



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, June 03, 2019
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Announcements

Public Comment

Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda

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

- [1.](#) CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2
- [2.](#) 650 Hurricane Shoals Road (Old Norcross Road) Storm Drain Emergency Replacement Project
- [3.](#) 1140 Grayland Hill Trail Storm Drain Replacement Project
- [4.](#) Lawrenceville City Hall Interior Finish Renovation Project
- [5.](#) Title Ad Valorem Tax Intergovernmental Agreement with Gwinnett County
- [6.](#) Resolution to Appoint Electric Cities of Georgia, Inc. (ECG) Voting Delegates
- [7.](#) Resolution to Appoint Electric Cities of Georgia, Inc. (ECG) Authorized Official
- [8.](#) Resolution to Appoint Municipal Electric Authority of Georgia (MEAG) Voting Delegates
- [9.](#) Resolution to Appoint Municipal Electric Authority of Georgia (MEAG) Authorized Official
- [10.](#) Intergovernmental Agreement with the Downtown Development Authority for the Alford Property Along Atha Street
- [11.](#) Event Policy & Fee Resolution
- [12.](#) Consent Order with the Environmental Protection Agency

Public Hearing

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

Old Business

[PH13.](#) SU-19-07, Outdoor Storage, Ellen Moore

[PH14.](#) SU-18-21, Continuance of Auto Sales, Gann Enterprises Inc.

Council Business

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

Old Business

[CB15.](#) Heritage Trail Medallion Committee

[CB16.](#) Approval of Budget Resolution Adopting the FY 2020 Budget

New Business

[CB17.](#) Construction Engineering and Inspection Services and Material Testing for
GGC Corridor Phase 2

[CB18.](#) Lawrenceville – Peach State Credit Union Building Demolition Change Order
1

[CB19.](#) LPAC Construction Material Testing and Special Inspections

[CB20.](#) LPAC Architectural and Engineering Design Services Change Order 1 and
Change Order 2

[CB21.](#) Construction Manager at Risk Services for Lawrenceville Performing Arts
Center Expansion Project Guaranteed Maximum Price #1 Amendment

[CB22.](#) Approval of Authorizing Bond Resolution and Intergovernmental Agreement
with Lawrenceville Building Authority

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2

Department: Gas

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: \$63,656.25

Presented By: Todd Hardigree

Action Requested: Approval of CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2 to awarded contractor, ElectriCom, LLC, amount not to exceed \$63,656.25. Authorization for Mayor to execute change order 2.

Summary: This change order is to add 485 feet of rock bore to the project for unforeseen circumstances and to increase project time by an additional 30 days. Change order 1 was to add an additional 350 feet of rock bore in the amount of \$45,937.50 and was approved and executed by City Manager authority. This will bring the total amount of the change orders to \$109,593.75.

Total contract value will be \$562,044.67.

Background:

Fiscal Impact: Amount not to exceed \$63,656.25. This project is funded by the Capital Outlay Fund (515A-5.11.4700.541000). Projects 11-019 and 11-020.

Concurrences:

Attachments/Exhibits:
Change Order



Contractor/Vendor:

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

[illegible]

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

New Contract/PO Amount (Including this Change Order) \$ _____

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20_____.

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

Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: 650 Hurricane Shoals Road (Old Norcross Road) Storm Drain
Emergency Replacement Project

Department: Engineering

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: \$200,376.00

Presented By: Dennis Billew

Action Requested: Ratification of 650 Hurricane Shoals Road (Old Norcross Road) Storm
Drain Emergency Replacement Project to low responsive bidder,
Kennedy & Tillman, LLC in the amount of \$200,376.00.

Summary: This emergency stormwater project consists of demolition and removal of the existing storm drain system and installation of a new drain system with pre-cast inlet concrete structures that will tie in to existing catch basins and yard inlets. The project will also include site clearing, light grading, excavation and backfill, and installation of sod and mulch on areas disturbed by construction.

Fiscal Impact: Amount not to exceed \$200,376.00. This project is funded by the Capital Outlay Fund (560A-5.25.4320.541000). Project 25-002. \$976,272 is approved and available in project 25-002. Upon approval of this item \$775,896 will be remaining in the project.

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

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650 Hurricane Shoals Rd. Storm Drain Replacement Project
Engineering

				A1 Contracting LLC.		Kennedy & Tillman, LLC.		L-J, Inc.		M.V.P. Piping Company Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties	1	LS	\$10,000.00	\$10,000.00	\$16,560.00	\$16,560.00	\$2,210.00	\$2,210.00	\$8,000.00	\$8,000.00
2	Mobilization	1	LS	\$7,000.00	\$7,000.00	\$1,500.00	\$1,500.00	\$16,800.00	\$16,800.00	\$5,000.00	\$5,000.00
3	Demolition - Removal And Disposal Of Existing Storm Drain Pipes. Concrete Structure, Debris & Clean Up Site, Including Light Grading	1	LS	\$45,000.00	\$45,000.00	\$22,000.00	\$22,000.00	\$39,200.00	\$39,200.00	\$45,000.00	\$45,000.00
4	Replace Exist. Concrete Structures With Pre-Cast Yard Inlets 10'-15' Deep Including Tie-Ins & Backfill	3	EACH	\$7,500.00	\$22,500.00	\$9,000.00	\$27,000.00	\$10,650.00	\$31,950.00	\$20,000.00	\$60,000.00
5	Install Complete 48" HDPE Pipe Including Bedding Compaction, Shoring ,Backfill ,Remove & Replace Unsuitable Soil & Tie-In to Existing	240	LF	\$100.00	\$24,000.00	\$100.00	\$24,000.00	\$195.00	\$46,800.00	\$230.00	\$55,200.00
6	Install Complete 54" HDPE Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	235	LF	\$120.00	\$28,200.00	\$180.00	\$42,300.00	\$218.00	\$51,230.00	\$260.00	\$61,100.00
7	Permanent Vegetation Incl. Landscaping, Sod, Fert. & Mulch	2200	SY	\$8.00	\$17,600.00	\$9.00	\$19,800.00	\$10.50	\$23,100.00	\$9.00	\$19,800.00
8	Erosion Control	1	LS	\$10,000.00	\$10,000.00	\$2,000.00	\$2,000.00	\$16,160.00	\$16,160.00	\$5,000.00	\$5,000.00
9	Repair Existing 10'-15' deep concrete structures	3	EACH	\$2,500.00	\$7,500.00	\$3,000.00	\$9,000.00	\$5,600.00	\$16,800.00	\$3,000.00	\$9,000.00
10	Install complete Flowable fill concrete into existing pipes.	120	CY	\$250.00	\$30,000.00	\$150.00	\$18,000.00	\$180.00	\$21,600.00	\$210.00	\$25,200.00
	10% Contingencies				\$20,180.00		\$18,216.00		\$26,585.00		\$29,330.00
TOTAL				\$221,980.00		\$200,376.00		\$292,435.00		\$322,630.00	

BID TABULATION

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**650 Hurricane Shoals Rd. Storm Drain Replacement Project
Engineering**

				Smith & Company., Inc.		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties	1	LS	\$12,250.00	\$12,250.00	\$2,500.00	\$2,500.00
2	Mobilization	1	LS	\$5,805.00	\$5,805.00	\$6,500.00	\$6,500.00
3	Demolition - Removal And Disposal Of Existing Storm Drain Pipes. Concrete Structure, Debris & Clean Up Site, Including Light Grading	1	LS	\$25,225.00	\$25,225.00	\$3,500.00	\$3,500.00
4	Replace Exist. Concrete Structures With Pre-Cast Yard Inlets 10'-15' Deep Including Tie-Ins & Backfill	3	EACH	\$11,367.00	\$34,101.00	\$8,500.00	\$25,500.00
5	Install Complete 48" HDPE Pipe Including Bedding Compaction, Shoring ,Backfill ,Remove & Replace Unsuitable Soil & Tie-In to Existing	240	LF	\$114.00	\$27,360.00	\$285.00	\$68,400.00
6	Install Complete 54" HDPE Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	235	LF	\$154.00	\$36,190.00	N/R	\$0.00
7	Permanent Vegetation Incl. Landscaping, Sod, Fert. & Mulch	2200	SY	\$11.00	\$24,200.00	\$7.00	\$15,400.00
8	Erosion Control	1	LS	\$3,846.00	\$3,846.00	\$800.00	\$800.00
9	Repair Existing 10'-15' deep concrete structures	3	EACH	\$2,518.00	\$7,554.00	\$1,550.00	\$4,650.00
10	Install complete Flowable fill concrete into existing pipes.	120	CY	\$558.00	\$66,960.00	\$150.00	\$18,000.00
	10% Contingencies				\$24,325.00		\$14,252.00
TOTAL				\$267,816.00		N/R	

Recommended Vendor:

Kennedy & Tillman, LLC
2397 Lower Union Hill Rd.
Canton, GA. 30115
678-699-5717
ted@kennedytillman.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING JUNE 3, 2019
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item: 1140 Grayland Hill Trail Storm Drain Replacement Project

Department: Engineering

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: \$58,415.61

Presented By: Dennis Billew

Action Requested: Award 1140 Grayland Hill Trail Storm Drain Replacement Project to low bidder, Smith & Co., Inc. in the amount of \$58,415.61.

Summary: This project consists of demolition and removal of the existing CMP storm drain system and installation of a new drain system using HDPE pipe. The project will also include the installation of a 18 inch pre-cast head wall.

Background:

Fiscal Impact: Amount not to exceed \$58,415.61. This project is funded by the Capital Outlay Fund (560A-5.25.4320.541000). Project 25-002.

Concurrences:

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

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**1140 Grayland Hill Trail Storm Drain Replacement Project
Engineering**

				A&S Paving, Inc.		Clean Water Consultants, Inc.		Construction 57 Inc.		Kennedy & Tillman, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$6,700.00	\$6,700.00	\$6,800.00	\$6,800.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
2	Demolition - Removal & Disposal of Existing Storm Drain Pipes, Debris & Clean Up Site.	1	LS	\$6,600.00	\$6,600.00	\$9,850.00	\$9,850.00	\$5,000.00	\$5,000.00	\$7,100.00	\$7,100.00
3	Install Complete 18" HDPE Pipe Including Bedding Compaction, Shoring ,Backfill ,Remove & Replace Unsuitable Soil & Tie-In to Existing	170	LF	\$75.00	\$12,750.00	\$36.51	\$6,206.70	\$40.00	\$6,800.00	\$35.00	\$5,950.00
4	Install Complete 24" RCP Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	30	LF	\$150.00	\$4,500.00	\$87.95	\$2,638.50	\$65.00	\$1,950.00	\$60.00	\$1,800.00
5	Install Complete 24" HDPE Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	260	LF	\$95.00	\$24,700.00	\$48.10	\$12,506.00	\$60.00	\$15,600.00	\$45.00	\$11,700.00
6	Reconstruct New DI 3' - 5' Deep	1	EACH	\$4,000.00	\$4,000.00	\$2,250.00	\$2,250.00	\$2,800.00	\$2,800.00	\$2,750.00	\$2,750.00
7	Install complete 18" Pre-cast head wall	1	EACH	\$1,500.00	\$1,500.00	\$2,865.00	\$2,865.00	\$2,000.00	\$2,000.00	\$1,150.00	\$1,150.00
8	Rip Rap Type 1	40	TN	\$55.00	\$2,200.00	\$98.60	\$3,944.00	\$55.00	\$2,200.00	\$70.00	\$2,800.00
9	Patching all included (min. 6" GAB compacted to 95% - 3" asphalt 19 mm Binder - 2" 9.5 mm asphalt Surface course	1	LS	\$3,500.00	\$3,500.00	\$5,250.00	\$5,250.00	\$7,000.00	\$7,000.00	\$4,750.00	\$4,750.00
10	Permanent Vegetation Incl. Landscaping, Sod, Fert. & Mulch	2200	SY	\$9.00	\$19,800.00	\$13.65	\$30,030.00	\$10.00	\$22,000.00	\$8.00	\$17,600.00
11	Re-Pour concrete driveway 4" thick including 6" x 6" steel mesh	30	SY	\$75.00	\$2,250.00	\$169.10	\$5,073.00	\$45.00	\$1,350.00	\$306.00	\$9,180.00
12	Erosion Control	1	LS	\$2,200.00	\$2,200.00	\$2,575.00	\$2,575.00	\$2,000.00	\$2,000.00	\$900.00	\$900.00
	10% Contingencies				\$9,070.00		\$8,998.82		\$7,370.00		\$6,718.00
TOTAL				\$99,770.00		\$98,987.02		\$81,070.00		\$73,898.00	

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1140 Grayland Hill Trail Storm Drain Replacement Project
Engineering

				Ohmshiv Construction, LLC		Ryde Grading, Inc.		Smith & Co., Inc.		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$10,000.00	\$10,000.00	\$21,298.00	\$21,298.00	\$1,750.00	\$1,750.00	\$3,575.00	\$3,575.00
2	Demolition - Removal & Disposal of Existing Storm Drain Pipes, Debris & Clean Up Site.	1	LS	\$42,500.00	\$42,500.00	\$2,784.00	\$2,784.00	\$8,825.00	\$8,825.00	\$2,500.00	\$2,500.00
3	Install Complete 18" HDPE Pipe Including Bedding Compaction, Shoring ,Backfill ,Remove & Replace Unsuitable Soil & Tie-In to Existing	170	LF	\$52.00	\$8,840.00	\$25.55	\$4,343.50	\$20.35	\$3,459.50	\$123.55	\$21,003.50
4	Install Complete 24" RCP Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	30	LF	\$62.00	\$1,860.00	\$63.46	\$1,903.80	\$183.00	\$5,490.00	\$130.00	\$3,900.00
5	Install Complete 24" HDPE Pipe Including Bedding Compaction, Shoring, Backfill, Remove & Replace Unsuitable Soil & Tie-In to Existing	260	LF	\$65.00	\$16,900.00	\$31.66	\$8,231.60	\$30.46	\$7,919.60	\$125.00	\$32,500.00
6	Reconstruct New DI 3' - 5' Deep	1	EACH	\$2,250.00	\$2,250.00	\$2,130.00	\$2,130.00	\$1,925.00	\$1,925.00	\$750.00	\$750.00
7	Install complete 18" Pre-cast head wall	1	EACH	\$1,500.00	\$1,500.00	\$741.25	\$741.25	\$425.00	\$425.00	\$1,000.00	\$1,000.00
8	Rip Rap Type 1	40	TN	\$52.00	\$2,080.00	\$50.07	\$2,002.80	\$60.00	\$2,400.00	\$65.00	\$2,600.00
9	Patching all included (min. 6" GAB compacted to 95% - 3" asphalt 19 mm Binder - 2" 9.5 mm asphalt Surface course	1	LS	\$1,650.00	\$1,650.00	\$953.30	\$953.30	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00
10	Permanent Vegetation Incl. Landscaping, Sod, Fert. & Mulch	2200	SY	\$4.00	\$8,800.00	\$5.07	\$11,154.00	\$6.73	\$14,806.00	\$6.00	\$13,200.00
11	Re-Pour concrete driveway 4" thick including 6" x 6" steel mesh	30	SY	\$50.00	\$1,500.00	\$37.51	\$1,125.30	\$58.50	\$1,755.00	\$75.00	\$2,250.00
12	Erosion Control	1	LS	\$2,500.00	\$2,500.00	\$2,341.35	\$2,341.35	\$1,850.00	\$1,850.00	\$655.00	\$655.00
	10% Contingencies				\$10,038.00		\$5,900.89		\$5,310.51		\$9,143.35
TOTAL				\$110,418.00		\$64,909.79		\$58,415.61		\$100,576.85	

Recommended Vendor:

Smith & Co., Inc.
1269 Old Monroe Madison Hwy.
Monroe, GA 30655
404-456-8769
tony@smithrestores.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: Lawrenceville City Hall Interior Finish Renovation Project

Department: Administration

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: \$629,993.00

Presented By: Steve North

Action Requested: Award Lawrenceville City Hall Interior Finish Renovation Project to low bidder, Striker Contracting, LLC in the amount of \$629,993.00.

Summary: The building renovation will consist of the selective demolition and replacement of interior finishes throughout the building and reconfiguration of interior office space. The scope of the work on each floor will vary, and degree and complexity and the bulk of work will be concentrated on the Lower Level, Main Level, and Third Level.

Fiscal Impact: Amount not to exceed \$629,993.00. This project is funded by the Capital Outlay Fund (355-5.15.1565.541000). Project 15-002. \$680,776 is approved and available for project 15-002. Upon approval of this item \$50,783 will be remaining in the project.

Attachments/Exhibits:
Bid Tabulation

SB011-19

Lawrenceville City Hall Interior Finish Renovation Project
Administration

				Amacher Bros. Construction Co.		BM&K Construction, Inc.		Build Smart/Tebarco, A Joint Venture LLC		Diversified Construction of Georgia, Inc.		Headley Construction Corporation		Kevin Price General Contractors	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Lump Sum Base Bid				\$696,000.00		\$719,000.00		\$815,605.00		\$716,000.00		\$734,000.00		\$791,000.00
2	Patch and Paint Walls and Install Existing Room Signage: Removal and disposal of existing room signage. Patch holes in existing walls to a level 4 drywall finish and paint in accordance with Division 09, Section 09 91 20 Painting. Once painting is complete, install Owner provided signage for each room shown on the floor plans, regardless of whether the room is indicated as not in scope. This applies to the complete finishing of the rooms, not the installation of the room signage. Owner provided signage will be installed using heavy duty double sided tape, provided by the Contractor. Note: For the purposes of this unit price, one (1) sign is equal to one (1) square foot of wall repair, and paint at a level 4 drywall finish. The Contractor shall include onehundred (100) square feet of wall patch, repair, and paint in the based bid price. Should the wall area requiring repair at any sign location exceed one (1) square foot, the Owner should be notified immediately and the area of repair quantified prior to proceeding with that repair. Any quantities over that included in the base bid amount will be compensated based on the unit price listed above.	100	SF	\$27.00	\$2,700.00	\$10.95	\$1,095.00	\$36.51	\$3,651.00	\$15.00	\$30.00	\$5.00	\$500.00	\$40.00	\$4,000.00
3	Ceiling Tiles for Main Level: M92: Purchase and install Ceiling in excess of the quantities included in the base bid amount in room M92; APC-1. Refer to Division 09, Section Acoustic Ceiling Tiles for additional information.	160	SF	\$5.00	\$800.00	\$3.45	\$552.00	\$7.48	\$1,196.80	\$20.00	\$60.00	\$6.00	\$960.00	\$10.00	\$1,600.00

SB011-19

Lawrenceville City Hall Interior Finish Renovation Project
Administration

				Lichty Commercial Construction, Inc.		Multiplex, LLC		Prime Contractors, Inc.		Striker Contracting, LLC		TMG Services, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Lump Sum Base Bid				\$775,000.00		\$713,000.00		\$686,550.00		\$629,993.00		\$664,864.00
2	Patch and Paint Walls and Install Existing Room Signage: Removal and disposal of existing room signage. Patch holes in existing walls to a level 4 drywall finish and paint in accordance with Division 09, Section 09 91 20 Painting. Once painting is complete, install Owner provided signage for each room shown on the floor plans, regardless of whether the room is indicated as not in scope. This applies to the complete finishing of the rooms, not the installation of the room signage. Owner provided signage will be installed using heavy duty double sided tape, provided by the Contractor. Note: For the purposes of this unit price, one (1) sign is equal to one (1) square foot of wall repair, and paint at a level 4 drywall finish. The Contractor shall include onehundred (100) square feet of wall patch, repair, and paint in the based bid price. Should the wall area requiring repair at any sign location exceed one (1) square foot, the Owner should be notified immediately and the area of repair quantified prior to proceeding with that repair. Any quantities over that included in the base bid amount will be compensated based on the unit price listed above.	100	SF	\$10.00	\$20.00	\$50.00	\$100.00	\$12.58	\$25.16	\$2.60	\$5.20	\$3.00	\$6.00
3	Ceiling Tiles for Main Level: M92: Purchase and install Ceiling in excess of the quantities included in the base bid amount in room M92; APC-1. Refer to Division 09, Section Acoustic Ceiling Tiles for additional information.	160	SF	\$6.00	\$18.00	\$40.00	\$120.00	\$2.00	\$6.00	\$1.60	\$4.80	\$5.00	\$15.00

Recommended Vendor:

Striker Contracting, LLC
 2859 Paces Ferry Rd. Suite 1750
 Atlanta, GA 30339
 678-350-4926
jan.phillips@strikercontracting.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: Title Ad Valorem Tax Intergovernmental Agreement with Gwinnett County
Department: Finance
Date of Meeting: Monday, June 3, 2019
Fiscal Impact:
Presented By: Keith Lee
Action Requested: Approve Ad Valorem Tax Intergovernmental Agreement with Gwinnett County.

Summary: The State Legislature changed the distribution formula for Title Ad Valorem Tax (TAVT) in 2018 to be effective July 1, 2019. Code Section 48-5C-1 is the specific section that was changed by the State. The County has drafted an intergovernmental agreement to reflect the new distribution percentages. Section 4(C) on page 7 of the IGA contains the new disbursement formula.

Attachments/Exhibits:
IGA
OCGA_48-5C-1

STATE OF GEORGIA
GWINNETT COUNTY

**INTERGOVERNMENTAL AGREEMENT FOR THE ALLOCATION AND DISTRIBUTION
OF PROCEEDS FROM THE TITLE AD VALOREM TAX**

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into as of the ____ day of _____, 20__, by and between the **GWINNETT COUNTY TAX COMMISSIONER (the “Tax Commissioner”)**, **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (the “County”), and the **CITY OF AUBURN**, the **CITY OF BERKELEY LAKE**, the **TOWN OF BRASELTON**, the **CITY OF BUFORD**, the **CITY OF DACULA**, the **CITY OF DULUTH**, the **CITY OF GRAYSON**, the **CITY OF LAWRENCEVILLE**, the **CITY OF LILBURN**, the **CITY OF LOGANVILLE**, the **CITY OF NORCROSS**, the **CITY OF PEACHTREE CORNERS**, the **CITY OF REST HAVEN**, the **CITY OF SNELLVILLE**, the **CITY OF SUGAR HILL**, and the **CITY OF SUWANEE**, municipal corporations of the State of Georgia, (the “Participating Municipalities,” individually and collectively) and the **GWINNETT COUNTY BOARD OF EDUCATION** and the **BUFORD CITY SCHOOL DISTRICT** (the “Participating School Districts”).

WITNESSETH:

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of Georgia (the “Intergovernmental Contracts Clause”) authorizes the County, Tax Commissioner, the Participating Municipalities and the Participating School Districts to contract, for a period not exceeding 50 years; and

WHEREAS, the Tax Commissioner is required pursuant to O.C.G.A. § 48-5C-1 *et seq.*, (the “Act”) to levy and collect a Title Ad Valorem Tax Fee (“Title Ad Valorem Tax”) when a vehicle sale would have constituted a taxable event for purposes of O.C.G.A. § 48-5C-1 *et seq.*; and

WHEREAS, pursuant to the Act, the Tax Commissioner, the County, the Participating Municipalities, and the Participating School Districts have conferred to determine the language of this Intergovernmental Agreement; and

WHEREAS, the Tax Commissioner, the County, the Participating Municipalities, and the Participating School Districts within the County shall execute this Intergovernmental Agreement which provides for the distribution of proceeds in accordance with O.C.G.A. § 48-5C-1 *et seq.*

NOW, THEREFORE, in consideration of the mutual promises and undertakings made in this Agreement, the benefits flowing to the parties hereto and to the citizens of each under this Agreement, and for good and valuable consideration, the Tax Commissioner, the County, the Participating Municipalities, and the Participating School Districts consent and agree as follows:

SECTION 1

REPRESENTATIONS & MUTUAL COVENANTS

(A) The Tax Commissioner makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The Tax Commissioner is a Constitutional Officer duly created pursuant to the Constitution of the State of Georgia;

(ii) The Tax Commissioner is duly authorized to execute, deliver, and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of the Tax Commissioner.

(B) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) The County is a political subdivision duly created and organized under the Constitution of State of Georgia;

(ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement; and

(iii) This Agreement is a valid, binding, and enforceable obligation of the County.

(C) Each Participating Municipality makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) Each Participating Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Participating Municipality is duly authorized to execute, deliver, and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Participating Municipality; and

(iv) Each Participating Municipality is located wholly or partially within the geographic boundaries of the County.

(D) Each Participating School District makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering into this Agreement:

(i) Each Participating School District is duly created and organized under the Laws of the State of Georgia;

(ii) The governing authority of each Participating School District is duly authorized to execute, deliver, and perform this Agreement;

(iii) This Agreement is a valid, binding, and enforceable obligation of each Participating School District; and

(iv) Each Participating School District is located wholly or partially within the geographic boundaries of the County.

(E) It is the intention of the Tax Commissioner, the County, each Participating Municipality, and each Participating School District to comply in all respects with the provisions of the Title Ad Valorem Tax Act, and all provisions of this Agreement shall be construed in light of the provisions of the Title Ad Valorem Tax Act.

(F) The Tax Commissioner, the County, each Participating Municipality, and each Participating School District agree to maintain thorough and accurate records concerning the receipt of proceeds under this Agreement.

SECTION 2

CONDITIONS PRECEDENT

(A) The obligations of the Tax Commissioner, the County, each Participating Municipality, and each Participating School District pursuant to this Agreement are conditioned upon the collection of the Title Ad Valorem Tax revenues by the

Tax Commissioner and the transfer of those revenues pursuant to the terms set forth in O.C.G.A. § 48-5C-1 *et seq.*

SECTION 3

ADMINISTRATION AND COLLECTION COSTS

In accordance with O.C.G.A. § 48-5C-1 *et seq.*, the proceeds of the Ad Valorem Title Tax shall be allocated and distributed by the Tax Commissioner pursuant to the terms of this Agreement.

SECTION 4

ALLOCATION AND DISTRIBUTION OF REMAINDER PROCEEDS

(A) The County, each Participating Municipality, and each Participating School District agree that the provisions of O.C.G.A. § 48-5C-1 *et seq.* govern the collection and distribution of Ad Valorem Taxation of Motor Vehicles. The relevant provisions at the time of the execution of this Agreement, and effective as of July 1, 2019, are set forth below:

(c)(1) The amount of proceeds collected by tag agents each month as state and local title ad valorem tax fees, state salvage title ad valorem tax fees, administrative fees, penalties, and interest pursuant to subsection (b) of this Code section shall be allocated and disbursed as provided in this subsection.

(2) For the 2013 tax year and in each subsequent tax year, the amount of such funds shall be disbursed within 20 days following the end of each calendar month as follows:

(A) State title ad valorem tax fees, state salvage title ad valorem tax fees, administrative fees, penalties, and interest shall be remitted to the state revenue commissioner who shall deposit such proceeds in the general fund of the state less an amount to be retained by the tag agent not to exceed 1 percent of the total amount otherwise required to be remitted under this subparagraph to defray the cost of administration. Such retained amount shall be remitted to the collecting county's general fund. Failure by the tag agent to disburse within such 20 day period shall result in a forfeiture of such administrative fee plus interest on such amount at the rate specified in Code Section 48-2-40; and

(B) Local title ad valorem tax fees, administrative fees, penalties, and interest shall be designated as local government ad valorem tax funds. The tag agent shall then distribute the proceeds as specified in paragraph (3) of this subsection.

(3) Beginning July 1, 2019, the portion of the title ad valorem tax fee proceeds to be retained by the county pursuant to O.C.G.A. § 48-5C-1(b)(1)(B)(iii) shall be distributed as follows:

(A) Not applicable.

(B) As to the proceeds associated with and collected on motor vehicle titles for motor vehicles registered in the unincorporated areas of the county, the tag agent of the county shall within 20 days following the end of each calendar month allocate and distribute 51 percent of such proceeds to the county governing authority and distribute 49 percent of such proceeds to the board of education of the county school district; and

(C) As to the proceeds associated with and collected on motor vehicle titles for motor vehicles registered in the incorporated areas of the county, the tag agent of the county shall within 20 days following the end of each calendar month allocate such proceeds by the municipality from which the proceeds were derived and then, for each such municipality, distribute 28 percent of such proceeds to the county governing authority and 23 percent of such proceeds to the governing authority of such municipality, and the remaining 49 percent of such proceeds shall be distributed to the board of education of the county school district; provided, however, that, if there is an independent school district in such municipality, then such remaining 49 percent of such proceeds shall be distributed to the board of education of the independent school district.

SECTION 5

ENTIRE AGREEMENT

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements between the Tax Commissioner, the County, the Participating Municipalities, and each Participating School District with respect to all matters relating to the imposition, levy, collection, administration, allocation, and distribution of proceeds of the Title Ad Valorem Tax. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to the collection, administration, allocation, and distribution of proceeds of the Title Ad Valorem Tax. This Agreement does not supersede, supplant, or otherwise

replace any existing Special Purpose Local Option Sales Tax Agreement or Education Special Purpose Local Option Sales Tax Agreement which is currently in place or may be put in place during the existence of this Agreement. Nothing in this Agreement shall prohibit the County from transferring Title Tax revenue received into the General Fund to other funds which would have received ad valorem tax on motor vehicles collected under Chapter 5 of Title 48 or proceeds from a special purpose local option sales tax to fund the services described in the Intergovernmental Agreements. The provisions of this Agreement and any subsequent Amendment thereto shall survive any revisions of the Parties' Service Delivery Strategy Agreement and the provisions of the Service Delivery Strategy Act as to the subject matter of this Agreement.

SECTION 6

AMENDMENT OR MODIFICATION OF AGREEMENT

This Agreement shall not be amended or modified except by agreement in writing executed by the Tax Commissioner, the County, each Participating Municipality, and each Participating School District.

SECTION 7

GOVERNING LAW

This Agreement shall be deemed to have been made and shall be construed and enforced in accordance with the Constitution and laws of the State of Georgia.

SECTION 8
SEVERABILITY

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

SECTION 9
COMPLIANCE WITH LAW

The Tax Commissioner, the County, each Participating Municipality, and each Participating School District shall comply with all applicable local, state, and federal statutes, ordinances, rules, and regulations.

SECTION 10
NO CONSENT TO BREACH

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

SECTION 11
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 12
MEDIATION

The Tax Commissioner, the County, each Participating Municipality, and each Participating School District agree to submit any controversy arising under this Agreement to mediation for a resolution. The parties to the mediation shall mutually select a neutral party to serve as mediator. Costs of mediation shall be shared equally among the parties to the mediation.

SECTION 13
TERMINATION

This Agreement shall become effective on July 1, 2019. This Agreement shall continue in force and effect through March 31, 2025. This Agreement may be renewed by consent of all parties for an additional four year term thereafter.

This Agreement shall automatically terminate if the Title Ad Valorem Tax is repealed. This Agreement may also be terminated by mutual agreement of all parties. The parties agree to modify this Agreement in accordance with any changes which alter the distribution formula set forth in O.C.G.A. § 48-5C-1.

IN WITNESS WHEREOF, the Tax Commissioner, the County, the Participating Municipalities, and the Participating School Districts acting by and through their duly authorized agents, have caused this Agreement to be executed in multiple counterparts under seals on the date indicated herein.

GWINNETT COUNTY TAX COMMISSIONER

BY: _____

Richard Steele

Gwinnett County Tax Commissioner

(SEAL)

ATTEST: _____

(CLERK)

GWINNETT COUNTY, GEORGIA

BY: _____

Charlotte J. Nash

Chairman, Gwinnett County Board of Commissioners

(SEAL)

ATTEST: _____

Clerk

Approved as to form:

Daniela A. Doran
Senior Assistant County Attorney

CITY OF AUBURN, GEORGIA

BY: _____

Linda Blechinger, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF BERKELEY LAKE, GEORGIA

BY: _____

Lois Salter, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF BRASELTON, , GEORGIA

BY: _____

Bill Orr, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF BUFORD, GEORGIA

BY: _____

Phillip Beard, Commission Chairman

(SEAL)

ATTEST: _____

Clerk

CITY OF DACULA, GEORGIA

BY: _____

Trey King, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF DULUTH, GEORGIA

BY: _____

Nancy Harris, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF GRAYSON, GEORGIA

BY: _____

Allison Wilkerson, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF LAWRENCEVILLE, GEORGIA

BY: _____

Judy Jordan Johnson, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF LILBURN, GEORGIA

BY: _____

Johnny Crist, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF LOGANVILLE, GEORGIA

BY: _____

Rey Martinez, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF NORCROSS, GEORGIA

BY: _____

Craig Newton, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF PEACHTREE CORNERS, GEORGIA

BY: _____

Mike Mason, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF REST HAVEN, GEORGIA

BY: _____

Kenneth Waycaster, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF SNELLVILLE, GEORGIA

BY: _____

Barbara Bender, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF SUGAR HILL, GEORGIA

BY: _____

Steve Edwards, Mayor

(SEAL)

ATTEST: _____

Clerk

CITY OF SUWANEE, GEORGIA

BY: _____

Jimmy Burnette, Mayor

(SEAL)

ATTEST: _____

Clerk

BUFORD CITY SCHOOL DISTRICT, BUFORD, GEORGIA

BY: _____

Joy Davis, Interim Superintendent

(SEAL)

ATTEST: _____

Clerk

GWINNETT COUNTY BOARD OF EDUCATION

BY: _____

J. Alvin Wilbanks, CEO/Superintendent

(SEAL)

ATTEST: _____

Clerk

User Name: Jack Wilson

Date and Time: Tuesday, April 23, 2019 4:11:00 PM EDT

Job Number: 87557635

Document (1)

1. [O.C.G.A. § 48-5C-1](#)

Client/Matter: -None-

Search Terms: 48-5C-1

Search Type: Natural Language

Narrowed by:

Content Type
Statutes and Legislation

Narrowed by
Content Type: Codes

O.C.G.A. § 48-5C-1

Current through the 2018 Extra Session of the General Assembly

GA - Official Code of Georgia Annotated > TITLE 48. REVENUE AND TAXATION > CHAPTER 5C. ALTERNATIVE AD VALOREM TAX ON MOTOR VEHICLES

Notice

 This section has more than one version with varying effective dates. To view a complete list of the versions of this section see Table of Contents.

§ 48-5C-1. (For effective date, see note.) Definitions; exemption from taxation; allocation and disbursement of proceeds collected by tag agents; fair market value of vehicle appealable; report

(a)As used in this Code section, the term:

(1)"Fair market value of the motor vehicle" means:

(A)For a used motor vehicle, the average of the current fair market value and the current wholesale value of a motor vehicle for a vehicle listed in the current motor vehicle ad valorem assessment manual utilized by the state revenue commissioner and based upon a nationally recognized motor vehicle industry pricing guide for fair market and wholesale market values in determining the taxable value of a motor vehicle under [Code Section 48-5-442](#), and, in the case of a used car dealer, less any reduction for the trade-in value of another motor vehicle;

(B)For a used motor vehicle which is not listed in such current motor vehicle ad valorem assessment manual, the value from the bill of sale or the value from a reputable used car market guide designated by the commissioner, whichever is greater, and, in the case of a used car dealer, less any reduction for the trade-in value of another motor vehicle;

(C)Upon written application and supporting documentation submitted by an applicant under this Code section, a county tag agent may deviate from the fair market value as defined in subparagraph (A), (B), or (D) of this paragraph based upon mileage and condition of the used vehicle. Supporting documentation may include, but not be limited to, bill of sale, odometer statement, and values from reputable pricing guides. The fair market value as determined by the county tag agent pursuant to this subparagraph shall be appealable as provided in subsection (e) of this Code section;

(D)For a new motor vehicle, the greater of the retail selling price or the average of the current fair market value and the current wholesale value of a motor vehicle for a vehicle listed in the current motor vehicle ad valorem assessment manual utilized by the state revenue commissioner in determining the taxable value of a motor vehicle under [Code Section 48-5-442](#), less any reduction for the trade-in value of another motor vehicle and any rebate. The retail selling price shall include any charges for labor, freight, delivery, dealer fees and similar charges, tangible accessories, dealer add-ons, and mark-ups, but shall not include any federal retailers' excise tax or extended warranty, service contract, maintenance agreement, or similar products itemized on the dealer's invoice to the customer or any finance, insurance, and interest charges for deferred payments.

billed separately. No reduction for the trade-in value of another motor vehicle shall be taken unless the name of the owner and the vehicle identification number of such trade-in motor vehicle are shown on the bill of sale;

(E)For a motor vehicle that is leased:

(i)In the case of a motor vehicle that is leased to a lessee for use primarily in the lessee's trade or business and for which the lease agreement contains a provision for the adjustment of the rental price as described in [Code Section 40-3-60](#), the agreed upon value of the motor vehicle less any reduction for the trade-in value of another motor vehicle and any rebate; or

(ii)In the case of a motor vehicle that is leased other than described in division (i) of this subparagraph, the total of the base payments pursuant to the lease agreement plus any down payments.

The term "any down payments" as used in this subparagraph shall mean cash collected from the lessee at the inception of the lease which shall include cash supplied as a capital cost reduction; shall not include rebates, noncash credits, or net trade allowances; and shall include any upfront payments collected from the lessee at the inception of the lease except for taxes or fees imposed by law and monthly lease payments made in advance; or

(F)For a kit car which is assembled by the purchaser from parts supplied by a manufacturer, the greater of the retail selling price of the kit or the average of the current fair market value and the current wholesale value of the motor vehicle if listed in the current motor vehicle ad valorem assessment manual utilized by the state revenue commissioner and based upon a nationally recognized motor vehicle industry pricing guide for fair market and wholesale market values in determining the taxable value of a motor vehicle under [Code Section 48-5-442](#). A kit car shall not include a rebuilt or salvage vehicle.

(2)"Immediate family member" means spouse, parent, child, sibling, grandparent, or grandchild.

(3)"Loaner vehicle" means a motor vehicle owned by a dealer which is withdrawn temporarily from dealer inventory for exclusive use as a courtesy vehicle loaned at no charge for a period not to exceed 30 days within a 366 day period to any one customer whose motor vehicle is being serviced by such dealer.

(4)"Rental charge" means the total value received by a rental motor vehicle concern for the rental or lease for 31 or fewer consecutive days of a rental motor vehicle, including the total cash and nonmonetary consideration for the rental or lease, including, but not limited to, charges based on time or mileage and charges for insurance coverage or collision damage waiver but excluding all charges for motor fuel taxes or sales and use taxes.

(5)"Rental motor vehicle" means a motor vehicle designed to carry 15 or fewer passengers and used primarily for the transportation of persons that is rented or leased without a driver.

(6)"Rental motor vehicle concern" means a person or legal entity which owns or leases five or more rental motor vehicles and which regularly rents or leases such vehicles to the public for value.

(7)"Trade-in value" means the value of the motor vehicle as stated in the bill of sale for a vehicle which has been traded in to the dealer in a transaction involving the purchase of another vehicle from the dealer.

(b)(1) (A) Except as otherwise provided in this subsection, any motor vehicle for which a title is issued in this state on or after March 1, 2013, shall be exempt from sales and use taxes to the extent provided under paragraph (95) of [Code Section 48-8-3](#) and shall not be subject to the ad valorem tax as otherwise required under Chapter 5 of this title. Any such motor vehicle shall be titled as otherwise required under Title 40 but shall be subject to a state title fee and a local title fee which shall be alternative ad valorem taxes as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution. Motor vehicles registered under the

International Registration Plan shall not be subject to state and local title ad valorem tax fees but shall continue to be subject to apportioned ad valorem taxation under Article 10 of Chapter 5 of this title.

(i)Reserved.

(ii)The combined state and local title ad valorem tax shall be at a rate equal to 7 percent of the fair market value of the motor vehicle.

(iii)Beginning on July 1, 2019, the state and local title ad valorem tax proceeds each month shall be distributed by each county remitting 35 percent of the funds to the state revenue commissioner as provided in subparagraph (c)(2)(A) of this Code section and distributing 65 percent of the funds as provided in paragraph (3) of subsection (c) of this Code section.

(iv)The state revenue commissioner shall promulgate such rules and regulations as may be necessary and appropriate to implement and administer this Code section, including, but not limited to, rules and regulations regarding appropriate public notification of rate amounts and rules and regulations regarding appropriate enforcement and compliance procedures and methods for the implementation and operation of this Code section. The state revenue commissioner shall promulgate a standardized form to be used by all dealers of new and used vehicles in this state in order to ease the administration of this Code section. The state revenue commissioner may promulgate and implement rules and regulations as may be necessary to permit seller financed sales of used vehicles to be assessed 2.5 percentage points less than the rate specified in division (ii) of this subparagraph.

(C)The application for title and the state and local title ad valorem tax fees provided for in subparagraph (A) of this paragraph shall be paid to the tag agent in the county where the motor vehicle is to be registered and shall be paid at the time the application for a certificate of title is submitted or, in the case of an electronic title transaction, at the time when the electronic title transaction is finalized. In an electronic title transaction, the state and local title ad valorem tax fees shall be remitted electronically directly to the county tag agent. A dealer of new or used motor vehicles shall make such application for title and state and local title ad valorem tax fees on behalf of the purchaser of a new or used motor vehicle for the purpose of submitting or, in the case of an electronic title application, finalizing such title application and remitting state and local title ad valorem tax fees. The state and local title ad valorem tax fees provided for in this chapter shall be imposed on the purchaser, including a lessor, that acquires title to the motor vehicle; provided, however, that a lessor that pays such state and local title ad valorem tax fees may seek reimbursement for such state and local title ad valorem tax fees from the lessee.

(D)There shall be a penalty imposed on any person who, in the determination of the commissioner, falsifies any information in any bill of sale used for purposes of determining the fair market value of the motor vehicle. Such penalty shall not exceed \$2,500.00 as a state penalty and shall not exceed \$2,500.00 as a local penalty as determined by the commissioner. Such determination shall be made within 60 days of the commissioner receiving information of a possible violation of this paragraph.

(E)Except in the case in which an extension of the registration period has been granted by the county tag agent under [Code Section 40-2-20](#), a dealer of new or used motor vehicles that makes an application for title and collects state and local title ad valorem tax fees from a purchaser of a new or used motor vehicle and does not submit or, in the case of an electronic title transaction, finalize such application for title and remit such state and local title ad valorem tax fees to the county tag agent within 30 days following the date of purchase shall be liable to the county tag agent for an amount equal to 5 percent of the amount of such state and local title ad valorem tax fees. An additional penalty equal to 10 percent of the amount of such state and local title ad valorem tax fees shall be imposed if such payment is not transmitted within 60 days following the date of purchase. An additional penalty equal to 15 percent of the amount of such state and local title ad valorem tax fees shall be imposed if such payment is not transmitted within 90 days following the date of purchase, and an additional penalty equal to 20 percent of the amount of such state and local title ad valorem tax fees shall be imposed if such payment is not transmitted

120 days following the date of purchase. An additional penalty equal to 25 percent of the amount of such state and local title ad valorem tax fees shall be imposed for each subsequent 30 day period in which the payment is not transmitted.

(F)A dealer of new or used motor vehicles that makes an application for title and collects state and local title ad valorem tax fees from a purchaser of a new or used motor vehicle and converts such fees to his or her own use shall be guilty of theft by conversion and, upon conviction, shall be punished as provided in [Code Section 16-8-12](#).

(2)A person or entity acquiring a salvage title pursuant to subsection (b) of [Code Section 40-3-36](#) shall not be subject to the fee specified in paragraph (1) of this subsection but shall be subject to a state title ad valorem tax fee in an amount equal to 1 percent of the fair market value of the motor vehicle. Such state title ad valorem tax fee shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(c)

(1)The amount of proceeds collected by tag agents each month as state and local title ad valorem tax fees, state salvage title ad valorem tax fees, administrative fees, penalties, and interest pursuant to subsection (b) of this Code section shall be allocated and disbursed as provided in this subsection.

(2)For the 2013 tax year and in each subsequent tax year, the amount of such funds shall be disbursed within 20 days following the end of each calendar month as follows:

(A)State title ad valorem tax fees, state salvage title ad valorem tax fees, administrative fees, penalties, and interest shall be remitted to the state revenue commissioner who shall deposit such proceeds in the general fund of the state less an amount to be retained by the tag agent not to exceed 1 percent of the total amount otherwise required to be remitted under this subparagraph to defray the cost of administration. Such retained amount shall be remitted to the collecting county's general fund. Failure by the tag agent to disburse within such 20 day period shall result in a forfeiture of such administrative fee plus interest on such amount at the rate specified in [Code Section 48-2-40](#); and

(B)Local title ad valorem tax fees, administrative fees, penalties, and interest shall be designated as local government ad valorem tax funds. The tag agent shall then distribute the proceeds as specified in paragraph (3) of this subsection, less an amount to be retained by the tag agent not to exceed 1 percent of the total amount otherwise required to be remitted under this subparagraph to defray the cost of administration. Such retained amount shall be remitted to the collecting county's general fund. Failure by the tag agent to disburse within such 20 day period shall result in a forfeiture of such administrative fee plus interest on such amount at the rate specified in [Code Section 48-2-40](#).

(3)Beginning July 1, 2019, the portion of the title ad valorem tax fee proceeds to be retained by the county pursuant to division (b)(1)(B)(iii) of this Code section shall be distributed as follows:

(A)The tag agent of the county shall within 20 days following the end of each calendar month allocate and distribute to the water and sewerage authority for which the county has levied an ad valorem tax in accordance with a local constitutional amendment, and in a county in which a sales and use tax is levied for purposes of a metropolitan area system of public transportation, as authorized by the amendment to the Constitution set out at Ga. L. 1964, p. 1008, the governing body of the transportation authority created by the Metropolitan Atlanta Rapid Transit Authority Act of 1965, Ga. L. 1965, p. 2243, as amended, and the amendment to the Constitution set out at Ga. L. 1964, p. 1008, an amount of those proceeds necessary to offset any reduction in:

(i)Ad valorem taxes on motor vehicles collected under Chapter 5 of this title on behalf of such water and sewerage authority during calendar year 2012; and

(ii) With respect to the transportation authority, the monthly average portion of the sales and use tax levied for purposes of a metropolitan area system of public transportation applicable to any motor vehicle titled in a county which levied such tax in 2012.

Such amount of tax under division (ii) of this subparagraph may be determined by the commissioner for counties which levied such tax in 2012, and in any counties which subsequently levy a tax pursuant to a metropolitan area system of public transportation, as authorized by the amendment to the Constitution set out at Ga. L. 1964, p. 1008, the governing body of the transportation authority created by the Metropolitan Atlanta Rapid Transit Authority Act of 1965, Ga. L. 1965, p. 2243, as amended, and the amendment to the Constitution set out at Ga. L. 1964, p. 1008, the commissioner may determine what amount of sales and use tax would have been collected in calendar year 2012, had such tax been levied. The amount of the reduction to be offset under this subparagraph with respect to division (i) of this subparagraph shall be calculated by the county governing authority by subtracting the amount of title ad valorem tax on motor vehicles collected under Chapter 5 of this title on behalf of such water and sewerage authority in the current calendar month from one-twelfth of the amount of such ad valorem tax on motor vehicles collected on behalf of such water and sewerage authority in calendar year 2012. The amount of the reduction to be offset under this subparagraph with respect to division (ii) of this subparagraph shall be calculated by the county governing authority by subtracting the amount of sales tax collected or determined to have been collected on such motor vehicles by the state revenue commissioner in the current calendar month in any such county from one-twelfth of the amount of sales and use tax collected, or determined to have been collected, on such motor vehicles, by the state revenue commissioner in calendar year 2012 in such county. In the event that the local title ad valorem tax proceeds are insufficient to offset fully such reduction in ad valorem taxes on motor vehicles or the portion of the sales and use tax described in division (ii) of this subparagraph, the tag agent shall allocate a proportionate amount of the proceeds to such water and sewerage authority and the transportation authority, as appropriate, and any remaining shortfall shall be paid from the following month's local title ad valorem tax fee proceeds. In the event that a shortfall remains, the tag agent shall continue to first allocate local title ad valorem tax fee proceeds to offset such shortfalls until the shortfall has been fully repaid;

(B) As to the proceeds remaining after the distribution provided for in subparagraph (A) of this paragraph, with regard to the proceeds associated with and collected on motor vehicle titles for motor vehicles registered in the unincorporated areas of the county, the tag agent of the county shall within 20 days following the end of each calendar month allocate and distribute 51 percent of such proceeds to the county governing authority and distribute 49 percent of such proceeds to the board of education of the county school district; and

(C) As to the proceeds remaining after the distribution provided for in subparagraph (A) of this paragraph, with regard to the proceeds associated with and collected on motor vehicle titles for motor vehicles registered in the incorporated areas of the county, the tag agent of the county shall within 20 days following the end of each calendar month allocate such proceeds by the municipality from which the proceeds were derived and then, for each such municipality, distribute 28 percent of such proceeds to the county governing authority and 23 percent of such proceeds to the governing authority of such municipality, and the remaining 49 percent of such proceeds shall be distributed to the board of education of the county school district; provided, however, that, if there is an independent school district in such municipality, then such remaining 49 percent of such proceeds shall be distributed to the board of education of the independent school district.

(d)(1) (A) Upon the death of an owner of a motor vehicle which has not become subject to paragraph (1) of subsection (b) of this Code section, the immediate family member or immediate family members of such owner who receive such motor vehicle pursuant to a will or under the rules of inheritance shall, subsequent to the transfer of title of such motor vehicle, continue to be subject to ad valorem tax under Chapter 5 of this title and shall not be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of sub

(b) of this Code section unless the immediate family member or immediate family members make an affirmative written election to become subject to paragraph (1) of subsection (b) of this Code section. In the event of such election, such transfer shall be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section.

(B) Upon the death of an owner of a motor vehicle which has become subject to paragraph (1) of subsection (b) of this Code section, the immediate family member or immediate family members of such owner who receive such motor vehicle pursuant to a will or under the rules of inheritance shall be subject to a state title ad valorem tax fee in an amount equal to one-quarter of 1 percent of the fair market value of the motor vehicle and a local title ad valorem tax fee in an amount equal to one-quarter of 1 percent of the fair market value of the motor vehicle. Such title ad valorem tax fees shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(2)(A) Upon the transfer from an immediate family member of a motor vehicle which has not become subject to paragraph (1) of subsection (b) of this Code section, the immediate family member or immediate family members who receive such motor vehicle shall, subsequent to the transfer of title of such motor vehicle, continue to be subject to ad valorem tax under Chapter 5 of this title and shall not be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section unless the immediate family member or immediate family members make an affirmative written election to become subject to paragraph (1) of subsection (b) of this Code section. In the event of such election, such transfer shall be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section.

(B) Upon the transfer from an immediate family member of a motor vehicle which has become subject to paragraph (1) of subsection (b) of this Code section, the immediate family member who receives such motor vehicle shall transfer title of such motor vehicle to such recipient family member and shall be subject to a state title ad valorem tax fee in an amount equal to one-quarter of 1 percent of the fair market value of the motor vehicle and a local title ad valorem tax fee in an amount equal to one-quarter of 1 percent of the fair market value of the motor vehicle. Such title ad valorem tax fees shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(C) Any title transfer under this paragraph shall be accompanied by an affidavit of the transferor and transferee that such persons are immediate family members to one another. There shall be a penalty imposed on any person who, in the determination of the state revenue commissioner, falsifies any material information in such affidavit. Such penalty shall not exceed \$2,500.00 as a state penalty and shall not exceed \$2,500.00 as a local penalty as determined by the state revenue commissioner. Such determination shall be made within 60 days of the state revenue commissioner receiving information of a possible violation of this paragraph.

(3) Any individual who:

(A) Is required by law to register a motor vehicle or motor vehicles in this state which were registered in the state in which such person formerly resided; and

(B) Is required to file an application for a certificate of title under [Code Section 40-3-21](#) or 40-3-32

shall be required to pay state and local title ad valorem tax fees in an amount equal to 3 percent of the fair market value of the motor vehicle.

(4) The state and local title ad valorem tax fees provided for under this Code section shall not apply to corrected titles, replacement titles under [Code Section 40-3-31](#), or titles reissued to the same owner pursuant to [Code Sections 40-3-50](#) through 40-3-56.

(5)Any motor vehicle subject to state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section shall continue to be subject to the title, license plate, revalidation decal, and registration requirements and applicable fees as otherwise provided in Title 40 in the same manner as motor vehicles which are not subject to state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section.

(6)Motor vehicles owned or leased by or to the state or any county, consolidated government, municipality, county or independent school district, or other government entity in this state shall not be subject to the state and local title ad valorem tax fees provided for under paragraph (1) of subsection (b) of this Code section; provided, however, that such other government entity shall not qualify for the exclusion under this paragraph unless it is exempt from ad valorem tax and sales and use tax pursuant to general law.

(7)(A) Any motor vehicle which is exempt from sales and use tax pursuant to paragraph (30) of [Code Section 48-8-3](#) shall be exempt from state and local title ad valorem tax fees under this subsection.

(B)Any motor vehicle which is exempt from ad valorem taxation pursuant to [Code Section 48-5-478](#), 48-5-478.1, 48-5-478.2, or 48-5-478.3 shall be exempt from state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section.

(7.1)(A) As used in this paragraph, the term "for-hire charter bus or motor coach" means a motor vehicle designed for carrying more than 15 passengers and used for the transportation of persons for compensation.

(B)In the case of for-hire charter buses or motor coaches, the person applying for a certificate of title shall be required to pay title ad valorem tax fees in the amount of 50 percent of the amount which would otherwise be due and payable under this subsection at the time of filing the application for a certificate of title, and the remaining 50 percent shall be paid within 12 months following the filing of such application.

(8)There shall be a penalty imposed on the transfer of all or any part of the interest in a business entity that includes primarily as an asset of such business entity one or more motor vehicles, when, in the determination of the state revenue commissioner, such transfer is done to evade the payment of state and local title ad valorem tax fees under this subsection. Such penalty shall not exceed \$2,500.00 as a state penalty per motor vehicle and shall not exceed \$2,500.00 as a local penalty per motor vehicle, as determined by the state revenue commissioner, plus the amount of the state and local title ad valorem tax fees. Such determination shall be made within 60 days of the state revenue commissioner receiving information that a transfer may be in violation of this paragraph.

(9)Any owner of any motor vehicle who fails to submit within 30 days of the date such owner is required by law to register such vehicle in this state an application for a first certificate of title under [Code Section 40-3-21](#) or a certificate of title under [Code Section 40-3-32](#) shall be required to pay a penalty in the amount of 10 percent of the state title ad valorem tax fees and 10 percent of the local title ad valorem tax fees required under this Code section and, if such state and local title ad valorem tax fees and the penalty are not paid within 60 days following the date such owner is required by law to register such vehicle, interest at the rate of 1 percent per month shall be imposed on the state and local title ad valorem tax fees due under this Code section, unless a temporary permit has been issued by the tax commissioner. The tax commissioner shall grant a temporary permit in the event the failure to timely apply for a first certificate of title is due to the failure of a lienholder to comply with [Code Section 40-3-56](#), regarding release of a security interest or lien, and no penalty or interest shall be assessed. Such penalty and interest shall be in addition to the penalty and fee required under [Code Section 40-3-21](#) or 40-3-32, as applicable.

(10)The owner of any motor vehicle for which a title was issued in this state on or after January 1, 2012, and prior to March 1, 2013, shall be authorized to opt in to the provisions of this subsection at any time prior to February 28, 2014, upon compliance with the following requirements:

(A)

(i)The total amount of Georgia state and local title ad valorem tax fees which would be due from March 1, 2013, to December 31, 2013, if such vehicle had been titled in 2013 shall be determined; and

(ii)The total amount of Georgia state and local sales and use tax and Georgia state and local ad valorem tax under Chapter 5 of this title which were due and paid in 2012 for that motor vehicle and, if applicable, the total amount of such taxes which were due and paid for that motor vehicle in 2013 and 2014 shall be determined; and

(B)

(i)If the amount derived under division (i) of subparagraph (A) of this paragraph is greater than the amount derived under division (ii) of subparagraph (A) of this paragraph, the owner shall remit the difference to the tag agent. Such remittance shall be deemed local title ad valorem tax fee proceeds; or

(ii)If the amount derived under division (i) of subparagraph (A) of this paragraph is less than the amount derived under division (ii) of subparagraph (A) of this paragraph, no additional amount shall be due and payable by the owner.

Upon certification by the tag agent of compliance with the requirements of this paragraph, such motor vehicle shall not be subject to ad valorem tax as otherwise required under Chapter 5 of this title in the same manner as otherwise provided in paragraph (1) of subsection (b) of this Code section.

(11)(A) In the case of rental motor vehicles owned by a rental motor vehicle concern, the state title ad valorem tax fee shall be in an amount equal to .625 percent of the fair market value of the motor vehicle, and the local title ad valorem tax fee shall be in an amount equal to .625 percent of the fair market value of the motor vehicle, but only if in the immediately prior calendar year the average amount of sales and use tax attributable to the rental charge of each such rental motor vehicle was at least \$400.00 as certified by the state revenue commissioner. If, in the immediately prior calendar year, the average amount of sales and use tax attributable to the rental charge of each such rental motor vehicle was not at least \$400.00, this paragraph shall not apply and such vehicles shall be subject to the state and local title ad valorem tax fees prescribed in division (b)(1)(B)(ii) of this Code section.

(B)Such title ad valorem tax fees shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(12)A loaner vehicle shall not be subject to state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section for a period of time not to exceed 366 days commencing on the date such loaner vehicle is withdrawn temporarily from inventory. Immediately upon the expiration of such 366 day period, if the dealer does not return the loaner vehicle to inventory for resale, the dealer shall be responsible for remitting state and local title ad valorem tax fees in the same manner as otherwise required of an owner under paragraph (9) of this subsection and shall be subject to the same penalties and interest as an owner for noncompliance with the requirements of paragraph (9) of this subsection.

(13)Any motor vehicle which is donated to a nonprofit organization exempt from taxation under *Section 501(c)(3) of the Internal Revenue Code* shall, when titled in the name of such nonprofit organization, not be subject to state and local title ad valorem tax fees under paragraph (1) of subsection (b) of this Code section but shall be subject to state and local title ad valorem tax fees in the amount of 1 percent of the fair market value of the motor vehicle. Such title ad valorem

shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(14)(A) A lessor of motor vehicles that leases motor vehicles for more than 31 consecutive days to lessees residing in this state shall register with the department. The department shall collect an annual fee of \$100.00 for such registrations. Failure of a lessor to register under this subparagraph shall subject such lessor to a civil penalty of \$2,500.00.

(B) A lessee residing in this state who leases a motor vehicle under this paragraph shall register such motor vehicle with the tag agent in such lessee's county of residence within 30 days of the commencement of the lease of such motor vehicle or beginning residence in this state, whichever is later.

(C) A lessor that leases a motor vehicle under this paragraph to a lessee residing in this state shall apply for a certificate of title in this state within 30 days of the commencement of the lease of such motor vehicle.

(15) There shall be no liability for any state or local title ad valorem tax fees in any of the following title transactions:

(A) The addition or substitution of lienholders on a motor vehicle title so long as the owner of the motor vehicle remains the same;

(B) The acquisition of a bonded title by a person or entity pursuant to [Code Section 40-3-28](#) if the title is to be issued in the name of such person or entity;

(C) The acquisition of a title to a motor vehicle by a person or entity as a result of the foreclosure of a mechanic's lien pursuant to [Code Section 40-3-54](#) if such title is to be issued in the name of such lienholder;

(D) The acquisition of a title to an abandoned motor vehicle by a person or entity pursuant to Chapter 11 of Title 40 if such person or entity is a manufacturer or dealer of motor vehicles and the title is to be issued in the name of such person or entity;

(E) The obtaining of a title to a stolen motor vehicle by a person or entity pursuant to [Code Section 40-3-43](#);

(F) The obtaining of a title by and in the name of a motor vehicle manufacturer, licensed distributor, licensed dealer, or licensed rebuilder for the purpose of sale or resale or to obtain a corrected title, provided that the manufacturer, distributor, dealer, or rebuilder shall submit an affidavit in a form promulgated by the commissioner attesting that the transfer of title is for the purpose of accomplishing a sale or resale or to correct a title only;

(G) The obtaining of a title by and in the name of the holder of a security interest when a motor vehicle has been repossessed after default in accordance with Part 6 of Article 9 of Title 11 if such title is to be issued in the name of such security interest holder;

(H) The obtaining of a title by a person or entity for purposes of correcting a title, changing an odometer reading, or removing an odometer discrepancy legend, provided that, subject to subparagraph (F) of this paragraph, title is not being transferred to another person or entity;

(I) The obtaining of a title by a person who pays state and local title ad valorem tax fees on a motor vehicle and subsequently moves out of this state but returns and applies to retitle such vehicle in this state; and

(J) The obtaining of a replacement title on a vehicle that is not less than 15 years old upon sufficient proof provided to the commissioner that such title no longer exists;

(K) The transfer of a title made as a result of a business reorganization when the owners, partners, members, or stockholders of the business being reorganized maintain the same proportionate interest or share in the newly formed business reorganization;

(L)The transfer of a title from a company to an owner of the company for the purpose of such individual obtaining a prestige or special license plate for the motor vehicle; and

(M)The transfer of a title from an owner of a company to the company.

(16)It shall be unlawful for a person to fail to obtain a title for and register a motor vehicle in accordance with the provisions of this chapter. Any person who knowingly and willfully fails to obtain a title for or register a motor vehicle in accordance with the provisions of this chapter shall be guilty of a misdemeanor.

(17)(A) Any person who purchases a 1963 through 1985 model year motor vehicle for which such person obtains a title shall be subject to this Code section, but the state title ad valorem tax fee shall be in an amount equal to 0.5 percent of the fair market value of such motor vehicle, and the local title ad valorem tax fee shall be in an amount equal to 0.5 percent of the fair market value of such motor vehicle.

(B)The owner of a 1962 or earlier model year motor vehicle who obtains a conditional title pursuant to [Code Section 40-3-21.1](#) for such motor vehicle shall be authorized to opt in to the provisions of this subsection upon the payment of a state title ad valorem tax fee in an amount equal to 0.5 percent of the fair market value of such motor vehicle and a local title ad valorem tax fee in an amount equal to 0.5 percent of the fair market value of such motor vehicle. Upon certification by the tag agent of compliance with the requirements of this subparagraph, such motor vehicle shall not be subject to ad valorem tax as otherwise required under Chapter 5 of this title in the same manner as otherwise provided in paragraph (1) of subsection (b) of this Code section.

(18)(A) Upon the transfer of title as the result of a divorce decree or court order of a motor vehicle which has not become subject to paragraph (1) of subsection (b) of this Code section, the person who receives such motor vehicle shall, subsequent to the transfer of title of such motor vehicle, continue to be subject to the ad valorem tax under Chapter 5 of this title and shall not be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section unless such person makes an affirmative written election to become subject to paragraph (1) of subsection (b) of this Code section. In the event of such election, such transfer shall be subject to the state and local title ad valorem tax fees provided for in paragraph (1) of subsection (b) of this Code section.

(B)Upon the transfer of title as the result of a divorce decree or court order of a motor vehicle which has become subject to paragraph (1) of subsection (b) of this Code section, the person who receives such motor vehicle shall, at the time of the transfer of title of such motor vehicle, be subject to a state title ad valorem tax fee in an amount equal to one-half of 1 percent of the fair market value of the motor vehicle and a local title ad valorem tax fee in an amount equal to one-half of 1 percent of the fair market value of the motor vehicle. Such title ad valorem tax fees shall be an alternative ad valorem tax as authorized by Article VII, Section I, Paragraph III(b)(3) of the Georgia Constitution.

(C)Any title transfer under this paragraph shall be accompanied by an affidavit of the transferee that such transfer is pursuant to a divorce decree or court order, and the transferee shall attach such decree or order to the affidavit. There shall be a penalty imposed on any person who, in the determination of the state revenue commissioner, falsifies any material information in such affidavit. Such penalty shall not exceed \$2,500.00 as a state penalty and shall not exceed \$2,500.00 as a local penalty as determined by the state revenue commissioner. Such determination shall be made within 60 days of the state revenue commissioner receiving information of a possible violation of this paragraph.

(e)The fair market value of any motor vehicle subject to this Code section shall be appealable in the same manner as otherwise authorized for a motor vehicle subject to ad valorem taxation under [Code Section 48-5-450](#); provided, however, that the person appealing the fair market value shall first pay the full amount of

state and local title ad valorem tax prior to filing any appeal. If the appeal is successful, the amount of the tax owed shall be recalculated and, if the amount paid by the person appealing the determination of fair market value is greater than the recalculated tax owed, the person shall be promptly given a refund of the difference.

(f)Beginning in 2014, on or before January 31 of each year, the department shall provide a report to the chairpersons of the House Committee on Ways and Means and the Senate Finance Committee showing the state and local title ad valorem tax fee revenues collected pursuant to this chapter and the motor vehicle ad valorem tax proceeds collected pursuant to Chapter 5 of this title during the preceding calendar year.

(g)A motor vehicle dealer shall be authorized to apply to the county tag agent of the county in which such motor vehicle is registered for a refund of state and local title ad valorem taxes on behalf of the person who purchased a motor vehicle from such dealer. Such dealer shall promptly pay to such purchaser any refund received by the dealer which is owed to the purchaser, and in any event, such payment shall be made no later than ten days following the receipt of such refund by the dealer. The county tag agent shall approve or deny the request for refund within 30 days after the filing of the application for refund. If the county tag agent denies the refund, the county tag agent shall specify the reasons for such denial. The motor vehicle dealer shall be authorized to appeal such denial to the commissioner within 30 days following such denial.

History

Code 1981, § 48-5C-1, enacted by [Ga. L. 2012, p. 257, § 1-4/HB 386](#); [Ga. L. 2013, p. 7, § 2/HB 266](#); [Ga. L. 2013, p. 32, § 4/HB 463](#); [Ga. L. 2013, p. 141, § 48/HB 79](#); [Ga. L. 2015, p. 5, § 48/HB 90](#); [Ga. L. 2015, p. 1219, § 23/HB 202](#); [Ga. L. 2016, p. 758, § 3/SB 379](#); [Ga. L. 2016, p. 864, § 48/HB 737](#); [Ga. L. 2017, p. 499, § 1/HB 340](#); [Ga. L. 2018, p. 8, § 2-1/HB 918](#); [Ga. L. 2018, p. 287, § 1/HB 329](#).

Annotations

Notes

DELAYED EFFECTIVE DATE. --

This Code section, as set out above, becomes effective July 1, 2019. For version of this Code section in effect until July 1, 2019, see the preceding version.

THE 2015 AMENDMENTS. --

The first 2015 amendment, effective March 13, 2015, part of an Act to revise, modernize, and correct the Code, substituted "Title 40" for "this title" in subparagraph (d)(15)(D). The second 2015 amendment, effective January 1, 2016, substituted the present provisions of subparagraph (c)(3)(A) for the former provisions, which read: "The tag agent of the county shall within 20 days following the end of each calendar month allocate and distribute to the county governing authority and to municipal governing authorities, the board of education of the county school district, and the board of education of any independent school district located in such county an amount of those proceeds necessary to offset any reduction in ad valorem tax on motor vehicles collected under Chapter 5 of this title in the taxing jurisdiction of each governing authority and school district from the amount of ad valorem taxes on motor vehicles collected under Chapter 5 of this title in each such governing authority and school district during the same calendar month of 2012. This reduction shall be calculated by subtracting the amount of ad valorem tax on motor vehicles collected under Chapter 5 of this title in each such taxing jurisdiction from the amount of ad valorem tax on motor vehicles collected under Chapter 5 of this title in that taxing jurisdiction in the same calendar month of 2012. In the event that the local title ad valorem tax fee proceeds are insufficient to fully offset such reduction in ad valorem taxes on motor vehicles, the tag agent shall allocate a proportionate amount of the proceeds to each governing authority and to the board of education of each such school district, and any remaining shortfall shall be paid from the following month's local title ad valorem tax fee proceeds. In the event that a shortfall remains

agent shall continue to first allocate local title ad valorem tax fee proceeds to offset such shortfalls until the shortfall has been fully repaid; and"; and, in subdivision (c)(3)(B)(iii)(III), substituted "distributed in such county, in the same manner as ad valorem tax on motor vehicles collected under Chapter 5 of this title in the taxing jurisdiction of each governing authority and school district from the amount of ad valorem taxes on motor vehicles collected under Chapter 5 of this title in each such governing authority and school district during the same calendar month of 2012" for "distributed to the governing body of the authority created by local Act to operate such metropolitan area system of public transportation" at the end.

THE 2016 AMENDMENTS. --

The first 2016 amendment, effective July 1, 2016, in subparagraph (c)(3)(A), in the first sentence, near the beginning deleted "and" preceding "the board", inserted ", the water and sewerage authority for which the county has levied an ad valorem tax in accordance with a local constitutional amendment," near the middle twice substituted "governing authority, school district, and water and sewerage authority" for "governing authority and school district", and, in the fourth sentence, near the end substituted "authority, the board of education of each such school district, the water and sewerage authority," for "authority and to the board of education of each such school district". The second 2016 amendment, effective May 3, 2016, part of an Act to revise, modernize, and correct the Code, substituted "division (ii) of this subparagraph" for "division (b)(1)(B)(ii) of this Code section" at the end of division (b)(1)(B)(xv).

THE 2017 AMENDMENT, effective January 1, 2018, deleted "or" at the end of subparagraph (a)(1)(C), substituted "; or" for the period at the end of subparagraph (a)(1)(D), and added subparagraph (a)(1)(E). See Editor's notes for applicability.

THE 2018 AMENDMENTS. --

The first 2018 amendment, effective July 1, 2018, deleted "and" at the end of subparagraph (d)(15)(H); substituted "; and" for the period at the end of subparagraph (d)(15)(I); and added subparagraph (d)(15)(J). The second 2018 amendment, effective July 1, 2019, rewrote this Code section.

Commentary

CODE COMMISSION NOTES. --

Pursuant to [Code Section 28-9-5](#), in 2012, the *first* occurrence of subdivision (b)(1)(B)(i)(II) was redesignated as subdivision (b)(1)(B)(i)(I).

Pursuant to [Code Section 28-9-5](#), in 2015, "of" was inserted preceding "subparagraph (A)" in subdivision (d)(10)(B)(i).

Pursuant to [Code Section 28-9-5](#), in 2018, subparagraphs (d)(15)(J) through (d)(15)(L), as added by [Ga. L. 2018, p. 287, § 1/HB 329](#), were redesignated as subparagraphs (d)(15)(K) through (d)(15)(M) and related stylistic changes were made.

EDITOR'S NOTES. --

[Ga. L. 2013, p. 32, § 5/HB 463](#), not codified by the General Assembly, provides, in part, that the amendment to this Code section shall be immediately applied to relevant fair market value determinations. The Governor approved this Act on April 10, 2013.

Ga. L. 2013, p. 141, § 54(f)/HB 79, not codified by the General Assembly, provides that: "In the event of a conflict between a provision in Sections 1 through 53 of this Act and a provision of another Act enacted at the 2013 regular

session of the General Assembly, the provision of such other Act shall control over the conflicting provision in Sections 1 through 53 of this Act to the extent of the conflict."

[Ga. L. 2017, p. 499, § 2/HB 340](#), not codified by the General Assembly, provides that this Act shall apply to all taxable years beginning on or after January 1, 2018.

The amendment by [Ga. L. 2018, p. 8, § 2-1/HB 918](#) inadvertently underscored the existing period at the end of subparagraph (d)(15)(J).

ADMINISTRATIVE RULES AND REGULATIONS. --

Certificate of title of a vehicle where the commissioner is not satisfied as to the ownership and bond, Official Compilation of the Rules and Regulations of the State of Georgia, Motor Vehicle Division, Scrapped vehicles under the Motor Vehicles Certificate of Title Act, § 560-10-13-.04.

State and local title ad valorem tax fee, Official Compilation of the Rules and Regulations of the State of Georgia, Department of Revenue, Local Government Services Division, Chapter 560-11-14.

Hierarchy Notes:

[Title Note](#)

Hierarchy Notes:

Chapter Note

OFFICIAL CODE OF GEORGIA ANNOTATED

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End of Document



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: Resolution to Appoint Electric Cities of Georgia, Inc. (ECG) Voting Delegates
Department: Electric
Date of Meeting: Monday, June 3, 2019
Fiscal Impact: Not Applicable
Presented By: Karen Pierce
Action Requested: Approve the Resolution appointing the Electric Cities of Georgia voting delegates

Summary: The City updates the voting delegates each year.

Attachments/Exhibits:
Resolution

RESOLUTION _____

**RESOLUTION TO APPOINT VOTING DELEGATES
TO THE ELECTRIC CITIES OF GEORGIA, INC. ELECTION COMMITTEE**

WHEREAS, the City of Lawrenceville wishes to appoint voting delegates to the Electric Cities of Georgia, Inc. Election Committee to represent the City; and

WHEREAS, the voting delegates are appointed with authority to cast all votes to which the City is entitled,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Rick Baldwin to serve as the voting delegate and Barry Mock to serve as the alternate voting delegate.

IT IS SO RESOLVED this _____ day of _____ 2019.

Judy Jordan Johnson, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: Resolution to Appoint Electric Cities of Georgia, Inc. (ECG) Authorized Official
Department: Electric
Date of Meeting: Monday, June 3, 2019
Fiscal Impact: Not Applicable
Presented By: Karen Pierce
Action Requested: Approve the Resolution appointing the Electric Cities of Georgia authorized official

Summary:

Attachments/Exhibits:
Resolution

RESOLUTION _____

**RESOLUTION TO APPROVE THE AUTHORIZED OFFICIALS
FOR THE CITY OF LAWRENCEVILLE TO ELECTRIC CITIES OF GEORGIA, INC.**

WHEREAS, the City of Lawrenceville wishes to approve the authorized official to communicate the decisions of the city; and

WHEREAS, the authorized official is approved with authority to complete service confirmation forms, and enter into any contracts on behalf of the city;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Chuck Warbington to serve as the Authorized Official.

IT IS SO RESOLVED this _____ day of _____ 2019.

Judy Jordan Johnson, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: Resolution to Appoint Municipal Electric Authority of Georgia (MEAG) Voting Delegates

Department: Electric

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: Not Applicable

Presented By: Karen Pierce

Action Requested: Approve the Resolution appointing the Municipal Electric Authority of Georgia voting delegates.

Summary:

Attachments/Exhibits:
Resolution

RESOLUTION _____

**RESOLUTION TO APPOINT VOTING DELEGATES
TO THE MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA'S ELECTION COMMITTEE**

WHEREAS, the City of Lawrenceville wishes to appoint voting delegates to the Municipal Electric Authority of Georgia Election Committee to represent the City; and

WHEREAS, the voting delegates are appointed with authority to cast all votes to which the City is entitled,

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Rick Baldwin to serve as the voting delegate and Barry Mock to serve as the alternate voting delegate.

IT IS SO RESOLVED this _____ day of _____ 2019.

Judy Jordan Johnson, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: Resolution to Appoint Municipal Electric Authority of Georgia (MEAG)
Authorized Official

Department: Electric

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: Not Applicable

Presented By: Karen Pierce

Action Requested: Approve the Resolution appointing the Municipal Electric Authority of Georgia authorized official

Summary:

Attachments/Exhibits:
Resolution

RESOLUTION _____

**RESOLUTION TO APPROVE THE AUTHORIZED OFFICIALS
FOR THE CITY OF LAWRENCEVILLE TO MUNICIPAL ELECTRIC AUTHORITY OF GEORGIA**

WHEREAS, the City of Lawrenceville wishes to approve the authorized official to communicate the decisions of the city; and

WHEREAS, the authorized official is approved with authority to effectively manage the short term annual City electric system regarding supply and sales of excess power, and to enter into any contracts on behalf of the city;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lawrenceville hereby appoints Chuck Warbington to serve as the Authorized Official.

IT IS SO RESOLVED this _____ day of _____ 2019.

Judy Jordan Johnson, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: Intergovernmental Agreement with the Downtown Development Authority for the Alford Property Along Atha Street

Department: City Manager

Date of Meeting: Monday, June 3, 2019

Fiscal Impact:

Presented By: Chuck Warbington

Action Requested: Approve the Intergovernmental Agreement with the Downtown Development Authority for the Alford Property Along Atha Street

Summary:

Attachments/Exhibits:
IGA for Atha Street

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ____ day of _____, 2019, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

W I T N E S S E T H:

WHEREAS, the DDA was created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended, and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, as amended, and is now existing and operating as a public body corporate and politic, and

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted the Resolution on November 7, 1983, creating the DDA and designating a geographic area to be known as the Downtown Development Area, which area has since been altered from time to time; and

WHEREAS, the City now desires to transfer certain funds to the DDA subject to certain terms and conditions, which funds will be used by the DDA for the purchase of property for the expansion of a public park, parking facilities for the public park and the surrounding downtown area, and possible redevelopment purposes; and

WHEREAS, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA is willing to accept the funds from the City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA do hereby agree as follows:

1. The City shall transfer to the DDA the amount of One Hundred Seventy-Five Thousand Dollars (\$175,000.00). The amount shall be transferred to the DDA upon the approval of this IGA by the City and the DDA, and said funds shall be used and repaid in accordance with the terms of this IGA.

2. The funds transferred in accordance with paragraph 1 of this IGA shall be used for the purchase of property located at 37 Atha Street to be marketed by the DDA for

redevelopment purposes in accordance with redevelopment plans approved by the City and the DDA.

3. Should the DDA use any of the property acquired with the funds provided under this IGA for redevelopment purposes, the DDA shall pay to the City any amounts obtained by the DDA from the sale of any portion of the property for redevelopment purposes. It is understood and agreed that in the performance of the obligations of the DDA herein contained, any obligation for the payment of money to the City shall not constitute a general obligation of the DDA but shall be a limited obligation of the DDA, payable solely out of payments received by the DDA for the sale of any portion of the property acquired with the funds provided by the City. The DDA shall be entitled to reimburse itself for any attorney's fees or closing costs associated with the sale of the property.

4. Should the property to be acquired by the DDA with the funds provided under this IGA contain structures, the City shall have the right pursuant to the terms of this IGA to provide for the demolition of all such structures, and the City shall be responsible for the cost associated with the demolition of the structures, and with any environmental testing or remediation associated with the demolition of such structures.

5. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

6. This IGA expresses the entire understanding and agreement between the parties hereto.

7. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.

8. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

9. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
Judy Jordan Johnson, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**CITY OF LAWRENCEVILLE DOWNTOWN
DEVLEOPMENT AUTHORITY**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item: Event Policy & Fee Resolution

Department: Communications and Community Development

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: None

Presented By: Lisa Sherman

Action Requested: Adopt the Special Event Policy and Fee Resolution and authorize the Mayor to sign

Summary: The Community Development Department works to engage the community through ongoing events throughout the year. Fees charged for participation – whether it be through sponsorship, vendor fees or 3rd party rental/use of space fees - serve to provide an objective measurement for maintaining quality and excellence with each event produced in the City. Furthermore, these fees are structured and communicated through a strategically developed policy that has served the City well since the inception of the Lawrenceville Lawn in 2014. The Community Development Department is asking for the annual fee structure (as proposed in the attachments) along with an updated event policy to reflect this proposed fee structure be adopted by Council for this fiscal year.

Attachments/Exhibits:
FINAL Special Event Policy Updated 6-3-2019
Event Fees Resolution

RESOLUTION _____

**A RESOLUTION ADOPTING THE SPECIAL EVENTS POLICY AND RELATED FEES OF THE
COMMUNICATIONS & COMMUNITY DEVELOPMENT DEPARTMENT OF THE CITY OF
LAWRENCEVILLE**

WHEREAS, the City Council of The City of Lawrenceville has authorized the City Manager to set fee structures that are not restricted by rate setting policies and agreements approved by the Mayor and Council as part of the annual budget adoption resolution; and

WHEREAS, the Communication and Community Development Department has several fees related to permits and events;

NOW THEREFORE, BE IT ORDAINED AND RESOLVED, that the 2019 Special Events Policy and following schedule of fees presented by the Communications & Community Development Director is approved and adopted, and all ordinances, policies, and procedures previously approved and in conflict with the 2019 Special Events Policy and following schedule of fees are hereby repealed.

BE IT FURTHER ORDAINED AND RESOLVED, that the City Manager of the City of Lawrenceville is authorized to adopt, implement and update this Special Events Policy and following schedule of fees as necessary to establish and maintain policies in compliance with applicable best practices, policies and state and federal law.

BE IT IS SO RESOLVED this _____ day of June, 2019.

Event-Year Sponsorship Fees (Excludes Rock'n The Ville)		
\$15,000	Annual Sponsorship	Presenting
\$10,000	Annual Sponsorship	Platinum
\$5,000	Annual Sponsorship	Gold
\$2,500	Annual Sponsorship	Silver
\$1,000	Annual Sponsorship	Bronze
\$500	Annual Sponsorship	Community
As approved by City Manager or designee	Annual Sponsorship	Other
\$35	VIP Fee	Per Person at Concerts & Prelude
Rock'n The Ville Fees		
\$20,000	Annual Sponsorship	Presenting
\$12,500	Annual Sponsorship	Beverage
\$7,500	Annual Sponsorship	Platinum
\$5,000	Annual Sponsorship	Gold
\$2,500	Annual Sponsorship	Silver
\$1,500	Annual Sponsorship	Bronze

\$500	Annual Sponsorship	Community
\$350	Vendor Fee	BBQ Food
\$350	Vendor Fee	Business Booth
\$250	Vendor Fee	Snack/Food
\$100	Vendor Fee	NP/Arts & Crafts
\$50	Electric Service Fee	Per Outlet
Third Party Event Application Fees		
\$2,000	Lawn Permit Fee	10,001+ Persons, Non-refundable
\$1,000	Lawn Permit Fee	5001-10,000 Persons, Non-refundable
\$750	Lawn Permit Fee	2,001-5,000 Persons, Non-refundable
\$500	Lawn Permit Fee	501 - 2,000 Persons, Non-refundable
\$250	Lawn Permit Fee	Less than 500 Persons, Non-refundable
\$600	Sanitation Fee	10,001+ Persons, Non-refundable
\$400	Sanitation Fee	5001-10,000 Persons, Non-refundable
\$300	Sanitation Fee	2,001-5,000 Persons, Non-refundable
\$200	Sanitation Fee	501 - 2,000 Persons, Non-refundable
\$150	Sanitation Fee	Less than 500 Persons, Non-refundable
\$50	Police Services Fee	Per Hour/Per Officer, Number of Officers determined by the Special Ops Division of the Police Dept.; 4-hour minimum
\$50	Application Processing Fee	One-time

Judy Jordan Johnson, Mayor

ATTEST:

Karen Pierce, City Clerk



Special Event Policy

A GUIDELINE FOR PUBLIC SPECIAL EVENTS

Updated by the City of Lawrenceville on June 3, 2019

Policy Statement

Special Events provide opportunities to promote community engagement, help build a sense of place, showcase local and regional talent, enrich cultural opportunities, draw visitors to Lawrenceville, generate economic impact and establish an active Downtown.

The City of Lawrenceville recognizes the benefits and opportunities made available through Special Events. Therefore, the City seeks to facilitate, promote, coordinate and /or participate in Special Events that provide a benefit to the larger community and fit within the capacities of the Lawrenceville Lawn and Downtown Square.

Any public gathering or Special Event that requires restricted or exclusive use of any portion of public property, including but not limited to roped lawn areas, stages, tables, bleachers, tents, streets, temporary barriers or boundaries or as otherwise defined herein must first submit a Special Event application and obtain approval from the City of Lawrenceville. Permission to use the Lawrenceville Lawn, Parade Routes or the granting of any road closures does not necessarily entitle an organization to exclusive use of said area.

This Policy is intended to work in concert with all other applicable rules, regulations, laws, and ordinances of the City of Lawrenceville and other applicable governmental entities. Should a conflict between this policy and other City policies arise, City policy will prevail.

Terms & Definitions

City Sanctioned Special Event

Any activity sponsored and produced by the City of Lawrenceville. City sanctioned events are exempt from the event application process.

Non-Sanctioned Special Event

Any activity sponsored by an organization or individual for profit or non-profit, other than the City of Lawrenceville, held on public property and designed for entertainment, competition, amusement, or social, ethnic, religious and/or cultural awareness that:

- a. Requires restricted or exclusive use of any portion of public property, including but not limited to roped lawn areas, stages, streets, tables, bleachers, tents, temporary barriers and/or boundaries.
- b. Impedes the normal flow of traffic.
- c. Impedes the enjoyment or use of the property by the general public.

Such events require a Special Event Permit issued by the City through the Special Event Application.

City Support Services

Services provided by the City of Lawrenceville to ensure that a Special Event is conducted in such a way as to protect the safety, health, property and general welfare of the public and integrity of public grounds. Services may include security/police, public works, set-up, clean-up, event consulting, etc.

City Event Coordinator

Staff person, or designee, responsible for overseeing the application process and obtaining acceptance or denial, based on input from appropriate City departments. The City Event Coordinator will act as a liaison between the Event Organizer and the affected departments within the City of Lawrenceville as may be necessary.

Event Organizer

Person(s) designated as the authorized head of the organization or individual responsible for the proposed event.

Event Selection Committee

An appointed group of individuals chosen to ensure that the submitted Special Event application upholds the Special Event Policy set by the City of Lawrenceville.

Public Assembly

Any meeting, demonstration, picket line, rally, gathering as defined by the City's Parade and Assemble Ordinance that does not require restricted or exclusive use of any portion of a facility as a Special Event.

Ticketed Event / Admission Event

Any Special Event in a City facility that requires a fee to be paid by a patron to enter or participate in the event.

Criteria for Evaluation

The criteria for evaluating and scheduling community festivals and Special Events are as follows:

1. Completeness of application and event layout.
2. Professionalism of Special Event application, layout and presentation.
3. Impact and cost of event on public health, surrounding businesses or residences, environment, welfare, safety, and City support services.
4. Occurrence of the same or similar event(s) as well as potential conflicts with previously approved events.
5. Ability for the Lawrenceville Lawn to remain open to users and function as a public venue.
6. Previous history of Event Organizer in facilitating Special Events.
7. Ability of Event Organizer to achieve City goals and objectives as identified by Council.
8. **IMPORTANT: Event applications with road closure requests will be carefully considered as road closures impact traffic flow and City businesses.** Road closure requests will only be considered for government agencies and non-profit organizations (must provide written proof of 501© status in Georgia).

All applications shall be submitted by the Event Organizer. Additional information may be requested by the Event Selection Committee upon initial review of an application. The City will review all applications to ensure a complete and appropriate process has been followed. Written approval of select applications will be issued after the application and annual event calendar has been reviewed by the

Event Selection Committee and related City Department heads and approved by City Council. The City of Lawrenceville reserves the right to approve or deny the application based on the City's evaluation criteria. Approval may include conditions or stipulations to address or mitigate any potential issues.

Classes of Special Event Permits

(Estimates of required staff hours to be determined by the City of Lawrenceville based on application)

Class A Permit: A Special Event that requires more than 200+ additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is more than 10,000 persons within a consecutive 24 hour time period.

Class B Permit: A Special Event that requires between 100-200 additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is between 5,001 and 10,000 persons within a consecutive 24 hour time period.

Class C Permit: A Special Event that requires between 50-99 additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is between 2,001 and 5,000 persons within a consecutive 24 hour time period.

Class D Permit: A Special Event that requires less than 50 additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is between 501 and 2,000 persons within a consecutive 24 hour time period.

Class E Permit: A Special Event that requires less than 50 additional staff hours by City employees, or is expected to draw an approximate number of spectators and participants that is 500 persons or less within a consecutive 24 hour time period.

NOTE: The City reserves the right to be the final authority regarding estimates of attendance or need for additional staff hours.

Application Process and Policies

The City of Lawrenceville Event Coordinator must receive a completed Special Event Application, event layout and processing fee during the open application window:

- ALL Events must apply no less than 180 days from the proposed date of the event to be eligible for consideration.

NOTE: No events other than City-sanctioned events, will be permitted in January or February due to the potential of inclement and/or cold weather conditions on outdoor facilities. Applications should be MAILED or HAND-DELIVERED to:

City of Lawrenceville
Attn: Events – Economic Development Dept. [4th Floor]
70 South Clayton Street / PO Box 2200
Lawrenceville GA 30046

After the application has been received with application fee and is deemed to be complete by the event coordinator, the Event Selection Committee will review and consider each event. The Event Organizer may be contacted during this step to schedule a more formal presentation, and additional items may be

requested. Final approvals will first be communicated at Council Meeting and followed up with a letter of acceptance to the respective event organizer.

Please reference the Step-by-Step check list located in the Special Event APPLICATION packet separate from this POLICY.

The following are rules, regulations and details related to the City's event policy.

1. Parade - 5K run/walk, and Road Closure procedures

Please refer to the attached pre-approved parade routes. To be eligible for a parade, 5K run/walk permit, you must use one of the two attached pre-approved parade routes. Road closures will be determined based upon completeness of an application and Lawrenceville City Council approval. *Please refer to point 8 in the "Criteria for Evaluation" section above for further detail.*

2. Fees

- a. **Processing Fee:** \$50 non-refundable – required by all applicants; to be included with application
- b. **City Fees:** See chart below

City Fees: Lawrenceville City fees are non-refundable and paid 10 days from the date of approval of application. Failure to pay fees may result in a dismissal of application. Fees are cumulative according to the outline below.

	NON- REFUNDABLE FEE	NON- REFUNDABLE FEE	NON - REFUNDABLE FEE	INSURANCE REQUIREMENTS
CLASS	Permit Fees (Lawn Only)	Police Staff charges (4-hour minimum)	Sanitation transfer station tipping fee (<i>see NOTE below</i>)	Combined single- limit per occurrence
Class A	\$2,000	\$50/hr/officer*	\$600	\$1,000,000
Class B	\$1,000	\$50/hr/officer*	\$400	\$1,000,000
Class C	\$750	\$50/hr/officer*	\$300	\$1,000,000
Class D	\$500	\$50/hr/officer*	\$200	\$1,000,000
Class E	\$250	\$50/hr/officer*	\$150	\$1,000,000

*The City will determine necessary staffing requirements for the event; (i.e. Police, security, traffic, and Public Works) beyond their normal daily routines. Additional costs beyond the permit fee will be based on actual hours and will be invoiced to the event organizer following the event. Please note that the City will put forth its best effort to keep essential services within the fee structure outlined in this policy.

**As there are no pavilions or indoor facilities on the lawn, the City will not accept applications for “Lawrenceville Lawn Use” that call for private individual events such as birthdays, family reunions, weddings, wedding receptions etc.

PLEASE MAKE CHECKS PAYABLE TO: City of Lawrenceville, 70 South Clayton Street PO Box 2200, Lawrenceville GA, 30046

Fees charged by the City for use of facilities are intended to cover maintenance due to wear and tear, initial supplies, water, electricity, etc. The City reserves the right to obtain additional fees for other arising or unusual expenses as it deems necessary.

3. *Ticketed / Admission Events – This is IN ADDITION TO fees noted above.*

Any Special Event held in a City facility that requires a fee to be paid by a patron to enter/participate in the event is considered a ticketed / admission event. For all ticketed / admission events, a fee shall be paid to the City of Lawrenceville based on gross ticket or admission fees at the rate of 10%. (ex. 500 tickets sold at \$5.00 per ticket equals \$2500.00 gross sales. The City will receive a Ticket Event Fee of \$250.00). This fee shall be due and payable to the City immediately after the conclusion of the event and will incur a 10% penalty if not paid within thirty (30) days after the conclusion of the event. The City reserves the right to conduct an audit of applicant’s revenue in order to verify gross ticket / admission fees and will pursue all legal remedies for collection of under reported fees.

4. *Insurance*

A comprehensive liability insurance policy with a minimum one million dollar (\$1,000,000) combined single-limit coverage per occurrence for bodily injury and property damage with an endorsement naming the City of Lawrenceville, specifically as an additional insured under the policy is required for ALL events and from all food, snack and business vendors at each event. Do not include specific departments or persons. **A Certificate of Insurance from the event organization is required 10 days from date of approval.** All other vendor Certificates of Insurance are due no less than 15 business days prior to the scheduled event. The City of Lawrenceville must RECEIVE notice of any changes or cancellation by certified mail or hand-delivery no less than 30 days from date of event. 100% of all fees will be required for any cancellations submitted less than 90-days out.

5. *Sanitation*

A transfer station tipping fee for sanitation shall be submitted to the City of Lawrenceville for ALL events. All trash/sanitation services are provided by the City at the cost of the Event Organizer and/or Organization responsible for the event.

6. Restroom Facilities

For all events of 4 hours or more in duration, portable toilets will be required for all events on the Lawrenceville Lawn. Portable toilets will be a requirement for any event where alcohol is served and for any race, walk, or run. One toilet per 200 persons will be the ratio. In compliance with the Americans with Disabilities Act, at least one portable toilet is to be handicap accessible. It is the Event Organizer's responsibility to make all arrangements (drop-off and pick-up) and pay any fees related to portable toilet rentals.

7. Medical

Medical personnel will be required to be on site for all events. EMT, RN, LPN or paramedics may serve for Class C, D, or E events. REN, LPN or paramedics must serve for Class A or B events. Medical staff/ supplies are the responsibility of the Event Organizer. A letter of confirmation signed by the service provider of choice, on the service provider's letterhead, shall be submitted by the event organizer to the City's event coordinator no less than 15 business days prior to the event.

8. Electricity

Specific requirements for the use of electricity must be submitted with the application. Electricity is NOT available without permission from the City of Lawrenceville. For projects that utilize large amounts of electricity, the City reserves the right to require additional payment for electricity used at the event.

9. Sound Systems

Sound system equipment is the responsibility of the organization holding the event (ie- Event Organizer). The City Event Coordinator must be notified in writing of any intended use of a sound system during the event. All amplified sound must conclude by 10pm EST. in accordance with City Ordinance.

10. Alcoholic Beverage Sales and Consumption

Alcoholic beverage sales and consumption are ONLY permitted on the Lawrenceville Lawn [in compliance with State law and the City's alcohol ordinance] through the Special Event Permit (SEP) process and in conjunction with a state-licensed, City-approved vendor. Attendees to events on the Lawrenceville Lawn will NOT be permitted to bring their own alcohol from home or anywhere outside the open container district onto the premises. Drinks purchased on the same day by a licensed alcohol provider within the open container district (see City's alcohol ordinance for a district map) shall be permitted. Any illegal consumption of alcohol on the Lawrenceville Lawn or on any City property without an SEP may result in fines and/or action taken by the local authorities. Please contact the City's Planning and Zoning Dept. (678.407.6583) for SUP requirements.

The event organizer must also apply for and receive an alcoholic beverage license from the Georgia Department of Revenue before alcoholic beverage deliveries can be made to the event. Please note that this can be a lengthy process so plan accordingly. All required licensing and insurance pertaining to the serving of alcoholic beverages must be obtained by the event organizer. NO glass containers are allowed. All beverages must be served in plastic cups, aluminum cans, or plastic bottles through the state- and city-approved alcohol vendor. ALL alcohol must remain within the boundaries of the Lawrenceville Lawn.

11. Use of Private/Public Parking Spaces

All parking must be confirmed with the Event Coordinator. It will be the responsibility of the Event Organizer to gain written confirmation for the use of private parking areas for use with the Lawrenceville Lawn. The event organizer must provide written documentation 15 business days prior to the event, signed by the property owner of approval to use private property for any reason as part of the event.

Event Organizers may not reserve or charge for parking in public spaces. All publicity material, both printed and electronic, shall include a diagram indicating available parking.

12. Event Equipment and Layout

The following is additional information and rules for compliance during lawn use:

- The City of Lawrenceville does NOT provide a stage for any special event. It will be the event organizers responsibility to acquire a stage and coordinate set-up and break down. Stage requirements and specs (including weight, dimensions and electrical requirements) should be submitted to the Event Coordinator for review and approval prior to rental. The City reserves the right to have any unauthorized stages removed from the premise due to potential infrastructure damage of outdoor facilities.
- Tables, chairs, stages, bleachers, tents and other set-up equipment are permitted on the lawn with prior approval.
- A general layout of the event area, including locations of tables, chairs, tents, stages, vendor set-up, portable restrooms, road closures, parking plans, and other equipment must be submitted with the application. A formal detailed layout must be given 30 days prior to the event.
- Tables and chairs are NOT provided by the City of Lawrenceville.
- At no time may cars or trucks be driven onto the lawn.
- Work vehicles like gators, carts, children's trains, or golf carts may be used in specified areas upon approval of the Events Coordinator.
- Stakes are NOT permitted for any tent or inflatable at any time.
- All tents and inflatables must be secured with weights for wind restriction.
- Damage to the Lawn due to high traffic or improper preparation or set-up may result in additional fees to replace damaged areas of turf.
- The City reserves the right to cancel the event should any requirements of the Special Events Policy or the Special Events Application are not met.

13. Fire Safety Plan

Any tent over 400 square feet is required to have an inspection and final approval from the Gwinnett County Fire Marshall's Office prior to the event. **Please call The Gwinnett County Fire Marshall's Office at (678) 518-4960 for more information concerning this process.** The event organizer will be required to provide all tent specifications to the Special Events Application. A letter of confirmation signed by the Fire Marshall's office, on Gwinnett County letterhead, shall be submitted by the event organizer to the City's event coordinator no less than 15 business days prior to the event.

14. Food Sales

Any intention to sell food must be indicated with the application. All vending equipment must remain on brick, asphalt or concrete areas, NOT ON THE GRASS. It is the responsibility of the event organizer to contact the Health Department and obtain any necessary permits. Glass bottles are not allowed on the Lawrenceville Lawn at any time. A letter of confirmation signed by the Health Dept. (Carolyn.Simonton@gnrhealth.com or 770.339.4283), on Gwinnett County Dept. of Health letterhead, shall be submitted by the event organizer to the City's event coordinator no less than 15 business days prior to the event.

***Please Note: Food Trucks are only permitted to operate within the City of Lawrenceville during City Sanctioned Special Events, or during Non-Sanctioned Special Events approved by the Event Selection Committee.**

15. Lawn Clean-Up

It is the responsibility of the event organizer to remove all items from an event at the conclusion of the event as quickly as possible. This includes all tents, rentals, and any item brought to the lawn for the event. Any rentals or equipment not removed on the same day of the event must be removed by noon on the first day following the event. This includes all tents, sound equipment, portable restrooms, trash containers/trailers, POD's, generators, dumpsters, carts, utility vehicles, etc.

16. City Ordinances and Park Rules

Please read the Lawrenceville Lawn Rules and Regulations page attached to the Special Event application.

17. Signage

All marketing materials, placement of signs, etc. to advertise the Special Event must first be approved by the Event Coordinator before being distributed. Marketing materials must be submitted to the Event Coordinator 30 days prior to the event. **NOTE: All signage must comply with the City sign ordinance. Failure to comply with all of these policies and procedures will result in revocation of permit (see next section).**

Revocation of Permit

The City of Lawrenceville shall have the authority to revoke any permit upon the violation of the conditions set forth in this policy and the Special Events Application and/or where staging of the event would have an immediate and adverse effect on the welfare and safety of persons or property. The Chief of Police or his or her designee shall have the authority to close any event immediately upon violation of conditions set forth herein or to preserve safety of persons or property. Any event with outstanding fees from a prior year will not be permitted to hold their event until all fees are paid. Failure to comply with any or all of the policies set forth in this document could result in fines to be determined by the City.

Modification of Policies

The City of Lawrenceville reserves the right to waive, modify, and/or amend these Policies, in whole or part, at any time solely at the City's discretion. This may occur by formal written action of the City Management.

By signing below, I agree to the terms and conditions set forth in this policy.

Event Organizer Signature

Date



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: CONSENT AGENDA

Item: Consent Order with the Environmental Protection Agency

Department: City Manager

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: TBD

Presented By: Lee Thompson

Action Requested: Approve the Consent Order with the Environmental Protection Agency
as presented by the City Attorney

Attachments/Exhibits:
Consent Order

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

IN THE MATTER OF:

CITY OF LAWRENCEVILLE

RESPONDENT.

) **ADMINISTRATIVE COMPLIANCE**

) **ORDER ON CONSENT**

)

)

) **DOCKET NO. CWA-04-2019-4751**

)

)

ADMINISTRATIVE COMPLIANCE ORDER ON CONSENT

I. STATUTORY AUTHORITY

1. Section 309(a) of the Clean Water Act (CWA), 33 U.S.C. § 1319(a), provides that, whenever the U.S. Environmental Protection Agency (EPA) finds that any person is in violation of any condition or limitation which implements, *inter alia*, Section 301(a) and 402 of the CWA, 33 U.S.C. §§ 1311(a) and 1342, the EPA may issue an order requiring such person to comply with such condition or limitation, and shall specify a time for compliance that the EPA determines to be reasonable.

2. The following Findings of Fact and Determinations of Law are made and this Administrative Compliance Order on Consent (AOC) issued pursuant to the authority vested in the EPA by Section 309(a) of the CWA, 33 U.S.C. § 1319(a), as amended. This authority has been delegated to the Regional Administrator of the EPA, Region 4, and further delegated by the Regional Administrator to the Director of the Enforcement and Compliance Assurance Division of the EPA, Region 4.

II. EPA'S FINDINGS OF FACT AND DETERMINATIONS OF LAW

3. For the purposes of this AOC, the City of Lawrenceville, (Respondent) admits the jurisdictional allegations set out below and neither admits nor denies the EPA's Findings of Fact set out below. The EPA asserts that the following facts are true and substantiated.

4. To accomplish the objective of the CWA, defined in Section 101(a) of the CWA, 33 U.S.C. § 1251(a), to restore and maintain the chemical, physical, and biological integrity of the nation's waters, Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants by any person into waters of the United States except in compliance with a National Pollutant Discharge Elimination System (NPDES) permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.

5. The Respondent is a "municipality" and is a "person" within the meaning of Sections 502(4) and (5) of the CWA, 33 U.S.C. §§ 1362(4) and (5).
6. At all times relevant to this action Respondent owned and/or operated a municipal separate storm sewer system (MS4).
7. Section 402(a) of the CWA, 33 U.S.C. § 1342(a), establishes a NPDES Permit Program authorizing the EPA or authorized states to administer the NPDES Permit Program, including the issuance of NPDES permits allowing for the discharge of pollutants, including stormwater, into navigable waters subject to specific terms and conditions. The EPA has granted the State of Georgia Department of Natural Resources Environmental Protection Division (EPD), approval to issue NPDES permits pursuant to Section 402(b) of the CWA, 33 U.S.C. § 1342(b).
8. Pursuant to 40 C.F.R. § 122.26(a)(3) NPDES permits must be obtained for all discharges from large and medium MS4s.
9. EPD issued *Authorization to Discharge Under the National Pollutant Discharge Elimination System Discharges from Municipal Separate Storm Sewer Systems* Permit No. GAS000122 (Permit) to Respondent, to cover discharges from Respondent's MS4, with an effective date of June 11, 2014, and an expiration date of June 10, 2019.
10. Part 5.1 of the Permit states that the Permittee must comply with all conditions of this Permit. Any Permit noncompliance constitutes a violation of the CWA and the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20 et seq. (State Act) and is grounds for an enforcement action.
11. Permit Part 3 requires that "[t]he permittee shall update, implement, and enforce" a Storm Water Management Program (SWMP). It also states that "[t]he SWMP and its amendments, upon approval by the EPD, shall become a part of this permit."
12. Permit Part 3.1 requires that "[t]he permittee must have adequate legal authority to control pollutant discharges into and from its MS4, and to meet the legal requirements of [the] permit." Permit Part 3.4 states that: "EPD may require a revision of the SWMP at any time it is deemed necessary by the Director to comply with the goals and requirements of the State Act ..."
13. Permit Part 3.3.1 requires that the Permittee's stormwater management program include the elements listed in Table 3.3.1.
14. Table 3.3.1, Part 2.a of the Permit requires the Permittee to inspect 100% of the control structures within the 5-year permit period. In this case, EPD had approved a four-year rotating cycle of the four "quadrants" or areas of Respondent's MS4 system, as reflected in Respondent's approved SWMP.
15. Table 3.3.1, Part 2.b of the Permit requires the Permittee to "[c]onduct maintenance on the MS4 structures as needed." Section 4.2 of the Respondent's SWMP states that "[i]f through

inspection it is found that a storm drainage system is not functioning properly or that repairs are necessary the Street Maintenance Department will perform any structural repairs or cleaning as necessary to get the system operating properly.”

16. Table 3.3.1, Part 4.a of the Permit requires the Permittee to implement street maintenance and cleaning procedures, and track metrics for each reporting period, for example, identifying amount of litter removed (weight), miles of street swept, and road repairs conducted. That section also requires documentation to be included in the annual report.

17. Table 3.3.1, Part 7.b of the Permit requires the Permittee to “[i]mplement the program to control runoff from municipal facilities with the potential to cause pollution. The program shall include the facility inspection prioritization, inspection frequency, and inspection documentation protocol described in the SWMP.” Part 4.7 of Respondent’s SWMP specifies that municipal facilities will be inspected annually. Respondent’s SWMP states that “[i]f any facility is found to need improvements, the appropriate department supervisor will be notified of the problem. Engineering Department staff will perform a re-inspection, after the stipulated timeframe, to ensure that proper action has been taken.”

18. Table 3.3.1, Part 9.a of the Permit requires that the Permittee ensure that “MS4 staff involved in municipal facility operation activities obtain the appropriate education and training.”

19. Permit Part 3.3.2 requires the Permittee to “implement and enforce a program to detect and eliminate illicit discharges and improper disposal of pollutants into the MS4.” The Permittee’s program, as described in the Permittee’s SWMP, must include the elements listed in Table 3.3.2.

20. Table 3.3.2, Part 3 of the Permit requires the Permittee to implement an Illicit Discharge Detection and Elimination (IDDE) program, including dry weather screening (item 3.a), and to undertake further investigation and take enforcement action where necessary to ensure that the source eliminates the discharges in accordance with procedures described in Respondent’s SWMP (items 3.b and 3.c). Investigations require sampling, as specified in Section 5.3, Table 1 of Respondent’s SWMP.

21. Table 3.3.2, Part 8.a of the Permit requires that MS4 staff involved in IDDE activities obtain the appropriate education and training. Section 5.8 of Respondent’s SWMP indicates that “... training will be performed prior to work assignments and annually thereafter.”

22. Permit Part 3.3.3 requires the Permittee to “implement and enforce a program to monitor and control pollutants in stormwater discharges from industrial facilities into the MS4.” The permittee’s program must include the elements listed in Table 3.3.3.

23. Table 3.3.3, Part 1.a of the Permit requires the Permittee to “[d]evelop and/or update an inventory of facilities with industrial activities that potentially discharge to the MS4. At a minimum, this shall include facilities listed on EPD’s Industrial Stormwater General Permit (IGP) Notice of Intent (NOI) and No Exposure Exclusion (NEE) online listings.” The inventory is to be updated at least annually and included in the submitted annual report. Part 6.1 of Respondent’s SWMP requires

that the facility inventory include a description of the hazardous or potentially polluting materials on-site, where known.

24. Table 3.3.3, Part 2.a of the Permit requires the Permittee to “[i]mplement the industrial facility inspection program which includes the facility inspection prioritization, inspection frequency, and inspection documentation protocol described in the SWMP. Conduct inspections on 100% of the inventoried facilities that discharge to the MS4 within the 5-year period.” Section 6.2 of Respondent’s SWMP cites the quadrant strategy, which sets up a 4-year cycle of inspections.

25. Table 3.3.3, Part 3.a of the Permit states that the Permittee must “[i]mplement enforcement procedures described in the SWMP to be utilized if a stormwater violation is noted at an industrial facility that discharges to the MS4 during the reporting period and in accordance with the ERP (Enforcement Response Plan) in Part 3.3.6 of this permit.” Section 6.3 of Respondent’s SWMP describes the enforcement procedures that must be used.

26. Table 3.3.3, Part 4.a of the Permit requires the Permittee to “[i]mplement educational activities for industrial facilities. Provide details of any educational activities performed during the reporting period in each annual report.” Section 6.4 of Respondent’s SWMP states that: “[f]or industrial facilities showing signs of a potential illicit discharge, the City inspector distributes the appropriate brochures at the time of the inspections.”

27. Table 3.3.3, Part 5.a of the Permit requires that the Permittee “[e]nsure that MS4 staff involved in industrial activities obtain the appropriate education and training.” Part 6.5 of Respondent’s SWMP states that employees who perform inspections related to stormwater infrastructure within industrial activities must get training prior to related work assignments.

28. Permit Part 3.3.4 requires the Permittee to “implement and enforce a program to maintain structural and/or non-structural BMPs to reduce pollutants in stormwater runoff from construction sites to the MS4 as defined in the SWMP.” The Permittee’s program must include the elements listed in Table 3.3.4.

29. Table 3.3.4, Part 3.a of the Permit requires the Permittee to “[i]mplement the construction site inspection program to ensure that structural and non-structural BMPs at construction sites are properly designed and maintained as specified in the Construction General Permits (CGPs).” Table 3.3.4., Part 3.b of the Permit states that: “[t]he construction site inspection program shall include the facility inspection prioritization, inspection frequency, and inspection documentation protocol described in the SWMP or in accordance with CGPs.” Section 7.3 of Respondent’s SWMP, Inspection Procedures, requires that: “[a] comprehensive site inspection is conducted by Engineering Department personnel after land disturbing activities commence to verify compliance with all applicable Erosion and Sedimentation control (E&S) requirements. All sites that have an LDA (Land Disturbance Activity) Permit will be inspected by City personnel. At a minimum, inspections will occur following the installation of the initial BMPs, during active construction, and after the final site stabilization. Results of site inspections are recorded on a Construction Site Daily Inspection Report.”

30. Table 3.3.4, Part 4.a of the Permit requires the Permittee to: “[i]mplement enforcement procedures for E&S violations documented at construction sites as described in the SWMP and in accordance with the ERP in Part 3.3.6 of this permit. Provide documentation on any enforcement actions taken during the reporting period in each annual report, including the number and type (Notice of Violation, Stop Work Order, etc.).” Section 7.4 of Respondent’s SWMP outlines the enforcement procedures that should be undertaken.

31. Permit Part 3.3.5 requires the Permittee to “implement and enforce a program to control pollutants in stormwater runoff from Highly Visible Pollutant Sources (HVPS) facilities into the MS4.” The Permittee’s program must include the elements listed in Table 3.3.5.

32. Table 3.3.5, Part 1.a of the Permit requires the Permittee to: “[e]stablish, maintain and/or update an inventory for HVPS facilities that discharge to the MS4...Provide an updated inventory in each subsequent annual report.” Section 8.1 of Respondent’s SWMP also states that Respondent shall accurately update the inventory on an annual basis.

33. Table 3.3.5, Part 2.a of the Permit requires the Permittee to: “[i]mplement the HVPS facility inspection program which includes the facility inspection prioritization, inspection frequency, and inspection documentation protocol described in the SWMP. Conduct inspections on 100% of inventoried facilities that discharge to the MS4 during the 5-year period. The permittee must conduct a percentage of the inspections each year. Provide the total number of facilities and the number and percentage of inspections conducted during the reporting period and provide documentation in each annual report.” Section 8.2 of Respondent’s SWMP states the following: “[t]he number of HVPS facilities to be inspected as established by EPD is a minimum of 20% of the total number of HVPS facilities annually. EPD’s inspection frequency insures that all HVPS facilities will be inspected within a five-year period. However, the City of Lawrenceville has established a plan, previously approved by EPD that insures that all HVPS facilities will be inspected within a four-year period. In the plan the City is divided into four inspection areas, or quadrants...The HVPS facilities in one of the quadrants are inspected during a reporting year...”

34. Table 3.3.5, Part 4.a of the Permit requires the Permittee to: “[i]mplement educational activities for HVPS facilities. Provide details of any educational activities performed during the reporting period in each annual report.” Section 8.4 of Respondent’s SWMP, Educational Activities, states that: “[i]f during the course of an inspection a potential threat to water quality is noted, the City’s inspector will meet with the HVPS facility management to discuss measures the management can take to prevent pollution. The inspector details good housekeeping techniques for the proper handling/storage of toxic materials, spill prevention and response, NPDES Permit requirements, structural and non-structural control inspection and maintenance procedures. Educational brochures are also distributed at the time of the inspection as an aid to help prevent future problems.”

35. Permit Part 3.3.5 requires the Permittee to “implement and enforce a program to control pollutants in stormwater runoff from HVPS facilities into the MS4.” The Permittee’s program must include the elements listed in Table 3.3.5 of the Permit.

36. Table 3.3.5, Part 5.a of the Permit requires the Permittee to: “[e]nsure that MS4 staff involved in HVPS activities obtain the appropriate education and training.” Section 8.5 of Respondent’s SWMP states that: “[t]he City of Lawrenceville conducts employee training for those employees who work in HVPS inspections related to stormwater infrastructure. The training details pollution prevention, good housekeeping, techniques for the proper handling/storage of used oil, painting supplies and other toxic materials, spill prevention and response, NPDES Permit requirements, structural and non-structural control inspection and maintenance procedures. Initial training is performed prior to work assignments.”

37. Permit Part 4.1 states that: “[t]he permittee shall prepare an annual system-wide report covering the reporting period May 1 through April 30. The report shall be submitted by June 15th following the reporting period.”

38. On January 10-12, 2017, PG Environmental, contractor for the EPA, along with representatives from EPA Region 4 and EPD, conducted an inspection of Respondent’s MS4 Program to evaluate Respondent’s compliance with Sections 301 and 402(p) of the CWA, 33 U.S.C. §§ 1311 and 1342(p); the regulations promulgated thereunder at 40 C.F.R. § 122.26; and the Permit.

39. On June 26, 2018, the EPA sent a Notice of Violation (NOV) to the Respondent for violations of the CWA and the Permit observed by the EPA during the January 10-12, 2017, inspection (January Inspection) and requested that Respondent contact the EPA to schedule a show cause meeting.

40. On August 15, 2018, Respondent submitted preliminary written responses to the NOV.

41. On August 16, 2018, a show cause meeting was held between the EPA and Respondent to discuss the alleged violations in the NOV.

42. On September 20 and 21, 2018, at the request of the EPA, Respondent supplied additional written information in response to the EPA’s NOV.

43. **The following findings** are based on the January Inspection, the EPA’s review of the documents provided by Respondent, and the show cause meeting:

- A. Respondent had not adopted the required soil erosion, sediment, and pollution control ordinance language into Respondent’s municipal code in violation of Part 3.1 of the Permit. Specifically, Respondent had not adopted updated language into its municipal code based on the revised model ordinance established by the State of Georgia in June 2016. The EPA made this observation while reviewing Respondent’s ordinances during the January Inspection.
- B. Respondent was not adhering to the SWMP-prescribed inspection schedule for inspecting structural and source control measures in violation of Table 3.3.1, Part 2.a. of the Permit. According to the MS4 Annual Reports submitted by Respondent from 2014, 2015, and

2016, Respondent did not conduct inspections in the correct inspection areas per the SWMP.

- C. Respondent had not conducted inspections of catch basins with concrete lids; therefore, Respondent was not inspecting 100 percent of (i.e., all) MS4 structures within the four-year period prescribed by Respondent's SWMP in violation of Table 3.3.1, Part 2.a. of the Permit. Specifically, the Construction and Engineering Inspector stated during the January Inspection that he did not inspect catch basins with concrete lids because he was unable to access them. He stated that he did not inspect the catch basins with concrete lids in Inspection Area #4 during the last reporting period, and Respondent's 2016 MS4 Annual Report confirms that 28 catch basins "could not be inspected due to solid concrete tops."
- D. Respondent had no record of conducting inspections of the four Respondent-owned stormwater ponds in violation of Table 3.3.1, Part 2.a. of the Permit. During office discussions at the January Inspection, Respondent stated that these structures were to be inspected annually. However, the Construction and Engineering Inspector stated that he had not inspected the four Respondent-owned stormwater ponds since he started working in the position approximately 16 months prior to the January Inspection.
- E. Respondent was not conducting maintenance on Respondent-owned catch basins as prescribed by Respondent's SWMP in violation of Table 3.3.1, Part 2.b of the Permit. The EPA observed during the January Inspection only one work order for catch basin cleaning was submitted in response to 224 catch basin inspections conducted in March 2016. However, according to Respondent's inspection reports, approximately 75 percent of the structures were reported to have some amount of sediment buildup and approximately ten percent were reported to have structural damage.
- F. Respondent was not conducting comprehensive inspections or effectively controlling polluted stormwater runoff from the Municipal Complex in violation of Table 3.3.1, Part 7.b of the Permit. During the January Inspection, Respondent's Construction and Engineering Inspector stated that only the Fleet Department's vehicle maintenance shop was inspected on an annual basis. However, the rest of the site, which includes vehicle staging areas, stockpiles, waste disposal areas, a landscape shop with chemicals, electrical equipment storage, and vehicle washing areas, was never inspected.
- G. Respondent's inspection of its Municipal Complex failed to evaluate and identify areas where the facility needs improvement in violation of Table 3.3.1, Part 7.b of the Permit. During the field activities of the January Inspection, the EPA observed numerous pollution prevention and housekeeping issues throughout the Municipal Complex that were not documented in Respondent's inspection report.
- H. Respondent was not ensuring all staff involved in municipal facility operations receive appropriate education and training for performing inspections and maintenance of structural and non-structural stormwater controls in violation of Table 3.3.1, Part 9.a of the Permit. During the January Inspection, Respondent staff stated that the only stormwater-

related training offered to employees was a “Good Housekeeping Training Seminar” offered in May 2015. The training did not include information on how to conduct structural control or municipal facility inspections.

- I. Respondent had not been implementing dry-weather flow investigation and follow-up procedures as described in Respondent’s SWMP in violation of Table 3.3.2, Part 3.a. of the Permit. During the January Inspection, Respondent’s staff stated they had observed flow during dry-weather conditions, but had never implemented the investigation procedures prescribed in section 5.3 of the SWMP.
- J. Respondent did not implement the investigation, follow-up, and enforcement procedures prescribed in Respondent’s SWMP in response to two illicit discharges observed during the inspection in violation of Table 3.3.2, Part 3.b. of the Permit.
- K. Respondent was not providing all employees involved in IDDE activities with the appropriate training in violation of Table 3.3.2, Part 8.a. of the Permit. During the January Inspection, the EPA reviewed the roster for the “Good Housekeeping Training Seminar” conducted on May 6, 2015. Staff from the Street Maintenance and Solid Waste Department, Planning and Zoning Department, Police Department, and Code Enforcement Department did not receive the training. Staff from these departments may encounter and be expected to respond to an illicit discharge event as part of their responsibilities.
- L. The number of industrial facilities referenced in Part 2.C.1.b of the Respondent’s 2016 MS4 Annual Report did not match the number of facilities included in Respondent’s industrial facility inventory that the EPA reviewed during the January Inspection in violation of Table 3.3.3, Part 1.a. of the Permit.
- M. Respondent’s industrial facility inventory did not include all facilities listed on EPD’s IGP NOI and NEE online listings in violation of Table 3.3.3, Part 1.a. of the Permit. Specifically, the Industrial Pollutant Source Inventory included in Respondent’s 2016 MS4 Annual Report identifies fourteen facilities but does not include ten of the facilities identified in EPD’s listing of facilities that have filed an NOI for IGP coverage, or who have submitted a NEE.
- N. Respondent’s industrial facility inventory from Respondent’s 2016 MS4 Annual Report that the EPA reviewed during the January Inspection did not include a description of the hazardous or potentially polluting materials at each site, as required by Respondent’s SWMP in violation of Table 3.3.3, Part 1.a of the Permit.
- O. Respondent had not implemented an industrial facility inspection program in accordance with Respondent’s SWMP, which requires inspecting all industrial facilities in a four-year period in violation of Table 3.3.3, Part 2.a. of the Permit. The *Industrial Pollutant Source Inventory* included in Respondent’s 2016 MS4 Annual Report included the dates that each industrial facility was last inspected. According to the inventory, there were 51 facilities that were not inspected in the four years prior to April 30, 2016 (i.e., the end date of the

2016 MS4 Annual Report's reporting period), and 38 facilities that were not inspected in the five years prior to April 30, 2016.

- P. Respondent did not conduct enforcement in response to an illicit discharge observed at the Advanced Disposal Gwinnett Transfer Station during the January Inspection, as prescribed in Respondent's SWMP in violation of Table 3.3.3, Part 3.a. of the Permit. The inspector noted on the inspection report that there was evidence of an illicit discharge, as well as evidence of wastes associated with onsite activities entering the MS4 or a stream; however, no enforcement action was taken.
- Q. Respondent had not implemented educational activities for industrial facilities within its jurisdiction since its current Construction and Industrial Inspector began employment, 16 months prior to the inspection in violation of Table 3.3.3, Part 4.a. of the Permit. During the January Inspection, the City Engineer stated that it is the Construction and Engineering Inspector's responsibility to distribute educational fliers to industrial facilities each time they are inspected. However, the Construction and Engineering Inspector stated he had not handed out any educational fliers since he was hired for the position, 16 months prior to the January Inspection.
- R. Respondent had not provided training to the Construction and Engineering Inspector on how to conduct industrial facility inspections in violation of Table 3.3.3, Part 5.a. of the Permit. Specifically, during the January Inspection, the Construction and Engineering Inspector stated that he had never received formal training on how to properly inspect industrial facilities, including training on common pollutant sources and BMPs for specific types of industrial facilities.
- S. Respondent did not have a protocol in place for documenting construction site inspections of municipal construction sites that were operating under a Respondent-employed project manager in violation of Table 3.3.4, Part 3.b. of the Permit. During the January Inspection, Respondent's staff stated that a Respondent-employed project manager would perform inspections of municipal construction projects that are managed by a Respondent project manager, but historically those inspections have not been documented.
- T. Respondent was not conducting enforcement of erosion and sediment control issues in accordance with Respondent's SWMP and ERP in violation of Table 3.3.4, Part 4.a. of the Permit. Respondent's ERP describes specific enforcement protocols related to specific issues likely to be encountered at construction sites (e.g., specific BMP and erosion and sediment control failures). During the January Inspection, the Construction and Engineering Inspector stated that he was not familiar with the ERP and had not been referencing it when conducting enforcement. He further stated that he used verbal warnings (undocumented) as an enforcement mechanism, which is not one of the protocols described in the ERP.
- U. The number of HVPS facilities referenced in Part 2.E.1.b of Respondent's 2016 MS4 Annual Report did not match the number of facilities included in the HVPS facility

inventory that the EPA reviewed during the January Inspection in violation of Table 3.3.5, Part 1.a. of the Permit.

- V. Respondent had not implemented an HVPS facility inspection program in accordance with Respondent's SWMP, which requires inspecting all HVPS facilities within its jurisdiction in a four-year period in violation of Table 3.3.5, Part 2.a. of the Permit. According to Respondent's MS4 annual reports, there are 166 facilities that were documented as not inspected in the four years prior to April 30, 2016 (i.e., the end date of the 2016 MS4 Annual Report's reporting period); 140 facilities were not inspected within the five years prior to April 30, 2016. Some facilities had not been inspected in more than ten years.
 - W. Respondent had not implemented educational activities for HVPS facilities within its jurisdiction since its current Construction and Industrial Inspector began employment, 16 months prior to the inspection in violation of Table 3.3.5, Part 4.a. of the Permit. During the January Inspection, the City Engineer stated that it is the Construction and Engineering Inspector's responsibility to distribute educational brochures to HVPS facilities each time they are inspected. However, the Construction and Engineering Inspector stated that he had not handed out any educational fliers since he was hired for the position, 16 months prior to the EPA inspection.
 - X. Respondent had not provided training to the Construction and Engineering Inspector on how to conduct HVPS facility inspections in violation of Table 3.3.5, Part 5.a. of the Permit. During the January Inspection, the Construction and Engineering Inspector stated that he had never received formal training on how to properly inspect HVPS facilities, including training on common pollutant sources and BMPs for specific types of HVPS facilities.
 - Y. At the time of the January Inspection, Respondent was not implementing the ERP as written in violation of Part 3.3.5 of the Permit. During the January Inspection, the EPA observed multiple instances where Respondent failed to implement the ERP as written when violations were observed during field inspections.
 - Z. Respondent's last two MS4 annual reports were submitted late in violation of Part 4.1 of the Permit. The 2015 MS4 Annual Report was submitted on September 8, 2015, and the 2016 MS4 Annual Report was submitted on June 20, 2016.
44. Therefore, Respondent has violated Section 301 of the CWA, 33 U.S.C. § 1311, by failing to comply with the conditions of the Permit.

III. AGREEMENT ON CONSENT

45. Based on the foregoing Findings of Fact as alleged by the EPA and neither admitted nor denied by Respondent, and Determinations of Law and pursuant to the authority of Sections 308 and 309(a) of the CWA, 33 U.S.C. §§ 1318 and 1319(a), THE DIRECTOR HEREBY ORDERS AND

RESPONDENT HEREBY AGREES AND CONSENTS TO THE PROVISIONS OF THE PARAGRAPHS BELOW:

- A. Structural and Source Control Measures:
 - a. Within 120 days of the effective date of this AOC, Respondent shall submit to the EPA the inspection documentation that shows that inspection of 100% of the control structures occurred by the end of the 5-year permit cycle. Inspections shall include catch basins with concrete lids, previously uninspected city-owned stormwater ponds that are still in operation, and all structures within Area 3, as identified in Respondent's SWMP.
 - b. Within 120 days of the effective date of this AOC, Respondent shall submit the previous three months of maintenance and repair records from the City's new work order system. Submitted records shall indicate structure ID, date of inspection, findings, repair status, and date of repair if applicable.
 - c. Within 90 days of the effective date of this AOC, Respondent shall develop and implement a stormwater pollution prevention plan (SWPPP) for the new fleet maintenance yard and evaluate the potential need for a SWPPP at all other municipal facilities. If a SWPPP is needed at other municipal facilities, Respondent shall develop and implement within 150 days of the effective date of this AOC.
- B. IDDE program:
 - a. Within 120 days of the effective date of this AOC, Respondent shall update the SWMP to reflect the current protocol for dry weather screening to include the title of the staff who does the dry weather screening or name of consultant, title of person responsible for sampling, and title of person responsible for the follow-up from Respondent.
 - b. Within 120 days of the effective date of this AOC, Respondent shall submit a record of the previous three-month period of dry weather screening, source tracking efforts, and sampling results if flow was observed.
 - c. Respondent shall submit all completed dry weather forms and a color photo depicting the flow, the source of the flow, and the path of the flow of every dry weather flow detected for twelve months following the effective date of this AOC. Respondent shall submit such documentation to the EPA quarterly, within 30 days of the end of each quarter, for the twelve-month period following the effective date of this AOC.
- C. Industrial program:
 - a. Within 60 days of the effective date of this AOC, Respondent shall develop and begin implementing a protocol for annually updating the industrial facilities inventory using EPD's list of NOIs, business licenses, and SIC codes. If industrial facilities are identified that are not on the EPD list, Respondent shall notify the identified facility of its potential duty to apply for a permit with the State of Georgia. Respondent shall include this protocol in its SWMP.
 - b. Within 60 days of the effective date of this AOC, Respondent shall evaluate whether the new Public Works Facility that has replaced the previous Municipal Complex can be categorized under an applicable Standard Industrial Classification (SIC) code and submit an NOI for Industrial General Permit coverage if needed. Part 1.1.1.3 of the Industrial General Permit states, "[m]unicipally owned or operated industrial facilities and military

- installations must comply with the permit and monitoring requirements for all types of industrial activities that such installations perform.”
- c. Within 120 days of the effective date of this AOC, Respondent shall provide the EPA with documentation of all enforcement taken on industrial facilities for the twelve months immediately preceding the effective date of this AOC.
 - d. Within 60 days of the effective date of this AOC, Respondent shall adopt an appropriate brochure regarding industrial stormwater in general and at least one brochure specific to the dominant industry within Respondent’s municipality and shall provide the EPA with a copy of the brochures.
- D. Construction program:
- a. Within 60 days of the effective date of this AOC, Respondent shall develop a protocol for inspection and documentation of Respondent-owned construction sites. The protocol shall meet requirements for the City’s Local Issuing Authority. Respondent shall insert the protocol into the updated SWMP.
 - b. Within 60 days of the effective date of this AOC, Respondent shall develop and implement a checklist for construction sites that is consistent with the Manual for Erosion and Sediment Control in Georgia and includes, at a minimum, documentation of time in and out of the construction site and the condition of outfalls and receiving waters, where applicable.
 - c. Within 90 days of the effective date of this AOC, Respondent shall submit all municipal construction completed checklists for the previous three-month period.
 - d. Respondent shall provide the EPA with documentation of all enforcement taken as a result of construction inspections for the twelve-month period following the effective date of this AOC. Respondent shall include a summary table, inspection reports, and enforcement documents. Respondent shall submit such updated documentation to the EPA quarterly, within 30 days of the end of each quarter, for the twelve-month period following the effective date of this AOC.
- E. HVPS program:
- a. Within 120 days of the effective date of this AOC, Respondent shall update the SWMP to include a protocol for identifying businesses that will be included on the HVPS list. The protocol shall address the following:
 - i. Justification for selecting sectors of interest and individual businesses;
 - ii. How the business license inventory will be utilized;
 - iii. Consider pollutant sources that may contribute to waterbody impairments, business sectors likely to pollute, business sectors that receive repeat citizen complaints, and employee observations. Sectors to consider include, but are not limited to, automotive repair shops, car washes, builders and contractors, restaurants, gas stations, and pet boarding; and,
 - iv. Schedule to ensure that the inventory is updated at least annually.
 - b. Respondent shall inspect 50% of the HVPS inventory during the 2018-2019 period and inspect the remaining 50% of the HVPS inventory during the 2019-2020 period.
 - c. Within 60 days of the effective date of this AOC, Respondent shall update the SWMP to

- include the HVPS inspection schedule which ensures that during the remaining four years of the new permit cycle, 25% of the HVPS inventory will be completed each year, assuring 100% of the inventory will be completed by the end of the next permit cycle.
- d. Respondent shall provide the EPA with documentation showing that inspections occurred by submitting a copy of the 2019-2020 annual report to the EPA when mailed to EPD.
 - e. Within 60 days of the effective date of this AOC, Respondent shall adopt an appropriate brochure(s) relevant to the variety of HVPS facilities within Respondent's jurisdiction to distribute to HVPS facilities. At a minimum, the brochure(s) shall address general HVPS concerns, pet waste, and general contractor sources. Respondent shall provide the EPA with a copy of the selected brochure(s).
- F. Annual Report:
- a. Respondent shall submit the 2018-2019 Annual Report to EPD and the EPA no later than June 15, 2019, and the 2019-2020 Annual Report to EPD and the EPA no later than June 15, 2020, unless the report date is changed by the reissued Permit.
- G. Within 90 days of the effective date of this AOC, Respondent shall develop and submit to the EPA a written Training Program that specifies annual employee technical training requirements (curriculum) that ensure each employee receives the level of knowledge commensurate with duties related to the MS4 program. The Training Program shall be implemented within 180 days of the effective date of this AOC and shall include the following elements:
- a. Identification of positions requiring training, by program and job title. The Internal Training shall, at a minimum, be provided to all inspectors and appropriate general staff.
 - b. A schedule for the first twelve months showing the complete training plan for those positions.
 - c. Definition of the training or certification required to obtain or maintain positions within the MS4 program. Respondent shall describe the skills and on-the-job training required before an employee can undertake specific work assignments or tasks.
 - d. A description of the common data management system to be used for tracking personnel participation in, and completion of all related training.
 - e. The procedures to be used to conduct an annual review of the training program for any necessary updates, and documentation of a summary of changes made.
 - f. Internal training shall be provided to all inspectors and appropriate general staff and include training elements that ensure staff are familiar with Respondent's NPDES MS4 permit and overall MS4 program: responsibilities of all positions within the MS4 program; standard forms used; Respondent's ERP; proper inspection documentation; and the dry weather screening protocol.
 - g. External Training: This element shall describe outside skills training opportunities, that include, but are not limited to, manufacturers' training, Georgia Soil and Water Conservation Commission (GSWCC) training, and professional conferences that are made available to employees. This element shall include formalized training from stormwater professional sources to ensure all inspectors are knowledgeable with regard

to their responsibilities (e.g., industrial, construction, dry weather, HVPS, IDDE).

H. Staffing:

- a. At all times prior to termination of this AOC, Respondent shall retain at least one stormwater inspector who meets the specified qualifications in Respondent's Training Program on staff without a vacancy that extends beyond 60 days.

I. Reporting:

- a. Within 120 days of the effective date of this AOC, Respondent shall submit to the EPA a progress report providing a description of all the actions which have been taken toward achieving compliance with the above provisions that are required within 60 and 90 days of the effective date of this AOC.
 - i. If the EPA determines, after review of the progress report, that all appropriate actions have been completed in accordance with this AOC, the EPA will provide notice to Respondent.
 - ii. If the EPA determines that any items in the progress report have not been completed in accordance with this AOC, the EPA will notify Respondent, provide a list of deficiencies, and may require Respondent as appropriate to correct such deficiencies. Failure by Respondent to correct such deficiencies shall be a violation of this AOC.
- b. Within 150 days of the effective date of this AOC, Respondent shall submit to the EPA a revised SWMP that incorporates all the submittals identified within Section III (Agreement on Consent) of this AOC.
 - i. If the EPA determines, after review of the revised SWMP, that all appropriate revisions have been completed in accordance with this AOC, the EPA will provide notice to Respondent.
 - ii. If the EPA determines that any revisions to the SWMP have not been completed in accordance with this AOC, the EPA will notify Respondent, provide a list of deficiencies, and may require Respondent to modify the SWMP as appropriate to correct such deficiencies. If so required, Respondent shall modify the SWMP and submit a modified SWMP in accordance with the EPA notice. Failure by Respondent to revise the SWMP shall be a violation of this AOC.
- c. Within 270 days of the effective date of this AOC, Respondent shall submit to the EPA a second progress report providing a description of all the actions which have been taken toward achieving compliance with the above provisions that are required within 120 and 180 days of the effective date of this AOC, and providing a description of all the actions which have been taken to correct deficiencies identified by the EPA, if any, in Respondent's previous progress report submissions under this AOC.
 - i. If the EPA determines, after review of the progress report, that all appropriate actions have been completed in accordance with this AOC, the EPA will provide notice to Respondent.
 - ii. If the EPA determines that any items in the progress report have not been completed in accordance with this AOC, the EPA will notify Respondent, provide a list of deficiencies, and may require Respondent as appropriate to correct such

deficiencies. Failure by Respondent to correct such deficiencies shall be a violation of this AOC.

- d. Within 13 months of the effective date of this AOC, Respondent shall submit to the EPA all documentation required by paragraphs B.c. and D.d. above. Respondent shall submit such updated documentation to the EPA quarterly, within 30 days of the end of each quarter, for the twelve-month period following the effective date of this AOC.

46. Respondent may submit a request, in writing, for an extension of time to comply with the requirements of this AOC at least seven (7) calendar days in advance of the required completion date. Such request must include the reason(s) for the extension request and a date when compliance will be achieved. Any extension must be granted by the EPA in writing to be effective.

47. All reports, notifications, documentation, and submittals required by this AOC shall be signed by a duly authorized representative of Respondent as specified by 40 C.F.R. § 122.22 and shall include the following statement:

"I certify under the penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

All reports, notifications, documentation, and submittals required by this AOC shall be sent by certified mail or its equivalent to the following addresses:

Mr. Mark Robertson
Surface Water & Ground Water Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

and

Ms. Ania Truszczynski, Branch Chief
Watershed Protection Branch
Georgia Environmental Protection Division
2 Martin Luther King Jr. Drive
Suite 1152 East
Atlanta, Georgia 30334

IV. FINAL REPORT AND TERMINATION OF AOC

48. Within thirty (30) calendar days after the Respondent has fully completed and implemented the actions required by Section III (Agreement on Consent) of this AOC, the Respondent shall **submit for the EPA's review and approval** a final report (Final Report) that includes: (a) a description of all of the actions which have been taken toward achieving compliance with this AOC and the associated dates of completion; (b) an assessment of the effectiveness of such actions; (c) an analysis of whether additional actions beyond the scope of this AOC are necessary to further comply with the CWA and the Permit; and d) a request for termination of the AOC.

49. If the EPA determines that any requirement has not been completed and implemented in accordance with this AOC, the EPA will notify Respondent, provide a list of deficiencies, and may require Respondent to modify its actions as appropriate in order to correct such deficiencies. If so required, Respondent shall implement the modified and approved requirement(s) and submit a modified Final Report in accordance with the EPA notice. Failure by Respondent to implement any of the approved modified requirement(s) shall be a violation of this AOC.

50. If the EPA determines, after review of the Final Report or modified Final Report, that all the requirements of this AOC have been completed and implemented in accordance with this AOC, the EPA will provide notice to the Respondent and shall deem this AOC terminated.

V. GENERAL PROVISIONS

51. Respondent's compliance with this AOC does not necessarily constitute compliance with the provisions of the CWA, 33 U.S.C. § 1251 et seq., and its implementing regulations, or with the Permit. Respondent shall remain solely responsible for compliance with the terms of the CWA, its implementing regulations, this AOC and the Permit.

52. Nothing in this AOC shall constitute a waiver, suspension, or modification of the terms and conditions of the Permit, which remain in full force and effect.

53. Failure to comply with the requirements herein shall constitute a violation of this AOC and the CWA, and may subject Respondent to penalties as provided in Section 309(d) of the CWA, 33 U.S.C. § 1319(d).

54. This AOC shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any other federal, state, or local permit. Compliance with this AOC shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by the EPA.

55. Issuance of this AOC shall not be deemed as prohibiting, altering, or in any way limiting the ability of the EPA to pursue any other enforcement actions available to it under law. Such actions may include, without limitation, any administrative, civil, or criminal action to seek penalties, fines,

injunctive, or other appropriate relief, or to initiate an action for imminent and substantial endangerment under the CWA or any other federal or state statute, regulation, or permit.

56. The EPA reserves all rights and remedies, legal and equitable, available to enforce any violation cited in this AOC and to enforce this AOC.

57. Nothing in this AOC is intended to nor shall be construed to operate in any way to resolve any criminal liability of Respondent, or other liability resulting from violations that were not alleged in this AOC.

58. This AOC applies to and is binding upon Respondent and its officers, directors, employees, agents, successors, and assigns.

59. Any change in the legal status of Respondent, including but not limited to any transfer of assets of real or personal property, shall not alter the Respondent's responsibilities under this AOC.

60. Respondent admits to the jurisdictional allegations set forth within this AOC.

61. Respondent waives any and all claims for relief and otherwise available rights or remedies to judicial or administrative review which Respondent may have with respect to any issue of fact or law set forth in this AOC, including, but not limited to any right of judicial review of the AOC under the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

62. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this AOC.

63. Pursuant to Section 309(a)(4) of the CWA, 33 U.S.C. § 1319(a)(4), the EPA has sent a copy of this AOC to the State of Georgia.

64. Each undersigned representative of the parties to this AOC certifies that he or she is fully authorized to enter into the terms and conditions of this AOC and to execute and legally bind that party to it.

VI. EFFECTIVE DATE

65. This AOC shall become effective upon receipt by Mr. Chuck Warbington, City Manager, of a copy of the fully executed AOC.

IT IS SO AGREED,

BY CITY OF LAWRENCEVILLE:

Chuck Warbington, City Manager
City of Lawrenceville

Date

BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 4:

Suzanne G. Rubini
Acting Director
Enforcement and Compliance Assurance Division

Date



LAWRENCEVILLE

GEORGIA

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

Item: SU-19-07, Outdoor Storage, Ellen Moore

Department: Planning and Development

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: None

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Summary: The applicant is requesting a Special Use Permit to allow gravel parking of outdoor storage for equipment and excess parking for the Moore Power Inc. business and plaza that is located east of Plainview Drive, south of Constitution Boulevard and north of Gwinnett Drive.

Attachments/Exhibits:

CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT REZONING REPORT

CASE NUMBER	SU-19-07
APPLICANT	ELLEN C. MOORE
CONTACT	ELLEN C. MOORE
PHONE NUMBER	770.231.2817
ZONING CHANGE	-
LOCATION	191 PLAINVIEW DRIVE
PARCEL ID	R5142 116
ACREAGE	0.996
PROPOSED DEVELOPMENT	GRAVEL PARKING FOR OUTDOOR STORAGE
DEPARTMENT RECOMMENDATION APPROVAL WITH CONDITIONS	

PROJECT DATA

The applicant is requesting a Special Use Permit to allow gravel parking of outdoor storage for equipment and excess parking for the Moore Power Inc. business and plaza that is located east of Plainview Drive, south of Constitution Boulevard and north of Gwinnett Drive. The electrical contracting company has occupied suite #5 for over 20 years. This case is a result of a code enforcement violation that has been addressed and complied for; however, the question about outdoor storage of equipment remained. In 2017, the property owner applied for a variance to encroach into the front, rear, and side setback and it was approved. The approved conditions are as follows:

1. Approval of a reduction of the front yard setback requirement from fifty (50) feet to twenty-five (25) feet for the existing building.
2. Approval of a reduction of the rear and side yard buffer requirements from thirty (30) feet to distances as shown on the proposed site plan.
3. Approval of a reduction of the side yard setback requirement from ten (10) feet to two (2) feet for an open but covered loading dock.
4. Approval of a reduction of the rear yard setback requirement from forty (40) feet to ten (10) feet for an enclosed building addition.
5. All proposed building additions must be in compliance with façade requirements of Article VIII Section 8.7 of the City of Lawrenceville Zoning Ordinance.

6. Parking of vehicles or equipment on gravel is prohibited.

Per these conditions, the applicant is allowed to store his equipment on site as long as it is on a paved surface. Code enforcement indicates that the applicant has equipment on gravel, to the rear of the property. In the site plan provided, the applicant indicates that the area where he plans to store the equipment would be on gravel.

The site plan provided by the applicant specifies they plan to park the equipment to the rear and west of the property on gravel. The property has one access driveway on Plainview Drive with approximately 26 parking spaces; however, aerial photos indicate vehicles are also parked on the gravel/grass area on the southern property line. These vehicles may be from the other businesses on the property that have customers who park on the gravel at any given time when there is not enough parking spaces available on the paved surface.

The property is located in the Downtown Character Area of the 2040 Comprehensive Plan and Future Development Map. This area has the highest intensity in terms of density and mixture of uses due to the mix of businesses. This character area encourages general commercial uses as well as professional offices however, outdoor storage of heavy equipment may be appropriate if approved with staff recommended conditions. The way the property is set up; there is no room to store equipment on the rear of the building.

The surrounding area is characterized by residential and commercial uses. Adjacent to the north is a property zoned RM-12 (General Residence) developed with an apartment complex. Across Plainview Drive to the east, is a commercial property developed as a retail center that hosts businesses such as thrift stores, antique stores, and general retail as well as a coffee shop and small grocery store. Adjacent to the south is an undeveloped property zoned BG. To the west, adjacent to the property are other parcels zoned RM-12 developed with single-family residences and duplexes.

In conclusion, gravel parking for outdoor storage of equipment and excess parking may be consistent with the policies of the 2040 Comprehensive Plan and the surrounding area if approved with recommended conditions. It is understood the company has been in business at this location for 20 years, however, steps need to be taken to help beautify the city by screening undesired sights such as equipment. Therefore, the Planning and Development Department recommends **Approval with Conditions** of this request.

SU-19-07:

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 gravel parking of outdoor storage of equipment and excess parking, subject to the following enumerated conditions:

1. Outdoor storage of equipment permitted for Moore Power Inc, suite 5, which shall be limited to :
 - a. One Volvo mini excavator
 - b. Takeuchi mini excavator
 - c. Yanmar mini excavator
 - d. Case skid steer
 - e. Kubota tractor with buckets and forks.
2. The storage of equipment shall be limited to the rear of the property, to be screened by a fence and a 10 foot landscape strip along the fence to reduce or eliminate the visibility of the storage.
3. Gravel parking area must be restored.
4. Peddlers and/or parking lot sales shall be prohibited.
5. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
6. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.

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

- 1. Will the Special Use Permit proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? *Yes.***
- 2. Will the Special Use Permit proposal adversely affect the existing use or usability of adjacent or nearby property? *No.***
- 3. Does the property to be affected by the Special Use Permit proposal have a reasonable economic use as currently zoned? *Yes.***
- 4. Will the Special Use Permit 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 Permit 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 Permit 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?** *N/A.*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *None.*
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 Special Use Permit?** *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?** *The property has been in continuance use for 20 years.*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *See comments above.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Adequate office sites are available elsewhere within the city, however, this business has been at this location for 20 years.*
10. **What is the suitability of the site for the proposed Special Use Permit relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *It is suitable.*



LAWRENCEVILLE

SPECIAL USE PERMIT APPLICATION

APPLICANT: Ellen C. Moore, Agent PROPERTY OWNER: Plainview Holding, LLC
 ADDRESS: 820 Bev Ct. ADDRESS: 191 Plainview Drive
Lawrenceville, GA. 30046 Lawrenceville, GA. 30046
 TELEPHONE NUMBER: 678-410-1215 TELEPHONE NUMBER: 770-231-2807
 CONTACT PERSON: David T. Moore
 CONTACT PERSON PHONE NUMBER: 770-231-2807
 EMAIL: moorepowerinc@aol.com

PROPERTY IN QUESTION

STREET ADDRESS: 191 Plainview Dr, Lawrenceville, GA. 30046
 PROPERTY IDENTIFICATION NUMBER: (TAX PARCEL NUMBER) 5 / 142 / 116
 PRESENT ZONING: RMT2 (?) B6 ACREAGE: 0.996

DESCRIBE PROPOSED SPECIAL

USE: Store Company Equipment on Site

(4) Volvo Mini Excavator, (1) Takeuchi Mini Excavator, (1) Yanmar Mini Excavator, (1) Case Skid Steer and (1) Kubota Tractor with Buckets and Forks

David T Moore 2/12/19
 SIGNATURE OF APPLICANT DATE

Ellen C. Moore 2/12/2019
 SIGNATURE OF PROPERTY OWNER DATE

David T Moore 2/12/19
 TYPED OR PRINTED NAME DATE

Ellen C. Moore 2/12/2019
 TYPED OR PRINTED NAME DATE

Uahri 02/12/19
 NOTARY PUBLIC DATE

Uahri 02/12/19
 NOTARY PUBLIC DATE

* If there are multiple landowners for one project, each owner must file an application form, however only one fee is required. Multiple projects with one owner must file separate applications, with separate fees.

Moore Power Inc
191 Plainview Dr., Ste 5
Lawrenceville, GA 30046



DATE:: 02/09/2019

Dear Sir/Madam:

Please be advised that Ellen C. Moore, Agent for Plainview Holding, LLC located at 191 Plainview Drive, Lawrenceville, GA 30046, applied for a Special Use Permit. In order to comply with the City's Planning and Zoning Code of Ordinances the above referenced property will allow for its usage and storage of business equipment as needed. Moore Power Inc has been working as a successful Electrical contracting business at this location for over 20+ years. Their small equipment has been at this location used on and offsite for many years.

Thank you for your consideration.

Sincerely,

David T. Moore, Owner/CEO
Ellen C. Moore, Owner/ Agent
Moore Power Inc
Plainview Holding LLC
191 Plainview Drive, Ste 5
Lawrenceville, GA 30046
770-231-2807

PLAINVIEW HOLDING, LLC

191 Plainview Dr., Ste 5
Lawrenceville, GA 30046



Date: 02/14/2019

Please see the below legal description of the property located at 191 Plainview Drive, Lawrenceville, Ga 30046.

All that tract or parcel of land lying and being Land Lot 142 of the 5th Land District, Gwinnett County, Georgia, being in the City of Lawrenceville, being Lots 6 and 7, Plainview Subdivision, as shown on plat of survey for Connie Moore by S.R. Fields, surveyor, dated October 14, 1976, and more particularly described as follows:

To locate the place or point of beginning, BEGIN at the point of intersection of the southwesterly right of way line of Constitution Boulevard (formerly known as Hillside Drive) (a 50 foot right of way) with the northwesterly right of way line of Plainview Drive; run thence southwesterly along the northwesterly right of way line of Plainview Drive 70.4 feet to an iron pin, WHICH IS THE PLACE OR POINT OF BEGINNING; continue thence southwesterly along said right of way line 200.0 feet to an iron pin; run thence North 56 degrees 15 minutes West 213.3 feet to an iron pin; run thence North 29 degrees 32 minutes East 200.0 feet to an iron pin; run thence South 56 degrees 20 minutes East 222.1 feet to an iron pin on the northwesterly right of way line of Plainview Drive and the place or point of BEGINNING.

Ellen C. Moore, Agent
Plainview Holding, LLC
191 Plainview Drive, Suite 5
Lawrenceville, GA 30046



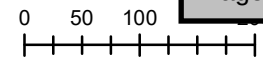
*The City of Lawrenceville
Planning & Development*

Aerial Map and Surrounding Area File # SU-19-07

Applicant:
Ellen Moore

Legend

-  Subject Property
-  Roads
-  Parcels





*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning File # SU-19-07

Applicant:
Ellen Moore

Legend

 Subject Property

 Roads

 Parcels

ZONING

 BG

 HSB

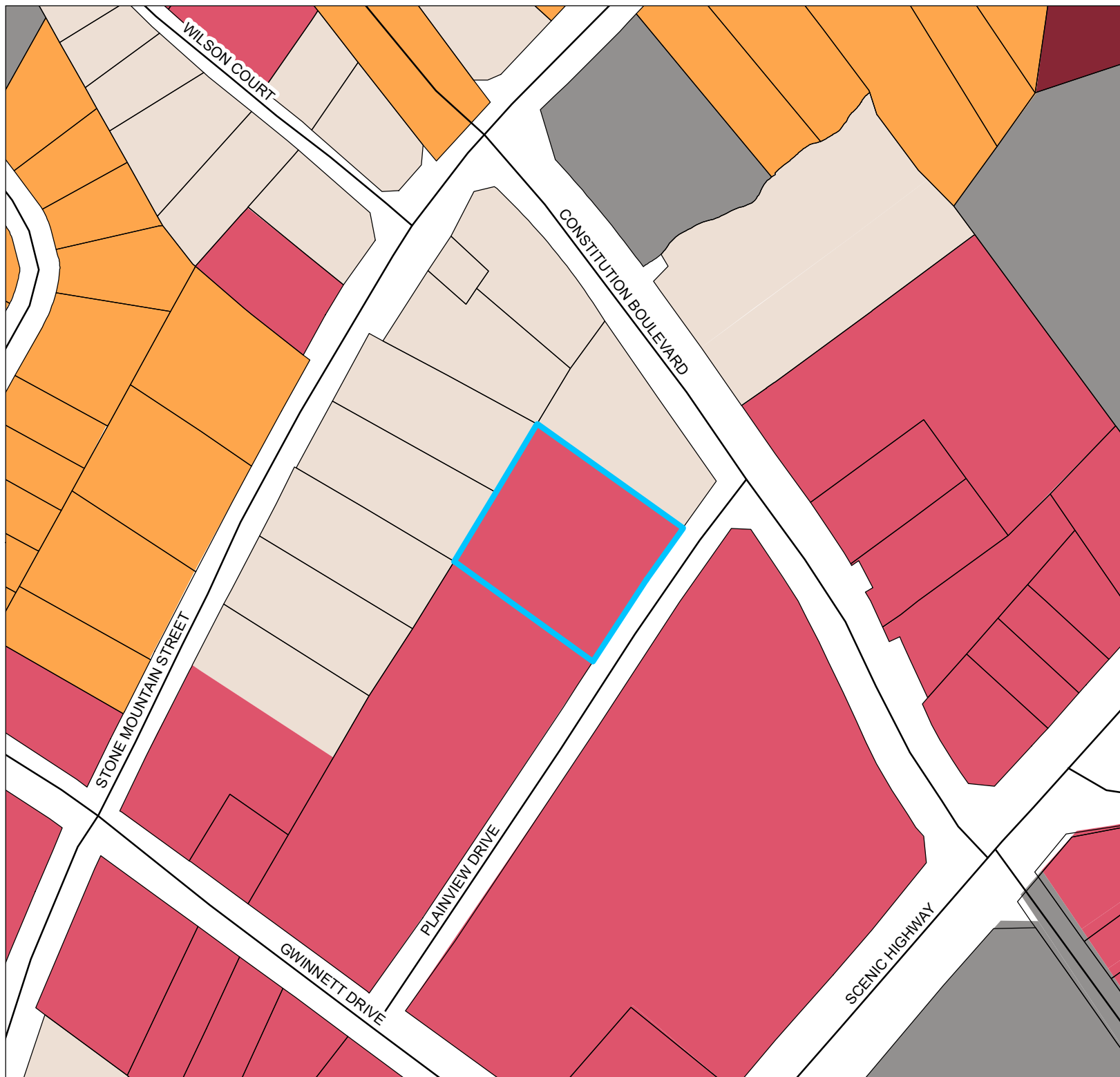
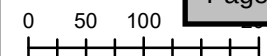
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LAWRENCEVILLE

GEORGIA

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

Item: SU-18-21, Continuance of Auto Sales, Gann Enterprises Inc.

Department: Planning and Development

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: None

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Summary: The applicant is requesting a Special Use Permit to continue to use the property as an auto sales lot. The subject property is a 2-acre parcel, zoned BG (General Business District), located on the south side of East Crogan Street and east of its intersection with Scenic Highway. The applicant is requesting the special use permit in order to bring the property into compliance with the City's Zoning Ordinance.

Attachments/Exhibits:

**CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE IN CONDITIONS AND SPECIAL USE PERMIT REPORT**

SPECIAL USE PERMIT CASE NUMBER: SU-18-21

PROPERTY OWNER: Gann Enterprises Inc.

APPLICANT NAME: Gann Enterprises Inc. c/o Andersen, Tate & Carr

PROPERTY IN QUESTION: 45 East Crogan Street

PARCEL ID NUMBERS: 5-174-042

PRESENT ZONING: BG

PROPOSED USE: Continuance of auto sales on property

ORDINANCE SECTION: 7.9

EXISTING CONDITIONS: Property is developed as a car lot with one modular office.

SITE PLAN RECOMMENDATION: None.

PROPERTY ZONING HISTORY: Per city records, the property has been BG (General Business District) since the City's incorporation.

FUTURE DEVELOPMENT MAP: Downtown Character Area

OVERLAY DISTRICT: None

ZONING RECOMMENDATION INCLUDING CONDITIONS AND SAFEGUARDS TO ENSURE CONFORMITY TO THE ZONING ORDINANCE:

The applicant is requesting a Special Use Permit to continue to use the property as an auto sales lot. The subject property is a 2-acre parcel, zoned BG (General Business District), located on the south side of East Crogan Street and east of its intersection with Scenic Highway. The applicant is requesting the special use permit in order to bring the property into compliance with the City's Zoning Ordinance.

The property is currently developed as a car lot with one modular office. Access to the property is off one right-in, right-out driveway on East Crogan Street and one unused driveway on Scenic Highway. The site plan shows the overall land to be paved but does not show lined parking spaces. The applicant proposes to place a 12 by 45-foot modular office on the northeast side of the property where the current modular office is. Per the site plan, there will be a Stormwater management facility on the southeast side of the property.

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Downtown Character Area. The character area encourages general commercial development that enhance and maintain the existing history of the City. It encourages new buildings to be complementary in scale and have their own style rather than mimicking older styles. The applicant proposes to have a modular office, however, staff recommends to make every effort to meet the Downtown Development Authority and the Architectural Review

Board's goals to improve the aesthetics of street and built environment and enhance Lawrenceville's historic quality by ensuring that new and rehabbed buildings are compatible with the character of the Downtown. With recommended conditions, the use of the property as an auto sales lot would be consistent with policies of the Comprehensive Plan and the Future Development Map.

The surrounding area is characterized by commercial uses all zoned BG (General Business District). To the north across East Crogan Street is the Rhodes Jordan Park and to the west of the park is an auto repair shop. Adjacent to the east is property used for mini-warehouses and other commercial uses that serve the residential communities farther to the east. The property adjacent to the south is developed with a dwelling and across Scenic Highway to the west is an undeveloped property.

The proposed continuance use of the property as an auto sales lot may be consistent with policies of the Comprehensive Plan, if operated with recommended conditions. Therefore, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

SU-18-20:

Approval of a Special Use Permit for the continuance use of the property as an Auto Sales Lot subject to the following enumerated conditions:

1. Auto Sales Lot as a Special Use permit in BG (General Business District) zoning.
2. The modular building shall have the appearance as if it were a permanent structure with architectural treatments such as brick, fiber cement siding, or stacked stone to maintain the intent of the Downtown Development Authority. Subject to review and approval by the Director of the Planning and Development Department.
3. No storage of disassembled cars, car parts/car body parts, tires, or other similar materials shall be permitted.
4. Any repair or servicing of vehicles shall be prohibited.
5. All display vehicles shall be parked on paved surfaces and within lined spaces.
6. Outdoor speakers or sound amplification systems shall be prohibited.
7. Exterior lighting shall be designed and directed so that it does not shine directly onto adjacent properties or right-of-way.
8. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
9. Sign-walkers and sign-twirlers shall be prohibited.
10. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease, or an application shall be made for renewal of the Special Use Permit.

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 1
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?** *There is benefit to the property owner and public.*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The requested Special Use Permit will not impose any hardship upon the individual property owner.*
5. **What is the suitability of the subject property for its current zoning?** *The proposed use is compatible with the existing principal use and neighboring uses.*
6. **What is the suitability of the subject property for the proposed zoning?** *No rezoning is proposed.*
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?** *The property has been occupied continuously.*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The proposed accessory use is considered compatible with recommendations of the Downtown Character Area.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Automobile sales require a Special Use Permit.*
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 proposed use will not require additional variances or exceptions.*

LETTER OF INTENT FOR SPECIAL USE PERMIT APPLICATION
OF GANN ENTERPRISES, INC.

Andersen Tate & Carr, P.C. submits this Letter of Intent and attached Special Use Permit Application (“Application”) on behalf of the property owner, Gann Enterprises, Inc. (the “Applicant”) for the purpose of requesting a special use permit for the continued use of an automobile sales business on an approximate 2.032-acre tract located at the intersection of Scenic Highway (State Route 124) and East Crogan Street (the “Subject Property”). The Property is currently zoned BG.

The Applicant is requesting a special use permit in order to bring the current use of the Property into compliance with the requirements of the 2005 City of Lawrenceville Zoning Ordinance, which will include paving the property. The Subject Property is located at the intersection of two major transportation corridors and the surrounding area is characterized by commercial uses. Specifically, the Subject Property is surrounded by an auto repair business to the North and a self-storage facility to the East.

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

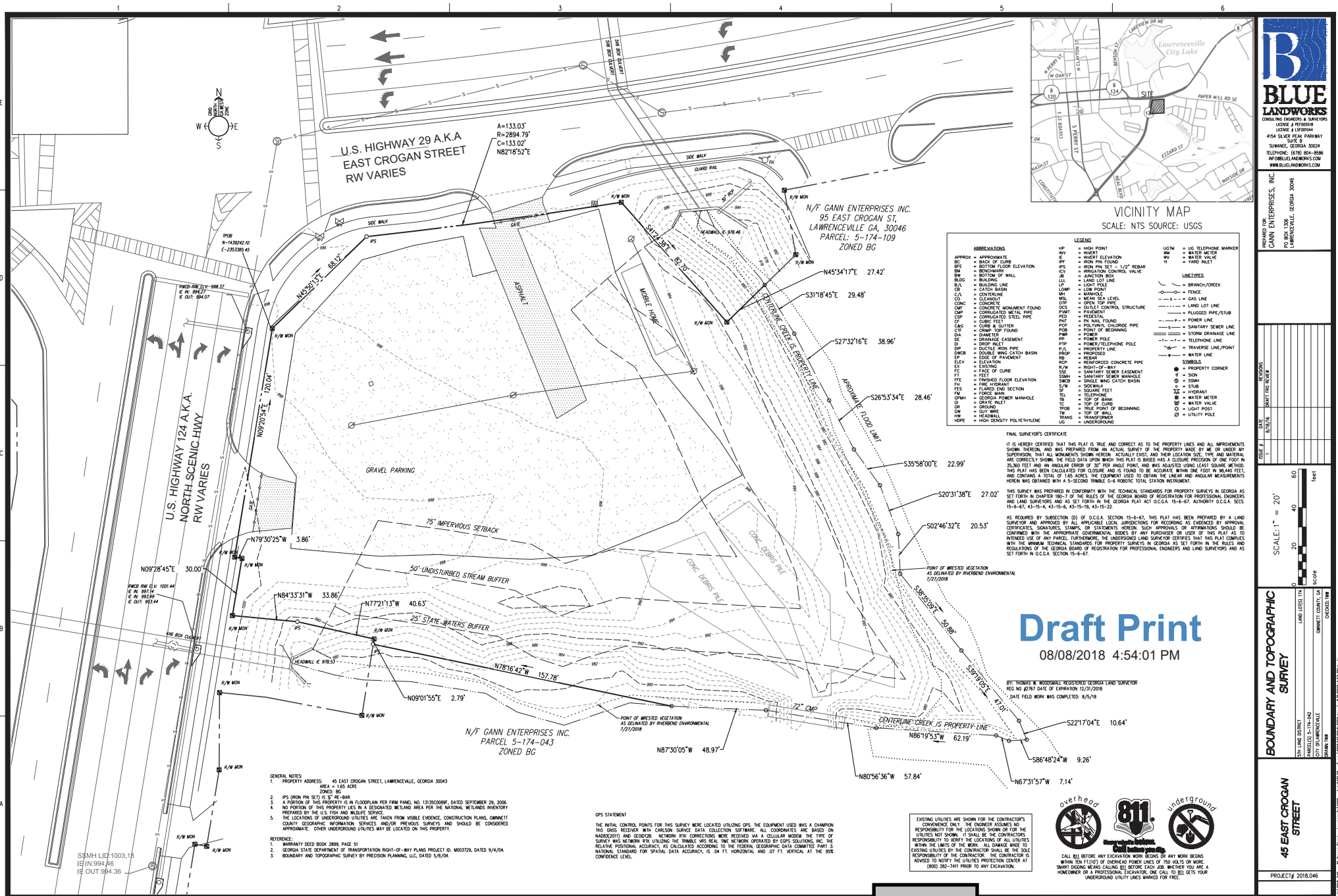
Respectfully submitted this 14th day of December, 2018.

ANDERSEN TATE & CARR, P.C.


Melody A. Glouton, Esq.
Attorneys for Applicant

PROPERTY DESCRIPTION

BEGINNING at the point of intersection of the south right of way line of U. S. Highway 29 with the east right of way line of Lawrenceville-Snellville Highway; run thence easterly along the southerly right of way line of U. S. Highway 29, a/k/a Lawrenceville-Winder Highway, a distance of 165 feet, more or less, to the point at which said right of way line is intersected by the centerline of a creek; run thence southerly along the centerline of said creek (which creek is sometimes known as Arnold Branch) and continuing southwesterly along the centerline of a stream sometimes known as Cemetery Branch, to a point on the north line of property now or formerly owned by Edmonds; run thence westerly along the north line of said Edmonds property 250 feet, more or less, to a point on the east right of way line of the Lawrenceville-Snellville Highway; run thence northeasterly along said right of way line a distance of 239 feet, more or less to the point of intersection of the east side of the Lawrenceville-Snellville Highway with the south right of way line of U. S. Highway 29, which is the place or point of beginning.





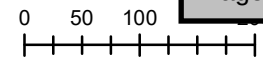
*The City of Lawrenceville
Planning & Development*

Aerial Map and Surrounding Area File # SU-18-21

Applicant:
Gann Enterprises Inc.

Legend

- Roads
- Parcels





The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning File # SU-18-21

Applicant:
Gann Enterprises Inc.

Legend

 Subject Property

 Roads

 Parcels

ZONING

 BG

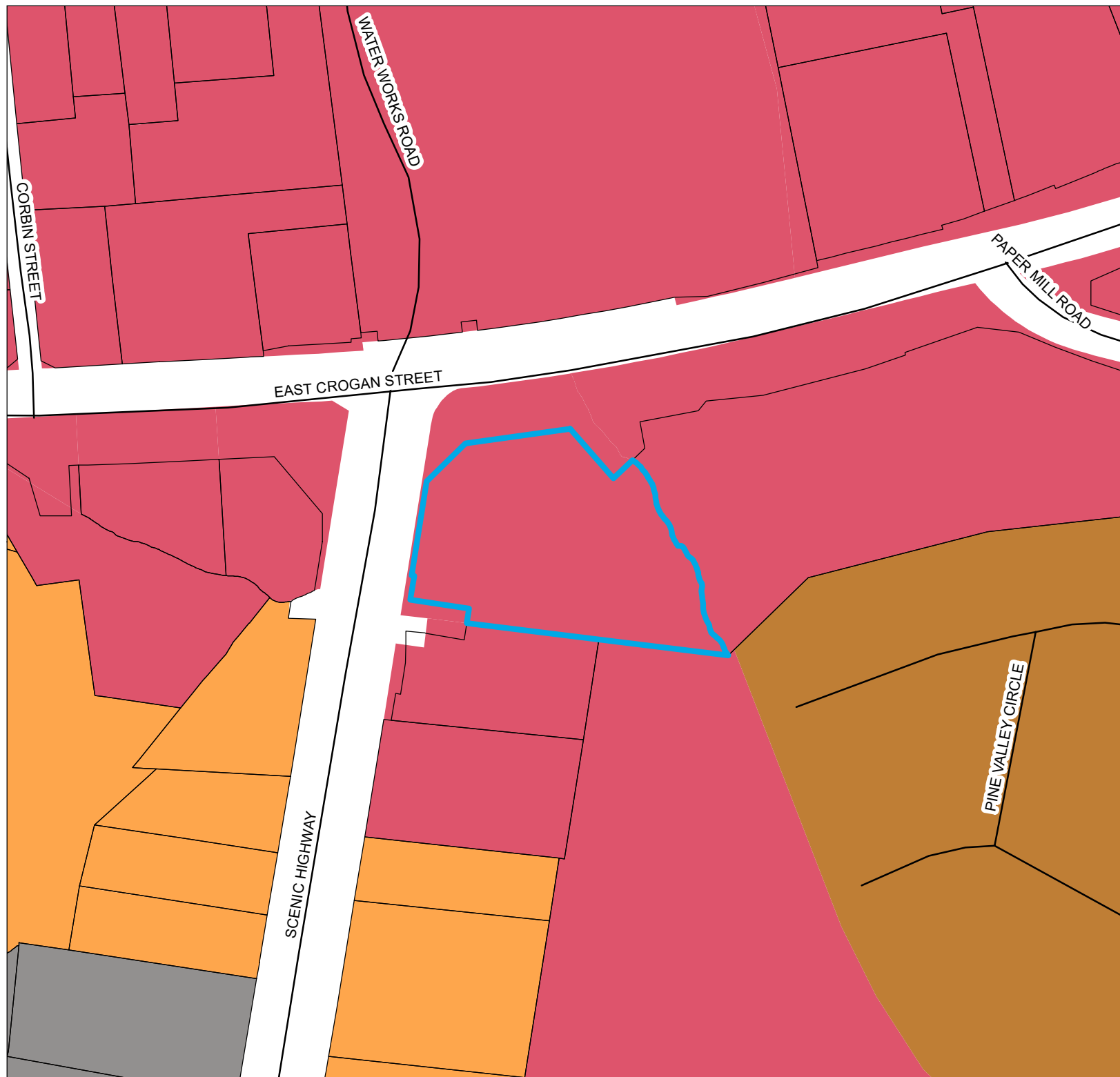
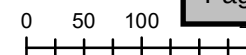
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LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: COUNCIL BUSINESS / OLD BUSINESS

Item: Heritage Trail Medallion Committee

Department: Communication and Community Development

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: None

Presented By: Lisa Sherman

Action Requested: Appoint the suggested Committee Members for the Heritage Trail Medallion Committee and Adopt the Proposed Selection Process

Summary: Mayor Judy Jordan Johnson together with City Staff recommend that a small committee of strategically knowledgeable historians be approved and appointed by Council to help make selection for future honorees. Recommendation for committee members, size, mission and the selection process are outlined in the attachment to this agenda item.

Attachments/Exhibits:
Heritage Trail Medallion Process 2019.pdf



LAWRENCEVILLE

GEORGIA

Proposal for the Future Selection of Heritage Trail Medallion Honorees *May 15, 2019*

Committee Recommendation

Mayor Judy Jordan Johnson together with City Staff recommend that a small committee of strategically knowledgeable historians be approved and appointed by Council to help make selection for future honorees. The recommended committee size shall be five members comprising **Mr. Elliott Brack, Ms. Mary Frazier Long, Ms. Theresa Bailey, Ms. Patsy Price and Ms. Gloria James.**

Committee Mission

Create a list of 15-20 names of historically significant figures to Lawrenceville's 200-year history for the purpose of honoring these individuals with medallions along the Heritage Trail while simultaneously telling Lawrenceville's story through the biographies of these individuals and their contributions to Lawrenceville and Gwinnett's growth.

Selection & Implementation Process

The selection and implementation process will follow these steps:

1. Committee will meet as often as needed (5-6 times) over the course of one-year to develop a list of recommended recipients for Heritage Trail Medallions.
2. This list will take into consideration the following:
 - a. The existing list of nominees for which Medallions have yet to be awarded.
 - b. The list of current Medallions installed along the trail. This will highlight any gaps and/or egregious omissions that should be incorporated for consideration due to the "telling" of Lawrenceville's story.
 - c. The historical knowledge of the committee members that would shape the list of names that should be considered to support the mission.
3. Once the list has been finalized by the committee, the committee's staff liaison will review the recommended list one on one with Council members to ensure all details have been considered prior to public presentation of the list.
4. The committee will then bring a final and complete list before Council for consideration and approval.
5. Once approved, City Staff will execute the installation of these medallions – two each year with one in the spring and one in the fall, surrounded by a brief ceremony commemorating the install and affording PR opportunity for the project.
6. The execution of the installation process will continue on an annual basis until all names on the list have been installed. Names will be installed over this time frame in alphabetical order, according to the last name of the honoree.
7. When the final 2 names are ready to be installed, staff will request a meeting with the Mayor at that time to re-appoint a History committee who can repeat this process for the City for the next several years.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL MEETING JUNE 3, 2019
AGENDA CATEGORY: OLD BUSINESS

Item: Approval of Budget Resolution Adopting the FY 2020 Budget

Department: Finance

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: FY 2020 Proposed Budget

Presented By: Keith Lee

Action Requested: Adoption of FY 2020 Budget

Summary: This is an agenda item to consider the adoption of the FY 2020 Proposed Budget. The City is considering the FY 2020 budget for General Fund, Water Fund, Electric Fund, Gas Fund, other Operating Funds as well as the Capital Projects Funds.

Background: Work Session

Fiscal Impact: FY 2020 Proposed Budget

Attachments/Exhibits:

Budget Resolution 2020

Attachment A

Attachment B

Attachment C

FY 2020 Proposed Budget 5-22-2019

RESOLUTION _____

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2020 FOR EACH FUND OF THE CITY OF LAWRENCEVILLE, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED FISCAL YEAR 2020 REVENUES; AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.

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

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

WHEREAS, advertised public hearings have been held on the 2020 Proposed Budget, as required by State and Local Laws and regulations; and

WHEREAS, the Mayor and Council decrees that the Proposed 2020 Budget shall in all cases apply to and control the financial affairs of City departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

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

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

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

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

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

BE IT FURTHER RESOLVED that the Five-Year Capital Project Plan as specified in Attachment B is accepted, as specified herein, with multiple-year project budgets as provided for in Official Code of Georgia Annotated Section § 36-81-3(b)(2); and

BE IT FURTHER RESOLVED that transfers of appropriations in any Fund among the

various categories within a Department shall require only the approval of the City Finance Director so long as the total budget for each Department is not increased; and

BE IT FURTHER RESOLVED that the 2020 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the Mayor and Council, except in the following cases where authority is granted to:

I. The City Manager to:

- (a) set fee structures provided that they are not restricted by rate setting policies and agreements approved by the Mayor and Council;
- (b) transfer funds from Department budgets to establish Capital Projects for amounts matching the City Procurement Ordinance City Manager authorization;
- (c) transfer funds within a capital project from fund or program contingencies and/or savings in existing projects to establish new projects for amounts matching the City Procurement Ordinance City Manager authorization;

II. The City Finance Director to:

- (a) allocate funds to appropriate Department from insurance proceeds and/or from the Casualty and Liability Insurance for the replacement or repair of damaged equipment items within existing approved policies and procedures;
- (b) allocate funds to appropriate Department or Agency or Fund from insurance proceeds and/or from the Worker's Comp and/or Health Insurance funds for the payment of claims as approved by the appropriate adjusting third party management company;
- (c) allocate funds from the established contingency to appropriate Department or Agency for required expenses as approved by Mayor and Council;
- (d) allocate funds from Non-Departmental contingencies and reserves to cover existing obligations/expense in accordance with the intent and actions of the Mayor and Council; however, in no case shall appropriations exceed actual available funding sources; allocate funds from established reserves for leave balances at retirement; transfer funds resulting from salary savings or transfer balances resulting from under expenditures in operating accounts into contingencies or reserves;
- (e) authorize preparation and submission of applications for grant funding; however, acceptance of all grant awards is subject to the approval of the Mayor and Council
- (f) adjust revenue and appropriation budgets to capital projects as necessary to

incorporate grant awards previously approved by the Mayor and Council;

- (g) adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets as approved by Mayor and Council;

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

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

BE IT FURTHER RESOLVED that the budget includes an average compensation increase for employees of 3.7 percent, which includes a Cost of Living Allocation of 1.2 percent and an average Merit Allocation of 2.5 percent; and

BE IT FURTHER RESOLVED that the City Council hereby approves allocated positions as outlined in Attachment C and shall approve increases in authorized positions. Vacant positions and associated budget may be reallocated within the same Department or reassigned to another Department and filled authorized positions and associated budget may be reassigned at the same grade level between Departments with authorization of the City Manager. All changes are authorized within the pay and classification plan approved by Council June 21, 2017 and the City Manager is authorized to approve changes in individual salaries in conformity with the adopted plan and existing City policies.

IT IS SO RESOLVED THIS _____ day of _____, 2019

Judy Jordan Johnson, Mayor

ATTEST:

Karen Pierce, City Clerk

FISCAL YEAR 2020

ATTACHMENT A

GENERAL FUND	\$	28,703,548
CITY ADMINISTRATION	\$	4,646,975
COMMUNICATIONS AND COMMUNITY DEVELOPMENT	\$	1,379,618
COURT	\$	967,020
DAMAGE PREVENTION	\$	1,337,717
ENGINEERING	\$	481,333
FINANCIAL SERVICES	\$	2,688,365
HUMAN RESOURCES	\$	1,675,143
IT/DATA PROCESSING	\$	1,590,610
PLANNING & ZONING	\$	1,190,062
POLICE	\$	9,313,152
PUBLIC WORKS	\$	1,797,103
PURCHASING	\$	183,310
STREET	\$	1,453,140
CONFISCATED ASSETS FUND	\$	60,000
CONFISCATED ASSETS LOCAL	\$	65,000
E-911 FUND	\$	1,064,055
HOTEL/MOTEL TAX FUND	\$	330,000
RENTAL MV EXCISE TAX FUND	\$	92,000
SOLID WASTE FUND	\$	1,707,670
STORMWATER UTILITY FUND	\$	2,715,300
WATER FUND	\$	4,704,782
ELECTRIC FUND	\$	37,516,110
GAS FUND	\$	48,656,047
HEALTH INSURANCE FUND	\$	6,395,400
WORKERS COMPENSATION FUND	\$	775,075
RISK AND LIABILITY FUND	\$	651,000
FLEET SERVICES FUND	\$	1,756,545
CAPITAL PROJECTS FUND	\$	20,621,915
2017 SPLOST FUND	\$	11,465,756
Grand Total	\$	167,280,203

FISCAL YEAR 2020
ATTACHMENT B

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024
Bonds						
School within a school Bonds		\$5,500,000				
Home First Initiative Bonds		\$5,000,000				
LPAC Expansion (BOR and Aurora) * Partial Funding Bonds	\$26,500,000					
	\$26,500,000	\$10,500,000				

FISCAL YEAR 2020
ATTACHMENT B

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
		07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024
SPLOST	SPLOST						
Adminstrative Facilities	SPLOST						
Cultural Facilities							
Aurora Expansion (includes \$1M SPLOST Contingency)	SPLOST	\$1,965,756	\$115,071				
Civic Spaces (Lawn/Hooper/Library)	SPLOST	\$2,000,000	\$700,000				
Parking Facilities	SPLOST		\$2,500,000				
Recreational Facilities	SPLOST	\$700,000					
Roads, Streets, Bridges (City)	SPLOST						
Nash Street	SPLOST						
Sr 120/SR 316 Slip Ramp	SPLOST	\$100,000					
SR 120 Gap Sidewalks	SPLOST	\$250,000					
Paper Mill Road Imp	SPLOST	\$100,000	\$900,000				
Greenway/Trails	SPLOST	\$0	\$167,500	\$1,300,000			
Five Forks/Stone Mtn	SPLOST	\$1,250,000					
GGC Corridor	SPLOST	\$1,000,000					
Undefined Conceptual Design	SPLOST						
Contingency	SPLOST						
Roads, Streets, Bridges (City/County) 2017 SPLOST	SPLOST JOINT						
Nash Street	SPLOST JOINT	\$1,000,000					
Sr 120/SR 316 Slip Ramp	SPLOST JOINT	\$250,000	\$300,000				
SR 120 Gap Sidewalks	SPLOST JOINT		\$500,000				
Paper Mill Road Imp	SPLOST JOINT	\$100,000	\$1,000,000				
Five Forks Tirckum	SPLOST JOINT	\$2,750,000					
Contingency	SPLOST JOINT						
		\$11,465,756	\$6,182,571	\$1,300,000	\$0	\$0	\$0

FISCAL YEAR 2020
ATTACHMENT B

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
		07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024
General Fund							
Parking Facilities	General		\$5,000,000				
Renovate Existing Fueling Station (Clayton) to a Park	General	\$750,000					
New Fueling Station (Pike)	General	\$750,000					
Culver Street Improvements	General	\$1,000,000					
Redevelopment	General	\$3,000,000	\$2,500,000				
GDOT Surplus Properties	General	\$500,000					
Honest Ally Dumpster	General	\$750,000					
Lawrenceville Housing Authority	General	\$500,000					
LPAC Site	General	\$500,000					
Paper Mill Environmental	General	\$450,000					
GIS Strategic Plan & Implementation	General	\$500,000	\$477,500	\$244,500			
Upgrade Financial/ERP Systems	General	\$354,211	\$133,000	\$225,000			
Refresh City Hall Servers & Data Storage	General	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000	\$32,000
Refresh City Hall Workstations & Laptops	General	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Microsoft Enterprise Agreement	General	\$63,360	\$63,360	\$63,360			
Refresh Police Department Workstations & Laptops	General	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
Replace Existing Copier/Printer/Fax	General	\$7,650					
Replace Existing Copier/Printer/Fax	General	\$7,700					
Replace Police Dept. Telephone System	General	\$10,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Avaya "Call Center" System	General	\$25,000					
Speed Detection Devices (LIDAR)	General	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
Speed Detection Devices (RADAR)	General	\$8,849	\$8,849	\$8,849	\$8,849	\$8,849	\$8,849
Body Armor	General	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
55 Tasers	General	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
75 9MM Primary Pistols	General	\$12,000	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600
75 9MM Backup Pistol Weapons	General	\$10,750	\$3,225	\$3,225	\$3,225	\$3,225	\$3,225
Police Radios	General	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000
City Hall Water Heater Replacement	General	\$42,500					
Janitorial Equipment	General	\$10,000					
Police HVAC Control System	General	\$26,000					
Scissor Lift	General	\$10,000					
Downtown S/W/Brick Impr/Repair	General	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
ALC-17 Self Contained Leaf Vac	General	\$64,000					
Lawn Improvements - Shade Structure	General	\$24,000					
Street Resurfacing	General	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000
Sidewalk Maintenance and Infill	General	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Vehicle Replacement Program	General	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000
		\$12,190,120	\$11,006,634	\$3,365,634	\$2,832,774	\$2,832,774	\$2,832,774

FISCAL YEAR 2020
ATTACHMENT B

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
		07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024
Water Fund							
Jackson Street 8" Water Line @ Hotel Area	Water	\$87,000					
Vehicle/Equipment Replacement	Water		\$15,000	\$31,000	\$48,000	\$66,000	\$68,000
Water Meter Replacement	Water		\$40,000	\$82,500	\$127,500	\$175,000	\$180,000
Water Line Replacement	Water		\$250,500	\$515,500	\$795,750	\$1,092,000	\$1,124,000
Water Plant Replacement	Water		\$75,000	\$154,500	\$238,500	\$327,000	\$336,000
Telemetry	Water		\$22,725	\$47,000	\$72,750	\$100,000	\$103,000
		\$87,000	\$403,225	\$830,500	\$1,282,500	\$1,760,000	\$1,811,000
Electric Fund							
Pole Inspection and Replacemen	Electric	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000	\$390,000
Place Electric Facilities in Downtown Und rground	Electric	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Tree Trimming	Electric	\$175,000	\$175,000	\$180,000	\$180,000	\$185,000	\$185,000
Street Light Upgrade to LED	Electric	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000	\$80,000
Gang Switch Installation and Replacement	Electric	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Underground Cable Replacement	Electric	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
New Services (Reimbursable) FY 2020 GJAC / South Lawn Townhomes	Electric	\$675,000	\$675,000	\$675,000	\$675,000	\$675,000	\$675,000
Chestnut St, Parking Deck, and Hotel Area Improvements	Electric	\$610,000					
Replace excavator	Electric		\$60,000				
		\$2,195,000	\$1,645,000	\$1,590,000	\$1,590,000	\$1,595,000	\$1,595,000

FISCAL YEAR 2020
ATTACHMENT B

		FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
		07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024
Gas Fund							
Independence Subdivision	Gas	\$200,000					
Loganville - Steel Pipe Replacement	Gas	\$365,000					
Installation of New Services to Residents & Commercial	Gas	\$473,800	\$473,800	\$473,800	\$473,800	\$473,800	\$473,800
Materials for the New Mains & Services	Gas	\$128,750	\$128,750	\$128,750	\$128,750	\$128,750	\$128,750
Installation of New Gas Mains	Gas	\$568,820	\$568,820	\$568,820	\$568,820	\$568,820	\$568,820
Meter Change-Outs	Gas	\$270,000	\$270,000	\$272,000	\$272,000	\$272,000	\$455,000
Black Plastic Replacement Phase 1&2	Gas	\$225,000	\$225,000				
Hwy. 138 - DOT Project/ Pressure Improvement (Walton County)	Gas	\$500,000	\$500,000				
Stone Mtn St / Five Forks Gas Replacement	Gas	\$253,230					
Excavator (Replac ment - 2)	Gas	\$110,000					
Right-of-way ATV	Gas	\$20,000					
Replace Old Bridge Crossing - Buford Drive @ Born St	Gas	\$75,000					
Gas Line Improvement @ Hotel Area	Gas	\$12,000					
Pressure Improvement-Sharon Church Rd	Gas		\$390,000				
Hwy 20 Loganville - DOT Project	Gas		\$200,000	\$600,000			
King Arthur - Steel Pipe Replacement	Gas		\$145,000				
Replace Directional Boring Rig	Gas		\$325,000				
DOT Project - Hwy 138 East of Hwy 20	Gas		\$215,000				
Pressure Improve.-Two Reg Stations off 12" Pipeline	Gas		\$125,000				
Replace Old Bridge Crossing - L'ville & Craigdale @CSX	Gas			\$75,000			
Replace Old Bridge Crossing - Alcovy @ River	Gas			\$65,000			
Replace Old Pipe - WG Trailer P rk	Gas			\$150,000			
Replace Old Pipe - Old Grayson	Gas			\$60,000			
Replace Old Pipe - LeMesa	Gas			\$140,000			
TD Williams Tapping Equipment	Gas			\$90,000			
Pressure Improvement-Walter Bennett Rd.	Gas			\$45,000			
Azalea Drive Steel Replacement	Gas			\$80,000			
Industrial Park Drive and Harris Steel Replacement	Gas			\$110,000			
Lendon Lane Steel Replacement	Gas			\$50,000			
Pine Valley Trailer Park Steel Replacement	Gas			\$150,000			
Morningside Drive Steel Replacement	Gas			\$100,000			
Village Way Steel Replacement	Gas			\$150,000			
Walnut Grove Trailer Park Steel Replacement	Gas			\$150,000			
Phillips Street Steel Main Replacement	Gas				\$80,000		
North And East Side Pre sure Improvement	Gas				\$750,000	\$750,000	
Rectifier Replacements	Gas				\$25,000	\$25,000	
Ground Bed Updates	Gas				\$65,000	\$65,000	
Excavator Replacement	Gas					\$75,000	
Hi-Hope Regulator Station Upgrade/Replacement	Gas						\$240,000
Case Backhoe Replacement	Gas						\$75,000
Tencher (Replacement)	Gas						\$120,000
Vintage Plastic Replacement	Gas						\$500,000
ERT Replacement	Gas						\$500,000
CNG Trailer GTM1350	Gas						\$95,000
CNG Compressor Rebuild	Gas						\$20,000
Dewey Hogan Pressure Improvement	Gas						\$75,000
Collins Hill @ 316 6"PE Pressure Improvement	Gas						\$90,000
Shannon Road Pressure Improvement	Gas						\$100,000
Grady Smith Pressure Improvement	Gas						\$75,000
Station Valve Instillation	Gas						\$350,000
Replace Old Bridge Crossing - Brooks Rd. @ Alcovy	Gas						\$85,000
		\$3,201,600	\$3,566,370	\$3,458,370	\$2,363,370	\$2,358,370	\$3,951,370

FISCAL YEAR 2020
ATTACHMENT B

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024
Solid Waste Fund						
Standardized Garbage Cans for ResidentialSolid Waste	\$450,000					
	\$450,000	\$0	\$0	\$0	\$0	\$0
Storm Water Fund						
Storm Water MaintenanceStorm Water	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195
	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195
Fleet Fund						
	\$0	\$0	\$0	\$0	\$0	\$0
	\$20,621,915	\$19,119,424	\$11,742,699	\$10,566,839	\$11,044,339	\$12,688,339

FISCAL YEAR 2020
ATTACHMENT B

	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	07/2019 - 06/2020	07/2020 - 06/2021	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2023 - 06/2024
Total Capital	\$32,087,671	\$25,301,995	\$13,042,699	\$10,566,839	\$11,044,339	\$12,688,339
General	\$12,190,120	\$11,006,634	\$3,365,634	\$2,832,774	\$2,832,774	\$2,832,774
SPLOST	\$7,365,756	\$4,382,571	\$1,300,000	\$0	\$0	\$0
SPLOST Joint	\$4,100,000	\$1,800,000	\$0	\$0	\$0	\$0
Water	\$87,000	\$403,225	\$830,500	\$1,282,500	\$1,760,000	\$1,811,000
Electric	\$2,195,000	\$1,645,000	\$1,590,000	\$1,590,000	\$1,595,000	\$1,595,000
Gas	\$3,201,600	\$3,566,370	\$3,458,370	\$2,363,370	\$2,358,370	\$3,951,370
Solid Waste	\$450,000	\$0	\$0	\$0	\$0	\$0
Storm Water	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195	\$2,498,195
Fleet Services	\$0	\$0	\$0	\$0	\$0	\$0

		Existing		FY 2020		Total
	General Fund	Full-Time	Part-Time	Full-Time	Part-Time	
100	City Manager	3	1			4
100	Clerk	2				2
100	Communications	5				5
100	Damage Prevention	14				14
100	Engineering	3				3
100	Finance	12	1			13
	Customer Service	6				6
	Meter (Field Customer Service)	8				8
100	Human Resources	3				3
100	IT/Data Processing	10		2		12
100	Court	7				7
100	Police	85				85
100	Purchasing	2				2
100	Public Works	6				6
100	Planning & Development	13				13
100	Street	19				19
	Total 100 Fund	198	2	2		202
	E-911 Fund					
215	E-911	13				13
	Water Fund					
505	Water	9				9
	Electric Fund					
510	Electric	17				17
	Gas Fund					
515	Gas	43				43
	Solid Waste Fund					
540	Sanitation	12				12
	Stormwater Fund					
560	Stormwater	1				1
	Fleet Fund					
620	Fleet	8				8
	Total FTE's	301	2	2	0	305



**FY 2020
Proposed
Budget
Work Session**

May 22, 2019



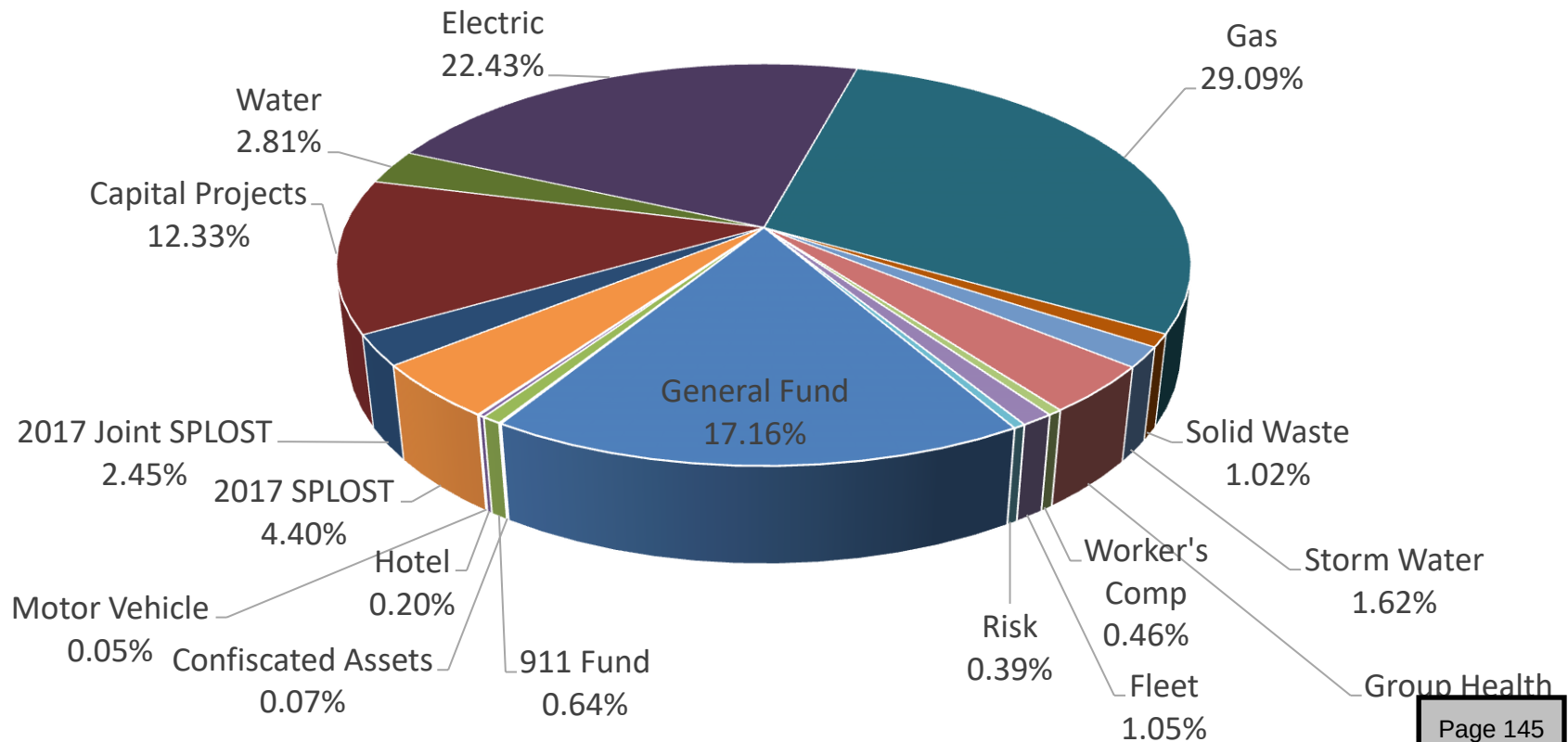
Agenda

- **Budget Overview**
- **Budget Hearing**
- **Discussion on Capital**
- **Proposed Salary Adjustments**
- **New Positions**
- **Contingency**
- **New Initiatives**
- **Council Considerations**



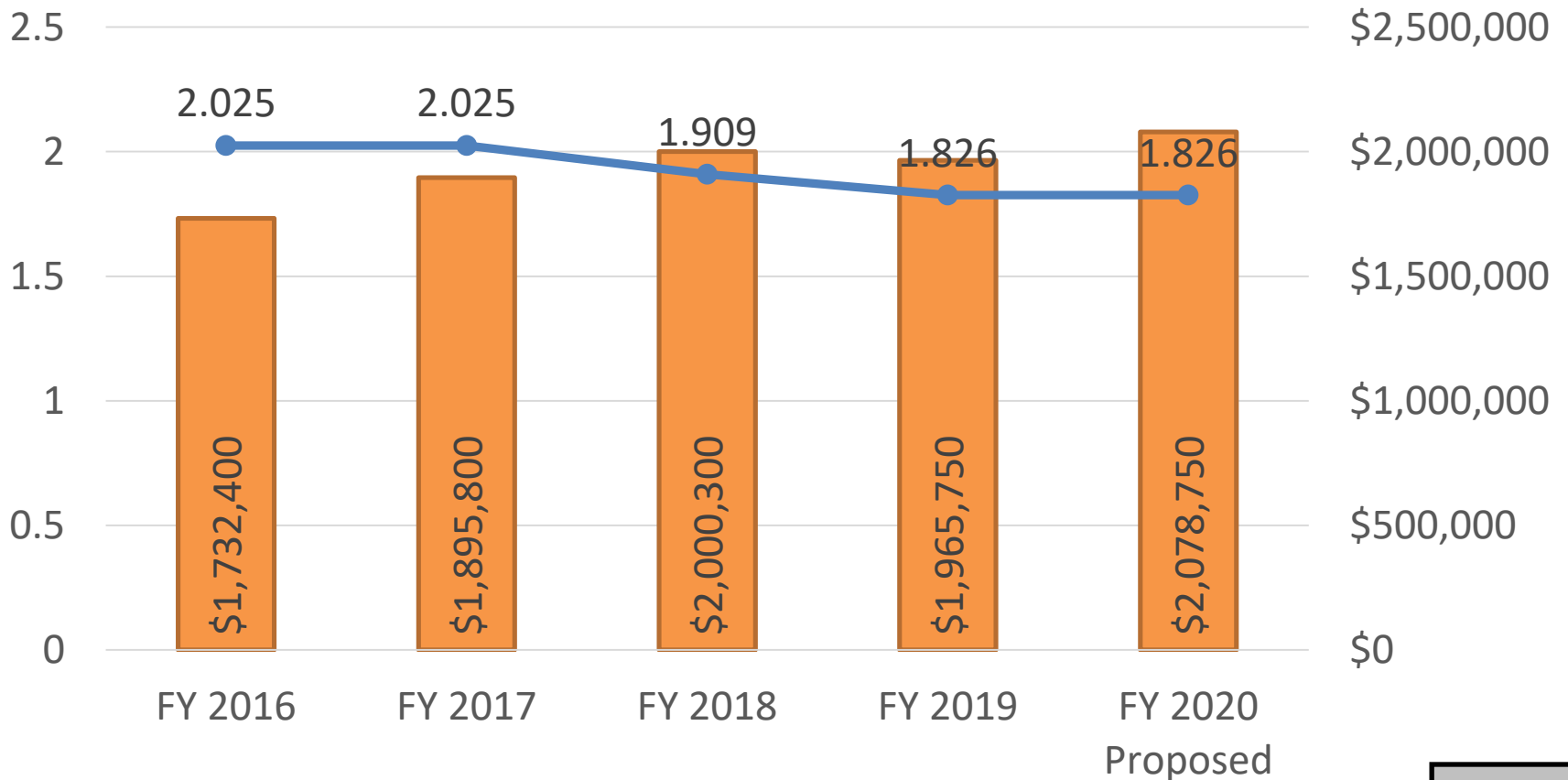
All Funds

- \$167,280,203 Proposed Budget





5 Year Millage History



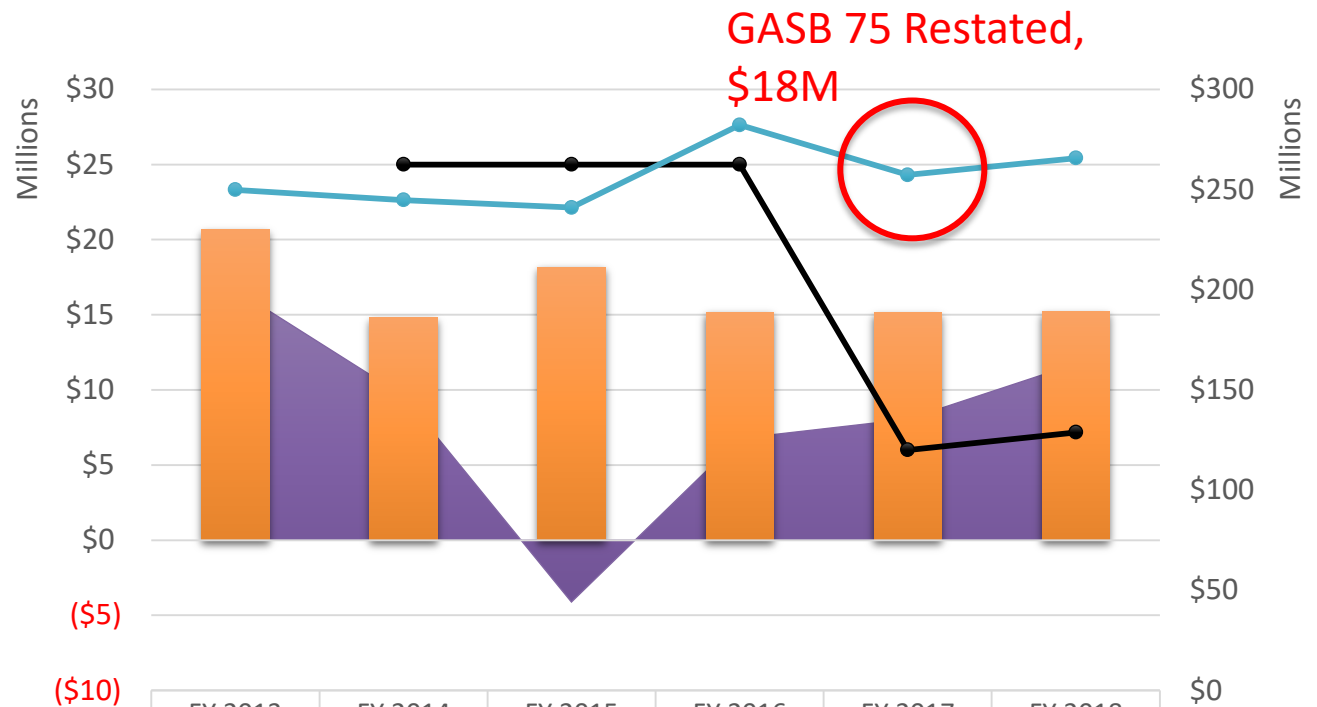


Millage Comparison (Current)

	M & O	Bond	Incorporated Gwinnett	Gwinnett School	Gwinnett School Bond	Total	\$150,000
Unincorporated Gwinnett	9.169			19.800	1.950	30.919	\$1,855
Dulth	6.551		7.209	19.800	1.950	35.510	\$2,131
Lawrenceville	1.826		7.209	19.800	1.950	30.785	\$1,847
Norcross	5.749		7.209	19.800	1.950	34.708	\$2,082
Snellville	4.588		7.209	19.800	1.950	33.547	\$2,013
Suwanee	3.430	1.500	7.209	19.800	1.950	33.889	\$2,033



Millage Comparison (Current)



	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
Unassigned Fund Balance	\$16,674,036	\$9,596,000	(\$4,123,000)	\$6,766,000	\$8,036,000	\$11,734,694
General Fund Fund Balance	\$20,655,923	\$14,800,000	\$18,162,000	\$15,172,000	\$15,135,000	\$15,202,044
Fund Balance Policy		\$25,000,000	\$25,000,000	\$25,000,000	\$6,000,000	\$7,175,750
Net Position Governmental Activity	\$249,856,558	\$244,769,000	\$241,025,000	\$282,166,000	\$257,244,259	\$265,656,931



Personnel – Salary Adjustments

- Proposed FY 2020 Salary Adjustments
 - Cost of Living Adjustments
 - Adjust all salaries by 1.2%
 - Merit Adjustments
 - Funding for an average increase of 2 steps, based on performance
 - Each step is 1.25%, 2 steps would be an average 2.5% increase
 - Step increases may be 0, 1, 2, or 3
 - Both are effective January 1, 2020



Personnel – New Positions

- Proposed two new positions
 - GIS Manager
 - GIS Technician



General Fund - Contingency

- Contingency
 - \$1,000,000 for Contingency (decrease of \$474,595)
 - Impact of Ingles Closing
 - Electric
 - Gas
 - Historical



New Initiatives

- **Credit Card Processing Fees**
 - \$257,530 for Credit Card Processing (increase of \$224,190)
 - Propose to absorb online processing fees in an effort to increase online payments
- **Live Entertainment**
 - \$163,700 for Live Entertainment (increase of \$41,950)



New Initiatives

- **Lawn Maintenance**
 - \$425,000 for Landscape Maintenance (increase of \$125,000)
 - Added maintenance for 316 at 120
 - Added maintenance for Bi-Centennial Plaza
- **Custodial Services**
 - \$50,000 for Custodial Service (decrease of \$130,000)
 - Transition to Full-Time Staff
- **Billing of Utilities/Storm Water**
 - \$444,705 for Billing Utilities for City Facilities (New)
 - \$290,000 for Storm Water Fees (New)



Council Considerations

- Property at Scenic Highway and Crogan St/US 29
 - Add or leave unfunded.
- Abernathy Park in Sandy Springs and talked about buying property for parks, trails/greenspace/walkways.
 - Add or leave unfunded.
- Directional Signs
 - Some Funding in Streets, add additional funding?
- Elected Official Salaries
 - Add or leave unfunded.
- Other Items
 - See Handout

Next Steps

- Monday, June 3-Council Meeting
 - Adopt Budget at Regular Council Meeting (7:00PM)



LAWRENCEVILLE
GEORGIA

Questions



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GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION JUNE 3, 2019
AGENDA CATEGORY: COUNCIL BUSINESS / NEW BUSINESS

Item: Construction Engineering and Inspection Services and Material Testing for GGC Corridor Phase 2

Department: Engineering Department

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: Not to exceed \$494,131.00

Presented By: Dennis Billew

Action Requested: Award Construction Engineering and Inspection Services and Material Testing for GGC Corridor Phase 2 to Moreland Altobelli. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: GGC Corridor Phase 2 begins at the intersection of Collins Hill Road with Park Access Drive, diverges to the east of Collins Hill Road and follows a southerly route to merge with North Clayton Street at its current intersection with Northdale Road and ends at the CSX Rail Crossing on North Clayton Street. The first responsibility of the Consultant is to work with City Purchasing Department to obtain Bids for the Construction of Phase 2.

Background: GGC Corridor Phase 2 is mostly new road construction. Estimated construction time is 18 months. It includes a new signaled crossing of Hurricane Shoals Road just east of the current crossing.

Fiscal Impact: Amount not to exceed \$494,131.00. This project is funded by the SPLOST Fund (322-5.08.4200.541470). Project T-10.

Concurrences: City Manager

Attachments/Exhibits:
Cost Proposal



May 23, 2019

Dennis Billew
City Engineer
City of Lawrenceville
P.O. Box 2200 – 70 South Clayton Street
Lawrenceville, Georgia 30046

RE: Proposal for CEI Services for GGC Corridor Phase 2

Moreland Altobelli (MA) is pleased with the opportunity to provide a proposal for the above referenced project. We understand our role would be to provide all necessary Construction, Engineering and Inspection (CEI) tasks and to assist in any manner directed by the City of Lawrenceville to ensure the project's success.

As shown in the attached cost proposals we can provide the CEI services together with the necessary materials testing for a cost not to exceed \$494,131.00. We are available to meet and discuss the scope and fee in greater detail at the convenience of the City if necessary. Please feel free to contact me at 770-263-5945 with any questions regarding this.

Thanks,

A handwritten signature in blue ink, reading 'Henry E. Collins', is positioned above the printed name of the signatory.

Henry Collins
V.P. Horizontal Program Mgmt.
Moreland Altobelli Associates, LLC

cc: Buddy Gratton, Moreland Altobelli

GGC Corridor Phase 2 - Lawrenceville

<u>Preconstruction</u>		<u>Total Manhours</u>	<u>Bill Rate</u>	
Coordination with Local government		4	155	620
Prepare bid package				
	Program Manager	12	155	1,860
	Construction Engineer	8	92	736
	Office Engineer	40	85	3,400
	Clerical	20	52.5	1,050
Bid analysis and recommendation				
	Program Manager	2	155	310
	Office Engineer	3	85	255
Preconstruction meeting				
	Construction Engineer	3	92	276
	Office Engineer	3	85	255
	Utility Coordinator	3	85	255
Mileage		90	0.58	52
<u>Construction</u>				
Inspection - 18 months (78 weeks)				
	Construction Engineer (oversight)	3	234	92
	Project Manager (18 months)	20	1560	80
	Inspector (18 months)	40	3120	62
				21,528
				124,800
				193,440
Office Staff - 18 months (78 weeks)				
	Program Manager	1	78	155
	4 hours per week Office Engineer	4	312	85
				12,090
				26,520
Utility coordination - 15 months (65 weeks)				
	Utility Coordinator		200	85
				17,000
Signal Inspection				
	Traffic Signal Engineer		100	75
				7,500
Project Closeout (punch list, payments, permits)				
	Construction Engineer	2	8	92
	Inspector	20	60	62
	Signal punch list	6	24	75
	Office Engineer	6	24	85
				736
				3,720
				1,800
				2,040
Mileage		9000	0.58	5,220

TOTAL

425,463

Assumptions:

- No Federal Aid, locally funded project
- No plan review services included
- Streetscape submittals reviewed by others
- Lighting Submittals reviewed by others



Construction Material Testing Services Cost Estimate

Client: City of Lawrenceville

Estimate by:

Yong Shao

Project: GGC Corridor Phase 2

Date:

5/23/2019

ITEMS	DESCRIPTION	UNIT	QUANTITY	NO. TEST	RATE	ITEM TOTAL
210-0100	Compaction tests for grading	LS	1	15	\$ 300	\$ 4,500
310-1101	Compaction for GAB base	TN	26200	48	\$ 250	\$ 12,000
402-3121	25mm AC SP	TN	8327	16	\$ 250	\$ 4,000
402-3190	19mm AC SP	TN	3481	8	\$ 250	\$ 2,000
402-3130	12.5mm AC SP	TN	3425	8	\$ 250	\$ 2,000
439-0022	Concrete paving, class 3, 10"	SY	930	6	\$ 400	\$ 2,400
441-0016	6" concrete driveway	SY	42	1	\$ 400	\$ 400
441-0018	8" concrete driveway	SY	180	1	\$ 400	\$ 400
441-0104	4" concrete sidewalk	SY	5642	5	\$ 400	\$ 2,000
441-0106	6" concrete sidewalk	SY	5062	8	\$ 400	\$ 3,200
441-0108	8" concrete sidewalk	SY	600	2	\$ 400	\$ 800
441-0748	6" concrete median	SY		0	\$ 400	\$ -
441-0754	7.5" concrete median	SY	430	1	\$ 400	\$ 400
441-4020	6" concrete valley gutter	SY	35	1	\$ 400	\$ 400
441-4030	8" concrete valley gutter	SY	767	2	\$ 400	\$ 800
441-5002	6" header curb	LF		0	\$ 400	\$ -
441-6216	8"x24" curb & gutter, TP 2	LF		0	\$ 400	\$ -
441-6222	8"x30" curb & gutter, TP2	LF	16300	28	\$ 400	\$ 11,200
441-6740	8"x30" curb & gutter, TP7	LF	2800	6	\$ 400	\$ 2,400
500-3800	Class A concrete	CY	44	1	\$ 400	\$ 400
500-3900	Class B concrete	CY	3	1	\$ 400	\$ 400
500-9999	Class B concrete pavement base	CY	220	3	\$ 400	\$ 1,200
550-XXXX	Compaction tests for storm drain	LF	9061	32	\$ 400	\$ 12,800
999-9999	Box Culvert	LS	<u>Excluded</u>			
	Lab tests - Standard Proctor	Each	15		\$ 120	\$ 1,800
	Lab tests - Concrete cylinder breaks	Each	264		\$ 12	\$ 3,168
193						\$ 68,668

Note:

Class B concrete - one test per 100 CY, minimum one test per week, for same mix

Class A and Class 3 concrete - one test per 50 CY, minimum one test per pour

Asphalt/GAB compaction - one test per 500 TN, minimum one production day



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, JUNE 3, 2019
AGENDA CATEGORY: COUNCIL BUSINESS / NEW BUSINESS

Item: Lawrenceville – Peach State Credit Union Building Demolition Change Order 1

Department: Administration

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: \$2,326.00

Presented By: Chuck Warbington

Action Requested: Approval of Lawrenceville – Peach State Credit Union Building Demolition Change Order 1 to awarded contractor, Wrecking Corp of America, LLC in the amount of \$2,326.00. Authorization for Mayor to execute change order 1.

Summary: This change order is to add an additional \$2,326.00 to the allowance of abatement of hazardous materials not previously foreseen in the original bid amount. The original contract was awarded in the amount of \$50,000.00 and was approved and executed by City Manager authority. This will bring the total amount of the project to \$52,326.00.

Background: This project was for the complete demolition and removal of the Peach State Credit Union Building located on N. Clayton Street including floor slabs, in floor jacks, footings, retaining walls, trees and shrubs, and fencing. The disturbed areas were then backfilled with suitable dirt.

Fiscal Impact: Amount of \$2,326.00 (\$52,326.00 total). This project is funded by the Capital Outlay Fund (355-5.15.1565.541000). Project 15-009.

Concurrences:

Attachments/Exhibits:
Change Order
Tabulation

PROJECT (Name and Address) Peach State Credit Union Demolition	CONTRACT INFORMATION Contract For: <u>Demolition</u> Date:	CHANGE ORDER INFORMATION Change Order Number: <u>001</u> Date: <u>May 21, 2019</u>
OWNER City of Lawrenceville 70 S. Clayton Street Lawrenceville, GA 30046	PROGRAM MANAGER CROFT & Associates 370 West Crogan Street Lawrenceville, GA 30046	CONTRACTOR Wrecking Corp of America 7465 Brookstead Crossing Duluth, GA 30097

THE CONTRACT IS CHANGED AS FOLLOWS:

Asbestos abatement was required and covered in the original contract with unit pricing. The actual abatement cost based upon the contracted unit pricing is as follows:

Black Mastic (under carpet at teller area):	\$6.00/SF X 650 SF = \$3,900
Roofing Tar at penetrations:	\$220 each x 5 = \$1,100
Tan Papery Duct Tape:	\$11.00/LF x 100' = \$1,100
TOTAL	= \$6,100

Original Base Contract	\$46,226.00
Allowance for Abatement	\$3,774.00
Total Contract Amount	\$50,000.00
Net Change by Previously Authorized Change Orders	\$0.00
Contract Sum prior to this Change Order	\$50,000.00
Contract Sum will be INCREASED by this Change Order in the Amount of (\$6,100 - \$3,774 = \$2,326)	\$2,326.00
NEW Contract Amount including this Change Order will be	\$52,326.00
Contract Time will be INCREASED by	0 Days

CROFT & Associates
PROGRAM MANAGER


Signature

Kip E. Stokes, VP
Printed Name and Title

5/21/2019
Date

Wrecking Corp of America
CONTRACTOR


Signature

Dana Wang, President
Printed Name and Title

5/21/19
Date

City of Lawrenceville
OWNER

Signature

Printed Name and Title

Date

2019-03-25

Lawrenceville Performing Arts Center project

Results of Peach State Credit Union Demolition Request for Proposal:

BIDDERS	Wrecking Corps of America	Tristar	J. Mitchell Contracting
Qualifications	YES	Yes	NO
Bid Bond	YES	Yes	Yes
Non-Collusion Affidavit	YES	Yes	NO
Contractor Affidavit E-Verify	YES	Yes	NO
Bidding Form	Bid = \$46,226.00 Alternate = (\$1,200.00) Abatement = See below.	Bid = \$58,000.00 Alternate = (\$1,500.00)	Bid = \$66,701.88 Alternate = Not Offered
Schedule	YES – Complete by 5/1	Yes	NO

Recommended Demo Firm is Wrecking Corp of America, LLC.

Contract Amount:

Not to Exceed amount of \$50,000.

- Base Price = \$46,226.00
- Deductive Alternate = (\$1,200.00) for not installing seed and straw
- Add for Abatement
 1. Black Mastic @ \$6.00/sf
 2. Roofing Tar @ \$220/per penetration
 3. Tan Papery Duct Tape @ \$11.00/LF



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION JUNE 3, 2019
AGENDA CATEGORY: COUNCIL BUSINESS / NEW BUSINESS

Item: LPAC Construction Material Testing and Special Inspections

Department: Administration

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: \$79,719.00

Presented By: Chuck Warbington

Action Requested: Award LPAC Construction Material Testing and Special Inspections to the highest scoring firm, Geo-Hydro Engineers, Inc. in the amount of \$79,719.00.

Summary: Proposals were solicited and received from four local testing and special inspection firms who had expressed interest in the project. Proposals were evaluated based upon the selection criteria established in the Request for Proposal (RFP). Overall, team qualifications were 50% of the criteria and fees were the remaining 50% of the selection criteria. Since these testing and inspection services are performed on a task basis, the fees were evaluated upon a combined unit cost basis. The number of trips, hourly rates, cost per test, etc. are all taken into account in determining the best value in regards to fees. With this selection criteria, Geo-Hydro Engineers, Inc. had highly ranked qualifications of firm performance, personnel certifications and project experience, and notable differentiators such being just 1.5 miles from the site. In addition, Geo-Hydro Engineers, Inc. had the best value in fees as their combined unit cost per task was lowest among the received proposals.

Background:

Fiscal Impact: Amount not to exceed \$79,719.00. This project is funded by the SPLOST Fund (324-5.04.6184.541316). Project SP-005.

Concurrences:

Attachments/Exhibits:
Proposal Tabulation

Lawrenceville Performing Arts Center (LPAC)	GEO-HYDRO	NOVA	SAILORS	TERRACON
Special Inspection Proposal Evaluation				
A. Stability (10)	10	10	8	10
B. Experience (20)	19	18	13	18
C. Suitability (20)	19	18	12	17
D. Pricing (50) - per unit cost comparison	50	33	42	20
TOTAL (100)	98	79	75	65

Lawrenceville Performing Arts Center (LPAC)				GEO-HYDRO				NOVA				SAILORS				TERRACON			
Proposed Unit Price Schedule - Exhibit "B"				Total of Unit Cost				Total of Unit Cost				Total of Unit Cost				Total of Unit Cost			
				\$1,880				\$4,871				\$3,183				\$8,991			
				Total Cost				\$79,719				\$131,015				\$54,631			
A. Shallow Foundation Testing & Subgrade Evaluations				Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost
A.1 Project Engineer				15	2	75	\$2,250	12	4	65	\$3,120	4	2	95	\$760	12	5	85	\$5,100
A.2 Visit Cost					NA	NA	\$2,250		NA	NA	\$3,120		NA	NA	\$760		NA	NA	\$5,100
SUBTOTAL				Unit Cost				Unit Cost				Unit Cost				Unit Cost			
				\$150				\$260				\$190				\$425			
B. Soil density tests and proofrolling				Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost
B.1 Staff/Project Engineer for footings & proofrolls				20	2	75	\$3,000	4	4	65	\$1,040	10	2	95	\$1,900	0	Included above in A		\$0
B.2 Soils Technician for compaction/density testing				120	3	50	\$18,000	65	6	55	\$21,450	50	4	59	\$11,800	30	6	65	\$11,700
B.3 Standard Proctor test				4	NA	120	\$480	3	NA	100	\$300	2	NA	105	\$210	3	NA	90	\$270
B.4 Modified Proctor test				1	NA	160	\$160	1	NA	125	\$125	1	NA	110	\$110	1	NA	125	\$125
B.5 Project Manager for data review, consultation, etc				30	1	85	\$2,550	12	2	95	\$2,280	1	4	105	\$420	4	1	125	\$500
B.6 Visit Cost					NA	NA	\$2,550		NA	NA	\$2,280		NA	NA	\$420		NA	NA	\$500
SUBTOTAL				Unit Cost				Unit Cost				Unit Cost				Unit Cost			
				\$24,190				\$365.14				\$14,440				\$12,595			
C. Cast In Place Concrete				Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost
C.1 ICC Reinforced Concrete Inspector				45	1	58	\$2,610	80	6	55	\$28,400	20	2	75	\$3,000	28	5	75	\$10,500
C.2 ACI Field Grade I Technician				90	4	50	\$18,000	45	4	45	\$8,100	30	6	59	\$10,620	40	5	55	\$11,000
C.3 Cylinder testing				350	NA	15	\$5,250	250	NA	10	\$2,500	150	NA	12	\$1,800	300	NA	15	\$4,500
C.4 Project Manager for data review, consultation, etc				20	1	85	\$1,700	25	2	95	\$4,750	1	4	105	\$420	20	1	125	\$2,500
C.5 Visit Cost					NA	NA	\$1,700		NA	NA	\$4,750		NA	NA	\$420		NA	NA	\$2,500
SUBTOTAL				Unit Cost				Unit Cost				Unit Cost				Unit Cost			
				\$27,560				\$41,750				\$15,840				\$28,500			
D. Masonry				Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost
D.1 ICC Masonry Inspector				80	2	58	\$9,280	25	4	55	\$5,500	15	2	75	\$2,250	8	5	75	\$3,000
D.2 Prism compressive strength test				4	NA	150	\$600	1	NA	150	\$150	1	NA	150	\$150	8	NA	40	\$320
D.3 Mix design reviews				3	NA	90	\$270	1	NA	150	\$150	1	NA	95	\$95	1	NA	165	\$165
D.4 Mortar cube compressive strength test				12	NA	15	\$180	18	NA	15	\$270	45	NA	12	\$540	8	NA	20	\$160
D.5 Grout prism compressive strength test				64	NA	15	\$960	18	NA	15	\$270	45	NA	12	\$540	8	NA	40	\$320
D.6 Project Manager for data review, consultation, etc				8	1	85	\$680	4	2	95	\$760	1	2	105	\$210	5	1	125	\$625
D.7 Visit Cost					NA	NA	\$680		NA	NA	\$760		NA	NA	\$210		NA	NA	\$625
SUBTOTAL				Unit Cost				Unit Cost				Unit Cost				Unit Cost			
				\$11,970				\$7,100				\$3,785				\$4,590			
E. Structural Steel				Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly Rate	Cost
E.1 ICC Structural Steel Inspector				12	2	90	\$2,160	0	0	75	\$0	10	2	75	\$1,500	18	6	105	\$11,340
CWI Inspector				4	2	100	\$800	44	4	85	\$14,960	10	4	75	\$3,000	1	2	105	\$210
Project Manager				3	1	85	\$255	10	2	95	\$1,900	1	4	105	\$420	10	1	125	\$1,250
Visit Cost					NA	NA	\$255		NA	NA	\$1,900		NA	NA	\$420		NA	NA	\$1,250
SUBTOTAL				Unit Cost				Unit Cost				Unit Cost				Unit Cost			
				\$3,215				\$16,860				\$4,920				\$12,800			
SUBTOTAL				Unit Cost				Unit Cost				Unit Cost				Unit Cost			
				\$200.94				\$383.18				\$246.00				\$673.68			

Lawrenceville Performing Arts Center (LPAC)																				
Proposed Unit Price Schedule - Exhibit "B"																				
GEO-HYDRO					NOVA				SAILORS				TERRACON							
Total of Unit Cost					\$1,880				\$4,871				\$3,183				\$8,991			
Total Cost					\$79,719				\$131,015				\$54,631				\$91,265			
F. Fireproofing	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost				
	20	2	90	\$3,600	10	6	55	\$3,300	4	2	75	\$600	5	6	75	\$2,250				
		NA	NA	\$0	20	NA	25	\$500	4	NA	25	\$100	5	NA	40	\$200				
		NA	NA	\$0	20	NA	25	\$500	4	NA	25	\$100	2	NA	50	\$100				
	4	1	85	\$340	5	1	95	\$475	1	1	95	\$95	2	1	125	\$250				
		NA	NA			NA	NA			NA	NA			NA	NA					
SUBTOTAL					\$3,940				\$4,775				\$895				\$2,800			
					Unit Cost				Unit Cost				Unit Cost				Unit Cost			
					\$197				\$478				\$224				\$560			
G. Asphalt & Graded Aggregate Base	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost				
	2	4	58	\$464	6	4	55	\$1,320	6	4	59	\$1,416	2	6	65	\$780				
	4	NA	15	\$60	5	NA	75	\$375	10	NA	59	\$590	1	NA	400	\$400				
		NA		\$0	6	NA	55	\$330		NA		\$0	1	NA	150	\$150				
	1	1	85	\$85	1	2	95	\$190	1	2	95	\$190	2	0	125	\$0				
		NA	NA			NA	NA			NA	NA			NA	NA					
SUBTOTAL					\$609				\$2,215				\$2,196				\$1,330			
					Unit Cost				Unit Cost				Unit Cost				Unit Cost			
					\$305				\$369				\$366				\$665			
H. Waterproofing/Water Intrusion Prevention	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost				
	5	5	90	\$2,250	10	8	85	\$6,800	2	8	90	\$1,440	2	8	125	\$2,000				
		NA		\$0	1	NA	2950	\$2,950	1	NA	290	\$290	1	NA	3500	\$3,500				
		NA		\$0	1	NA	2950	\$2,950	1	NA	290	\$290	1	NA	3500	\$3,500				
		NA		\$0	3	NA	1500	\$4,500	1	NA	290	\$290	1	8	125	\$125				
		NA		\$0	3	NA	1500	\$4,500	1	NA	290	\$290	3	8	125	\$375				
	3	1	85	\$255	12	2	95	\$2,280	1	1	95	\$95	10	1	125	\$1,250				
	NA	NA			NA	NA		\$0	0	NA		\$0		NA		\$0				
SUBTOTAL					\$2,505				\$23,980				\$2,696				\$10,750			
					Unit Cost				Unit Cost				Unit Cost				Unit Cost			
					\$501				\$2,398				\$1,348				\$5,375			
TOTAL COST ESTIMATE					\$76,239				\$124,995				\$45,531				\$78,465			
ADD1 - NPDES	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost	Number of Visits or Tests	Hours per Visit	Hourly or Per Unit Rate	Cost				
	53	1	60	\$3,180	52	2	55	\$5,720	40	3	65	\$7,800	16	1	800	\$12,800				
	12	NA	25	\$300	2	NA	150	\$300	10	NA	130	\$1,300		NA		\$0				
		NA	NA			NA	NA			NA	NA			NA	NA					
SUBTOTAL					\$3,480				\$6,020				\$9,100				\$12,800			



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JUNE 3, 2019
AGENDA CATEGORY: COUNCIL BUSINESS / NEW BUSINESS

Item: LPAC Architectural and Engineering Design Services Change Order 1 and Change Order 2

Department: Administration

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: \$168,542.50

Presented By: Chuck Warbington

Action Requested: Approval of Change Order 1 and Change Order 2 to awarded firm, Stevens & Wilkinson GA, Inc. in the amount of \$168,542.50.
Authorization for Mayor to execute change order 1 and change order 2.

Summary: These change orders are for additional design service requests from Stevens & Wilkinson GA, Inc. in the amount of \$168,542.50 for the additional design hours and expenses involved with the study of alternate schemes, the development and document revisions associated with the approved scheme, additional meetings, and for the cabaret theater design.

Background: The original contract was awarded in the amount of \$1,900,000.00 on September 6, 2017. This will bring the total amount of the contract to \$2,068,542.50.

Fiscal Impact: Amount of \$168,542.50. This project is funded by the SPLOST Fund (324-5.04.6184.541316). Project SP-005.

Concurrences:

Attachments/Exhibits:
Change Orders
Proposals



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Administration Change Order #: 01

Project/PO: RP008-17 LPAC Design Services Change Order Date: June 3, 2019

Contractor/Vendor: Stevens & Wilkinson

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	D	Additional Design Studies for Alternate Building Orientations and Floor Plans (S&W)	\$75,737.50
		Net Amount	\$75,737.50

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

Original Contract/PO Amount: \$ 1,900,000.00

Previous Change Order Amount: \$ 0.00

Amount of Change Order Requested (Increase) \$ 75,737.50

New Contract/PO Amount (Including this Change Order) \$ 1,975,737.50

This contract period provided for completion will be increased/decreased by 0 calendar days. Adjusted completion date is _____, 20____.

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

Administration
Requestor

Department Director

Authorized Approval



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Administration Change Order #: 02

Project/PO: RP008-17 LPAC Design Services Change Order Date: June 3, 2019

Contractor/Vendor: Stevens & Wilkinson

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	D	Additional Cost associated with Revised Orientation and Floor Plans (Theater Projects)	\$19,945.00
2	D	Additional Cost associated with Revised Orientation and Floor Plans (Threshold Acoustics)	\$5,000.00
3	D	Additional Cost associated with Cabaret Theater Design as it was not a part of the original program (Threshold Acoustics)	\$23,500.00
4	D	Additional Cost associated with Revised Orientation (Long Engineering)	\$8,900.00
5	D	Additional Cost associated with additional public meetings that were not a part of the original scope of work	\$9,660.00
6	D	Additional Cost associated with Cabaret Theater Design as it was not a part of the original program (S&W)	\$20,800.00
7	D	Additional Expenses	\$5,000.00
		Net Amount	\$92,805.00

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

Original Contract/PO Amount: \$ 1,900,000.00

Previous Change Order Amount: \$ 75,737.50

Amount of Change Order Requested (Increase) \$ 92,805.00

New Contract/PO Amount (Including this Change Order) \$ 2,068,542.50

This contract period provided for completion will be increased/decreased by 0 calendar days. Adjusted completion date is _____, 20____.

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

Administration
Requestor

Department Director

Authorized Approval

100 Peachtree St. NW, Suite 2500 Atlanta, GA 30303
T 404.522.8888 F 404.521.6204
www.stevens-wilkinson.com

January 22, 2019

Kip Stokes
Vice President
CROFT
370 W Crogan St.
Lawrenceville, GA 30046

RE: Proposal for Additional Services – Alternate Study
Lawrenceville Performing Arts Complex
S&W Project No: 17104.01

Dear Kip:

At the direction of the City of Lawrenceville we have prepared this request for additional service for the Alternate Study of the LPAC following the approved Schematic Design phase. Following a conference call on 10/18/2018 and subsequent directions provided on 10/23/2018 Stevens & Wilkinson was instructed to further study the LPAC to lessen the visual impact of the fly tower and reduce the size of the main stage theatre stage and proscenium. Four layouts/schemes were provided for the 11/13/2018 City Council retreat in Columbus including a PowerPoint presentation and updated physical model.

Following the City Council retreat Stevens & Wilkinson was instructed to take two of the four options and develop those further in preparation for a 12/19/2018 special called city council meeting for public feedback and the 1/7/2019 regular city council meeting for approval of the selected scheme. One of these schemes was the previously submitted schematic design concept (K) and the other was the rotated scheme (G-3). G-3 was ultimately selected and will become the basis of a revised schematic design submittal for cost verification with the CM.

SCOPE OF SERVICES

The following services were provided under this assignment from 10/23/2018 – 1/7/2019:

1. Development of four (three new) concepts for consideration during the City Council Retreat,
2. PowerPoint presentation, 3d model with inserts to create the four concepts,
3. Working with Carroll Daniel Construction to develop relative cost estimates for the concepts,
4. Development of the selected rotated scheme and subsequent exterior development of the original schematic design for presentation to the public.
5. PowerPoint of the two concepts for public input at the 12/18/19 open house and 12/19/2018 special called city council meeting,
6. PowerPoint of the preferred concept for presentation at the January 7, 2019 city council meeting

As instructed the design team tracked hours spent on this assignment through a separate project number. The study was limited to architectural staff only to minimize the cost.

COMPENSATION

Compensation for Stevens & Wilkinson GA, Inc. shall be a stipulated sum of \$75,737.50, fee breakdown as follows:

Staff	Title	Hours	Rate	Subtotal	Notes
Bill Clark	Principal	4.0	\$240	\$960.00	meetings
John Abbott	Design Principal	158.0	\$200	\$31,600.00	mirrored (J), rotated (G2), alt rotated (G3) scheme development
Todd Dolson	PM	78.0	\$175	\$13,650.00	mirrored (J), rotated (G2), alt rotated (G3) scheme development, cost estimates, meetings
Steven Jackson	PA	108.5	\$155	\$16,817.50	G-3 plan & elevation studies & development
Jason Smith	PA	20.0	\$155	\$3,100.00	G-3 plan diagrams
Peter Hepler	Arch	48.0	\$125	\$6,000.00	renderings/design studies
Stephen Cook	Designer	38.0	\$95	\$3,610.00	physical model
		454.5		\$75,737.50	

REIMBURSABLE EXPENSES

Stevens & Wilkinson GA, Inc. shall be reimbursed for the expenses described below incurred by the project team in the interest of the project. These expenses will be invoiced at direct cost and are not expected to exceed \$250.00 (travel to city council meetings, presentation boards) which would be added to the existing reimbursable allowance. Any charge or expected cost beyond that amount will require your authorization.

- Transportation and parking,
- Living expenses for authorized out-of-town travel,
- Fees paid for securing approval of regulatory authorities,
- Finished professional renderings and models,
- Consultants (except those included in our base compensation),
- Tests, surveys or other technical assessments of the existing property or buildings,
- Postage, express mail and couriers,
- Printing, plotting, copying, photography and other reproductions,

ADDITIONAL SERVICES

Services that are not defined in the scope of work above, previous proposal, or for revisions to the above scope shall be considered additional services. Compensation for additional services shall be based upon the hourly rates listed in the contract and will be negotiated as required.

Kip, we sincerely value this opportunity to work with you and your team, the City of Lawrenceville, Georgia Gwinnett College, and the Aurora Theatre on this exciting project. Should you have questions about the proposal content, please give me a call.

Sincerely,
STEVENS & WILKINSON GA, INC.

A handwritten signature in blue ink that reads "William H. Clark". The signature is fluid and cursive, with the first name "William" being the most prominent.

William H. Clark, AIA, LEED AP
Principal

cc: Todd Dolson, Project Manager

enclosure: Hourly Billable Rates 2017 from Contract

Attachment D – Hourly Billing Rates

Stevens & Wilkinson GA, Inc. 2017 Hourly Billing Rates

Employee Category	Rate
• Principal	\$ 240.00
• Associate Principal or Vice President	\$ 200.00
• Discipline Director or Project Manager	\$175.00
• Senior Professional (Project Manager, Planner, Architect, Engineer, or Interior Designer)	\$ 155.00
• Professional (Planner, Architect, Engineer, or Interior Designer)	\$125.00
• Designers (Architectural, Interior, or Engineer, & Senior BIM Tech)	\$ 95.00
• Intern (Planner, Architectural, Interior, or Engineer)	\$ 75.00
• Clerical	\$ 65.00

The above rates are valid for a period of 12 months from the date of this proposal. The billing rates are adjusted annually based on changes in our cost of delivering services.

100 Peachtree St. NW, Suite 2500 Atlanta, GA 30303
T 404.522.8888 F 404.521.6204
www.stevens-wilkinson.com

March 22, 2019

Kip Stokes
Vice President
CROFT
370 W Crogan St.
Lawrenceville, GA 30046

RE: Proposal for Additional Services – Conversion of SD of New Scheme and Cabaret Theatre
Lawrenceville Performing Arts Complex
S&W Project No: 17104.00

Dear Kip:

We are excited to be a part of a project that promises to transform downtown Lawrenceville and further improve bringing the theatrical arts to a broader regional community. The project has achieved an approved schematic design based on the results of an alternate rotated scheme and the design team is moving forward with the design development phase activities and preparation of early construction document packages. As the design team advances the selected concept to Design Development several of our consultants have requested additional fees to cover the unanticipated effort to develop a new concept into schematics to allow for progression to Design Development. Additional requests have also been received to cover the inclusion of the Cabaret Theatre.

SCOPE OF SERVICES

Changes to the scope of work include the revisions associated with the selected new concept following the previously approved Schematic Design and the addition of the Cabaret Theatre. These include updates to narratives, diagrams and drawings.

Theatre Projects

1. The SD to SD/DD scope of work. Theatre Projects' rewrite of the SD narratives to address the new design; design review and consultation of the new layout; and the initial studies and budgeting that went into the Cabaret are covered under their enclosed proposal, dated 1/30/2019.
\$19,945

Threshold Acoustics

Threshold Acoustics has requested additional fees to cover their expanded design services due to the inclusion of the Cabaret Theatre which was not a component of the original project scope. Their add service request dated 1/29/2019 is enclosed and includes a fee for the additional schematic design to design development effort.

1. Cabaret Theatre: **\$23,500**
2. Revised Schematic Design to Design Development: **\$5,000**

Long Engineering

Long Engineering has requested an additional service fee to cover the changes in documentation and additional meetings for the effort of taking the previously approved Schematic Design to the new rotated concept. Long Engineering's additional service request letter is enclosed dated 2/8/2019.

\$8,900

Stevens & Wilkinson

Our design team has worked hard following a previously approved Schematic Design to quickly develop the Rotated Scheme from a Conceptual Design to a Schematic Design to allow our consultants and engineers to move forward into the Design Development phase work and documentation. We are requesting an additional fee to cover the extended and additional efforts associated with this including:

1. ARB Submission, Presentations and Presentation Preparation. Stevens & Wilkinson was requested to submit the project (5/28/18) to the City's Architectural Review Board and attend and present at an ARB meeting (6/28/18) and attend a couple of meetings in preparation of the ARB meeting which were not considered in the original fee negotiations.

Staff	Title	Hours	Rate	Subtotal	Notes
John Abbott	Design Principal	24.0	\$200	\$4,800.00	ARB and staff meetings, design & review
Jason Smith	PA	20.0	\$155	\$3,100.00	
Peter Hepler	Arch	8.0	\$125	\$1,000.00	renderings/design studies
Stephen Cook	Designer	8.0	\$95	\$760.00	powerpoint and rendering support
		60.0		\$9,660.00	

2. Cabaret Theatre. The inclusion of the Cabaret Theatre includes additional structural engineering, mechanical and electrical engineering and design team coordination with the theatrical equipment, rigging, controls, etc... This space is more complex than the original program's office suite that it replaced. The projected hours address projected additional Design Development, Construction Documentation, and Construction Administration specifically for the Cabaret Theatre.

Staff	Title	Hours	Rate	Subtotal	Notes
Todd Dolson	Design	12.0	\$185	\$2,220.00	Interior & exterior design
Jason Smith	PA	20.0	\$155	\$3,100.00	additional coordination & detailing
Stephen Jackson	Arch	32.0	\$155	\$4,960.00	additional coordination & detailing
Stephen Cook	Staff Arch	32.0	\$95	\$3,040.00	additional coordination & detailing
Aaron Noyes	Structural Lead	24.0	\$185	\$4,440.00	long span structure, rigging grid
Structural Staff	Staff Engineer	32.0	\$95	\$3,040.00	additional detailing
		152.0		\$20,800.00	

COMPENSATION

Compensation for Stevens & Wilkinson GA, Inc. shall be a stipulated sum of **\$57,345 for consultants**, plus **\$30,460 for Stevens & Wilkinson** that will be added to the previous fee.

REIMBURSABLE EXPENSES

Stevens & Wilkinson GA, Inc. shall be reimbursed for the expenses described below incurred by the project team in the interest of the project. These expenses will be invoiced at direct cost and are not expected to exceed \$5,000.00 which would be added to the existing reimbursable allowance. Any charge or expected cost beyond that amount will require your authorization.

- Transportation and parking,
- Living expenses for authorized out-of-town travel,
- Fees paid for securing approval of regulatory authorities,
- Finished professional renderings and models,
- Consultants (except those included in our base compensation),
- Tests, surveys or other technical assessments of the existing property or buildings,
- Postage, express mail and couriers,
- Printing, plotting, copying, photography and other reproductions,

ADDITIONAL SERVICES

Services that are not defined in the scope of work above, or for revisions to the above scope shall be considered additional services. Compensation for additional services shall be negotiated as required.

As previously mentioned, the Cabaret Theatre is an additional scope of work not identified or considered when Theatre Projects was brought on board the design team. Their additional service request for this is space includes additional theatre design consultation and theatre equipment. It is our understanding that the City will pursue a turn key approach with a local designer/integrator/installer. Just for reference, Theatre Projects has submitted a proposal for approximately \$68,000 just for reference should the City decide to add this scope of services back to the design team.

Kip, we sincerely value this opportunity to work with you and your team, the City of Lawrenceville, Georgia Gwinnett College, and the Aurora Theatre on this exciting project. Should you have questions about the proposal content, please give me a call.

Sincerely,
STEVENS & WILKINSON GA, INC.



William H. Clark, AIA, LEED AP
Principal

Acceptance of this Proposal for Professional Design Service will serve as a Notice to Proceed with the service noted.

Client Signature

Date

Client Title



Todd Dolson
Stevens & Wilkinson
1501 Main Street, Suite 730
Columbia, South Carolina 29202

May 16, 2018

Proposal for Theatre Planning and Design Services
Lawrenceville Performing Arts Center - Expansion – Cabaret Theatre in Lawrenceville, Georgia

Dear Todd,

Theatre Projects Consultants, Inc. is pleased to offer you theatre planning and design services for the Lawrenceville Performing Arts Center - Expansion – Cabaret Theatre in Lawrenceville, Georgia. We appreciate this opportunity to provide these additional services.

Our services

We've based this proposal on our conversation with you and our previous work on the project. We understand this additional service is to add a 150-seat cabaret theatre and approximately \$600,000 in theatre and A/V equipment directly related to the cabaret theatre to our scope of work on the expansion of the Aurora Theatre.

The scope of work will follow the services as defined in our August 29, 2017 proposal.

Fees

We offer our services for the Lawrenceville Performing Arts Center - Expansion – Cabaret Theatre at a lump sum fee of \$68,000 plus expenses.

All other provisions of our agreement dated February 23, 2018 remain in effect.

This proposal is good for 90 days. We've tried to make our services match your needs. Once you've had a chance to review our proposal, we look forward to talking with you.

Agreement

If this proposal meets your needs, please sign below and on the last page of terms and conditions in Appendix B and return one (1) copy to us.

If we haven't received a signed copy of this proposal, any payment made towards this project and the services described in this agreement shall constitute full acceptance of the scope of services, terms, and conditions of this agreement and will constitute a contract.

Submitted
Theatre Projects Consultants, Inc.



Signature

Chad Morrison

Print name

General Manager

Title

May 16, 2018

Date

Accepted
Stevens & Wilkinson

Signature

Print name

Title

May 16, 2018

Date

Agreement with Stevens & Wilkinson for Theatre Projects Consultants, Inc. to provide theatre design consulting services for the Lawrenceville Performing Arts Center - Expansion – Cabaret Theatre in Lawrenceville, Georgia.

17180-2018-05-16 Lawrenceville PAC -TP Proposal-AS-Cabaret-v1-kam.docx

M
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To: Todd Dolson, Stevens-Wilkinson

Copy: Laurie Kamper, Threshold

From: Dawn Schuette

Date: 29 January 2019

Project: Lawrenceville PAC

Topic: Additional Services – Alternate Study Review & Cabaret Scope Addition

We are excited to hear that the Lawrenceville PAC is once again progressing, and we look forward to delving into the continued design and construction work with the team.

To wrap up the Alternate Schematic Design phase as DD begins, we would request additional services for one additional trip to Lawrenceville to meet with Aurora Theatre and other stakeholders (if appropriate) to review the revised SD drawings. We anticipate that there will be some refinement of the design to capture requested adjustments from that meeting before we enter into the full Design Development effort. We estimate our time for the additional meeting and associated design refinement/follow-up to be a maximum of \$5,000 plus travel expenses for the trip. Expenses should be a maximum of \$1,000 assuming at least 7 -day notice for airfare purchase.

As the project moves forward, we appreciate your understanding regarding the addition of the Cabaret Space to our originally proposed scope of services. As a second performance space with the notable acoustic feature of a large-scale door to the exterior, there will be effort that is similar in nature to our work for the main theater, including: general design coordination, interior noise control (particularly associated with new location of the Rehearsal Room adjacent to the Cabaret), interior and exterior sound isolation considerations (most notably related to the door), and background noise control from MEP systems. These acoustic considerations are vital to the base building design as they will impact use and building functionality on day one.

We have granted some time to the project already during the programming and schematic design phases related to the Cabaret, and we will not capture additional services for that effort here. Moving forward, we propose the following additional services for our work:

PHASE	FEE	NOTES
Design Development	\$6,000	General coordination as noted above in DD and CD phases.
Construction Documents	\$8,000	No additional trips proposed for Cabaret scope.
Bid	\$1,000	Responding to questions, particularly for exterior door.
Construction Administration	\$6,000	RFIs and shop drawings for Cabaret elements
Commissioning	\$2,500	Additional time on site; minimal added expenses
TOTAL	\$23,500	

We understand that there may be a desire to phase the building construction, or at least to phase the completion of some program elements. If there is a need to expedite certain areas, such as the classrooms, that would require additional CA trips or a separate Commissioning trip, we would add those services to the CA and CO phases when more information is available. As a reminder, we had removed one of our originally proposed CA visits to reduce expenses, so we have only 2 site visits and one commissioning visit in our scope of services. The additional Commissioning time noted above is to extend the already scheduled visit to review the acoustic performance of the Cabaret.

Please do not hesitate to contact us if there are any questions related to any of these issues.

End of Memo



ADDITIONAL SERVICE AUTHORIZATION

P17-078 ADD 001
DATE PREPARED: 2/8/19
PREPARED BY: Melissa Johnson

Dear Todd,

Following is a confirmation for services in **addition to the original scope** as described in our proposal Date. Please verify that all information is correct and complete according to our previous conversation and sign below authorizing Long Engineering, Inc. to proceed with the services.

Client Name: Steves and Wilkson

Contact: Todd Dolson Phone #: 404-521-6323

Project Name: Lawrenceville Performing Arts Center

Services to be performed:

Restart Project Design

Revise Schematic Design documents to represent the new building. This task will include reviewing and revising all proposed and relocated utilities that conflict with the new building layout, revising site plan components, adding steps and walls as needed for grading, and verifying that the stormwater management and water quality approaches are still viable. It is anticipated that grading and drainage will need a full redesign to match the new door location and finished floor elevations. The fees in this proposal include all work conducted after SD drawings were submitted in June of 2018.

Fee Structure: \$ 8,900 (Lump Sum)

Reimbursable Expenses: Per original proposal

Signature: _____ Date: _____

Person Authorizing Services: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION JUNE 3, 2019

AGENDA CATEGORY: COUNCIL BUSINESS / NEW BUSINESS

Item: Construction Manager at Risk Services for Lawrenceville Performing Arts Center Expansion Project Guaranteed Maximum Price #1 Amendment

Department: Administration

Date of Meeting: Monday, June 3, 2019

Fiscal Impact: \$4,568,006.00

Presented By: Chuck Warbington

Action Requested: Approval of Construction Manager at Risk Services for Lawrenceville Performing Arts Center Expansion Project Guaranteed Maximum Price #1 Amendment to awarded contractor, Carroll Daniel Construction Co. in the amount of \$4,568,006.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow approval.

Summary: This Guaranteed Maximum Price (GMP) is for Sitework and Utilities. The package includes allowances for foundations and foundation walls, precast engineering services, concrete and rebar, structural steel shop drawings, waterproofing, elevator and pit lift shop drawings, and electrical and plumbing underground rough-in.

Background: The Construction Manager at Risk Services was awarded to Carroll Daniel Construction Co. on June 4, 2018 for \$15,000.00 knowing that a Guaranteed Maximum Price would be presented to Council for approval at a later date.

Fiscal Impact: Amount not to exceed \$4,568,006.00. This project is funded by the SPLOST Fund (324-5.04.6184.541316). Project SP-005.

Concurrences:

Attachments/Exhibits:
GMP Proposal



GUARANTEED MAXIMUM PRICE PROPOSAL
to the
Agreement between Owner and Construction Manager as Contractor for the
Lawrenceville Performing Arts Center (*the Project*) for the
City of Lawrenceville

May 30, 2019

TO: Owner Team

This Guaranteed Maximum Price (GMP) Proposal is submitted pursuant to *Section 2.2* of the ***Agreement between Owner and Construction Manager as Contractor*** dated **TBD** (*the Agreement*), between City of Lawrenceville (*Owner*) and Carroll Daniel Construction Company (*Construction Manager*), the terms of which are incorporated herein by reference.

Construction Manager and Owner agree as follows:

The Guaranteed Maximum Price #1 – Sitework & Utilities (*GMP #1*) is ***Four Million Five Hundred Sixty-Eight Thousand Six Dollars and 00/100. (\$4,568,006.00)***:

The following attachments are hereby made a part of this GMP Proposal:

1. *Exhibit A: GMP #1 Estimate Cost Summary dated 05/30/19 - (1 Page)*
2. *Exhibit B: Assumptions, Clarifications, Allowances, & Contingency dated 05/30/19 - (3 pages)*
3. *Exhibit C: Drawing Log dated 05/30/19 – (4 Pages)*
4. *Exhibit D: Project Schedule (3 Pages)*

The Guaranteed Maximum Price #1 – Site Development (*GMP #1*) for Lawrenceville Performing Arts Center is guaranteed until **June 29, 2019**. If our GMP proposal is not approved by this date, then we reserve the right to re-confirm our pricing.

Project: Lawrenceville Performing Arts Center
 Owner: City of Lawrenceville
 Date: 05.30.19



Exhibit A: GMP #1 - Sitework & Utilities

Items	Item Description		GMP#1 dated 05.29.19	
1	Sitework & Utilities		\$1,682,204	
2	Allowances		\$2,505,424	
	Precast Engineering Services		\$150,000	
	Trap Level Foundation Walls & Footings		\$1,255,632	
	Trap Level SOG		\$123,792	
	Elevated Concrete Structure (Cols / Beams / Deck)		\$618,960	
	Structural Steel Shops		\$50,000	
	Structural Steel Embeds & Anchor Bolts		\$25,000	
	Waterproofing - Site Walls		\$50,040	
	Waterproofing - Elev Pits		\$2,000	
	Hydraulic Elevator Shop Drawings / Submittals		\$10,000	
	Orchestra Pit Lift Shop Drawings / Submittals		\$20,000	
	MEP U/G Material		\$200,000	
	TOTAL DIRECT COSTS		\$4,187,628	
	Preconstruction Fee		\$5,000	
	CM General Conditions	4.00%	\$167,505	
	Bonds & Insurance above \$15.8M	0.40%	\$0	
	CM Fee	2.85%	\$124,121	
	CM Contingency	2.00%	\$83,753	
	PROJECT TOTAL		\$4,568,006	

EXHIBIT B

ASSUMPTIONS, CLARIFICATIONS, ALLOWANCES, & CONTINGENCY
to PRICING SUBMISSION DATED 05/30/19

These Clarifications and Assumptions govern and control over any conflicting provisions of the Contract Documents.

General

1. GMP #1 – Sitework & Utilities is based upon the 50% DD Pricing set drawings dated 04/24/19.
2. The Proposal does not include any cost associated with testing, handling, transporting or disposing of any existing hazardous or contaminated materials existing on site.
3. The Proposal does not include any costs for on-site Independent Testing Laboratory/Technical Agency. The Owner shall provide this service. The Proposal is based upon the assumption that the testing and inspection services shall support the construction scope and sequence as indicated on the Work Progress Schedule. CDCC shall facilitate the coordination of scheduling the testing services.
4. The Proposal includes the removal of surface rainwater necessary to complete the work. The Proposal does not include the permanent removal of ground water and does not include a dewatering system.
5. The Proposal assumes that electronic files will be provided to CDCC or its Subcontractors, at no cost, for the preparation of shop drawings. This includes all CAD files from each Engineer of Record.
6. The GMP Pricing is guaranteed for 30 days.
7. We do not include any impact fees or permit fees for demolition permit, land disturbance permit, or building permit. To be provided by Owner.

BP 02A – Sitework & Utilities:

1. Our site demolition scope does not include demolition of the bank building. Since the bank building demolition has already been completed, our demolition scope includes the remaining asphalt, retaining wall, sidewalks, and remaining curbs that we not removed with the bank building demolition.
2. Our site demolition scope does not include relocating any existing underground or above ground utilities that are not identified on the civil documents.
3. Our site grading scope includes site wall cut-back and soil material storage onsite for foundation wall backfill operations. If soil is unsuitable for backfill, then additional costs for unsuitable soil haul-off (\$22/CY) and structural fill haul-in (\$22/CY) will be addressed on a unit cost basis.
4. Our site storm system scope includes replacing existing storm pipe at South Clayton & Crogan Streets (C1-C4). This work includes slow dig premium, traffic control, street plates, phased work, off-hour work, and street patch back. We do not include relocation of existing unknown utilities that may

EXHIBIT B

ASSUMPTIONS, CLARIFICATIONS, ALLOWANCES, & CONTINGENCY
to PRICING SUBMISSION DATED 05/30/19

conflict with the new storm system installation. We do not include a full width asphalt mill and overlay from curb to curb.

5. Our site storm system scope includes 1,500 LF of foundation drain with gravel.
6. Our site storm system scope includes tying storm structure A5.2 to A6 instead of connecting to structure A5.1 due to conflict with existing stairs.
7. Our site sanitary system scope includes tie into existing sanitary along Crogan street. Value includes slow dig premium, traffic control, street plates, phased work, off hour work, & street patch back. We do not include a full width asphalt mill and overlay from curb to curb.
8. Our site sanitary system scope includes installation and connection to existing to a depth of 6.5ft as shown on sanitary pipe profile.
9. Our site sanitary system scope does not include a lift station. The sanitary lift will be located inside the building and included in the plumbing scope of work.
10. Our site sanitary system does not include impact fees. To be paid by Owner.
11. Our site sanitary system does not include any grease traps.
12. Our site water system scope includes a \$312,750 allowance value to connect the existing water main from North Clayton @ Pike to North Clayton @ Crogan.
13. Our site water system does not include tap/meter fees for the fire, domestic, or irrigation lines. We do include installation of meters inside vaults once paid for by the Owner.
14. We do not include any traffic signal work or re-work.
15. We do not include any rock, unsuitable soils, or hazardous material excavation &/or replacement.
16. We do not include a permanent dewatering system.

Allowances:

1. We include a total of \$2,505,424 in allowance values for the following scopes of work:
 - a. Precast Engineering Services = \$150,000
 - b. Trap Level Foundation Walls & Footings = \$1,255,632
 - c. Trap Level SOG = \$123,792
 - d. Trap Level Elevated Concrete Structure = \$618,960
 - e. Structural Steel Shops = \$50,000
 - f. Structural Steel Embeds & Anchor Bolts = \$25,000

Lawrenceville Performing Arts Center
GMP #1 – Sitework & Utilities
05/30/19

EXHIBIT B

ASSUMPTIONS, CLARIFICATIONS, ALLOWANCES, & CONTINGENCY
to PRICING SUBMISSION DATED 05/30/19

g. Waterproofing – Foundation Walls	= \$50,040
h. Waterproofing – Elevator Pit	= \$2,000
i. Hydraulic Elevator Shop Drawings	= \$10,000
j. Orchestra Pit Lift Shop Drawings	= \$20,000
k. MEP Under Slab Rough-in	= \$200,000

Unit Pricing:

2. The following unit prices will be used should we encounter unsuitable soils or rock.

a. Haul off unsuitable soils	= \$22/CY
b. Haul-in structural fill	= \$22/CY
c. Blast Mass Rock	= \$30/CY
d. Blast Trench Rock	= \$80/CY
e. Backhoe with Hammer	= \$385/HR
f. Haul off Blasted/Hammered Rock	= \$22/CY

Project: Lawrenceville Performing Arts Center
 Owner: City of Lawrenceville
 Date: 05.30.19



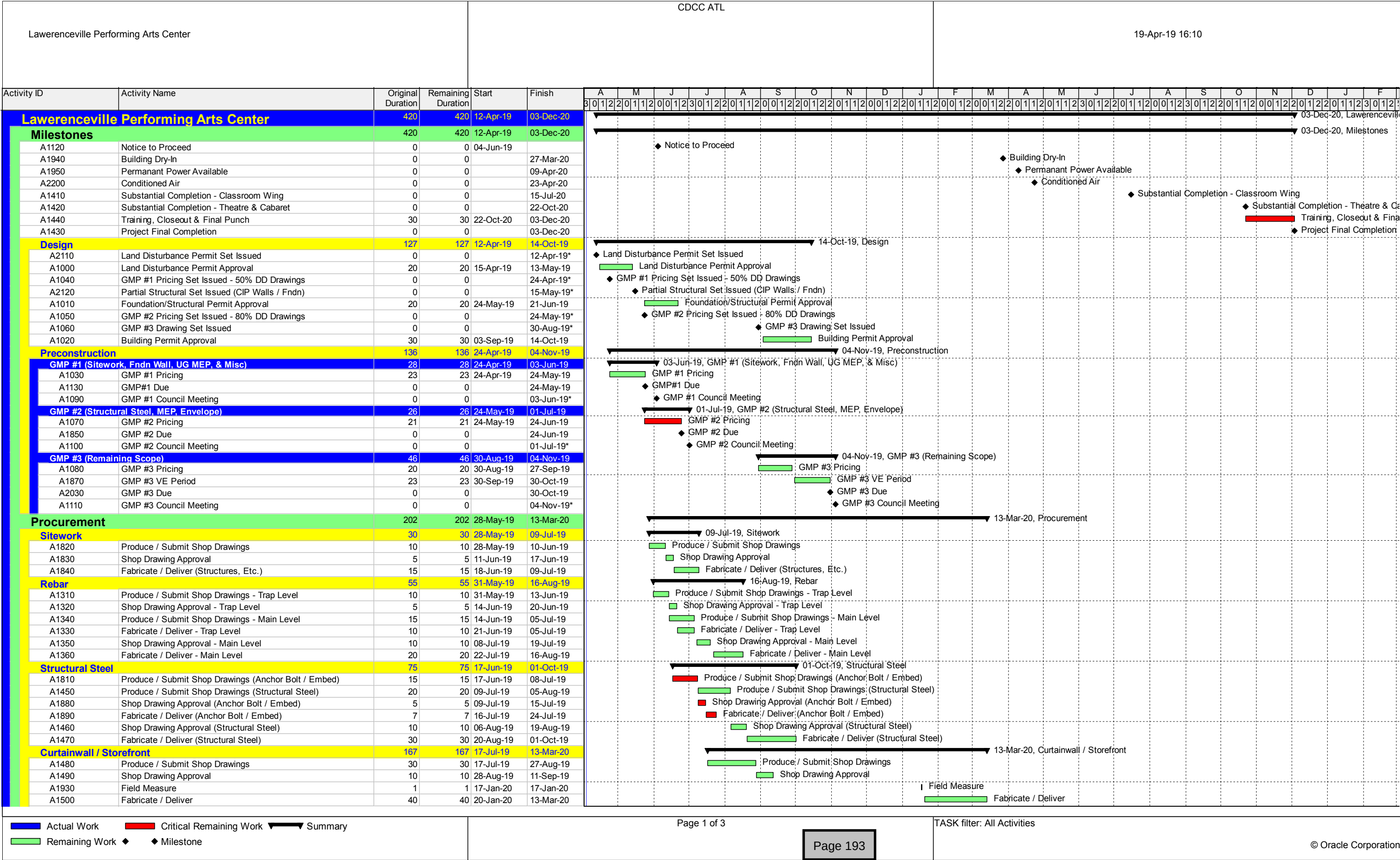
Exhibit C - Drawing Log

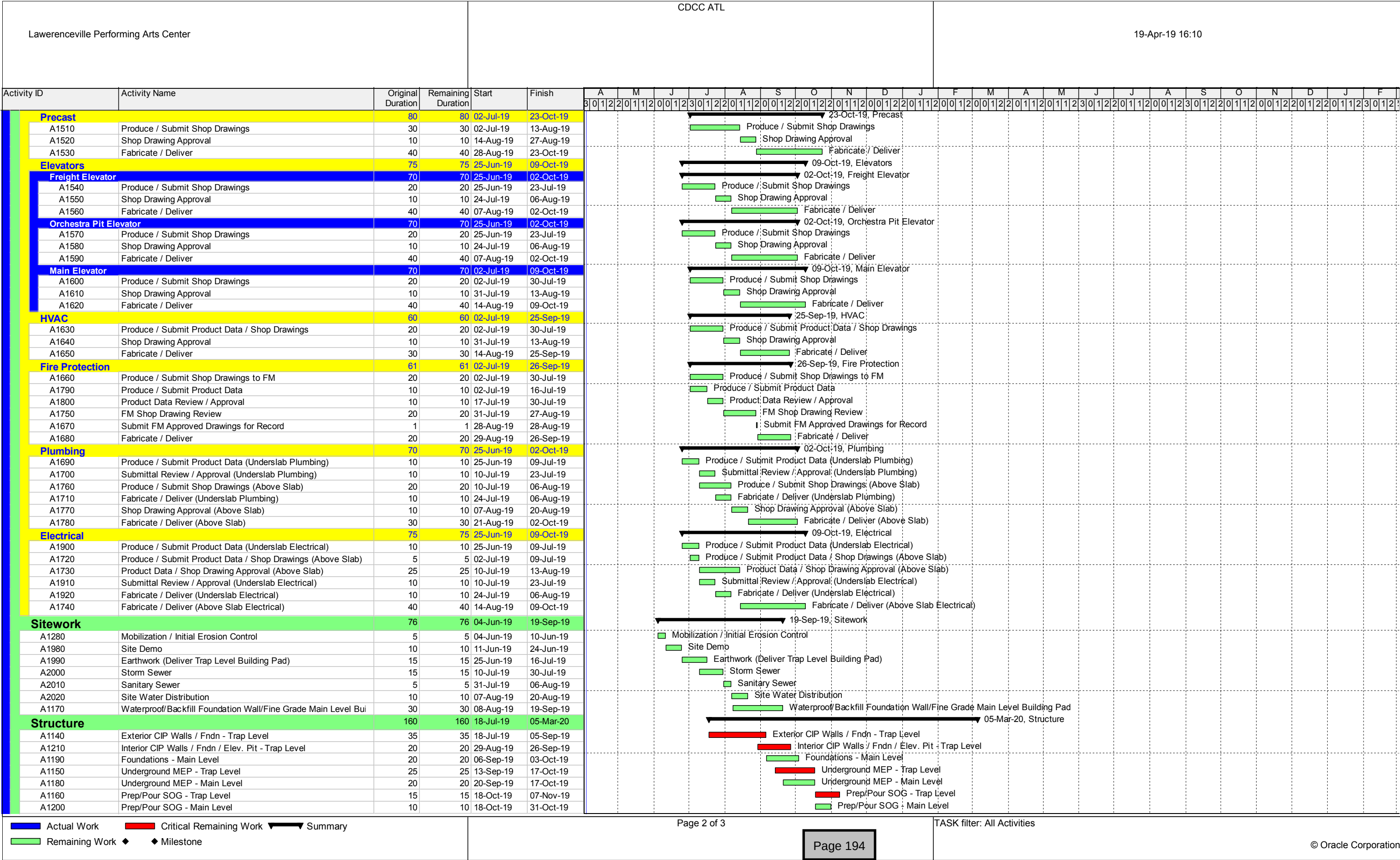
<u>Drawing</u>	<u>Description</u>	<u>Bid Set Drawings</u>	
G1.00	COVER SHEET	4/24/2019	
G1.01	DRAWING INDEX	4/24/2019	
G1.02	GENERAL NOTES	4/24/2019	
G1.03	LEGENDS AND DRAWINGS STANDARDS	4/24/2019	
G1.04	ADA ACCESSIBLE DETAILS	4/24/2019	
G2.00	CODE INFORMATION	4/24/2019	
C-0.0	COVER	4/16/2019	
C-0.1	GENERAL NOTES	4/15/2019	
C-1.0	EXISTING CONDITIONS PLAN	4/15/2019	
C-2.0	DEMOLITION PLAN	4/15/2019	
C-3.0	SITE PLAN	4/15/2019	
C-4.0	GRADING & DRAINAGE PLAN	4/15/2019	
C-4.1	STORM SEWER PLAN	4/15/2019	
C-5.0	UTILITY PLAN	4/15/2019	
C-7.0	EROSION & SEDIMENT CONTROL NOTES	4/15/2019	
C-7.1	EROSION & SEDIMENT CONTROL NOTES	4/15/2019	
C-7.2	EROSION & SEDIMENT CONTROL INITIAL PHASE	4/15/2019	
C-7.3	EROSION & SEDIMENT CONTROL INTERMEDIATE PHASE	4/15/2019	
C-7.4	EROSION & SEDIMENT CONTROL FINAL PHASE	4/15/2019	
C-8.0	EROSION & SEDIMENT CONTROL DETAILS	4/15/2019	
C-8.1	EROSION & SEDIMENT CONTROL DETAILS	4/15/2019	
C-8.2	EROSION & SEDIMENT CONTROL DETAILS	4/15/2019	
C-8.3	EROSION & SEDIMENT CONTROL DETAILS	4/15/2019	
C-9.0	CONSTRUCTION DETAILS	4/15/2019	
C-9.1	CONSTRUCTION DETAILS	4/15/2019	
C-9.2	CONSTRUCTION DETAILS	4/15/2019	
C-9.3	CONSTRUCTION DETAILS	4/15/2019	
H-1.00	HARDSCAPE PLAN	4/12/2019	
L-1.00	LANDSCAPE PLAN	4/12/2019	
A0.00	PARTITION TYPES & DETAILS	4/24/2019	
A0.01	PARTITION TYPES & DETAILS	4/24/2019	
A0.02	PARTITION TYPES & DETAILS	4/24/2019	
A0.10	ARCHITECTURAL SITE PLAN	4/24/2019	
A1.00	TRAP LEVEL FLOOR PLAN	4/24/2019	
A1.01	LEVEL 1 FLOOR PLAN	4/24/2019	
A1.02	LEVEL 2 FLOOR PLAN	4/24/2019	
A1.03	CATWALK LEVEL FLOOR PLAN	4/24/2019	
A1.04	GRIDIRON LEVEL FLOOR PLAN	4/24/2019	
A1.05	ROOF PLAN	4/24/2019	
A1.12	TRAP LEVEL - REHEARSAL ROOM	4/24/2019	
A1.13	TRAP LEVEL - COSTUME PRODUCTION & LAUNDRY	4/24/2019	
A1.21	LEVEL 1 - LOWER WEST LOBBY	4/24/2019	
A1.22	LEVEL 1 - LOWER NORTH LOBBY	4/24/2019	
A1.23	LEVEL 1 - GALLERY	4/24/2019	
A1.24A	LEVEL 1 - THEATRE ORCHESTRA SEATING & STAGE	4/24/2019	
A1.24B	LEVEL 1 - THEATRE ORCHESTRA SEATING & STAGE	4/24/2019	
A1.25	LEVEL 1 - CABARET THEATRE & PREFUNCTION	4/24/2019	
A1.31	LEVEL 2 - UPPER WEST LOBBY	4/24/2019	
A1.32	LEVEL 2 - UPPER NORTH LOBBY	4/24/2019	
A1.33A	LEVEL 2 - THEATRE BALCONY SEATING	4/24/2019	

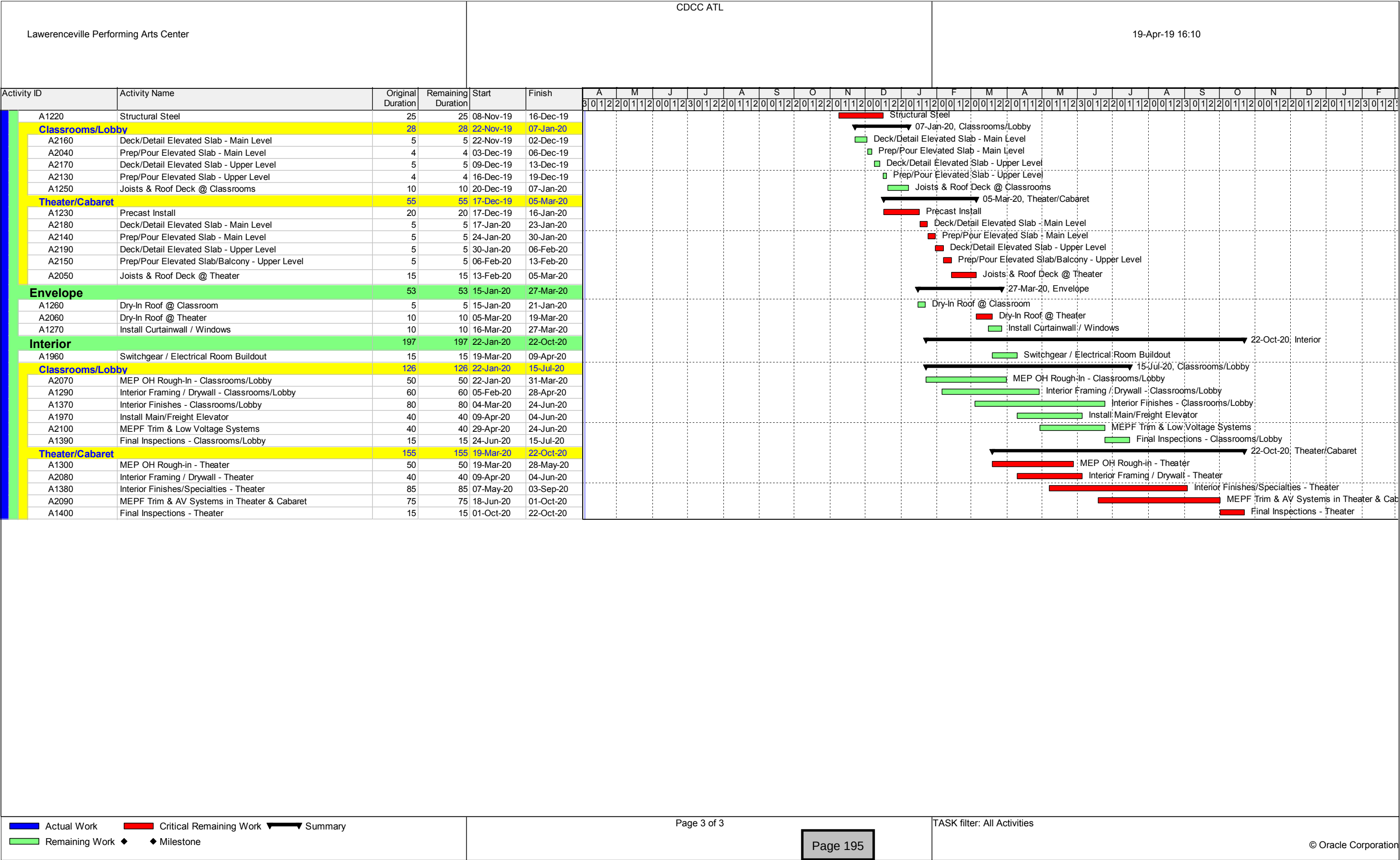
A1.33B	LEVEL 2 - THEATRE BALCONY SEATING	4/24/2019	
A1.34	LEVEL 2 - TYPICAL CLASSROOM & OFFICE	4/24/2019	
A2.11	EXTERIOR BUILDING ELEVATIONS	4/24/2019	
A2.12	EXTERIOR BUILDING ELEVATIONS	4/24/2019	
A2.81	EXTERIOR BUILDING - 3D VIEWS	4/24/2019	
A2.82	EXTERIOR BUILDING - 3D VIEWS	4/24/2019	
A2.83	EXTERIOR BUILDING - 3D VIEWS	4/24/2019	
A2.84	EXTERIOR BUILDING - 3D VIEWS	4/24/2019	
A3.01	BUILDING SECTIONS	4/24/2019	
A3.02	BUILDING SECTIONS	4/24/2019	
A3.03	BUILDING SECTIONS	4/24/2019	
A3.04	BUILDING SECTIONS	4/24/2019	
A3.05	BUILDING SECTIONS	4/24/2019	
A3.06	BUILDING SECTIONS	4/24/2019	
A3.07	BUILDING SECTIONS	4/24/2019	
A3.08	BUILDING SECTIONS	4/24/2019	
A4.01	WALL SECTIONS	4/24/2019	
A4.02	WALL SECTIONS	4/24/2019	
A4.03	WALL SECTIONS	4/24/2019	
A4.04	WALL SECTIONS	4/24/2019	
A4.05	WALL SECTIONS	4/24/2019	
A4.06	WALL SECTIONS	4/24/2019	
A4.07	WALL SECTIONS	4/24/2019	
A5.02	TOILET PLANS, ELEVATIONS & DETAILS	4/24/2019	
A5.03	TOILET PLANS, ELEVATIONS & DETAILS	4/24/2019	
A5.04	TOILET PLANS, ELEVATIONS & DETAILS	4/24/2019	
A5.05	DRESSING ROOMS - PLANS & ELEVATIONS	4/24/2019	
A5.06	DRESSING ROOMS - PLANS & ELEVATIONS	4/24/2019	
A5.07	DRESSING ROOMS - PLANS & ELEVATIONS	4/24/2019	
A6.00	TRAP LEVEL REFLECTED CEILING PLAN	4/24/2019	
A6.01	LEVEL 1 OVERALL REFLECTED CEILING PLAN	4/24/2019	
A6.02	LEVEL 2 OVERALL REFLECTED CEILING PLAN	4/24/2019	
A7.00A	DOOR SCHEDULE	4/24/2019	
A7.00B	DOOR SCHEDULE	4/24/2019	
A7.10	EXTERIOR CURTAINWALL ELEVATIONS	4/24/2019	
A7.11	EXTERIOR CW & SF ELEVATIONS	4/24/2019	
A8.00	ELEVATOR #1 & #2 PLANS, SECTIONS & DETAILS	4/24/2019	
A8.10	STAIR #1 PLANS, SECTIONS & DETAILS	4/24/2019	
A8.11	STAIR #2 PLANS, SECTIONS & DETAILS	4/24/2019	
A8.12	STAIR #3 PLANS, SECTIONS & DETAILS	4/24/2019	
A8.13	STAIR #4 PLANS, SECTIONS & DETAILS	4/24/2019	
A8.14	ACCESSORY STAIRS / RAMPS @ TRAP LEVEL	4/24/2019	
A8.15	ACCESSORY STAIRS / WHEEL CHAIR LIFTS @ LEVEL 1	4/24/2019	
A8.16	ACCESSORY STAIRS @ LEVEL 2 & TECHNICAL LEVELS	4/24/2019	
A9.00	TRAP LEVEL FINISH FLOOR PLAN	4/24/2019	
A9.01	LEVEL 1 OVERALL FINISH PLAN	4/24/2019	
A9.02	LEVEL 2 OVERALL FINISH PLAN	4/24/2019	
A9.81	BUILDING INTERIOR - 3D VIEWS	4/24/2019	
A9.82	BUILDING INTERIOR - 3D VIEWS	4/24/2019	
A9.83	BUILDING INTERIOR - 3D VIEWS	4/24/2019	
A9.84	BUILDING INTERIOR - 3D VIEWS	4/24/2019	
A9.85	BUILDING INTERIOR - 3D VIEWS	4/24/2019	
A9.86	BUILDING INTERIOR - 3D VIEWS	4/24/2019	
A9.87	BUILDING INTERIOR - 3D VIEWS	4/24/2019	
A9.88	BUILDING INTERIOR - 3D VIEWS	4/24/2019	
S0.00	GENERAL NOTES	4/24/2019	
S0.01	GENERAL NOTES	4/24/2019	
S0.02	LEGENDS AND ABBREVIATION	4/24/2019	
S0.02	SPECIAL INSPECTIONS	4/24/2019	
S0.03	SPECIAL INSPECTIONS	4/24/2019	

S1.00	FOUNDATION PLAN	4/24/2019	
S1.01	LEVEL 1 - FOUNDATION PLAN	4/24/2019	
S1.01	LEVEL 1 - FRAMING PLAN	4/24/2019	
S1.02	LEVEL 2 - FRAMING PLAN	4/24/2019	
S1.03	LEVEL 3 - FRAMING PLAN	4/24/2019	
S1.04	LEVEL 4 - FRAMING PLAN	4/24/2019	
S1.05	LEVEL 5 - FRAMING PLAN	4/24/2019	
S1.06	LEVEL 6 - FRAMING PLAN	4/24/2019	
S1.07	LEVEL 7 - FRAMING PLAN	4/24/2019	
S1.08	LEVEL 8 - FRAMING PLAN	4/24/2019	
S1.09	LEVEL 9 - FRAMING PLAN	4/24/2019	
S1.10	ROOF DIAPHRAGM PLAN	4/24/2019	
S2.00	SECTIONS	4/24/2019	
S2.01	ELEVATIONS	4/24/2019	
S3.00	ELEVATIONS	4/24/2019	
S3.01	BUILDING SECTIONS	4/24/2019	
S3.02	BUILDING SECTIONS	4/24/2019	
S3.03	BUILDING SECTIONS	4/24/2019	
S3.04	BUILDING SECTIONS	4/24/2019	
S3.05	BUILDING SECTIONS	4/24/2019	
S3.06	BUILDING SECTIONS	4/24/2019	
S3.07	BUILDING SECTIONS	4/24/2019	
S3.10	WALL SECTIONS	4/24/2019	
S3.11	WALL SECTIONS	4/24/2019	
S3.12	WALL SECTIONS	4/24/2019	
S3.13	WALL SECTIONS	4/24/2019	
S3.14	WALL SECTIONS	4/24/2019	
S3.15	WALL SECTIONS	4/24/2019	
S4.00	TYPICAL FOUNDATION DETAILS	4/24/2019	
S4.01	TYPICAL FOUNDATION DETAILS	4/24/2019	
S5.00	TYPICAL MASONRY DETAILS	4/24/2019	
S5.00	COLUMN SCHEDULE	4/24/2019	
S6.00	TYPICAL STEEL DETAILS	4/24/2019	
S6.00	TYPICAL FLOOR FRAMING DETAILS	4/24/2019	
S6.01	COLUMN SCHEDULE	4/24/2019	
S6.01	TYPICAL ROOF FRAMING DETAILS	4/24/2019	
S7.00	TYPICAL CONCRETE DETAILS	4/24/2019	
S8.00	TYPICAL WOOD DETAILS	4/24/2019	
S9.00	TYPICAL RENOVATION DETAILS	4/24/2019	
S10.00	3d REPRESENTATIONS	4/24/2019	
F0.01	FIRE PROTECTION LEGEND AND ABBREVIATIONS	4/24/2019	
F0.02	FIRE PROTECTION SPECIFICATIONS	4/24/2019	
F0.10	FIRE PROTECTION SITE PLAN	4/24/2019	
F1.00	FIRE PROTECTION PLAN - TRAP LEVEL	4/24/2019	
F1.01	FIRE PROTECTION PLAN - LEVEL 1	4/24/2019	
F1.02	FIRE PROTECTION - LEVEL 2	4/24/2019	
F1.03	FIRE PROTECTION - CATWALK LEVEL	4/24/2019	
F1.04	FIRE PROTECTION - GRIDIRON LEVEL	4/24/2019	
F1.05	FIRE PROTECTION - ROOF LEVEL	4/24/2019	
F3.01	FIRE PROTECTION PART PLANS	4/24/2019	
F4.01	FIRE PROTECTION DETAILS	4/24/2019	
F5.01	FIRE PROTECTION RISER DIAGRAMS	4/24/2019	
P0.01	PLUMBING LEGEND AND ABBREVIATIONS	4/24/2019	
P0.02	PLUMBING SCHEDULES	4/24/2019	
P0.10	PLUMBING SITE PLAN	4/24/2019	
P1.00	PLUMBING DWV & STORM PLAN - TRAP LEVEL	4/24/2019	
P1.01	PLUMBING DWV & STORM PLAN - LEVEL 1	4/24/2019	
P1.02	PLUMBING DWV & STORM PLAN- LEVEL 2	4/24/2019	
P1.03	PLUMBING DWV & STORM PLAN - CATWALK LEVEL	4/24/2019	
P1.04	PLUMBING DWV & STORM PLAN - GRIDIRON LEVEL	4/24/2019	
P1.05	PLUMBING DWV & STORM PLAN - ROOF LEVEL	4/24/2019	
P2.00	PLUMBING DOMESTIC WATER & GAS PLAN - TRAP LEVEL	4/24/2019	
P2.01	PLUMBING DOMESTIC WATER & GAS PLAN - LEVEL 1	4/24/2019	
P2.02	PLUMBING DOMESTIC WATER & GAS PLAN - LEVEL 2	4/24/2019	
P2.03	PLUMBING DOMESTIC WATER & GAS PLAN - CATWALK LEVEL	4/24/2019	
P2.04	PLUMBING DOMESTIC WATER & GAS PLAN - GRIDIRON LEVEL	4/24/2019	
P2.05	PLUMBING DOMESTIC WATER & GAS PLAN - ROOF LEVEL	4/24/2019	
P3.01	PLUMBING ENLARGED PLANS - DWV	4/24/2019	
P3.02	PLUMBING ENLARGED PLANS - DWV	4/24/2019	

P3.03	PLUMBING ENLARGED PLANS - WATER & GAS	4/24/2019	
P3.04	PLUMBING ENLARGED PLANS - WATER & GAS	4/24/2019	
P4.00	PLUMBING DETAILS	4/24/2019	
P5.01	PLUMBING RISER DIAGRAMS	4/24/2019	
M0.01	HVAC GENERAL	4/24/2019	
M1.00	TRAP LEVEL PLAN - HVAC	4/24/2019	
M1.01	LEVEL 1 PLAN - HVAC	4/24/2019	
M1.02	LEVEL 2 PLAN - HVAC	4/24/2019	
M1.03	CATWALK FLOOR PLAN - HVAC	4/24/2019	
M1.04	ROOF PLAN - HVAC	4/24/2019	
M5.01	HVAC DETAILS	4/24/2019	
M5.02	HVAC DETAILS	4/24/2019	
M5.03	HVAC DETAILS	4/24/2019	
M5.04	HVAC DETAILS	4/24/2019	
M6.01	HVAC SCHEDULES	4/24/2019	
E0.01	ELECTRICAL SYMBOLS AND ABBREVIATIONS	4/24/2019	
E1.01	ELECTRICAL SITE PLAN	4/24/2019	
E2.00	ELECTRICAL LIGHTING PLAN - TRAP LEVEL	4/24/2019	
E2.01	ELECTRICAL LIGHTING PLAN - LEVEL 1	4/24/2019	
E2.02	ELECTRICAL LIGHTING PLAN - LEVEL 2	4/24/2019	
E2.03	ELECTRICAL LIGHTING PLAN - CATWALK LEVEL	4/24/2019	
E2.04	ELECTRICAL LIGHTING PLAN - GRIDIRON LEVEL	4/24/2019	
E3.00	ELECTRICAL POWER PLAN - TRAP LEVEL	4/24/2019	
E3.01	ELECTRICAL POWER PLAN - LEVEL 1	4/24/2019	
E3.02	ELECTRICAL POWER PLAN - LEVEL 2	4/24/2019	
E3.03	ELECTRICAL POWER PLAN - CATWALK LEVEL	4/24/2019	
E3.04	ELECTRICAL POWER PLAN - GRID IRON LEVEL	4/24/2019	
E4.00	MECHANICAL POWER PLAN - TRAP LEVEL	4/24/2019	
E4.01	MECHANICAL POWER PLAN - LEVEL 1	4/24/2019	
E4.02	MECHANICAL POWER PLAN - LEVEL 2	4/24/2019	
E4.03	MECHANICAL POWER PLAN - ROOF	4/24/2019	
E5.01	SYSTEMS PLAN - TRAP LEVEL	4/24/2019	
E5.02	SYSTEMS PLAN - LEVEL 1	4/24/2019	
E5.03	SYSTEMS PLAN - LEVEL 2	4/24/2019	
E5.04	SYSTEMS PLAN - CATWALK LEVEL	4/24/2019	
E6.01	ELECTRICAL ENLARGED PLANS	4/24/2019	
E6.02	ELECTRICAL ENLARGED PLANS	4/24/2019	
E7.01	ELECTRICAL RISER DIAGRAMS	4/24/2019	
E8.01	ELECTRICAL PANEL SCHEDULES	4/24/2019	
E8.02	EMERGENCY ELECTRICAL PANEL SCHEDULES	4/24/2019	
E8.03	ELECTRICAL SCHEDULES	4/24/2019	
E9.02	ELECTRICAL DETAILS	4/24/2019	







Project:

Owner:

Date:

Site Area (Ac):

Level 0 (Trap) GSF :

Level 1 GSF :

Level 2 GSF :

Level 3 (Catwalk)

TOTAL SF:

TOTAL SF w/ VE:

\$/SF:

Lawrenceville Performing Arts Center

City of Lawrenceville

05.30.19

1.84

15,474

27,414

15,262

1,566

59,716

56,000

\$428.56



50% DD Estimate Summary

Division	Item Description	Qty	Units	\$ / Unit	Value	\$/GSF
2	Sitework & Utilities				\$1,682,204	\$28.17
2	Paving / Striping / Curb & Gutter				\$114,075	\$1.91
2	Site Improvements				\$510,621	\$8.55
3	Concrete				\$2,485,614	\$41.62
3	Structural Precast				\$2,506,740	\$41.98
4	Masonry				\$803,841	\$13.46
5	Steel				\$2,407,898	\$40.32
6	Carpentry				\$104,503	\$1.75
7	Moisture Protection				\$834,700	\$13.98
8	Windows & Doors				\$1,078,280	\$18.06
9	Finishes				\$1,845,282	\$30.90
10	Specialties				\$150,180	\$2.51
11	Equipment				\$42,500	\$0.71
12	Furnishings				\$327,235	\$5.48
13	Special Construction				\$2,303,482	\$38.57
14	Conveying				\$213,600	\$3.58
15	HVAC				\$1,586,332	\$26.56
15	Plumbing				\$735,000	\$12.31
15	Fire Protection - Wet Pipe				\$250,000	\$4.19
16	Electrical				\$2,308,023	\$38.65
17	Target VE: Global Building SF Reduction				(\$929,000)	(\$15.56)
	TOTAL DIRECT COSTS				\$21,361,108	\$357.71
	Preconstruction Fee				\$15,000	
	CM General Conditions (@ \$24M)				\$890,153	
	Bonds & Insurance above \$15.8M (@ \$24M)				\$95,516	
	CM Fee (@ \$24M)	2.85%			\$636,883	
	CM Contingency	4.00%			\$906,455	
	VE #16: Reduce CM Contingency				(\$406,000)	
	Design Contingency	4.00%			\$906,455	
	VE #17: Reduce Design Contingency				(\$406,000)	
	PROJECT TOTAL				\$23,999,570	\$428.56

Project:

Owner:

Date:

Site Area (Ac):

Level 0 (Trap) GSF :

Level 1 GSF :

Level 2 GSF :

Level 3 (Catwalk)

TOTAL SF:

TOTAL SF w/ VE:

\$/SF:

Lawrenceville Performing Arts Center

City of Lawrenceville

05.30.19

1.84

15,474

27,414

15,262

1,566

59,716

56,000

\$428.56



50% DD Estimate Detail

Division	Item Description	Qty	Units	\$ / Unit	Value	\$/GSF
2	Sitework & Utilities				\$1,682,204	\$28.17
	Surveying & Layout, Asbuilts, Hydrology	1.00	LS	\$20,000	\$20,000	
	Site Demo, Clearing, & Grubbing	1.00	LS	\$188,150	\$188,150	
	Earthwork & Subdrainage	1.00	LS	\$450,820	\$450,820	
	Pervious Paver Subdrainage	1.00	LS	\$52,440	\$52,440	
	VE #20: Reduce Pervious Pavers from 4,300 SF to 2,762 SF	-1.00	LS	\$18,756	(\$18,756)	
	Erosion Controls	1.00	LS	\$61,350	\$61,350	
	Water line Connection along N. Clayton Street from Pike to Crogan	1.00	LS	\$312,750	\$312,750	
	Site Water (Fire & Dom) Utility	1.00	LS	\$124,200	\$124,200	
	Site Sanitary Sewer Utility	1.00	LS	\$86,250	\$86,250	
	Site Storm Sewer	1.00	LS	\$271,157	\$271,160	
	Site Allowances	1.00	LS		\$133,840	
2	Paving / Striping / Curb & Gutter				\$114,075	\$1.91
	HD Asphalt Paving	500	SY	\$65.00	\$32,500	
	GDOT Asphalt Paving	375	SY	\$90.00	\$33,750	
	Curb & Gutter	250	LF	\$25.00	\$6,250	
	Curb & Gutter DOT	745	LF	\$35.00	\$26,075	
	Curb Inlets	7	EA	\$500.00	\$3,500	
	DOT Drive Apron	600	SF	\$15.00	\$9,000	
	Pavement Markings & Signs	1	LS	\$3,000	\$3,000	
2	Site Improvements				\$510,621	\$8.55
	Concrete Site Walls	5,875	SFCA	\$22.33	\$131,189	
	Concrete Site Wall Foundations	240	CY	\$335.00	\$80,400	
	Concrete Sidewalks	27,835	SF	\$6.00	\$167,010	
	Brick Paver @ Sidewalks	4,726	SF	\$10.00	\$47,264	
	VE #2: Reduce Brick Pavers at Streetscape walks (35% to 17%)	-1.00	LS	\$23,632	(\$23,632)	
	Pervious Pavers per Plan	1,500	SF	\$10.00	\$15,000	
	Pervious Pavers (to reach 2,762 SF)	1,262	SF	\$10.00	\$12,620	
	Decorative Fencing - Screenwall & Gate	110	LF	\$65.00	\$7,150	
	Landscaping - Trees, Shrubs, & Groundcovers	1	LS	\$54,120	\$54,120	
	Irrigation System	1	LS	\$19,500	\$19,500	
3	Concrete				\$2,485,614	\$41.62
	Foundation Wall Footing	952	CY	\$400.00	\$380,800	
	Foundation Wall	32,704	SFCA	\$26.75	\$874,832	
	Building Foundations	408	CY	\$400.00	\$163,200	
	Building Walls	3,784	SFCA	\$20.00	\$75,680	
	Slab on Grade	24,647	SF	\$8.00	\$197,176	
	Elevated SOD	11,476	SF	\$7.00	\$80,332	
	VE #21: Add for concrete @ roof above classrooms (Remove mechanical platform	6,418	SF	\$7.00	\$44,926	
	Topping on Precast	12,427	SF	\$4.00	\$49,708	
	Elevated Concrete Structure	15,474	SF	\$40.00	\$618,960	
3	Structural Precast				\$2,506,740	\$41.98
	Structural Precast System	1	LS	\$2,436,640	\$2,436,640	
	Precast Caulking	1	LS	\$70,100	\$70,100	
4	Masonry				\$803,841	\$13.46
	Granite Site Walls	5,560	SF	\$32.50	\$180,700	
	VE #3: Provide Brick @ Site Walls instead of Granite	1.00	LS	-\$63,940	(\$63,940)	
	CMU Walls	29,300	SF	\$12.00	\$351,600	
	Interior Brick Veneer	2,500	SF	\$19.00	\$47,500	

	VE #4: Remove Interior Brick Veneer	-1.00	LS	\$42,500	(\$42,500)	
	Exterior Brick Veneer	12,135	SF	\$21.00	\$254,835	
	Cast Stone	2,776	SF	\$27.25	\$75,646	
5	Steel				\$2,407,898	\$40.32
	Structural Steel	1	LS	\$2,023,035	\$2,023,035	
	Remove Steel Stairs @ stairs #2,#3,#4	-1	LS	\$83,182	(\$83,182)	
	Add Steel Framing at ACM Canopies	1	LS	\$73,402	\$73,402	
	Add 4" Channel @ Gridiron instead of grating	1	LS	\$81,694	\$81,694	
	Add for floating wall @ Monument Stair	1	LS	\$25,779	\$25,779	
	VE #20: Remove Floating wall @ Monumental Stair	-1.00	LS	\$25,779	(\$25,779)	
	Add for mechanical screenwall & posts	1	LS	\$12,000	\$12,000	
	VE #21: Add for beams @ roof above classrooms (Remove mechanical platform	1	LS	\$32,995	\$32,995	
	Add Partition & Vanity Supports	1	LS	\$32,000	\$32,000	
	VE #22: Add Switchback Stair & Ladder @ Gridiron instead of spiral stair	1	LS	\$28,304	\$28,304	
	VE #5: Provide Decorative Railing instead of Glass Railing	1	LS	\$62,650	\$62,650	
	Aluminum Railings	1	LS	\$145,000	\$145,000	
6	Carpentry				\$104,503	\$1.75
	Rough Carpentry: Roof Nailers & In-wall Blocking	59,716	SF	\$1.75	\$104,503	
7	Moisture Protection				\$834,700	\$13.98
	2-ply Mod Bit Roofing System	6,500	SF	\$21.00	\$136,500	
	TPO Roofing System	22,220	SF	\$16.00	\$355,520	
	VE #7: Provide Slope in Structure instead of fully tapered system	1.00	LS	-\$28,720	(\$28,720)	
	Composite Metal Panels	1	LS	\$177,600	\$177,600	
	Fluid Applied Air Barrier - Brick & ACM	17,284	SF	\$3.50	\$60,494	
	Dampproofing @ Ext Planter Walls	5,532	SF	\$0.75	\$4,149	
	Waterproofing - Elev & Wheelchair Pits	4	EA	\$2,000	\$8,000	
	Waterproofing - Retaining Walls	11,120	SF	\$4.50	\$50,040	
	Water Repellants - Exterior Cast Stone	2,284	SF	\$1.25	\$2,855	
	Caulking & Sealants	59,716	GSF	\$0.65	\$38,815	
	Spray Applied Acoustic Insulation - DT's over Auditorium	4,821	SF	\$4.25	\$20,489	
	Expansion Joints & Covers	59,716	GSF	\$0.15	\$8,957	
8	Windows & Doors				\$1,078,280	\$18.06
	D/F/H - Furnish	211	EA	\$2,250	\$474,750	
	D/F/H - Install	211	EA	\$120	\$25,320	
	Ext. Aluminum Curtainwall	4,909	SF	\$78.00	\$382,902	
	Ext. Aluminum Curtainwall (Operable @ Cabaret)	250	SF	\$100.00	\$25,000	
	Ext. Aluminum Storefront	1,232	SF	\$58.00	\$71,456	
	Aluminum Storefront Doors	11	EA	\$5,550	\$61,050	
	Int. Aluminum Storefront	280	SF	\$85.00	\$23,800	
	Mirrors & Borrowed Lites	59,716	GSF	\$0.10	\$5,972	
	Rehearsal Wall Mirror	400	SF	\$11.00	\$4,400	
	Restroom Mirrors	330	SF	\$11.00	\$3,630	
	Glass Handrails	179	LF	\$525.00	\$93,975	
	VE #5: Provide Decorative Railing instead of Glass Railing	-1	LS	\$93,975	(\$93,975)	
9	Finishes				\$1,845,282	\$30.90
	Gypsum Board Assemblies & Ceilings	1	LS	\$1,100,000	\$1,100,000	
	Level 5 @ Gallery	1,500	SF	\$2.00	\$3,000	
	Acoustical Wall Assembly @ Classrooms (double stud per Threshold Acoustics)	1	LS	included	included	
	Scaffold work platform	1	LS	\$70,000	\$70,000	
	Acoustical Sound Panels	59,716	GSF	\$2.20	\$131,375	
	LVT	7,312	SF	\$5.50	\$40,216	
	VE #8: Provide VCT instead of LVT	1	LS	-\$25,592	(\$25,592)	
	Carpet Tile @ Lobbies (35%)	398	SY	\$40.00	\$15,918	
	Carpet Tile & Carpet Runners @ Theater	455	SY	\$40.00	\$18,200	
	Carpet Tile @ Offices & Classrooms	577	SY	\$30.00	\$17,310	
	Epoxy Terrazzo (65%)	6,651	SF	\$22.00	\$146,332	
	Epoxy Terrazzo Base	1,500	LF	\$22.00	\$33,000	
	VE #16: Remove Terrazzo & Terrazzo Base	1	LS	-\$179,332	(\$179,332)	
	VE #16: Provide Carpet instead of Terrazzo	1	LS	\$29,930	\$29,930	
	Porcelain Tile	4,000	SF	\$14.60	\$58,400	
	Quarry Tile	0	SF	\$10.00	\$0	
	Sealed Concrete	10,900	SF	\$1.25	\$13,625	
	Polished Concrete	2,450	SF	\$5.00	\$12,250	

	Resilient Base	6,000	LF	\$1.50	\$9,000	
	Theatrical Wood Flooring (Stage, Cabaret, Rehearsal)	8,500	SF	\$12.75	\$108,375	
	Theatrical Wood Flooring (Classrooms)	3,500	SF	\$12.75	\$44,625	
	LVT Floating Wood Floor (Stage Cabaret, Rehearsal)	0	SF	\$5.10	\$0	
	Walk-Off Grills	300	SF	\$50.00	\$15,000	
	Painting	1	LS	\$175,000	\$175,000	
	Vinyl Wallcovering	1,730	SF	\$5.00	\$8,650	
10	Specialties				\$150,180	\$2.51
	Signage - RR & Stairs Only	20	EA	\$100.00	\$2,000	
	Signage - Building Lettering	0	EA	\$150.00	\$0	
	Visual Display Units @ CR	192	SF	\$15.00	\$2,880	
	Toilet Partitions & Screens	20	EA	\$1,350	\$27,000	
	Toilet Accessories	35	EA	\$750	\$26,250	
	Fire Extinguishers & Cabinets	15	EA	\$250.00	\$3,750	
	FRP Wall Protection - BOH Production	0	SF	\$4.00	\$0	
	Aluminum Canopy - Loading Dock	370	SF	\$50.00	\$18,500	
	Aluminum Canopy - Entry	400	SF	\$50.00	\$20,000	
	Aluminum Canopy - Connect from existing to new PAC	996	SF	\$50.00	\$49,800	
11	Equipment				\$42,500	\$0.71
	Dock Equipment: 3 Dock Doors, 1 Leveler, & Bumpers	3	EA	\$12,500	\$37,500	
	Commercial Washer & Dryer (NIC)	0	LS	\$25,000	\$0	
	Paint Booth	1	EA	\$5,000.00	\$5,000	
12	Furnishings				\$327,235	\$5.48
	Millwork - Cabaret Panels	2,000	SF	\$40	\$80,000	
	VE #10: Remove Millwork - Cabaret Panels to FFE Budget	-1	LS	\$80,000	(\$80,000)	
	Millwork - Theater / Stage Panels	7,000	SF	\$40	\$280,000	
	Millwork - Lobby Base & Top	100	LF	\$350	\$35,000	
	VE #11: Remove Millwork - Lobby Base & Top to FFE Budget	-1	LS	\$35,000	(\$35,000)	
	Millwork - Catering Base & Top	40	LF	\$300	\$12,000	
	Millwork - Catering Wall Cabinet	30	LF	\$125	\$3,750	
	Millwork - RR Vanities	100	LF	\$180	\$18,000	
	Millwork - Lobby Reception Wall	150	LF	\$0	\$0	
	Millwork - Instrument Rooms	40	LF	\$300	\$12,000	
	Roller Shades @ Classroom	330	SF	\$4.50	\$1,485	
13	Special Construction				\$2,303,482	\$38.57
	Fixed Auditorium Seating & Loose Seating - Proscenium	500	EA	\$354	\$177,000	
	Acoustics - Motorized & Manual	1	LS	\$29,500	\$29,500	
	Theatrical Platforms - Framed Risers & Platforms	1	LS	\$46,640	\$46,640	
	Theatrical Rigging & Draperies	1	LS	\$457,681	\$457,681	
	Theatrical Stage Lift	1	LS	\$270,000	\$270,000	
	Theatrical Seat Wagon	1	LS	\$0	\$0	
	Theatrical Lighting (By Owner)	0	LS	\$371,208	\$0	
	Theatrical Lighting Controls & Dimming	1	LS	\$346,426	\$346,426	
	Theatrical Switches	1	LS	\$14,565	\$14,565	
	Theatrical Audio Visual	1	LS	\$385,262	\$385,262	
	Theatrical Ancillary spaces (Lobby, BOH, Facility Infrastructure)	1	LS	\$89,080	\$89,080	
	Cabaret Space Allowance	1	LS	\$412,328	\$412,328	
	Theater Reflectors	1	LS	\$75,000	\$75,000	
14	Conveying				\$213,600	\$3.58
	Public / Service Elevator - Traction MRL, 4K lb	2	Stops	\$45,000	\$90,000	
	Service Elevator - Traction MRL, 5K lb	2	Stops	\$45,000	\$90,000	
	Wheelchair Lift	2	Stops	\$16,800	\$33,600	
15	HVAC				\$1,586,332	\$26.56
	HVAC System Total	1	LS	\$1,586,332	\$1,586,332	
15	Plumbing				\$735,000	\$12.31
	Plumbing System Total	1	LS	\$700,000	\$700,000	
	Sanitary Lift Station	1	LS	\$35,000	\$35,000	
	Booster Pump - Domestic	1	LS	included	included	
	Acoustical - Noise & Vibration Control	1	LS	included	included	

15	Fire Protection - Wet Pipe				\$250,000	\$4.19
	Fire Protection - Wet Pipe	1	LS	\$250,000	\$250,000	
	Standpipe System	1	LS	included	included	
	Booster Pump - Fire	1	LS	included	included	
	Clean Agent System	1	LS	\$20,000	\$20,000	
	VE #13: Remove Clean Agent System	-1	LS	\$20,000	(\$20,000)	
16	Electrical				\$2,308,023	\$38.65
	Power & Distribution	59,716	GSF	\$17.00	\$1,015,172	
	UPS System	59,716	GSF	\$0.85	\$50,759	
	Lighting - Site, House, & Controls	59,716	GSF	\$13.00	\$776,308	
	LV Rough-in (Theatrical)	59,716	GSF	\$1.50	\$89,574	
	Generator & ATS	59,716	GSF	\$0.85	\$50,759	
	Lightning Protection	59,716	GSF	\$0.75	\$44,787	
	Fire Alarm	59,716	GSF	\$1.10	\$65,688	
	Communications Cabling	59,716	GSF	\$1.70	\$101,517	
	Access Control & Intrusion	59,716	GSF	\$1.90	\$113,460	
	Audio & Video - Classroom	59,716	GSF	\$1.00	\$59,716	
	VE #15: Remove Audio & Video - Classroom	-1	LS	\$59,716	(\$59,716)	
17	Target VE: Global Building SF Reduction				(\$929,000)	(\$15.56)
	VE #14: Reduce Building SF from 59,700 to 56,000 SF (TARGET)	-3,716	SF	\$250	(\$929,000)	
	TOTAL DIRECT COSTS				\$21,361,108	\$357.71
	Preconstruction Fee				\$15,000	
	CM General Conditions (@ \$24M)				\$890,153	
	Bonds & Insurance above \$15.8M (@ \$24M)				\$95,516	
	CM Fee (@ \$24M)	2.85%			\$636,883	
	CM Contingency	4.00%			\$906,455	
	VE #16: Reduce CM Contingency				(\$406,000)	
	Design Contingency	4.00%			\$906,455	
	VE #17: Reduce Design Contingency				(\$406,000)	
	PROJECT TOTAL				\$23,999,570	\$428.56

Project: Lawrenceville Performing Arts Center
 Owner: City of Lawrenceville
 Date: 05.30.19



50% DD Estimate - VALUE ENGINEERING LOG

Item	Value Engineering Ideas	VE Value	Accepted	Pending	Rejected	Notes
1	Alt #1 - Provide Reg Pavers instead of Pervious Paver System. (Drainage)	(\$50,440)			(\$50,440)	
2	Alt #2 - Reduce Brick Pavers @ Streetscape (35% to 17%)	(\$23,630)	(\$23,630)			
3	Alt #3 - Provide Brick at Site walls instead of Granite	(\$63,940)	(\$63,940)			
4	Alt #4 - Remove interior brick veneer	(\$40,000)	(\$40,000)			
5	Alt #5 - Provide Decorative Railing instead of Glass Railing	(\$31,325)	(\$31,325)			
6	Alt #6 - Remove Mod Bit & provide TPO at CR Wing Roof	(\$32,500)			(\$32,500)	
7	Alt #7 - Provide Slope in structure instead of fully tapered roof	(\$28,720)	(\$28,720)			
8	Alt #8 - Provide VCT instead of LVT	(\$25,592)	(\$25,592)			
9	Alt #9 - Provide Tile instead of Terrazzo	(\$88,161)			(\$88,161)	Can not be accepted with #16.
10	Alt #10 - Provide Cabaret Panels with FFE	(\$80,000)	(\$80,000)			
11	Alt #11 - Provide Lobby Millwork Counters with FFE	(\$35,000)	(\$35,000)			
12	Alt #12 - Accept Previous Theatrical VE items	\$0				Cost Reductions included in body of estimate
13	Alt #13 - Remove Clean Agent System	(\$20,000)	(\$20,000)			
14	Alt #14 - Reduce Bldg SF from 59.7K to 56K SF (TARGET)	(\$925,000)	(\$925,000)			
15	Alt #15 - Remove A/V @ Classroom	(\$59,716)	(\$59,716)			
16	Alt #16 - Remove Terrazzo & Provide Carpet	(\$149,403)	(\$149,403)			Can not be accepted with #9.
17	Alt #17 - Reduce Design Contingency	(\$406,000)	(\$406,000)			
18	Alt #18 - Reduce CM Contingency	(\$406,000)	(\$406,000)			
19	Alt #19 - Reduce Pervious Pavers from 4,300 SF to 2,762 SF as shown on drawings	(\$18,756)	(\$18,756)			
20	Alt #20 - Remove Floating Wall at Monumental Stair	(\$25,779)	(\$25,779)			
21	Alt #21 - Add Steel Beams and Concrete at Roof above Classroom Space	\$77,921	\$77,921			
22	Alt #22 - Add Switchback Stair & Ladder instead of Spiral Stairs in Flytower	\$28,304	\$28,304			
TOTAL VE IDEAS		(\$2,403,737)	(\$2,232,636)	\$0	(\$171,101)	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL MEETING JUNE 3, 2019

AGENDA CATEGORY: NEW BUSINESS

Item: Approval of Authorizing Bond Resolution and Intergovernmental Agreement with Lawrenceville Building Authority.

Department: Finance

Date of Meeting: Monday, June 3, 2019

Fiscal Impact:

Presented By: Keith Lee

Action Requested: Adoption of Resolution and Approval of Agreement. Approval of Mayor to sign all documents to effectuate the sale of the bonds pursuant to approval of the Bond Council and City Attorney.

Summary: In preparation for the 2019 Series Bonds for the Lawrenceville Performing Arts Center the City will enter into an agreement with the Lawrenceville Building Authority (LBA) to issue revenue bonds. The Resolution authorizes the issuance of those bonds and the agreement sets for the terms for repayment from the City.

Background:

Fiscal Impact: This is the authorization to proceed with the bonds. In July the City and LBA will be presented with the results of the competitive sale for acceptance. The debt service schedule and coupons will be presented at that time.

Concurrences:

Attachments/Exhibits: Agreement of Sale
Authorizing Resolution

AUTHORIZING RESOLUTION

WHEREAS, in furtherance of the purposes for which it was created, the Lawrenceville Building Authority (the “Issuer”) proposes to issue not to exceed \$28,000,000 in original aggregate principal amount of its Revenue Bonds (Lawrenceville Performing Arts Complex Project), Series 2019A and its Revenue Bonds (Lawrenceville Performing Arts Complex Project), Federally Taxable Series 2019B (collectively the “Series 2019 Bonds”), in order to finance the costs of acquiring, constructing, and installing a performing arts complex, including an approximately 500-seat mainstage theater with fly loft, a cabaret theater, office suites, educational and rehearsal space, and renovations to existing facilities (the “Project”), and to finance related costs; and

WHEREAS, Section 36-34-3 of the Official Code of Georgia Annotated authorizes the City of Lawrenceville, Georgia (the “Purchaser”) to acquire, construct, own, operate, and improve parking areas, parking buildings, buildings for educational purposes, and buildings used or useful for public amusement purposes, together with facilities or buildings used for any combination of the above; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 authorizes the Purchaser (1) to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide, and (2) in connection with any such contract to convey any existing facilities or equipment to any public corporation or public authority; and

WHEREAS, the Issuer proposes to sell the Project to the Purchaser pursuant to an Agreement of Sale (the “Agreement”), to be dated as of the first day of the month of its execution and delivery, the form of which has been filed with the Purchaser and submitted to the City Council of the Purchaser, under the terms of which the Purchaser will agree to (1) make installment payments of purchase price to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, and premium, if any, and interest on, the Series 2019 Bonds when due, and (2) levy an annual ad valorem tax on all taxable property located within the corporate limits of the Purchaser, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the Purchaser’s obligations under the Agreement; and

WHEREAS, the Issuer adopted a Master Bond Resolution on June 3, 2019 (the “Master Bond Resolution”), authorizing the issuance of the Series 2019 Bonds, and the Issuer has furnished the Purchaser with a certified copy of the Master Bond Resolution; and

WHEREAS, pursuant to the Master Bond Resolution, the payments to be received by the Issuer from the Purchaser pursuant to the Agreement are pledged to, and a first priority lien is created thereon as security for, the payment of principal of, premium, if any, and interest on the Series 2019 Bonds and any Additional Bonds (as defined in the Master Bond Resolution) that may be issued; and

WHEREAS, the Master Bond Resolution sets forth, among other things, that the Series 2019 Bonds shall bear interest at the rates per annum to be specified in a resolution supplementing the Master Bond Resolution (the “Supplemental Resolution”) to be adopted by the Issuer (but which shall not in any event exceed a maximum per annum rate of interest of 5.00%), computed on the basis of a 360-day year consisting of twelve 30-day months, payable on April 1, 2020, and semiannually thereafter on each October 1 and April 1 and shall mature on October 1, in the years (with a term not exceeding 40 years) and in the principal amounts to be specified in the Supplemental Resolution (provided the principal of and interest on the Series 2019 Bonds payable in any year shall not in any event exceed a maximum amount of \$2,700,000), unless earlier called for redemption; and

WHEREAS, the Issuer will authorize the marketing of the Series 2019 Bonds by means of a Preliminary Official Statement, to be dated the date of its printing (the “Preliminary Official Statement”), and an Official Statement, to be dated the date of its printing (the “Official Statement”), both of which shall contain information about the Issuer, the Purchaser, and the Project; and

WHEREAS, the Issuer plans to sell the Series 2019 Bonds of each series as a unit either through a negotiated or competitive sale as the Issuer may determine; and

WHEREAS, if the Issuer determines to sell the Series 2019 Bonds through a negotiated sale, the Issuer will sell the Series 2019 Bonds of each series to an underwriter selected by the Issuer for a price to be specified in the Supplemental Resolution pursuant to a purchase contract among the Issuer, the Purchaser, and such underwriter; and

WHEREAS, if the Issuer determines to sell the Series 2019 Bonds through a competitive sale, the Issuer will authorize and approve the use and distribution by the Issuer of an Official Notice of Sale with respect to the Series 2019 Bonds (the “Notice of Sale”), providing for the receipt by the Issuer of electronic bids submitted via PARITY for the purchase of the Series 2019 of each series Bonds, and the Preliminary Official Statement; and

WHEREAS, after careful study and investigation, the Purchaser desires to enter into the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lawrenceville, Georgia as follows:

1. The form, terms, and conditions and the execution, delivery, and performance of the Agreement, which has been filed with the Purchaser, are hereby approved and authorized. The Agreement shall be in substantially the form submitted to the City Council of the Purchaser with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor or Mayor Pro Tempore of the Purchaser, whose approval thereof shall be conclusively evidenced by the execution of the Agreement.

2. The Mayor or Mayor Pro Tempore of the Purchaser is hereby authorized and directed to execute on behalf of the Purchaser the Agreement, and the City Clerk of the Purchaser is hereby authorized and directed to affix thereto and attest the seal of the Purchaser, upon proper execution and delivery of the Issuer, provided, that in no event shall any such attestation or

affixation of the seal of the Purchaser be required as a prerequisite to the effectiveness thereof, and the Mayor or Mayor Pro Tempore and City Clerk of the Purchaser are authorized and directed to deliver the Agreement on behalf of the Purchaser to the Issuer, and to execute and deliver all such other instruments, contracts, documents, affidavits, or certificates (including, without limitation, a purchase contract among the Issuer, the Purchaser, and an underwriter selected by the Issuer, providing for the sale of the Series 2019 Bonds of each series (if the Issuer determines to sell the Series 2019 Bonds through a negotiated sale), a Rule 15c2-12 Certificate, and a Continuing Disclosure Certificate) and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Series 2019 Bonds and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

3. The use and distribution of a Notice of Sale (if the Issuer determines to sell the Series 2019 Bonds through a competitive sale) and the Preliminary Official Statement and Official Statement with respect to the Series 2019 Bonds shall be and are hereby authorized, ratified, confirmed, and approved, and execution and delivery of the Official Statement in final form shall be and are hereby authorized, ratified, confirmed, and approved. The Mayor or Mayor Pro Tempore is hereby authorized and directed to ratify, confirm, approve, execute, and deliver the Official Statement on behalf of the Purchaser, and the execution of an Official Statement by the Mayor or Mayor Pro Tempore shall constitute conclusive evidence of the Mayor or Mayor Pro Tempore's ratification, confirmation, approval, and delivery thereof on behalf of the Purchaser.

4. This Resolution and the Agreement, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of the Purchaser and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 3rd day of June 2019.

CITY OF LAWRENCEVILLE

(SEAL)

By: _____
Mayor

Attest:

City Clerk

CITY CLERK'S CERTIFICATE

I, **KAREN PIERCE**, the duly appointed, qualified, and acting City Clerk of the City of Lawrenceville (the "Purchaser"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on June 3, 2019, by the City Council of the Purchaser in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the Purchaser, by a vote of ____ Yea and ____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the Purchaser, which is in my custody and control.

GIVEN under my hand and the seal of the Purchaser, this 3rd day of June 2019.

(SEAL)

City Clerk, City of Lawrenceville

LAWRENCEVILLE BUILDING AUTHORITY
(a public corporation created
and existing under the laws of the State of Georgia)

as Seller

and

CITY OF LAWRENCEVILLE, GEORGIA
(a municipal corporation created and existing under
the laws of the State of Georgia)

as Purchaser

AGREEMENT OF SALE

Dated as of _____ 1, 2019

THE RIGHTS AND INTEREST OF THE LAWRENCEVILLE BUILDING AUTHORITY IN THIS AGREEMENT OF SALE AND THE REVENUES AND RECEIPTS DERIVED HEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO SECURE THE BONDHOLDERS (AS DEFINED HEREIN) PURSUANT TO A MASTER BOND RESOLUTION ADOPTED BY THE LAWRENCEVILLE BUILDING AUTHORITY ON _____, 2019.

AGREEMENT OF SALE

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and is only for convenience of reference.)

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AGREEMENT OF SALE

This **AGREEMENT OF SALE**, dated as of _____ 1, 2019, by and between the Lawrenceville Building Authority (the “Issuer”), a public corporation created and existing under the laws of the State of Georgia, and the City of Lawrenceville, Georgia (the “Purchaser”), a municipal corporation created and existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, the Issuer desires to sell the Project, as hereinafter defined, to the Purchaser, and the Purchaser desires to purchase the Project from the Issuer, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Issuer and the Purchaser are authorized under the Constitution and statutes of the State of Georgia to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. Certain words and terms used in this Agreement are defined herein. When used herein, such words and terms shall have the meanings given to them by the language employed in this Article I defining such words and terms, unless the context clearly indicates otherwise. In addition to the words and terms defined elsewhere herein, the following words and terms are defined terms under this Agreement:

“Act” means an Act of the General Assembly of the State of Georgia entitled the “Lawrenceville Building Authority Act” (2015 Ga. Laws 4219 to 4229, inclusive), as the same may be from time to time supplemented and amended.

“Additional Bonds” means the additional parity Bonds authorized to be issued by the Issuer pursuant to the terms and conditions of Section 2.9 of the Bond Resolution.

“Additions” or **“Alterations”** means modifications, repairs, renewals, improvements, replacements, alterations, additions, enlargements, or expansions in, on, or to the Project, including any and all machinery, furnishings, and equipment therefor.

“Agreement” means the within Agreement of Sale between the Issuer and the Purchaser, as the same may be amended from time to time in accordance with the provisions hereof.

“Authorized Issuer Representative” means the person at the time designated to act on behalf of the Issuer by written certificate furnished to the Purchaser and the Project Fund Depository, containing the specimen signature of such person and signed on behalf of the Issuer by the Chairman or Vice Chairman of its Governing Body. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Authorized Purchaser Representative” means the person at the time designated to act on behalf of the Purchaser by written certificate furnished to the Issuer and the Project Fund Depository, containing the specimen signature of such person and signed on behalf of the Purchaser by its Mayor or Mayor Pro Tempore. Such certificate or any subsequent or supplemental certificate so executed may designate an alternate or alternates.

“Bond Counsel” means any firm of nationally recognized bond counsel experienced in matters relating to tax-exempt financing, appointed by the Purchaser.

“Bond Purchaser” means, for purposes of the Series 2019 Bonds, _____.

“Bond Resolution” means the resolution or resolutions adopted by the Governing Body of the Issuer authorizing the issuance and sale of the Bonds and the security therefor.

“Bondholders” means the Persons in whose names any of the Bonds are registered on the registration books of the Issuer.

“Bonds” means the Series 2019 Bonds and all series of Additional Bonds from time to time authenticated and delivered under the Bond Resolution.

“Building” means those certain buildings and all other facilities and improvements constituting part of the Project and not constituting part of the Equipment, which are or will be located on the Premises.

“Code” means the Internal Revenue Code of 1986, as amended.

“Completion Date” means the date of completion of the acquisition, construction, and installation of the Project, as that date shall be certified as provided in Section 4.06 hereof.

“Construction Contracts” means the contracts between the Issuer or the Purchaser, on behalf of the Issuer, and the general contractor for the construction of the Project and the contracts between the Issuer or the Purchaser, on behalf of the Issuer, and suppliers of materials and Equipment.

“Construction Period” means the period between the beginning of construction of the Building and site work incidental thereto and the Completion Date.

“Consulting Architect” means the architect or architectural firm at the time employed by the Purchaser and designated to act on behalf of the Issuer by written certificate furnished to the Project Fund Depository, containing the signature of such person or the signature of a partner or officer of such firm, and signed on behalf of the Purchaser by Mayor or Mayor Pro Tempore and on behalf of the Issuer by the Chairman or Vice Chairman of its Governing Body. The Consulting Architect shall be registered and qualified to practice under the laws of the State and shall not be a full-time employee of the Issuer or the Purchaser.

“Costs of the Project” means those costs and expenses in connection with the acquisition, construction, and installation of the Project permitted by Section 4.03 hereof to be paid or reimbursed from proceeds of the Bonds.

“Equipment” means the equipment, machinery, furnishings, and other property described in Exhibit B attached hereto, which, by this reference thereto, is incorporated herein.

“Event of Default” means any event specified in Section 8.01 of this Agreement.

“Fiscal Year” means any period of twelve consecutive months adopted by the Purchaser as its fiscal year for financial reporting purposes and shall initially mean the period beginning on July 1 of each calendar year and ending on June 30 of the next calendar year.

“Governing Body” means, in the case of the Issuer, its members and, in the case of the Purchaser, its City Council.

“Issuer” means the Lawrenceville Building Authority, a public corporation created and existing under the laws of the State, the party of the first part hereto, and its successors and assigns.

“Lien” means any mortgage or pledge of or security interest in or lien, charge, or encumbrance on the Project.

“Moody’s” means Moody’s Investors Service, Inc. or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized securities rating agency as may be designated in writing by the Purchaser. The notice address of Moody’s shall be 7 World Trade Center, 250 Greenwich Street, New York, New York 10007.

“Permitted Investments” means obligations in which the Issuer is permitted to invest moneys of the Issuer pursuant to applicable law that have (or are collateralized by obligations that have) a Rating by any Rating Agency that is equal to or greater than the third highest long-term Rating of such Rating Agency, or that bears (or are collateralized by obligations that bear) the second highest short-term Rating of such Rating Agency.

“Person” means natural persons, firms, joint ventures, associations, limited liability companies, trusts, partnerships, corporations, and public bodies.

“Plans and Specifications” means the detailed plans and specifications for the construction of the Project prepared by the Consulting Architect or by architects and engineers acceptable to the Consulting Architect, as amended from time to time by the Purchaser, a copy of which is or will be on file with the Issuer.

“Premises” means the real estate described in Exhibit A attached hereto, which, by this reference thereto, is incorporated herein.

“Project” means a performing arts complex, including an approximately 500-seat mainstage theater with fly loft, a cabaret theater, office suites, educational and rehearsal space, and renovations to existing facilities, and all related property both real and personal, consisting of the Premises, the Building, and the Equipment.

“Project Fund” means the Project Fund created in Section 4.2 of the Bond Resolution and referred to herein.

“Project Fund Depository” means initially Renasant Bank, Lawrenceville, Georgia, and its successors and assigns, or any successor depository for the Project Fund hereafter appointed by the Issuer at the direction of the Purchaser; provided, however, the Project Fund Depository shall at all times be a commercial bank.

“Purchase Price” means the purchase price payable by the Purchaser to the Issuer pursuant to Section 5.03(a) of this Agreement.

“Purchaser” means the City of Lawrenceville, Georgia, a municipal corporation created and existing under the laws of the State, the party of the second part hereto, and its successors and assigns.

“Rating” means a rating in one of the categories by a Rating Agency, disregarding pluses, minuses, and numerical gradations.

“Rating Agencies” or **“Rating Agency”** means Moody’s and Standard & Poor’s or any successors thereto and any other nationally recognized credit rating agency then maintaining a rating on any Bonds at the request of the Purchaser. If at any time a particular Rating Agency does not have a rating outstanding with respect to the relevant Bonds, then a reference to Rating Agency or Rating Agencies shall not include such Rating Agency.

“Rebate Amount” means the rebatable arbitrage in connection with any Tax-Exempt Bonds that is payable to the United States Treasury pursuant to Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

“Rebate Calculator” means any recognized bond counsel, recognized firm of certified public accountants, or other firm reasonably acceptable to the Issuer, which is expert in making the calculations required by Section 148(f) of the Code, appointed by the Purchaser pursuant to Section 4.12 hereof to make the calculations required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

“Regulations” means the Treasury Regulations promulgated under and pursuant to the Code.

“Series 2019A Bonds” means the revenue bonds designated “Lawrenceville Building Authority Revenue Bonds (Lawrenceville Performing Arts Complex Project), Series 2019A,” dated the date of issuance thereof, in the aggregate principal amount of \$_____, to be issued pursuant to the Bond Resolution.

“Series 2019B Bonds” means the revenue bonds designated “Lawrenceville Building Authority Revenue Bonds (Lawrenceville Performing Arts Complex Project), Federally Taxable Series 2019B,” dated the date of issuance thereof, in the aggregate principal amount of \$_____, to be issued pursuant to the Bond Resolution.

“Series 2019 Bonds” means, collectively, the Series 2019A Bonds and the Series 2019B Bonds.

“Series 2019 Disclosure Certificate” means the Continuing Disclosure Certificate, dated the date of issuance of the Series 2019 Bonds, of the Purchaser, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“Sinking Fund” means the Sinking Fund created in Section 4.2 of the Bond Resolution and referred to herein.

“Sinking Fund Custodian” means initially U.S. Bank National Association, Atlanta, Georgia, and its successors and assigns, or any successor custodian for the Sinking Fund hereafter appointed by the Issuer at the direction of the Purchaser; provided, however, the Sinking Fund Custodian shall at all times be a commercial bank.

“Standard and Poor’s” or **“S&P”** means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., or, if such corporation is dissolved or liquidated or otherwise ceases to perform securities rating services, such other nationally recognized

securities rating agency as may be designated in writing by the Purchaser. The notice address of Standard & Poor's shall be 55 Water Street, New York, New York 10041.

"State" means the State of Georgia.

"Tax-Exempt Bonds" means any Bonds the interest on which has been determined, in an unqualified opinion of Bond Counsel, to be excludable from the gross income of the owners thereof for federal income tax purposes.

"Unassigned Rights" means all of the rights of the Issuer to receive reimbursements and payments pursuant to Sections 5.03(b), 6.02, and 8.04 hereof, to give consents and approvals pursuant to Section 4.01 hereof, and to be held harmless and indemnified pursuant to Section 6.02 hereof.

Section 1.02. Construction of Certain Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) "This Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements of sale supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meaning assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.03. Table of Contents; Titles and Headings. The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

Section 1.04. Contents of Certificates or Opinions. Every certificate or opinion with respect to the compliance with a condition or covenant provided for in this Agreement shall include: (i) a statement that the person or persons making or giving such certificate or opinion

have read such covenant or condition and the definitions herein relating thereto, (ii) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based, (iii) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such covenant or condition has been complied with, and (iv) a statement as to whether, in the opinion of the signers, such condition or covenant has been complied with.

Any such certificate or opinion made or given by an official of the Issuer or the Purchaser may be based, insofar as it relates to legal or accounting matters, upon a certificate or an opinion of counsel or an accountant, which certificate or opinion has been given only after due inquiry of the relevant facts and circumstances, unless such official knows that the certificate or opinion with respect to the matters upon which his certificate or opinion may be based as aforesaid is erroneous or in the exercise of reasonable care should have known that the same was erroneous. Any such certificate or opinion made or given by counsel or an accountant may be based (insofar as it relates to factual matters with respect to information that is in the possession of an official of the Issuer or the Purchaser or any third party) upon the certificate or opinion of or representations by an official of the Issuer or the Purchaser or any third party on whom counsel or an accountant could reasonably rely unless such counsel or such accountant knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous or in the exercise of reasonable care should have known that the same were erroneous. The same official of the Issuer or the Purchaser, or the same counsel or accountant, as the case may be, need not certify or opine to all of the matters required to be certified or opined under any provision of this Agreement, but different officials, counsel, or accountants may certify or opine to different matters, respectively.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations by the Issuer. The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Issuer is a public corporation duly created and validly existing under the laws of the State, including the provisions of the Act. The Issuer has all requisite power and authority under the Act and the laws of the State (1) to issue the Series 2019 Bonds to finance the costs of acquiring, constructing, and installing the Project; (2) to acquire, construct, and install the Project and to sell the same to the Purchaser; and (3) to enter into, perform its obligations under, and exercise its rights under this Agreement and the Bond Resolution. The Act authorizes the Issuer to acquire, construct, purchase, equip, extend, improve, and sell any “project,” which is defined to mean and include real and personal property, including buildings and related facilities and equipment, which are necessary or convenient for the efficient operation of the Purchaser. The Act also authorizes the Issuer to issue negotiable revenue bonds in the manner provided by Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the “Revenue Bond Law” (the “Revenue Bond Law”), for the purpose of paying all or any part of the cost of any one or more projects, including the cost of constructing, reconstructing, equipping, extending, adding to, or improving any such project. The Issuer is authorized and empowered under and pursuant to the provisions of the Revenue Bond Law to issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any “undertaking,” which includes buildings to be used for amusement purposes or educational purposes or a combination of the two. The Act also authorizes the Issuer to make and execute with public corporations installment sale agreements relating to its projects and incident to the exercise of the powers of the Issuer, including contracts for selling its projects for the benefit of the Purchaser. The Act also authorizes the Issuer to pledge and assign any of its revenues, income, rent, charges, and fees to provide for the payment of its revenue bonds and to provide for the rights of the holders of such revenue bonds. The Issuer has found that the Project constitutes a “project” within the meaning of that term as defined in the Act, has found that the Project constitutes an “undertaking” within the meaning of that term as defined in the Revenue Bond Law, and has found that the Project is for the lawful and valid public purposes set forth in the Act.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Issuer, after making due inquiry with respect thereto, threatened against or affecting the Issuer in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of the Series 2019 Bonds, the Bond Resolution, this Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Issuer aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings.

(c) Agreements Are Legal and Authorized. The execution and delivery by the Issuer of this Agreement, the Series 2019 Bonds, and the Bond Resolution and the compliance by the Issuer with all of the provisions of each thereof (i) are within the purposes, powers, and authority of the Issuer, (ii) have been done in full compliance with the provisions of the Act and have been approved by the Governing Body of the Issuer and are legal and will not conflict with or constitute on the part of the Issuer a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Issuer is a party or by which the Issuer or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties, and (iii) have been duly authorized by all necessary action on the part of the Issuer.

(d) Governmental Consents. Neither the nature of the Issuer nor any of its activities or properties, nor any relationship between the Issuer and any other Person, nor any circumstance in connection with the offer, issue, sale, or delivery of the Series 2019 Bonds is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Issuer in connection with the execution, delivery, and performance of this Agreement and the Bond Resolution or the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Series 2019 Bonds, except as shall have been obtained or made and as are in full force and effect.

(e) No Defaults. To the knowledge of the Issuer, after making due inquiry with respect thereto, no event has occurred and no condition exists that would constitute an event of default under the Bond Resolution or that, with the lapse of time or with the giving of notice or both, would become such an event of default. To the knowledge of the Issuer, after making due inquiry with respect thereto, the Issuer is not in default or violation in any material respect under the Act or under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) No Prior Pledge. Neither this Agreement nor any of the payments or amounts to be received by the Issuer hereunder have been or will be assigned, pledged, or hypothecated in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Issuer other than as provided in the Bond Resolution.

(g) Disclosure. The representations of the Issuer contained in this Agreement and any certificate, document, written statement, or other instrument furnished to the Bond Purchaser by or on behalf of the Issuer in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact relating to the Issuer and do not omit to state a material fact relating to the Issuer necessary in order to make the statements contained herein and therein relating to the Issuer not misleading. Nothing has come to the attention of the Issuer that would materially and adversely affect or in the future may (so far as the Issuer can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project, by the Issuer or any other transactions contemplated by this Agreement and the Bond Resolution that has not been set forth in the Official Statement relating to the Series 2019 Bonds or in the certificates, documents, and instruments furnished to the Bond Purchaser by or

on behalf of the Issuer prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(h) Compliance with Conditions Precedent to the Issuance of the Series 2019 Bonds. All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Issuer of the Series 2019 Bonds do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the Series 2019 Bonds, together with all other obligations of the Issuer, do not exceed or violate any constitutional or statutory limitation, and the revenues, funds, property, and amounts pledged to the payment of the principal of, premium, if any, and interest on the Series 2019 Bonds, as the same become due, have been calculated to be sufficient in amount for that purpose.

Section 2.02. Representations by the Purchaser. The Purchaser makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Purchaser is a municipal corporation duly created and validly existing under the laws of the State. The Purchaser has all requisite power and authority under the laws of the State to purchase the Project from the Issuer and to enter into, perform its obligations under, and exercise its rights under this Agreement. Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 authorizes the Purchaser (1) to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide, and (2) in connection with any such contract to convey any existing facilities or equipment to any public corporation or public authority. Section 36-34-3 of the Official Code of Georgia Annotated authorizes the Purchaser to acquire, construct, own, operate, and improve parking areas, parking buildings, buildings for educational purposes, and buildings used or useful for public amusement purposes, together with facilities or buildings used for any combination of the above.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Purchaser, after making due inquiry with respect thereto, threatened against or affecting the Purchaser in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Purchaser, or the ability of the Purchaser to perform its obligations under this Agreement, or the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Purchaser is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Purchaser aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. The Purchaser is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Agreement Is Legal and Authorized. The execution and delivery by the Purchaser of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment

of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Purchaser, (ii) are legal and will not conflict with or constitute on the part of the Purchaser a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Purchaser is a party or by which the Purchaser or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Purchaser or any of its activities or properties, and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Governing Body of the Purchaser. This Agreement is the valid, legal, binding, and enforceable obligation of the Purchaser. The officials of the Purchaser executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Purchaser.

(d) Governmental Consents. Neither the Purchaser nor any of its activities or properties, nor any relationship between the Purchaser and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the Purchaser of its obligations under this Agreement or the offer, issue, sale, or delivery by the Issuer of the Series 2019 Bonds, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Purchaser in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Series 2019 Bonds, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Purchaser is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) Compliance with Law. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Purchaser, and there have been no citations, notices, or orders of noncompliance issued to the Purchaser under any such law, ordinance, rule, or regulation.

(g) Restrictions on the Purchaser. The Purchaser is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The Purchaser is not a party to any contract or agreement that restricts the right or ability of the Purchaser to enter into agreements of sale on an installment basis.

(h) Disclosure. The representations of the Purchaser contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Purchaser to the Issuer or the Bond Purchaser in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Purchaser has not disclosed to the Issuer or the Bond Purchaser in writing that materially and adversely affects or in the future may (so far as the Purchaser can now reasonably foresee) materially and adversely affect the purchase of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Purchaser, or the ability of the Purchaser to perform its obligations under this Agreement or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in the Official Statement relating to the Series 2019 Bonds or in the certificates, documents, and instruments furnished to the Bond Purchaser by or on behalf of the Purchaser prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Purchaser's Tax Certificate. The representations and warranties of the Purchaser set forth in the Purchaser's Tax Certificate, dated the date of issuance and delivery of the Series 2019 Bonds, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

(k) Financial Statements. The balance sheet of the Purchaser as of August 31, 2018, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the year ended August 31, 2018 (copies of which, audited by Mauldin & Jenkins, LLC, independent certified public accountants, are included in the Official Statement relating to the Series 2019 Bonds) present fairly the financial position of the Purchaser as of August 31, 2018, and the results of its operations and its cash flows for the year ended August 31, 2018, with such exceptions as may be disclosed in the audit report. Since August 31, 2018, there has been no material adverse change in the financial position or results of operations or cash flows of the Purchaser.

Section 2.03. Reliance by Bondholders. The Issuer and the Purchaser acknowledge and agree that these representations and warranties are made to induce the Bond Purchaser to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the Issuer and the Purchaser in this Agreement are made for the benefit of the Bondholders and may be relied upon by the Bondholders.

[End of Article II]

ARTICLE III

SALE OF THE PROJECT; SECURITY; TITLE

Section 3.01. Sale of the Project. The Issuer hereby sells to the Purchaser, and the Purchaser hereby purchases from the Issuer, the Project at the purchase price set forth in Section 5.03 hereof and in accordance with the provisions of this Agreement. Promptly after acquiring, constructing, and installing each component of the Project, the Issuer shall deliver to the Purchaser documents conveying to the Purchaser good and marketable title (of the same quality as received by the Issuer) to each such component of the Project.

Section 3.02. Security for Payments under this Agreement. (a) As security for the payments required to be made and the obligations required to be performed by the Purchaser under this Agreement, the Purchaser hereby pledges to the Issuer its full faith and credit and taxing power for such payment and performance. The Purchaser covenants that, in order to make any payments of Purchase Price when due from its general funds to the extent required hereunder, it will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The Purchaser further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments of Purchase Price that may be required to be made hereunder, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the Purchaser to make any payments that may be required to be made from its general funds shall constitute a general obligation of the Purchaser and a pledge of the full faith and credit of the Purchaser to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 3.02, then the fiscal officers of the Purchaser are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the Purchaser. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Purchaser had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Purchaser shall make such payments of Purchase Price to the Issuer if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Purchaser covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the Purchaser, as now existent and as the same may hereafter be extended, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Purchaser's obligations under this Agreement, from which revenues the Purchaser agrees to appropriate sums sufficient to pay in full when due all of the Purchaser's obligations under this Agreement. Nothing herein contained, however, shall be construed as limiting the right of the Purchaser to make the payments called for by this

Agreement out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

Section 3.03. Security for the Bonds. As security for the payment of the Bonds, the Issuer has adopted the Bond Resolution. The Purchaser hereby assents to the assignment and pledge made in the Bond Resolution and hereby agrees that its obligations to make all payments under this Agreement shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Issuer of any obligation to the Purchaser, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the Purchaser by the Issuer. The Purchaser further agrees that all payments required to be made under this Agreement, except for those arising out of Unassigned Rights, shall be paid directly to the Sinking Fund Custodian for the account of the Issuer for deposit in the Sinking Fund. The Bondholders shall have all rights and remedies herein accorded to the Issuer (except for Unassigned Rights), and any reference herein to the Issuer shall be deemed, with the necessary changes in detail, to include the Bondholders, and the Bondholders are deemed to be and are third party beneficiaries of the representations, covenants, and agreements of the Purchaser herein contained.

Section 3.04. Warranty of Title. The Issuer warrants that (a) the Purchaser will acquire good and marketable fee simple title to the Premises, (b) the Purchaser will be the legal and equitable owner of all Equipment and the Building and will have good and merchantable title to the Equipment, and (c) the Project is and will be free from all Liens, adverse claims, security interests, and encumbrances.

[End of Article III]

ARTICLE IV

THE PROJECT; ISSUANCE OF THE BONDS; PROJECT FUND

Section 4.01. Agreement to Acquire, Construct, and Install the Project. Promptly following the issuance and sale of the Series 2019 Bonds, the Issuer will acquire the Premises from the Purchaser for the sum of \$10 and in consideration of its agreement to acquire, construct, and install the Building thereon and the Equipment therein. Promptly following the acquisition of the Premises, the Issuer will acquire and construct the Building thereon and acquire and install therein the Equipment and will convey the same to the Purchaser as required by Section 3.01 hereof. The Issuer hereby authorizes the Purchaser to, on its behalf, acquire, construct, and install the Project through the application of moneys to be disbursed from the Project Fund by the Project Fund Depository. The Purchaser agrees (i) that it will exercise the foregoing authorizations given to it by the Issuer, (ii) that it will cause the Equipment to be acquired in the name of the Issuer, and (iii) that the Project has been and will be acquired and constructed without material deviation from the Plans and Specifications. The Issuer will enter into, or accept the assignment of, such contracts as the Purchaser may request in order to effectuate the purposes of this Section 4.01, but it will not execute any other contract or give any order for such construction or such purchase of material, supplies, furnishings, or equipment unless and until the Purchaser shall have approved the same in writing.

The Purchaser covenants to cause the Project to be constructed without material deviation from the Plans and Specifications and the Construction Contracts and warrants that the construction of the Building without material deviation from the Plans and Specifications will, when supplemented by the Equipment, result in facilities suitable for use by the Purchaser and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Purchaser may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Consulting Architect and the Authorized Issuer Representative.

The Purchaser agrees, on behalf of the Issuer, to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of issuance and sale of the Series 2019 Bonds.

Section 4.02. Agreement to Issue the Series 2019 Bonds; Application of Proceeds. In order to provide funds for payment of the Costs of the Project, the Issuer agrees that it will sell and cause to be delivered to the Persons designated by the Bond Purchaser the Series 2019 Bonds in the aggregate principal amount of \$_____ and will thereupon (i) deposit in the Sinking Fund from the proceeds of the sale of the Series 2019 Bonds the amount specified in Section 12.2 of the Bond Resolution, which shall constitute credits on the payment of Purchase Price related to the Series 2019 Bonds as specified in Section 5.03(a) hereof, and (ii) deposit in the Series 2019 Account of the Project Fund the remaining proceeds of the sale of the Series 2019 Bonds.

Section 4.03. Application of Moneys in the Project Fund. The Issuer shall in the Bond Resolution authorize and direct the Project Fund Depository to use the moneys in the Project Fund for the following purposes (but for no other purposes):

(a) payment of (i) the cost of the preparation of Plans and Specifications (including any preliminary study or planning of the Project or any aspect thereof), (ii) the cost of acquisition and construction of the Project and all construction, acquisition, and installation expenses required to provide utility services or other facilities and all real or personal properties deemed necessary in connection with the Project (including development, architectural, engineering, and supervisory services with respect to any of the foregoing), and (iii) any other costs and expenses relating to the Project;

(b) payment of the purchase price of the Premises, the Building, and the Equipment, including all costs incident thereto, payment for labor, services, materials, and supplies used or furnished in site improvement and in the construction of the Project, including all costs incident thereto, payment for the cost of the construction, acquisition, and installation of utility services or other facilities, payment for all real and personal property deemed necessary in connection with the Project, payment of consulting and development fees payable to the Purchaser or others, and payment for the miscellaneous expenses incidental to any of the foregoing items including the premium on any surety bond;

(c) payment of the costs of issuing the Bonds;

(d) payment of expenses incurred in seeking to enforce any remedy against any contractor or subcontractor or their surety in respect of any default under a contract relating to the Project;

(e) payment of the fees or out-of-pocket expenses of the Purchaser, if any, relating to the Project, including, but not limited to, architectural, engineering and supervisory services with respect to the Project;

(f) payment of the fees, or out-of-pocket expenses, if any, of those providing services with respect to the Project, including, but not limited to, architectural, engineering, legal, accounting, and supervisory services;

(g) payment to the Purchaser or the Issuer of such amounts, if any, as shall be necessary to reimburse the Purchaser or the Issuer in full for all advances and payments made by either of them for any of the items set forth in clauses (a) through (e) above;

(h) payment of any other costs and expenses relating to the Project permitted to be paid by the Issuer under the Revenue Bond Law; and

(i) all proceeds of Bonds remaining in the Project Fund after the Completion Date, less amounts retained or set aside to meet costs not then due and payable or which are being contested, shall be deposited in the Sinking Fund.

Section 4.04. Disbursements from the Project Fund. All disbursements from the Project Fund shall be made upon draft, signed by the Authorized Issuer Representative and the Authorized Purchaser Representative, but before they shall sign any such draft, there shall be filed with the Project Fund Depository:

(a) A requisition for such payment (the above-mentioned draft may be deemed a requisition for the purpose of this Section 4.04), stating each amount to be paid and the name of the person to whom payment is due.

(b) A certificate executed by the Authorized Issuer Representative and the Authorized Purchaser Representative attached to the requisition and certifying:

(1) that an obligation in the stated amount has been incurred by the Issuer and that the same is a proper charge against the Project Fund and has not been paid and stating that the bill or statement of account for such obligation, or a copy thereof, is on file in the office of the Purchaser;

(2) that the signers have no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(3) that such requisition contains no item representing payment on account of any retained percentages that the Issuer is, at the date of any such certificate, entitled to retain.

If the requisition for payment is for amounts due under the Construction Contracts, the Purchaser shall maintain in its records (but shall not be required to file with the Project Fund Depository) with respect to each such requisition an application for payment in the form of American Institute of Architects Document G702, Application and Certificate for Payment, and American Institute of Architects Form G703, Continuation Sheets, showing by trade the cost of work on the Project and the cost of materials incorporated into the Project or stored on the Premises, all to the date stated in the Application and Certificate for Payment. The Application and Certificate for Payment must be signed by the Authorized Purchaser Representative, the appropriate contractor under the Construction Contracts, and the Consulting Architect. The cost breakdown included in the Application and Certificate for Payment shall show the percentage of completion of each line item on the Purchaser's detailed estimate of Project costs as submitted to the Project Fund Depository, and the accuracy of the cost breakdown shall be certified by the Purchaser and the appropriate contractor under the Construction Contracts. The completed construction on the Project shall be reviewed (at the time each Application and Certificate for Payment is prepared) by the Consulting Architect, and the Consulting Architect shall certify to the Purchaser as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

Section 4.05. Obligation of the Parties to Cooperate in Furnishing Documents; Reliance of the Project Fund Depository. Upon payment of any expenses of the Issuer incurred in connection therewith pursuant to Section 5.03(b) hereof, the Issuer agrees to cooperate with the Purchaser in furnishing to the Project Fund Depository the documents

referred to in Section 4.04 hereof that are required to effect payments out of the Project Fund, and the Issuer agrees to cause such orders to be directed to the Project Fund Depository as may be necessary to effect payments out of the Project Fund, in accordance with Section 4.04 hereof. Such obligation of the Issuer is subject to any provisions of the Bond Resolution requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Project Fund available for payment under the terms of the Bond Resolution. In making any such payment from the Project Fund, the Project Fund Depository may rely on any such orders and certifications delivered to it pursuant to Section 4.04 hereof.

Section 4.06. Establishment of Completion Date. The Completion Date shall be evidenced to the Project Fund Depository by a certificate of substantial completion listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Issuer Representative and the Authorized Purchaser Representative and approved by the Consulting Architect stating that, except for amounts retained by the Project Fund Depository for Costs of the Project not then due and payable, (i) the acquisition, construction, and installation of the Project has been substantially completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such acquisition, construction, and installation have been paid or provided for, (ii) all other facilities necessary in connection with the acquisition, construction, and installation of the Project have been constructed, acquired, and installed without material deviation from the Plans and Specifications and all costs and expenses incurred in connection therewith have been paid or provided for, and (iii) certificate(s) of occupancy for the Building have been issued by appropriate local governmental authorities. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. The Consulting Architect shall certify the matter covered by clauses (i) and (ii) above. It shall be the duty of the Purchaser to cause the certificate contemplated by this Section 4.06 to be furnished as soon as the acquisition, construction, and installation of the Project shall have been substantially completed.

Section 4.07. Purchaser Required to Pay Project Costs in Event Project Fund Insufficient. In the event the moneys in the Project Fund available for payment of the Costs of the Project shall not be sufficient to pay the costs thereof in full, the Purchaser agrees to complete the acquisition, construction, and installation of the Project and to pay all that portion of the Costs of the Project as may be in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys which will be paid into the Project Fund and which, under the provisions of this Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all the costs that will be incurred in that connection. The Purchaser agrees that if after exhaustion of the moneys in the Project Fund the Purchaser shall pay any portion of the Costs of the Project pursuant to the provisions of this Section 4.07, it shall not be entitled to any reimbursement therefor from the Issuer, the Project Fund Depository, or the Bondholders, nor shall it be entitled to any diminution of the amounts payable under Section 5.03 hereof.

Section 4.08. Authorized Purchaser and Issuer Representatives and Successors. The Purchaser and the Issuer, respectively, shall designate, in the manner prescribed in Section 1.01 hereof, the Authorized Purchaser Representative and the Authorized Issuer Representative. In the event that any person so designated and his alternate or alternates, if any,

should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

Section 4.09. Enforcement of Remedies against Contractors and Subcontractors and their Sureties and Against Manufacturers. The Purchaser covenants that it will take such action and institute such proceedings as shall be necessary to cause and require all contractors and subcontractors and material suppliers to complete their contracts diligently in accordance with the terms of such contracts, including, without limitation, the correction of any defective work, with all expenses incurred by the Purchaser in connection with the performance of its obligations under this Section 4.09 to be considered part of the Costs of the Project referred to in Section 4.03 hereof. The Issuer agrees that the Purchaser may, from time to time, in its own name, or in the name of the Issuer, take such action as may be necessary or advisable, as determined by the Purchaser, to ensure the construction of the Project in accordance with the terms of the Construction Contracts and the Plans and Specifications, to ensure the peaceable and quiet enjoyment of the Project, and to ensure the performance by the Issuer of all covenants and obligations of the Issuer under this Agreement, with all costs and expenses incurred by the Purchaser in connection therewith to be considered as part of the Costs of the Project referred to in Section 4.03 hereof. All amounts recovered by way of penalties, damages, whether liquidated or actual, refunds, adjustments, or otherwise in connection with the foregoing prior to the Completion Date, less any unreimbursed legal expenses incurred to collect the same, shall be paid into the Project Fund and, after the Completion Date, shall be disbursed pursuant to the provisions of Section 4.03(i) of this Agreement.

The Purchaser covenants that it will take such action and institute such proceedings as shall be necessary to cause and require any manufacturers of the Equipment and any dealer to fulfill their warranties and contractual responsibilities diligently in accordance with the terms of any purchase and installation contracts, including, without limitation, the correction of any defective parts or workmanship, with all expenses incurred by the Purchaser in connection with the performance of its obligations under this Section 4.09 to be considered part of the Costs of the Project referred to in Section 4.03 hereof. The Issuer agrees that the Purchaser may, from time to time, take such action as may be necessary or advisable, as may be determined by the Purchaser, to ensure the conformity of the Equipment to the specifications therefor, with all costs and expenses incurred by the Purchaser in connection therewith to be considered as part of the Costs of the Project referred to in Section 4.03 hereof.

Section 4.10. Investment of Funds and Accounts. Subject to Section 4.7 of the Bond Resolution and Section 4.11 hereof, any moneys held as a part of the Sinking Fund, the Project Fund, or any other special trust account shall be invested or reinvested by the Sinking Fund Custodian or the Project Fund Depository, as the case may be, at the written direction of the Authorized Purchaser Representative in such Permitted Investments as may be designated by the Purchaser. The Sinking Fund Custodian or the Project Fund Depository, as the case may be, may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Sinking Fund Custodian or the Project Fund Depository, as the case may be, and shall be deemed at all times a part of the Sinking Fund, the Project Fund, or the trust account described in the preceding paragraph, as the case may be,

and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any losses resulting from such investments shall be charged to such fund or account therein and paid by the Purchaser.

Section 4.11. Special Investment Covenants. The Issuer and the Purchaser each covenant that it will not directly or indirectly use or permit the use of any proceeds (as defined in the Regulations) of any Tax-Exempt Bonds or any other funds of the Issuer or the Purchaser, or take or omit to take any action, or direct the Project Fund Depository or the Sinking Fund Custodian to invest any funds held by it, in such manner as will, or allow any “related party” (as defined in Section 1.150-1(b) of the Regulations) to enter into any arrangement, formal or informal, as will, cause any Tax-Exempt Bonds to be “federally guaranteed,” as such term is used and defined in Section 149(b) of the Code, or to be “arbitrage bonds” within the meaning of Section 148 of the Code, and any Regulations proposed or promulgated in connection therewith. To that end, the Issuer and the Purchaser shall comply with all requirements of Section 149(b) and Section 148 of the Code to the extent applicable to any Tax-Exempt Bonds. In the event that at any time the Issuer or the Purchaser is of the opinion that for purposes of this Section 4.11 it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Bond Resolution or otherwise, the Issuer or the Purchaser, as the case may be, shall so instruct the Project Fund Depository or the Sinking Fund Custodian in writing.

Section 4.12. Calculation and Payment of Rebate Amount. The Purchaser agrees to appoint and pay a Rebate Calculator to calculate and determine the Rebate Amount, if any, as required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith. All calculations and determinations made by a Rebate Calculator shall be accompanied by the opinion of a Rebate Calculator that such calculations and determinations have been made in accordance with the requirements of Section 148(f) of the Code. The Purchaser agrees to pay to the United States Treasury for and on behalf of the Issuer the amount determined by the Rebate Calculator to be due to the United States Treasury before the due date specified by the Rebate Calculator. The obligations created by this Section 4.12 shall survive the termination of this Agreement. The Issuer hereby delegates to the Purchaser the authority and responsibility for compliance with Section 148(f) of the Code.

Section 4.13. Additional Bonds.

(a) Additional Bonds may be issued by the Issuer to provide funds to pay any one or more of the following: (i) the costs of completing the Project, (ii) the costs of making such Additions or Alterations in, on, or to the Project as the Purchaser may deem necessary or desirable and as will not impair the nature of the Project and as will be located on the Premises, (iii) to refund any Bonds, and (iv) the costs of the issuance and sale of the Additional Bonds and capitalized or funded interest for such period and such other costs reasonably related to the financing as shall be agreed upon by the Purchaser and the Issuer.

(b) If the Purchaser is not in default hereunder, the Issuer shall, on request of the Purchaser, from time to time use its best efforts to issue the amount of Additional Bonds specified by the Purchaser; provided, that the terms of such Additional Bonds, the purchase price to be paid therefor, and the manner in which the proceeds therefrom are to be disbursed shall have been approved in writing by the Purchaser, provided, that the sale of any Additional Bonds

shall be the sole responsibility of the Purchaser, and provided further that the Purchaser and the Issuer shall have entered into an amendment to this Agreement to provide for additional payments of Purchase Price in an amount at least sufficient to pay principal of, premium, if any, and interest on the Additional Bonds when due and to provide for any additional terms or changes to this Agreement required because of such Additional Bonds, and provided further that the Issuer shall have otherwise complied with the provisions of Section 2.9 of the Bond Resolution with respect to the issuance of such Additional Bonds.

(c) Prior to the issuance of any Additional Bonds to finance the costs of completing the Project or the cost of Additions or Alterations to the Project, the Purchaser shall cause to be prepared and filed with the Issuer a certificate of the Purchaser approved by a Consulting Architect setting forth the estimated cost of the completion of the Project or the proposed Additions or Alterations to the Project, including an allowance for contingencies, the estimated date of completion of the Project or estimated date on which such Additions or Alterations will be placed in service or completed, and the amount, if any, provided or to be provided by the Purchaser from other sources toward payment of the costs of completion of the Project or such Additions or Alterations to the Project and the manner in which such funds will be provided.

[End of Article IV]

ARTICLE V

INSTALLMENT PURCHASE PROVISIONS; NATURE OF OBLIGATIONS OF PURCHASER

Section 5.01. Term of Agreement. This Agreement shall become effective upon its delivery and shall be in full force and effect until midnight, April 1, 20__, subject to the provisions of this Agreement permitting earlier termination (including particularly Article VII hereof), or if all the Bonds have not been paid or retired (or provision for such payment has not been made as provided in the Bond Resolution), until such date as such payment or provision shall have been made; provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Agreement, but in no event shall the term of this Agreement exceed fifty (50) years.

Section 5.02. Delivery and Acceptance of Possession. The Issuer agrees to deliver to the Purchaser sole and exclusive possession and use of the Premises promptly following execution and delivery of this Agreement, and the Purchaser will accept possession and use of the Premises and will accept possession of the Project upon the Completion Date; provided that prior to such date for delivery of sole and exclusive possession, the Purchaser may take such possession of all or any part of the Project as shall not interfere with the construction or installation of the Project. The Issuer shall be permitted such continued possession of the Project as shall be necessary and convenient for it to construct or install or cause to be constructed or installed the Project and any Additions or Alterations. The Issuer covenants and agrees that it shall not take any action to prevent the Purchaser from having quiet and peaceable possession and enjoyment of the Project during the term of this Agreement and shall, at the request of the Purchaser and at the cost of the Purchaser, cooperate with the Purchaser in order that the Purchaser may have quiet and peaceable possession and enjoyment of the Project.

Section 5.03. Purchase Price and Other Amounts Payable. (a) Until the principal of, premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Bond Resolution, the Purchaser shall pay the Purchase Price in installments and shall pay to the Sinking Fund Custodian for the account of the Issuer as installments of Purchase Price, the following amounts:

(i) on or before each March 31 or September 30, as the case may be, a sum equal to the amount payable on the next succeeding April 1 or October 1, whichever is closer, as interest on the Bonds, as provided in the Bond Resolution, and

(ii) on or before each March 31, a sum equal to the principal of the Bonds due on the next succeeding April 1, whether by maturity or by mandatory redemption, as provided in the Bond Resolution.

Each installment of Purchase Price under this Section due on the day preceding an interest or principal payment date or redemption date until the Bonds are fully paid or payment is provided therefor in accordance with the Bond Resolution shall in all events be sufficient, after giving credit for funds held in the Sinking Fund available for such purpose, to pay the total

amount of interest, principal, redemption requirement, and premium, if any, payable on the Bonds on the next succeeding principal or interest payment date or on the next succeeding redemption date for Bonds. Any installment of Purchase Price shall be reduced and need not be made to the extent that there are moneys on deposit in the Sinking Fund in excess of the amount required for the payment of Bonds theretofore matured or called for redemption, the amount required for the payment of interest for which checks or drafts have been mailed by or on behalf of the Issuer, and past due interest in all cases where Bonds have not been presented for payment. Further, if the amount held by the Sinking Fund Custodian in the Sinking Fund should be sufficient to pay at the times required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Purchaser shall not be obligated to make any further installment payments of Purchase Price under the provisions of this Section. There shall also be a credit against remaining installment payments of Purchase Price for Bonds purchased, redeemed, or cancelled, as provided in Article III of the Bond Resolution. Any installment payment of Purchase Price not received by the Sinking Fund Custodian when due shall continue as an obligation of the Purchaser until paid and shall bear interest at the rate of interest on the Bonds to which such Purchase Price relates. As provided in Section 4.13 hereof, the Purchase Price shall be increased to cover the payment of principal of, redemption premium, if any, and interest on any Additional Bonds.

(b) The Purchaser agrees to pay all reasonable out-of-pocket costs and expenses of the Issuer incurred in connection with its negotiation, structuring, documenting, and closing the Bonds, including, without limitation, the reasonable fees and disbursements of counsel for the Issuer and Bond Counsel. The Purchaser agrees to pay all reasonable out-of-pocket costs and expenses of the Issuer incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, this Agreement or any instruments referred to herein or any amendment, waiver, or consent relating hereto, including, without limitation, the reasonable fees and disbursements of counsel for the Issuer.

Such additional installments of Purchase Price shall be billed to the Purchaser by the Issuer from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Issuer for one or more of the above items. Amounts so billed shall be paid by the Purchaser within thirty (30) days after receipt of the bill by the Purchaser.

(c) In the event the Purchaser shall fail to make any of the payments required in this Section 5.03, the item or installment so in default shall continue as an obligation of the Purchaser until the amount in default shall have been fully paid.

Section 5.04. Place of Purchase Price Payments. The payments of Purchase Price provided for in Section 5.03(a) hereof shall be paid in lawful money of the United States of America directly to the Sinking Fund Custodian for the account of the Issuer and shall be deposited in the Sinking Fund. The payments of additional purchase price to be made to the Issuer pursuant to Section 5.03(b) hereof shall be paid directly to the Issuer for its own use.

Section 5.05. Nature of Obligations of Purchaser Hereunder. (a) The obligations of the Purchaser to make the payments required in Section 5.03 hereof and other sections hereof and to perform and observe any and all of the other covenants and agreements on its part

contained herein shall be a general obligation of the Purchaser and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim, except payment, it may otherwise have against the Issuer. The Purchaser agrees that it shall not (i) suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.03 hereof, (ii) fail to observe any of its other agreements contained in this Agreement, or (iii) except as provided in Article VII hereof, terminate its obligations under this Agreement for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Purchaser to complete the construction of the Project on behalf of the Issuer, failure of the Purchaser to occupy or to use the Project as contemplated in this Agreement or otherwise, any change or delay in the time of availability of the Project, any acts or circumstances that may impair or preclude the use or possession of the Project, any defect in the title, design, operation, merchantability, fitness, or condition of the Project or in the suitability of the Project for the Purchaser's purposes or needs, failure of consideration, any declaration or finding that any of the Bonds are unenforceable or invalid, the invalidity of any provision of this Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, failure of the Issuer's title to the Project or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement.

(b) Nothing contained in this Section 5.05 shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained. In the event the Issuer should fail to perform any such agreement on its part, the Purchaser may institute such action against the Issuer as the Purchaser may deem necessary to compel performance so long as such action does not abrogate the Purchaser's obligations hereunder. The Issuer hereby agrees that it shall not take or omit to take any action that would cause this Agreement to be terminated. The Purchaser may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons that the Purchaser deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Purchaser and to take all action necessary to effect the substitution of the Purchaser for the Issuer in any such action or proceeding if the Purchaser shall so request.

[End of Article V]

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.01. No Warranty of Condition or Suitability by the Issuer. THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, CONDITION, OR WORKMANSHIP OF ANY PART OF THE PROJECT OR THAT IT WILL BE SUITABLE FOR THE PURCHASER'S PURPOSES OR NEEDS.

Section 6.02. Indemnity. To the extent permitted by the laws and Constitution of the State, the Purchaser shall protect, hold harmless, and indemnify the Issuer from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties, and interest arising out of or as the result of the entering into of this Agreement, the ownership of any item of the Project, the ordering, acquisition, construction, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Project or any accident in connection with the construction, operation, use, condition, possession, storage, or return of any item of the Project resulting in damage to property or injury to or death of any person. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement and shall survive the termination of this Agreement for any reason.

Section 6.03. Continuing Disclosure. The Purchaser hereby covenants and agrees that it will comply with and carry out all of the provisions of the Series 2019 Disclosure Certificate. Notwithstanding any other provision of this Agreement, failure of the Purchaser to comply with the Series 2019 Disclosure Certificate shall not be considered an Event of Default; however, any beneficial owner of the Series 2019 Bonds may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Purchaser to comply with its obligations under this Section 6.03.

Section 6.04. Tax-Exempt Status of Tax-Exempt Bonds. The Purchaser recognizes that the purchasers and owners of the Tax-Exempt Bonds will have accepted the Tax-Exempt Bonds on, and paid for the Tax-Exempt Bonds a price that reflects, the understanding that interest on the Tax-Exempt Bonds is excluded from the gross income of the owners for federal income tax purposes under laws in force at the time the Tax-Exempt Bonds shall have been delivered.

The Purchaser covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on any Tax-Exempt Bonds to become includable in the gross income of any owner thereof.

The Purchaser further covenants and agrees that it shall comply with the representations and certifications it made in its Purchaser's Tax Certificate dated the date of issuance of the Series 2019 Bonds and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

The Purchaser agrees to furnish the Issuer any items (including, without limitation, certificates of the Purchaser and opinions of Bond Counsel) reasonably requested by it to evidence compliance with the covenants contained in this Section 6.04.

[End of Article VI]

ARTICLE VII

ASSIGNMENT; PURCHASE PRICE PREPAYMENTS

Section 7.01. No Assignment by Purchaser. This Agreement may not be sold, assigned, delegated, or encumbered by the Purchaser.

Section 7.02. Redemption of Bonds. The Issuer, at the written request of the Purchaser at any time and if the Bonds are then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Bond Resolution to effect redemption or purchase of all or part of the then outstanding Bonds, as may be specified by the Purchaser, on the earliest date on which such redemption or purchase may be made under such applicable provisions.

Section 7.03. Prepayment of Purchase Price. There is expressly reserved to the Purchaser the right, and the Purchaser is authorized and permitted, at any time it may choose, to prepay all or any part of the Purchase Price payable under Section 5.03 hereof, and the Issuer agrees that the Sinking Fund Custodian may accept such prepayments of Purchase Price when the same are tendered by the Purchaser. All Purchase Price so prepaid shall at the written direction of the Purchaser be credited toward the Purchase Price specified in Section 5.03 hereof, in the order of their due dates, or applied to the retirement of Bonds prior to maturity (either by redemption or purchase) in accordance with the Bond Resolution. The Purchaser shall also have the right to surrender Bonds acquired by it in any manner whatsoever to the Issuer for cancellation, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired and shall be allocated as credits to Purchase Price as provided in the Bond Resolution.

Section 7.04. Option to Prepay the Purchase Price and Redeem the Series 2019 Bonds at Prior Optional Redemption Dates. The Purchaser shall also have the option to prepay Purchase Price related to the Series 2019 Bonds and other amounts payable under this Agreement in such manner and amounts as will enable the Issuer to redeem the Series 2019 Bonds prior to maturity on or after _____ 1, 20__, in whole or in part on any date, as provided in Section 3.1 of the Bond Resolution. Series 2019 Bonds redeemed pursuant to this Section shall be redeemed in accordance with the procedures set forth in Article III of the Bond Resolution. The Purchase Price and other amounts payable by the Purchaser in the event of its exercise of the option granted under this Section shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, as provided in Section 3.1 of the Bond Resolution, and any redemption expense, and (ii) in the case of a total redemption, the amounts set forth in Article XI of the Bond Resolution and the applicable redemption premium, as provided in Section 3.1 of the Bond Resolution.

[End of Article VII]

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. Events of Default Defined. The following shall be “Events of Default” under this Agreement, and the terms “Event of Default” or “Default” shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The Purchaser’s failure to pay the amounts required to be paid under Section 5.03 of this Agreement at the times specified therein.

(b) The Purchaser’s breach in any material respect of any representation or warranty contained in this Agreement or the Purchaser’s failure in any material respect to observe, perform, or comply with any covenant, condition, or agreement in this Agreement on the part of the Purchaser to be observed or performed, other than as referred to in subsection (a) of this Section 8.01 and in Section 6.03 hereof, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Purchaser by the Issuer or the Bondholders, unless the Bondholders shall agree in writing to an extension of such time prior to its expiration. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Issuer and the Bondholders, to be determined conclusively by the Bondholders, it shall not constitute an Event of Default if corrective action is instituted by the Purchaser within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Bondholders.

(c) The Purchaser shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property, (ii) enter into an agreement of composition with its creditors, (iii) admit in writing its inability to pay its debts as such debts become due, (iv) make a general assignment for the benefit of its creditors, (v) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect), (vi) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law, or (viii) take any action for the purpose of effecting any of the foregoing.

(d) A proceeding or case shall be commenced, without the application of the Purchaser, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the Purchaser, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Purchaser or of all or any substantial part of the assets of it, or (iii) similar relief in respect of the Purchaser under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall

continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of sixty (60) days, whether consecutive or not.

Section 8.02. Remedies on Default. Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Issuer, in its discretion, may exercise any one or more of the following remedies:

(a) The Issuer may have access to and inspect, examine, and make copies of the books and records and any and all accounts and similar data of the Purchaser.

(b) The Issuer may from time to time take whatever action at law or in equity or under the terms of this Agreement may appear necessary or desirable to collect the Purchase Price and other amounts payable by the Purchaser hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Purchaser under this Agreement.

No action taken pursuant to this Section 8.02 shall relieve the Purchaser from its obligations pursuant to Section 5.03 hereof, all of which shall survive any such action, and the Issuer may take whatever action at law or in equity as may appear necessary and desirable to collect the Purchase Price and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the Purchaser hereunder.

Section 8.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Bondholders, and the Bondholders shall be deemed third party beneficiaries of all covenants and agreements herein contained.

Section 8.04. Agreement to Pay Fees and Expenses. In the event the Purchaser should default under any of the provisions of this Agreement and the Issuer or the Bondholders should employ attorneys, accountants, or other experts or incur other expenses for the collection of Purchase Price and other amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Purchaser herein contained, the Purchaser agrees that it shall on demand therefor pay to the Issuer or to the Bondholders for the account of the Issuer the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Issuer or the Bondholders. Any attorneys' fees required to be paid by the Purchaser under this Agreement shall include attorneys' and paralegals' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals.

Section 8.05. Waiver of Events of Default. The Issuer may waive any Event of Default hereunder and its consequences. In case of any such waiver, or in case any proceeding taken by the Issuer or the Bondholders on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Issuer or the Bondholders, then and in every such case the Issuer and the Purchaser shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon.

[End of Article VIII]

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to the Issuer: Lawrenceville Building Authority
70 South Clayton Street
Lawrenceville, Georgia 30046
Attention: Chairman

If to the Purchaser: City of Lawrenceville, Georgia
70 South Clayton Street
Lawrenceville, Georgia 30046
Attention: City Manager

Notices under this Section 9.01 will be deemed given only when actually received.

Section 9.02. Construction and Binding Effect. This Agreement constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes any prior agreements with respect thereto. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Purchaser, and their respective successors and assigns subject, however, to the limitations contained in Section 7.01 hereof.

Section 9.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Sinking Fund, the Project Fund, or other funds provided for herein upon expiration or sooner termination of this Agreement, as provided in this Agreement, after payment in full of the Bonds (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution), the fees, charges, and expenses of the Issuer and the Bondholders, in accordance with the terms hereof, and all sums due and owing to the Issuer, shall belong to and be paid to the Purchaser by the Issuer as overpayment of Purchase Price.

Section 9.05. Amendments, Changes, and Modifications. This Agreement may not be amended, changed, modified, altered, or terminated, and the observance of any term hereof may not be waived, except as provided in the Bond Resolution.

Section 9.06. Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.07. Law Governing Construction of this Agreement. This Agreement is prepared and entered into with the intention that the law of the State of Georgia, exclusive of such state's rules governing choice of law, shall govern its construction.

Section 9.08. Immunity of Officials, Officers, and Employees of Issuer and Purchaser. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer or the Purchaser contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his individual capacity, past, present, or future, of the Issuer, the Purchaser, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Purchaser and the Issuer payable only from the funds and assets of the Purchaser and the Issuer herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a Governing Body, officer, or employee, as such, past, present, or future, of the Purchaser or the Issuer, or of any successor corporation, either directly or through the Purchaser, the Issuer, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer and the Purchaser whether contained in this Agreement or in the Bond Resolution or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of the Issuer and the Purchaser under the provisions contained in this Section 9.08 shall survive the completion of the Project and the termination of this Agreement.

[End of Article IX]

SIGNATURES AND SEALS

IN WITNESS WHEREOF, the Issuer has executed this Agreement by causing its name to be hereunto subscribed by its Chairman and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary; and the Purchaser has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the Purchaser to be impressed hereon and attested by its City Clerk; all being done as of the day and year first above written.

**LAWRENCEVILLE BUILDING
AUTHORITY**

(SEAL)

By: _____
Chairman

Attest:

Secretary

CITY OF LAWRENCEVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

City Clerk

EXHIBIT A

DESCRIPTION OF PREMISES

[Attached]

EXHIBIT B

DESCRIPTION OF EQUIPMENT

All fixtures, equipment, furnishings, and other personal property that are to be acquired with the proceeds of the Bonds.