	13.5	33.1	9.2	24.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	11.5	24.0	5.0	21.5	10.5	25.0	5.6	20.9				
Max Q Clear Time (g_c+l1), s	9.7	14.4	3.3	23.5	8.9	19.6	5.3	9.1				
Green Ext Time (p_c), s	0.2	3.4	0.0	0.0	0.1	2.7	0.0	0.9				
Intersection Summary												
HCM 6th Ctrl Delay			44.4									
HCM 6th LOS			D									

Lendon Connector Residential Development

1: Collins Hill Road & Collins Industrial Way/Lendon Connector























existing p.m. with mitigation

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	85	105	349	31	86	130	215	601	81	214	624	85
Future Volume (veh/h)	85	105	349	31	86	130	215	601	81	214	624	85
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	100	124	411	40	110	167	244	683	92	274	800	109
Peak Hour Factor	0.85	0.85	0.85	0.78	0.78	0.78	0.88	0.88	0.88	0.78	0.78	0.78
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	365	421	527	303	375	318	424	1409	629	474	1442	643
Arrive On Green	0.06	0.23	0.23	0.04	0.20	0.20	0.11	0.40	0.40	0.12	0.41	0.41
Sat Flow, veh/h	1781	1870	1585	1781	1870	1585	1781	3554	1585	1781	3554	1585
Grp Volume(v), veh/h	100	124	411	40	110	167	244	683	92	274	800	109
Grp Sat Flow(s),veh/h/ln	1781	1870	1585	1781	1870	1585	1781	1777	1585	1781	1777	1585
Q Serve(g_s), s	3.5	4.4	18.0	1.4	4.0	7.5	6.3	11.5	3.0	7.1	13.8	3.5
Cycle Q Clear(g_c), s	3.5	4.4	18.0	1.4	4.0	7.5	6.3	11.5	3.0	7.1	13.8	3.5
Prop In Lane	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Lane Grp Cap(c), veh/h	365	421	527	303	375	318	424	1409	629	474	1442	643
V/C Ratio(X)	0.27	0.29	0.78	0.13	0.29	0.53	0.58	0.48	0.15	0.58	0.55	0.17
Avail Cap(c_a), veh/h	367	421	527	349	421	357	534	1409	629	544	1442	643
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	23.2	25.7	24.1	23.8	27.2	28.6	13.2	18.0	15.5	12.6	18.2	15.2
Incr Delay (d2), s/veh	0.4	0.4	7.4	0.2	0.4	1.3	1.2	1.2	0.5	1.1	1.5	0.6
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.5	1.9	7.7	0.6	1.8	2.9	2.4	4.7	1.1	2.7	5.6	1.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	23.6	26.1	31.5	24.0	27.6	29.9	14.4	19.2	16.0	13.7	19.8	15.7
LnGrp LOS	C	C	C	C	C	C	B	B	B	B	B	B
Approach Vol, veh/h		635			317			1019			1183	
Approach Delay, s/veh		29.2			28.4			17.8			18.0	
Approach LOS		C			C			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	13.8	36.2	7.4	22.5	13.1	37.0	9.4	20.5				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	12.5	26.5	5.0	18.0	13.5	25.5	5.0	18.0				
Max Q Clear Time (g_c+l1), s	9.1	13.5	3.4	20.0	8.3	15.8	5.5	9.5				
Green Ext Time (p_c), s	0.3	4.1	0.0	0.0	0.3	4.1	0.0	0.7				
Intersection Summary												
HCM 6th Ctrl Delay			21.2									
HCM 6th LOS			C									

Lendon Connector Residential Development

2: Buford Drive & Lendon Lane/Reynolds Road

existing p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	2	2	9	122	0	33	14	2157	111	12	1756	7
Future Volume (veh/h)	2	2	9	122	0	33	14	2157	111	12	1756	7
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1826	1826	1870	1826	1826
Adj Flow Rate, veh/h	3	3	13	127	0	34	15	2271	117	14	1995	8
Peak Hour Factor	0.71	0.71	0.71	0.96	0.96	0.96	0.95	0.95	0.95	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	5	5	2	5	5
Cap, veh/h	107	10	43	232	0	174	204	3558	182	155	3751	15
Arrive On Green	0.00	0.03	0.03	0.08	0.00	0.11	0.02	0.73	0.73	0.02	0.73	0.73
Sat Flow, veh/h	1781	306	1326	1781	0	1585	1781	4856	248	1781	5125	21
Grp Volume(v), veh/h	3	0	16	127	0	34	15	1549	839	14	1294	709
Grp Sat Flow(s),veh/h/ln	1781	0	1632	1781	0	1585	1781	1662	1781	1781	1662	1822
Q Serve(g_s), s	0.2	0.0	1.2	8.7	0.0	2.5	0.3	30.3	30.9	0.3	22.2	22.2
Cycle Q Clear(g_c), s	0.2	0.0	1.2	8.7	0.0	2.5	0.3	30.3	30.9	0.3	22.2	22.2
Prop In Lane	1.00		0.81	1.00		1.00	1.00		0.14	1.00		0.01
Lane Grp Cap(c), veh/h	107	0	54	232	0	174	204	2435	1305	155	2432	1334
V/C Ratio(X)	0.03	0.00	0.30	0.55	0.00	0.20	0.07	0.64	0.64	0.09	0.53	0.53
Avail Cap(c_a), veh/h	173	0	227	232	0	284	248	2435	1305	201	2432	1334
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	60.4	0.0	61.4	53.1	0.0	52.7	6.2	8.7	8.8	8.2	7.6	7.7
Incr Delay (d2), s/veh	0.1	0.0	3.1	2.7	0.0	0.5	0.2	1.3	2.4	0.2	0.8	1.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.6	4.1	0.0	1.0	0.1	10.3	11.6	0.1	7.5	8.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	60.5	0.0	64.5	55.9	0.0	53.2	6.4	10.0	11.2	8.5	8.5	9.2
LnGrp LOS	E	A	E	E	A	D	A	A	B	A	A	A
Approach Vol, veh/h		19			161			2403			2017	
Approach Delay, s/veh		63.9			55.3			10.4			8.7	
Approach LOS		E			E			B			A	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.5	99.8	15.0	8.8	6.6	99.6	5.0	18.7				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.3	78.1	10.5	18.1	5.3	78.1	5.3	23.3				
Max Q Clear Time (g_c+l1), s	2.3	32.9	10.7	3.2	2.3	24.2	2.2	4.5				
Green Ext Time (p_c), s	0.0	31.3	0.0	0.0	0.0	26.4	0.0	0.1				
Intersection Summary												
HCM 6th Ctrl Delay			11.5									
HCM 6th LOS			B									
























Appendix D

No-Build Intersection Operational Analysis

Lendon Connector Residential Development

1: Collins Hill Road & Collins Industrial Way/Lendon Connector























no-build a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	28	74	72	35	413	229	443	527	116	272	354	112
Future Volume (veh/h)	28	74	72	35	413	229	443	527	116	272	354	112
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	33	86	84	45	529	294	521	620	136	344	448	142
Peak Hour Factor	0.86	0.86	0.86	0.78	0.78	0.78	0.85	0.85	0.85	0.79	0.79	0.79
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	143	245	239	393	538	456	571	1126	502	495	666	209
Arrive On Green	0.03	0.28	0.28	0.08	0.58	0.58	0.23	0.32	0.32	0.16	0.25	0.25
Sat Flow, veh/h	1781	869	849	1781	1870	1585	1781	3554	1585	1781	2660	836
Grp Volume(v), veh/h	33	0	170	45	529	294	521	620	136	344	298	292
Grp Sat Flow(s),veh/h/ln	1781	0	1718	1781	1870	1585	1781	1777	1585	1781	1777	1720
Q Serve(g_s), s	1.2	0.0	7.1	1.6	24.9	11.3	18.5	13.0	5.8	12.6	13.6	13.8
Cycle Q Clear(g_c), s	1.2	0.0	7.1	1.6	24.9	11.3	18.5	13.0	5.8	12.6	13.6	13.8
Prop In Lane	1.00		0.49	1.00		1.00	1.00		1.00	1.00		0.49
Lane Grp Cap(c), veh/h	143	0	483	393	538	456	571	1126	502	495	445	431
V/C Ratio(X)	0.23	0.00	0.35	0.11	0.98	0.64	0.91	0.55	0.27	0.70	0.67	0.68
Avail Cap(c_a), veh/h	187	0	492	427	538	456	590	1126	502	519	445	431
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	25.1	0.0	25.8	20.8	18.9	16.0	18.4	25.4	23.0	19.6	30.4	30.5
Incr Delay (d2), s/veh	0.8	0.0	0.4	0.1	34.3	3.1	18.3	1.9	1.3	3.8	7.8	8.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	2.9	0.6	11.0	3.3	9.9	5.6	2.3	5.5	6.6	6.6
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	25.9	0.0	26.2	21.0	53.1	19.1	36.7	27.4	24.3	23.5	38.2	38.8
LnGrp LOS	C	A	C	C	D	B	D	C	C	C	D	D
Approach Vol, veh/h		203			868			1277			934	
Approach Delay, s/veh		26.2			39.9			30.9			32.9	
Approach LOS		C			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	19.3	33.0	7.9	29.8	25.3	27.0	7.3	30.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.0	25.1	5.1	25.8	21.7	19.4	5.0	25.9				
Max Q Clear Time (g_c+l1), s	14.6	15.0	3.6	9.1	20.5	15.8	3.2	26.9				
Green Ext Time (p_c), s	0.2	3.4	0.0	0.8	0.3	1.2	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			33.6									
HCM 6th LOS			C									

Lendon Connector Residential Development

2: Buford Drive & Lendon Lane/Reynolds Road
























no-build a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	113	26	12	61	39	12	4	1582	106	11	2363	137
Future Volume (veh/h)	113	26	12	61	39	12	4	1582	106	11	2363	137
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1826	1826	1870	1826	1826
Adj Flow Rate, veh/h	141	32	15	84	53	16	4	1683	113	12	2541	147
Peak Hour Factor	0.80	0.80	0.80	0.73	0.73	0.73	0.94	0.94	0.94	0.93	0.93	0.93
Percent Heavy Veh, %	2	2	2	2	2	2	2	5	5	2	5	5
Cap, veh/h	194	80	38	206	75	23	112	3474	233	232	3553	203
Arrive On Green	0.07	0.07	0.07	0.05	0.05	0.05	0.01	0.73	0.73	0.01	0.74	0.74
Sat Flow, veh/h	1781	1204	564	1781	1379	416	1781	4771	320	1781	4824	275
Grp Volume(v), veh/h	141	0	47	84	0	69	4	1172	624	12	1740	948
Grp Sat Flow(s),veh/h/ln	1781	0	1769	1781	0	1795	1781	1662	1768	1781	1662	1776
Q Serve(g_s), s	8.5	0.0	3.3	5.7	0.0	4.9	0.1	19.2	19.3	0.2	37.6	39.2
Cycle Q Clear(g_c), s	8.5	0.0	3.3	5.7	0.0	4.9	0.1	19.2	19.3	0.2	37.6	39.2
Prop In Lane	1.00		0.32	1.00		0.23	1.00		0.18	1.00		0.16
Lane Grp Cap(c), veh/h	194	0	118	206	0	98	112	2420	1288	232	2447	1308
V/C Ratio(X)	0.73	0.00	0.40	0.41	0.00	0.71	0.04	0.48	0.48	0.05	0.71	0.72
Avail Cap(c_a), veh/h	194	0	268	206	0	250	173	2420	1288	278	2447	1308
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	55.5	0.0	58.2	54.3	0.0	60.4	10.4	7.4	7.4	5.9	9.5	9.7
Incr Delay (d2), s/veh	12.7	0.0	2.2	1.3	0.0	8.9	0.1	0.7	1.3	0.1	1.8	3.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	1.6	2.7	0.0	2.5	0.0	6.5	7.2	0.1	12.7	14.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	68.2	0.0	60.3	55.6	0.0	69.3	10.6	8.1	8.7	6.0	11.3	13.2
LnGrp LOS	E	A	E	E	A	E	B	A	A	A	B	B
Approach Vol, veh/h		188			153			1800			2700	
Approach Delay, s/veh		66.2			61.8			8.3			11.9	
Approach LOS		E			E			A			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.3	99.2	11.4	13.2	5.2	100.2	13.0	11.6				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.1	80.3	6.9	19.7	5.1	80.3	8.5	18.1				
Max Q Clear Time (g_c+l1), s	2.2	21.3	7.7	5.3	2.1	41.2	10.5	6.9				
Green Ext Time (p_c), s	0.0	22.7	0.0	0.1	0.0	31.9	0.0	0.2				
Intersection Summary												
HCM 6th Ctrl Delay			14.3									
HCM 6th LOS			B									

Lendon Connector Residential Development

1: Collins Hill Road & Collins Industrial Way/Lendon Connector






















no-build p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	72	204	319	68	161	158	182	597	156	305	621	72
Future Volume (veh/h)	72	204	319	68	161	158	182	597	156	305	621	72
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	85	240	375	83	196	193	207	678	177	391	796	92
Peak Hour Factor	0.85	0.85	0.85	0.82	0.82	0.82	0.88	0.88	0.88	0.78	0.78	0.78
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	430	219	341	167	621	526	312	848	378	440	1042	120
Arrive On Green	0.05	0.33	0.33	0.06	0.44	0.44	0.09	0.24	0.24	0.18	0.32	0.32
Sat Flow, veh/h	1781	658	1028	1781	1870	1585	1781	3554	1585	1781	3210	371
Grp Volume(v), veh/h	85	0	615	83	196	193	207	678	177	391	441	447
Grp Sat Flow(s),veh/h/ln	1781	0	1685	1781	1870	1585	1781	1777	1585	1781	1777	1804
Q Serve(g_s), s	2.8	0.0	29.9	2.7	6.1	7.3	7.9	16.2	8.6	14.1	20.0	20.0
Cycle Q Clear(g_c), s	2.8	0.0	29.9	2.7	6.1	7.3	7.9	16.2	8.6	14.1	20.0	20.0
Prop In Lane	1.00		0.61	1.00		1.00	1.00		1.00	1.00		0.21
Lane Grp Cap(c), veh/h	430	0	560	167	621	526	312	848	378	440	577	586
V/C Ratio(X)	0.20	0.00	1.10	0.50	0.32	0.37	0.66	0.80	0.47	0.89	0.76	0.76
Avail Cap(c_a), veh/h	449	0	560	181	621	526	312	848	378	451	577	586
HCM Platoon Ratio	1.00	1.00	1.00	1.33	1.33	1.33	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	18.3	0.0	30.1	22.7	18.5	18.8	23.9	32.2	29.4	20.8	27.3	27.3
Incr Delay (d2), s/veh	0.2	0.0	67.7	2.3	0.3	0.4	5.2	7.8	4.1	18.9	9.3	9.2
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	22.1	1.2	2.5	2.5	3.7	7.7	3.6	7.8	9.7	9.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	18.6	0.0	97.8	25.0	18.8	19.3	29.1	40.0	33.5	39.7	36.6	36.4
LnGrp LOS	B	A	F	C	B	B	C	D	C	D	D	D
Approach Vol, veh/h		700			472			1062			1279	
Approach Delay, s/veh		88.2			20.1			36.8			37.5	
Approach LOS		F			C			D			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	20.7	26.0	8.9	34.4	13.0	33.7	8.9	34.4				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.8	20.2	5.1	29.9	8.5	28.5	5.4	29.6				
Max Q Clear Time (g_c+l1), s	16.1	18.2	4.7	31.9	9.9	22.0	4.8	9.3				
Green Ext Time (p_c), s	0.1	1.1	0.0	0.0	0.0	3.0	0.0	1.7				
Intersection Summary												
HCM 6th Ctrl Delay			45.0									
HCM 6th LOS			D									

Lendon Connector Residential Development

2: Buford Drive & Lendon Lane/Reynolds Road

no-build p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	181	46	10	113	22	36	15	2203	78	13	1846	100
Future Volume (veh/h)	181	46	10	113	22	36	15	2203	78	13	1846	100
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1826	1826	1870	1826	1826
Adj Flow Rate, veh/h	226	58	12	118	23	38	16	2319	82	15	2098	114
Peak Hour Factor	0.80	0.80	0.80	0.96	0.96	0.96	0.95	0.95	0.95	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	5	5	2	5	5
Cap, veh/h	290	146	30	258	33	55	159	3332	117	140	3258	176
Arrive On Green	0.12	0.10	0.10	0.07	0.05	0.05	0.02	0.67	0.67	0.02	0.67	0.67
Sat Flow, veh/h	1781	1503	311	1781	634	1048	1781	4944	174	1781	4840	262
Grp Volume(v), veh/h	226	0	70	118	0	61	16	1555	846	15	1437	775
Grp Sat Flow(s),veh/h/ln	1781	0	1814	1781	0	1682	1781	1662	1795	1781	1662	1779
Q Serve(g_s), s	15.4	0.0	4.7	8.1	0.0	4.6	0.4	37.3	37.8	0.3	32.4	32.8
Cycle Q Clear(g_c), s	15.4	0.0	4.7	8.1	0.0	4.6	0.4	37.3	37.8	0.3	32.4	32.8
Prop In Lane	1.00		0.17	1.00		0.62	1.00		0.10	1.00		0.15
Lane Grp Cap(c), veh/h	290	0	176	258	0	88	159	2240	1209	140	2237	1197
V/C Ratio(X)	0.78	0.00	0.40	0.46	0.00	0.69	0.10	0.69	0.70	0.11	0.64	0.65
Avail Cap(c_a), veh/h	290	0	334	258	0	234	199	2240	1209	181	2237	1197
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	49.4	0.0	55.1	53.1	0.0	60.6	10.9	13.0	13.1	12.4	12.2	12.3
Incr Delay (d2), s/veh	12.7	0.0	1.5	1.3	0.0	9.4	0.3	1.8	3.4	0.3	1.4	2.7
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	7.9	0.0	2.2	3.7	0.0	2.2	0.1	13.5	15.3	0.1	11.7	13.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	62.1	0.0	56.6	54.3	0.0	70.0	11.1	14.8	16.4	12.8	13.7	15.0
LnGrp LOS	E	A	E	D	A	E	B	B	B	B	B	B
Approach Vol, veh/h		296			179			2417			2227	
Approach Delay, s/veh		60.8			59.7			15.3			14.1	
Approach LOS		E			E			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.6	92.1	14.2	17.1	6.7	92.0	20.0	11.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.1	73.3	9.7	23.9	5.1	73.3	15.5	18.1				
Max Q Clear Time (g_c+l1), s	2.3	39.8	10.1	6.7	2.4	34.8	17.4	6.6				
Green Ext Time (p_c), s	0.0	25.3	0.0	0.2	0.0	25.5	0.0	0.2				
Intersection Summary												
HCM 6th Ctrl Delay			19.0									
HCM 6th LOS			B									
























Appendix E

Build Intersection Operational Analysis

Lendon Connector Residential Development

1: Collins Hill Road & Collins Industrial Way/Lendon Connector






















future a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	28	77	72	55	421	241	443	527	128	276	354	112
Future Volume (veh/h)	28	77	72	55	421	241	443	527	128	276	354	112
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	33	90	84	71	540	309	521	620	151	349	448	142
Peak Hour Factor	0.86	0.86	0.86	0.78	0.78	0.78	0.85	0.85	0.85	0.79	0.79	0.79
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	136	241	225	391	534	453	573	1128	503	496	674	212
Arrive On Green	0.03	0.27	0.27	0.09	0.57	0.57	0.23	0.32	0.32	0.17	0.25	0.25
Sat Flow, veh/h	1781	890	831	1781	1870	1585	1781	3554	1585	1781	2660	836
Grp Volume(v), veh/h	33	0	174	71	540	309	521	620	151	349	298	292
Grp Sat Flow(s),veh/h/ln	1781	0	1721	1781	1870	1585	1781	1777	1585	1781	1777	1720
Q Serve(g_s), s	1.2	0.0	7.4	2.5	25.7	12.3	18.4	13.0	6.5	12.7	13.5	13.7
Cycle Q Clear(g_c), s	1.2	0.0	7.4	2.5	25.7	12.3	18.4	13.0	6.5	12.7	13.5	13.7
Prop In Lane	1.00		0.48	1.00		1.00	1.00		1.00	1.00		0.49
Lane Grp Cap(c), veh/h	136	0	466	391	534	453	573	1128	503	496	450	436
V/C Ratio(X)	0.24	0.00	0.37	0.18	1.01	0.68	0.91	0.55	0.30	0.70	0.66	0.67
Avail Cap(c_a), veh/h	189	0	491	417	534	453	593	1128	503	523	450	436
HCM Platoon Ratio	1.00	1.00	1.00	2.00	2.00	2.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	25.6	0.0	26.6	21.1	19.3	16.4	18.3	25.4	23.2	19.5	30.1	30.2
Incr Delay (d2), s/veh	0.9	0.0	0.5	0.2	41.7	4.2	17.9	1.9	1.5	4.0	7.5	8.0
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.5	0.0	3.0	1.0	12.3	3.7	9.8	5.6	2.6	5.6	6.6	6.5
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	26.6	0.0	27.1	21.3	61.0	20.6	36.1	27.3	24.7	23.4	37.6	38.2
LnGrp LOS	C	A	C	C	F	C	D	C	C	C	D	D
Approach Vol, veh/h		207			920			1292			939	
Approach Delay, s/veh		27.0			44.4			30.6			32.5	
Approach LOS		C			D			C			C	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	19.4	33.1	8.7	28.9	25.2	27.3	7.3	30.2				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.3	24.5	5.5	25.7	21.7	19.1	5.5	25.7				
Max Q Clear Time (g_c+l1), s	14.7	15.0	4.5	9.4	20.4	15.7	3.2	27.7				
Green Ext Time (p_c), s	0.2	3.3	0.0	0.8	0.3	1.2	0.0	0.0				
Intersection Summary												
HCM 6th Ctrl Delay			34.7									
HCM 6th LOS			C									

Lendon Connector Residential Development

2: Buford Drive & Lendon Lane/Reynolds Road

future a.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	124	30	24	61	40	12	8	1582	106	11	2363	141
Future Volume (veh/h)	124	30	24	61	40	12	8	1582	106	11	2363	141
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1826	1826	1870	1826	1826
Adj Flow Rate, veh/h	155	38	30	84	55	16	9	1683	113	12	2541	152
Peak Hour Factor	0.80	0.80	0.80	0.73	0.73	0.73	0.94	0.94	0.94	0.93	0.93	0.93
Percent Heavy Veh, %	2	2	2	2	2	2	2	5	5	2	5	5
Cap, veh/h	208	73	58	200	77	23	118	3432	230	228	3477	205
Arrive On Green	0.07	0.08	0.08	0.05	0.06	0.06	0.01	0.72	0.72	0.01	0.72	0.72
Sat Flow, veh/h	1781	968	764	1781	1392	405	1781	4771	320	1781	4814	284
Grp Volume(v), veh/h	155	0	68	84	0	71	9	1172	624	12	1743	950
Grp Sat Flow(s),veh/h/ln	1781	0	1733	1781	0	1797	1781	1662	1768	1781	1662	1775
Q Serve(g_s), s	9.5	0.0	4.9	5.7	0.0	5.0	0.2	19.9	19.9	0.2	39.8	41.6
Cycle Q Clear(g_c), s	9.5	0.0	4.9	5.7	0.0	5.0	0.2	19.9	19.9	0.2	39.8	41.6
Prop In Lane	1.00		0.44	1.00		0.23	1.00		0.18	1.00		0.16
Lane Grp Cap(c), veh/h	208	0	131	200	0	100	118	2390	1272	228	2400	1282
V/C Ratio(X)	0.75	0.00	0.52	0.42	0.00	0.71	0.08	0.49	0.49	0.05	0.73	0.74
Avail Cap(c_a), veh/h	208	0	276	200	0	250	169	2390	1272	274	2400	1282
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	54.7	0.0	57.8	54.2	0.0	60.4	11.9	7.9	7.9	6.3	10.6	10.8
Incr Delay (d2), s/veh	13.6	0.0	3.2	1.4	0.0	8.9	0.3	0.7	1.4	0.1	2.0	3.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.2	0.0	2.3	2.7	0.0	2.6	0.1	6.8	7.5	0.1	13.8	16.0
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	68.3	0.0	61.0	55.6	0.0	69.3	12.2	8.6	9.3	6.4	12.5	14.7
LnGrp LOS	E	A	E	E	A	E	B	A	A	A	B	B
Approach Vol, veh/h		223			155			1805			2705	
Approach Delay, s/veh		66.1			61.9			8.9			13.2	
Approach LOS		E			E			A			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.3	98.0	11.4	14.3	5.9	98.4	14.0	11.7				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.1	79.3	6.9	20.7	5.1	79.3	9.5	18.1				
Max Q Clear Time (g_c+l1), s	2.2	21.9	7.7	6.9	2.2	43.6	11.5	7.0				
Green Ext Time (p_c), s	0.0	22.5	0.0	0.2	0.0	29.6	0.0	0.2				
Intersection Summary												
HCM 6th Ctrl Delay			15.6									
HCM 6th LOS			B									

Lendon Connector Residential Development

3: Site Access & Lendon Connector
























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Intersection						
Int Delay, s/veh	2.5					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	131	22	9	171	62	27
Future Vol, veh/h	131	22	9	171	62	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	200	200	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	86	86	78	78	80	80
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	152	26	12	219	78	34
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	178	0	395	152
Stage 1	-	-	-	-	152	-
Stage 2	-	-	-	-	243	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1398	-	610	894
Stage 1	-	-	-	-	876	-
Stage 2	-	-	-	-	797	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1398	-	605	894
Mov Cap-2 Maneuver	-	-	-	-	605	-
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	797	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		0.4		11	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	605	894	-	-	1398	-
HCM Lane V/C Ratio	0.128	0.038	-	-	0.008	-
HCM Control Delay (s)	11.8	9.2	-	-	7.6	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.4	0.1	-	-	0	-

Lendon Connector Residential Development

1: Collins Hill Road & Collins Industrial Way/Lendon Connector























future p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	72	212	319	81	166	166	182	597	191	318	621	72
Future Volume (veh/h)	72	212	319	81	166	166	182	597	191	318	621	72
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	85	249	375	99	202	202	207	678	217	408	796	92
Peak Hour Factor	0.85	0.85	0.85	0.82	0.82	0.82	0.88	0.88	0.88	0.78	0.78	0.78
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	447	227	343	175	640	542	303	802	358	433	1013	117
Arrive On Green	0.05	0.34	0.34	0.09	0.57	0.57	0.09	0.23	0.23	0.18	0.32	0.32
Sat Flow, veh/h	1781	673	1014	1781	1870	1585	1781	3554	1585	1781	3210	371
Grp Volume(v), veh/h	85	0	624	99	202	202	207	678	217	408	441	447
Grp Sat Flow(s),veh/h/ln	1781	0	1688	1781	1870	1585	1781	1777	1585	1781	1777	1804
Q Serve(g_s), s	2.8	0.0	30.4	3.2	5.1	6.2	8.1	16.4	11.1	15.2	20.3	20.3
Cycle Q Clear(g_c), s	2.8	0.0	30.4	3.2	5.1	6.2	8.1	16.4	11.1	15.2	20.3	20.3
Prop In Lane	1.00		0.60	1.00		1.00	1.00		1.00	1.00		0.21
Lane Grp Cap(c), veh/h	447	0	570	175	640	542	303	802	358	433	561	569
V/C Ratio(X)	0.19	0.00	1.09	0.57	0.32	0.37	0.68	0.85	0.61	0.94	0.79	0.79
Avail Cap(c_a), veh/h	467	0	570	181	640	542	303	802	358	433	561	569
HCM Platoon Ratio	1.00	1.00	1.00	1.67	1.67	1.67	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	17.9	0.0	29.8	21.9	13.8	14.0	24.9	33.3	31.3	21.5	28.0	28.0
Incr Delay (d2), s/veh	0.2	0.0	66.1	3.8	0.3	0.4	6.2	10.7	7.4	28.9	10.6	10.5
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	1.1	0.0	22.2	1.4	2.0	2.0	3.8	8.1	4.9	9.4	10.0	10.1
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	18.1	0.0	95.9	25.8	14.1	14.5	31.1	44.0	38.7	50.4	38.6	38.5
LnGrp LOS	B	A	F	C	B	B	C	D	D	D	D	D
Approach Vol, veh/h		709			503			1102			1296	
Approach Delay, s/veh		86.6			16.5			40.5			42.3	
Approach LOS		F			B			D			D	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	21.0	24.8	9.3	34.9	12.9	32.9	8.9	35.3				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	16.5	20.0	5.1	30.4	8.4	28.1	5.4	30.1				
Max Q Clear Time (g_c+l1), s	17.2	18.4	5.2	32.4	10.1	22.3	4.8	8.2				
Green Ext Time (p_c), s	0.0	0.9	0.0	0.0	0.0	2.7	0.0	1.8				
Intersection Summary												
HCM 6th Ctrl Delay			46.9									
HCM 6th LOS			D									

Lendon Connector Residential Development

2: Buford Drive & Lendon Lane/Reynolds Road

future p.m.

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	188	48	19	113	26	36	28	2203	78	13	1846	112
Future Volume (veh/h)	188	48	19	113	26	36	28	2203	78	13	1846	112
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1826	1826	1870	1826	1826
Adj Flow Rate, veh/h	235	60	24	118	27	38	29	2319	82	15	2098	127
Peak Hour Factor	0.80	0.80	0.80	0.96	0.96	0.96	0.95	0.95	0.95	0.88	0.88	0.88
Percent Heavy Veh, %	2	2	2	2	2	2	2	5	5	2	5	5
Cap, veh/h	290	125	50	260	38	54	169	3321	117	139	3187	192
Arrive On Green	0.12	0.10	0.10	0.08	0.05	0.05	0.02	0.67	0.67	0.02	0.66	0.66
Sat Flow, veh/h	1781	1271	508	1781	703	989	1781	4944	174	1781	4808	289
Grp Volume(v), veh/h	235	0	84	118	0	65	29	1555	846	15	1447	778
Grp Sat Flow(s),veh/h/ln	1781	0	1779	1781	0	1692	1781	1662	1795	1781	1662	1774
Q Serve(g_s), s	15.5	0.0	5.8	8.0	0.0	4.9	0.7	37.5	38.0	0.4	33.8	34.3
Cycle Q Clear(g_c), s	15.5	0.0	5.8	8.0	0.0	4.9	0.7	37.5	38.0	0.4	33.8	34.3
Prop In Lane	1.00		0.29	1.00		0.58	1.00		0.10	1.00		0.16
Lane Grp Cap(c), veh/h	290	0	175	260	0	92	169	2232	1206	139	2203	1176
V/C Ratio(X)	0.81	0.00	0.48	0.45	0.00	0.71	0.17	0.70	0.70	0.11	0.66	0.66
Avail Cap(c_a), veh/h	290	0	326	260	0	236	201	2232	1206	180	2203	1176
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	49.7	0.0	55.5	52.7	0.0	60.4	11.9	13.2	13.2	12.6	13.1	13.2
Incr Delay (d2), s/veh	15.7	0.0	2.0	1.2	0.0	9.4	0.5	1.8	3.4	0.3	1.5	2.9
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	8.4	0.0	2.7	3.7	0.0	2.4	0.3	13.7	15.5	0.1	12.4	13.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	65.4	0.0	57.5	53.9	0.0	69.9	12.3	15.0	16.7	12.9	14.6	16.1
LnGrp LOS	E	A	E	D	A	E	B	B	B	B	B	B
Approach Vol, veh/h		319			183			2430			2240	
Approach Delay, s/veh		63.3			59.6			15.5			15.1	
Approach LOS		E			E			B			B	
Timer - Assigned Phs	1	2	3	4	5	6	7	8				
Phs Duration (G+Y+Rc), s	6.6	91.8	14.3	17.3	7.7	90.7	20.0	11.6				
Change Period (Y+Rc), s	4.5	4.5	4.5	4.5	4.5	4.5	4.5	4.5				
Max Green Setting (Gmax), s	5.1	73.3	9.8	23.8	5.6	72.8	15.5	18.1				
Max Q Clear Time (g_c+l1), s	2.4	40.0	10.0	7.8	2.7	36.3	17.5	6.9				
Green Ext Time (p_c), s	0.0	25.1	0.0	0.3	0.0	24.8	0.0	0.2				
Intersection Summary												
HCM 6th Ctrl Delay			19.9									
HCM 6th LOS			B									

Lendon Connector Residential Development

3: Site Access & Lendon Connector

future p.m.

Intersection						
Int Delay, s/veh	2					
Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations	↑	↗	↘	↑	↘	↗
Traffic Vol, veh/h	223	64	29	115	41	18
Future Vol, veh/h	223	64	29	115	41	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	200	200	-	0	0
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	85	85	82	82	75	75
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	262	75	35	140	55	24
Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	337	0	472	262
Stage 1	-	-	-	-	262	-
Stage 2	-	-	-	-	210	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1222	-	551	777
Stage 1	-	-	-	-	782	-
Stage 2	-	-	-	-	825	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1222	-	535	777
Mov Cap-2 Maneuver	-	-	-	-	535	-
Stage 1	-	-	-	-	759	-
Stage 2	-	-	-	-	825	-
Approach	EB		WB		NB	
HCM Control Delay, s	0		1.6		11.7	
HCM LOS					B	
Minor Lane/Major Mvmt	NBLn1	NBLn2	EBT	EBR	WBL	WBT
Capacity (veh/h)	535	777	-	-	1222	-
HCM Lane V/C Ratio	0.102	0.031	-	-	0.029	-
HCM Control Delay (s)	12.5	9.8	-	-	8	-
HCM Lane LOS	B	A	-	-	A	-
HCM 95th %tile Q(veh)	0.3	0.1	-	-	0.1	-

Appendix F

Programmed Infrastructure Project Information Sheets

RZC2019-00010
SUP2019-00022
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Entry Id	Select a Choice	Incident Location	Incident Type	DATE OF INCIDENT	Reported On	Number of Injured Persons	Police Officer & Badge Number	Insurance Company	Insurance Policy Number	Insurance Notification Date	Insurance Policy	Incident Report Prepared By	Title	Email
51	Crest at Berkeley Lake	2904 Wesley Plantation Drive	Break in Apartment	2019-07-08	2019-07-08	0	Sgt. Smith 41134	Lemonade	LP84500009	Unknown	2904 Insurance.pdf	Michelle Phylax	Community Manager	MANAGER@CRESTBERKELEYLAKE.COM
52	Crest at Sugarloaf	3 Building	Theft	2019-09-09	2019-09-09	0	Case 419-083142	unknown				Heidi Glow	Community Manager	manager@crest@sugarloaf.com
53	Crest at Berkeley Lake	Maintenance Shop	Theft	2019-12-04	2019-12-30	0	M. Howell 41368	TMG Insurance				Michelle Phylax	Community Manager	manager@crestberkeleylake.com
54	Crest at Sugarloaf	13 bldg	Vandalism	2019-12-36	2019-12-36	0	Franko case number 19-119053	n/a				Heidi Glow	Community Manager	manager@crest@sugarloaf.com
55	Crest at Sugarloaf	5302	Theft	2020-01-08	2020-01-09	0	Pending	na				Heidi Glow	Community Manager	manager@crest@sugarloaf.com
56	Crest at Sugarloaf	Phase 1 Mailboxes	Vandalism	2020-01-29	2020-01-29	0	n/a	na				Heidi Glow	Community Manager	manager@crest@sugarloaf.com
57	Crest at Sugarloaf	22 bldg	Theft	2020-03-17	2020-03-17	0	Knew 43878	na				Heidi Glow	Community Manager	manager@crest@sugarloaf.com

Company Name (Code): The Management Group (TMG)	
Last Revision Date:	7-12-17

Screening Policy, Credit Policy:	TMG01, 666	Credit Product
Applies to:	Applicants	RiskScore

RESIDENT SCREENING CRITERIA

WORKFLOW

1. Run Credit, Premium National Criminal, Premium National Civil Court, Rent Bureau, and OFAC Automatically
2. Screening Is Complete
3. N/A

RISKSCORE

Credit Risk	Result
650-850	Accept W/ Normal Deposit
600-649	Total Deposit Equal to \$400
575-599	Total Deposit Equal to \$500
500-574	Total Deposit Equal to 1 Month Rent
300-499	Reject

No RiskScore Available	Total Deposit Equal to 1 Month Rent
------------------------	-------------------------------------

INCOME CRITERIA

Rent-to-Income Ratio	Result
Ratio less than 33%	Accept W/ Normal Deposit
Ratio more than 33%	Guarantor Required
N/A	N/A

EMPLOYMENT/ RESIDENCY CRITERIA

Length of History	Employment	Residency	Result
	N/A	N/A	N/A
	N/A	N/A	N/A
	-	No Residency History	N/A
	A Negative History	A Negative History	N/A

APARTMENT COMMUNITY FILTER

Scoring Criteria	
Sum of Balances in last 60 months exceeding \$1.00	Decline
N/A	N/A

UTILITY RELATED COLLECTIONS OR JUDGMENTS

Scoring Criteria	Scoring Criteria
N/A	N/A
N/A	N/A
Exclude from Scoring	N/A

NOVA INTERNATIONAL CREDIT

Minimum Score	New Result
N/A	N/A

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CRIMINAL SCORING POLICY	
Product:	Premium National Criminal
Activation Date:	6-15-17
Revision Date	N/A

9.

NATIONAL SEX OFFENDER REGISTRY RECORDS	
National Sex Offender Record Found	Decline

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CRIMINAL RECORDS						
Offenses	Felony (Years)	Pending Felony (1 Year)	Misdemeanor (Years)	Pending Misd (1 Year)	Patterns of Misdemeanor	Return R
1) Alcohol Related	10	X	0			Always
2) Arson	10	X	5	X		
3a) Assault and Battery I	Any	X	5	X		
3b) Assault and Battery II	Any	X	5	X		
4) Bad Checks	5	X	5	X		
5a) Burglary I	10	X	5	X		
5b) Burglary II	10	X	5	X		
6) Crimes Against Animals	7	X	3	X		
7) Crimes Against Children	Any	X	5	X		
8) Crimes Against Gov't	25	X	5	X		
9) Cyber Crimes	7	X	5	X		
10) Destruction of Property	10	X	5	X		
11) Disturbance of Peace	10	X	5	X		
12) Domestic Crimes	Any	X	5	X		
13a) Drug Offenses I	0		0			
13b) Drug Offenses II	0		0			
14a) Drug Offenses III	7	X	0			
14b) Drug Offenses IV	7	X	0			
14c) Drug Offenses V	7	X	0			
14d) Drug Offenses VI	7	X	0			
14e) Drug Offenses VII	7	X	0			
15) Embezzlement	7	X	0			
16a) Fraud I	10	X	5	X		
16b) Fraud II	10	X	5	X		
17) Gambling	10	X	0			
18) Harassment	Any	X	5	X		
19a) Homicide I	Any	X	5	X		
19b) Homicide II	Any	X	5	X		
19c) Homicide III	Any	X	5	X		
19d) Homicide IV	Any	X	5	X		
20a) Kidnapping I	Any	X	5	X		
20b) Kidnapping II	Any	X	5	X		
21) Organized Crime	10	X	5	X		
22) OUI, OVI, DWI	10	X	0			
23) Petit Theft	7	X	0			
24) Purposely Obstructs the Law	10	X	5	X		
25) Robbery	Any	X	5	X		
26) Sex Crimes - Other	Any	X	5	X		
27a) Sex Crimes Against a Person	Any	X	5	X		
27b) Sex Crimes Against a Child	Any	X	5	X		
28) Theft/Larceny	7	X	0			
29) Traffic Violations	0		-		-	
30) Trespassing	7	X	0			
31a) Weapons Related I	7	X	0			
31b) Weapons Related II	7	X	0			
32) Incarceration (Due to Conviction) Release Date	0		0	-	-	
33) Any Offense Not Listed	Any	X	10	X		

HOUSING CRITERIA					
RENTAL HISTORY					
Rental History	Problem Type	Quantity	Timeframe (Months)	Minimum Value	Result
	Late Payments	N/A	N/A	-	N/A
	NSFs	N/A	N/A	-	N/A
	Outstanding Balances	1	60	-	Decline
	Write-Offs	-	60	\$100.00	Decline
	Collections	-	60	\$1.00	Decline

9.

CIVIL COURT RECORDS					
Civil Court Records	Problem Type	Quantity	Timeframe	Minimum Value	Result
	Filings / Unlawful Detainers	2	1 Year	-	Decline
	Monetary Judgment	1	5 Years	\$1	Decline
	Possession / Forcible Detainers	1	3 Years	-	Decline
Dispute Exception	N/A				

REEVALUATION INSTRUCTIONS	
Apartment Communities- applicants that have a collection, judgment or outstanding balance against them from a previous apartment community are Rejected. If, however, previous judgment or outstanding balance has been satisfied applicant can be reevaluated.	
N/A	

GROUP SCORING INSTRUCTIONS	
Take the Highest score and apply it to the group. Denials due to Criminal, civil, and rental history will cause an automatic group denial	

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SPECIAL INSTRUCTIONS		
Unreliable Risk Score	YRS Rescore of Application using Policy TMG04 and Vax 1367	9.
N/A	N/A	
N/A	N/A	
N/A	N/A	

CORPORATE APPLICATION SCORING CRITERIA	
INTELLIScore	RESULT
N/A	N/A
N/A	N/A
N/A	N/A
Notes	N/A

DISCLAIMER
RENTGROW REPORTS INFORMATION ABOUT APPLICANTS IN ACCORDANCE WITH APPLICABLE STATE AND FEDERAL LAW. HOWEVER, OTHER FEDERAL, STATE OR LOCAL LAWS AND REGULATIONS MAY APPLY TO YOUR USE OF THIS INFORMATION. IN SETTING UP YOUR SCREENING POLICY AND WHEN MAKING RENTAL DECISIONS, INCLUDING DECISIONS BASED IN WHOLE OR IN PART ON INFORMATION PROVIDED BY RENTGROW, IT IS YOUR SOLE RESPONSIBILITY TO UNDERSTAND AND ABIDE BY ALL SUCH LAWS AND REGULATIONS.

RZC2019-00010
SUP2019-00022
Received: 06.12.2020
Planning & Dev



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: NEW BUSINESS

Item: RZR2020-00005; Aizaz Shaikh, LLC; 284 Hurricane Shoals Road

Department: Planning and Development

Date of Meeting: Monday, June 22, 2020

Applicant Request: Rezoning from RM-12 to BG

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Staff Recommendations

Summary: The applicant requests a rezoning of the property from RM-12 (General Residence District) to BG (General Business District) in order to use the existing structure as a Real Estate office.

Attachments/Exhibits:

- RZR2020-00005 Report
- RZR2020-00005 Attachments

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING REPORT

CASE NUMBER: RZR2020-00005
APPLICANT: AIZAZ SHAIKH, LLC
CONTACT: AIZAZ SHAIKH
PHONE NUMBER: 470.365.8565
ZONING CHANGE: RM-12 TO BG
LOCATION: 284 HURRICANE SHOALS RD NW
PARCEL ID: R7010 001
ACREAGE: 0.51
PROPOSED DEVELOPMENT: OFFICE SPACE
DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

ZONING HISTORY:

The property has been zoned RM-12 (General Residence District) since 1987.

PROJECT DATA:

The applicant requests the rezoning of a 0.51-acre parcel from RM-12 (General Residence District) to BG (General Business District) to continue using the property as an office. The subject property is located along the southern right-of-way of Hurricane Shoals Road, immediately south of its intersection with Dogwood Lane.

The property is developed with a 1-story office building, paved parking lot and associated driveway, with one suite occupied by a real estate office. According to the letter of intent, the purpose of the rezoning request is to bring the property into conformity with the City’s policies and ordinances with no proposal to alter or redevelop the property site. According to the survey, access to the property is from Hurricane Shoals Road with 11 parking spaces at the front and rear of the building connected by a one-way circular drive. The property may need a variance to reduce the buffer from the western side of the property which may be approved by City Council at the Public Hearing.

The property lies within the Medical Service Cluster and the College Corridor Character Areas of the 2040 Comprehensive Plan and Future Development Map. Both character areas are intended to be home to a range of office and commercial uses and may include a diversity of development types. The property is situated along a major road connecting to transportation corridors, which may make it a suitable location for office use.

The surrounding area is characterized by commercial, single and multifamily residential developments along Hurricane Shoals Road. Adjacent to the south are properties zoned RM-12, developed as a duplex subdivision. Adjacent to the west, is a property zoned RM-12 and developed with a single-family residence. To the north across Hurricane Shoals Rd and at the corners of Dogwood Lane are properties zoned RS-150 (Single-Family Residence 15,000 Square Feet District), developed with single-family residences. Adjacent to the east is a BG-zoned property developed with a gas station and convenience store.

In conclusion, if properly conditioned, the requested BG rezoning may be suitable at this location and consistent with the policies of the City of Lawrenceville 2040 Comprehensive Plan. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No Comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

WATER DEPARTMENT

No Comment.

CODE ENFORCEMENT

No Comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZR2020-00005:

Approval as BG (General Business District), subject to the following enumerated conditions:

1. To restrict the use of the property as follows:

To allow uses permitted in the BG Zoning District. The following uses shall be prohibited:

- A. Adult Bookstores or Entertainment
 - B. Automotive Parts Stores
 - C. Bail Bonding
 - D. Contractors Offices
 - E. Emissions Inspection Stations
 - F. Equipment Rental
 - G. Extended Stay Hotels or Motels
 - H. Hookah/Vapor Bar or Lounge
 - I. Pawn Shop
 - J. Recovered Materials Processing Facilities
 - K. Smoke or Novelty Shop
 - L. Tobacco or Novelty Shop
 - M. Tattoo and Body Piercing
 - N. Taxidermists
 - O. Title Loan Facility
 - P. Yard Trimming Composting Facilities
2. Provide and maintain a 10-foot enhanced buffer along the eastern and southern property lines. Sparsely vegetated area shall be enhanced. Allowing driveway encroachment into the western property line buffer. Future development; Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.
3. The existing structure and site shall be brought into compliance with all applicable building, development, and zoning rules and regulations.
4. All parking and driveway surfaces shall be paved and striped to City standards.

5. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Hurricane Shoals Road except for ingress and egress subject to the review and approval by the Director of Planning and Development.

Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.

6. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
7. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
8. Peddlers and/or parking lot sales shall be prohibited.
9. Outdoor storage shall be prohibited.
10. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
11. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
12. Outdoor storage and overnight parking shall be prohibited.

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of an adjacent and nearby property?** *Yes.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan?** *Yes.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal?** *No.*

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 2.
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *None.*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The proposed zoning change may be compatible with the recommendations of the 2040 Comprehensive Plan and Future Development Map.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed zoning?** *It is suitable.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *NA*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The property meets the intent of the character areas.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Other sites are available.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *It is suitable, provided a variance on landscape buffer is approved with the rezoning approval.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Aizaz Shaikh, LLC</u>	NAME: <u>MAW Promise, LLC</u>
ADDRESS: <u>284 Hurricane Shoals Rd NW</u>	ADDRESS: <u>284 Hurricane Shoals Rd NW</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Aizaz Shaikh</u> PHONE: <u>470-365-8565</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RM-12</u> REQUESTED ZONING DISTRICT: <u>BG</u>	
PARCEL NUMBER(S): <u>7010 001</u> ACREAGE: <u>0.51</u>	
ADDRESS OF PROPERTY: <u>284 Hurricane Shoals Rd NW, Lawrenceville, GA 30046</u>	

[Signature] 3-4-2020
SIGNATURE OF APPLICANT DATE

[Signature] 03/03/2020
SIGNATURE OF OWNER DATE

Aizaz Shaikh
TYPED OR PRINTED NAME

Monica Woodard
TYPED OR PRINTED NAME

Melisa Bozic 3/4/2020
NOTARY PUBLIC DATE

[Signature]
NOTARY PUBLIC DATE



70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org



RZR 2020. 00005

Legal Description

All that tract or parcel of land lying and being in Land Lot 10 of the 7th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin found on the Land Lot line common to Land Lots 145 and 10 and the District line common to the 7th District and 5th District, said County, 125.10 feet Northeasterly from the Southwest corner of Land Lot 10, as measured along said common Land Lot line and District line; thence leaving said common Land Lot line and District line and running North 17 degrees 14 minutes 33 seconds West, a distance of 218.73 feet to an iron pin found on the Southeasterly right-of-way line of Hurricane Shoals Road (100 foot right-of-way); thence running Northeasterly along the Southeasterly right-of-way line of Hurricane Shoals Road North 79 degrees 31 minutes 29 seconds East, a distance of 110.44 feet to an iron pin found; thence leaving the Southeasterly right-of-way line of Hurricane Shoals Road South 17 degrees 14 minutes 33 seconds East, a distance of 179.10 feet to an iron pin found on the Land Lot Line common to Land Lots 10 and 145, and the District line common to the 7th and 5th Districts, said County; thence running Southwesterly along said common Land Lot and District line South 59 degrees 8 minutes 48 seconds West, a distance of 112.85 feet to an iron pin found and the POINT OF BEGINNING, containing 0.501 acres, more or less, as shown on that certain survey for WACHOVIA BANK OF GEORGIA, N.A., OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY and HOMEMART REALTY GROUP, INC., prepared by Alvin E. Vaughn & Assoc., Inc., dated July 27, 1995, and being the seal of A. E. Vaughn, GRLS No. 1829.

Subject Property Address: 284 Hurricane Shoals Rd NW, Lawrenceville, GA 30046

PARCEL NO.: R7010 001

RZR2020-00005

Aizaz Shaikh, LLC
284 Hurricane Shoals Rd NW. Lawrenceville, GA 30046
(470) 365-8565
aizaz.agent@gmail.com
aizazshaikh.atlantaareahomesearch.com

City of Lawrenceville Planning and Development
70 S Clayton St. Lawrenceville, GA 30046

To Whom It May Concern,

Since 1995, the property located at 284 Hurricane Shoals Rd NW has been licensed and used as a Real Estate Office. The zoning does not reflect the use nor does it reflect the county records. The CO from January 2000 issued by the City of Lawrenceville reflects BG zoning. Therefore, we are requesting that the zoning for Parcel R7010 001 be updated from RM-12 to BG in order to match the use and county records.

Warm regards,

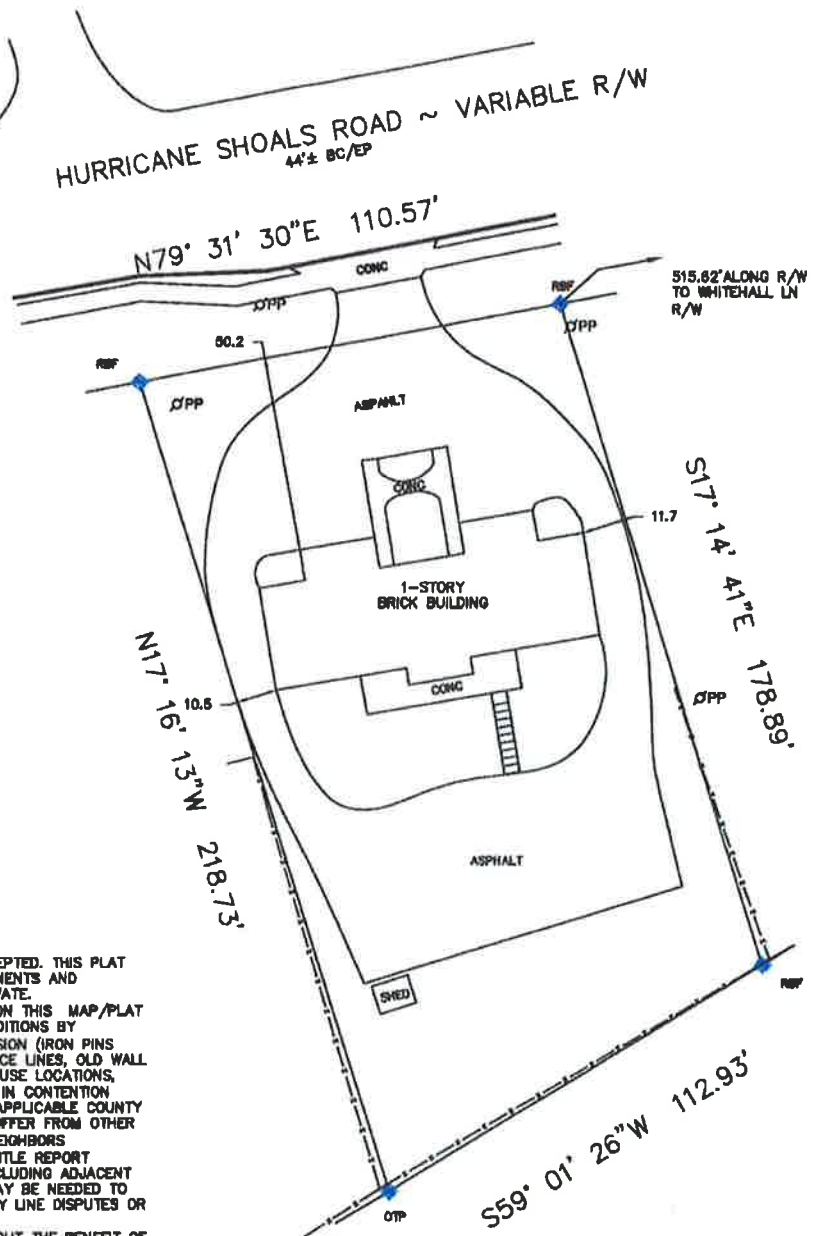


Aizaz Shaikh
Managing Member

• LEGEND •
NOTE: ALL ITEMS IN THIS LEGEND MAY NOT APPEAR ON THIS PLAT.
AKA ALSO KNOWN AS
APO AS PER DEED
APP AS PER PLAT
BL BUILDING (SETBACK) LINE
CP COMPUTED POINT
CTP CRIMP TOP PIPE FOUND
D DEED (BOOK/PAGE)
DW DRIVEWAY
EP EDGE OF PAVEMENT
FTE FINISH FLOOR ELEVATION
FKA FORMERLY KNOWN AS
HWD HARDWOOD TREE
IPF IRON PIN FOUND
L ARC LENGTH
LL LAND LOT
LLL LAND LOT LINE
N NEIGHBOR'S
N/F NOW OR FORMERLY
NAIL NAIL FOUND
P PLAT (BOOK/PAGE)
POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT
R RADIUS LENGTH
R/W RIGHT-OF-WAY
RSF REINFORCING BAR FOUND
RS 1/2" REINFORCING BAR SET
SW SIDEWALK
UNO UNLESS NOTED OTHERWISE
W/ WITH
-X- FENCE LINE

NO DETERMINATION OF FLOOD HAZARD HAS BEEN MADE FOR THIS PROPERTY BY THIS SURVEYOR.

ALL MATTERS OF TITLE ARE EXCEPTED. THIS PLAT IS SUBJECT TO ALL LEGAL EASEMENTS AND RIGHTS-OF-WAY PUBLIC OR PRIVATE.
NOTE: PROPERTY LINES SHOWN ON THIS MAP/PLAT REPRESENT PHYSICAL FIELD CONDITIONS BY EVIDENCE OF APPARENT POSSESSION (IRON PINS FOUND, OLD & ESTABLISHED FENCE LINES, OLD WALL LINES, SHRUB & HEDGE LINE, HOUSE LOCATIONS, ETC.) THEY MAY DIFFER AND BE IN CONTENTION FROM EVIDENCE FOUND AT THE APPLICABLE COUNTY COURTHOUSE. THEY MAY ALSO DIFFER FROM OTHER SURVEYOR OPINIONS AND/OR NEIGHBORS SURVEYS/PLATS. A FULL LAND TITLE REPORT OPINION ON ALL PROPERTIES, INCLUDING ADJACENT AND CONTIGUOUS PROPERTIES MAY BE NEEDED TO RESOLVE ALL POSSIBLE PROPERTY LINE DISPUTES OR DISCREPANCIES.
THIS MAP/PLAT WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY. THIS MAP/PLAT IS SUBJECT TO REVISIONS AND UPDATE UPON RECEIPT OF SAID TITLE COMMITMENT.
BUILDING LINES SHOWN HEREON DERIVED FROM VARIOUS ONLINE SOURCES. THEY MAY BE IN CONTENTION WITH OR DIFFER FROM INTERPRETATIONS OF GOVERNING AUTHORITIES.



PROPERTY ADDRESS:
284 Hurricane Shoals Rd NW
Lawrenceville, GA 30046

LAND AREA:
21820 SF
0.501 AC

PLAT PREPARED FOR:
284 Hurricane Shoals
Rd NW

PARCEL ID: 7010 001
LAND LOT 10 7th DISTRICT BY:
GWINNETT COUNTY, GEORGIA FIELD DATE: 1-04-2020 NS
LOCATED IN LAWRENCEVILLE DRAWN DATE: 1-08-2020 SS
REFERENCE: PLAT BOOK , PAGE ALL MATTERS OF TITLE ARE
REFERENCE: DEED BOOK , PAGE EXCEPTED. NOT TO BE RECORDED
HIGH LINES TO CORRECT PROPERTY



SURVEY SYSTEMS ATLANTA
2156 W Park Ct, Ste D, Stone Mtn, GA 30087
COA #LSF000867, info@SurveySystemsAtlanta.com
Cell 678-591-6084 ~ Office 404-760-0010

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE OF 1 FOOT IN 30,000+ FEET, AN ANGULAR ERROR OF 05 SECONDS PER ANGLE POINT AND WAS ADJUSTED USING THE LEAST SQUARES METHOD. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND FOUND TO BE ACCURATE TO 1 FOOT IN 40,000+ FEET. AN ELECTRONIC TOTAL STATION WAS USED IN THE PREPARATION OF THIS PLAT. NO STATE PLANE MONUMENT FOUND WITHIN 500' OF THIS PROPERTY.

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-8-67.

0 30
SCALE 1" = 30'

RZR 2020-00005






10.

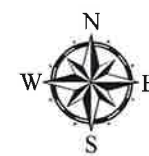
The City of Lawrenceville
Planning & Development

Aerial Map and
Surrounding Area
File # RZR2020-00005

Applicant:
Aizaz Shaikh

Legend

-  Subject Property
-  Roads
-  Parcels



0 37.5 75






The City of Lawrenceville
Planning & Development





Location Map and
Surrounding Zoning
File # RZR2020-00005

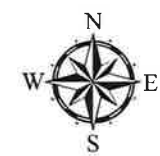
Applicant:
Aizaz Shaikh

Legend

-  Subject Property
-  Roads
-  Parcels

ZONING

-  BG General Business
-  OI Office Institutional
-  RM-12 General Residence
-  RS150 Single-Family Residence





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL REGULAR MEETING
AGENDA CATEGORY: NEW BUSINESS

Item: SUP2019-00018; Jon Stewart; 905 Grayson Highway

Department: Planning and Development

Date of Meeting: Monday, June 22, 2020

Applicant Request: To allow Outdoor Recreation

Presented By: Todd Hargrave

Department Recommendation: Denial

Planning Commission Recommendation: Approval with Planning Commission Recommendations

Summary: The applicant requests a Special Use Permit to allow a baseball field as outdoor recreation.

Attachments/Exhibits:

- SUP2019-00018 Report
- SUP2019-00018 Attachments
- SUP2019-00018_PC RECOMMENDED CONDITIONS
- SUP2019-00018_P&D WORK SESSION COMMENTS

**CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE REPORT**

CASE NUMBER: SUP2019-00018
APPLICANT: JON STEWART
CONTACT: JON STEWART
PHONE NUMBER: 770.309.7972
LOCATION: 905 GRAYSON HWY
PARCEL ID: R5139 043
ACREAGE: 2.03
PROPOSED DEVELOPMENT: OUTDOOR RECREATION
DEPARTMENT RECOMMENDATION: **DENIAL**

ZONING HISTORY:

The property has been zoned BG (General Business District) since 1971.

PROJECT DATA:

The applicant requests a Special Use Permit of a 2.03-acre property, zoned BG (General Business District), to allow a practice ball field. The subject property is located along the western right-of-way of Grayson Highway, just north of its intersection with Plantation Blvd.

The property is currently developed with a brick building, parking lot, and associated driveway. The athletic field is located immediately adjacent to the existing building on the southern portion of the property. Construction of the athletic field was done without the necessary approvals and permits from the City, and based on the physical location of the field the construction may have encroached into the required 25-foot undisturbed natural vegetation buffer and 25-foot impervious setback. The application is the result of a Code Enforcement investigation; which concluded with the applicant submitting an application for Special Use permit.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Neighborhood Mixed-Use Area. The vision for this character area is to provide centers of activity, public gathering spaces, and recreational facilities. Although the proposed athletic field may be considered consistent with the intent of the 2040 Comprehensive Plan, the applicant did not demonstrate Best Management Practices (BMP's), obtain the necessary permits or consult with the city before beginning construction. Therefore,

the requested Special Use Permit allowing outdoor recreations may be considered inconsistent with policies and procedures of the City of Lawrenceville.

The surrounding area is characterized by a mix of commercial and single-family uses. Immediately to the north, are properties zoned BG (General Business District) located within the city limits. To the east across Grayson Highway, are properties zoned BG and RS-150 (Single Family Residence District) which are used for various commercial and institutional uses. To the south, is an undeveloped parcel of land zoned BG. To the west, is the Oakdale Woods single-family subdivision, zoned R-75 (Single Family Residence District) located in unincorporated Gwinnett County.

In conclusion, the applicant's failure to obtain the necessary permits and approval from the City, and the encroachment in the required undisturbed buffer and impervious setback does not necessarily warrant support from the Department. Therefore, the Planning and Development Department recommends **Denial** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:**ENGINEERING DEPARTMENT**

Any portion of adjoining Pugh's Creek that is not piped will possibly require a 50' undisturbed buffer.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

DAMAGE PREVENTION DEPARTMENT

No comment.

CODE ENFORCEMENT

In 2019, there was a case for prohibited use in the BG district for outdoor activity associated with the ball field. Owner was advised to obtain a Special Use Permit.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00018

NOTE: The following conditions are provided as a guide should the City Council choose to approve the petition of this request.

Approval of Special Use Permit for Outdoor Recreation, subject to the following enumerated conditions:

1. The site shall be brought into compliance with all applicable building, development, and zoning rules and regulations.
2. Provide and maintain the required 25-foot undisturbed natural vegetation buffer and 25-foot impervious setback. The buffer and setback shall be reestablished to provide adequate screening from neighboring properties.
3. Remove existing Pole Sign from the subject property or bring the existing sign into compliance with the rules and regulations of the Zoning Ordinance. Subject to the review and approval of the Planning and Development Director.
4. Ground Signage shall be limited to a maximum height of 12 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet.
5. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
6. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
7. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
8. Outdoor storage shall be prohibited.
9. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
10. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes.*
2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?** *Yes.*
3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use proposal in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan?** *Yes.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use proposal?** *No.*

ZONING ORDINANCE SECTION 13.3 SPECIAL USE PERMIT PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 2
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *None*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The proposed use is compatible with the recommendations of the 2040 Comprehensive Plan and Future Development Map.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed zoning?** *The property is at a location that makes the development viable.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *NA*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The property meets the intent of the character are, however, the applicant began development without the correct reviews or permits.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Other commercially-zoned sites are available in the city.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *The development may be encroaching into buffers that are required to be undisturbed.*



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Jon Stewart</u>	NAME: <u>Same</u>
ADDRESS: <u>905 Grayson Hwy</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: _____ ZIP: _____
PHONE: <u>770-309-7972</u>	PHONE: _____
CONTACT PERSON: <u>Jon Stewart</u> PHONE: <u>770 309 7972</u>	
CONTACT'S E-MAIL: <u>elitesportinggoods@yahoo.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): _____ ACREAGE: <u>2.03</u>	
PARCEL NUMBER(S): <u>R5139 043</u>	
ADDRESS OF PROPERTY: <u>905 Grayson Hwy Lawrenceville Ga 30046</u>	
PROPOSED SPECIAL USE: _____	

[Signature] 8-1-19
SIGNATURE OF APPLICANT DATE

[Signature] 8-6-20
SIGNATURE OF OWNER DATE

Jon Stewart
TYPED OR PRINTED NAME
[Signature] 08/02/2019
NOTARY PUBLIC DATE
MARY MARTIN
NOTARY PUBLIC
WINNETT COUNTY

Jon Stewart
TYPED OR PRINTED NAME
[Signature]
NOTARY PUBLIC
KIMBERLY BANEY
NOTARY PUBLIC
WINNETT COUNTY
EXPIRES 12/31/2021

5 Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046
770.963.2414 • www.lawrencevillega.org

SUP2019-00018

BK50381-00462

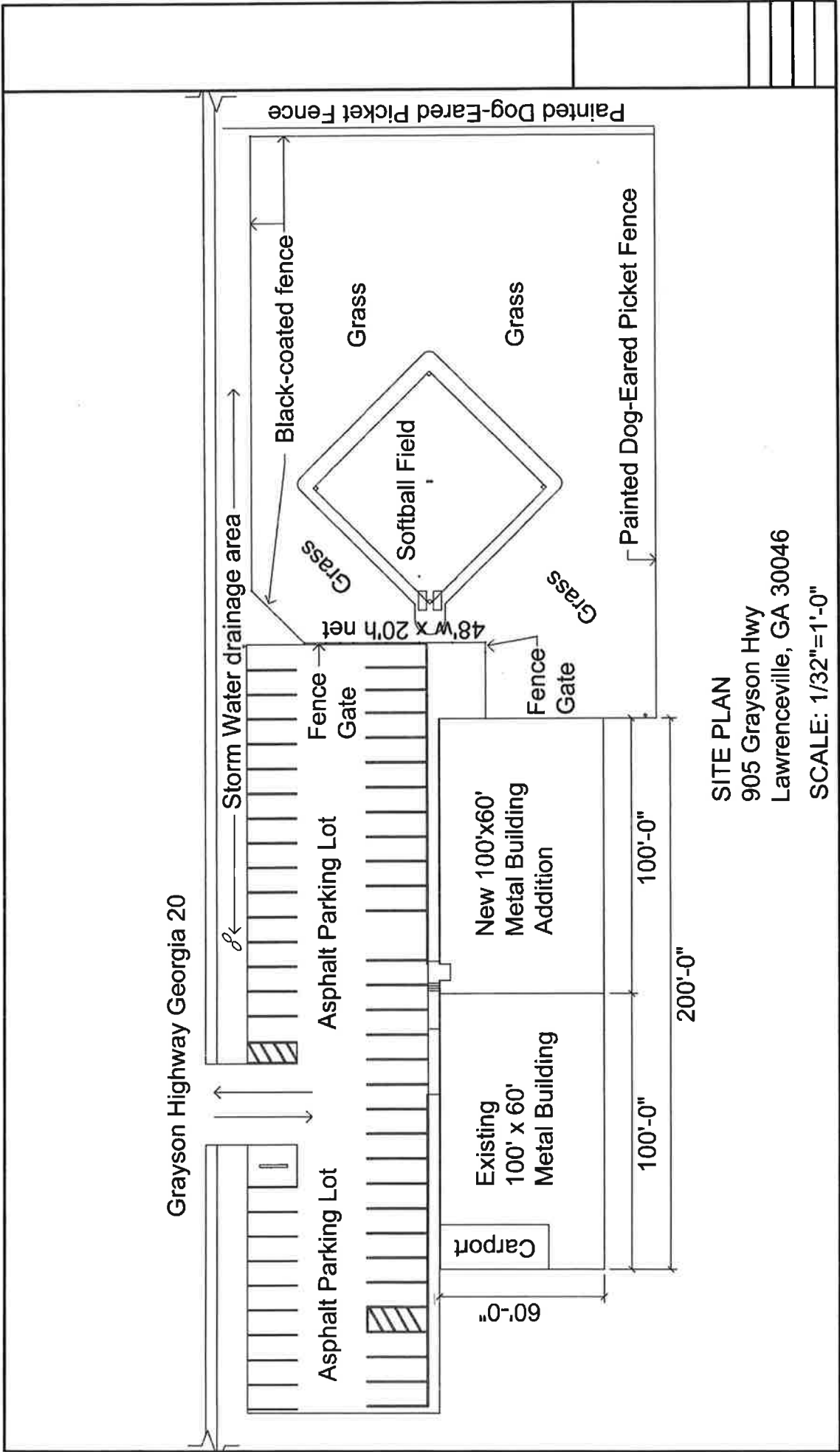
EXHIBIT "A"

All that tract or parcel of land lying and being in Land Lot 139 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

To find the True Point of Beginning commence at the intersection of the southerly r/w line of Black Oak Court with the westerly r/w line of GA Highway 20, thence southeasterly along the westerly r/w line of GA Highway 20, a distance of 961.30 feet to the True Point of Beginning; thence south 16 degrees 20 minutes 39 seconds east along the westerly r/w line of GA Highway 20, a distance of 123.68 feet; thence south 74 degrees 04 minutes 09 seconds west along the westerly r/w line of GA Highway 20, a distance of 10.44 feet; thence south 16 degrees 20 minutes 25 seconds east along the westerly r/w line of GA Highway 20, a distance of 340.08 feet; thence south 74 degrees 04 minutes 09 seconds west along the westerly r/w line of GA Highway 20, a distance of 29.51 feet; thence south 16 degrees 13 minutes 47 seconds east along the westerly r/w line of GA Highway 20, a distance of 28.01 feet; thence south 73 degrees 38 minutes 19 seconds west leaving the westerly r/w line of GA Highway 20, a distance of 149.75 feet; thence north 16 degrees 21 minutes 47 seconds west a distance of 491.38 feet; thence north 73 degrees 36 minutes 43 seconds east a distance of 189.94 feet to a point on the westerly r/w line of GA Highway 20 and the True Point of Beginning.

Said tract containing 2.035 acres of land and being shown more clearly on a plat of survey entitled Survey for Awesome Fiberglass and Body Work Specialist Inc., Lehman Brothers Bank, Sandy Spring Title Agency & Commonwealth Land Title Insurance Company, prepared by Advance Survey, Inc., dated October 14, 2005, last revised November 16, 2005.

SU2019-00018



SITE PLAN
905 Grayson Hwy
Lawrenceville, GA 30046
SCALE: 1/32"=1'-0"

50990104.000018






The City of Lawrenceville
Planning & Development





Location Map and Surrounding Zoning File # SUP19-00018

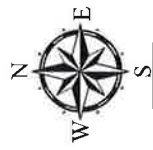
Applicant:
Jon Stewart

Legend

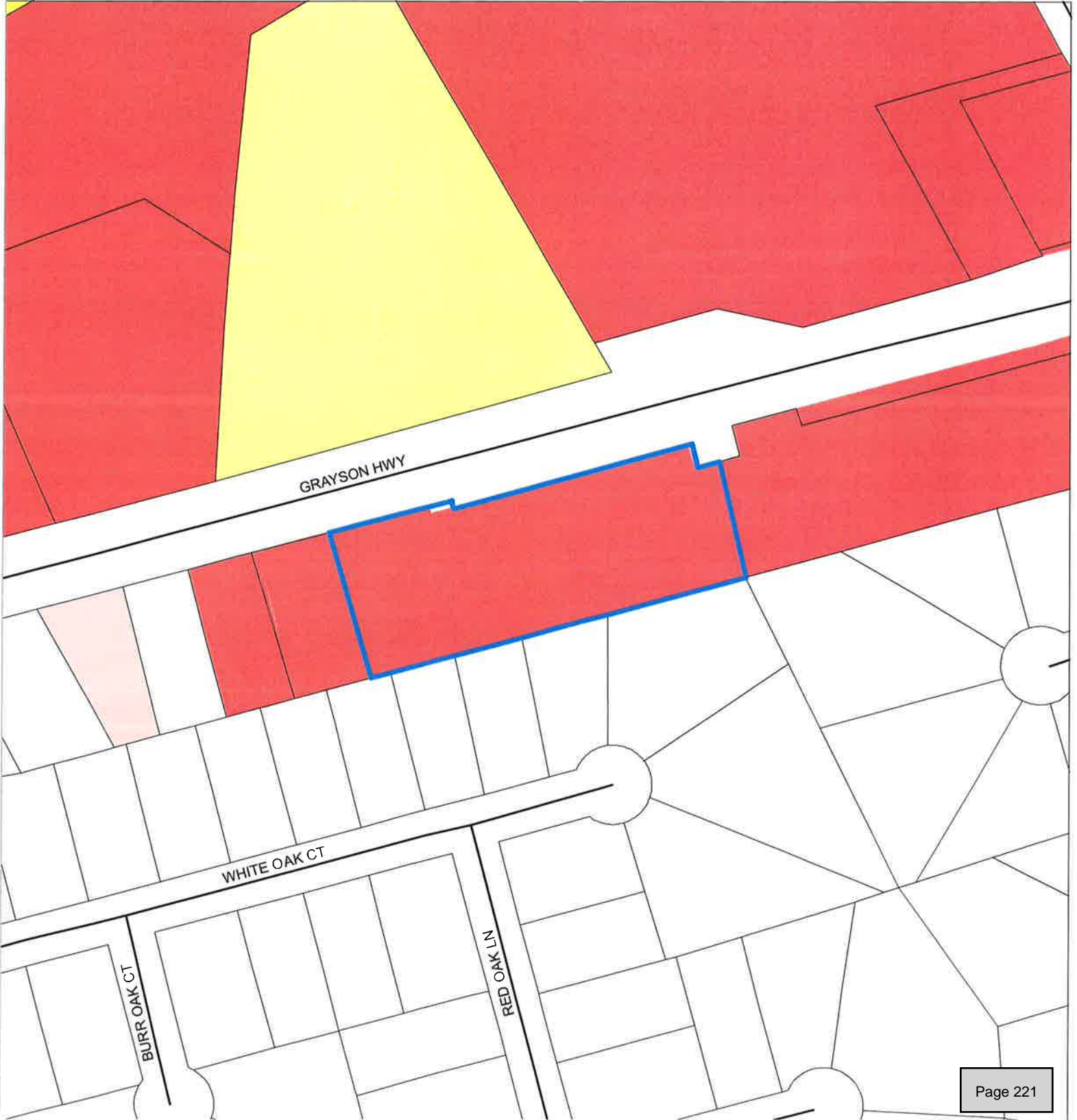
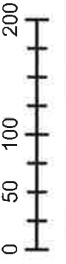
-  Subject Property
-  Roads
-  Parcels

PRIMARY ZONING

-  BG General Business
-  OI Office Institutional
-  RS150 Single-Family Residence
-  RS180 Single-Family Residence



11.





The City of Lawrenceville
Planning & Development

**Aerial Map and
Surrounding Area
File # SUP19-00018**

Applicant:
Jon Stewart

Legend



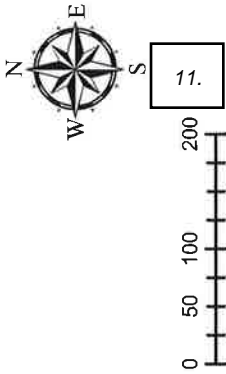
Subject Property



Roads



Parcels



11.



**PLANNING COMMISSION
RECOMMENDED CONDITIONS**

ADDITION – **BOLD**

DELETION - ~~STRIKETHROUGH~~

SUP2020-00018

NOTE: The following conditions are provided as a guide should the City Council choose to approve the petition of this request.

Approval of Special Use Permit for Outdoor Recreation, subject to the following enumerated conditions:

1. The site shall be brought into compliance with all applicable building, development, and zoning rules and regulations.
2. **Hours of operations shall be limited to 8 AM until 8PM, Monday through Saturday, and Noon until 5 PM on Sunday.**
3. Provide and maintain the required 25-foot undisturbed natural vegetation buffer and 25-foot impervious setback. The buffer and setback shall be reestablished to provide adequate screening from neighboring properties.
4. ~~Remove Existing Pole Sign from the subject property or bring the existing sign~~ **shall be brought** into compliance with the rules and regulations of the Zoning Ordinance, **within 12 months of the adoption of an Ordinance amending the City of Lawrenceville Official Zoning Map.** Subject to the review and approval of the Planning and Development Director.
5. Ground Signage shall be limited to a maximum height of 12 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet.
6. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
7. ~~Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right of ways.~~ **Outdoor lighting associated with outdoor recreation shall be prohibited.**

8. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
9. Outdoor storage shall be prohibited.
10. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
11. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

PLANNING COMMISSION
RECOMMENDED CONDITIONS – June 9, 2020

ADDITION – **BOLD**

DELETION – ~~STRIKETHROUGH~~

PLANNING & DEVELOPMENT
WORK SESSION COMMENTS – June 11, 2020

ADDITION – **BOLD**

DELETION – ~~STRIKETHROUGH~~

SUP2020-00018

NOTE: The following conditions are provided as a guide should the City Council choose to approve the petition of this request.

Approval of Special Use Permit for Outdoor Recreation, subject to the following enumerated conditions:

- ~~1. The site shall be brought into compliance with all applicable building, development, and zoning rules and regulations.~~
- 1. Hours of operations shall be limited to 8 AM until 8PM, Monday through Saturday, and Noon until 5 PM on Sunday.**
- ~~2. Provide and maintain the required 25-foot undisturbed natural vegetation buffer and 25-foot impervious setback. The buffer and setback shall be reestablished to provide adequate screening from neighboring properties.~~
- 2. Remove Existing Pole Sign from the subject property or bring the existing sign shall be brought into compliance with the rules and regulations of the Zoning Ordinance, within 12 months of the adoption of an Ordinance amending the City of Lawrenceville Official Zoning Map.** Subject to the review and approval of the Planning and Development Director.
- 3. Install a net, 35-feet in height, along the fence line running parallel to Grayson Highway and the fence line running parallel to Oakdale Woods Subdivision Unit 6 as shown on the submitted Site Plan.**

4. Ground Signage shall be limited to a maximum height of 12 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet.
5. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
6. ~~Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.~~ **Outdoor lighting associated with outdoor recreation shall be prohibited.**
7. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
8. Outdoor storage shall be prohibited.
9. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
10. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: NEW BUSINESS

Item: SUP2020-00029; Enterprise Leasing; 600 Grayson Highway

Department: Planning and Development

Date of Meeting: Monday, June 22, 2020

Applicant Request: To allow a Truck/Car rental with associated carwash

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Planning Commission Recommendations

Summary: The applicant requests a Special Use Permit to allow a Truck/Car Rental Facility with an associated carwash for inventory only.

Attachments/Exhibits:

- SUP2020-00029 Report
- SUP2020-00029 Attachments
- SUP2020-00029-PC RECOMMENDED CONDITIONS

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE REPORT

CASE NUMBER: SUP2020-00029
APPLICANT: ENTERPRISE LEASING
CONTACT: JOSH STRICKLAND
PHONE NUMBER: 706.248.7421
LOCATION: 600 GRAYSON HIGHWAY
PARCEL ID: R5149 017
ACREAGE: 2.35
PROPOSED DEVELOPMENT: TRUCK AND CAR RENTAL WITH ACCESSORY
CARWASH

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

ZONING HISTORY:

The property has been zoned BG (General Business District) since 1971.

PROJECT DATA:

The applicant requests a Special Use Permit of approximately 2.35-acre property, zoned BG (General Business District), to allow for car rental with accessory carwash for inventory only for Enterprise Rent-A-Car. The subject property is located in the eastern right-of-way of Grayson Highway at its intersection with the northern right-of-way of Simonton Road. The applicant, Enterprise Leasing, proposes to utilize the site as a car wash accessory business.

The property is currently developed with a brick, one-story building, paved parking lot, and associated driveway. The site plan shows a canopy would be added to the front elevation. Access to the site is proposed via two existing driveways, one the east side of Grayson Highway, and the other on the north side of Simonton Road. The letter of intent states that 12 parking spaces will be dedicated to employee parking along the north side of the property, 31 parking spaces for inventory purposes along the south side of the property, and 51 parking spaces for customer parking. The letter of intent states that the ratios may change from day to day depending on their fleet. The applicant states that no maintenance will take place on-site and damaged vehicles will not be housed on the property; arrangements have been made for a vendor to pick up vehicles that may need repairs. The rental vehicles that are kept in service are models that are no older than three years old. The applicant stated that it is policy to clean all vehicles as

soon as they are returned. The applicant proposes to install a car wash bay on the northside of Simonton Road that will only be utilized to wash their inventory. The site plan shows the bay would be installed on the southeast of the building to help conceal it from the right-of-way.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Neighborhood Mixed Character Area. The vision for this character area is to provide local services that could be mixed with medium density housing. Buildings should be oriented towards the street, with limited parking front. There is an existing one-story building that is vacant and the proposal may regain the intent of the character area to boost connectivity for commercial and mixed use projects along major corridors.

The surrounding area is characterized by a mix of single-family residences, commercial, and office institutional uses.. To the north, is a BG (General Business District) zoned property consisting of small scale offices and retail spaces. To the east, is a RS-180 (Single-Family Residence) zoned property with a Single-family dwelling on the property that is currently vacant. To the south across from Simonton Road, is a BG zoned property that provides funeral services. To the west across from Grayson Highway, is a BG zoned property consisting of retail space.

In conclusion, the proposal may be consistent with the policies of the 2040 City of Lawrenceville Comprehensive Plan. The proposed development, if properly conditioned could contribute land use patterns and design elements that support walkability and an enhanced sense of place. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

DAMAGE PREVENTION DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00028

Approval of Special Use Permit for a truck and car rental with accessory carwash, subject to the following enumerated conditions:

1. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
2. The car wash may only be used to serve business inventory as an accessory use.
3. The car wash shall be developed in general accordance with the submitted site plan and color renderings, presented to the City Council at the April 27, 2020 Work Session, with changes necessary to meet conditions of zoning, requirements of the zoning ordinance and/or development regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
4. The car wash shall be limited to a maximum of 1,500 square feet.
5. The Special Use Permit will end should the existing primary use cease or change to another use.
6. Prior to the issuance of a Certificate of Occupancy the development of the subject property shall be in compliance with all applicable County regulations.
7. The building must meet the minimum architectural requirement of the City of Lawrenceville. Final elevations shall be subject to the review and approval of the Director of Planning and Development Department.
8. Ground Signage shall be limited to a maximum height of 12 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 75 square feet. Wall signage shall be limited 36 square feet per elevation, with a total wall sign area limited to 72 square feet.
9. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.

10. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
11. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
12. Outdoor storage shall be prohibited.
13. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
14. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes.*
2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use proposal?** *No.*

ZONING ORDINANCE SECTION 13.3 SPECIAL USE PERMIT PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 2
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *None*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The proposed use is compatible with the recommendations of the 2040 Comprehensive Plan and Future Development Map.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed zoning?** *The property is at a location that makes the development viable.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *NA*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The property meets the intent of the character area.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Other commercially-zoned sites are available in the city.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *Suitable.*



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

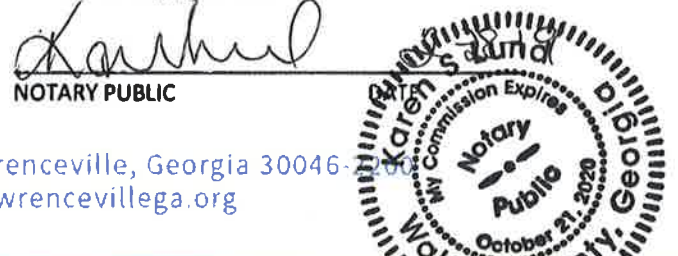
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Enterprise Leasing</u>	NAME: <u>600 Grayson, Inc. Sun Lee Yang</u>
ADDRESS: <u>5197 Stone Mountain Hwy</u>	ADDRESS: <u>2944 Gravel Springs Rd.</u>
CITY: <u>Stone Mountain</u>	CITY: <u>BuFord</u>
STATE: <u>GA</u> ZIP: <u>30087</u>	STATE: <u>GA</u> ZIP: <u>30519</u>
PHONE: <u>770-982-7925</u>	PHONE: <u>404-717-2771</u>
CONTACT PERSON: <u>Josh Strickland</u> PHONE: <u>706-248-7421</u>	
CONTACT'S E-MAIL: <u>Joshua.K.Strickland@ehi.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>B6</u> ACREAGE: <u>2.359</u>	
PARCEL NUMBER(S): <u>Land Lots 148 & 149, 5th District - 5149 019</u>	
ADDRESS OF PROPERTY: <u>600 Grayson Hwy Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>Transportation Rental-Passenger Vehicle with Accessory Carwash for inventory only.</u>	

[Signature] 2-19-20
SIGNATURE OF APPLICANT DATE

[Signature] 2-28-19
SIGNATURE OF OWNER DATE

Josh Strickland
TYPED OR PRINTED NAME

SUN LEE YANG
TYPED OR PRINTED NAME



700 N. Main St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org



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NOTIFICATION REQUIREMENTS

Written Notification

The applicant is required to notify all adjoining property owners (including those across any streets) of their intention to rezone the property. The notification shall be sent by Certified Mail and be postmarked no later than the published deadline contained in the Rezoning Schedule. A sample notification letter is provided at the end of this packet.

The written notice shall include:

1. Special Use case number
2. Dates, times and place of public hearings
3. Copy of the application
4. Applicant contact information
5. Letter of Intent
6. Site plan
7. Vicinity map

Proof that the notifications were mailed as required must be delivered to the Planning Department as soon as is feasible, but no later than 12:00 p.m. (noon) on the Wednesday prior to the Planning Commission meeting. Failure to submit the required proof of mailing will result in the application being tabled to the next month's meeting.

Notification Sign

The applicant is required to post a notification sign (provided by the Planning Department) in a clearly visible location on the property, at or near the public street, no later than the published deadline contained in the Rezoning Schedule. It is the responsibility of the applicant to insure that the notification sign remain on the property throughout the rezoning proceedings. (COPY TO BE GIVEN TO APPLICANT)

SUP2020-00029

CASE NUMBER

3/18/20

DATE

Josh Strickland

ACKNOWLEDGED BY (PRINT NAME)

[Signature]

SIGNATURE

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
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DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? No
Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? No
Y/N

If the answer is yes, please complete the following section:

NAME OF GOVERNMENT OFFICIAL	CONTRIBUTIONS (List all which aggregate to \$250 or more)	DATE CONTRIBUTION WAS MADE (Within last two years)

Attach additional sheets if necessary to disclose or describe all contributions/gifts.

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LAWRENCEVILLE

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VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER:

(Map Reference Number)

5 - 148 - 5149 012
District Land Lot Parcel

Signature of Applicant

Date

Josh Strickland - Facilities Specialist
Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

Ingrid Espinal
NAME

TSA #
TITLE

02/18/2020
DATE

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046 2200
770.963.2414 • www.lawrencevillega.org



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

THE UNDERSIGNED BELOW IS AUTHORIZED TO MAKE THIS APPLICATION. THE UNDERSIGNED CERTIFIES THAT ALL CITY OF LAWRENCEVILLE PROPERTY TAXES BILLED TO DATE FOR THE PARCEL LISTED BELOW HAVE BEEN PAID IN FULL TO THE TAX COMMISSIONER OF GWINNETT COUNTY, GEORGIA. IN NO CASE SHALL AN APPLICATION BE PROCESSED WITHOUT SUCH PROPERTY VERIFICATION.

*Note: A SEPARATE VERIFICATION FORM MUST BE COMPLETED FOR EACH TAX PARCEL INCLUDED IN THE SPECIAL USE PERMIT REQUEST.

PARCEL I.D. NUMBER:

(Map Reference Number)

5 - 149 - 5149 017
District Land Lot Parcel

Signature of Applicant

Date

Josh Strickland - Facilities Specialist
Type or Print Name and Title

PLEASE TAKE THIS FORM TO THE TAX COMMISSIONER'S OFFICE AT THE GWINNETT JUSTICE AND ADMINISTRATION CENTER, 75 LANGLEY DRIVE, FOR THEIR APPROVAL BELOW.

TAX COMMISSIONER'S USE ONLY

(PAYMENT OF ALL PROPERTY TAXES BILLED TO DATE FOR THE ABOVE REFERENCED PARCEL HAVE BEEN VERIFIED AS PAID CURRENT AND CONFIRMED BY THE SIGNATURE BELOW)

Ingrid Espinal
NAME

TSA II
TITLE

2/18/2020
DATE

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046 2200
770.963.2414 • www.lawrencevillega.org

March 6th, 2020

Re: Letter of Intent to Special Use Permit Application

600 Grayson Hwy. Lawrenceville, GA 30046

Planning Department Staff:

Enterprise Rent-A-Car is seeking a Special Use Permit to install a car wash as an accessory business use for our inventory only at 600 Grayson Hwy. Lawrenceville, GA 30046. The property is currently zoned in the General Business District and requires a Special Use Permit to have a car wash as a conditional use.

Enterprise Rent-A-Car submitted and was approved for a SUP at their current location 176 Scenic Hwy Lawrenceville, GA 30046 just last year. While gathering bids for this project we received a lead on the abandoned Quik Trip property located at 600 Grayson Hwy. After carefully examining all aspects of the business we made the determination that the property at 600 Grayson Hwy. had better long-term potential. Some of the reasons include:

- **Property Size** – With the community’s growing demand for rental cars, our current parking at 176 Scenic Hwy. can fill up quickly. The current property is under 1 acre in total size while the proposed property at 600 Grayson Hwy. is 2.359 acres. At this new property, our plan is to have 12 parking spaces for employees located along the north side of the property, 31 for our inventory that will take up a majority of the spots on the south side of the property, and 51 spots for customer parking. These ratios may change from day to day depending on our fleet. We could have as few as 4 – 5 cars on the property, or upwards of 35 at a given time. With that said, we do not do any maintenance or keep damage cars on site (we have multiple vendors that will come pick them up same day to repair for us). Our policy is to clean all cars as soon as they return. This will eliminate any worry of the lot appearing disorderly. In addition, all our rental cars are late models and at most 3 years old (most less than 1 year).
- **Property Layout** – In addition to the 2 means of ingress/egress versus the 1 we currently have, we will also be able to install the car wash bay inside the southeast side of the building (nearest Simonton Rd.). This will shield it from street view and keep the washing of our cars away from the customer parking areas in front of the building.
- **Traffic Light Access** - Customers would now have access to turning left out of the property via the red light at the corner of Grayson Hwy. and Simonton Rd. SW. Our current property is right in, right out only, which causes many cars to dash across the 2 lane Scenic Hwy to get into the turning lane, only to make a U-turn at the traffic light where Scenic Hwy. and Neal Blvd. intersect. This will eliminate that hazard.

Enterprise has incorporated many of the same conditions that were asked of us in our original SUP submission for the property at 176 Scenic Hwy into the new property. This includes added landscaping and having the car wash indoors, versus outside in which you can see on the proposed renderings. In addition, the 2 wash bays will help our productivity in getting our cars cleaned quicker. Just like with our current property, we will also be installing an Oil-Water Separator that will filter the water from the car wash before entering the sewer.

We appreciate your consideration of this Special Use Permit. Enterprise looks forward to better being able to serve the Lawrenceville community.

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lots 148 & 149 of the 5th District, Gwinnett County, City of Lawrenceville, Georgia, and being more particularly described as follows:

BEGINNING at an Iron Pin Found (IPF) at the mitered intersection of the northerly right-of-way of Simonton Road (R/W Varies) and the northeasterly right-of-way of Grayson Highway (a.k.a. GA 20) (R/W Varies); THENCE along the said right-of-way of Grayson Highway 130.06' along the arc of a curve to the left to a point, said arc being subtended by a chord bearing of N26°15'32"W, a chord distance of 130.06', and having a radius of 11,406.16'; THENCE N25°55'56"W a distance of 192.14' to an Iron Pin Set (IPS); THENCE leaving said right-of-way N60°10'05"E a distance of 296.45' to an Iron Pin Found (IPF); THENCE S25°55'07"E a distance of 150.07' to an Iron Pin Found (IPF); THENCE S60°10'57"W a distance of 49.94' to an Iron Pin Found (IPF); THENCE S28°35'51"E a distance of 299.45' to an Iron Pin Set (IPS) on the said right-of-way of Simonton Road; THENCE along said right-of-way of Simonton Road 258.18' along the arc of a curve to the left to an Iron Pin Found (IPF) at the said mitered intersections, said arc being subtended by a chord bearing of S83°44'54", a chord distance of 255.19', and having a radius of 488.34'; THENCE along said miter N63°41'31"W a distance of 30.71' to an Iron Pin Found (IPF) and the POINT OF BEGINNING.

Said tract contains 102,744 sq. ft. (2.359 acres) and is more particularly shown on a survey for "600 GRAYSON, INC; SUN LEE YANG; FIRST AMERICAN TITLE INSURANCE COMPANY", prepared by Busbee & Poss Land Surveying Company, dated April 16th, 2019.





FRONT ELEVATION
SCALE: 1/4"= 1'-0"



RIGHT SIDE ELEVATION
SCALE: 1/4"= 1'-0"

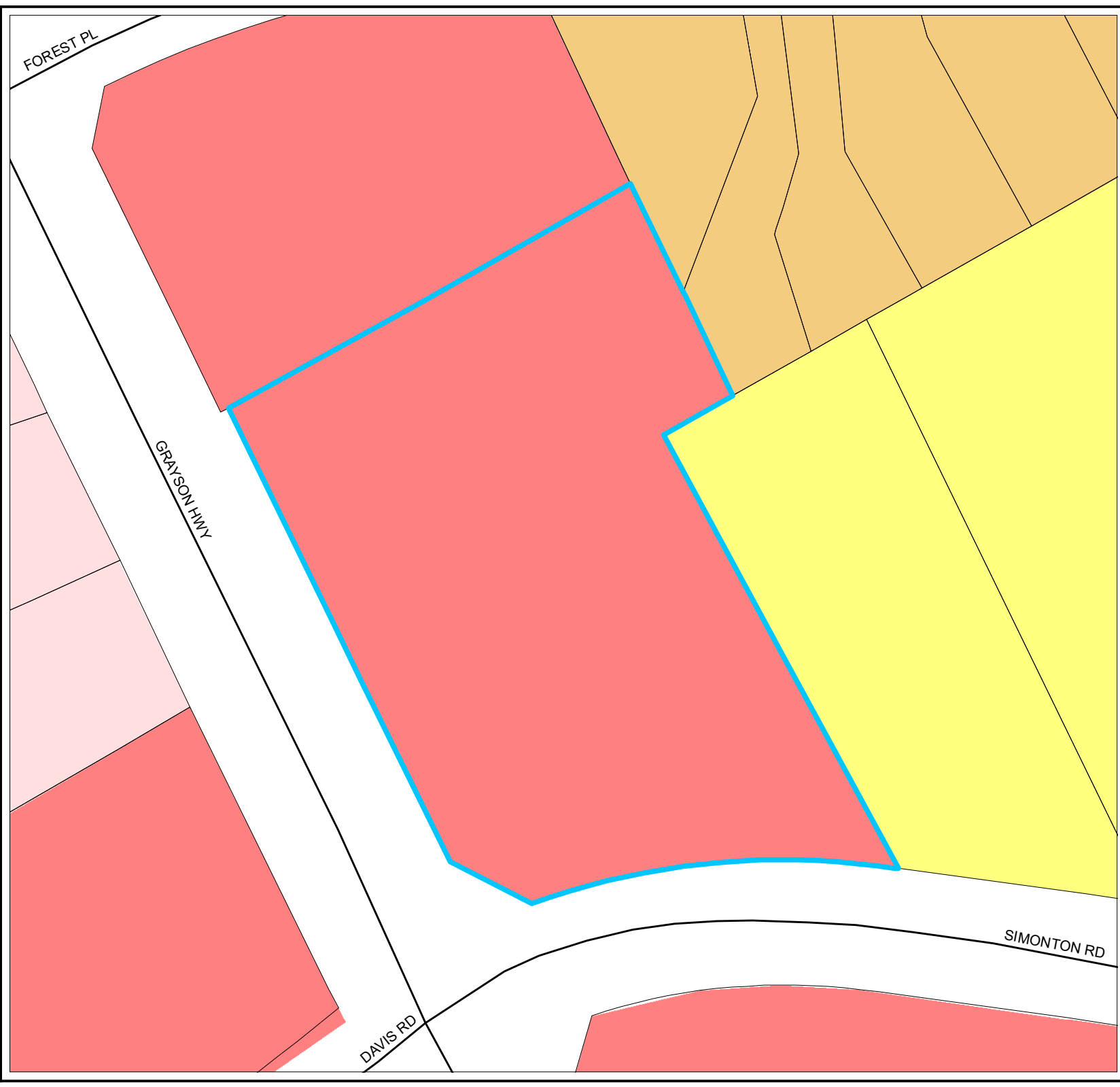


LEFT SIDE ELEVATION
SCALE: 1/4"= 1'-0"

SUP2020-00078



PERSPECTIVE VIEWS



The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # SUP2020-00029

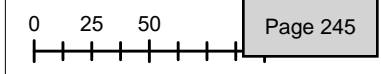
Applicant:
Joshua Strickland

Legend

- Subject Property
- Roads
- Parcels

ZONING

- BG General Business
- OI Office Institutional
- RM-12 General Residence
- RS180 Single-Family Residence





12.

*The City of Lawrenceville
Planning & Development*

Aerial Map and
Surrounding Area
File # SUP2020-00029

Applicant:
Joshua Strickland

Legend

-  Subject Property
-  Roads
-  Parcels



0 50 100

**PLANNING COMMISSION
RECOMMENDED CONDITIONS**

ADDITIONS – **BOLD**

DELETIONS - ~~STRIKETHROUGH~~

SUP2020-00029

Approval of Special Use Permit for a truck and car rental with accessory carwash, subject to the following enumerated conditions:

1. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
2. The car wash may only be used to serve business inventory as an accessory use.
3. The car wash shall be developed in general accordance with the submitted site plan and color renderings, presented to the City Council at the April 27, 2020 Work Session, with changes necessary to meet conditions of zoning, requirements of the zoning ordinance and/or development regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
4. The car wash shall be limited to a maximum of **1,800** ~~1,500~~ square feet.
5. The Special Use Permit will end should the existing primary use cease or change to another use.
6. Prior to the issuance of a Certificate of Occupancy the development of the subject property shall be in compliance with all applicable County regulations.
7. The building must meet the minimum architectural requirement of the City of Lawrenceville. Final elevations shall be subject to the review and approval of the Director of Planning and Development Department.
8. Ground Signage shall be limited to a maximum height of 12 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 75 square feet. Wall signage shall be limited 36 square feet per elevation, with a total wall sign area limited to 72 square feet.
9. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative

balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.

10. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
11. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
12. Outdoor storage shall be prohibited.
13. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
14. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: NEW BUSINESS

Item:	SUP2020-00030; Maxsouth Steel Erectors, LLC; 192 Industrial Park Drive
Department:	Planning and Development
Date of Meeting:	Monday, June 22, 2020
Applicant Request:	Allow Outdoor Storage, Parking of Commercial Vehicles and Gravel Parking
Presented By:	Todd Hargrave
Department Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Staff Recommendations

Summary: The applicant requests a Special Use Permit to allow Outdoor Storage for his business and to be able to have Gravel Parking and offer Parking of Commercial Vehicles.

Attachments/Exhibits:

- SUP2020-00030 Report
- SUP2020-00030 Attachments
- SUP2020-00030_P&D PROPOSED CONDITIONS

**CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE REPORT**

CASE NUMBER: SUP2020-00030
APPLICANT: MAXSOUTH STEEL ERECTORS, LLC
CONTACT: GLORIA CASTILLO
PHONE NUMBER: 706.968.1450
LOCATION: 192 INDUSTRIAL PARK DRIVE
PARCEL ID: R5176 172, R5176 243, R5176 177, R5176 074,
R5176 075
ACREAGE: 2.32
PROPOSED DEVELOPMENT: OUTDOOR STORAGE, COMMERCIAL VEHICLE
PARKING (TRACTOR AND/OR TRAILER) AND
GRAVEL PARKING
DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

ZONING HISTORY:

The property was zoned from RS-150 (Single-Family Residence 15,000 Square Foot District) to LM (Light Manufacturing District) in 2002 (RZ-02-14) for the proposed use of an office-warehouse facility.

PROJECT DATA:

The applicant requests a Special Use Permit of an approximately 2.32-acre parcel assemblage, zoned LM (Light Manufacturing District), to allow for gravel parking, outdoor storage, and commercial vehicle parking (tractor and/or trailer). The subject property is located along the northern right-of-way of Industrial Park Drive at its intersection with Industrial Park Circle. The property is currently vacant and undeveloped with an existing driveway.

The applicant, MaxSouth Steel Erectors, LLC, proposes to utilize the site as a construction contractor office and storage facility for their work trucks and equipment as well as provide parking for commercial vehicles such as tractor-trailers. The site plan shows a proposed 100’ x 60’ office/storage facility and gravel parking. Access to the site is proposed via an existing driveway from Industrial Park Drive. The letter of intent states that the property will be enclosed with a chain-link fence and an entry/exit gate. Outdoor storage will not include any material

stocking, and the site will not be used as a junkyard. According to the site plan, 1.6 acres would be disturbed, and 25 parking spaces are proposed. The plan does not show any landscape buffer from the rear of the property where it directly abuts a single-family residential zoning district.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Industrial Character Area. The vision for this character area is to provide a central location for industrial uses that would be easily buffered from other less-intense uses and have easy access to transportation networks. Of all Character Areas, the Industrial areas are designed to be useful or practical rather than attractive. However, the Plan further suggests that industrial related uses that include outdoor storage be sustainably designed to minimize negative impacts on the environment.

The surrounding area is characterized by a mix of single-family residences and industrial uses. To the north, are RS-150 (Single-Family Residence 15,000 Square Foot District) zoned properties consisting of single-family residences. To the east, is an LM (Light Manufacturing District) zoned property that is currently vacant. To the south across from Industrial Park Drive and at the corners of Industrial Park Drive and Industrial Park Circle, are LM zoned properties, developed with a warehouse and a residential septic/commercial grease service [HA2] office that was granted a Special Use Permit in 2018 (SU-18-06) for commercial vehicle parking (tractor and/or trailer) on a gravel surface. To the west, is an LM zoned property developed with a single-family residence that was rezoned in 2016 from RS-150 for the proposed use of an office-warehouse (RZ-16-06).

In conclusion, the proposed development may be consistent with the policies of the 2040 Comprehensive Plan and the established development pattern found in the immediate area. If properly conditioned and enforced, adverse impacts may be mitigated. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

The applicant will have to revise the concept plan to meet all the requirements for a development permit. The Survey and Site Plan data appears to have significant & important data missing.

- City GIS shows an existing sanitary sewer line crossing the property.
- City GIS shows a stream along the north property line.
- Site Plan has a note "Topography is based on field run survey by Land Engineering & Surveying, Inc. dated April 18, 2020". I see no such topography on the Plan.
- Site Plan shows three parcels as having been combined. Suspect that has not happened.

All buffers and Flood Hazard Zones will have to be addressed prior to issuance of any permit.

ELECTRIC DEPARTMENT

According to the GIS map the City of Lawrenceville has single phase and three phase overhead electric service available at this location approximately 400 feet from the proposed office/storage building. The customer will need to pay all applicable fees for installation and service.

GAS DEPARTMENT

The owner must call 811 before excavating or construction to ensure that the gas lines are marked for safety.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00030

Approval of Special Use Permit for Gravel Parking, Outdoor Storage and Commercial Vehicle Parking (Tractor and/or Trailer), subject to the following enumerated conditions:

1. The property shall be developed with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments and shall be subject to the review and approval of the Director of Planning and Development.
 - a. To abide by the following requirements, dedications, and improvements:
 - i. Access to the property must align with Industrial Park Circle; be at least 30' wide and be paved. Pavement in R/W must be heavy duty asphalt or concrete.
 - ii. Parcels must be combined before the issuance of any development permits.
 - iii. The building shall be of brick, stacked stone, and/or glass finish on all sides. Architectural plans shall be submitted to the Planning and Development Department for review and approval.
 - iv. Construct the building closer to the front setback and provide the client and employee parking in the rear.
 - v. The property shall be fenced.
2. Provide four parking spaces and two loading spaces designated for clients and employees. Parking and driveway surfaces shall be paved and striped to City standards.
3. Gravel parking shall be limited to the side yard or rear yard areas, and outside of any required stream or zoning buffer located at the subject property. Expansion of the gravel limits is prohibited. Graveled areas shall be kept in a neat and orderly appearance at all times.
4. The parking of vehicles used for commercial or industrial related service, sales or delivery shall be limited to the side yard or rear yard areas, and outside of any required stream or zoning buffer.
5. Outdoor storage of any items and/or materials shall be subject to the rules and regulations of Article 2, Supplementary Regulations, Section 200.3.52 Outdoor Storage (Industrial).

6. Provide a 10 foot Landscape Strip adjacent to the right-of-way Industrial Park Drive, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access.
7. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees
8. Provide a 50 foot undisturbed/natural vegetative buffer and impervious surface setback along the rear and side property lines. Where existing vegetation and site topography are insufficient to accomplish the purpose of the required buffer area, existing vegetation shall be supplemented. The buffer shall be reestablished to provide adequate screening from adjacent residentially-zoned properties. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.
9. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.
10. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
11. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
12. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.
13. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.

STATE CODE 36-67-3 (FMR.) REVIEW STANDARDS:

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of adjacent and nearby property?** *If properly conditioned, yes.*
2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?** *If properly conditioned, no.*
3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use proposal?** *No.*

ZONING ORDINANCE SECTION 13.3 SPECIAL USE PERMIT PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 2
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *None*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The proposed use is compatible with the recommendations of the 2040 Comprehensive Plan and Future Development Map.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed zoning?** *The property is at a location that makes the development viable.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *NA*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The property meets the intent of the character area.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Other industrial-zoned sites are available in the city.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *Suitable, if properly conditioned.*



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>MaxSouth Steel Erectors, LLC</u>	NAME: <u>Diego Soto</u>
ADDRESS: <u>3765 Haysville Rd</u>	ADDRESS: <u>987 Wildberry Ct</u>
CITY: <u>Commerce</u>	CITY: <u>Jefferson</u>
STATE: <u>GA</u> ZIP: <u>30529</u>	STATE: <u>GA</u> ZIP: <u>30549</u>
PHONE: <u>678-650-6822</u>	PHONE: <u>678-650-6822</u>
CONTACT PERSON: <u>Yuritz Soto / Gloria Castillo</u> PHONE: <u>678-650-6809 / 706-968-1450</u>	
CONTACT'S E-MAIL: <u>mserectorsllc@gmail.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>5</u> ACREAGE: <u>2.32</u>	
PARCEL NUMBER(S): <u>R5176-243, R5176-177, R5176-074, R5176-172, R5176-075.</u>	
ADDRESS OF PROPERTY: <u>192 Industrial Park Dr. Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>Office/storage</u>	

MaxSouth Steel Erectors, LLC
SIGNATURE OF APPLICANT DATE

MaxSouth Steel Erectors, LLC
TYPED OR PRINTED NAME

Gloria Castillo 04/30/20
NOTARY PUBLIC DATE
Exp 02-25-24

[Signature]
SIGNATURE OF OWNER

Diego Soto
TYPED OR PRINTED NAME

Gloria Castillo 04/30/20
NOTARY PUBLIC DATE
Exp 02-25-24

SUP2020-00030

Received: 04.30.2020

Planning & Development

70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org

To whom it may concern,

This letter is intended to summarize The principal terms of a proposal considered by
MaxSouth Steel Erectors, LLC at
192 Industrial Park dr
Lawrenceville, Ga. 30046.

We would like to add a building to work on our equipment, outside storage and a spacious office.

We would also like to add to the property

- Chain link fence

- Entrance and Exit Gate

- Gravel

- Cypress Trees to add a little more privacy

This property will no be used for material stocking or as a junk yard .


Overall my intentions is to always keep my property clean and maintained .

If you have any questions you can reach me at 678-650-6822 or 678-650-6809.

Thank you,

Diego Soto

Owner's Print Name



Owner's Signature

SUP2020-00030
Received: 04.30.2020
Planning & Development

Date:

04/30/20

All that tract or parcel of land lying and being in Land Lot 176 of the 5th District of Gwinnett County, Georgia and being more particularly described as follows:

Beginning at a point on the northern right of way of Industrial Park Drive, which point is located 1370 feet northeasterly, as measured along the northern right of way of Industrial Park Drive, from the intersection of the northerly right of way of Industrial Park Drive (80 foot right of way) with the easterly right of way of Georgia State Highway 20 (aka Buford Drive), said point being the POINT OF BEGINNING;

thence North 18 degrees 04 minutes 09 seconds West, 244.40 feet to iron rebar found;
thence North 74 degrees 27 minutes 50 seconds East, 99.50 feet to iron rebar found;
thence South 18 degrees 20 minutes 26 seconds East, 37.06 feet to iron rebar found;
thence North 74 degrees 49 minutes 27 seconds East, 358.00 feet to iron rebar found;
thence South 27 degrees 44 minutes 52 seconds East, 183.02 feet to iron rebar found;
thence South 71 degrees 17 minutes 31 seconds West, 487.22 feet to iron rebar found;
said iron rebar being the POINT OF BEGINNING.

SUP2020-00030
Received: 04.30.2020
Planning & Development

SPECIAL USE PERMIT FOR
MAXSOUTH STEEL ERECTORS, LLC
DIEGO SOTO

192 INDUSTRIAL PARK DRIVE
LAWRENCEVILLE, GA 30046

INDEX TO DRAWINGS

NO.	DESCRIPTION
10F4	COVER
20F4	EXISTING CONDITIONS
30F4	PROPOSED SITE PLAN
40F4	ESC DETAILS

CONSTRUCTION EXIT
GPS LOCATION
33.6039 N
84.5197 W

GIS SITE DATA NOTES:

PARCEL IDENTIFICATION:

Parcel Number: R5176 074, R5176 172, R5176 075, R5176 243 & R5176 177

Land lot(s) 176, 5th Land District, XX Section, GWINNETT County

PROPERTY SIZE AND ZONING:

Approximate Area: 2.32 Ac.

Zoning: LIGHT MANUFACTURING

Setbacks:

- Front 50'
- Side 10'
- Rear 40'

OWNER/ PRIMARY PERMITEE
MAXSOUTH STEEL ERECTORS, LLC.

192 INDUSTRIAL PARK DRIVE, LAWRENCEVILLE, GA 30046

24 HOUR CONTACT:

GLORIA CASILLO

404.645.3012

DEVELOPER
MAXSOUTH STEEL ERECTORS, LLC.
192 INDUSTRIAL PARK DRIVE, LAWRENCEVILLE, GA 30046

CONTACT:

DIEGO SOTO

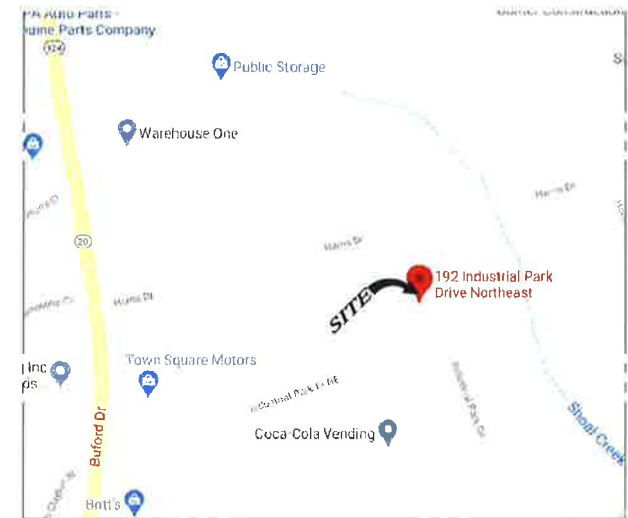
678.650.6822

ENGINEERS
LAND ENGINEERING &
SURVEYING, INC.
2040 MEYERS DRIVE, LAWRENCEVILLE, GA 30045

CONTACT:

CORNELIUS ANI

404.396.0192



VINICITY MAP

LAND DISTURBANCE ACTIVITY SEQUENCE

THE FOLLOWING SEQUENCES ARE TO BE IMPLEMENTED IN THE ORDER SHOWN, UNLESS INCLEMENT WEATHER, SITE CONDITIONS, REVISIONS, PRE-CONSTRUCTION CONFERENCE, ETC., DICTATES A DEVIATION FROM THIS SCHEDULE. IF A DEVIATION IS UNDERTAKEN OR ANTICIPATED, THE ENGINEER SHALL BE NOTIFIED AND THE CHANGE OF SEQUENCE SHALL BE RECORDED IN THE DAILY LOG.

PHASE 1 - CLEARING & GRUBBING PLAN:

OBTAIN AND POST COPY OF LAND DISTURBANCE PERMIT ON SITE.

1. INSTALL ALL BMPs (CONSTRUCTION ENTRANCES/EXITS, SILT FENCE, SEDIMENT TRAP, CONCRETE WASH OUT, ETC) AS SHOWN

ON PHASE-I EROSION CONTROL PLAN (ECP).

PHASE 2 - GRADING AND TEMPORARY VEGETATIVE PLAN

1. GRADE SITE TO FINISHED FLOOR ELEVATION. ERECT BUILDING. APPLY TEMPORARY VEGETATION (Ds1/Ds2) IN ACCORDANCE WITH PLANS AND NOTES IN THESE DOCUMENTS FOR EXPOSED AREAS.

2. CONSTRUCT ALL STRUCTURAL BMP'S SHOWN ON THE ALL PHASES OF EROSION AND SEDIMENT CONTROL PLAN

PHASE 3 - STORMWATER MANAGEMENT AND PERMANENT VEGETATIVE PLAN

1. PERMANENTLY VEGETATE DISTURBED AREAS OF CONSTRUCTION.

2. INSTALL AGGREGATE BASE FOR ALL DRIVEWAYS. CLEAN UP AND CLOSE OUT

EROSION, SEDIMENTATION & POLLUTION CONTROL PLAN CHECKLIST
STAND ALONE CONSTRUCTION PROJECTS

Project Name: Single Family Residential Plan Address: 192 Industrial Park Drive
City/County: Gwinnett Date on Plan: 4/28/2020

Name & email of person filling out checklist:

Max Included Page 2/1

TO BE SHOWN ON ESDP PLAN

1. The approved ESDP shall be shown on the ESDP Plan. Check the following by the Commission as of January 1st of the year in which the ESDP Plan is submitted for review.

2. The ESDP shall be approved by the Commission and shall be recorded in the public records.

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17. Clearly note the statement that "Any deviation from the ESDP Plan shall be recorded in the daily log."

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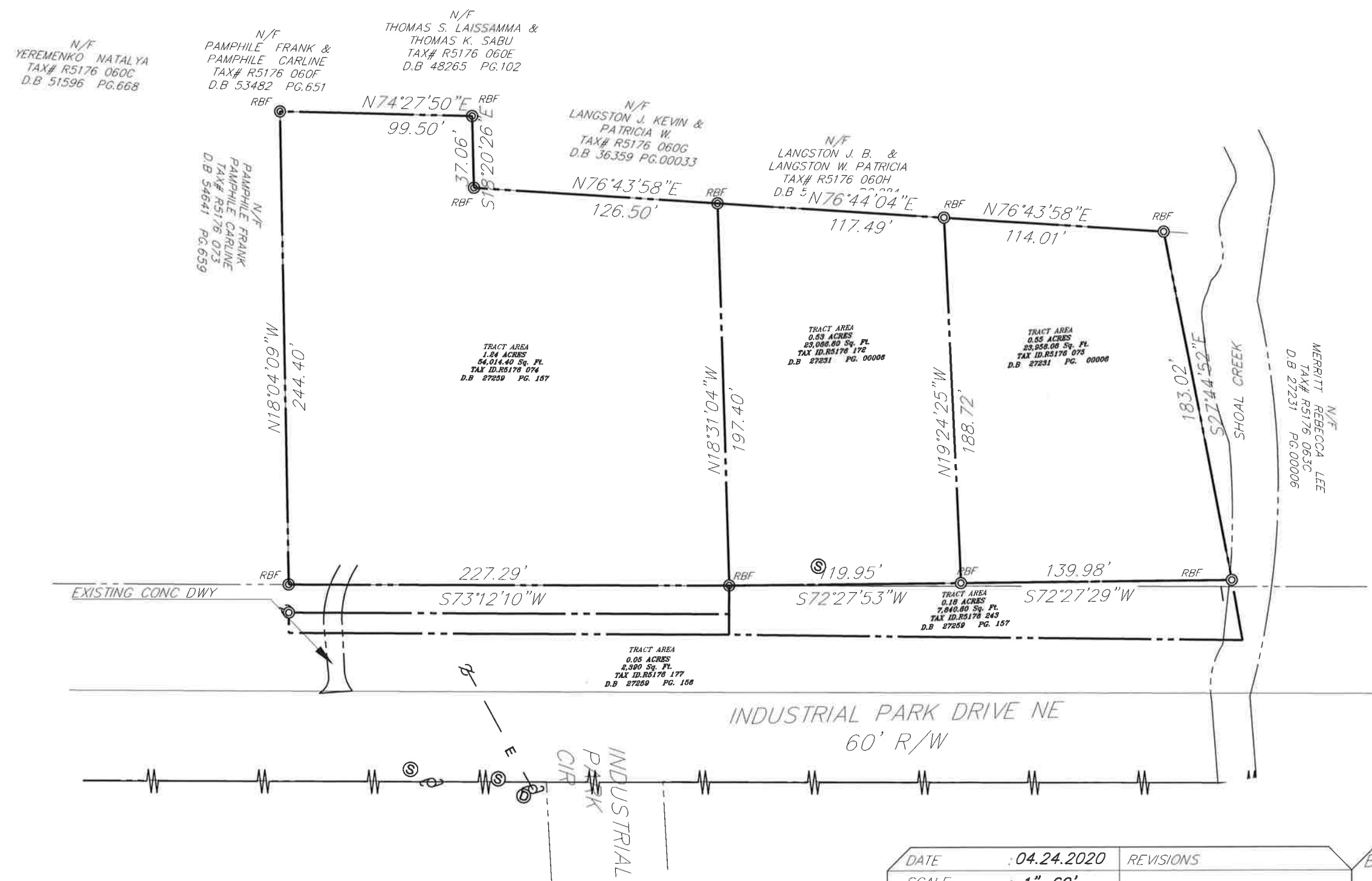
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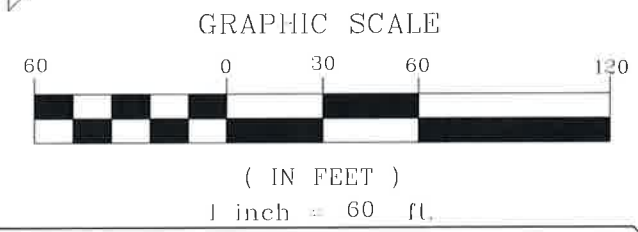
SHEET
NUMBER
10F4

THIS PLAT IS FOR THE EXCLUSIVE USE OF THE PARTIES STATED ON THE FACE OF THE SURVEY. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.

THIS PLAT IS PREPARED FROM A FIELD SURVEY USING A FIVE SECOND DIGITAL THEODOLITE AND ELECTRONIC DISTANCE METER ; LINEAR PRECISION OF TRAVERSE : 1/ 10,000+ ; ANGULAR ERROR: 3" PER POINT. THE TRAVERSE WAS ADJUSTED USING THE COMPASS RULE. LINEAR PRECISION OF THIS PLAT: 1/10,000+ . MATTERS OF TITLE ARE EXCEPTED.



LEGEND	
	P.P. - POWER POLE
	L.P. - LIGHT POLE
	F.H. - FIRE HYDRANT
	M.H. - SANITARY SEWER MANHOLE
	W.M. - WATER METER
	G.M. - GAS METER
	RBS - REINFORCING BAR SET
	RBF - REINFORCING BAR FOUND
	CTF - CRIMP TOP PIPE FOUND
	OTF - OPEN TOP PIPE FOUND
	R/W MON. - RIGHT-OF-WAY MONUMENT
	TYPE OF FENCE
	J.B. - JUNCTION BOX
	D.I. - DROP INLET / YARD INLET
	C.B. - CATCH BASIN
	R.C.P. - REINFORCED CONCRETE PIPE
	C.M.P. - CORRUGATED METAL PIPE
	F.F.E. - FINISHED FLOOR ELEVATION
	WV - WATER VALVE
	TELEPHONE MANHOLE
	OVERHEAD POWER LINES
	HW - HEADWALL
	PBX - POWERBOX
	1234 - STREET ADDRESS
	WATER LINE
	UNDERGROUND TELEPHONE LINE
	GAS LINE
	UNDERGROUND ELECTRICAL LINE



SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY BY ME OR PERSONS UNDER MY SUPERVISION; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS "FUTURE," AND THAT THEIR LOCATIONS, SIZE, TYPE AND MATERIAL ARE CORRECTLY SHOWN;



DATE	04.24.2020	REVISIONS
SCALE	1"=60'	
DRAWN BY	JK	
CHECKED BY	CA	
PROJECT ID	2020120	

LAND ENGINEERING & SURVEYING, INC.

2040 Meyers Drive
Lawrenceville, Georgia 30045
Phone: (404) 396-0192
Email: land_engineering@yahoo.com
Website: www.landespro.com

BOUNDARY SURVEY FOR:

MAXSOUTH STEEL ERECTORS, LLC.
DIEGO SOTO

192 INDUSTRIAL PARK DRIVE
LAWRENCEVILLE, GA 30046

LOCATED IN LAND LOT 176,
5TH DISTRICT, GWINNETT
COUNTY, GA.

N/F
YEREMENKO NATALYA
TAX# R5176 060C
D.B 51596 PG.668

N/F
PAMPHILE FRANK &
PAMPHILE CARLINE
TAX# R5176 060F
D.B 53482 PG.651

N/F
THOMAS S. LAISSAMMA &
THOMAS K. SABU
TAX# R5176 060E
D.B 48265 PG.102

N/F
LANGSTON J. KEVIN &
PATRICIA W.
TAX# R5176 060G
D.B 36359 PG.00033

N/F
LANGSTON J. B. &
LANGSTON W. PATRICIA
TAX# R5176 060H
D.B 53439 PG.884

N/F
MERRITT REBECCA LEE
TAX# R5176 063C
D.B 27231 PG.00006

ZONING:
LIGHT MANUFACTURING

TOTAL AREA
2.32 AC.
101,052.20 sq ft

Ds1
Ds2
Ds3
Du
FOR ALL DISTURBED AREAS

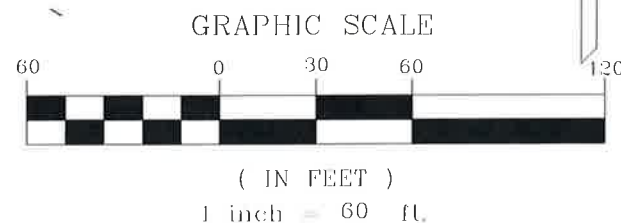
CONSTRUCTION SCHEDULE STARTING JULY 2020			
INITIAL BMPs, PERIMETER CONTROLS & TREE FENCE			
PROPOSED BLDG/UTILITIES			
TEMP. VEGETATION			
PERM. VEGETATION			
REMOVE TEMP. STRUCTURES			
MONTH	1	2	3

DATES ARE APPROXIMATE AND MAY VARY DUE TO INCLEMENT
WEATHER, SITE CONDITIONS, REVISIONS TO PLAN,
CONTRACTOR SCHEDULE, ETC.



- NOTES:
1. TOPOGRAPHY IS BASED ON FIELD RUN SURVEY BY LAND ENGINEERING & SURVEYING, INC. DATED APRIL 18, 2020.
 2. CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS BEFORE BEGINNING CONSTRUCTION. ANY DISCREPANCIES SHALL BE REPORTED TO THE PROJECT ENGINEER FOR JUSTIFICATION AND/OR CORRECTION BEFORE PROCEEDING WITH THE WORK. CONTRACTOR TO ASSUME RESPONSIBILITY FOR DISCREPANCIES WHICH ARE NOT REPORTED. ALL DIMENSIONS SHOULD BE CALCULATED OR READ. CONTACT THE ENGINEER OF RECORD FOR ANY DISCREPANCIES.
 3. BUILDER TO PROVIDE 5% SLOPE AWAY FROM HOUSE FOR DRAINAGE PURPOSES.
 4. 8. CONTRACTOR TO MAINTAIN EROSION CONTROL DAILY.
 5. 9. ANY REVISIONS THAT WERE NOT DONE UNDER THE SUPERVISION OF THE ENGINEER OF RECORD WILL VOID THE CERTIFICATION OF THIS DOCUMENT.
 6. GSWCC LEVEL II CERTIFIED DESIGN PROFESSIONAL CORNELIUS O. ANI
 7. CERT.# 0000009812 EXPIRES: AUGUST 04, 2021

- GRADING INFORMATION:
- 1.1. SITE GRADING IS AS SHOWN.
 - 1.2. TOTAL AREA=2.32 AC
 - 1.3. DISTURBED AREA=0.35 AC
 - 1.4. IMPERVIOUS AREA=0.13 AC
 - 1.5. DRAINAGE BASIN=3.02 AC



LEGEND	
⊗	P.P. - POWER POLE
⊗	L.P. - LIGHT POLE
⊗	F.H. - FIRE HYDRANT
⊗	M.H. - SANITARY SEWER MANHOLE
W/M	W.M. - WATER METER
G/M	G.M. - GAS METER
---	TYPE OF FENCE

LAND ENGINEERING & SURVEYING, INC.

2040 Meyers Drive
Lawrenceville, GA 30045

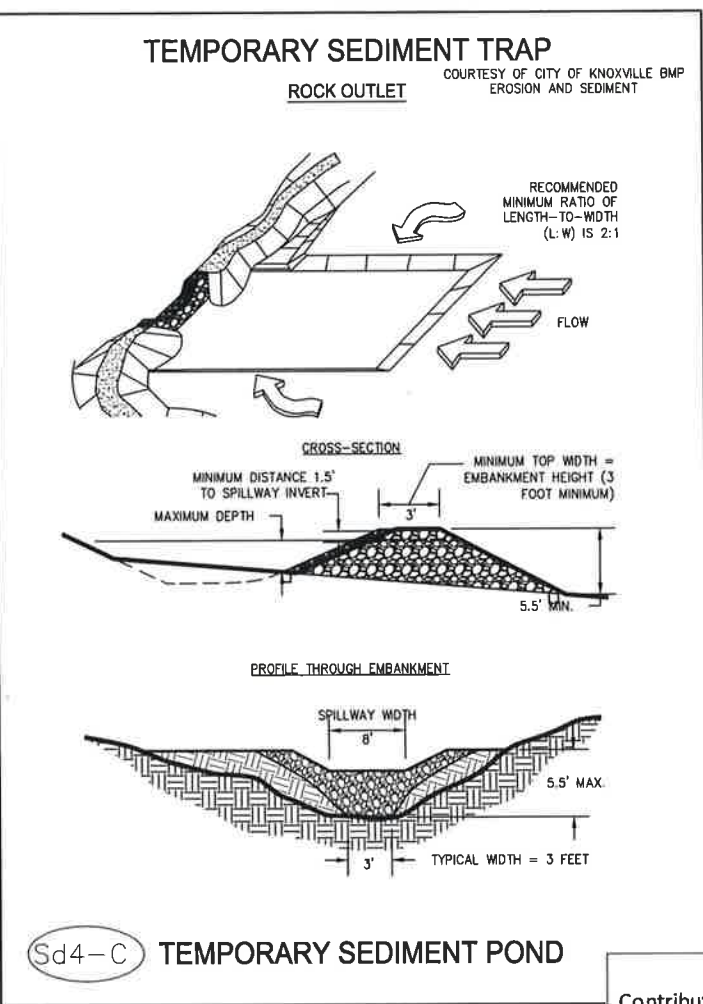
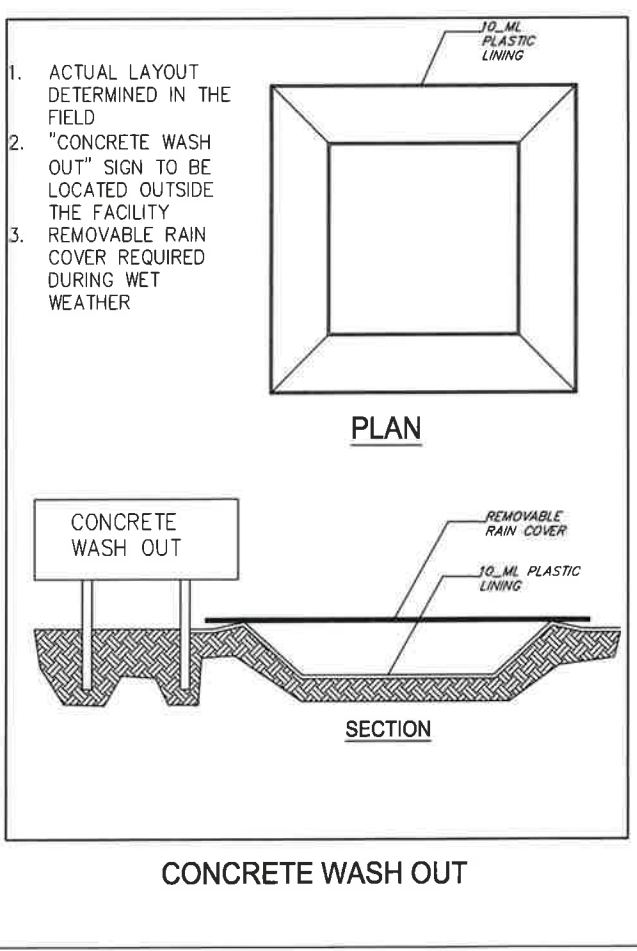
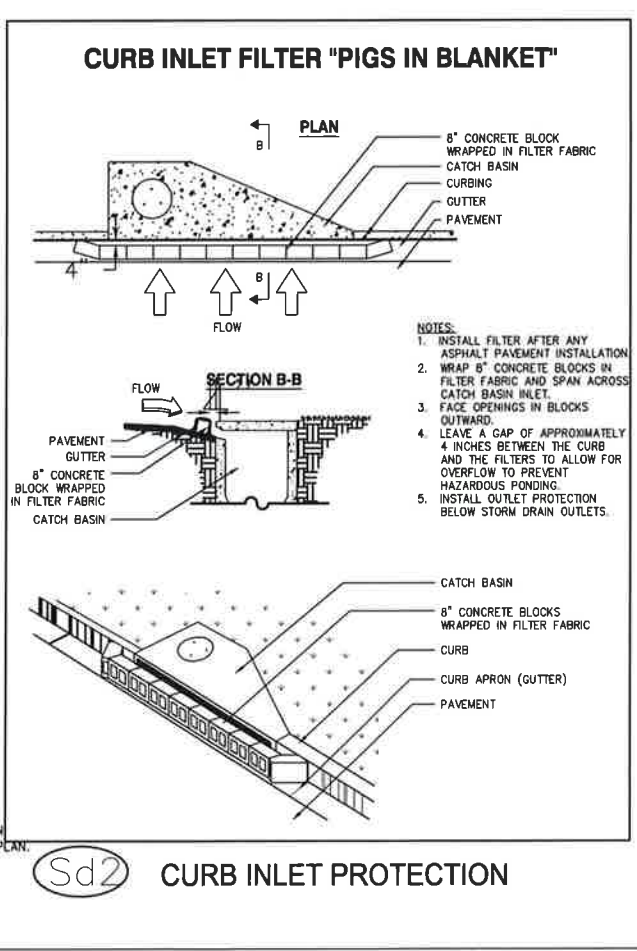
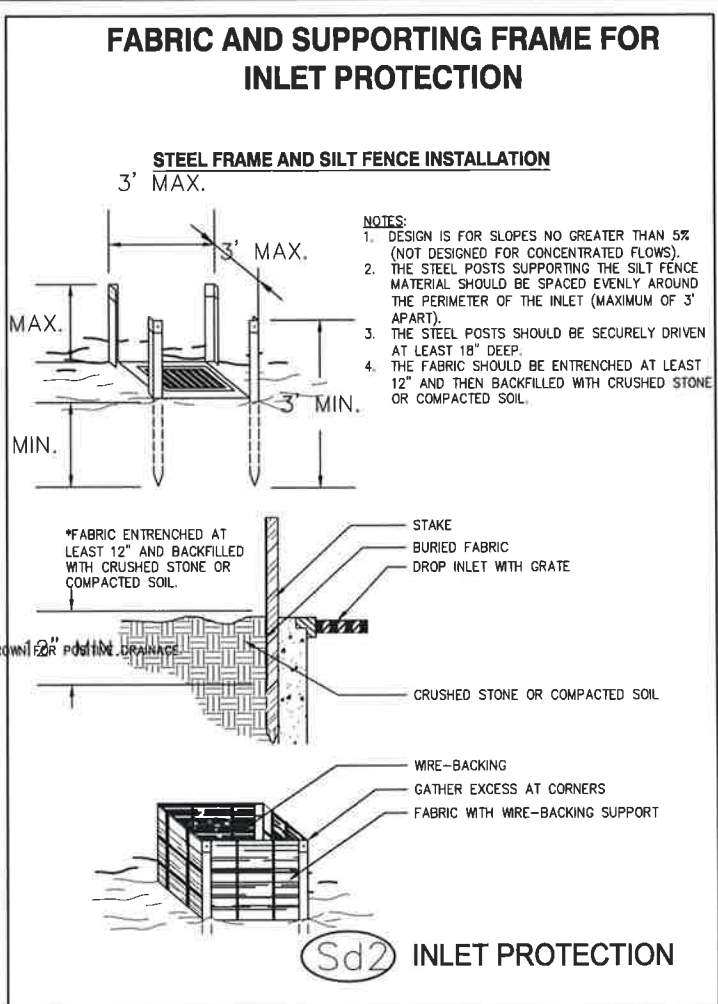
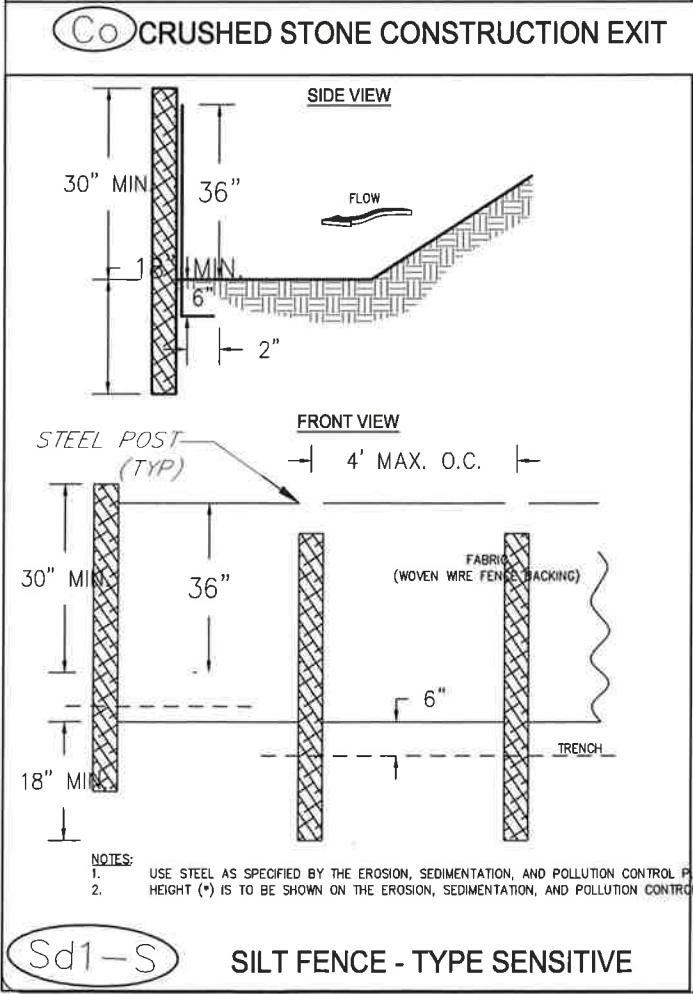
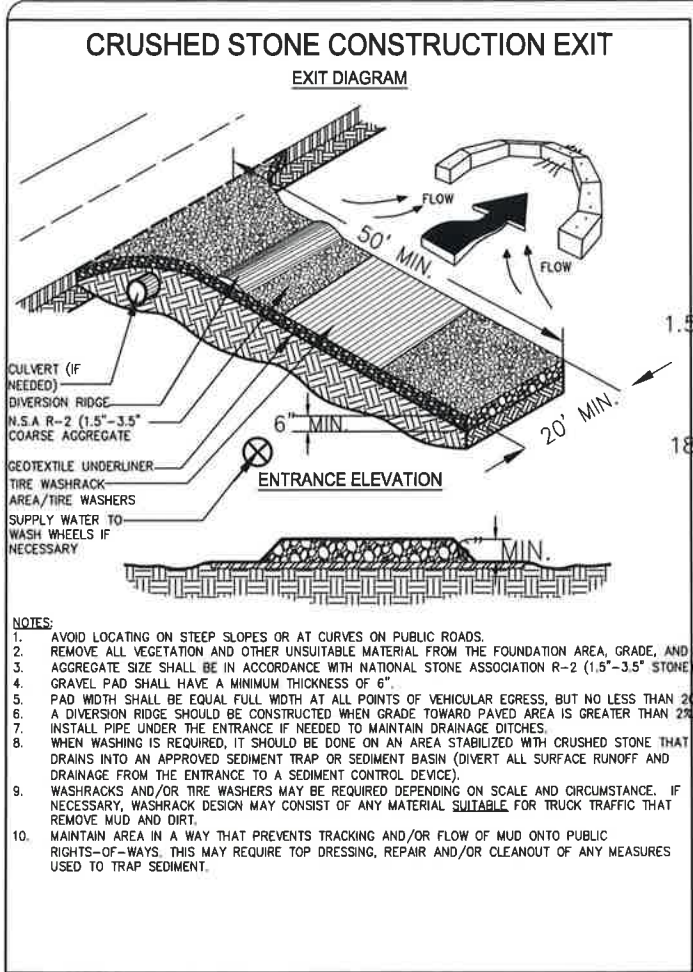
Tel: 404.396.0192
land_engineering@yahoo.com

**SPECIAL USE SITE PLAN FOR
MAXSOUTH STEEL ERECTORS, LLC.
192 INDUSTRIAL PARK DRIVE, LAWRENCEVILLE, GA 300465
LOCATED IN L.L. 176, 5TH DISTRICT, GWINNETT COUNTY, GA.**

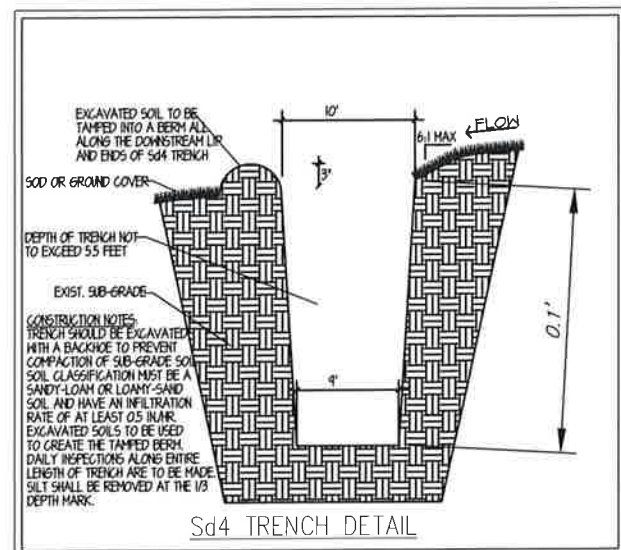
PROJECT I.D.	2020120	DRAWN BY	JMK
SCALE	1"=60'	ISSUE DATE	04/30/2020
RELEASED/ISSUED FOR CONSTRUCTION			

SHEET TITLE
PROPOSED SITE PLAN

SHEET NUMBER
30F4



Contributing Drainage Area	Depth of amended Soil (inches)			
	18	24	30	36
100	6.6	5.7	5.1	4.6
500	35	30	25	23
1000	65	60	50	45
2000	135	115	100	90
3000	200	170	150	140
4000	250	230	200	185
5000	330	290	255	230



LAND ENGINEERING & SURVEYING, INC.
Tel: 404.396.0192
2040 Meyers Drive
Lawrenceville, GA 30045
land_engineering@yahoo.com

SPECIAL USE SITE PLAN FOR
MAXSOUTH STEEL ERECTORS, LLC.
192 INDUSTRIAL PARK DRIVE, LAWRENCEVILLE, GA 300465
LOCATED IN L.L. 176, 5TH DISTRICT, GWINNETT COUNTY, GA.

PROJECT I.D.	2020120	SCALE	NTS
DRAWN BY	JMK	ISSUE DATE	04/30/2020
REVISIONS			
SHEET TITLE	EROSION DETAILS		
SHEET NUMBER	40F4		

RELEASED/ISSUED FOR CC INSTRUCTION



*The City of Lawrenceville
Planning & Development*

**Aerial Map and
Surrounding Area**
File # SUP2020-00030

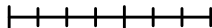
Applicant:
Gloria Castillo

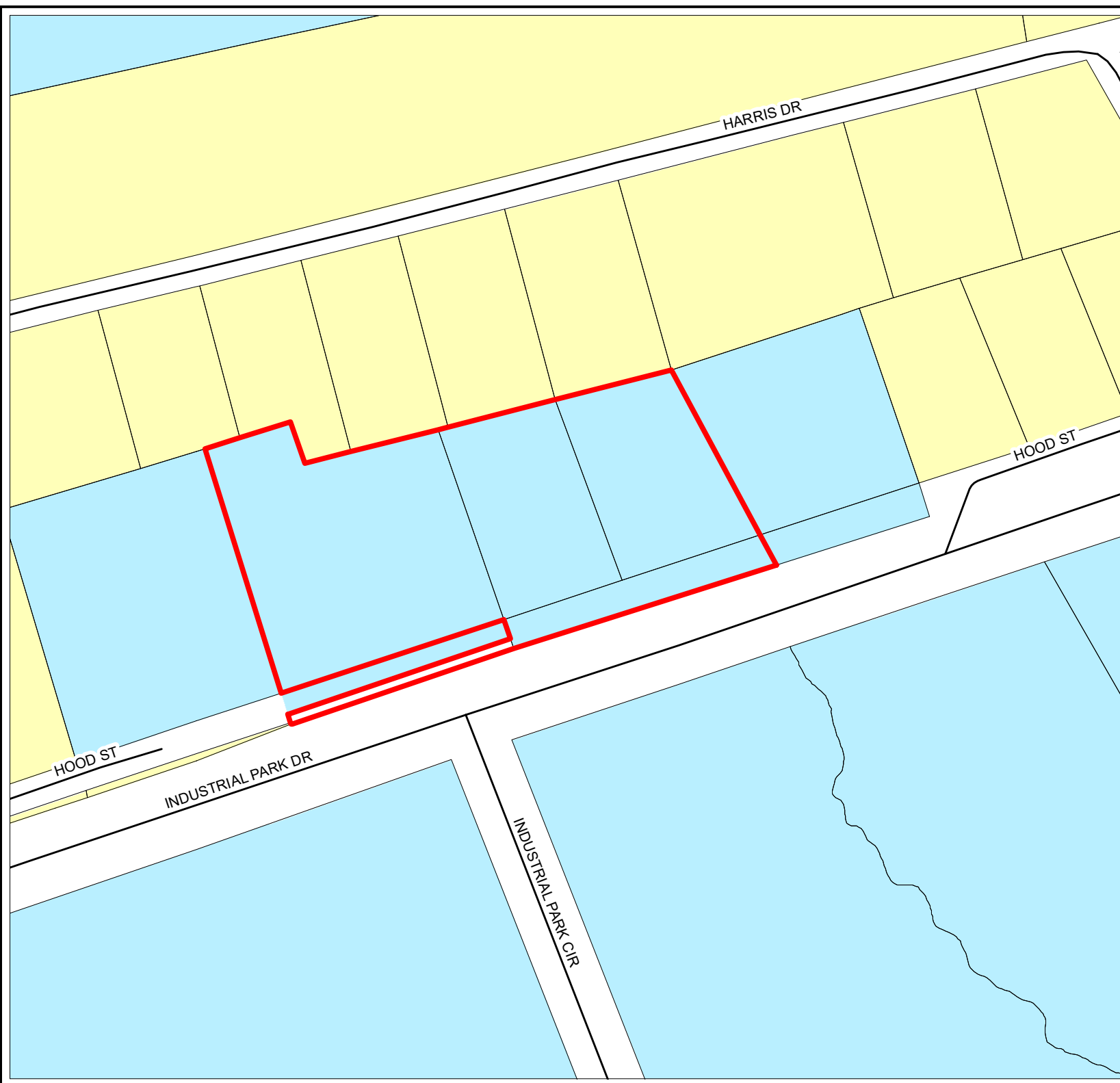
Legend

-  Subject Property
-  Roads
-  Parcels



0 37.5 75







*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning
File # SUP2020-00030**

**Applicant:
Gloria Castillo**


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 Subject Property

 Roads

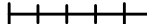
 Parcels

ZONING

 LM Light Manufacturing

 RS150 Single-Family Residence



0 37.5 75


Page 265

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS – June 9, 2020**

**PLANNING AND DEVELOPMENT DEPARTMENT
WORK SESSION COMMENTS – June 11, 2020**

Additions – **BOLD**

Deletions - ~~Strikethrough~~

SUP2020-00030

Approval of Special Use Permit for Gravel Parking, Outdoor Storage and Commercial Vehicle Parking (Tractor and/or Trailer), subject to the following enumerated conditions:

1. The property shall be developed with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments and shall be subject to the review and approval of the Director of Planning and Development.
 - a. To abide by the following requirements, dedications, and improvements:
 - i. Access to the property must align with Industrial Park Circle; ~~be at least 30' wide and be paved. Pavement in R/W must be heavy duty asphalt or concrete.~~ **Private Drive/Entrance shall be 32 feet in width, with a 40 foot radius, and designed to the following minimum standards**
 1. **28 feet of pavement width**
 2. **8 inch X 24 Inch X 14" at 3000 PSI curb and gutter**
 3. **40 foot radii on curbs**
 - ii. Parcels must be combined before the issuance of any development permits.
 - iii. The building shall be of brick, stacked stone, and/or glass finish on all sides. Architectural plans shall be submitted to the Planning and Development Department for review and approval.
 - iv. ~~Construct the building closer to the front setback and provide the client and employee parking in the rear.~~ **The building shall be positioned in the southwestern portion of the property and north of the 50-foot front yard building setback and east of the side yard setback a distance of 1-foot.**
 - v. The **portion of the** property **containing outdoor storage** shall be fenced.
2. **Provide a four-foot concrete sidewalk, with a two-foot beauty strip along the northern right-of-way of Industrial Park Drive. Sidewalk shall be designed to the following minimum standards:**

1. P&D and PC Recommended Conditions – June 9, 2020
2. P&D Work Session Recommended Conditions – June 11, 2020

- a. Sidewalk to be constructed of 3000 PSI concrete at 28 days
 - b. Sidewalk shall be four-inches thick.
 - c. 1/2-inch premoulded expansion joint required at all driveway, curbs, etc.
 - d. Sidewalk slope of typical sidewalk section shall be 1/4-inch per foot.
 - e. Sidewalk slope of sections intersection the driveway shall be 1-inch per foot.
 - f. Sidewalk shall be compacted to 95-percent of maximum theoretical density.
3. Provide ~~four~~ 24 parking spaces and ~~two~~ one loading spaces designated for clients and employees parking. **Client and employee parking shall be located in the front yard area.** Parking and driveway surfaces shall be paved and striped to City standards.
4. Gravel parking shall be limited to the side yard or rear yard areas, and outside of any required stream or zoning buffer located at the subject property. Expansion of the gravel limits is prohibited. Graveled areas shall be kept in a neat and orderly appearance at all times.
5. The parking of vehicles used for commercial or industrial related service, sales or delivery shall be limited to the side yard or rear yard areas, and outside of any required stream or zoning buffer.
6. Outdoor storage of any items and/or materials shall be subject to the rules and regulations of Article 2, Supplementary Regulations, Section 200.3.52 Outdoor Storage (Industrial). **Subject to the review and approval of the Planning and Development Department.**
- a. In industrial zoning districts, outdoor storage of items, equipment, materials and supplies which are not offered for sale but which are considered to be an accessory to the principal permitted use, shall be allowed, subject to the following restrictions and requirements:
 - i. Outdoor Storage shall not be located within a required front yard;
 - ii. Outdoor storage shall not be located in the area between the front of the principal structure and the public right-of-way;
 - iii. Outdoor Storage shall be located within a side or rear yard area only, and screened from ;
 - iv. Outdoor storage shall be screened from the Right-of-Way by a slatted or screened chain-link fence at least 6 feet in height;
 - v. Fencing shall be not be located within the required front yard, and shall be limited to the side yard or rear yard areas only.
 - vi. Fence lines running parallel to Industrial Park Drive or the front yard area shall be landscaped.
 - vii. Outdoor Storage shall be setback a distance of at least 15 feet from any side or rear property lines; stream buffer and zoning buffer.
 - viii. Setback area shall be landscaped to provide an affective year-round visual screening;

1. P&D and PC Recommended Conditions – June 9, 2020
 2. P&D Work Session Recommended Conditions – June 11, 2020

- ix. **Materials stored outdoors shall not be placed or stacked at a height exceeding that of the screening fence.**
 - x. **Outdoor Storage of junk, scrap materials or metal, rags, paper, abandoned, junk or wrecked vehicles, material shall be prohibited.**
7. Provide a 10 foot Landscape Strip adjacent to the right-of-way Industrial Park Drive, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. **The landscape strip shall consist of 19 Star Magnolia (*Magnolia Stellata*), 29 Fragrant Tea Olive (*Osmanthus Fragens*), and 27 Cleyera (*Ternstroemia Gymnanthera*). At time of planting, deciduous trees shall be three inches in diameter. At time of planting, evergreen shrubs shall be at least three-gallon container size and must be of a species with a minimum mature height of three feet. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.**
 8. **Provide landscaping immediately adjacent to any fence line running parallel to or facing Industrial Park Drive. The landscaping shall include a variety of evergreen shrubs and trees that are consistent with the genus and species listed in the Development Regulations for the City of Lawrenceville, Article VIII, Landscape Ordinance Appendix A. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.**
 9. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees
 10. Provide a 50 foot undisturbed/natural vegetative buffer and impervious surface setback along the rear and side property lines. Where existing vegetation and site topography are insufficient to accomplish the purpose of the required buffer area, existing vegetation shall be supplemented. The buffer shall be reestablished to provide adequate screening from adjacent residentially-zoned properties. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.
 11. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10 foot landscape strip.
 12. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
 13. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

1. P&D and PC Recommended Conditions – June 9, 2020
2. P&D Work Session Recommended Conditions – June 11, 2020

14. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.
15. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Construction Manager at Risk Services Change Order 1
Department:	Administration
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	\$418,110.00
Presented By:	Kip Stokes
Action Requested:	Approval of Construction Manager at Risk Services Change Order 1 to Carroll Daniel Construction Co. in the amount of \$418,110.00. Authorization for Mayor to execute change order 1.

Summary: This change order is for additional rock removal, undercutting and remediation of foundations, addition of a grease trap and associated grease waste piping, and adding 73 calendar days to the contract completion date. New completion date will be March 7, 2021. Approval will bring the total contract value to \$26,212,926.00.

Background: The initial contract was awarded June 4, 2018 with a Guaranteed Maximum Price amendment approved by Council on October 7, 2019 totaling \$25,794,816.00.

Fiscal Impact: Amount not to exceed \$418,110.00. This project is funded by the 2017 SPLOST Fund (3246184.541316). Project SP-005.

Attachments/Exhibits:
Change Order 1



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Administration Change Order #: 01Project/PO: RP005-18 LPAC Construction Management at Risk Services Change Order Date: June 3, 2019Contractor/Vendor: Carroll Daniel Construction

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	B	Rock Removal in excess of rock removal allowance during September and October 2019	\$15,977.00
2	B	Undercutting and Remediation of Foundations per Special Inspections Firm Recommendations during September through December 2019 with 40 calendar day extension of contract time	\$163,845.00
3	B	Rock Removal/Undercutting/Remediation of Foundations and Rock Removal/Lift Station Tank Stabilization with 33 calendar day extension to contract time	\$152,219.00
4	B	Undercutting and Remediation of Foundations per Special Inspections Firm Recommendations during January through April 2020	\$30,100.00
5	B	Gwinnett County Sewer and Gwinnett County Health Department required the addition of a Grease Trap and associated Grease Waste Piping	\$55,969.00
		Net Amount	\$418,110.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$ 25,794,816.00Previous Change Order Amount: \$ 0.00Amount of Change Order Requested (Increase) \$ 418,110.00New Contract/PO Amount (Including this Change Order) \$ 26,212,926.00This contract period provided for completion will be increased/decreased by 73 calendar days. Adjusted completion date is March 7, 2021.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Kip Stokes
RequestorChuck Warbington
Department Director_____
Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Gas Rate Analysis and Ordinance Amendment
Department:	Gas
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	Possible Revenue Generation of \$676,404.00+ per Year
Presented By:	Todd Hardigree
Action Requested:	Approve Ordinance Amendment to Section 4-103 of Article IV of the Development Regulations related to Natural Gas/ Pipeline Sales for a Rate Increase To Take Effect September 1, 2020

Summary: The last increase in gas rates was in March, 2017. Since this increase, the cost of materials, contract labor and many other factors have increased. The gas director is seeking approval or recommendation for gas rate increases to be effective starting September, 2020. The recommendation is a one-dollar increase to the monthly base rate, for the next three (3) years and no increase to the volumetric/distribution charges are recommended. The large commercial meters are also recommended to go to a tiered structure based on meter size and equipment.

Background: Residential customer impacts of \$12.00 per year, each year. Commercial customer impact varies based on size of meter.

Fiscal Impact: Potential revenue generation of \$676,404.00 for the first year and compounding subsequently.

Attachments/Exhibits:

Power Point Presentation
Gas Rate Ordinance Amendment



City of Lawrenceville

Gas Rate Analysis

June 22, 2020

Presented by: Todd Hardigree



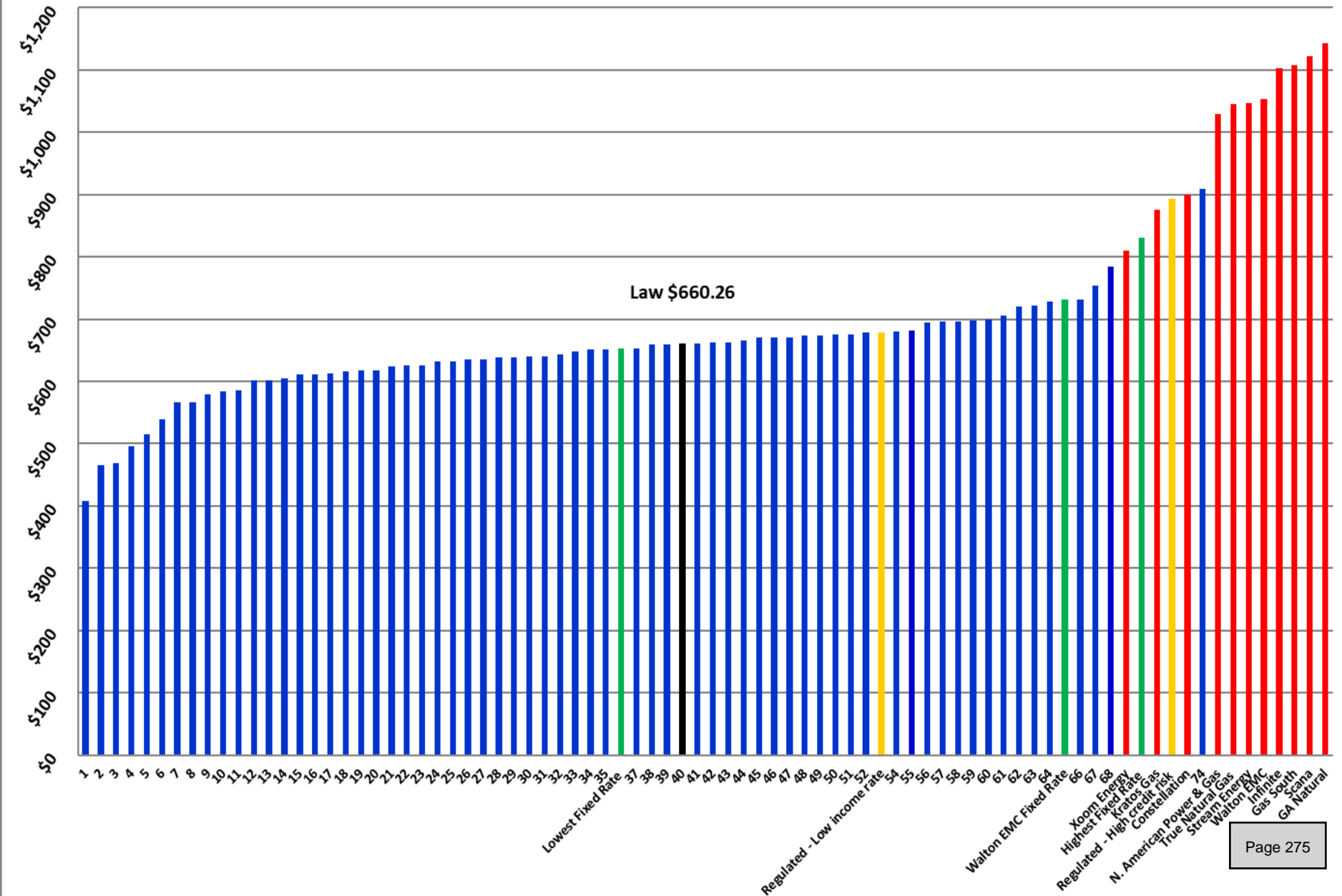
Where do we stand?

Residential Rates

<u>Gas Provider</u>	<u>Base Rate</u>	<u>Dist Charge/Mcf</u>	<u>12 Month Bill (500 Therms)</u>
Comparable City	\$17.00	\$1.00	\$468.59
Comparable City	\$11.95	\$3.45	\$566.98
Comparable City	\$12.00	\$3.75	\$616.56
**AGL - Marketer (Lowest 12 Month Fixed)	\$37.07	N/A	\$652.13
Lawrenceville (Current Rates)	\$21.00	\$4.00	\$660.26
Comparable City	\$13.64	\$4.93	\$666.05
**AGL - Marketer (Walton EMC)	\$36.48	N/A	\$707.23
Comparable City	\$22.00	\$5.50	\$731.62
**AGL - Marketer (Highest 12 Month Fixed)	\$41.16	N/A	\$830.97

Apr19-Mar20 Average Residential Bill (500 Therms) Municipals and Marketers (Law Current Rate Structure)

15.





On Our Website for Direct Comparison Versus Marketers

LAWRENCEVILLE VARIABLE GAS RATE/BILL COMPARISON (April 2020)

Based on April 2020 Period Using PSC/AGL Consumption of 42 Therms)(Lawrenceville bills in CCF and numbers have been converted to match "therm")

Monthly Base Charge Total and Average		Average Marketer Variable Rates (Price/Therm)		Marketer Variable Rates (Customer Charge)		Total Bill	
AGL Customer Base Charge (1.3 DDDC) 12 Month Avg	\$ 31.21	True Natural Gas	\$ 1.19	True Natural Gas	\$ 5.95	True Natural Gas	\$ 84.38
April	\$ 28.45	Walton EMC	\$ 1.15	Walton EMC	\$ 5.95	Walton EMC	\$ 82.49
		Stream Energy	\$ 1.19	Stream Energy	\$ 6.95	Stream Energy	\$ 85.30
		Constellation	\$ 0.90	Constellation	\$ 5.95	Constellation	\$ 72.16
Lawrenceville 12 Month Avg	\$ 21.00	Scana Energy	\$ 1.28	Scana Energy	\$ 5.95	Scana Energy	\$ 88.12
April	\$ 21.00	Gas South	\$ 0.99	Gas South	\$ 9.95	Gas South	\$ 79.98
		Infinite Energy	\$ 1.31	Infinite Energy	\$ 5.95	Infinite Energy	\$ 89.38
		Georgia Natural	\$ 1.42	Georgia Natural	\$ 6.99	Georgia Natural	\$ 95.04
		Generations Energy	\$ 1.49	Generations Energy	\$ 6.95	Generations Energy	\$ 97.98
		Kratos Gas and Power	\$ 0.85	Kratos Gas and Power	\$ 5.95	Kratos Gas and Power	\$ 70.10
		North American	\$ 1.16	North American	\$ 5.95	North American	\$ 83.08
		Xoom Energy	\$ 0.78	Xoom Energy	\$ 5.85	Xoom Energy	\$ 67.02
		Average	\$ 1.14	Average	\$ 6.53	Average	\$ 82.92
		Lawrenceville	\$ 0.73	Lawrenceville	N/A	Lawrenceville	\$ 51.79

The seal of Lawrenceville, Georgia, is located in the top left corner. It features a circular design with a blue background and a white border. Inside the circle is a white silhouette of a building with a dome and a clock tower, topped with a flag. The words "LAWRENCEVILLE, GEORGIA" are written in a circular path around the central image.

Gas Rate Increase Drivers

- Based on current market
 - Increased costs of system maintenance, improvements and contract pricing (up over 10% since last rate increase in 2017)
 - AGL customer base charge was \$44.45 for March. AGL has an approved rate case increase of around 4% or \$30-\$45 per customer per year (started in January)



Recommendation

- Proposing a \$1.00 increase to the monthly base rate, for each of the next three (3) years for all residential and commercial customers
 - \$0 increase to the MCF/CCF distribution charge for all customers
- This keeps our gas competitive, below marketer price, and allows us to give the best customer service field experience at an excellent level.
- Will help to sustain the gas system and cover increasing costs



Recommendation of Large Meter Rate Structure

- Recommending an increase to the base rate for customers with large rotary style meters over 1,500 CFH. These customers represent 0.7% of our total 50,000 customers, but are the largest demand on the gas system.
 - This is due to the costs of installation, required maintenance and yearly testing, telemetry and will include contract customers
 - Examples would be for lower end would be Gwinnett Historic Courthouse, schools, Walmart, Kroger
 - Examples for the larger end would be Atlanta Attachment, Ricoh, GJAC, Gwinnett Jail, Mission Food, Braves Stadium
 - Most businesses downtown would not be affected, as most are in the 400-1,000 CFH demand, so only the \$1 increase would apply.



Recommendation of Large Meter Rate Structure

- This is highly competitive with other cities.
- Base charges were determined by different factors including:
 - Meter and equipment costs (meter, meter set, regulator, relief, labor)
 - Any associated telemetry/monthly costs
 - Third party testing for accuracy
 - Preventive maintenance
 - Annual leakage survey required by code
 - Life expectancy of meter per industry expert

Where Do We Need To Be? Commercial Rates



***PROPOSED NEW BASE RATE FOR LARGE METER CUSTOMERS**

METER SIZE	TOTAL (ACTIVE IN SYSTEM)	NEW RATE ANALYSIS		
		NEW	OLD BASE RATE	NEW NET REVENUE PER YEAR
1.5M	34	\$38.00	\$27.00	\$4,488.00
2M	71	\$38.00	\$27.00	\$9,372.00
3M	100	\$40.00	\$27.00	\$15,600.00
5M	70	\$65.00	\$27.00	\$31,920.00
7M	24	\$65.00	\$27.00	\$10,944.00
11M	14	\$65.00	\$27.00	\$6,384.00
16M	0	\$200.00	\$27.00	\$0.00
23M	3	\$225.00	\$27.00	\$7,128.00
TOTAL	316	\$188,220.00	\$102,384.00	\$85,836.00

- ❖ This will include our contract customers (Ricoh, Publix, Hospital)

Comparison With New Rate 2020

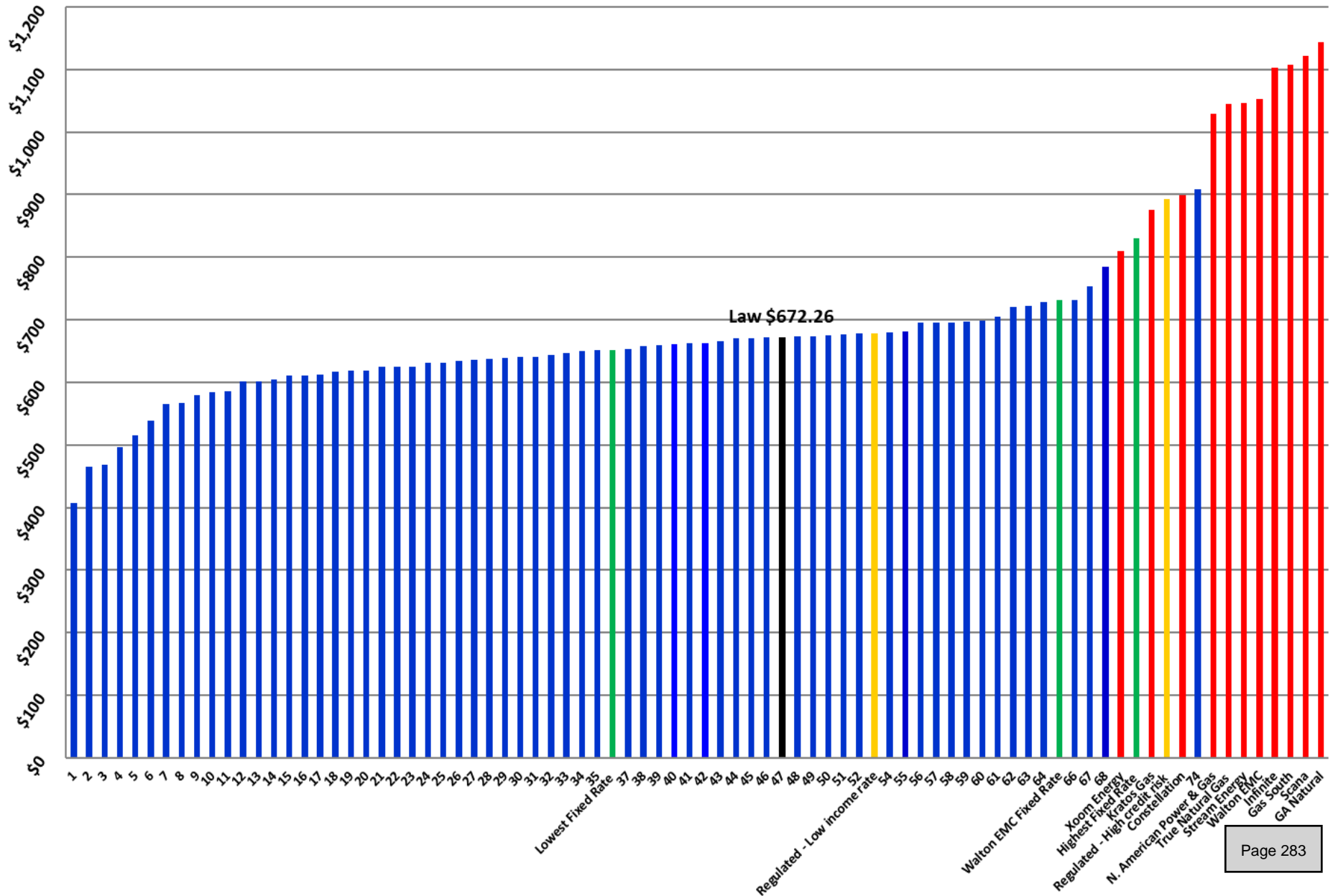
Residential and Commercial



<u>Gas Provider</u>	<u>Residential</u>		<u>Small Commercial</u>	
	<u>Base Rate</u>	<u>Dist Charge/Mcf</u>	<u>Base Rate</u>	<u>Dist Charge/Mcf</u>
Comparable City	\$17.00	\$1.00	\$17.00	\$1.00
Comparable City	\$11.95	\$3.45	\$13.50	\$3.45
Comparable City	\$12.00	\$3.75	\$20.00	\$3.75
**AGL - Marketer (Lowest 12 Month Fixed)	\$36.48	N/A		
Lawrenceville (Current Rates)	\$21.00	\$4.00	\$27.00	\$4.00
Comparable City	\$13.64	\$4.93	\$14.65	\$4.93
Lawrenceville (\$1.00/month Base Rate Increase)	\$22.00	\$4.00	\$28.00	\$4.00
**AGL - Marketer (Walton EMC)	\$36.48	N/A		
Comparable City	\$22.00	\$5.50	\$26.00	\$5.50
**AGL - Marketer (Highest 12 Month Fixed)	\$36.48	N/A		

Apr19-Mar20 Average Residential Bill (500 Therms) Municipals and Marketers (Law \$1/month increase)

15.





Additional Revenue with Base Rate Increases

(Based on “Warm” Winter Forecast)

Customer Class	Customer Count	Base Rate	Distribution Margin/MCF	Avg Annual Cust Bill	Additional Margin From Current Base Rates	Proposed Monthly Increase Per Cust/Per Year
Residential	46,500	\$ 22.00	\$ 4.00	\$672	\$558,000.00	\$1
Small Com/Ind	2,714	\$ 28.00	\$ 4.00	\$2,430	\$32,568.00	\$1
Large Meter	316	\$38-\$225	\$4.00/Variable	Variable	\$85,836.00	Stays On Proposed Schedule
Total FY21	49,530				\$526,404.00	
Total FY22	50,355				\$1,286,772.00	
Total FY23	51,180				\$1,916,940.00	

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND SECTION 4-103 OF ARTICLE IV OF THE DEVELOPMENT
REGULATIONS OF THE CITY OF LAWRENCEVILLE, GEORGIA RELATED TO NATURAL GAS /
PIPELINE SALES**

The City Council of the City of Lawrenceville, Georgia hereby amends Section 4-103 of Article IV of the Development Regulations of the City of Lawrenceville by deleting subsection (3) entitled Natural Gas Rates in its entirety and replacing it with the following:

4-103 Pipeline Sales

(3) Natural Gas Rates

- (a) Base Rate: The base rate for natural gas charges to all customers shall be the actual cost of gas per unit paid, including any other charges for services by the City of Lawrenceville. The rate per unit is calculated by the Municipal Gas Authority of Georgia and submitted to the City in the form of an invoice for all natural gas units consumed by the City of Lawrenceville natural gas system. The invoice of the Municipal Gas Authority of Georgia shall include all costs of transportation, subscribed services and all other charges including the units of natural gas consumed. The calculation shall be reduced to a unit measure of 1,000 cubic feet ("MCF").
- (b) Surcharge: In addition to the cost calculated pursuant to part (a) of this paragraph, an additional surcharge of \$4.00 per MCF (1,000 cubic feet) shall be charged to each customer for each MCF used. This surcharge is the cost charged by the City of Lawrenceville for providing the services from the point of delivery of the units to the City on the transportation system to the customers' residential or commercial site for utilization. There shall be no differentiation between the cost charged to customers inside the City limits of Lawrenceville and those customers outside of the City limits of Lawrenceville. This rate is subject to modification after a public hearing before the Mayor and Council of the City of Lawrenceville, which meeting shall be properly advertised for the purpose of notification of gas customers.
- (c) Base Charge: In addition to the costs in part (b) an additional monthly base fee will be charged as follows:
 - i. Residential Customers:
 - i. \$22.00 - beginning September 1, 2020

- ii. \$23.00 - beginning September 1, 2021
 - iii. \$24.00 - beginning September 1, 2022
- ii. Commercial Customers:
- i. Commercial customers with meter sizes and volume ranging from 250 cubic per per hour (CFH) through 1,500 cubic feet per hour (CFH), the following base charges will apply:
 - i. \$28.00 – beginning September 1, 2020
 - ii. \$29.00 – beginning September 1, 2021
 - iii. \$30.00 – beginning September 1, 2022
 - ii. For customers requiring a large volume of gas and larger meter, the following base charges will apply:
 - i. 1.5M Meter (+/-1,500 CFH) - \$ 38.00 - beginning September 1, 2020
 - ii. 2M Meter (+/-2,000 CFH) - \$ 38.00 - beginning September 1, 2020
 - iii. 3M Meter (+/-3,000 CFH) - \$ 40.00 - beginning September 1, 2020
 - iv. 5M Meter (+/-5,000 CFH) - \$ 65.00 - beginning September 1, 2020
 - v. 7M Meter (+/-7,000 CFH) - \$ 65.00 - beginning September 1, 2020
 - vi. 11M Meter (+/-11,000 CFH) - \$ 65.00 - beginning September 1, 2020
 - vii. 16M Meter (+/-16,000 CFH) - \$ 200.00 - beginning September 1, 2020
 - viii. 23M Meter (+/-23,000 CFH) - \$ 225.00 - beginning September 1, 2020
- (2) Dual Fuel Customers:
- i. \$27.00 – beginning September 1, 2020 for customers that pay a \$500 up front demand charge
 - ii. \$28.00 – beginning September 1, 2021 for customers that pay a \$500 up front demand charge
 - iii. \$29.00 – beginning September 1, 2022 for customers that pay a \$500 up front demand charge
 - iv. \$32.00 – beginning September 1, 2020 for customers that do not pay the \$500 up front demand charge
 - v. \$33.00 – beginning September 1, 2021 for customers that do not pay the \$500 up front demand charge
 - vi. \$34.00 – beginning September 1, 2022

- (d) Special Rates: The department head of the City of Lawrenceville Gas Department is authorized to enter into specific contracts with customers for gas rates that differ from paragraph (a), (b) and (c) above in the event the customer can demonstrate that they utilize a large quantity of natural gas during off-season periods when demand is lower and the utilization of the natural gas assists the City in covering the cost of transportation. In addition, the department head shall be authorized to enter into contracts with large volume customers at preferred rates. The above base rates shall apply to these customers based upon size of meter and gas volume. This special rate procedure shall only be authorized after a written agreement is submitted to the Mayor and Council for review and formal adoption of a specialized rate must be justified by the circumstances after a public hearing before the Mayor and Council. As of the adoption of this ordinance, the City has a special rate for Publix Distribution Center facility, Ricoh and the Gwinnett County Hospital System. Contracts with these three specialized users are hereby approved consistent with the contracts that have already been reviewed by the Mayor and Council. Specialized contracts for specialized rates must be reduced to writing and be available for review at the City of Lawrenceville Gas Department.

IT IS HEREBY ORDAINED that the other and remaining provisions of Section 4-103 shall continue unchanged and in full force and effect.

IT IS SO ORDAINED, this ____ day of _____, 2020.

David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Amend Chapter 30 – Solid Waste and Chapter 30 - Utilities
Department:	Finance
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	N/A
Presented By:	Keith Lee
Action Requested:	Approve an ordinance to amend the code of the City of Lawrenceville, Georgia, Chapter 30 solid waste for the purpose of amending billing dates and Chapter 38 utilities to adopt a new ordinance related to public utilities

Summary: Chapter 38 Article 1 of the City’s Code of Ordinances addresses various activities that relate to utility service and customers. Includes a number of changes, which in many cases aligns the City’s Customer Service functions with the Georgia Public Service Commission Guidelines. The updates include:

- Sets the due date of a utility bill at 21 days and disconnect at 45 days.
- When gas or electric service may be discontinued for a residential customer.
- Updates fees for reconnection of service and establishes a fee for same day service.
- Implements an administrative Fine process for Tampering and Unauthorized use.

Chapter 30 is being updated to follow the same schedule for utility billing as Chapter 38.

Fiscal Impact: N/A

Concurrences: Changes have been reviewed by the City Manager and Utility Departments

Attachments/Exhibits:
Ordinance

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE,
GEORGIA, CHAPTER 30 SOLID WASTE FOR THE PURPOSE OF AMENDING BILLING DATES AND
CHAPTER 38 UTILITIES TO ADOPT A NEW ORDINANCE RELATED TO PUBLIC UTILITIES**

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

Section 1:

By deleting Sections 30-12(2) in its entirety and inserting in lieu thereof, the following:

Sec. 30-12. Residential fees.

(2) All garbage bills will follow the schedule set forth in Chapter 38.

Section 2:

By deleting Sections 30-26(d) in its entirety and inserting in lieu thereof, the following:

Sec. 30-26. Commercial Fees.

(d) All garbage bills will follow the schedule set forth in Chapter 38.

Section 3:

By deleting Sections 38-1 to 38-32 in their entirety and inserting in lieu thereof, the following:

Chapter 38 – UTILITIES

ARTICLE I. - IN GENERAL

Sec. 38-1. – Definitions.

As used in this chapter, the following terms shall have the meanings ascribed to them respectively:

Statement Date means the Date the bill is calculated by the City.

Sec. 38-2. - Application for utility service.

Application for the use of city utilities shall be made to the City by the owner or agent of the property to be benefited, designating the location of the property and stating the purpose for which the utility may be required. The city manager or designee shall

prescribe the forms, information, and processes necessary for obtaining an application for utility service. An application fee of \$50.00 shall be charged for processing utility service applications.

Sec. 38-3. – Billing.

The City Manager or designee may set billing schedules for various customers to ensure efficiency in government operations and collection of fees. The utility bills shall be due 21 days from the statement date. Disconnection of services for non-payment may occur 45 days from statement date.

Sec. 38-4. – Deposit.

The City Manager or designee may set deposit schedules, fees, and procedures for various customers to ensure efficiency in government operations and collection of fees.

Sec. 38-5. – Interest and late fees.

The bill is past due if it remains unpaid 21 days from the statement date. A late fee of 1.5% of the past due balance shall be applied no earlier than 21 days from the statement date. This date shall be known as the penalty date.

Sec. 38-6. - Time limit for disconnection.

At the expiration of 24 days from the penalty date specified on the utility bills submitted by the City of Lawrenceville to its customers, the City of Lawrenceville shall terminate the utility service to the premises which utilized the service. Disconnection by the City may occur if any portion of a bill remains unpaid 24 days from the penalty date specified on the utility bills submitted by the City of Lawrenceville to its customers.

Sec. 38-7. - Notice of disconnection.

No utility service may be disconnected for non-payment unless:

- (1) The customer has been given written notice of the proposed disconnection at least five days prior to the date of disconnection. The date of the disconnection must be a business day when a representative is available to receive payment from the customer.
- (2) Such notice shall be:
 - a. Served upon the customer by the U.S. mail, electronic means, or other means that are available to the general public.
- (3) Such notice shall state:
 - a. The earliest date for the proposed disconnection;

- b. The amount due and the reason for the proposed disconnection;
- c. A telephone number and email, which the affected consumer may contact for information about the proposed disconnection.

Sec. 38-8. - Restrictions on disconnection.

- (a) The City shall not discontinue gas or electric service to a residential customer between November 15th and March 15th if the forecasted local temperature is below 32°F for a 48-hour period beginning at 8:00 a.m. on the date of the proposed disconnection;
- (b) The City shall not discontinue electric service to a residential customer if, prior to 8:00 A.M. on the date of the scheduled disconnection, a National Weather Service Heat Advisory or Excessive Heat Warning is in effect, or is forecasted to be in effect by the National Weather Service;
- (c) Service shall not be disconnected for nonpayment of a bill to a residential customer who has a serious illness which would be aggravated by the disconnection - provided that the customer:
 - 1. Notifies the City of this condition in writing. The customer may also notify the City orally, but must send the City a written notice within 10 days of the oral notification.
 - 2. Within 10 days of providing initial notice to the City, a written statement from a physician, county board of health, hospital or medical clinic identifying the illness, its expected duration, and certifying that the illness would be aggravated by such disconnection must be received by the City.

Sec. 38-9. – Restoring Service.

The City shall reconnect service if the past due balance is paid within 10 days of when service was disconnected for nonpayment. The customer will be charged a reconnection fee of \$60.00. Reconnection will occur no earlier than the day after payment of outstanding balance. Same day restoration may be requested and if available, then the same-day reconnection fee of \$65.00 shall be charged, in addition to the \$60.00 reconnection fee. If payment for past due balance is more than 10 days after service was disconnected for nonpayment, customer must sign up for new service and may be subject to application fees, credit screening, new terms of service, outstanding balances and a connection fee of \$60.00.

Sec. 38-10. – Administrative fines.

- (a) The City Manager or designee may issue administrative fines for the following infractions:
 - 1. Meter tampering and meter repair;
 - 2. Hydrant tampering and repair;

3. Valve tampering and repair;
4. Unauthorized use.

- (b) Any person tampering with utility infrastructure will be responsible for the cost of repairs including materials, labor, and city staff and equipment time.
- (c) When the City Manager or designee finds that a person has violated, or continues to violate, any provision of this article, the city may issue a fine in an amount not to exceed \$1,000.00. Such fines shall be assessed on a per-violation, per-day basis. Fines may be assessed for each day during the period of violation.
- (d) Unpaid charges, fees, fines, and penalties shall, after 30 calendar days, be assessed an additional penalty of ten percent of the unpaid balance, and interest shall accrue thereafter at a rate of ten percent per month. A lien against the person's property shall be sought for unpaid charges, fines, and penalties.
- (e) Persons desiring to dispute administrative fines must file a written request to the City Manager for the city to reconsider the fine within 14 days of being notified of the fine. Where a request has merit, the City Manager or designee may convene an administrative hearing on the matter.
- (f) Issuance of an administrative fine shall not be a bar against, or a prerequisite for, taking any other action against the person in violation.

Sec. 38-11. - Prohibitions.

- (a) Unauthorized connections. No person shall connect to, tap on, or discharge service from any line or main belonging to the city without first obtaining the permission of the City Manager or designee through permits or other means to do so, and paying the required deposits or account initiation fees, tap fees, system development charges, and connection charges.
- (b) Meter tampering. No person shall break, alter, change the reading of, or tamper with the mechanism of any meter of the city without the authority of the City Manager or designee.
- (c) Bypassing meter. No person shall attach any line, pipe, device or mechanism of any kind or type to any line, pipe or main, in such a manner as to cause any service to flow through, by or around any city meter without the meter properly measuring and recording the quantity thereof.

- (d) Taking service by any method to avoid payment. No person shall attach any line, pipe, device or mechanism of any type or kind to any city utility line, pipe or main, in such a manner as to take service to avoid payment.
- (e) Obstructing meter. No person shall cover a meter with dirt or other material so that the cover or the meter is not visible to city personnel, meter inspectors, meter readers or contract personnel contracted to read meters.
- (f) Unauthorized reconnection. No person shall reconnect or turn on any utility connection, where the connection has been disconnected by City personnel or authorized contractor personnel for nonpayment of bills, or for other purposes.
- (g) Preventing access or obstructing valves. No person shall remove or cover a utility valve with any material so that it is not visible or direct access to the valve is denied to City personnel or other personnel authorized by the City.
- (h) Damage of distribution system. No person shall damage, destroy, deface, impair the function of, or otherwise vandalize any portion of the City utility distribution systems or appurtenances.

Sec. 38-12. - Unauthorized use of utility.

The procedures under this chapter will not be required when there is an unauthorized use of the utility service, bad checks, safety hazards, or building code violations.

Sec. 38-13. - Maintenance of access to metering devices.

- (a) Owners and lessees of property shall be responsible to maintain access to City utility meters located on property owned or leased by them, clear of obstructions so that the meter may be accessed, read, and maintained easily by City employees.
- (b) All meter set assemblies shall be maintained free from any landscaping obstructions in an area not less than three feet in front of and two feet to either side of the meter set assembly. Landscaping obstructions include, but are not limited to, rocks, bushes, fences, or other manmade or natural structures that restrict access to the meter set assembly.
- (c) The City may relocate the meter away from an obstruction if the City, in its discretion, deems relocation to be the least expensive alternative or an appropriate alternative to removing the obstruction. The costs of relocating the meter shall be billed to the owner or lessee as part of their regular utility bill.

- (d) Subject to the provisions set forth in this chapter, and in addition to the remedies provided in this section, the City is authorized to disconnect utility service to any property should the owner or lessee fail to remove any obstruction to the meter after receiving notice of the obstruction as set forth in this section.
- (e) Employees or contractors of the City may trim or remove any plant within ten feet of the front or five feet of the side of a transformer, gas meters, gas mains, water main, water box or fire hydrant which poses any safety hazard or threatens to interrupt service to City customers.

Sec. 38-14. - Planting and utility maintenance near transformers, water mains, water boxes and fire hydrants, gas valves and other utility components.

- (a) No shrub, bush, flower, tree or other plant shall be planted within ten feet of the front or five feet of the side of a City transformer, water main, water box, or fire hydrant.
- (b) Employees or contractors of the City may trim or remove any plant within ten feet of the front or five feet of the side of a transformer, gas meters, gas mains, water main, water box or fire hydrant which poses any safety hazard or threatens to interrupt service to City customers.

Secs. 38-15 -- 38-32. - Reserved.

IT IS SO ORDAINED, this _____ day of June, 2020.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	2020 Annual LMIG Resurfacing Project
Department:	Engineering
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	\$1,284,816.57
Presented By:	Dennis Billew
Action Requested:	Award 2020 Annual LMIG Resurfacing Project to low bidder, C.W. Matthews Contracting Co., Inc., amount not to exceed \$1,284,816.57. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: The original project scope consisted of approximately 0.865 miles of asphalt paving, milling, patching, striping and associated work on W. Pike Street from McConnell Dr. to Honeysuckle Circle. The low bid submitted for \$817,346.50 by C.W. Matthews Contracting Co., Inc. contained favorable pricing due to low oil prices and the competitive bidding process. Staff is taking advantage of the favorable pricing and expanding the project on W. Pike Street from McConnell Dr. to N. Perry Street and W. Crogan Street from the split with W. Pike Street up to N. Perry Street to total approximately 1.55 miles of asphalt paving, milling, patching, striping and associated work. The project will skip over Culver Street due to Gwinnett DOT signal upgrade project later in the year. The additional funding will be from FY 2021. The FY 2020 GDOT portion of this project is \$293,402.82.

Fiscal Impact: Amount of \$1,284,816.57. This project is funded by the Capital Outlay Fund (3554200-522225). Project 26-005.

Attachments/Exhibits:
Bid Tabulation

SB027-20
2020 Annual LMIG Resurfacing Project
Engineering

				Atlanta Paving & Concrete Construction, Inc.		Baldwin Paving Co., Inc.		C.W. Matthews Contracting Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LUMP	\$22,817.54	\$22,817.54	\$7,533.75	\$7,533.75	\$2,060.00	\$2,060.00
2	Mobilization	1	LUMP	\$6,000.00	\$6,000.00	\$3,512.77	\$3,512.77	\$5,448.00	\$5,448.00
3	Traffic Control	1	LUMP	\$70,000.00	\$70,000.00	\$59,752.53	\$59,752.53	\$104,731.47	\$104,731.47
4	PATCHING depth 4.0" deep – Recycled. Asphalt Con. 12.5 mm Super pave GP2 only TP 1, Incl. Bitumen Mat., HL. & Tack.	100	TON	\$189.75	\$18,975.00	\$156.26	\$15,626.00	\$225.02	\$22,502.00
5	PROFILE MILLING asphalt con. Pvmnt. Variable depth 2% slope - 1.25" below face of curb to center on west bound and east bound of road including milling additional 1" deep on all travel lanes.	40,000	SY	\$2.02	\$80,800.00	\$3.50	\$140,000.00	\$2.60	\$104,000.00
6	Adjust manholes to grade	15	EACH	\$4,105.00	\$61,575.00	\$4,822.16	\$72,332.40	\$3,627.00	\$54,405.00
7	Recycled Asphalt conc. LEVELING 4.75 mm (85 lb./SY/IN) Incl. Bitumen. Mat., H Lime & Tack.	100	TON	\$140.33	\$14,033.00	\$124.56	\$12,456.00	\$114.89	\$11,489.00
8	Recycled Asphalt conc. 9.5 mm SURFACE COURSE (138 lb./SY/IN) SP, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	2,700	TON	\$97.67	\$263,709.00	\$90.00	\$243,000.00	\$81.64	\$220,428.00
9	PERMA PAVE Overlay (110 lb./SY/IN) Incl. Mat., H Lime & Tack Coat.	1,340	TON	\$105.84	\$141,825.60	\$98.36	\$131,802.40	\$86.57	\$116,003.80
10	STRIPING SKIP 5" white or yellow line Thermoplastic	23,300	LF	\$0.44	\$10,252.00	\$0.49	\$11,417.00	\$0.35	\$8,155.00
11	STRIPING SOLID 5" white or yellow line Thermoplastic	19,300	LF	\$0.50	\$9,650.00	\$0.55	\$10,615.00	\$0.50	\$9,650.00
12	Pavement markers reflective RED , YELLOW OR WHITE	480	EACH	\$5.50	\$2,640.00	\$6.16	\$2,956.80	\$5.00	\$2,400.00
13	STRIPING 24" STOP BAR	250	LF	\$6.60	\$1,650.00	\$7.39	\$1,847.50	\$7.50	\$1,875.00
14	ARROWS TP 3 Thermoplastic	48	EACH	\$192.50	\$9,240.00	\$215.66	\$10,351.68	\$100.00	\$4,800.00
15	X-WALK per walking SF Thermoplastic	6,000	W/FT	\$3.30	\$19,800.00	\$3.70	\$22,200.00	\$2.05	\$12,300.00
16	10" SOLID STRIPE, white or yellow Thermoplastic	9,800	LF	\$3.30	\$32,340.00	\$3.70	\$36,260.00	\$3.15	\$30,870.00
17	12" SOLID STRIPE, white or yellow Thermoplastic	3,700	LF	\$4.40	\$16,280.00	\$4.93	\$18,241.00	\$3.75	\$13,875.00

BID TABULATION

18	Re-installation of TRAFFIC LOOPS ALL INCLUDED	1	LS	\$1,815.00	\$1,815.00	\$19,101.31	\$19,101.31	\$18,050.00	\$18,050.00
19	10% Contingencies	1	LS	\$78,340.21	\$78,340.21	\$81,900.61	\$81,900.61	\$74,304.23	\$74,304.23
TOTAL				\$861,742.35		\$900,906.75		\$817,346.50	

				DAF Concrete, Inc.		Pittman Construction Company, Inc.		Sunbelt Asphalt Surfaces, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LUMP	\$12,460.00	\$12,460.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
2	Mobilization	1	LUMP	\$5,000.00	\$5,000.00	\$65,000.00	\$65,000.00	\$25,000.00	\$25,000.00
3	Traffic Control	1	LUMP	\$50,000.00	\$50,000.00	\$115,950.00	\$115,950.00	\$100,000.00	\$100,000.00
4	PATCHING depth 4.0" deep – Recycled. Asphalt Con. 12.5 mm Super pave GP2 only TP 1, Incl. Bitumen Mat., HL. & Tack.	100	TON	\$100.00	\$10,000.00	\$163.40	\$16,340.00	\$175.00	\$17,500.00
5	PROFILE MILLING asphalt con. Pvmt. Variable depth 2% slope - 1.25" below face of curb to center on west bound and east bound of road including milling additional 1" deep on all travel lanes.	40,000	SY	\$2.30	\$92,000.00	\$2.55	\$102,000.00	\$4.00	\$160,000.00
6	Adjust manholes to grade	15	EACH	\$150.00	\$2,250.00	\$3,825.00	\$57,375.00	\$500.00	\$7,500.00
7	Recycled Asphalt conc. LEVELING 4.75 mm (85 lb./SY/IN) Incl. Bitumen. Mat., H Lime & Tack.	100	TON	\$115.00	\$11,500.00	\$96.70	\$9,670.00	\$160.00	\$16,000.00
8	Recycled Asphalt conc. 9.5 mm SURFACE COURSE (138 lb./SY/IN) SP, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	2,700	TON	\$105.00	\$283,500.00	\$85.00	\$229,500.00	\$150.00	\$405,000.00
9	PERMA PAVE Overlay (110 lb./SY/IN) Incl. Mat., H Lime & Tack Coat.	1,340	TON	\$110.00	\$147,400.00	\$105.50	\$141,370.00	\$165.00	\$221,100.00
10	STRIPING SKIP 5" white or yellow line Thermoplastic	23,300	LF	\$2.50	\$58,250.00	\$0.47	\$10,951.00	\$0.40	\$9,320.00
11	STRIPING SOLID 5" white or yellow line Thermoplastic	19,300	LF	\$2.50	\$48,250.00	\$0.63	\$12,159.00	\$0.60	\$11,580.00
12	Pavement markers reflective RED , YELLOW OR WHITE	480	EACH	\$5.00	\$2,400.00	\$6.30	\$3,024.00	\$6.00	\$2,880.00
13	STRIPING 24" STOP BAR	250	LF	\$12.00	\$3,000.00	\$8.92	\$2,230.00	\$9.00	\$2,250.00
14	ARROWS TP 3 Thermoplastic	48	EACH	\$180.00	\$8,640.00	\$131.25	\$6,300.00	\$120.00	\$5,760.00
15	X-WALK per walking SF Thermoplastic	6,000	W/FT	\$3.25	\$19,500.00	\$3.15	\$18,900.00	\$3.00	\$18,000.00

BID TABULATION**PAGE 3****17.**

16	10" SOLID STRIPE, white or yellow Thermoplastic	9,800	LF	\$5.00	\$49,000.00	\$4.35	\$42,630.00	\$4.00	\$39,200.00
17	12" SOLID STRIPE, white or yellow Thermoplastic	3,700	LF	\$5.50	\$20,350.00	\$4.98	\$18,426.00	\$5.00	\$18,500.00
18	Re-installation of TRAFFIC LOOPS ALL	1	LS	\$7,000.00	\$7,000.00	\$28,497.00	\$28,497.00	\$25,000.00	\$25,000.00
19	10% Contingencies	1	LS	\$83,050.00	\$83,050.00	\$89,532.20	\$89,532.20	\$110,459.00	\$110,459.00
	TOTAL			\$913,550.00		\$984,854.20		\$1,215,049.00	

Recommended Vendor:

C.W. Matthews Contracting Co., Inc.

1600 Kenview Drive

Marietta, GA 30060

770-422-7520

mikek@cwmatthews.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 22, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Scenic Hwy at New Hope Road and Scenic Hwy at Grayson Hwy – Engineering and Surveying Services
Department:	Engineering
Date of Meeting:	Monday, June 22, 2020
Fiscal Impact:	\$152,500.00
Presented By:	Dennis Billew
Action Requested:	Award Engineering and Surveying Services to Kimley-Horn and Associates, Inc. in the amount of \$152,500.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: The City is working with Gwinnett Department of Transportation on two relatively small projects both with potential to have a large impact.

Scenic Hwy at New Hope Road & Jackson Street:

- The project consist of converting the existing northbound right turn lane on New Hope to a shared through/right turn lane; lengthening the northbound left turn storage on New Hope; converting the southbound right turn lane on Jackson to a shared through/right turn lane; and widening New Hope to accommodate two through southbound lanes.
- Schematic Plans will be developed to help determine potential impacts of the project prior to authorizing full design of the project. Scenic at Grayson Hwy:
Scenic Highway at Grayson Highway:
- The design will consist of adding dual westbound left turn lanes along Scenic. Full construction plans for the intersection improvement will be developed.

Background: These projects are a result of an April 2020 Traffic Engineering Study requested by the City and performed by Kimley-Horn.

Fiscal Impact: Amount of \$152,500.00. This project is funded by the Consulting & Planning Fund (1001320-521240).

Attachments/Exhibits:

Proposal from Kimley-Horn and Exhibits



June 8, 2020

Chuck Warbington, P.E.
City Manager, City of Lawrenceville
70 South Clayton Street
Lawrenceville, GA 30046

Re: Scenic Highway (SR 124) at Grayson Highway/South Clayton Street (SR 20) Professional Services Agreement

Dear Chuck:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Lawrenceville ("Client") for professional engineering services for a roadway intersection project at Scenic Highway (SR 124) at Grayson Highway (SR 20)/South Clayton Street (SR 20).

Project Understanding

The City of Lawrenceville requested that Kimley-Horn advance the concept created as part of the Traffic Engineering Study that was prepared in April 2020 (See attached proposed layout). The concept included proposed improvements for the signalized intersections at Scenic Highway (SR 124) at Grayson Highway (SR 20)/South Clayton Street (SR 20).

The design at the intersection of Scenic Highway (SR 124) at Grayson Highway (SR 20)/South Clayton Street (SR 20) will consist of adding dual westbound left-turn lanes along Scenic Highway. Full construction plans for this intersection improvement will be developed.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Scenic Highway (SR 24) at Grayson Highway (SR 20)/South Clayton Street

Task 1 – Data Collection and Topographic Survey for Scenic Highway (S.R. 124) at Grayson Highway (S.R. 20)/South Clayton Street (S.R. 20)

Kimley-Horn is partnering with Terramark Land Surveyors, who will provide topographic survey for the project area at the intersection of S.R. 124/Scenic Highway and Grayson Highway (S.R. 20)/South Clayton Street (S.R. 20) and prepare the corresponding database in Microstation V8i and InRoads format. The survey will be prepared by a duly registered land surveyor in accordance with the most current Minimum Technical Standards of Georgia Survey Law.

Topographic survey and property research will be limited to the project area shown in the attached Exhibit. Survey data will consist of edge of pavement, roadway crown, curb and gutter, front and back of existing sidewalk and hardscape areas, building corners, trees with type and caliper size, driveway limits, retaining walls, existing street and business signage limits to scale, visible above ground utilities and existing top and invert information for storm and sanitary sewer structures, pipe size and material as evident from structure connections and traced to outfalls.

Task 2 –Construction Documents for Scenic Highway (S.R. 124) at Grayson Highway (S.R. 20)/South Clayton Street (S.R. 20)

This task includes development of roadway improvement construction documents for the proposed roadway signal modification and intersection improvements. Kimley-Horn will advance design and plan preparation of the roadway improvements required by the City and County. The roadway construction drawings will consist of the following:

Traffic Signal Modifications

Using digital base mapping in Microstation format, Kimley-Horn will design a traffic signal modification for the existing signalized intersection Scenic Highway (S.R. 124) at Grayson Highway (S.R. 20). The design will be based on the proposed intersection geometrics and will consist of the following:

- Existing/proposed pole and cabinet locations,
- Existing/proposed controller input file assignments,
- Existing/proposed signal head locations,
- Proposed phasing diagrams,
- Proposed detector locations,
- Pedestrian accommodations,
- Proposed conduit and junction box locations
- Necessary notes

Traffic signal plans will be submitted at a scale of 1"=30'. The signal will be designed in accordance with Georgia Department of Transportation (GDOT) and Gwinnett County standards.

Construction Documents

The roadway construction drawings will consist of the following:

- Cover/Index
- General Notes
- Typical Sections
- Mainline Construction Plans
- Utility Plans
 - Existing utilities as provided as a part of topographic survey will be shown on the plans. Utility coordination is not included in this scope of services. Any coordination with utility owners is assumed to be performed by the City or the Contractor.
- Signing and Marking Plans
- Traffic Signal Modification Plans
- BMP Location Plans
 - It is assumed that the construction plans will have less than one (1) acre of disturbed area and NPDES plans will not be required.
- Construction Details

It is understood that all improvements (except installation of signal equipment) will be done within the existing edges of pavement.

Kimley-Horn will submit the plans to the Client for review. Kimley-Horn will address up to two (2) rounds of comments from the Client.

If, during coordination or permitting, Gwinnett County or GDOT imposes additional requirements, such as detention, stormwater requirements or any LDP requirements, these services will be billed as additional services or require an amendment to this contract.

Task 3 – Coordination and Permitting for Scenic Highway (S.R. 124) at Grayson Highway (S.R. 20)/South Clayton Street (S.R. 20)

Kimley-Horn will provide coordination and permitting services as follows:

- Construction documents will be submitted to Gwinnett County for coordination and permitting. Consultant will respond to and address up to two (2) rounds of comments from the County. The City of Lawrenceville will be responsible for any costs required as part of the permitting process.
- A subset of construction documents for will be submitted to GDOT for signal and encroachment permitting. Consultant will respond to and address up to two (2) rounds of comments related to the signal permit and up to three (3) rounds of comments related to the encroachment permit.
- Up to two (2) Consultant staff will attend up to three (3) meetings with the City or others at the request of the City, throughout the design process.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current contract rates. Additional services we can provide include, but are not limited to, the following:

- Cross Sections
- Driveway Profiles
- Quantities/Schedule of Values
- Environmental Studies and Permitting
- Meetings other than those listed above
- Traffic Counts or Studies
- Concept Report
- Geotechnical services including, but not limited to, pavement evaluation, soil surveys, hazardous materials studies, or bridge/wall foundation investigations
- Revisions to the construction documents other than those listed above
- Subsurface Utility Engineering (SUE) Services
- Right-of-way plans and platting, dedication or abandonment services
- Wall envelopes, special design walls and/or structural designs
- Utility Coordination Services beyond those described in the scope of services
- Utility Coordination and/or Design
- Tree Protection and Replacement Plans
- NPDES Erosion Control Plans and EPD Permitting
- GDOT Post Construction Stormwater Report

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client acknowledges that verifying the accuracy and completeness of such items is not part of Kimley-Horn's scope of services.

Schedule

We will provide our services as expeditiously as practicable. Upon issuance of Notice to Proceed, a schedule will be coordinated with and developed for the City of Lawrenceville. Our fee assumes that design services will be completed within 12 months of NTP.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-3 on a labor fee plus expense basis with the maximum fee shown below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Data Collection and Topographic Survey	\$ 11,500
Task 2 – Construction Documents	\$ 21,000
Task 3 – Coordination and Permitting (Hourly)	\$ 17,000

Maximum Not-to-Exceed Fee	\$ 49,500
----------------------------------	------------------

Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.00 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

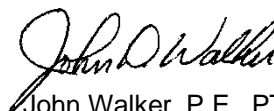
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Diana Mitchen, P.E.
Project Manager
Kimley-Horn and Associates



John Walker, P.E., PTOE
Senior Vice President
Kimley-Horn and Associates

Agreed to this ____ day of _____, 20__.

City of Lawrenceville

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Attachment – Standard Provisions
Attachment – Proposed Layout Exhibit

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.00 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the

documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger,

contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Georgia. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.





June 8, 2020

Chuck Warbington, P.E.
City Manager, City of Lawrenceville
70 South Clayton Street
Lawrenceville, GA 30046

Re: Scenic Highway (SR 124) at Jackson Street/New Hope Road Professional Services Agreement

Dear Chuck:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Lawrenceville ("Client") for professional engineering services for a roadway intersection project at Scenic Highway (SR 124) at Jackson Street/New Hope Road.

Project Understanding

The City of Lawrenceville requested that Kimley-Horn advance the concept created as part of the Traffic Engineering Study that was prepared in April 2020 (See attached proposed layout). The concept included proposed improvements at the signalized intersection of Scenic Highway (SR 124) at Jackson Street/New Hope Road. These intersections have been identified by the City of Lawrenceville as intersections of interest to determine if any operational and/or roadway improvements could be implemented to enhance operation of the intersections.

The design at the intersection of Scenic Highway (SR 124) at Jackson Street/New Hope Road will consist of converting the existing northbound right-turn lane along New Hope Road to a shared through/right-turn lane, lengthening the northbound left turn storage along New Hope Road, constructing a southbound right-turn lane along Jackson Street, and restriping and widening the southern leg (New Hope Road departure) to provide two receiving lanes to accommodate the two southbound through lanes. It has been requested that schematic plans be developed initially to help the City and Gwinnett County determine potential impacts of this project, in addition to the development of full construction plans.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Scenic Highway (SR 24) at Jackson Street/New Hope Road

Task 1 – Data Collection and Topographic Survey for Scenic Highway (S.R. 124) at Jackson Street/New Hope Road

Kimley-Horn is partnering with Terramark Land Surveyors, who will provide topographic survey for the project area at the intersection of S.R. 124/Scenic Highway and Jackson Street and prepare the corresponding database in Microstation V8i and InRoads format.

Topographic survey and property research will be limited to the project area shown in Exhibit A. Survey data will consist of edge of pavement, roadway crown, curb and gutter, front and back of existing sidewalk and hardscape areas, building corners, trees with type and caliper size, driveway limits, retaining walls, existing street and business signage limits to scale, visible above ground utilities and existing top and invert information for storm and sanitary sewer structures, pipe size and material as evident from structure connections and traced to outfalls.

Task 2 –Schematic (30% Design) Plans for Scenic Highway (S.R. 124) at Jackson Street/New Hope Road

Schematic design will be approximately 30% design. This phase is intended to help the client determine impacts due to the project and the feasibility to move the project forward.

Schematic Design plans will consist of:

- Cover
- Index
- Schematic-Level Construction Plans
 - Conceptual Right-of-Way and Easement Impacts
- Schematic-Level Signing and Marking Plans
- Schematic-Level Signal Design Improvements (anticipated to include pole and cabinet locations only)

Kimley-Horn will address one (1) round of comments on the schematic design plans.

An opinion of probable construction cost (OPCC) using GDOT pay item format will be developed and undergo one (1) update after the schematic design is completed. We will address one (1) round of comments for the OPCC.

Task 3 –Construction Documents for Scenic Highway (S.R. 124) at Jackson Street/New Hope Road

This task consists of development of roadway improvement construction documents for the proposed roadway signal modification and intersection improvements. Kimley-Horn will advance design and plan preparation of the roadway improvements required by the City, County and GDOT.

Traffic Signal Modifications

Using digital base mapping in Microstation format, Kimley-Horn will design a traffic signal modification for the existing signalized intersection Scenic Highway (S.R. 124) at Jackson Street/New Hope Road. The design will be based on the proposed intersection geometrics and will consist of the following:

- Existing/proposed pole and cabinet locations,
- Existing/proposed controller input file assignments,
- Existing/proposed signal head locations,
- Proposed phasing diagrams,
- Proposed detector locations,
- Pedestrian accommodations,
- Proposed conduit and junction box locations
- Necessary notes

Traffic signal plans will be submitted at a scale of 1"=30'. The signal will be designed in accordance with Gwinnett County and GDOT standards.

Construction Documents

The roadway construction drawings will consist of the following:

- Cover
- Index
- General Notes
- Typical Sections
- Summary of Quantities
- Construction Layout Plans
- Mainline Construction Plans
- Roadway Profiles
- Driveway Profiles
- Drainage Profiles
- Cross sections (in 50' intervals)
- Utility Plans
 - Kimley-Horn will submit one (1) utility submittal to utility providers to verify their facilities and identify any needed relocations. A Utility Submittal list will need to be provided by the City of Lawrenceville. Relocations will be designed by utility providers and incorporated into the plans as a courtesy. Any relocation agreements and permits will be the responsibility of the utility owner and the City.
- Signing and Marking Plans
- Traffic Signal Modification Plans
- Wall Envelopes (if required)
 - It is assumed that any walls will be standard GDOT walls. No special design walls are anticipated.
- BMP Location Plans
 - It is assumed that the construction plans will have less than one (1) acre of disturbed area and NPDES plans will not be required.
- Construction Details

Kimley-Horn will submit the plans to the Client for review. Kimley-Horn will address up to two (2) rounds of comments from the Client.

If, during coordination or permitting, Gwinnett County or the Georgia Department of Transportation (GDOT) imposes additional requirements, such as detention, stormwater requirements or any LDP requirements, these services will be billed as additional services or require an amendment to this contract.

Task 4 – Coordination and Permitting for Scenic Highway (S.R. 124) at Jackson Street/New Hope Road

Kimley-Horn will provide coordination and permitting services as follows:

- Construction documents will be submitted to Gwinnett County for coordination and permitting. Consultant will respond to and address up to two (2) rounds of comments from the County. The Client will be responsible for any costs required as part of the permitting process.
- A subset of construction documents will be submitted to GDOT for signal and encroachment permitting. Consultant will respond to and address up to two (2) rounds of comments related to the signal permit and up to three (3) rounds of comments related to the encroachment permit.
- Up to two (2) Consultant staff will attend up to three (3) meetings with the City or others at the request of the City, throughout the design process.

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current contract rates. Additional services we can provide include, but are not limited to, the following:

- Environmental Studies and Permitting
- Meetings other than those listed above
- Traffic Counts or Studies
- Concept Report
- Geotechnical services including, but not limited to, pavement evaluation, soil surveys, hazardous materials studies, or bridge/wall foundation investigations
- Revisions to the construction documents other than those listed above
- Subsurface Utility Engineering (SUE) Services
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Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client acknowledges that verifying the accuracy and completeness of such items is not part of Kimley-Horn's scope of services.

Schedule

We will provide our services as expeditiously as practicable. Upon issuance of Notice to Proceed, a schedule will be coordinated with and developed for the City of Lawrenceville. Our fee assumes that design services will be completed within 12 months of NTP.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-4 on a labor fee plus expense basis with the maximum fee shown below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Data Collection and Topographic Survey	\$ 25,000
Task 2 – Schematic Plan Documents (30% plans)	\$ 21,000
Task 3 – Construction Plan Documents	\$ 39,000
Task 4 – Coordination and Permitting (Hourly)	\$ 18,000

Maximum Not-to-Exceed Fee	\$ 103,000
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Kimley-Horn will not exceed the total maximum fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

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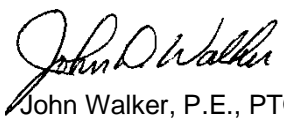
Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


By: Diana Mitchen, P.E.
Project Manager
Kimley-Horn and Associates


John Walker, P.E., PTOE
Senior Vice President
Kimley-Horn and Associates

Agreed to this ____ day of _____, 20__.

City of Lawrenceville

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

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Attachment – Proposed Layout Exhibit

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- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
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- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
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- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the

Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to

analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) Construction Phase Services.

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Georgia. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

100' additional

INSTALL SIGNAL POLE & CABINET

S.R. 124/SCENIC HIGHWAY
40 MPH

An aerial photograph of a street intersection. A red speed limit sign with the text "JACKSON STREET" and "35 MPH" is visible. A blue dashed line runs diagonally across the image, likely representing a road boundary or a specific lane. The street is paved with asphalt and has white lane markings. There are some trees and buildings visible in the background.

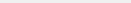
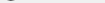
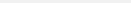
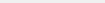
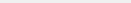
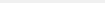
NEW HOPE ROAD
40 MPH

END MILL & INLAY
TIE TO EXISTING STRIPING

EXISTING STRIPING
(BY OTHERS)

TIE TO EXIST. C&G
AND SIDEWALK

LEGEND

- | | | | |
|---|----------------------------|---|--------------------------------|
|  | EXISTING R.O.W. / PROPERTY |  | MILL & INLAY EXISTING PAVEMENT |
|  | REQUIRED RIGHT OF WAY |  | PROPOSED ASPHALT WIDENING |
|  | PROPOSED CURB AND GUTTER |  | PROPOSED SIDEWALK |
| | PROPOSED CONCRETE ISLAND | | EXISTING PAVEMENT BY OTHERS |

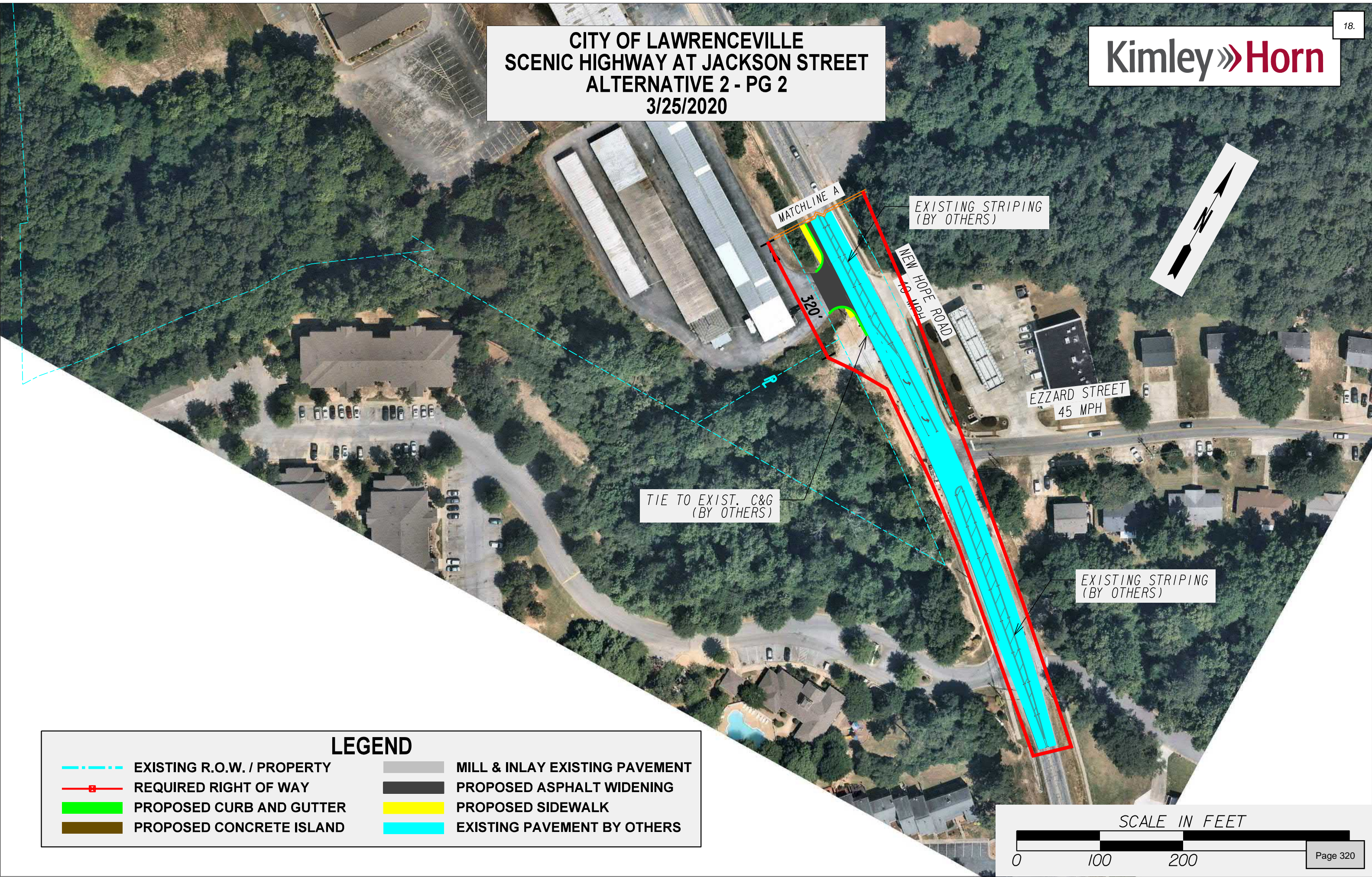
MATCHLINE

SCALE IN FEET

0 100 200

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CITY OF LAWRENCEVILLE
SCENIC HIGHWAY AT JACKSON STREET
ALTERNATIVE 2 - PG 2
3/25/2020

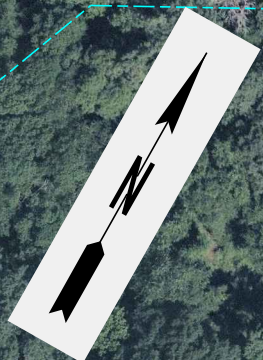


LEGEND







- | | | | |
|--|----------------------------|--|--------------------------------|
| | EXISTING R.O.W. / PROPERTY | | MILL & INLAY EXISTING PAVEMENT |
| | REQUIRED RIGHT OF WAY | | PROPOSED ASPHALT WIDENING |
| | PROPOSED CURB AND GUTTER | | PROPOSED SIDEWALK |
| | PROPOSED CONCRETE ISLAND | | EXISTING PAVEMENT BY OTHERS |



CITY OF LAWRENCEVILLE
SCENIC HIGHWAY AT JACKSON STREET

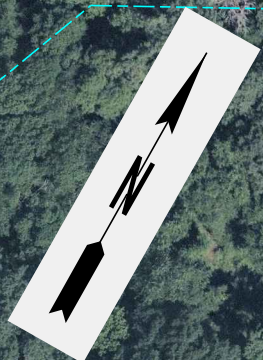


LEGEND

 EXISTING R.O.W. / PROPERTY	 EXISTING PAVEMENT
 PROPOSED RIGHT OF WAY	 PROPOSED PERMANENT PAVING
 PROPOSED CURB AND GUTTER	 PROPOSED SIDEWALK



CITY OF LAWRENCEVILLE
SCENIC HIGHWAY AT JACKSON STREET
ALTERNATIVE 1

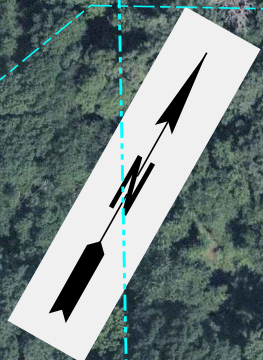


LEGEND

	EXISTING R.O.W. / PROPERTY		EXISTING PAVEMENT
	PROPOSED RIGHT OF WAY		PROPOSED PERMANENT PAVING
	PROPOSED CURB AND GUTTER		PROPOSED SIDEWALK



CITY OF LAWRENCEVILLE
SCENIC HIGHWAY AT JACKSON STREET
ALTERNATIVE 2



LEGEND

	EXISTING R.O.W. / PROPERTY		EXISTING PAVEMENT
	PROPOSED RIGHT OF WAY		PROPOSED PERMANENT PAVING
	PROPOSED CURB AND GUTTER		PROPOSED SIDEWALK
	PROPOSED ISLAND		

SCALE IN FEET

0 100 200

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