



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, June 10, 2020
5:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

- [1.](#) SUP2020-00030; Maxsouth Steel Erectors, LLC; 192 Industrial Park Drive
- [2.](#) SUP2020-00029; Enterprise Leasing; 600 Grayson Highway
- [3.](#) SUP2020-00018; Jon Stewart; 905 Grayson Highway
- [4.](#) RZR2020-00005; Aizaz Shaikh, LLC; 284 Hurricane Shoals Road
- [5.](#) Purchase of Police Uniforms on an Annual Contract
- [6.](#) Purchase of Tyler Technologies "ExecuTime" Timeclock System
- [7.](#) Construction Manager at Risk Services Change Order 1
- [8.](#) Paper Mill Road Sanitary Sewer Easement
- [9.](#) Purchase of Parcel R5146A015 known as 150 Honest Alley

[10.](#) Amend Chapter 38 – Utilities & Chapter 30 Solid Waste

[11.](#) Resolution to include municipal boundaries as part of the Gwinnett County multi-jurisdictional hazard mitigation plan

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	SUP2020-00030; Maxsouth Steel Erectors, LLC; 192 Industrial Park Drive
Department:	Planning and Development
Date of Meeting:	Wednesday, June 10, 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:	Pending Recommendation

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

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:

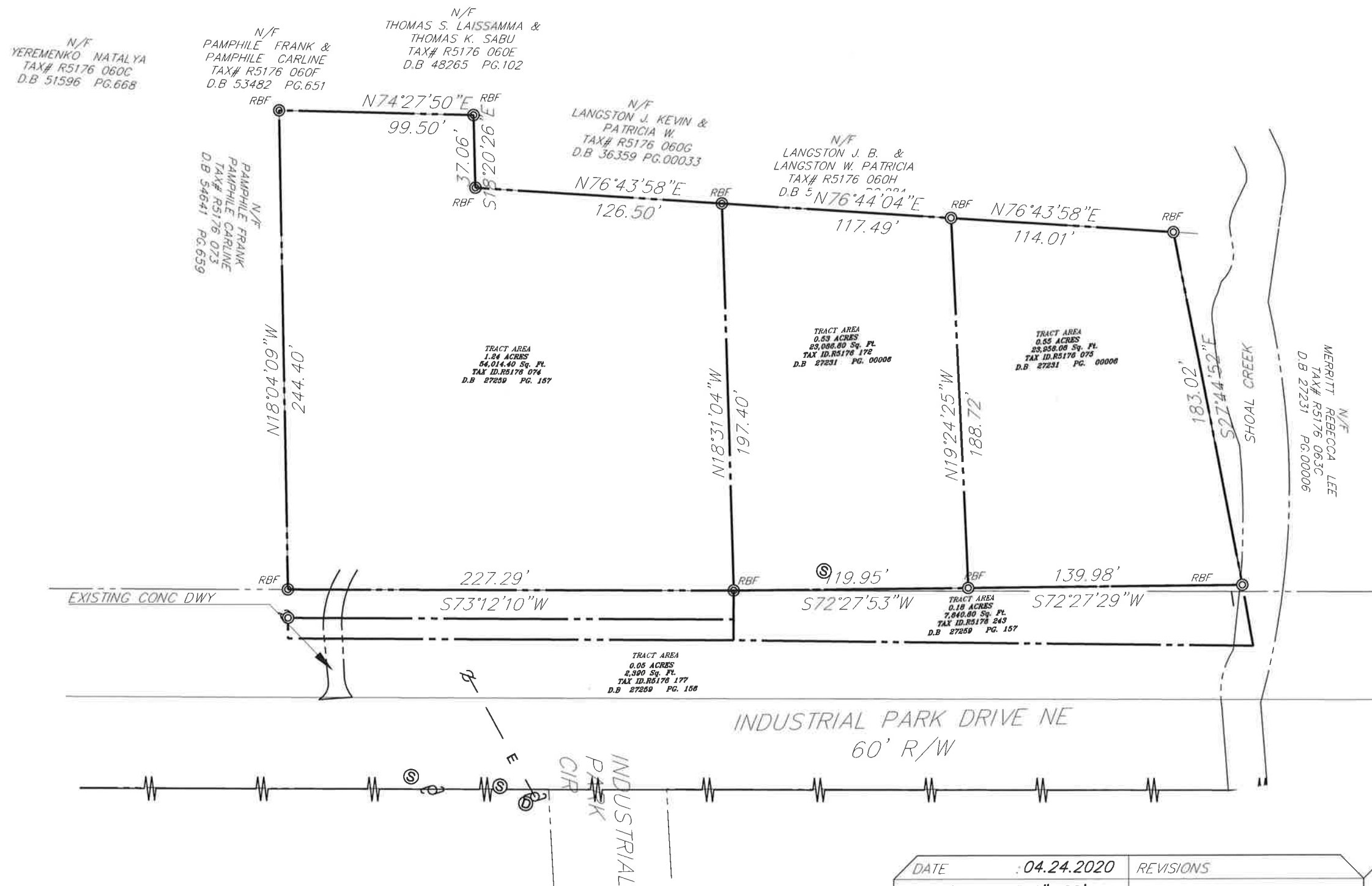
Beginning at a point on the northern right of way of Industrial Park Drive, which point is located 1370 feet northeasterly, as measured along the northern right of way of Industrial Park Drive, from the intersection of the northerly right of way of Industrial Park Drive (80 foot right of way) with the 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.

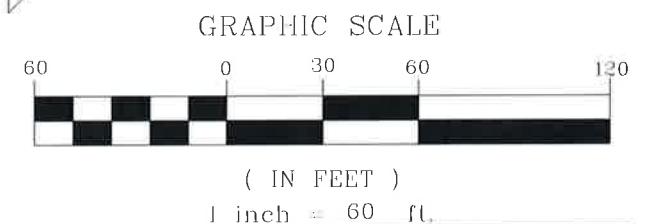
SUP2020-00030
Received: 04.30.2020
Planning & Development

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.

1.



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

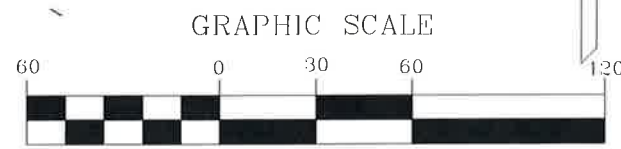
CONSTRUCTION SCHEDULE STARTING JULY 2020			
INITIAL BMPs, PERIMETER CONTROLS & TREE FENCE			
PROPOSED BLDG/UTILITIES			
TEMP. VEGETATION			
PERM. VEGETATION			
REMOVE TEMP. STRUCTURES			
MONTH	1	2	3

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. - WATER METER
	G.M. - GAS METER
	TYPE OF FENCE

LAND
ENGINEERING &
SURVEYING, INC.

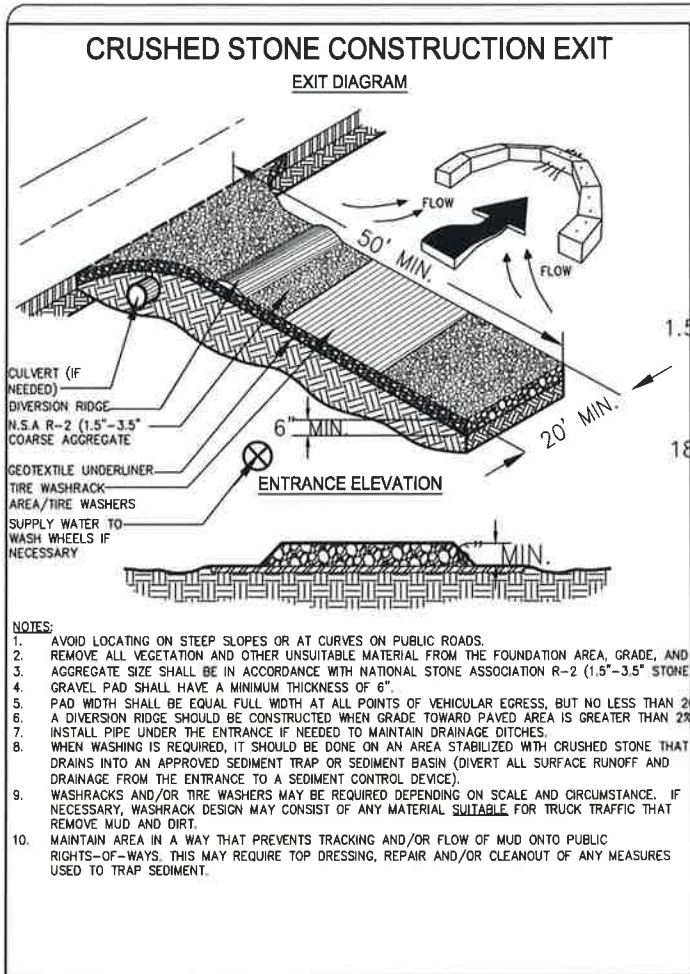
2040 Meyers Drive
Lawrenceville, GA 30045
Tel: 404.396.0192
land_engineering@yahoo.com

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.

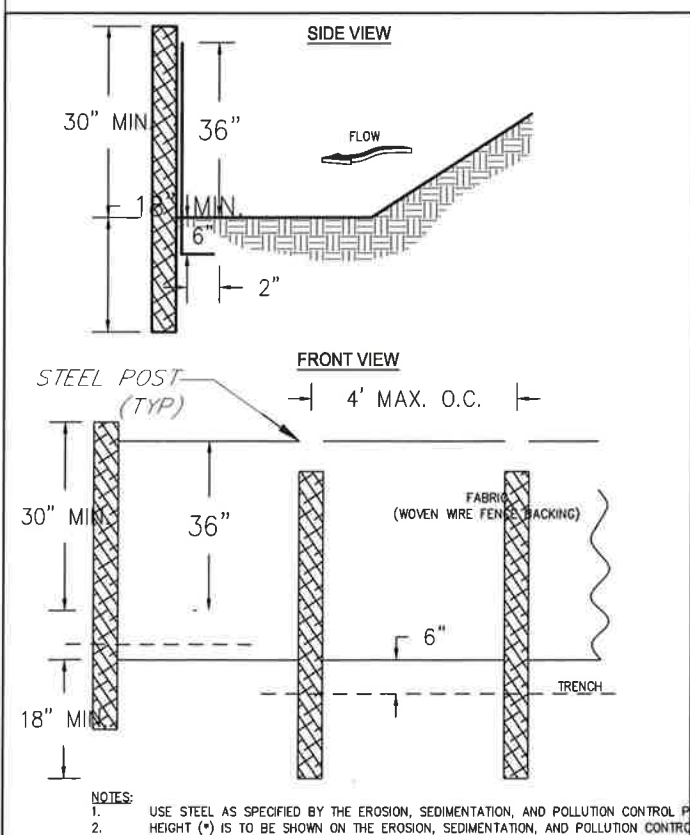
PROJECT I.D.	2020120	DRAWN BY	JMK
SCALE	1"=60'	ISSUE DATE	04/30/2020
RELEASED/ISSUED FOR CONSTRUCTION			

SHEET TITLE
PROPOSED SITE PLAN

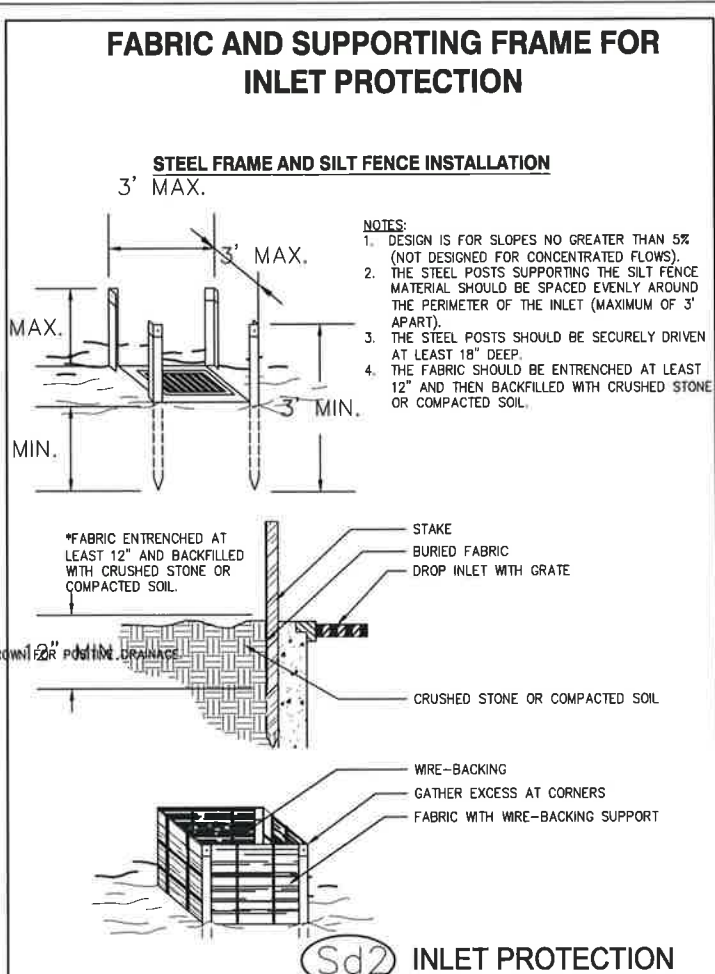
SHEET NUMBER
30F4



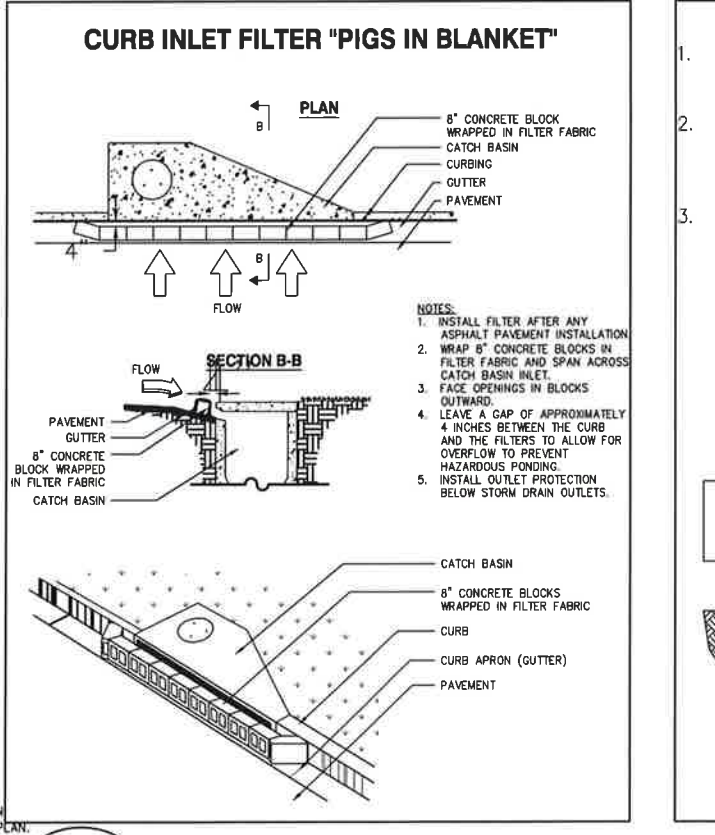
Sd1-S CRUSHED STONE CONSTRUCTION EXIT



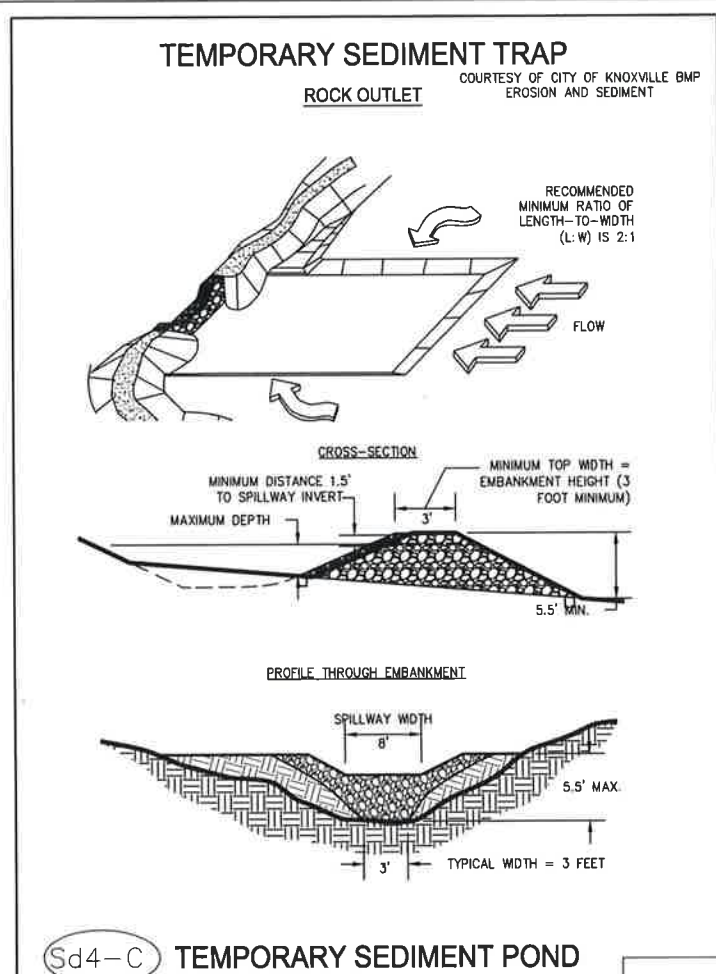
Sd1-S SILT FENCE - TYPE SENSITIVE



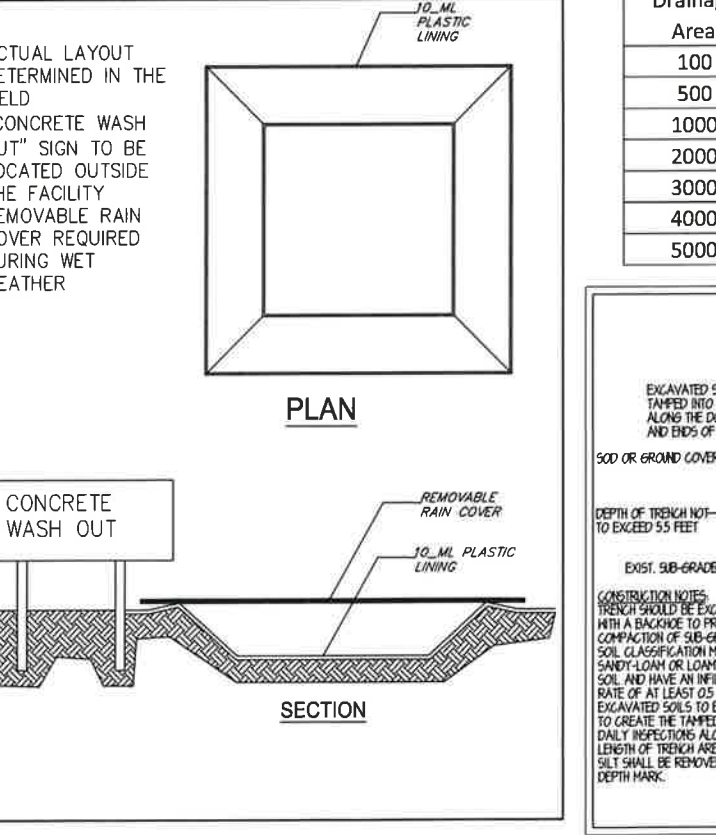
Sd2 INLET PROTECTION



Sd2 CURB INLET PROTECTION

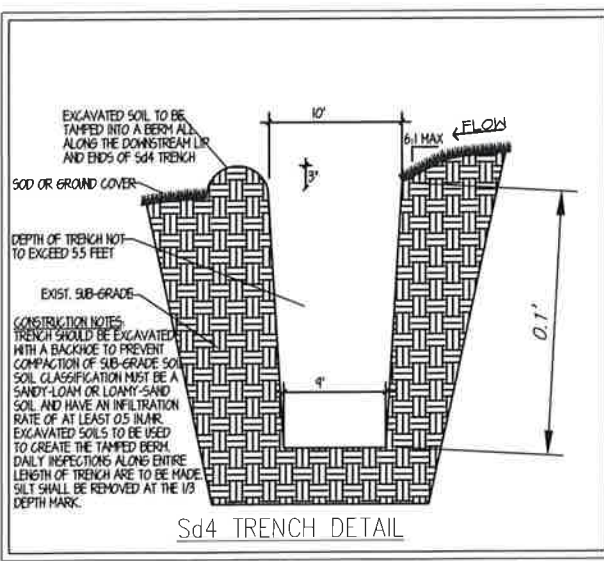


Sd4-C TEMPORARY SEDIMENT POND



CONCRETE WASH OUT

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



Sd4 TRENCH DETAIL

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

SCALE
NTS

ISSUE DATE
04/30/2020

DRAWN BY
JMK

REVISIONS

RELEASED/ISSUED FOR
CONSTRUCTION

SHEET TITLE
EROSION DETAILS

SHEET NUMBER
40F4

Page 17



The City of Lawrenceville
Planning & Development

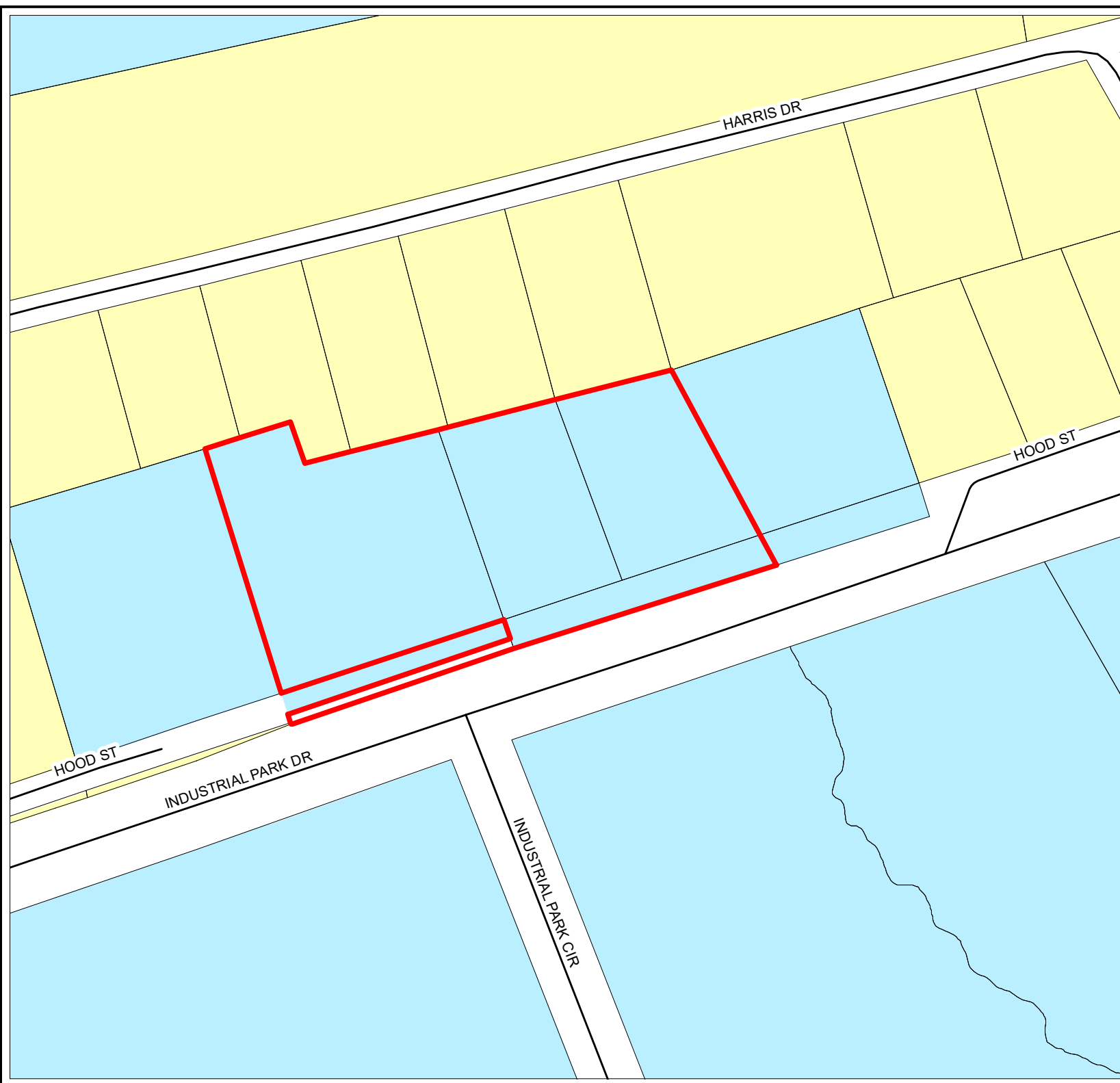
Aerial Map and
Surrounding Area
File # SUP2020-00030

Applicant:
Gloria Castillo

Legend

-  Subject Property
-  Roads
-  Parcels





*The City of Lawrenceville
Planning & Development*

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

**Applicant:
Gloria Castillo**

Legend

 Subject Property

 Roads

 Parcels

ZONING

 LM Light Manufacturing

 RS150 Single-Family Residence



0 37.5 75

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

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

Department: Planning and Development

Date of Meeting: Wednesday, June 10, 2020

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

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Pending Recommendation

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

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

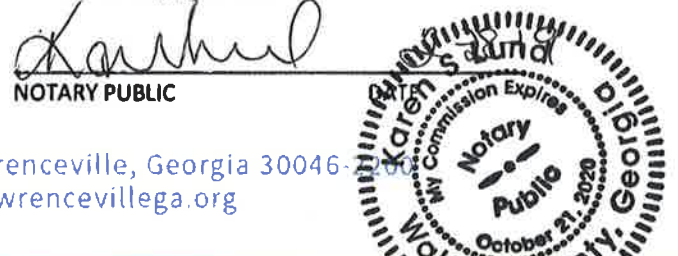
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Enterprise Leasing</u>	NAME: <u>600 Grayson, Inc. Sun Lee Yang</u>
ADDRESS: <u>5197 Stone Mountain Hwy</u>	ADDRESS: <u>2944 Gravel Springs Rd.</u>
CITY: <u>Stone Mountain</u>	CITY: <u>BuFord</u>
STATE: <u>GA</u> ZIP: <u>30087</u>	STATE: <u>GA</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



LAWRENCEVILLE

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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
770.963.2414 • www.lawrencevillega.org



LAWRENCEVILLE

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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

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 - 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: 5 - 149 - 5149 017
(Map Reference Number) District Land Lot Parcel

 2-18-20
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 TSA II
NAME TITLE

2/18/2020
DATE

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.

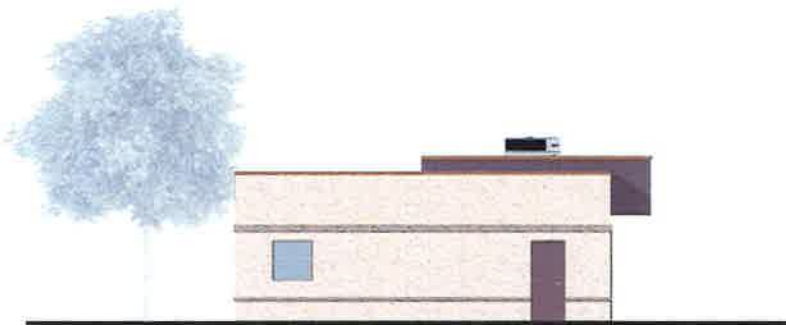




FRONT ELEVATION
SCALE: 1/4" = 1'-0"



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

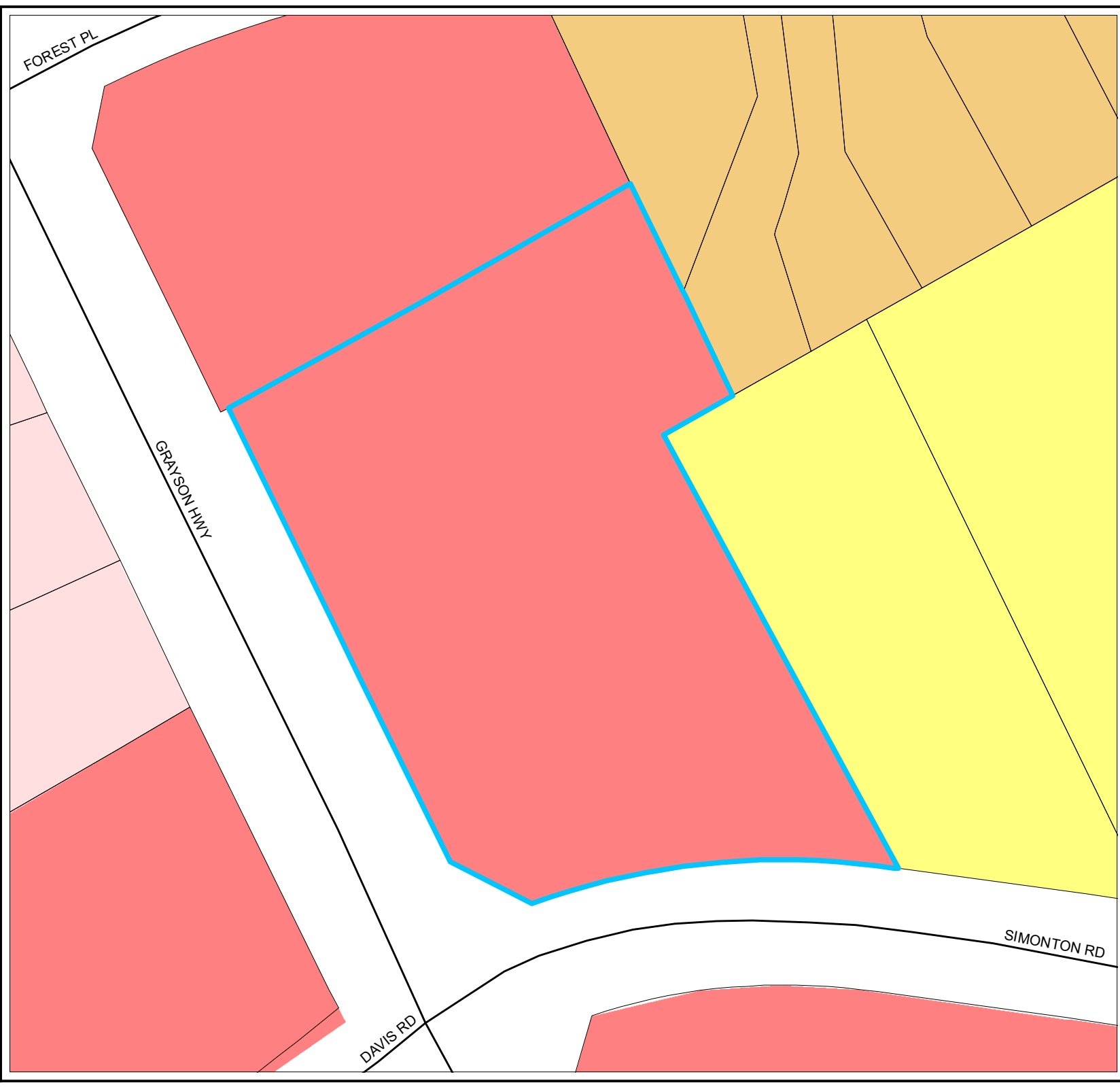


LEFT SIDE ELEVATION
SCALE: 1/4" = 1'-0"

SUP2020-00079



PERSPECTIVE VIEWS



2.

The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # SUP2020-00029

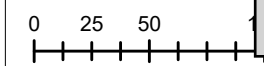
Applicant:
Joshua Strickland

Legend

- Subject Property
- Roads
- Parcels

ZONING

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





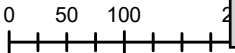
The City of Lawrenceville
Planning & Development

Aerial Map and
Surrounding Area
File # SUP2020-00029

Applicant:
Joshua Strickland

Legend

-  Subject Property
-  Roads
-  Parcels





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item: SUP2020-00018; Jon Stewart; 905 Grayson Highway

Department: Planning and Development

Date of Meeting: Wednesday, June 10, 2020

Applicant Request: To allow Outdoor Recreation

Presented By: Todd Hargrave

Department Recommendation: Denial

Planning Commission Recommendation: Pending Recommendation

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

Attachments/Exhibits:

- SUP2020-00018 Report
- SUP2020-00018 Attachments

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.*

SEP 2019 - 00018



LAWRENCEVILLE

GEORGIA

TM 37

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

Mary Martin
TYPED OR PRINTED NAME
08/02/2019
DATE

Jon Stewart
TYPED OR PRINTED NAME
Kimberly Bailey
NOTARY PUBLIC

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

SUP 2019-00018

BK50381 PG0462

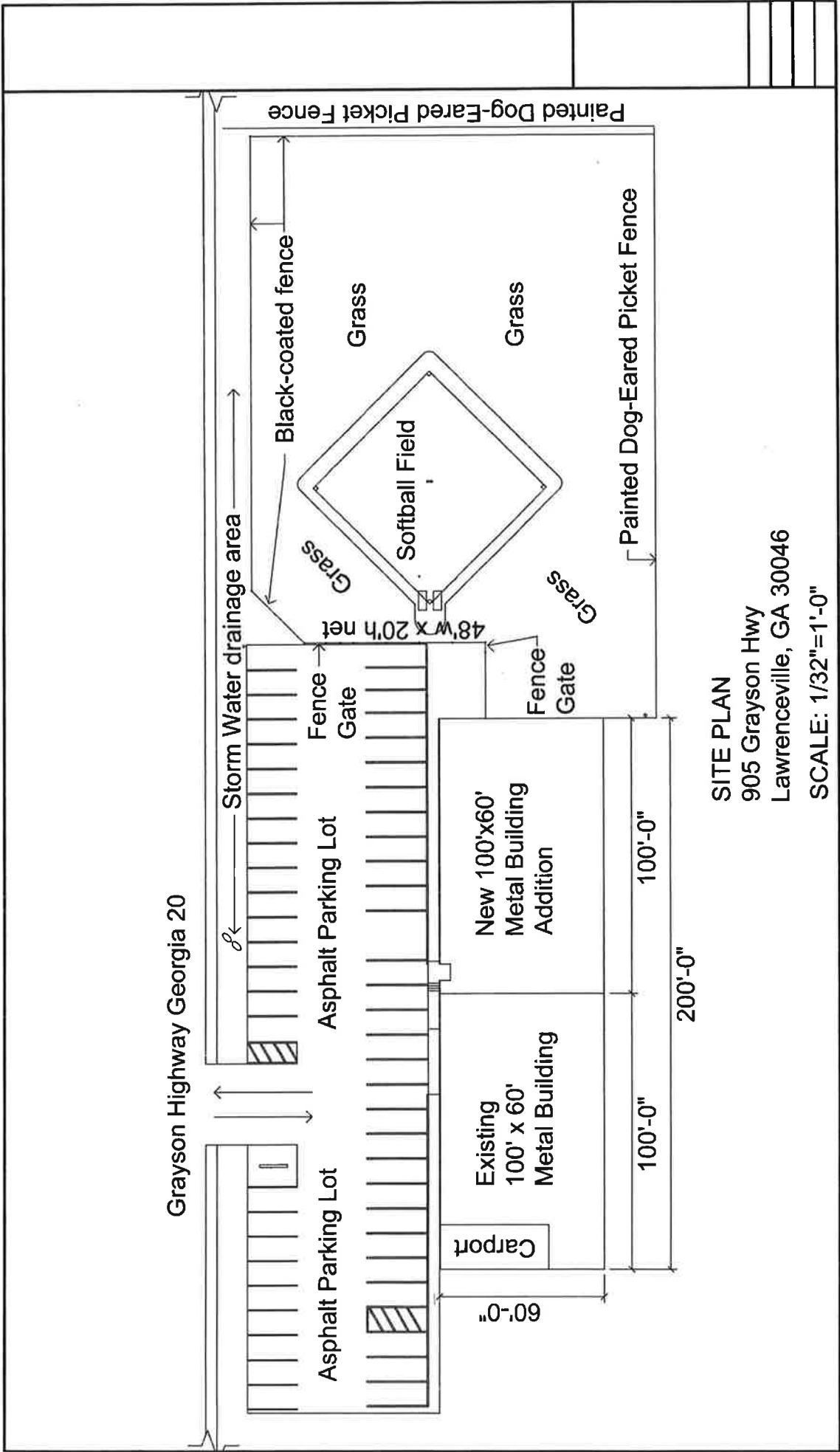
EXHIBIT "A"

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.

SUR2019-00018



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

50990104.000018



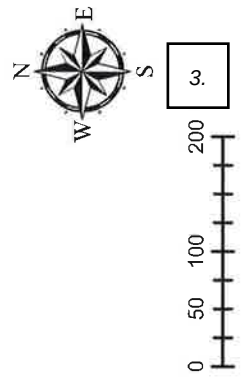
The City of Lawrenceville
Planning & Development

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





The City of Lawrenceville
Planning & Development

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

Applicant:
Jon Stewart

Legend



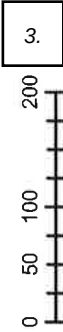
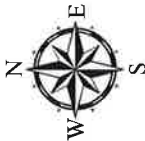
Subject Property



Roads



Parcels





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

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

Department: Planning and Development

Date of Meeting: Wednesday, June 10, 2020

Applicant Request: Rezoning from RM-12 to BG

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Pending Recommendation

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



4.

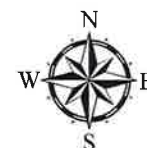
*The City of Lawrenceville
Planning & Development*

**Aerial Map and
Surrounding Area**
File # RZR2020-00005

Applicant:
Aizaz Shaikh

Legend

-  Subject Property
-  Roads
-  Parcels



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Page 64



4.

The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # RZR2020-00005

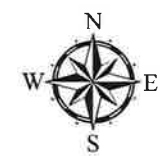
Applicant:
Aizaz Shaikh

Legend

- Subject Property
- Roads
- Parcels

ZONING

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





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of Police Uniforms on an Annual Contract
Department:	Police
Date of Meeting:	Wednesday, June 10, 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

5.

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

5.

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
gcolecbev@aol.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of Tyler Technologies "ExecuTime" Timeclock System
Department:	Information Technology
Date of Meeting:	Wednesday, June 10, 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
3rd Party Hardware Sub-Total:			\$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
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: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Construction Manager at Risk Services Change Order 1
Department:	Administration
Date of Meeting:	Wednesday, June 10, 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: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Paper Mill Road Sanitary Sewer Easement
Department:	Engineering
Date of Meeting:	Wednesday, June 10, 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.

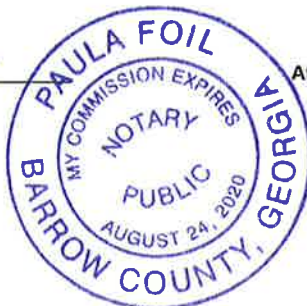
Signed, sealed, and delivered on this

3rd day of June, 2020

In the presence of:

Unofficial Witness

Notary Public



By:

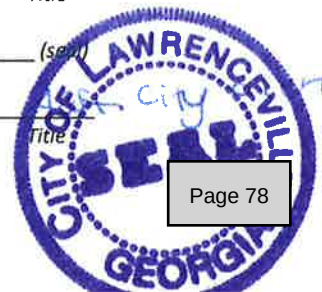
[Signature] (seal)
Signature

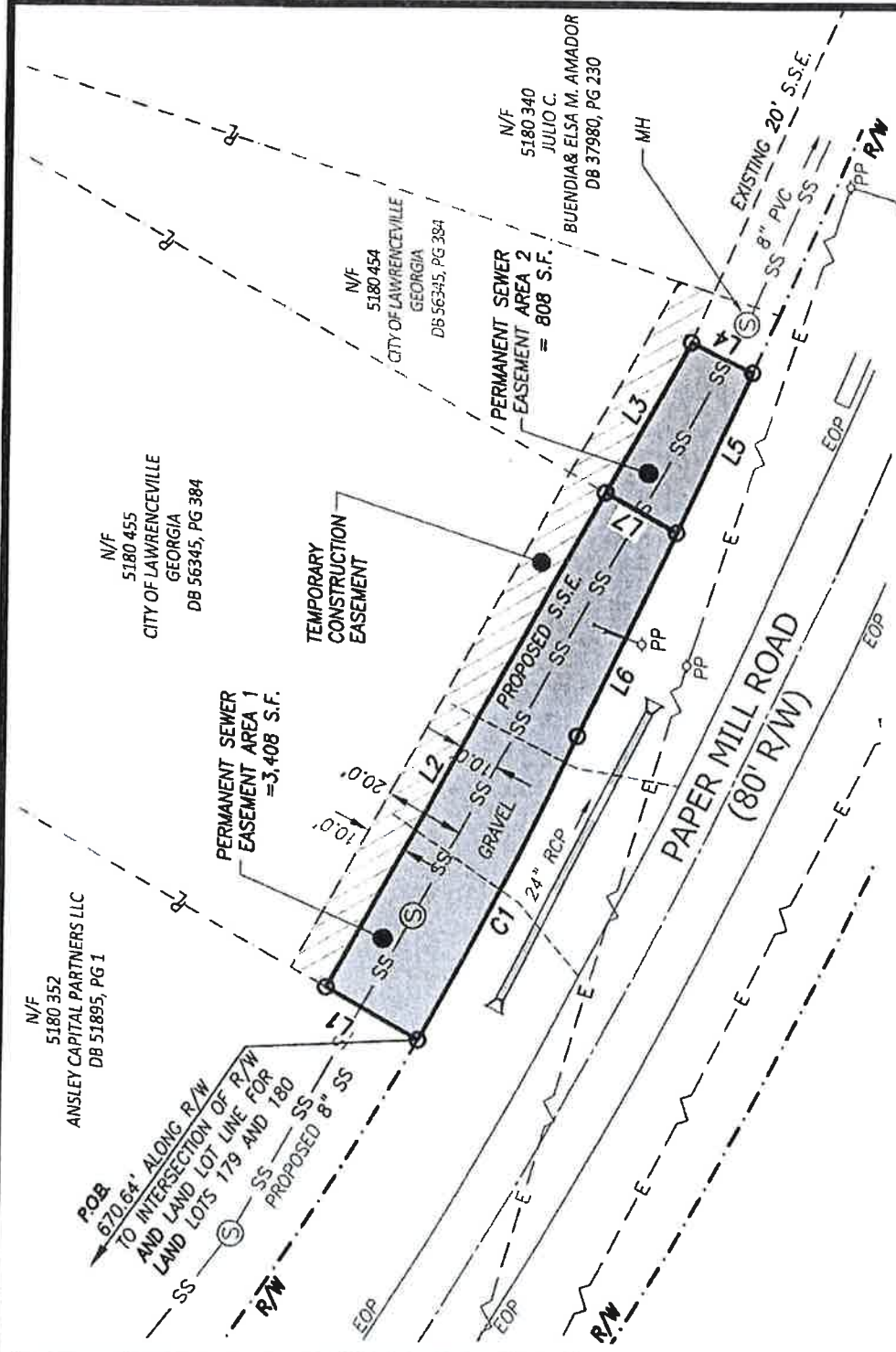
CHUCK WARBINGTON City Manager
Printed Name Title

Attest:

[Signature] (seal)
Signature

AMANDA HARP
Printed Name Title





- LEGEND**
- ANGLE IRON PIN SET
 - REBAR PIN FOUND
 - OPEN TOP PIPE
 - CRIMP TOP PIPE
 - LAND LOT LINE
 - PROPERTY LINE
 - CENTERLINE
 - BUILDING LINE
 - RIGHT-OF-WAY
 - SANITARY SEWER EASEMENT
 - DRAINAGE EASEMENT
 - LAND LOT
 - MANHOLE
 - CATCH BASIN
 - JUNCTION BOX
 - POD/PG
 - POD/HALL
 - POD/LET
 - FIRE HYDRANT
 - INVERT ELEVATION
 - FINISHED FLOOR ELEVATION
 - BACK OF CURB
 - EDGE OF PAVEMENT
 - SANITARY SEWER LINE/PIPE
 - STORM SEWER LINE/PIPE
 - FRANCE LINE
 - FLOOD HAZARD ZONE LINE
 - ROW OR FORMERLY
 - DEED BOOK / PAGE
 - U.S. TEL. PEDESTAL
 - U.S. POWER TRANSFORMER
 - POWER POLE
 - GUY WIRE
 - RE-INFORCED CONC. PIPE
 - CORRUGATED METAL PIPE
 - WATER VALVE
 - WATER METER
 - CONCRETE MONUMENT FOUND





DEVELOPMENT
planning & engineering, inc.
civil • sanitary • transportation

5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2868

SHEET 1 OF 2



PERMANENT SEWER EASEMENT EXHIBIT FOR: SANITARY SEWER EXTENSION	TAX PARCEL ID: 5180-454 AND 5180-455	GRAPHIC SCALE: 1" = 40'																		
	PERMANENT SEWER EASEMENT AREA1 = 3,408 S.F. AND AREA2 = 808 S.F.																			
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	<table><tr><td>DATE</td><td>06/02/2020</td></tr><tr><td>LAND LOTS</td><td>180</td></tr><tr><td>DISTRICT</td><td>5TH</td></tr><tr><td>CITY</td><td>LAWRENCEVILLE</td></tr><tr><td>COUNTY</td><td>GWINNETT</td></tr><tr><td>DESIGN</td><td></td></tr><tr><td>DRAWN</td><td>DGU</td></tr><tr><td>CHECKED</td><td>CCB</td></tr><tr><td>PROJECT No.</td><td>20-004</td></tr></table>	DATE	06/02/2020	LAND LOTS	180	DISTRICT	5TH	CITY	LAWRENCEVILLE	COUNTY	GWINNETT	DESIGN		DRAWN	DGU	CHECKED	CCB	PROJECT No.	20-004
DATE	06/02/2020																			
LAND LOTS	180																			
DISTRICT	5TH																			
CITY	LAWRENCEVILLE																			
COUNTY	GWINNETT																			
DESIGN																				
DRAWN	DGU																			
CHECKED	CCB																			
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

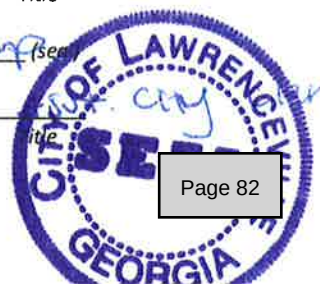
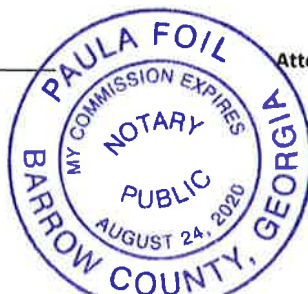
Title

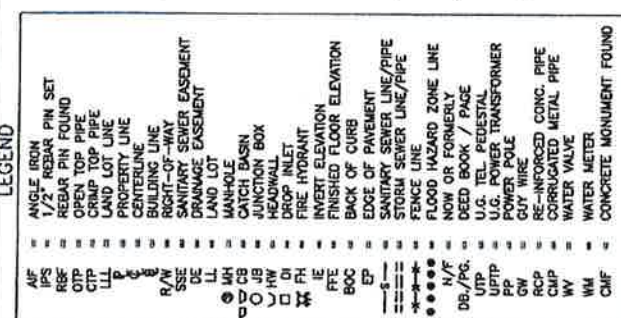
Attest:

Signature

(seal)

Printed Name





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' 	
	DESIGNER / ENGINEER: DEVELOPMENT PLANNING AND ENGINEERING, INC. 5074 BRISTOL INDUSTRIAL WAY BUFORD, GEORGIA 30518 (770) 271-2868 J S E # 000757		
PREPARED FOR: TIPTON HOME BUILDERS, LLC 390 BROGDON ROAD SUWANEE, GA 30024	DATE LAND LOTS DISTRICT CITY COUNTY DESIGN DRAWN CHECKED PROJECT NO. ISSUE		
	06/02/2020 180 5TH LAWRENCEVILLE GWINNETT DGU CCB 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	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	
		LAWRENCEVILLE	
		GWINNETT	
		DESIGN	
		DRAWN	
		CHECKED	
		PROJECT No.	
		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: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Amend Chapter 38 – Utilities & Chapter 30 Solid Waste
Department:	Finance
Date of Meeting:	Wednesday, June 10, 2020
Fiscal Impact:	N/A
Presented By:	Keith Lee
Action Requested:	Proceed to Council Meeting to consider updates.

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:

Redline version of Ordinance

Chapter 38 - UTILITIES

ARTICLE I. - IN GENERAL

Definitions

Statement Date: The Date the bill is calculated by the City

Sec. 38-1. - 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 shall be charged for processing utility service applications.

Sec. 38-2. – 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.

Section 38.3 – 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.

Section 38.4. – 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. 38-5. - Time limit for disconnection.

At the expiration of ~~ten~~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 ~~ten~~24 days from the penalty date specified on the utility bills submitted by the City of Lawrenceville to its customers.

Sec. 38-~~26~~. - 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 in the case of residential accounts;~~
 - ~~a. b. — Served upon a commercial account by the U.S. mail. Should a commercial customer have closed the place of business, then such notice shall be sent through the U.S. mail, electronic means, or other means that are available to the last known address of the principal officer, agent, or partner or the applicant's commercial account. general public.~~
 - ~~e. — Served through the U.S. mail in case of a landlord who pays for utility service.~~
- (3) Such notice shall state:
 - ~~a. a. — Date of The earliest date for the proposed disconnection;~~
 - ~~b. — Balance remaining unpaid;~~
 - ~~b. c. — ThatThe amount due and the customer may have a conference with a designated employee concerningreason for the proposed disconnection;~~
 - ~~d. — Telephone number of the designated City employee.~~
 - c. A telephone number and email, which the affected consumer may contact for information about the proposed disconnection.

Sec. 38-~~37~~. - Restrictions on disconnection.

- ~~(a) (a) No disconnection may occur if the~~ 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 forecast to drop below 32-degrees Fahrenheit at any time during the 24°F for a 48-hour period of beginning at 8:00 a.m. on the date of the proposed disconnection;
- ~~(b) (b) If the~~The City receives notice that an occupant of the premises to be 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 medical problem~~illness which would be aggravated by the disconnection of service, notice may be delivered provided that the customer:
- ~~a. Notifies the City of this condition in writing or telephoned to be followed in writing. The notice shall include the~~ The customer may also notify the City orally, but must send the City a written notice within 10 days of the oral notification.
 - ~~b. Within 10 days of providing initial notice to the City, a written statement of from a physician explaining the medical problem. The customer, however, must pay at least 25, 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. 38-8. – 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. 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 shall be charged, in addition to the \$60 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.

Sec. 38-9. – 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 balance due in order to receive the above consideration. 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 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-~~410~~. - 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, without authority from the City, 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. 38-11. - 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. 38-512. - Maintenance of access to metering devices.

- (a) ~~(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) ~~(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) ~~(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) ~~(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.

~~Sec. 38-6.~~ ~~Planting and utility maintenance near transformers, water mains, water boxes and fire hydrants.~~

- ~~(a) (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.~~
- (e) ~~(b)~~—Employees or contractors of the ~~Electric or Water Departments~~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. 38-13. - 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. ~~38-7~~—38-~~1438~~-32. - Reserved.

Sec. 30-12. Residential fees.

(2) All garbage bills shall be due when received, and if a utility bill is not paid within 15 days of billing, a penalty of ten percent of the amount of the bill shall be added thereto. will follow the schedule set forth is Chapter 38.

Sec. 30-26. Commercial Fees.

(2) All garbage bills shall be due when received, and if a utility bill is not paid within 15 days of billing, a penalty of ten percent of the amount of the bill shall be added thereto. will follow the schedule set forth is Chapter 38.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, JUNE 10, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Resolution to include municipal boundaries as part of the Gwinnett County multi-jurisdictional hazard mitigation plan
Department:	Public Works
Date of Meeting:	Wednesday, June 10, 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