



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, June 26, 2024
7:00 PM

Council Chambers
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Police Department Explorers Unit
2. Rory Johnson

Approval of Prior Meeting Minutes

3. May 22, 2024 Regular Meeting
4. June 05, 2024 Special Call and Work Session

Announcements

Public Comment

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

Consent Agenda

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

- [5.](#) Purchase of Transformers
- [6.](#) Microsoft Enterprise Agreement Renewal (year 3)
- [7.](#) On-Call Electrical Services on an Annual Contract Change Order 1
- [8.](#) Approval of Worker's Comp Insurance Excess Coverage

[9.](#) Amendment to Chapter 8 of the Code of Ordinances

[10.](#) Resolution to Amend the City’s 401(a) retirement plan to exclude grant funded positions

Public Hearing New Business

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

[11.](#) RZC2024-00054; Stacy Patterson; 194 Gwinnett Drive

[12.](#) SUP2024-00086; Juanita Wade; 3130 Sugarloaf Parkway

[13.](#) SUP2024-00089; W. Charles Ross Esq.; 381 Industrial Park Drive

[14.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 1; Districts

[15.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 6; Architectural and Design Standards

[16.](#) An Ordinance to Amend the Zoning Ordinance, ARTICLE 10; Definitions

[17.](#) An Ordinance to Amend Article 11, Inactive Zoning Districts, of the Zoning Ordinance

Council Business Old Business

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

[18.](#) APPL2023-00008; United Rentals c/o Ben Baker; 255 Equipment Court

[19.](#) Amend Chapter 12 of the Code of Lawrenceville to update provisions related to Massage Therapy Regulatory Fee

[20.](#) Amendment to Chapter 20 of the Code of Ordinances

Council Business New Business

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

[21.](#) Resolution to Adopt Fiscal Year 2025 Budget

[22.](#) 378 Reynolds Road property acquisition

[23.](#) Easement agreement with SPE Investments Group

[24.](#) Resolution to Approve Acceptance of a Roadside Enhancement and Beautification Council Grant for Construction of Landscaping at SR316 and Collins Hill Road

[25.](#) Purchase of two side arm garbage trucks on State Contract and one “Scout” truck and approval of Budget Amendment

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JUNE 26, 2024
AGENDA CATEGORY: CONSENT AGENDA

Item: Purchase of Transformers

Department: Electric

Date of Meeting: Wednesday, June 26, 2024

Fiscal Impact: \$212,500.00

Presented By: Huston Gillis, Public Works Director

Action Requested: Award Purchase of Transformers to sole bidder, JCL Energy LLC in the amount of \$212,500.00.

Summary: This purchase is to provide transformers for the Northside Hospital Project. These transformers will be purchased based on the additional buildings and additional electrical load required for the project. The lack of response is due to manufacturers not being able to hold pricing firm nor able to provide delivery times from supply chain disruptions.

Fiscal Impact: Amount of \$212,500.00. This purchase is funded by the Capital Outlay Fund (3644600.541000). Project 06-040.

Attachments/Exhibits:
Bid Tabulation

SB033-24
Purchase of Transformers
Electric Department

				Stuart C. Irby Co. Inc.		JCL Energy LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2600 KVA Transformers	2	EA	NB	NB	\$106,250.00	\$212,500.00
TOTAL				NB		\$212,500.00	

Recommended Vendor:
JCL Energy LLC



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 26, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Microsoft Enterprise Agreement Renewal (year 3)
- Department:** Information Technology
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** \$108,771.38
- Presented By:** Kyle Parker, Information Technology Director
- Action Requested:** Approval to renew the Microsoft Enterprise Agreement and to authorize the Mayor to execute any necessary agreements pending the City Attorney’s review and approval.

Summary: Staff is seeking approval to renew the third year of our three-year Microsoft Enterprise Agreement.

Background: The Microsoft Enterprise Agreement provides the software licenses necessary for our servers, workstations, and email system (Microsoft 365). Previously, the Mayor and Council approved a three-year Microsoft Enterprise Agreement. Annually, we conduct a review of the licenses in use and reconcile any changes with Microsoft. This process, commonly referred to as a "true-up," ensures that we have the proper licenses to meet our needs. Our Microsoft Enterprise Agreement is purchased from Dell Technologies.

Fiscal Impact: \$108,771.38. This will be funded by the Operating Budget (1001537-522210).

Attachments/Exhibits:
US_QUOTE_1025575167271.1



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	1025575167271.1	Sales Rep	Andrea Anderson
Total	\$108,771.38	Phone	(800) 456-3355, 7203027
Customer #	4835680	Email	Andrea.Anderson1@Dell.com
Quoted On	May. 21, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 19, 2024		CITY OF LAWRENCEVILLE
Contract Code	25AFO		70 S CLAYTON ST
			PO BOX 2200 LAWRENCEVILLE,
			GA 30046-5727

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Andrea Anderson

Shipping Group

Shipping To

KYLE PARKER
CITY OF LAWRENCEVILLE
70 SOUTH CLAYTON St.
3RD FLOOR
LAWRENCEVILLE, GA 30046

Product	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	\$147.92	1	\$147.92
VLA ENTERPRISE EXCHANGE SERVER SOFTWARE ASSURANCE ALL LANGUAGES	\$128.33	1	\$128.33
VLA ENTERPRISE SQL CLIENT PER USER SOFTWARE ASSURANCE ALL LANGUAGES	\$34.41	5	\$172.05
VLA ENTERPRISE DEFENDER O365 P1 GCC SUB PER USER	\$18.36	190	\$3,488.40

VLA ENTERPRISE EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG	\$73.20	70	\$5,124.00
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES DEVICE CAL SA ALL LANGUAGES	\$19.84	5	\$99.20
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES	\$590.82	8	\$4,726.56
VLA ENTERPRISE WINSVRDCCORE ALNG SA MVL 16LIC CORELIC	\$1,014.49	11	\$11,159.39
VLA ENTERPRISE WINSVRSTDCORE ALNG SA MVL 16LIC CORELIC	\$154.29	1	\$154.29
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	\$19.47	12	\$233.64
VLA ENTERPRISE WINDOWS ENT SA PERUSR FROMSA USL PLATFORM SUBLIC ALL LNG	\$50.88	120	\$6,105.60
VLA ENTERPRISE WINDOWS ENT SA PERUSR USL PLATFORM SUBLIC ALL LNG	\$57.72	105	\$6,060.60
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	\$201.36	120	\$24,163.20
VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG	\$19.32	105	\$2,028.60
VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA PLATFORM SUBLIC PER USR ALL LNG	\$16.57	120	\$1,988.40
VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL	\$409.44	105	\$42,991.20
VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT GCC SUB	\$0.00	120	\$0.00

Subtotal:	\$108,771.38
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$108,771.38

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Take the first step in achieving Generative AI success

[Learn More](#)

Shipping Group Details

Shipping To

ROBERT BARONI
 CITY OF LAWRENCEVILLE
 CITY CLERK
 18 SOUTH CLAYTON ST
 LAWRENCEVILLE, GA 30045

		Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES		\$147.92	1	\$147.92
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA ALL LANGUAGES	AC165260	-	1	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE SERVER SOFTWARE ASSURANCE ALL LANGUAGES		\$128.33	1	\$128.33
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE SERVER SOFTWARE ASSURANCE ALL LANGUAGES	AC165258	-	1	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CLIENT PER USER SOFTWARE ASSURANCE ALL LANGUAGES		\$34.41	5	\$172.05
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL CLIENT PER USER SOFTWARE ASSURANCE ALL LANGUAGES	AC165259	-	5	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE DEFENDER O365 P1 GCC SUB PER USER		\$18.36	190	\$3,488.40
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE DEFENDER O365 P1 GCC SUB PER USER	AC165272	-	190	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG		\$73.20	70	\$5,124.00
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE EXCHANGE ONLINE PLAN G2 SHRDSVR PER USER MONTHLY SUBLIC ALL LANG	AC165273	-	70	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES DEVICE CAL SA ALL LANGUAGES		\$19.84	5	\$99.20
Contract # 25AFO				
Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS REMOTE DESKTOP SERVICES DEVICE CAL SA ALL LANGUAGES	AC165262	-	5	-
		Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES		\$590.82	8	\$4,726.56
Contract # 25AFO				

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE SQL SERVER STD SA PER 2 CORE LIC ALL LANGUAGES	AC165261	-	8	-

Unit Price	Quantity	Subtotal
\$1,014.49	11	\$11,159.39

VLA ENTERPRISE WINSVRDCCORE ALNG SA MVL 16LIC CORELIC
Contract # 25AFO

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINSVRDCCORE ALNG SA MVL 16LIC CORELIC	AC165263	-	11	-

Unit Price	Quantity	Subtotal
\$154.29	1	\$154.29

VLA ENTERPRISE WINSVRSTDCORE ALNG SA MVL 16LIC CORELIC
Contract # 25AFO

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINSVRSTDCORE ALNG SA MVL 16LIC CORELIC	AC165264	-	1	-

Unit Price	Quantity	Subtotal
\$19.47	12	\$233.64

VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC
Contract # 25AFO

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WIN SVR STD CORE ALNG SA MVL 2LIC CORELIC	AC165265	-	12	-

Unit Price	Quantity	Subtotal
\$50.88	120	\$6,105.60

VLA ENTERPRISE WINDOWS ENT SA PERUSR FROMSA USL PLATFORM SUBLIC ALL LNG
Contract # 25AFO

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT SA PERUSR FROMSA USL PLATFORM SUBLIC ALL LNG	AC165269	-	120	-

Unit Price	Quantity	Subtotal
\$57.72	105	\$6,060.60

VLA ENTERPRISE WINDOWS ENT SA PERUSR USL PLATFORM SUBLIC ALL LNG
Contract # 25AFO

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE WINDOWS ENT SA PERUSR USL PLATFORM SUBLIC ALL LNG	AC165268	-	105	-

Unit Price	Quantity	Subtotal
\$201.36	120	\$24,163.20

VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG
Contract # 25AFO

Description	SKU	Unit Price	Quantity	Subtotal
VLA ENTERPRISE OFFICE365 G3 FROMSA SHRDSVR SUBLIC PER USR ALL LANG	AC165266	-	120	-

Unit Price	Quantity	Subtotal
\$19.32	105	\$2,028.60

VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM SUBLIC PER USR ALL LNG
Contract # 25AFO

Description	SKU	Unit Price	Quantity	Subtotal
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VLA ENTERPRISE CORECAL BRIDGE OFF365 PLATFORM
SUBLIC PER USR ALL LNG

AC165271

- 105

**VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA
PLATFORM SUBLIC PER USR ALL LNG**

Contract # 25AFO

Unit Price Quantity Subtotal
\$16.57 120 \$1,988.40

Description

SKU

Unit Price Quantity Subtotal

VLA ENTERPRISE CORECAL BRIDGE OFF365 FROMSA
PLATFORM SUBLIC PER USR ALL LNG

AC165270

- 120

Unit Price Quantity Subtotal

VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL

Contract # 25AFO

\$409.44 105 \$42,991.20

Description

SKU

Unit Price Quantity Subtotal

VLA ENTERPRISE O365GOVE5 SHRDSVR ALNG SUBSVL MVL

AC165267

- 105

Unit Price Quantity Subtotal

**VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT
GCC SUB**

Contract # 25AFO

\$0.00 120 \$0.00

Description

SKU

Unit Price Quantity Subtotal

VLA ENTERPRISE AUDIO CONFERENCING SELECT DIAL OUT
GCC SUB

AC165274

- 120

Subtotal: \$108,771.38
Shipping: \$0.00
Estimated Tax: \$0.00

Total: \$108,771.38

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JUNE 26, 2024

AGENDA CATEGORY: CONSENT AGENDA

Item: On-Call Electrical Services on an Annual Contract Change Order 1

Department: Facilities & Grounds Maintenance

Date of Meeting: Wednesday, June 26, 2024

Fiscal Impact: \$100,000.00

Presented By: Brian Osborne, Facilities & Grounds Maintenance Manager

Action Requested: Approval of On-Call Electrical Services on an Annual Contract Change Order 1 to Bell Electric Services, LLC in the amount of \$100,000.00. Authorization for Mayor or City Manager to execute change order 1.

Summary: This contract provides for the labor, material, and equipment in performing all work necessary for maintenance, repairs and/or installations of electrical systems, components and fixtures as required by the City’s service requests. Although primarily used by the City’s Facilities & Grounds Maintenance Department, there is a need for the City’s Electric Department to access the contract for some upcoming small projects.

Background: This contract was awarded in August of 2022 in the amount of \$56,640.00 by City Manager authority and renewed in August of 2023 by City Manager authority for \$65,000.00. Approval of change order 1 will bring the total contract value to \$165,000.00.

Fiscal Impact: Amount of \$100,000.00. This contract is funded by multiple operating funds.

Attachments/Exhibits:
Change Order 1



CITY OF LAWRENCEVILLE CONTRACT/PO CHANGE ORDER

Department: Facilities / Electric Change Order #: 1

Project/PO: AQ017-22 Change Order Date: 5/21/24

Contractor/Vendor: Bell Electric Services, LLC

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	Increase contract value	\$100,000.00
		Net Amount	\$100,000.00

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

Original Contract/PO Amount: \$65,000.00

Previous Change Order Amount: \$0

Amount of Change Order Requested (Increase/Decrease) \$100,000.00

New Contract/PO Amount (Including this Change Order) \$165,000.00

This contract period provided for completion will be increased/decreased by N/A 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.

Brian Osborne
Requestor

Department Director

Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Approval of Worker’s Comp Insurance Excess Coverage
- Department:** City Manager
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** \$114,497 annually
- Presented By:** Michael Fischer, Assistant City Manager - Operations
- Action Requested:** Approval of worker’s comp insurance excess coverage, 2-year term

Summary: This item is for the consideration of renewing the City’s Worker’s Comp Insurance Excess Coverage. The renewal proposed is a two-year term payable annually.

Background: The City is self-insured for our required worker’s compensation insurance coverage; however, we purchase insurance for any one claim that goes over \$500,000 for general positions and \$750,000 for police positions. The proposed renewal holds the increase for the insurance to \$3,751 annually for the next two years.

Fiscal Impact: Cost for the Worker’s Comp Insurance Excess Coverage is \$114,497 annually for a two-year term. The city deductible as self-insured is \$500,000.

Concurrences: Assistant City Manager, Human Resources Director

Attachments/Exhibits: Proposal from Brokerage – Charles Taylor



CITY OF LAWRENCEVILLE

SPECIFIC & AGGREGATE EXCESS INSURANCE

TERM: July 1, 2024 to July 1, 2026
MIDWEST EMPLOYERS CASUALTY (A+ XV)

RENEWAL EXPIRING
2-year Term 1-year Term

SPECIFIC

Table with 3 columns: Item, 2-year Term, 1-year Term. Rows include Specific Limit, Specific Retention, Employers Liability Limit, and Retention.

AGGREGATE

Table with 3 columns: Item, 2-year Term, 1-year Term. Rows include Aggregate Limit and Minimum Agg. Retention.

DEPOSIT PREMIUM

Table with 3 columns: Item, 2-year Term, 1-year Term. Rows include 12 Month Estimated Payroll, Annual Deposit Premium, and Annual Broker Fee.

NOTE: Broker Fee of \$9,500 is guaranteed for July 1, 2024 – 2025 policy year and July 1, 2025 - 2026 policy year. (Above premium is at 0% commission).

July 1, 2024 rate decreased just under 5%, and is guaranteed for the 2 yr term. Deposit Premium is based on estimated annual payroll of \$18,131,027, up 7.7% from 2023 payroll estimate.

July 1, 2025 to July 1, 2026 terms and Deposit Premium/Broker Fee will be same as above.



MARKET ANALYSIS

Other carriers approached below with the stated results, their underwriting requirements have not changed since last year:

Carrier

Safety National Declined, does not meet their Minimum Premium

ACE / Chubb \$5,000,000 Minimum SIR for Police

Star Insurance Declined due to Police Exposure



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 26, 2024

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Amendment to Chapter 8 of the Code of Ordinances
- Department:** City Manager
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** N/A
- Presented By:** Barry Mock, Assistant City Manager, Community Development
- Action Requested:** Discuss Ordinance to Amend Chapter 8 of the Code of Ordinances of the City of Lawrenceville, Georgia

Summary: The purpose of this amendment is to update Chapter 8 of the Code of Ordinances to increase efficiency and align current City operations.

Background: Chapter 8 of the Code of Ordinances is titled "Animals". It focuses on permitted and restricted behavior governing animals, specifically dangerous dogs.

Fiscal Impact: N/A

Concurrences: City Manager, City Clerk, City Attorney

Attachments/Exhibits: Chapter 8 Amendment

ORDINANCE _____

ORDINANCE TO AMEND CHAPTER 8 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA REGARDING ANIMALS TO ADOPT THE GWINNETT COUNTY ANIMAL ORDINANCE AND FOR OTHER PURPOSES

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

Section 1:

That Chapter 8, related to animals, is hereby amended by deleting Chapter 8 in its entirety and replacing the language to read as follows:

Chapter 8 ANIMALS

Sec. 8-1. - Adoption of Gwinnett County Animal Ordinance.

The City Council adopts and incorporates by reference the ordinance within the Code of Gwinnett County, Georgia, Chapter 10 – Animals, as may be amended from time to time. For the purpose of prescribing regulations governing animals, including dangerous dogs, the same is adopted and incorporated as amended herein and otherwise as fully as if set out at length herein, and from the date on which this chapter shall take effect, the provisions thereof shall be controlling within the corporate limits of the City. The Gwinnett County animal welfare division is hereby authorized to enforce this ordinance. The incorporated area of the City shall be subject to the fees charged by the county animal welfare division and all such fees shall be retained by the county to defray the cost of the animal welfare division.

Sec. 8-2. – Modifications of terms.

The aforementioned Gwinnett County Code provisions incorporated by reference in section 8-1 shall be considered amended in any manner necessary to change the wording to express the intent of adoption and incorporation. "City of Lawrenceville, Georgia" shall replace references to "Gwinnett County", where appropriate. "City Council" shall replace "Board of Commissioners", where appropriate. Specifically, the following changes are made:

Sec. 10-1. *Definitions.* Replace the definition of Police officer to read as follows: *Police officer* means any law enforcement officer empowered to make arrests or cause to be issued summonses in the City.

Sec. 10-2. *Penalties for violation of chapter.* City shall replace county herein, where appropriate.

Sec. 10-4. *Summons.*

(b) City shall replace county herein.

Sec. 10-5. *Liability of the county, animal welfare division, officers and employees.* City shall replace county herein, where appropriate.

Sec. 10-8. *Public nuisance animal.*

(a) (6) City shall replace county herein.

Sec. 10-140. *Rabies vaccination certificates.* Shall be deleted in its entirety and replaced with the following:

The owner, possessor, or harbinger of each dog or cat residing in the city must obtain and possess a current rabies vaccination certificate from a licensed veterinarian showing that the animal has been vaccinated against rabies. Upon vaccination, all veterinarians shall be responsible for issuing a metal tag with a vaccination and identification number. Tags must be renewed within 30 days of the expiration date of the vaccination.

Sec. 8-3. – Animals in Parks.

The restrictions on animals in parks within the city, as outlined in the Code of the City of Lawrenceville, Georgia, [Chapter 28 –Parks and Recreation, Article II. – Use of Recreation Facilities, Sec. 28-43. - Animals](#), shall not be changed and shall continue to be in force and effect as adopted.

Section 2:

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

Section 3:

If any section, article, paragraph, sentence, clause, phrase, or word in this ordinance, or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of

this ordinance; and the City Council hereby declares it would have passed such remaining portions of the ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 4:

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

IT IS SO ORDAINED this 26th day of June, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Resolution to Amend the City’s 401(a) retirement plan to exclude grant funded positions
- Department:** Finance
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** N/A
- Presented By:** Keith Lee, Chief Financial Officer
- Action Requested:** Approval of the resolution to amend the City’s 401(a) retirement plan

Summary: The city provides a 401(a)-retirement plan for eligible employees of the City. The plan defines the employees that are eligible for the plan. Currently, the plan is silent on grant funded positions. This resolution is to exclude grant funded positions from 401(a). The 401(a) plan has a vesting schedule of five years, which exceeds the length of any existing grant the City has been awarded. Additionally, all federal grants are subject to annual appropriations. As a result, most, if not all, 401(a) contributions would be forfeited upon the separation of employment due to the length of employment and vesting schedule.

Fiscal Impact: Eliminates the City’s contribution and / or match into the 401(a).

Attachments/Exhibits:
Resolution

RESOLUTION _____

**RESOLUTION TO ADOPT
ADOPTION AGREEMENT AMENDMENT #1 TO
THE ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN FOR
CITY OF LAWRENCEVILLE EMPLOYEES**

WHEREAS, the City of Lawrenceville, Georgia (the “Employer”) previously adopted the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for City of Lawrenceville Employees (the “Plan”) for the benefit of its eligible employees;

WHEREAS, the Employer adopted the Plan through an Adoption Agreement which was most recently effective as of January 1, 2022;

WHEREAS, Section 13.01(a) of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement at any time; and

WHEREAS, the Employer desires to amend the Adoption Agreement to exclude grant-funded employees from the definition of “Eligible Employee.”

NOW THEREFORE, at a meeting held on the ____ day of _____, 2024, the City Council of the City of Lawrenceville hereby resolve as follows:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lawrenceville hereby approve the attached Adoption Agreement Amendment #1 to the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for City of Lawrenceville Employees, effective as of July 1, 2024.

FURTHER RESOLVED, that the Mayor is hereby authorized, empowered, and directed to take all further actions and to execute all documents necessary to implement these resolutions.

FURTHER RESOLVED that any resolution in conflict with this resolution is hereby repealed.

IT IS SO RESOLVED this ____ day of _____, 2024.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

**ADOPTION AGREEMENT AMENDMENT #1
ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
401(a) DEFINED CONTRIBUTION PLAN FOR CITY OF LAWRENCEVILLE EMPLOYEES**

WHEREAS, the City of Lawrenceville, Georgia (the "Employer") established the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for City of Lawrenceville Employees (the "Plan") through an Adoption Agreement that was first effective as of December 18, 1967, and was most recently amended and restated effective as of January 1, 2022;

WHEREAS, Section 13.01 of the Plan allows the Employer to amend the elective provisions of the Adoption Agreement at any time; and

WHEREAS, the Employer desires to amend the Adoption Agreement to exclude grant-funded employees from the definition of "Eligible Employee."

NOW, THEREFORE, the Adoption Agreement is hereby amended effective as of July 1, 2024, as follows:

1.

Section 2.17, the definition of "Eligible Employee," shall be restated to read as follows:

2.17 ELIGIBLE EMPLOYEE

<u>Employees, other than Elected Officials</u>		Include	Exclude
<input type="checkbox"/>	All Employees	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	Senior Management Only (Specify Eligible Positions: _____ _____)	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Full-time Employees only	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Working for the Employer at least forty (40) Hours of Service per week for Compensation		
<input type="checkbox"/>	Other Definition of Full-time (see Additional Provisions Addendum)		

[X]	Grant-funded Employees (Complete only if treated differently than other Eligible Employees other than Elected Officials; complete Additional Provisions Addendum if necessary to distinguish between different classes of grant-funded employees)	[--]	[X]
[--]	Other Definition of Eligible Employees other than Elected Officials (See Additional Provisions Addendum)	[--]	[--]

Elected or Appointed Officials of the Employer (Not eligible for a State of Georgia Retirement System) Include Exclude

County Commissioners	[--]	[--]
Coroner	[--]	[--]
Other Elected Official (Not eligible for a State of Georgia Retirement System) (See Additional Provisions Addendum)	[--]	[--]

Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems)

Sheriff	[--]	[--]
Tax Commissioner (elected before 7/1/2012)	[--]	[--]
Clerk of Superior Court	[--]	[--]
Chief Magistrate Judge	[--]	[--]
Assistant Magistrate Judge(s)	[--]	[--]
Probate Court Judge	[--]	[--]
Other Elected or Appointed Officials of the Employer (Eligible for one or more State of Georgia Retirement Systems) (See Additional Provisions Addendum)	[--]	[--]

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law)

State Court Judge	[--]	[--]
Superior Court Judge	[--]	[--]
Solicitor or Solicitor General	[--]	[--]
District Attorney	[--]	[--]

Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based Solely on Allowable Compensation under Georgia law) (See Additional Provisions Addendum) [--] [--]

Other Personnel Eligible for one or more State of Georgia Retirement Systems

Employees of Tax Commissioners (hired before 7/1/2012) [--] [--]

Tax Commissioners and Employees of Tax Commissioners (if not participating in the Employees' Retirement System of Georgia)

Tax Commissioner (hired on or after 7/1/2012) [--] [--]

Employees of Tax Commissioners (hired on or after 7/1/2012) [--] [--]

Other Personnel Receiving Supplemental Compensation from the Employer

Extension Agents [--] [--]

Other Personnel Receiving Supplemental Compensation from the Employer (See Additional Provisions Addendum) [--] [--]

Excluded Employees

Include Exclude

- [X] Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document [--] [X]
- [--] Excluded employees as provided in section 2.17 of the ACCG Basic Plan Document other than:
- [--] Individuals electing into a retirement system sponsored by the State of Georgia are included to the extent permitted under Georgia law [--] [--]
- [--] Tax commissioners, collectors and receivers and their employees who took office or and after July 1, 2012, who participate in a retirement system sponsored by the State of Georgia [--] [--]
- [--] Juvenile Court Judges [--] [--]
- [--] Nonresident Aliens [--] [--]
- [X] Other Excluded Employees (See Additional Provisions Addendum) [--] [X]

IN WITNESS WHEREOF, the Employer has caused its duly authorized officer to execute

this Amendment on the date noted below.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David R. Still, Mayor

Date: _____

ATTEST:

Karen Pierce, City Clerk

APPROVED AS TO FORM:

City of Lawrenceville Attorney
Pereira, Kirby, Kinsinger & Nguyen, LLP



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item: RZC2024-00054; Stacy Patterson; 194 Gwinnett Drive

Department: Planning and Development

Date of Meeting: Wednesday, June 26, 2024

Applicant Request: Rezone subject property from split BG (General Business District) / RM-12 (Multifamily Residential District) to BG (General Business District)

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Approval with Staff Recommendations**

Summary: The applicant requests a rezoning for 194 Gwinnett Drive from split BG (General Business District) / RM-12 (Multifamily Residential District) to BG (General Business District) to allow for a retail establishment at the location. The subject property is an approximately 1.01-acre parcel located at the northeast corner of the intersection of Gwinnett Drive and Stone Mountain Street.

Attachments/Exhibits:

- RZC2024-00054_Report
- RZC2024-00054_P&D Recommended Conditions
- RZC2024-00054_PC Recommended Conditions
- RZC2024-00054_Application
- RZC2024-00054_Letter of Intent
- RZC2024-00054_Legal Description
- RZC2024-00054_Site Plan
- RZC2024-00054_Aerial Map – Zoomed In (1:2,750)

- RZC2024-00054_ Aerial Map – Zoomed Out (1:5,500)
- RZC2024-00054_ Zoning Map – Zoomed In (1:2,750)
- RZC2024-00054_ Zoning Map – Zoomed Out (1:5,500)
- RZC2024-00054_ Character Areas Map – Zoomed In (1:2,750)
- RZC2024-00054_ Character Areas Map – Zoomed Out (1:5,500)



LAWRENCEVILLE

Planning & Development

REZONING	
CASE NUMBER:	RZC2024-00054
APPLICANT:	PATTERSON GWINNETT HOLDINGS
OWNER:	JAMES STACY PATTERSON JONATHAN SPARKS PATTERSON
CONTACT:	STACY PATTERSON
LOCATION(S):	194 GWINNETT DRIVE
PARCEL IDENTIFICATION NUMBER(s):	5142 110
APPROXIMATE ACREAGE:	1.16 ACRES
CURRENT ZONING:	BG (GENERAL BUSINESS DISTRICT) & RM-12 (MULTIFAMILY RESIDENTIAL DISTRICT)
ZONING PROPOSAL:	BG (GENERAL BUSINESS DISTRICT)
PROPOSED DEVELOPMENT:	RETAIL STORE
DEPARTMENT RECOMMENDATION:	APPROVAL W/ CONDITIONS

VICINITY MAP





LAWRENCEVILLE

Planning & Development

ZONING HISTORY

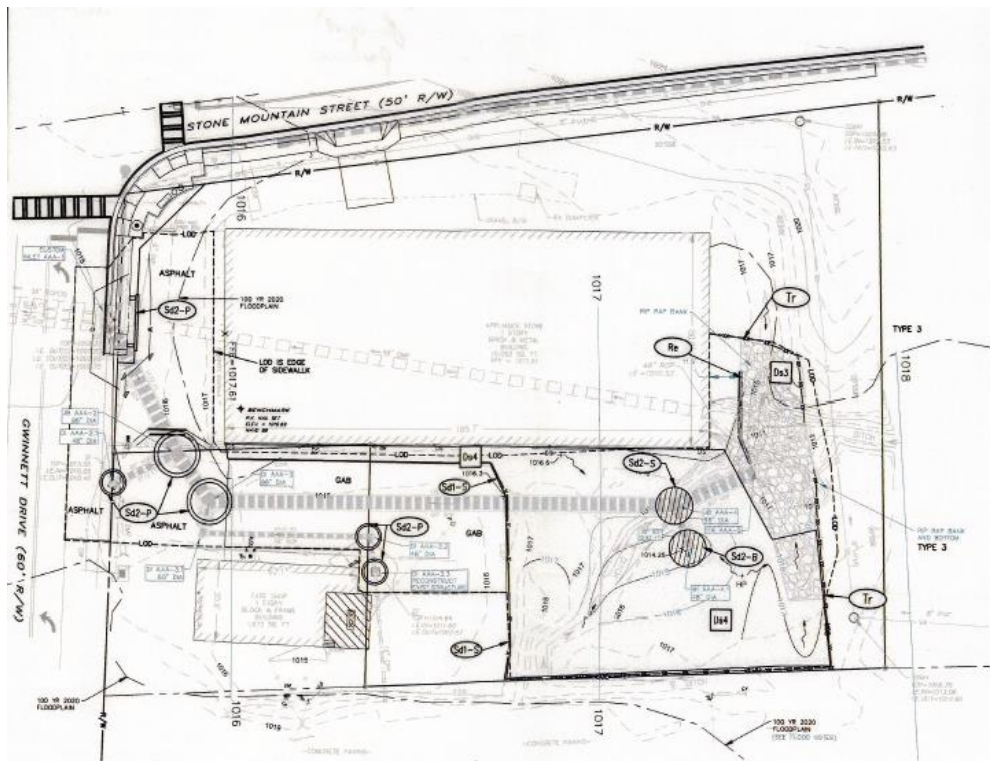
The subject property has been split zoned BG (General Business District) and RM-12 (Multifamily Residential District) since 1960, the earliest zoning record on file.

In 1960, the parcel was split into three separate parcels, the southwesterly two which were zoned BG (PINs: 5142 110 and 5142 109), and the northeastern one which was zoned RM-12 (PIN: 5142 108). At some undisclosed point in time, the parcels were combined into a single parcel, but the underlying zoning was left unchanged.

PROJECT SUMMARY

The applicant requests a rezoning for 194 Gwinnett Drive from split BG (General Business District) and RM-12 (Multifamily Residential District) to BG (General Business District) to allow for a retail establishment at the location. The subject property is an approximately 1.16-acre parcel located at the northeast corner of the intersection of Gwinnett Drive and Stone Mountain Street.

LAND SURVEY





LAWRENCEVILLE

Planning & Development

ZONING AND DEVELOPMENT STANDARDS

The existing 14,880 square foot retail store was built in 1969. The entrance, driveway, parking, dumpster, and landscaping are existing nonconforming and should therefore be brought into compliance with the 2020 Zoning Ordinance. Thirty-seven (37) parking spaces, or one (1) parking space per 400 SF of retail sales and service space would satisfy the minimum parking and loading requirements of Article 5 - Parking.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



SURROUNDING ZONING AND USE

The immediate surrounding area consists of a mix of commercial, residential multi-family, and single-family residential uses and zoning. The parcels surrounding the intersection of Stone Mountain Street and Gwinnett Drive and alongside the right-of-way of Gwinnett Drive are all zoned BG, the same as the requested district. The properties to the immediate northeast are duplexes zoned RM-12, part of the Plainview subdivision. Finally, there are single-family homes on land zoned RS-150 (Single-Family Residential District) across the right-of-way of Stone Mountain Street from the subject property as well as further northwest, in the Fairhaven subdivision. Overall, the zoning and uses of the surrounding area are compatible with the zoning request.



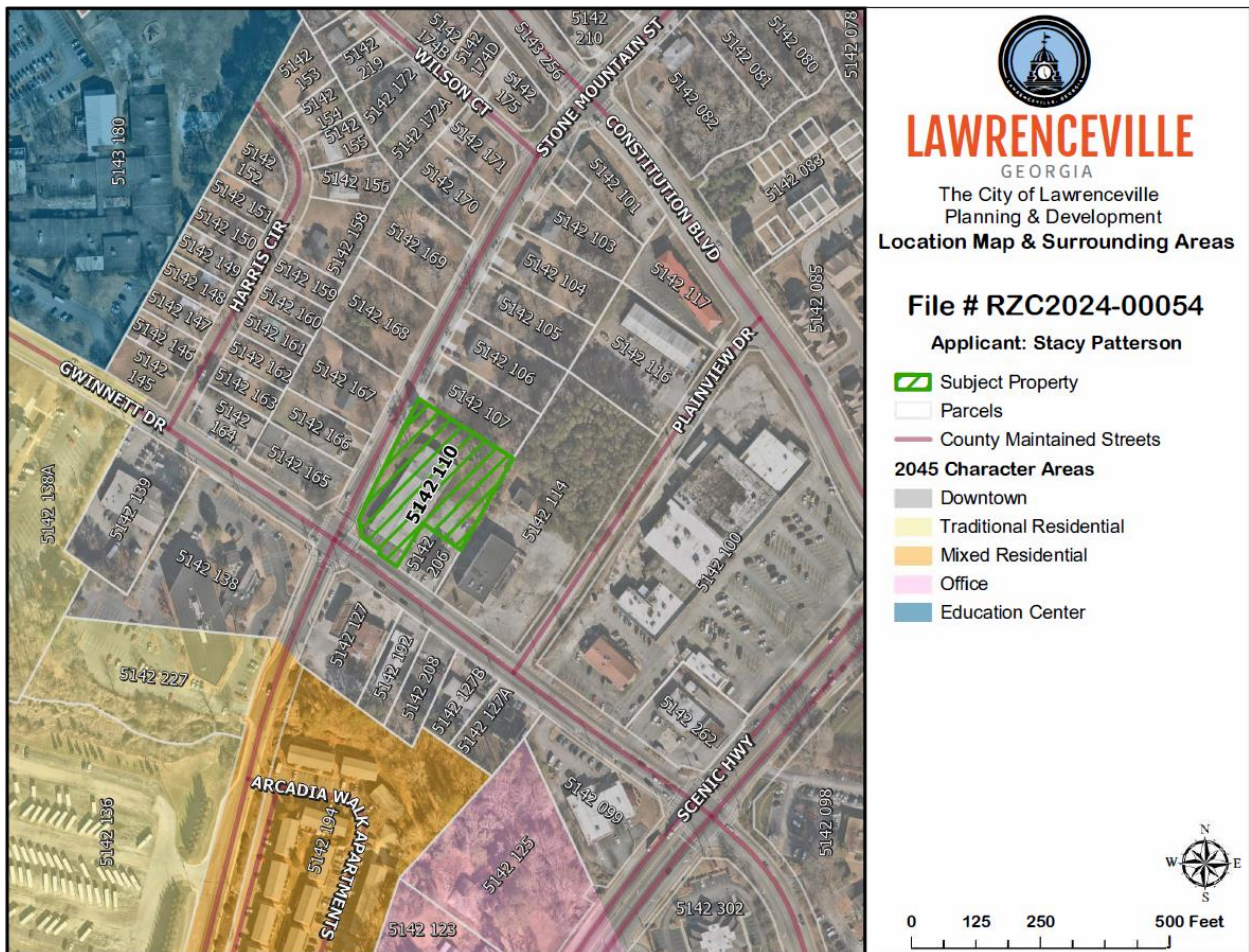
LAWRENCEVILLE

Planning & Development

2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicate the property lies within the Downtown character area. Lawrenceville’s Downtown character area serves as the historical and cultural heart of the city, preserving its unique charm while nurturing economic vitality. With a robust economy and a focus on community life, Downtown is a hub of cultural activities and commerce. The requested zoning change is compatible with the goals of the 2045 Comprehensive Plan for the Downtown character area.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





LAWRENCEVILLE

Planning & Development

STAFF RECOMMENDATION

As detailed in this report, the requested rezoning is compatible with both the existing conditions as well as the future vision for the surrounding area. The rezoning would provide a much-overdue cleanup of the zoning of the area and would bring the property into compliance with current standards. As such, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the request.



LAWRENCEVILLE

Planning & Development

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



LAWRENCEVILLE

Planning & Development

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

- 1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

Nearby properties along the rights-of-way of Gwinnett Drive, Scenic Highway, and Plainview Drive are all currently zoned BG, the same zoning classification requested. Given that most of this property is already zoned BG and the request is just to bring the northern part of the subject property into compliance, the request is more than sufficient.

- 2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

No; there is no change in use proposed with this rezoning request. It would simply align the subject property's zoning with how it is currently being used.

- 3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;**

Given that the zoning of the property is currently split between two somewhat incompatible uses with a buffer required between the two, the property does not have a reasonable economic use as currently zoned.

- 4. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

None; there are no changes in use or occupancy proposed.

- 5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

The proposal would continue a long overdue zoning cleanup for this area.



LAWRENCEVILLE

Planning & Development

- 6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;**

Yes; it helps align the zoning and use of the subject property.

PLANNING COMMISSION

P&D RECOMMENDED CONDITIONS

RZC2024-00054

Approval of BG (General Business District) for a wide range of retail and service establishments, subject to the following enumerated conditions:

- 1. To restrict the use of the property as follows:**
 - A.** No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
 - B.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
 - C.** Outdoor storage shall be prohibited.
 - D.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

- 2. To satisfy the following site development considerations:**
 - A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - B.** Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.
 - C.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - D.** Provide a minimum of one (1) parking space per 400 square feet gross retail floor area, all parking must be on an approved surface and striped.

- E.** Provide a ten (10) foot landscape strip adjacent to all public right-of-ways.
- F.** Provide a five (5) foot concrete sidewalk adjacent to all public right-of-ways.
- G.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or rights-of-way.
- H.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

PLANNING COMMISSION RECOMMENDED CONDITIONS

RZC2024-00054_06032024

Approval of BG (General Business District) for a wide range of retail and service establishments, subject to the following enumerated conditions:

- 1. To restrict the use of the property as follows:**
 - A.** No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
 - B.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
 - C.** Outdoor storage shall be prohibited.
 - D.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

- 2. To satisfy the following site development considerations:**
 - A.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - B.** Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.
 - C.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - D.** Provide a minimum of one (1) parking space per 400 square feet gross retail floor area, all parking must be on an approved surface and striped.
 - E.** Provide a ten (10) foot landscape strip adjacent to all public right-of-ways.

C2024-00054_PC RECO CNDS_06032024

- F.** Provide a five (5) foot concrete sidewalk adjacent to all public right-of-ways.
- G.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or rights-of-way.
- H.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.



LAWRENCEVILLE GEORGIA

REZONING APPLICATION

The application and all required documents must be complete and fees must be paid or the application will not be accepted.

Documents, exhibits and fees required at the time of application submittal:

1. Application Form (signed and notarized) ✓
2. Disclosure of Campaign Contributions Form ✓
3. Letter of Intent describing the proposed zoning change and development ✓
4. Typed, metes and bounds Legal Description ✓
5. Boundary survey (sealed by a Registered Land Surveyor) ✓
6. ~~Property tax verification~~
7. Site Plan/Rezoning Exhibit: :
 - a. Prepared by a Registered Land Surveyor, Professional Engineer or Landscape Architect
 - b. One full size paper copy drawn to scale of 1" = 50' or greater
 - c. Electronic File (external hard drive)
 - d. Show property line data (metes and bounds) as well as existing infrastructure and existing site conditions, including:
 - i. Existing structures
 - ii. Full width of existing streets and intersecting streets
 - iii. Streams, stream buffers and impervious setbacks
 - iv. Flood hazard zones (reference source of data)
 - v. A vicinity map
 - e. Show proposed improvements, including:
 - i. Proposed buildings, setbacks, buffers and required screening
 - ii. Proposed streets, ingress/egress, driveways, sidewalks and parking
8. Application Fee
 - a. Payment may be made in cash, check or credit card (Visa, MasterCard). Please make checks payable to the City of Lawrenceville. One check is preferred.

electronic

\$500

RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

GEORGIA

NOTIFICATION REQUIREMENTS

Written Notification

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

The written notice shall include:

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

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

Notification Sign

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

CASE NUMBER

DATE

ACKNOWLEDGED BY (PRINT NAME)

SIGNATURE

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

RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

GEORGIA

PUBLIC HEARING PROCESS

The Applicant is required to appear at the Planning Commission Meeting, the City Council Work Session, and the City Council Public Hearing. Failure to attend a meeting may result in tabling of the application until the next meeting of that group. However, the Planning Commission and the City Council may act on the application should they so choose. Meeting dates, times and place are as published in the Rezoning Schedule.

1. Approximately one week prior to the scheduled Planning Commission Meeting, the Planning Staff Report and Recommendation will be available at the Planning and Development office.
2. The applicant shall appear before the City of Lawrenceville Planning Commission to present their case in support of the rezoning application. Any opposition to the rezoning request will be given equal time to present its case. The Planning Commission may ask questions of the applicant and the opposition. The Planning Commission is a recommending body. Their recommendation will be forwarded to the City Council.
3. The applicant shall be present at the City Council Work Session. The applicant may be asked to present their case, or to answer questions, at the desire of the City Council.
4. The applicant shall appear before the City Council for the Public Hearing. The applicant and any opposition will be given equal time to present their cases. The City Council may ask questions of the applicant and opposition prior to making their final decision regarding the application.
5. If the rezoning application is denied by the Mayor and City Council, any new application for the same zoning classification on subject property may not be submitted for at least twelve (12) months from the date of denial. Application for a different zoning classification may be submitted after six (6) months from the date of the denial.

RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT



LAWRENCEVILLE GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>PATTERSON GWINNETT HOLDINGS</u>	NAME: <u>PATTERSON GWINNETT HOLDINGS</u>
ADDRESS: <u>1956 NEW HOPE ROAD</u>	ADDRESS: <u>1956 NEW HOPE ROAD</u>
CITY: <u>LAWRENCEVILLE</u>	CITY: <u>LAWRENCEVILLE, GA</u>
STATE: <u>GA</u> ZIP: <u>30045</u>	STATE: <u>GA</u> ZIP: <u>30045</u>
CONTACT PERSON: <u>STACY PATTERSON</u> PHONE: <u>678-467-3833</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>B6/RM12</u> REQUESTED ZONING DISTRICT: <u>B6</u>	
PARCEL NUMBER(S): <u>R5142110</u> ACREAGE: _____	
ADDRESS OF PROPERTY: <u>194 GWINNETT DRIVE, LAWRENCEVILLE, GA 30045</u>	

[Signature] ... 4/1/2024
SIGNATURE OF APPLICANT DATE

[Signature] ... 4/1/2024
SIGNATURE OF OWNER DATE

STACY PATTERSON
TYPED OR PRINTED NAME

STACY PATTERSON
TYPED OR PRINTED NAME

Alayna S Bell 4/1/2024
NOTARY PUBLIC DATE

Alayna S Bell 4/1/2024
NOTARY PUBLIC DATE

ALAYNA S BELL
NOTARY PUBLIC
Walton County
State of Georgia
My Comm. Expires January 4, 2027

ALAYNA S BELL
NOTARY PUBLIC
Walton County
State of Georgia
My Comm. Expires January 4, 2027

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RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

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

RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

Letter of Intent to ReZone 194 Gwinnett Drive, Lawrenceville

To Whom It May Concern:

As Manager of Patterson Gwinnett Holdings, I intend to rezone the parcel at 194 Gwinnett Drive to clarify its zoning status. Currently, the property has two zoning classifications. The front portion of the property is zoned BG and the approximate back 25% of the property is zoned RM-12. This unusual circumstance goes back approximately 44 years. In the early 1980's, an addition was added to the building to increase showroom space. At the time, no mention was made as to the zoning and the addition was added with no concerns from the City of Lawrenceville.

I have a new tenant in line for the building and it has come to my attention that this zoning needs to be "cleaned up". The property needs to be 100% BG zoning. The building is in need of some renovation for the new tenant, upkeep, overdo maintenance, and sprucing up. With the addition of this new tenant, it will provide me an opportunity to invest in the property. This will be an asset for me and the City of Lawrenceville.

I look forward to working with the City to accomplish this request as time is of the essence.

Please feel free to contact me directly @ 678-467-3833 or furniturevillage@comcast.net with any questions or concerns.

Kind regards,

Stacy Patterson

RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

DEED B: 60981 P: 00876
01/02/2024 05:42 PM Pgs: 3 Fees: \$25.00
TTax: \$0.00
Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0672024000092
ERECORDED
eFile Participant IDs: 3429336909,

Return to:

J. Michael Levensgood
Law Office of J. Michael Levensgood, LLC
150 S. Perry St., Suite 208
Lawrenceville, GA 30046

Cross Reference:
Deed Book 54758, Page 0558

Gwinnett County, Georgia, Records
Tax Parcel: R5142 110

WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

This Indenture dated this 2nd day of January, 2024 from JAMES STACY PATTERSON AND JONATHAN SPARKS PATTERSON as Tenants in Common (hereinafter "Grantor") to PATTERSON GWINNETT HOLDINGS LLC, a Georgia limited liability company (hereinafter, "Grantee").

WITNESSETH THAT Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which is acknowledged by each party to the other, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee, all of her right, title and interest in and to the following property:

SEE EXHIBIT "A"

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members, and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

IN WITNESS WHEREOF, the Grantor has signed and sealed this Warranty Deed, the day and year first above written.

RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

DEED B: 60981 P: 00876
01/02/2024 05:42 PM Pgs: 3 Fees: \$25.00
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COUNTY OF GWINNETT

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SEE EXHIBIT "A"

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IN WITNESS WHEREOF, the Grantor has signed and sealed this Warranty Deed, the day and year first above written.

RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
JAMES STACY PATTERSON

[Signature]
Notary Public
Commission Expiration Date: 5/19/2024
(NOTARIAL SEAL)



Signed, sealed and delivered
in the presence of:

[Signature]
Unofficial Witness

[Signature]
JONATHAN SPARKS PATTERSON

[Signature]
Notary Public
Commission Expiration Date: 5/19/2024
(NOTARIAL SEAL)



RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

EXHIBIT "A"

(LEGAL DESCRIPTION)

ALL THAT TRACT or parcel of land lying and being in Land Lot 142 of the 5th Land District, Gwinnett County, Georgia, in the City of Lawrenceville, being more particularly described as follows:

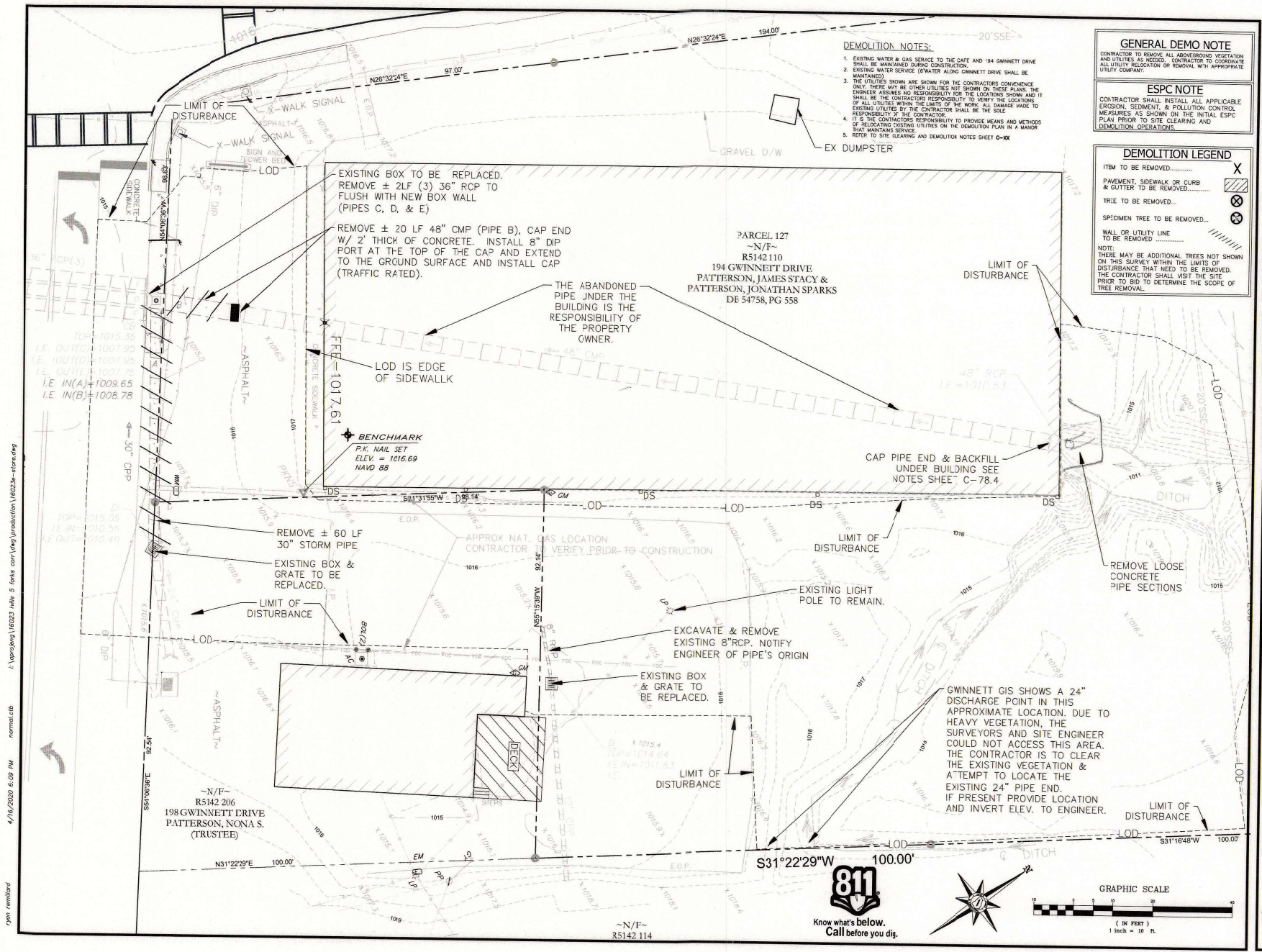
BEGINNING at the point of intersection of the southeast right of way line of Stone Mountain Street with the northeast right of way line of Gwinnett Drive (formerly Fair Street); running thence southeast along the northeast right of way line of Gwinnett Drive 100 feet to a point; running thence North 30 degrees 17 minutes East 98.2 feet to a point; running thence South 56 degrees 20 minutes East 90.8 feet to a point; running thence North 30 degrees 17 minutes East 100 feet to a point; running thence North 57 degrees 26 minutes West 206.8 feet to a point on the southeast right of way line of Stone Mountain Street; running thence Southwest along said right of way line 194 feet to the place or point of beginning.

ALSO:

ALL THAT TRACT or parcel of land lying and being in Land Lot 142 of the 5th Land District, Gwinnett County, Georgia, in the City of Lawrenceville, and being Lot 15 of Plain View Subdivision as shown on plat of survey by S. R. Fields, Surveyor, dated November 4, 1957, recorded in Plat Book "G", Page 145, Gwinnett County Records, and more particularly described as follows:

BEGINNING at an iron pin corner on the East side of Stone Mountain Street located 194 feet North as measured along the East side of Stone Mountain Street from the point of intersection of the East side of Stone Mountain Street with the north side of Gwinnett Drive (formerly Fair Street); run thence northerly along the East side of Stone Mountain Street 97 feet to a corner; run thence Southeasterly along the line of Lot 14, said subdivision, 215 feet to a corner; run thence southwesterly 100 feet to a corner with Lot 16; run thence northwesterly along Lot 16, said subdivision, a distance of 207.1 feet to an iron pin on the East side of Stone Mountain Street and the place or point of beginning.

RZC2024-00054
RECEIVED: APRIL 1, 2024
PLANNING AND DEVELOPMENT DEPARTMENT



GENERAL DEMO NOTE
 CONTRACTOR TO REMOVE ALL ABOVEGROUND VEGETATION AND UTILITIES AS NEEDED. CONTRACTOR TO COORDINATE ALL UTILITY RELOCATION OR REMOVAL WITH APPROPRIATE UTILITY COMPANY.

ESPC NOTE
 CONTRACTOR SHALL INSTALL ALL APPLICABLE EROSION, SEDIMENT, & POLLUTION CONTROL MEASURES AS SHOWN ON THE INITIAL ESPC PLAN PRIOR TO SITE CLEARING AND DEMOLITION OPERATIONS.

DEMOLITION LEGEND

ITEM TO BE REMOVED.....	X
PAVEMENT, SIDEWALK OR CURB & CUTTER TO BE REMOVED.....	▨
TREE TO BE REMOVED.....	⊗
SPECIMEN TREE TO BE REMOVED.....	⊙
WALL OR UTILITY LINE TO BE REMOVED.....	⊘

NOTE:
 THERE MAY BE ADDITIONAL TREES NOT SHOWN ON THIS SURVEY WITHIN THE LIMITS OF DISTURBANCE THAT NEED TO BE REMOVED. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BID TO DETERMINE THE SCOPE OF TREE REMOVAL.

DEMOLITION NOTES:

- EXISTING WATER & GAS SERVICE TO THE CAPE AND 194 GWINNETT DRIVE SHALL BE MAINTAINED DURING CONSTRUCTION.
- EXISTING WATER SERVICE (WATER ALONG GWINNETT DRIVE SHALL BE MAINTAINED)
- THE UTILITIES SHOWN ARE SHOWN FOR THE CONTRACTORS CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS EXISTING UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO RESPONSIBILITY OF THE CONTRACTOR.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE MEANS AND METHODS OF RELOCATING EXISTING UTILITIES ON THE DEMOLITION PLAN IN A MANNER THAT MAINTAINS SERVICE.
- REFER TO SITE CLEARING AND DEMOLITION NOTES SHEET C-000.

h
Hayes James
 ENGINEERS, PLANNERS & SURVEYORS
 4145 SHACKLEFORD ROAD
 SUITE 300
 NORCROSS, GEORGIA 30093
 TEL: (770) 923-1600
 FAX: (770) 923-4202

CITY OF LAWRENCEVILLE
 P.O. BOX 2200
 LAWRENCEVILLE, GA 30046
 Phone: (770) 963-2414

—
 DENNIS BILLEW
 (770) 963-2414

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No.	Description	By	Date

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FOR REVIEW ONLY
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Project Title
FIVE FORKS TRICKUM SIDEWALK IMPROVEMENTS

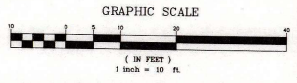
Project Location
 Address
 City, State Zip LAWRENCEVILLE, GA 30046
 Lot/Lot Section 84, 109, 115, 116, 142, 147
 County GWINNETT

Project No. 16-023
 Drawn By: RHR/R
 Checked By: MDB
 Initial Issue Date: 10-01-2019

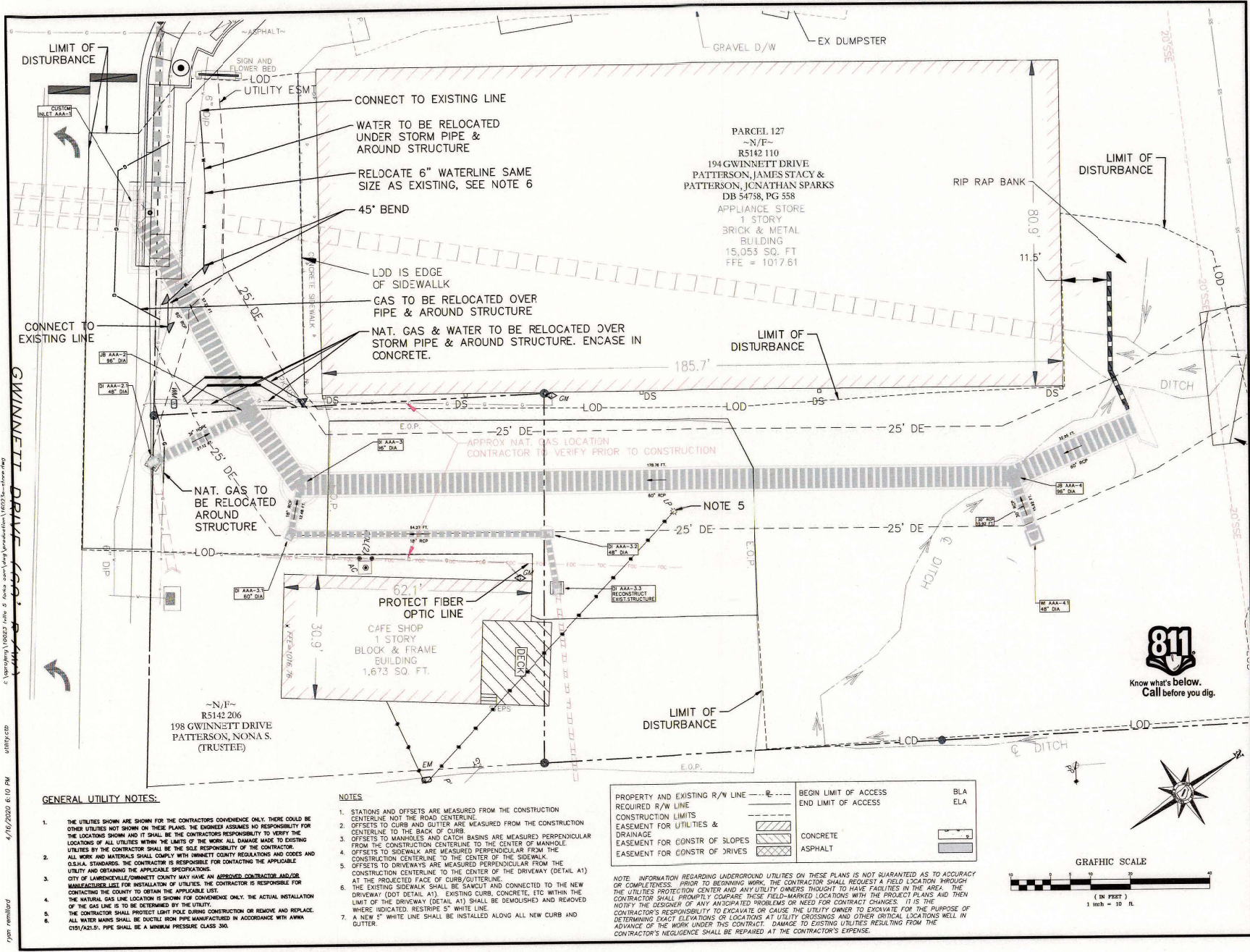
Sheet Title

PARCEL 127 DEMOLITION PLAN

Sheet Number
C-78.2



4/16/2020 6:09 PM normal.ctb
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 ppr renfield



h
Hayes James
 ENGINEERS, PLANNERS & SURVEYORS
 4145 SHACKLEFORD ROAD
 SUITE 300
 NORCROSS, GEORGIA 30093
 TEL: (770) 923-1600
 FAX: (770) 923-4202

CITY OF LAWRENCEVILLE
 P.O. BOX 2200
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 Phone: (770) 963-2414

DENNIS BILLET
 (770) 963-2414

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REVISION	Date	By	App.	Description
No.				

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 NOT TO BE RELEASED FOR CONSTRUCTION

Project Title
 FIVE FORKS TRUCKUM
 SIDEWALK
 IMPROVEMENTS

Project Location
 Address: LAWRENCEVILLE, GA 30046
 City, State Zip: LAWRENCEVILLE, GA 30046
 Land Lot: 84,108, 115, 116, 142, 147
 District/Section: 5
 County: GWINNETT

Project No. 16-023
Drawn By: RH/RB
Checked By: MDB
Initial Issue Date: 11-01-2019

Sheet Title
 PARCEL 127 UTILITY PLAN

Sheet Number
C-78.5

PARCEL 127 - GAINWETT DRIVE / STONE MTN STREET
LAWRENCEVILLE, GA. 4/23/2020

QUANTITY TAKE-OFF - PARCEL 127
PLAN SHEETS C-78.1 - C-78.9

Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes items for Warranties & Bonds, Mobilization, Traffic Control, Site Work, Asphalt Paving, and Pavement Stripping.

Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes items for Storm Drain Structures (Structure AAA-1 Specialty Structure).

Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes items for Storm Drain Piping (Storm Pipe, 30 in. R.C.P.).

Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes item for Gas Piping Relocation.

Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes item for Water Piping Relocation.

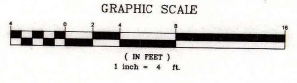
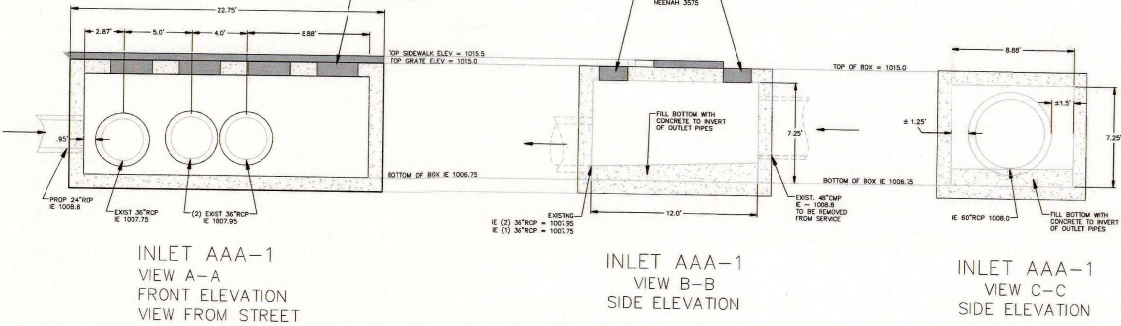
Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes items for Utilities Adjustment (Adjust Water Valve Box to Grade, Relocate Existing Water Meter).

Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes items for Erosion Control Phase I (Construction Exit & Concrete Washout, Construct and Remove Rock Filter Dams).

Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes items for Erosion Control Phase II (Mulch, Temporary Grassing, Construct and Remove Rock Filter Dams).

Table with columns: ITEM No., GDOT No., ITEM, UNIT, QUANTITY. Includes items for Erosion Control Phase III (Construct & Remove Inlet Sediment Trap Curb Inlet).

- STRUCTURE NOTES
1. THIS DETAIL IS FOR ESTIMATION PURPOSES ONLY...
2. THE BOX SHALL BE DESIGNED FOR 14-20 TONS...
3. A GEOTECHNICAL ENGINEER IS TO BE CONSULTED...
4. THE BASE SHOULD BE INSPECTED BY A GEOTECHNICAL ENGINEER...
5. THE GEOTECHNICAL ENGINEER AND STRUCTURAL ENGINEER ARE TO BE PRESENT...
6. A MINIMUM OF (3) CONCRETE TEST CYLINDERS MUST BE MADE...
7. A SEPARATE BUILDING PERMIT SHALL BE OBTAINED...
8. RETAIN & REPROFIT BY A THIRD PARTY IS REQUIRED...
9. CONCRETE TO BE 1000 PSI.



Hayes James ENGINEERS, PLANNERS & SURVEYORS
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NORCROSS, GEORGIA 30093
TEL: (770) 923-1600 FAX: (770) 923-4202
CITY OF LAWRENCEVILLE
P.O. BOX 2200 LAWRENCEVILLE, GA 30046
Phone: (770) 963-2414
DENNIS BILLEV (770) 963-2414

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Revision table with columns: No., Description, Date, By, App.

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Project Title: FIVE FORKS TRICKUM SIDEWALK IMPROVEMENTS
Project Location: City, State Zip: LAWRENCEVILLE, GA 30046
Address: EA 149, 119, 116, 142, 147
Land Use: District-Section 5
County: GWINNETT
Project No.: 16-023
Drawn By: RHR/R
Checked By: MDB
Initial Issue Date: 10-01-2019
Sheet Title: PARCEL 127 SPECIAL BOX INLET AAA-1 DETAIL
Sheet Number: C-78.6







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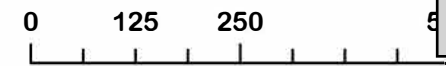
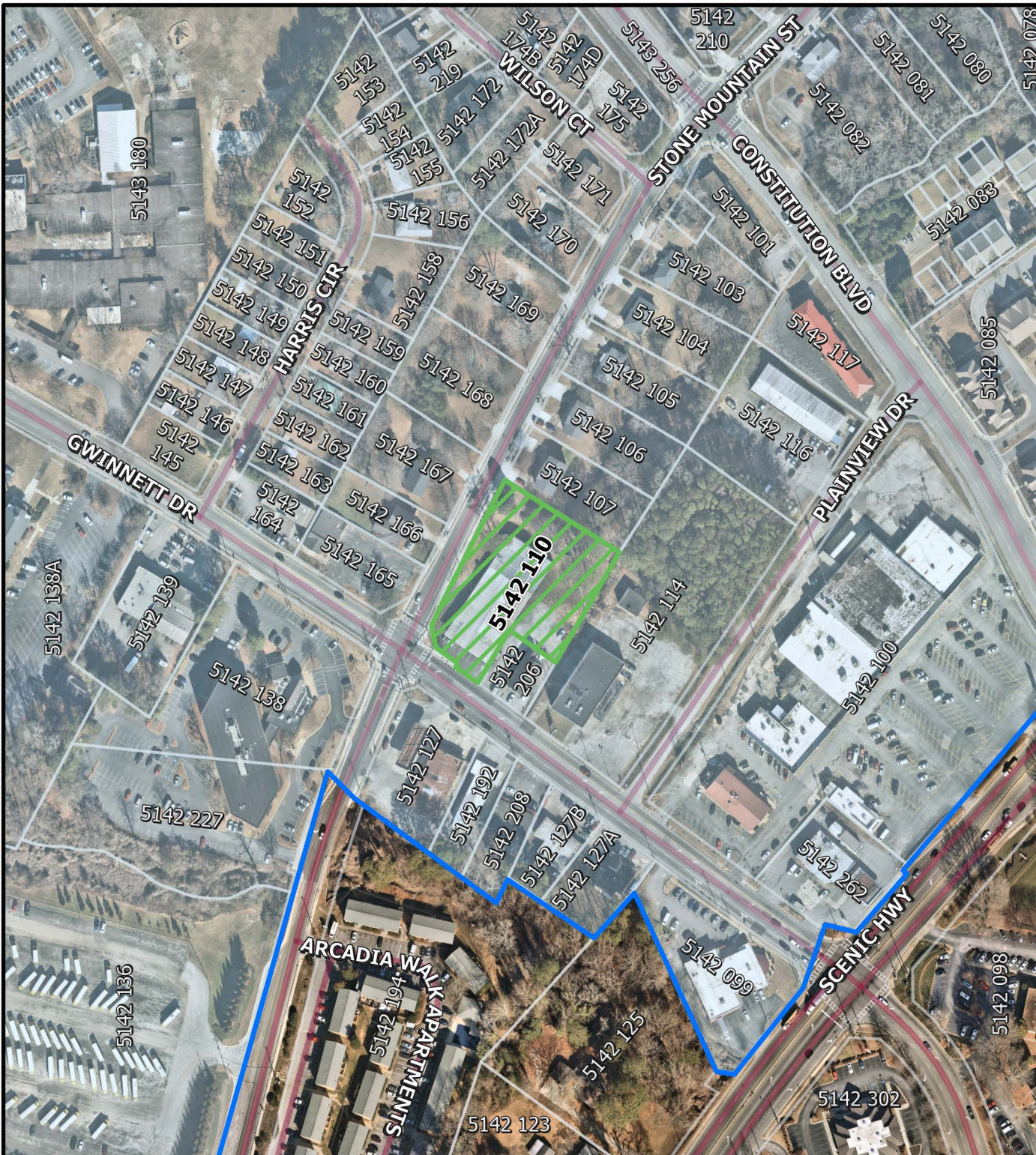
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # RZC2024-00054

Applicant: Stacy Patterson

-  Subject Property
-  Parcels
-  County Maintained Streets
-  Downtown Development Authority Boundary









LAWRENCEVILLE

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





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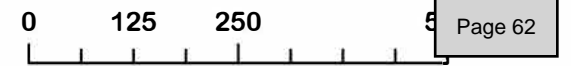
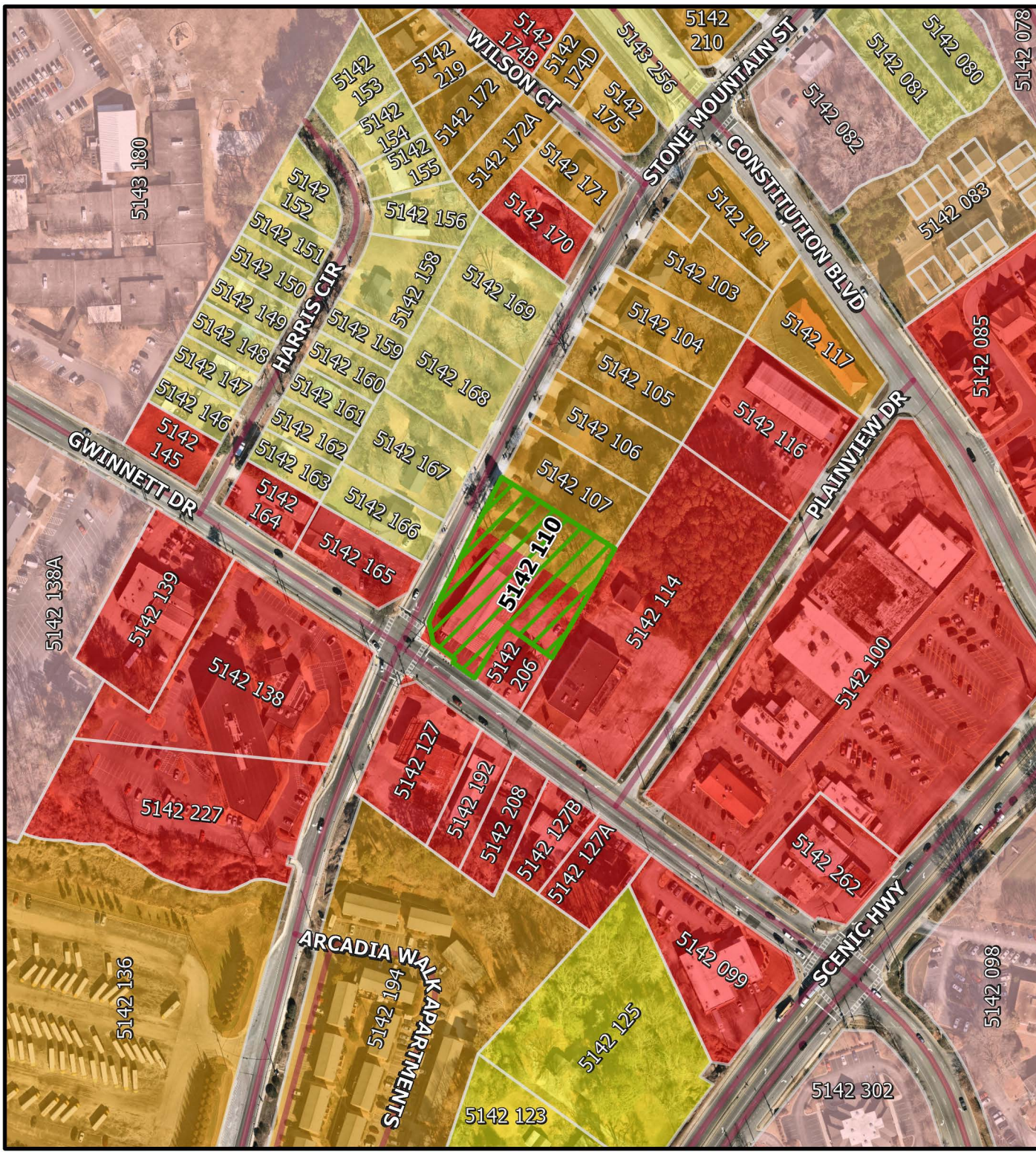
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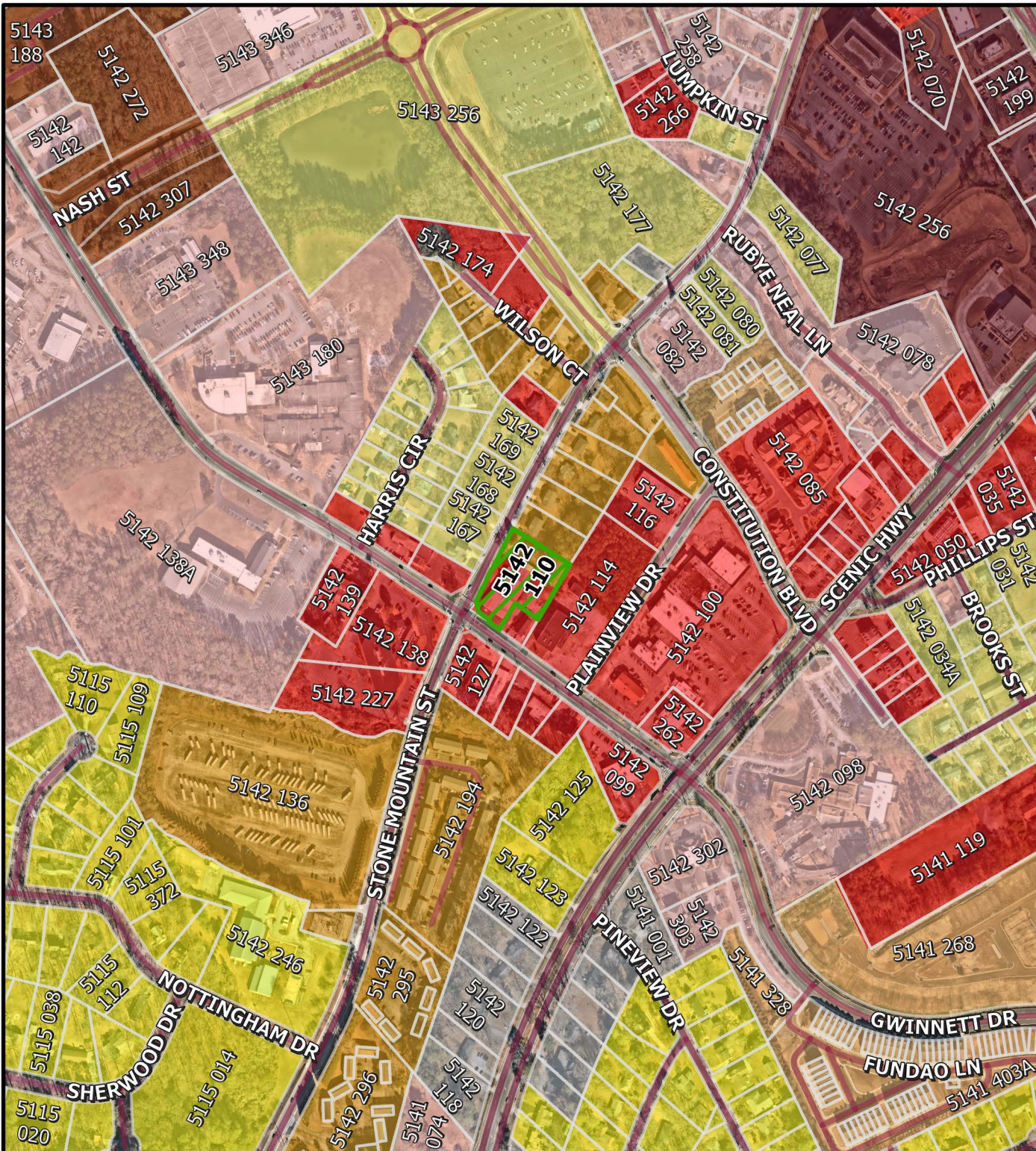
The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # RZC2024-00054

Applicant: Stacy Patterson

-  Subject Property
 -  Parcels
 -  County Maintained Streets
- Zoning Districts**
-  BG General Business
 -  OI Office/Institutional
 -  ON Office/Neighborhood
 -  RM-12 Multifamily Residential
 -  RM-8 Townhouse Residential
 -  RS-150 Single-Family Residential
 -  RS-180 Single-Family Residential





LAWRENCEVILLE













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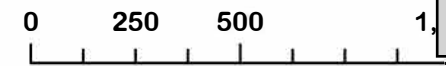
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # RZC2024-00054

Applicant: Stacy Patterson

-  Subject Property
 -  Parcels
 -  County Maintained Streets
- Zoning Districts**
-  BG General Business
 -  HSB Highway Service Business
 -  OI Office/Institutional
 -  ON Office/Neighborhood
 -  CMU Community Mixed Use
 -  RM-12 Multifamily Residential
 -  RM-8 Townhouse Residential
 -  RS-150 Single-Family Residential
 -  RS-180 Single-Family Residential













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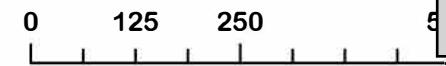
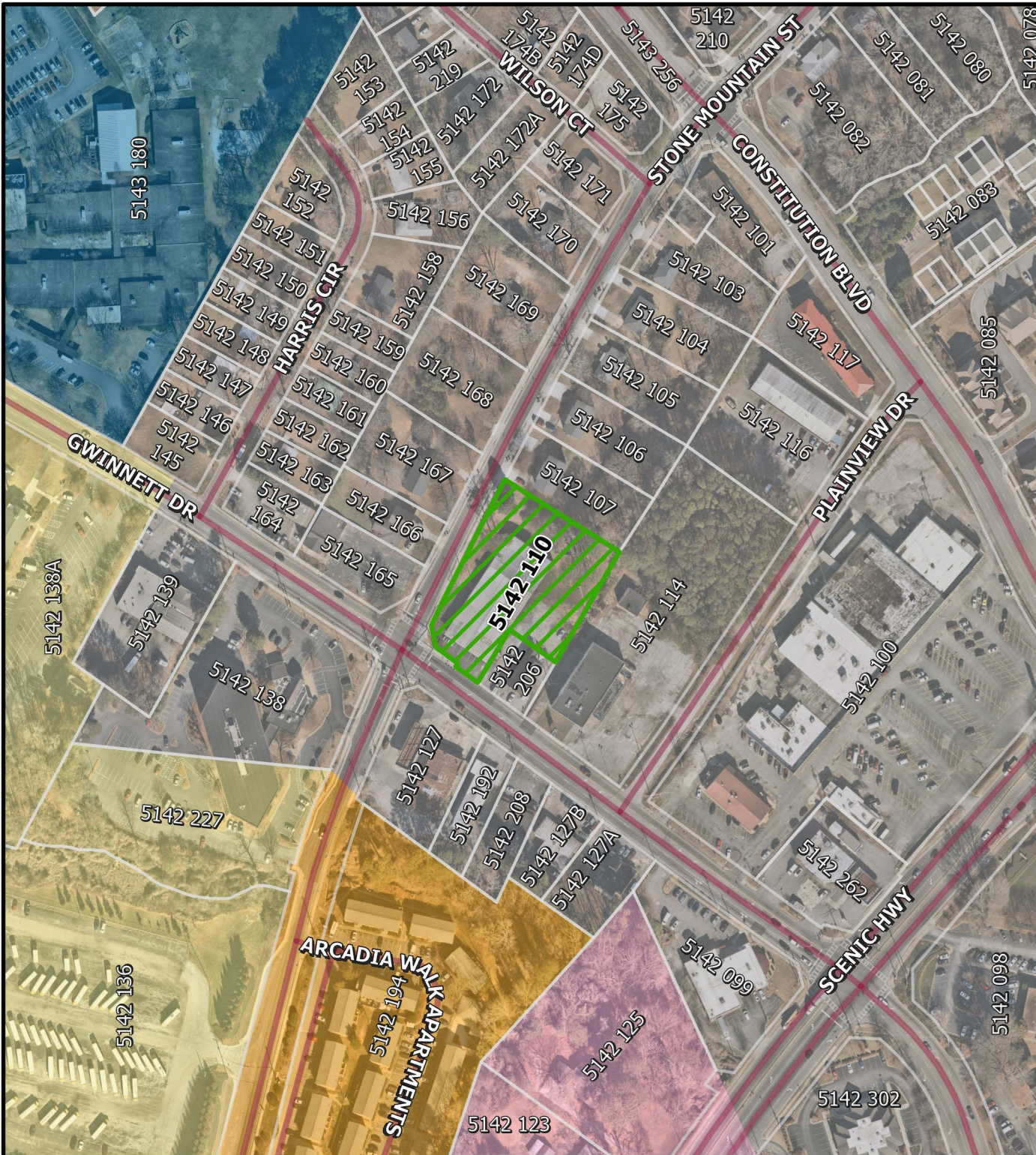
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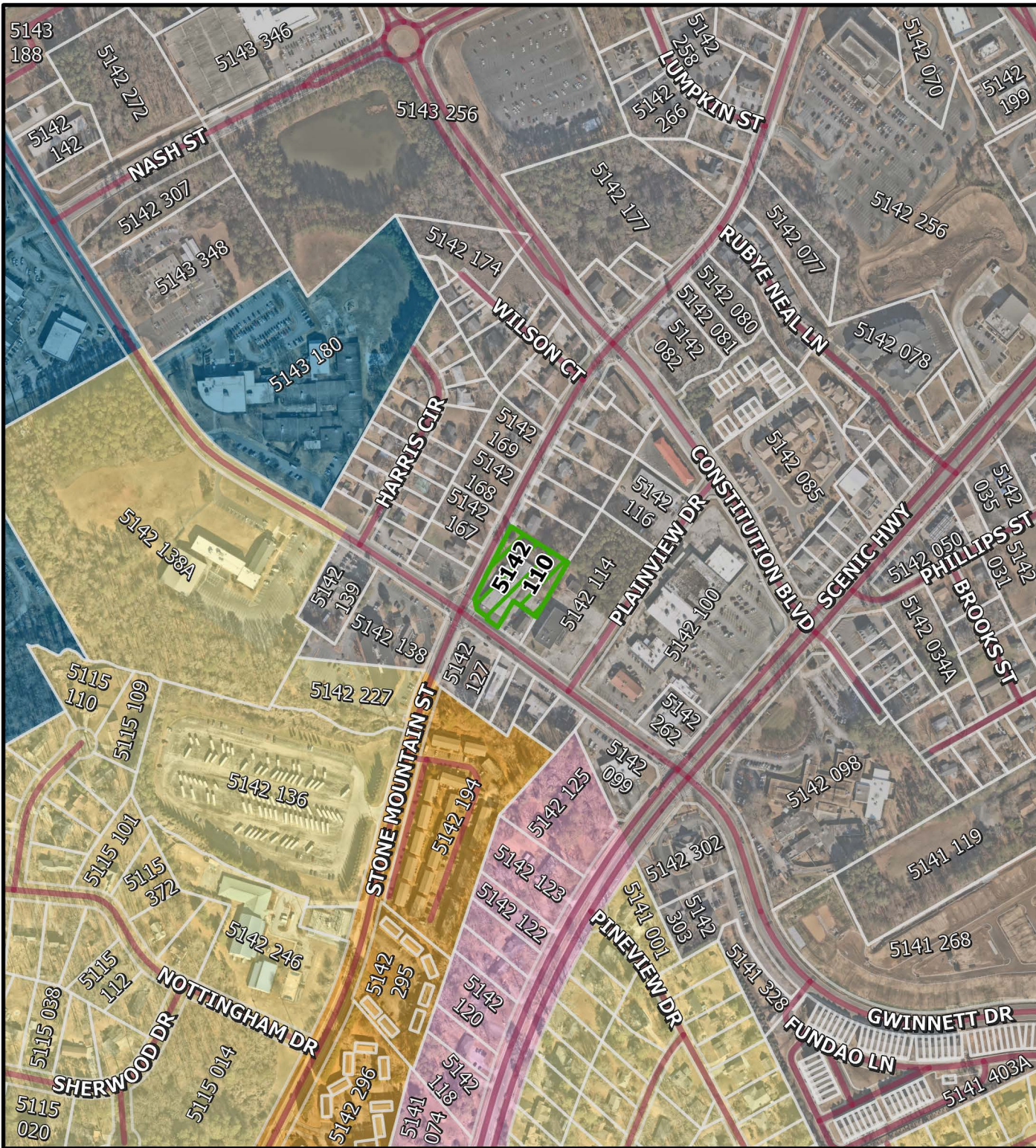
The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # RZC2024-00054

Applicant: Stacy Patterson

-  Subject Property
-  Parcels
-  County Maintained Streets
- 2045 Character Areas**
-  Downtown
-  Traditional Residential
-  Mixed Residential
-  Office
-  Education Center













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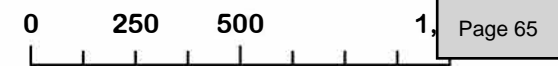
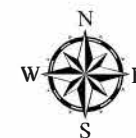
GEORGIA

The City of Lawrenceville
 Planning & Development
 Location Map & Surrounding Areas

File # RZC2024-00054

Applicant: Stacy Patterson

-  Subject Property
-  Parcels
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- 2045 Character Areas**
-  Downtown
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-  Mixed Residential
-  Office
-  Education Center





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 26, 2024

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item: SUP2024-00086; Juanita Wade; 3130 Sugarloaf Parkway

Department: Planning and Development

Date of Meeting: Wednesday, June 26, 2024

Applicant Request: Approval of request

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Approval with Staff Recommendations**

Summary: The applicant requests a Special Use Permit renewal for 3130 Sugarloaf Parkway to allow a Special Event Facility/Banquet Hall in suite 1200. The subject property is an approximately 3.39-acre parcel zoned BG (General Business District), located along the southern right-of-way of Sugarloaf Parkway, between its intersections with Old Snellville Highway and Johnson Road.

Attachments/Exhibits:

- SUP2024-00086_RPRT_03122024
- SUP2024-00086_P&D RECO CNDS_03132024
- SUP2024-00086_PC RECOMMENDED CONDITIONS
- SUP2024-00086_APP_01052024
- SUP2024-00086_LOI_01052024
- SUP2024-00086_SITE PLAN_01052024
- SUP2024-00086_LEGAL DESC_01052024
- SUP2024-00086_AERIAL MAP - ZOOMED IN

SUP2024-00086_AERIAL MAP - ZOOMED OUT
SUP2024-00086_ZONING MAP - ZOOMED IN
SUP2024-00086_ZONING MAP - ZOOMED OUT
SUP2024-00086_CHARACTER AREAS - ZOOMED IN
SUP2024-00086_CHARACTER AREAS - ZOOMED OUT



LAWRENCEVILLE

Planning & Development

CASE NUMBER: SUP2024-00086

OWNER: 4SEAS INVESTMENT GROUP LLC

APPLICANT: JUANITA WADE

CONTACT: JUANITA WADE – 313.515.6506

LOCATION(S): 3130 SUGARLOAF PARKWAY

PARCEL ID(S): R5085 695

APPROXIMATE ACREAGE: 3.39

ZONING PROPOSAL: TO ALLOW AN EVENT FACILITY AS A SPECIAL USE

PROPOSED DEVELOPMENT: SPECIAL EVENT FACILITY/BANQUET HALL

DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

VICINITY MAP





LAWRENCEVILLE

Planning & Development

ZONING HISTORY

The subject property has been zoned BG (General Business District) since 2002, the earliest record on file for the parcel. **SUP2021-00051** was approved on 12/13/2021, allowing a special events facility at the address. The Special Use Permit was conditioned with a two-year sunset, which expired January 2024, necessitating this SUP renewal (submitted 1/4/2024).

PROJECT SUMMARY

The applicant requests a renewal for a Special Use Permit at 3130 Sugarloaf Parkway to allow a Special Event Facility/Banquet Hall in suite 1200. The subject property is an approximately 3.39-acre parcel zoned BG (General Business District), located along the southern right-of-way of Sugarloaf Parkway, between its intersections with Old Snellville Highway and Johnson Road.

ZONING AND DEVELOPMENT STANDARDS

The property consists of an 18,531 square-foot one-story retail building, accessory driveways, and parking.

Article 1 Districts, Section 103.2 Use Table

Standard	Requirement	Proposal	Recommendation
Special Event Facility	<i>Special Use Permit</i>	<i>Special Use Permit</i>	<i>Approval w/ Conditions</i>

Article 2 Supplemental and Accessory Use Standards, Section 200.3, Subsection 200.3.73 Special Event Facility reads as follows:

- A. *Such facilities shall be located on a principle arterial, major arterial, minor arterial, major collector street, or a state highway.*
- B. *During inclement weather, there shall be sufficient space to safely shelter guests.*
- C. *Adequate permanent restroom facilities shall be provided, which shall meet the minimum requirements of the Gwinnett County Environmental Health section and building code requirements.*



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- D. Adequate off-street parking facilities shall be provided on-site.
- E. Such facilities shall meet the Lawrenceville Code of Ordinance: Special Events Facilities.
- F. Alcohol sales and consumption on the premises of a special event facility outside the Downtown Entertainment District is prohibited in HSB and HM zoning district.

The applicant occupies Suite 1200 of the Sugarloaf Pointe shopping center, a 2,800 square foot retail space. They are requesting a renewal for the Special Use Permit approved in December 2021 that allowed a Special Event Facility/Banquet Hall at this location (**SUP2021-00051**). Access to the property is provided via curb-cuts extending from Sugarloaf Parkway, Johnson Road, and Old Snellville Highway.

Regarding the existing business at this location, a certificate of occupancy was issued on 7/23/2021 for “Milestones Event Center” in suite 1200 (BLD2021-01465) and a business license was issued on 9/1/2021 for “Life Events Décor, Rental, and Design” (OTC-19128109).

As proposed, the parking regulations require 28 parking spaces for this type of facility, however, the existing parking lot consists of 90 parking spaces, which exceeds the minimum requirements and adequately provides enough off-street parking. Additionally, all associated parking spaces are in front of the building.

The proposal satisfies the minimum requirement of the Supplemental and Accessory Use Standards (the Standards) requiring Special Event Facilities/Banquet Halls be located along a properly classified road, as well as providing adequate restroom facilities. Additionally, the Standards require compliance with the intent of the Code of Ordinance as it relates to Special Event Facilities/Banquet Halls. The adoption of the 2020 Zoning Ordinance allows Special Events Facilities/Banquet Halls to operate throughout the city limits in specific zoning classifications, which includes the BG zoning classification. However, if the applicant chooses to serve alcohol during events an Alcoholic Beverages License allowing the retail sales of alcoholic beverages for consumption shall be required.



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SURROUNDING ZONING AND USE

The immediate surrounding area consists primarily of commercial/retail uses. The parcels immediately adjacent to the property are zoned BG (General Business District), outparcels for the Sugarloaf Pointe shopping center. There are businesses zoned BN (Neighborhood Business District) to the northwest of the subject property, across the rights-of-way of Johnson Road and Sugarloaf Parkway. Otherwise, the subject property is an island of Lawrenceville within a sea of unincorporated Gwinnett County.

Most of the surrounding unincorporated land is residential in nature, including the Tanner’s Pointe subdivision immediately to the south and to the west of the subject property, across the right-of-way of Johnson Road; these residential uses are zoned R-75 (Gwinnett Single Family Residential District). The Gwinnett subdivision of Sugarloaf Manor is to the immediate north of the property, across the right-of-way of Sugarloaf Parkway, and is zoned RZT (Gwinnett Single Family Residential District). Finally, there is a veterinary clinic and a medical office zoned OI (Gwinnett Office-Institutional District) to the east of the subject property, across the right-of-way of Old Snellville Highway. The mixture of zoning and uses in the immediate area further support the requested Special Use Permit renewal.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP



The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # SUP2024-00086

Applicant: Juanita Wade

- Lawrenceville City Limits
 - Subject Property
 - Parcels
 - County Maintained Streets
 - City Maintained Streets
- Zoning Districts**
- BN Neighborhood Business
 - BG General Business
 - RS-60 Single-Family Residential
 - RS-150 Single-Family Residential



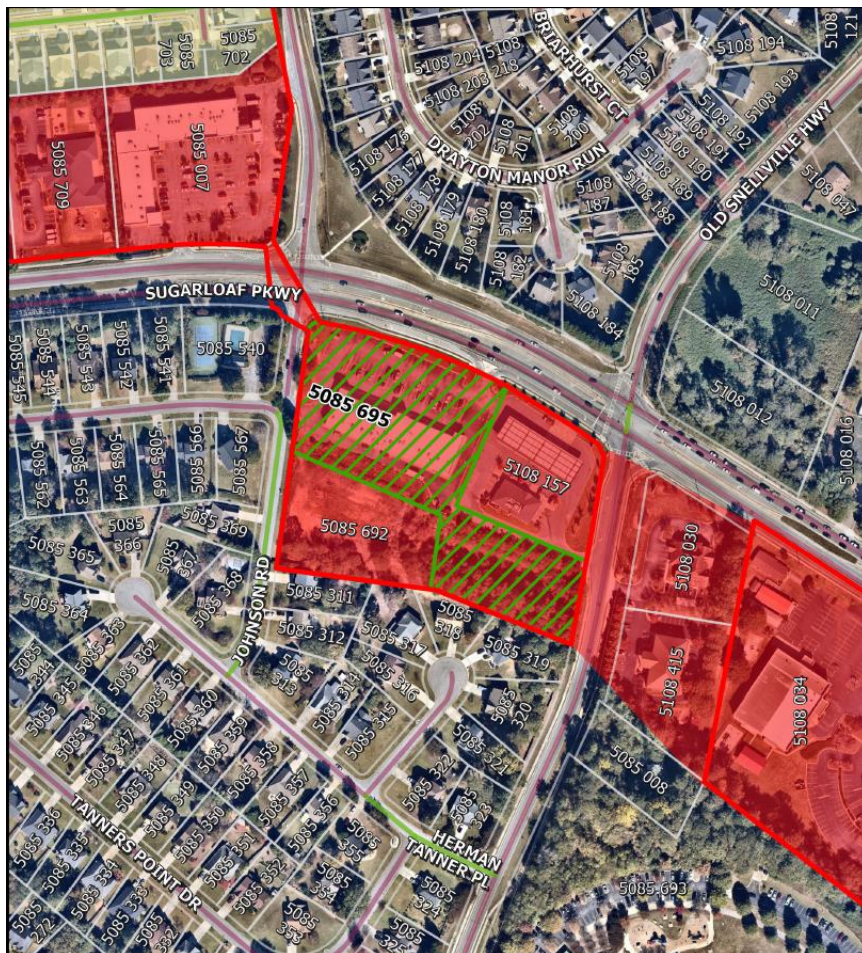
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2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicate the property lies within the Commercial Corridor Character Area. The commercial corridor character area corresponds to a major road corridor into the city. It is intended to accommodate large-scale commercial uses that serve the traveling public via automobiles. These uses include, but are not limited to, ‘big box’ retail stores, car dealerships, car washes, and large corporate offices. All such uses require careful site planning to ensure interconnectivity and compliance with applicable parking, lighting, landscaping, and signage standards. Commercial corridors are typically less pedestrian-oriented than neighborhood and community centers.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP

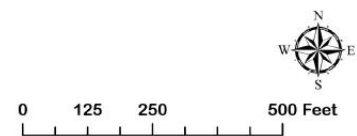



LAWRENCEVILLE
GEORGIA
The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # SUP2024-00086

Applicant: Juanita Wade

-  Lawrenceville City Limits
-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- 2045 Character Areas**
-  Traditional Residential
-  Commercial Corridor





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STAFF RECOMMENDATION

As submitted, the proposal to renew the SUP for a Special Event Facility/Banquet Hall at this location is appropriate, as it is in a mixed use area along Sugarloaf Parkway. It is located within the Commercial Corridor character area, which is appropriate for smaller-scale retail uses such as banquet halls. Furthermore, there is precedent for City Council approving such special uses in the general vicinity and for parcels currently zoned BG; in December 2021, **SUP2021-00051** was approved for a Special Event Facility/Banquet Hall at this location, **SUP2023-00083** was approved in December 2023 for the same use at a nearby location on Sugarloaf Parkway, and **SUP2023-00084** was approved in the same December 2023 City Council session for the same use at 575 West Pike Street.

In conclusion, the requested Special Use Permit for a Special Event Facility/Banquet Hall at an existing commercial development, may provide a center for local services, providing walkable connectivity, for nearby residential uses along this segment of the Sugarloaf Parkway corridor. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



LAWRENCEVILLE

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

- 1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

In light of the mixture of uses and zoning in the immediate area the requested Special Events Facility could be suitable for the area.

- 2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

With the recommended conditions, potential impacts on adjacent and nearby properties could be reduced.

- 3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;**

The property has reasonable economic use as currently zoned.

- 4. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

Impacts on public facilities would be anticipated in the form of traffic and utility demand; however, these impacts may be mitigated with appropriate conditions, site development requirements, and planning.

- 5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

Policies of the Commercial Corridor Character Area are intended to provide a center for a variety of retail activities. As such the proposed Special Use Permit allowing a Special Event Facility/Banquet Hall at this location could be consistent with the 2045 Comprehensive Plan.

- 6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;**



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*In December 2021, **SUP2021-00051** was approved for a Special Event Facility/Banquet Hall at this location. This SUP expired in January of 2024 due to a two-year sunset clause.*

To ensure the compatibility with rules and regulations of the City of Lawrenceville, it is suggested that conditions limit the Special Use Permit to a period of two years.

PLANNING COMMISSION
RECOMMENDED CONDITIONS
SUP2024-00086_03132024

Approval of Special Use Permit for a Special Event Facility/Banquet Hall, subject to the following conditions:

1. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.
2. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
3. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
4. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
5. Outdoor storage shall be prohibited.
6. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
7. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
8. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages or by the owner of the indoor special events facility in compliance with all applicable sections of the Code of the City of Lawrenceville, Georgia Chapter 4 Alcoholic Beverages.
9. Requires proper licenses for food service; must comply with all local, county, and state laws and regulations.

- 10.** Business must acquire a new Certificate of Occupancy within 90 days of approval from City Council or this Special Use Permit is void. The name of the business/tenant name shall be consistent across the Gwinnett Fire Marshall Certificate of Occupancy, City of Lawrenceville Certificate of Occupancy, and the City of Lawrenceville Occupation Tax Certificate.
- 11.** The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.

PLANNING COMMISSION RECOMMENDED CONDITIONS

SUP2024-00086_06032024

Approval of Special Use Permit for a Special Event Facility/Banquet Hall, subject to the following conditions:

1. General Business uses, which may include a Special Event Facility/Banquet Hall as a special use allowing conferences, galas, weddings, and other similar events.
2. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
3. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
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5. Outdoor storage shall be prohibited.
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~~**11.** The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.~~



LAWRENCEVILLE

GEORGIA

Life Events SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Juanita Wade</u>	NAME: <u>4SEAS INVESTMENT GROUP, LLC</u>
ADDRESS: <u>3130 Sugarloaf Parkway</u>	ADDRESS: <u>8445 ST. MARLOW DR</u>
CITY: <u>Lawrenceville</u>	CITY: <u>DULUTH</u>
STATE: <u>GA</u> ZIP: <u>30045</u>	STATE: <u>GA</u> ZIP: <u>30097</u>
PHONE: <u>313-515-6506</u>	PHONE: <u>404.213.3476</u>
CONTACT PERSON: <u>Juanita Wade</u>	PHONE: <u>313-515-6506</u>
CONTACT'S E-MAIL: <u>jwade8707@yahoo.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u>	ACREAGE: <u>3.4 AC</u>
PARCEL NUMBER(S): <u>5085 695</u>	
ADDRESS OF PROPERTY: <u>3130 SUGARLOAF PKWY SUITE 200</u>	
PROPOSED SPECIAL USE: <u>EVENT VENUE</u>	

CRYSTAL T JONES
 NOTARY PUBLIC
 Rockdale County
 State of Georgia
 My Comm. Expires March 21, 2027

Juanita Wade
 SIGNATURE OF APPLICANT DATE
Juanita Wade
 TYPED OR PRINTED NAME

 NOTARY PUBLIC DATE

Mitchell 12/01/2023
 SIGNATURE OF OWNER DATE
Mitchell
 TYPED OR PRINTED NAME
[Signature] 12/1/23
 NOTARY PUBLIC DATE



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Y/N

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

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

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? _____

Y/N

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

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

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



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: 5 - 085 - 007
(Map Reference Number) District Land Lot Parcel

Quanita Wade Signature of Applicant 10/30/23 Date

Quanita Wade / owner / President Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

NAME TITLE

DATE



LAWRENCEVILLE

GEORGIA

12.

* SPECIAL USE PERMIT APPLICATION *

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Juanita Wade</u>	NAME: <u>4 SEAS INVESTMENT GROUP, LLC</u>
ADDRESS: <u>3130 Sugarloaf Parkway</u>	ADDRESS: <u>8445 S MARLOW DR.</u>
CITY: <u>Lawrenceville</u>	CITY: <u>DELUTH</u>
STATE: <u>GA</u> ZIP: <u>30045</u>	STATE: <u>GA</u> ZIP: <u>30097</u>
PHONE: <u>313-515-6506</u>	PHONE: <u>404-213-3476</u>
CONTACT PERSON: <u>Juanita Wade</u>	PHONE: <u>313-515-6506</u>
CONTACT'S E-MAIL: <u>Jwade8707@yahoo.com</u>	

* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.

ZONING DISTRICT(S): 5TH DISTRICT ACREAGE: 3.4 ACRES

PARCEL NUMBER(S): 5-085-007

ADDRESS OF PROPERTY: 3130 SUGARLOAF PARKWAY, LAWRENCEVILLE, GA

PROPOSED SPECIAL USE: Event Venue / For Special Events 30045

CRYSTAL T JONES
 NOTARY PUBLIC
 Rockdale County
 State of Georgia
 My Comm. Expires March 21, 2027

Juanita Wade 11/13/23
 SIGNATURE OF APPLICANT DATE

Martin Chugh 12/01/2023
 SIGNATURE OF OWNER DATE

Juanita Wade
 TYPED OR PRINTED NAME

Martin Chugh
 TYPED OR PRINTED NAME

M. Chugh 11/13/23
 DATE

NOTARY PUBLIC
 KARLA AMAYA
 MY COMMISSION EXPIRES MARCH 26, 2027
 GWINNETT COUNTY, GEORGIA

[Signature] 12/1/2023
 NOTARY PUBLIC DATE

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

CRYSTAL T JONES
 NOTARY PUBLIC
 Rockdale County
 State of Georgia
 My Comm. Expires March 21, 2027

WADE MARKETING & CONSULTING SERVICES

August 6, 2021

City of Lawrenceville
Planning Department
70 S. Clayton St.
P.O.Box 2200
Lawrenceville, Ga 30046

Letter of Intent: 3130 Sugarloaf Parkway Ste 1200

To Whom It May Concern:

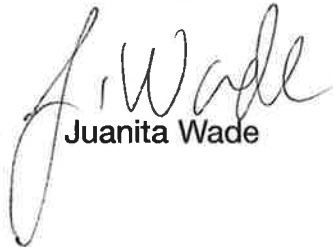
Wade Marketing & Consulting Services is submitting this Letter of Intent on behalf of Life Events Venue.

3130 Sugarloaf Parkway (otherwise known as L3 BA Sugarloaf Pointe) Suite 1200 is a 2800 square foot commercial space located in a commercial strip mall in, Lawrenceville, GA.

Our intent is to utilize space as an event center, to host meetings, training sessions, pop up shops, special occasions and community events.

If you have any questions about our intended use, you can contact Juanita Wade at 313-515-6506.

Sincerely,



Juanita Wade

TITLE DESCRIPTION PER RECORD (LOT #3)

ALL TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 85 AND 108 OF THE 5TH DISTRICT, CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF SUGARLOAF PARKWAY (SAID ROAD HAVING A RIGHT OF WAY THAT VARIES) IF BOTH ROADS WERE EXTENDED TO FORM AN ANGLE; THENCE SOUTHERLY FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD SNELLVILLE ROAD (sic);THENCE SOUTH 09 DEGREES 03 MINUTES 02 SECONDS WEST ALONG THE RIGHT OF WAY OF OLD SNELLVILLE ROAD FOR A DISTANCE OF 86.89 FEET TO A POINT; THENCE SOUTHERLY ALONG THE RIGHT OF WAY OF OLD SNELLVILLE ROAD ALONG THE CURVE TO THE RIGHT HAVING A RADIUS OF 2824.79 FEET AND ARC LENGTH OF 72.14 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 09 DEGREES 46 MINUTES 56 SECONDS WEST AND A CHORD DISTANCE OF 72.14 TO A POINT; THENCE SOUTH 10 DEGREES 30 MINUTES 50 SECONDS WEST ALONG THE RIGHT OF WAY OF OLD SNELLVILLE ROAD FOR A DISTANCE OF 45.04 FEET TO A POINT ON SAID RIGHT OF WAY AND THE TRUE POINT OF BEGINNING;THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 10 DEGREES 30 MINUTES 50 SECONDS WEST 163.06 FEET TO A POINT ON SAID RIGHT OF WAY; THENCE LEAVING THE RIGHT OF WAY F OLD SNELLVILLE ROAD NORTH 68 DEGREES 03 MINUTES 09 SECONDS WEST 280.37 FEET TO A POINT;THENCE NORTH 07 DEGREES (sic) 43 MINUTES 09 SECONDS EAST (sic) 144.88 FEET TO A POINT; THENCE NORTH 66 DEGREES 45 MINUTES 30 SECONDS WEST 311.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JOHNSON ROAD (50 FOOT RIGHT OF WAY); THENCE PROCEEDING NORTH 43 DEGREES 43 MINUTES 09 SECONDS EAST 233.25 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH 32.17 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 53 DEGREES 47 MINUTES 59 SECONDS EAST AND A CHORD DISTANCE 28.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SUGARLOAF PARKWAY; THENCE SOUTHERLY ALONG THE RIGHT OF WAY OF SUGARLOAF PARKWAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1213.24 FEET AND ARC LENGTH OF 381.80 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 71 DEGREES 06 MINUTES 16 SECONDS EAST AND A CHORD DISTANCE OF 380.23 FEET TO A POINT ON SAID RIGHT OF WAY; THENCE LEAVING THE RIGHT OF WAY OF SUGARLOAF PARKWAY SOUTH 23 DEGREES 14 MINUTES 30 SECONDS WEST 249.36 FEET TO A POINT; THENCE SOUTH 66 DEGREES 45 MINUTES 30 SECONDS WEST 272.66 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD SNELLVILLE ROAD AND THE TRUE POINT OF BEGINNING.

TITLE DESCRIPTION PER AS-SURVEYED (LOT #3)

ALL TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOTS 85 AND 108 OF THE 5TH DISTRICT, CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY OF SUGARLOAF PARKWAY (SAID ROAD HAVING A RIGHT OF WAY THAT VARIES) IF BOTH ROADS WERE EXTENDED TO FORM AN ANGLE; THENCE SOUTHERLY FOR A DISTANCE OF 20.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY OF OLD SNELLVILLE ROAD (sic); THENCE SOUTH 09 DEGREES 03 MINUTES 02 SECONDS WEST ALONG THE RIGHT OF WAY OF OLD SNELLVILLE ROAD FOR A DISTANCE OF 86.89 FEET TO A POINT; THENCE SOUTHERLY ALONG THE RIGHT OF WAY OF OLD SNELLVILLE ROAD ALONG THE CURVE TO THE RIGHT HAVING A RADIUS OF 2824.79 FEET AND ARC LENGTH OF 72.14 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 09 DEGREES 46 MINUTES 56 SECONDS WEST AND A CHORD DISTANCE OF 72.14 TO A POINT; THENCE SOUTH 10 DEGREES 30 MINUTES 50 SECONDS WEST ALONG THE RIGHT OF WAY OF OLD SNELLVILLE ROAD FOR A DISTANCE OF 45.04 FEET TO A POINT ON SAID RIGHT OF WAY AND THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID RIGHT OF WAY SOUTH 10 DEGREES 26 MINUTES 32 SECONDS WEST 162.86 FEET TO A POINT ON SAID RIGHT OF WAY; THENCE LEAVING THE RIGHT OF WAY F OLD SNELLVILLE ROAD NORTH 68 DEGREES 08 MINUTES 44 SECONDS WEST 280.37 FEET TO A POINT; THENCE NORTH 82 DEGREES 22 MINUTES 37 SECONDS WEST 9.92 FEET TO A POINT; THENCE NORTH 07 DEGREES (sic) 40 MINUTES 14 SECONDS EAST (sic) 145.25 FEET TO A POINT; THENCE NORTH 66 DEGREES 48 MINUTES 25 SECONDS WEST 311.36 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF JOHNSON ROAD (50 FOOT RIGHT OF WAY); THENCE PROCEEDING NORTH 07 DEGREES 45 MINUTES 54 SECONDS EAST 233.25 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET AND AN ARC LENGTH 32.17 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 53 DEGREES 50 MINUTES 44 SECONDS EAST AND A CHORD DISTANCE 28.81 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SUGARLOAF PARKWAY; THENCE SOUTHERLY ALONG THE RIGHT OF WAY OF SUGARLOAF PARKWAY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 1213.56 FEET AND ARC LENGTH OF 381.69 FEET, BEING SUBTENDED BY A CHORD BEARING SOUTH 71 DEGREES 04 MINUTES 12 SECONDS EAST AND A CHORD DISTANCE OF 380.12 FEET TO A POINT ON SAID RIGHT OF WAY; THENCE LEAVING THE RIGHT OF WAY OF SUGARLOAF PARKWAY SOUTH 23 DEGREES 15 MINUTES 21 SECONDS WEST 249.36 FEET TO A POINT; THENCE SOUTH 66 DEGREES 44 MINUTES 56 SECONDS WEST 272.66 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF OLD SNELLVILLE ROAD AND THE TRUE POINT OF BEGINNING.










LAWRENCEVILLE

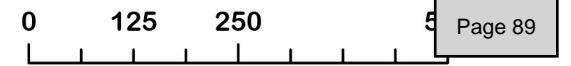
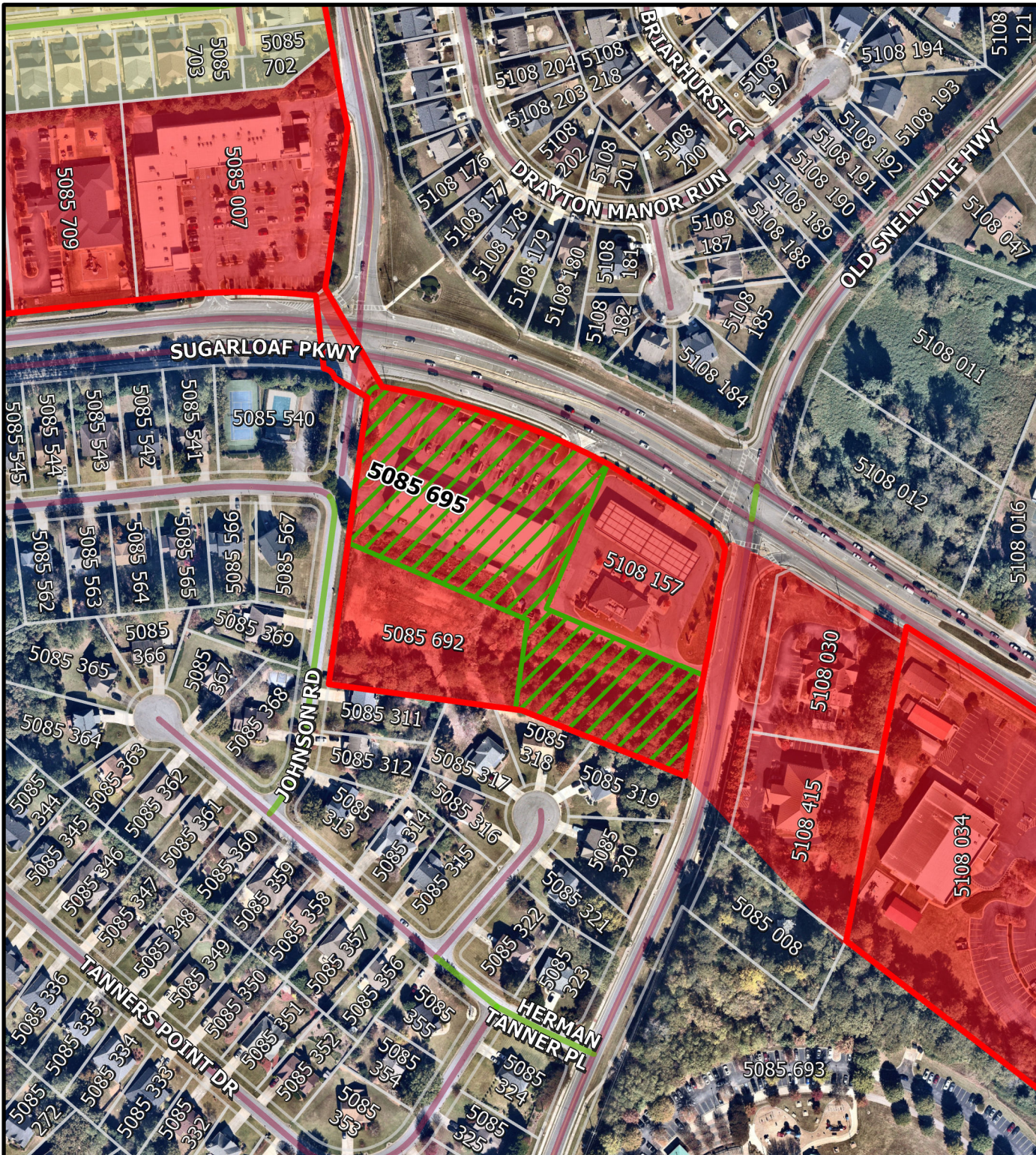
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # SUP2024-00086

Applicant: Juanita Wade

-  Lawrenceville City Limits
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-  Parcels
-  County Maintained Streets
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-  Traditional Residential
-  Commercial Corridor






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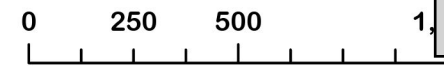
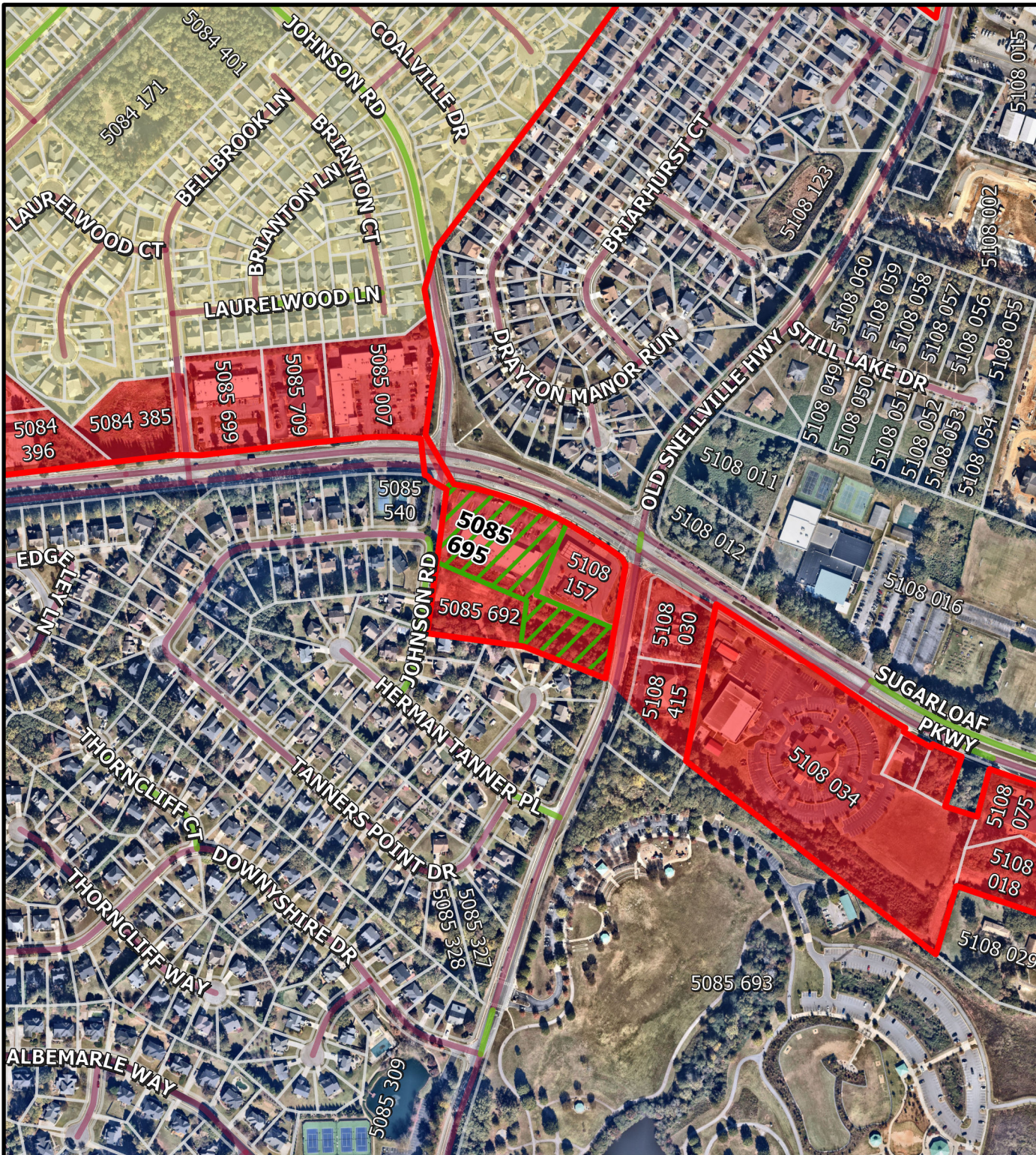
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # SUP2024-00086

Applicant: Juanita Wade

-  Lawrenceville City Limits
-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- 2045 Character Areas**
-  Traditional Residential
-  Commercial Corridor










LAWRENCEVILLE

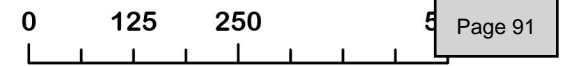
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # SUP2024-00086

Applicant: Juanita Wade

-  Lawrenceville City Limits
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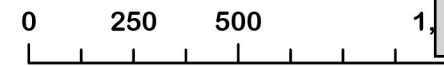
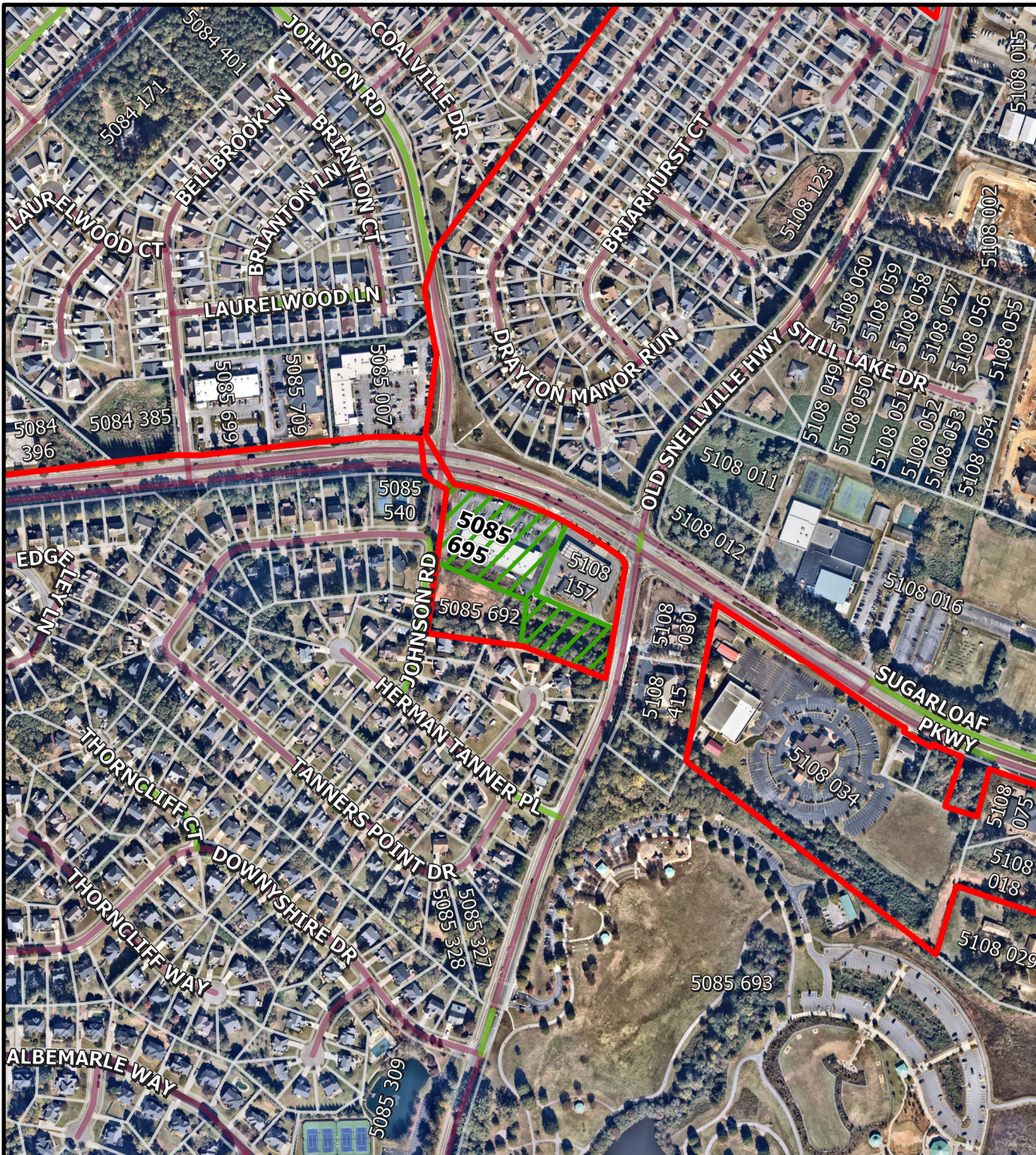
GEORGIA

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


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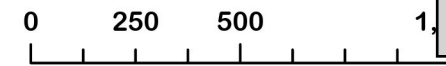
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # SUP2024-00086

Applicant: Juanita Wade

-  Lawrenceville City Limits
-  Subject Property
-  Parcels
-  County Maintained Streets
-  City Maintained Streets
- Zoning Districts**
-  BN Neighborhood Business
-  BG General Business
-  HSB Highway Service Business
-  OI Office/Institutional
-  RS-60 Single-Family Residential
-  RS-150 Single-Family Residential





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 26, 2024

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item: SUP2024-00089; W. Charles Ross Esq.; 381 Industrial Park Drive

Department: Planning and Development

Date of Meeting: Wednesday, June 26, 2024

Applicant Request: Special Use Permit for Outdoor Storage and Outdoor Display of Trailers

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Withdrawn without Prejudice**

Summary: The applicant requests a Special Use Permit for 381 Industrial Park Drive to allow for Outdoor Display and Outdoor Storage for trailers at the subject property. The subject property is an approximately 2.22-acre parcel zoned LM (Light Manufacturing District), located on the northwestern right-of-way of Industrial Park Drive west of its intersection with Hosea Road.

Attachments/Exhibits:

- SUP2024-00089_Report
- SUP2024-00089_P&D Recommended Conditions
- SUP2024-00089_PC Recommended Conditions
- SUP2024-00089_Application
- SUP2024-00089_Letter of Intent
- SUP2024-00089_Legal Description
- SUP2024-00089_Topographical and As-Built Survey
- SUP2024-00089_Aerial Map – Zoomed In (1:2,750)

- SUP2024-00089_ Aerial Map – Zoomed Out (1:5,500)
- SUP2024-00089_ Zoning Map – Zoomed In (1:2,750)
- SUP2024-00089_ Zoning Map – Zoomed Out (1:5,500)
- SUP2024-00089_ Character Areas Map – Zoomed In (1:2,750)
- SUP2024-00089_ Character Areas Map – Zoomed Out (1:5,500)



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Planning & Development

SPECIAL USE PERMIT

CASE NUMBER: SUP2024-00089

APPLICANT: INTERSTATE GROUP, LLC,
C/O W. CHARLES ROSS, ESQ.

OWNER: WHITLEY'S LLC

CONTACT: W. CHARLES ROSS, ESQ.

LOCATION(S): 381 INDUSTRIAL PARK DRIVE

PARCEL IDENTIFICATION NUMBER(s): 5177 027F

APPROXIMATE ACREAGE: 2.22 ACRES

CURRENT ZONING: LM (LIGHT MANUFACTURING DISTRICT)

ZONING PROPOSAL: TO ALLOW TRAILER STORAGE &
DISPLAY AS A SPECIAL USE

PROPOSED DEVELOPMENT: TRAILER OUTDOOR DISPLAY/STORAGE

DEPARTMENT RECOMMENDATION: **APPROVAL W/ CONDITIONS**

VICINTY MAP





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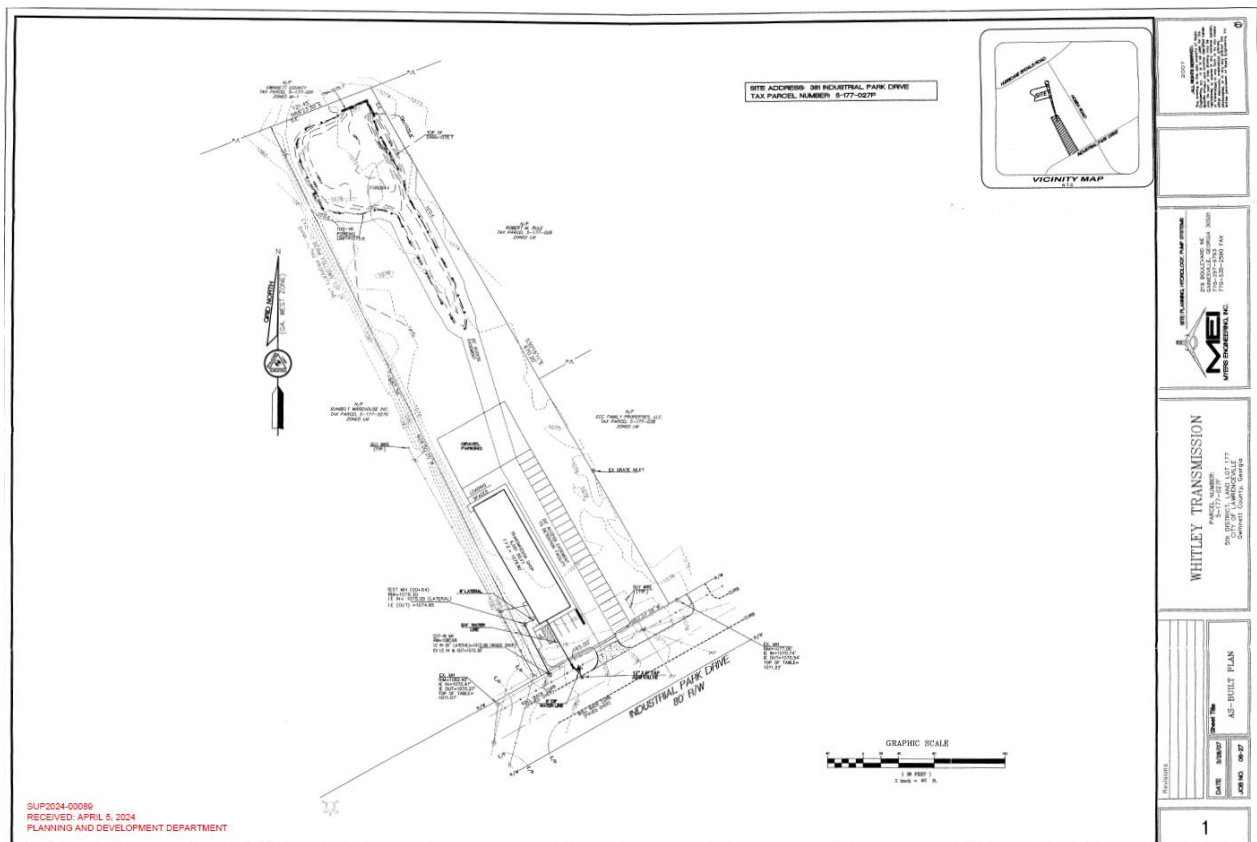
ZONING HISTORY

The subject property has been zoned LM (Light Manufacturing District) since 1972, the earliest zoning record on file for the parcel.

PROJECT SUMMARY

The applicant requests a Special Use Permit for 381 Industrial Park Drive to allow for Outdoor Display and Outdoor Storage for trailers at the subject property. The subject property is an approximately 2.22-acre parcel zoned LM (Light Manufacturing District), located on the northwestern right-of-way of Industrial Park Drive west of its intersection with Hosea Road.

LAND SURVEY





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ZONING AND DEVELOPMENT STANDARDS

The existing industrial structure was built in 2007, consisting of a mix of automotive and retail uses. The landscaping is existing nonconforming and should therefore be brought into compliance with the 2020 Zoning Ordinance. The property’s thirty-one (31) existing parking spaces satisfies the minimum parking and loading requirements of Article 5 – Parking, which requires twenty-nine (29) parking spaces, or one (1) parking space per 300 SF of retail sales and service space and one (1) space per 500 SF of automotive service area and two (2) spaces per service bay, of which there are eight (8).

According to the submitted letter of intent, the applicant intends to store a wide variety of trailers ranging from small open utility trailers to full covered trailers at the property. All inventory for sale will be displayed within the area already secured by a perimeter fence; nothing will be stored outside which is not inventory for sale.

As a condition for approval, the Planning & Development department recommends that the existing fenced area be covered with opaque screening material to reduce visual disturbance from the right-of-way (Industrial Park Drive).

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





LAWRENCEVILLE

Planning & Development

SURROUNDING ZONING AND USE

The immediate surrounding area consists almost entirely of light industrial uses and zoning. Other than some residential parcels zoned RS-150 (Single-Family Residential District) some 850 feet to the west of the property along Harris Drive and Hood Street, all surrounding properties are zoned LM (Light Manufacturing District). This includes an unincorporated parcel to the north of the subject property used for the Gwinnett County Fire Marshall’s offices, which is zoned M1 – Gwinnett County’s LM equivalent zone. Furthermore, there exist some heavier industrial uses to the south of the subject property and the airport zoned HM (Heavy Manufacturing District). Overall, the zoning request is compatible with the existing industrial uses and zoning of the surrounding area.

2045 COMPREHENSIVE PLAN

The 2045 Comprehensive Plan and Future Development Map indicate the property lies within the Industrial character area. The industrial character area leverages both its location along SR 316 and the growing distribution and technology industries. This area supports a variety of job/work types with a focus on skilled jobs and attracting high-tech businesses in Class A office space and modern light industrial facilities. The requested zoning change is compatible with the goals of the 2045 Comprehensive Plan for the Downtown character area.

LAWRENCEVILLE 2045 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP





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STAFF RECOMMENDATION

As detailed in this report, the requested Special Use Permit is compatible with both the existing conditions as well as the future vision for the surrounding area. If sufficiently conditioned, any nuisances associated with the proposed activity will be managed and mitigated. As such, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the request.



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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



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

- 1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

The majority of nearby properties are of industrial character and are appropriately zoned as such. The proposed use is suitable in light of this.

- 2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

Adverse impacts on adjacent properties could be anticipated in the form of heavy traffic, noise/light intrusion, and a degraded visual appearance for the site.

- 3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;**

The property has reasonable economic use as currently zoned.

- 4. Whether the zoning proposal will result in a use that will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

Impacts on public facilities would be anticipated in the form of traffic, utility demand, and stormwater runoff. However, these impacts may be mitigated with appropriate conditions, site development requirements, and planning.

- 5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

Yes; the proposed use aligns with the long-term vision for the area as a part of the Industrial character area.

- 6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;**

N/A

PLANNING COMMISSION

P&D RECOMMENDED CONDITIONS

SUP2024-00089

Approval of a Special Use Permit for Outdoor Storage and Outdoor Display of Trailers, subject to the following enumerated conditions:

- 1. To restrict the use of the property as follows:**
 - A.** Outdoor Storage and Outdoor Display shall be prohibited within the designated Front Yard Area. All inventory for sale or displayed shall be within the area secured by a perimeter fence.
 - B.** No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
 - C.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
 - D.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

- 2. To satisfy the following site development considerations:**
 - A.** All fences shall be covered with an opaque material to screen all outdoor storage from the right-of-way.
 - B.** The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.
 - C.** Electrical, Mechanical, Plumbing or Structural modifications shall be subject to the rules and regulations of the International Building Code (IBC). Plans shall be subject to the review and approval of the Director of Planning and Development.
 - D.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. The

final design shall be subject to the review and approval of the Director of Planning and Development.

- E.** Provide a minimum of one (1) parking space per 300 square feet gross retail floor area and two (2) spaces per automotive service bay with an additional one (1) space per GSF of service area. All parking must be on an approved surface and striped.
- F.** Provide a ten (10) foot landscape strip adjacent to all public right-of-ways.
- G.** Provide a five (5) foot concrete sidewalk adjacent to all public right-of-ways.
- H.** Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or rights-of-way.
- I.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

PLANNING COMMISSION RECOMMENDED CONDITIONS

SUP2024-00089_ WITHDRAWAL WITHOUT PREJUDICE

~~Approval of a Special Use Permit for Outdoor Storage and Outdoor Display of Trailers, subject to the following enumerated conditions:~~

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

- ~~A. Outdoor Storage and Outdoor Display shall be prohibited within the designated Front Yard Area. All inventory for sale or displayed shall be within the area secured by a perimeter fence.~~
- ~~B. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign twirlers, or sign walkers shall be prohibited.~~
- ~~C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.~~
- ~~D. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.~~

~~2. To satisfy the following site development considerations:~~

- ~~A. All fences shall be covered with an opaque material to screen all outdoor storage from the right of way.~~
- ~~B. The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. The final design shall be subject to the review and approval of the Director of Planning and Development.~~
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~~H. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or rights-of way.~~

~~I.A. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.~~



LAWRENCEVILLE

GEORGIA

SPECIAL USE APPLICATION

The application and all required documents must be complete and fees must be paid or the application will not be accepted.

Documents, exhibits and fees required at the time of application submittal:

1. Application Form (signed and notarized)
2. Disclosure of Campaign Contributions Form
3. Letter of Intent describing the proposed zoning change and development
4. Typed, metes and bounds Legal Description
5. Boundary survey (sealed by a Registered Land Surveyor)
6. Site Plan/Rezoning Exhibit: Provide one 11"x 17" copy and six full size copies:
 - a. Prepared by a Registered Land Surveyor, Professional Engineer or Landscape Architect
 - b. Drawn to scale of 1"= 50' or greater
 - c. Show property line data (metes and bounds) as well as existing infrastructure and existing site conditions, including:
 - i. Existing structures
 - ii. Full width of existing streets and intersecting streets
 - iii. Streams, stream buffers and impervious setbacks
 - iv. Flood hazard zones (reference source of data)
 - v. A vicinity map
 - d. Show proposed improvements, including:
 - i. Proposed buildings, setbacks, buffers and required screening
 - ii. Proposed streets, ingress/egress, driveways, sidewalks and parking
7. Application Fee
 - a. Payment may be made in cash, check or credit card (Visa, MasterCard). Please make checks payable to the City of Lawrenceville. One check is preferred.

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

SUP2024-00089
RECEIVED: APRIL 5, 2024
PLANNING AND DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Interstate Group, LLC, C/O W. Charles Ross, ESQ</u>	NAME: <u>Whitleys, LLC</u>
ADDRESS: <u>PO Box 1390</u>	ADDRESS: <u>381 Industrial Park Drive</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>Georgia</u> ZIP: <u>30046</u>	STATE: <u>Georgia</u> ZIP: <u>30046</u>
PHONE: <u>770-962-0100</u>	PHONE: <u>770-962-0913</u>
CONTACT PERSON: <u>W. Charles "Chuck" Ross, Esq.</u> PHONE: <u>770-962-0100</u>	
CONTACT'S E-MAIL: <u>cross@powelledwards.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>LM</u> ACREAGE: <u>2.22</u>	
PARCEL NUMBER(S): <u>R5-177-027F</u>	
ADDRESS OF PROPERTY: <u>381 Industrial Park Drive, Lawrenceville, Georgia 30046</u>	
PROPOSED SPECIAL USE: <u>Trailer sales to include outdoor sales and outdoor storage of inventory</u>	

[Signature] 4/3/24
 SIGNATURE OF APPLICANT DATE

 SIGNATURE OF OWNER DATE

Michael Snow
 TYPED OR PRINTED NAME

 TYPED OR PRINTED NAME

4/3/24
 DATE

 NOTARY PUBLIC DATE



 Notary Public
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STATE: <u>Georgia</u> ZIP: <u>30046</u>	STATE: <u>Georgia</u> ZIP: <u>30046</u>
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SIGNATURE OF APPLICANT DATE

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Anthony Whitley
Allen W. Whitley 4-3-24
SIGNATURE OF OWNER DATE

Anthony Whitley
Allen W. Whitley
TYPED OR PRINTED NAME

Stephanie Cuevas 4/3/2024
NOTARY PUBLIC DATE

Stephanie Cuevas
NOTARY PUBLIC

BARROW COUNTY, GEORGIA
My Commission Expires 04/17/2025

SUP2024-00089
RECEIVED: APRIL 5, 2024
PLANNING AND DEVELOPMENT DEPARTMENT



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

Have you, within the two years immediately preceding the filing of this application, made gifts having in the aggregate a value of \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? _____
Y/N

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

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

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

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SUP2024-00089
RECEIVED: APRIL 5, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

Tony Powell
Brian Edwards
Nathan Powell
W. Charles Ross



Jay Crowley
Mandy Williams
Laura Walsh
Laura Shoop

April 4, 2024

Todd Hargrave
Planning Director
City of Lawrenceville
70 South Clayton Street
Lawrenceville, Georgia 30046-2200

RE: APPLICATION FOR SPECIAL USE PERMITS FOR PROPERTY
LOCATED AT 381 INDUSTRIAL PARK DRIVE, LAWRENCEVILLE.

Dear Mr. Hargrave:

Powell & Edwards, P.C. submits this Application for Special Use Permits and Letter of Intent on behalf of Interstate Group, LLC (the "Applicant") to allow for the outdoor display and outdoor storage of trailers at their proposed TrailersPlus retail location at the above address. The property, which until recently housed a transmission repair business, is a 2.22-acre site, zoned LM, and has Gwinnett County Tax ID Number of R5177 027F.

Applicant is the parent company of TrailersPlus, the largest independent trailer dealership in the United States, operating over eighty-one locations in thirty-two states. They carry a wide variety of trailers ranging from small open utility trailers to full covered trailers. TrailersPlus has a twenty-five-year track record of being long-term and good neighbors to the communities they serve. The company is always looking for new and creative ways to be involved with their community.

Through this Letter of Intent, Applicant is requesting Special Use Permits to allow them to store and display their trailers outdoors. The property is already secured with a perimeter fence and Applicant intends to keep all inventory within the secured area. Further, Applicant will not be storing anything outside which is not inventory for sale. With as many locations as Applicant has, it can accurately anticipate its operational level. This location will only have two to three employees operating the location. Generally, there are no more than three or four customers at any given time. The business operates Tuesday through Saturday 9:30 AM to 5:30 PM.

A PROFESSIONAL CORPORATION

P.O. Box 1390 • Lawrenceville, Georgia 30046-1390 • powelledwards.com • 770.962.0100
Street Address For Direct Deliveries Only • 10 Lumpkin Street Lawrenceville, GA 30046

SUP2024-00089
RECEIVED: APRIL 5, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

April 4, 2024
Page 2

The proposed location is fully consistent with the Lawrenceville 2045 Comprehensive Plan which places the property in the Industrial Character Area. One of the key features of this character area is to support the efficient movement of goods and materials. Applicant's business literally provides the necessary products to facilitate that goal.

We appreciate the assistance and guidance that you and your department have provided during this process. The Applicant welcomes the opportunity to meet with you and your staff to answer any questions or to address any concerns relating to the matters set forth in this Letter of Intent or in the Application for Special Use Permits filed herewith. The Applicant respectfully requests your approval of this Application.

Respectfully submitted,

POWELL & EDWARDS, P.C.



W. Charles "Chuck" Ross
Attorney for Applicant

SUP2024-00089
RECEIVED: APRIL 5, 2024
PLANNING AND DEVELOPMENT DEPARTMENT

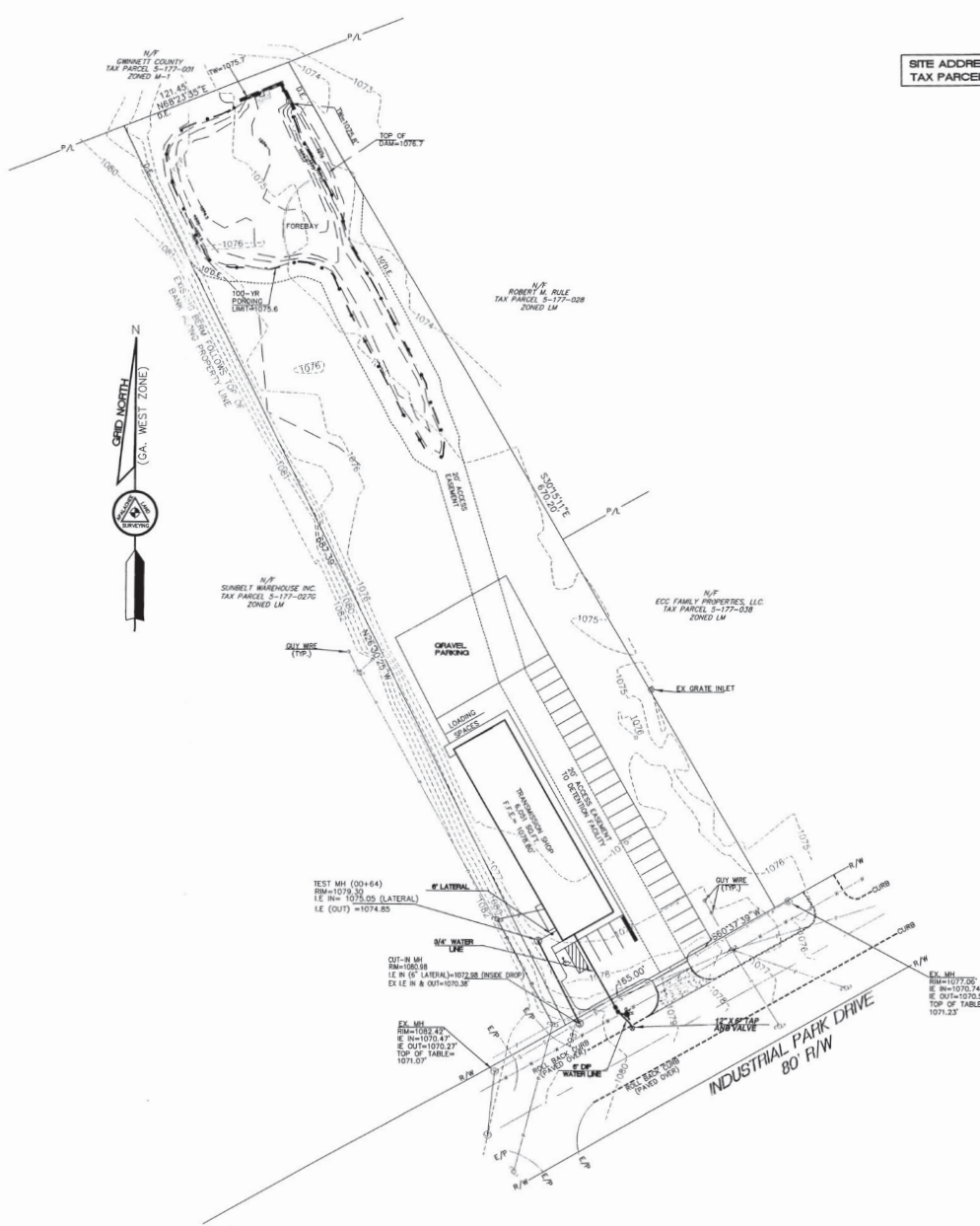
8K 4 7 7 2 6 PG 0 4 5 9

EXHIBIT "A"

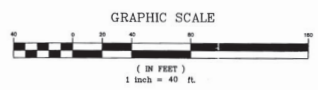
All that tract or parcel of land lying and being in Land Lot 177, 5th District, Gwinnett County, Georgia, being more particularly shown on that survey for Pure Fun Properties, LLC, Flag Bank, Kitchens, Kelley, Gaynes and Chicago Title Insurance Company, prepared Griffin Land Surveying, Inc., Jeff H. Griffin, R.L. S. No. 2503, dated March 9, 2006, last revised April 25, 2006, and being more particularly described as follows:

Beginning at a point on the northwesterly right of way line of Industrial Drive, located 299.92 feet south 65° 28' 41" west from the point marked by an "X" on the curb located at the intersection of the southwesterly right-of-way line of Hosea Road (right-of-way varies) and the northwesterly right-of-way line of Industrial Park Drive (having an 80 foot right-of-way); thence running south 65° 28' 41" west along the northwesterly right-of-way line of Industrial Park Drive, 165 feet to a point; thence leaving said right-of-way line and running north 21° 39' 23" west 687.39 feet to an iron pin set; thence running north 73° 14' 37" east 121.45 feet to a one inch open top pipe; thence running south 25° 24' 09" east 670.20 feet to a point located on the northwesterly right-of-way line of Industrial Park Drive and the POINT OF BEGINNING; containing 2.224 acres as shown on the survey referenced above.

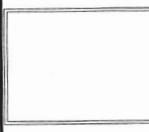
SUP2024-00089
RECEIVED: APRIL 5, 2024
PLANNING AND DEVELOPMENT DEPARTMENT



SITE ADDRESS: 381 INDUSTRIAL PARK DRIVE
 TAX PARCEL NUMBER: 5-177-027F



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 MERS ENGINEERING, INC.
 219 BOULEVARD NE
 GAINESVILLE, GA 30601
 PHONE: 770-535-2535
 FAX: 770-535-2590



SITE PLANNING, HYDROLOGY, P&IP SYSTEMS
 219 BOULEVARD NE
 GAINESVILLE, GEORGIA, 30601
 PHONE: 770-535-2535
 FAX: 770-535-2590
MERS ENGINEERING, INC.

WHITLEY TRANSMISSION
 PARCEL NUMBER:
 5-177-027F
 5th & 6th STS. OF LAWRENCEVILLE
 CITY OF LAWRENCEVILLE
 Gwinnett County, Georgia

Sheet Title
AS-BUILT PLAN

Revisions
 DATE 3/28/07
 JCB NO. 06-27

1







LAWRENCEVILLE

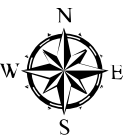
GEORGIA

The City of Lawrenceville
 Planning & Development
 Location Map & Surrounding Areas

File # SUP2024-00089

Applicant: Chuck Ross

-  Lawrenceville City Limits
-  Subject Property
-  Parcels
-  County Maintained Streets



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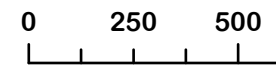
GEORGIA

The City of Lawrenceville
 Planning & Development
 Location Map & Surrounding Areas

File # SUP2024-00089

Applicant: Chuck Ross

- ▭ Lawrenceville City Limits
- ▨ Subject Property
- ▭ Parcels
- County Maintained Streets










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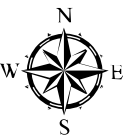
GEORGIA

The City of Lawrenceville
 Planning & Development
 Location Map & Surrounding Areas

File # SUP2024-00089

Applicant: Chuck Ross

-  Lawrenceville City Limits
-  Subject Property
-  Parcels
-  County Maintained Streets
- Zoning Districts**
-  LM Light Manufacturing
-  RS-150 Single-Family Residential



0 125 250





LAWRENCEVILLE

GEORGIA

The City of Lawrenceville
 Planning & Development
 Location Map & Surrounding Areas

File # SUP2024-00089

Applicant: Chuck Ross

-  Lawrenceville City Limits
 -  Subject Property
 -  Parcels
 -  County Maintained Streets
- Zoning Districts**
-  BG General Business
 -  LM Light Manufacturing
 -  HM Heavy Manufacturing
 -  RS-150 Single-Family Residential



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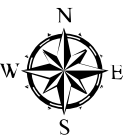
GEORGIA

The City of Lawrenceville
 Planning & Development
 Location Map & Surrounding Areas

File # SUP2024-00089

Applicant: Chuck Ross

-  Lawrenceville City Limits
-  Subject Property
-  Parcels
-  County Maintained Streets
- 2045 Character Areas**
-  Industrial
-  Airport



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
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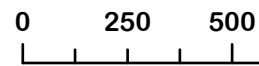
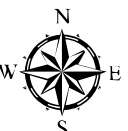
GEORGIA

The City of Lawrenceville
 Planning & Development
 Location Map & Surrounding Areas

File # SUP2024-00089

Applicant: Chuck Ross

-  Lawrenceville City Limits
-  Subject Property
-  Parcels
-  County Maintained Streets
- 2045 Character Areas**
-  Community Mixed Use
-  Commercial Corridor
-  Industrial
-  Airport
-  Parks





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 26, 2024

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

- Item:** An Ordinance to Amend the Zoning Ordinance, ARTICLE 1; Districts
- Department:** Planning and Development
- Date of Meeting:** Wednesday, June 26, 2024
- Applicant Request:** Approval of Amendment
- Presented By:** Todd Hargrave, Director of Planning and Development
- Department Recommendation:** **Approval**
- Planning Commission Recommendation:** **Tabled to July 10, 2024**

Summary: Request to table the decision to the Amendment to ARTICLE 1 Districts, to include two new zoning districts to address infill development.

Attachments/Exhibits:

No attachment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

- Item:** An Ordinance to Amend the Zoning Ordinance, ARTICLE 6; Architectural and Design Standards
- Department:** Planning and Development
- Date of Meeting:** Wednesday, June 26, 2024
- Applicant Request:** Approval of Amendment
- Presented By:** Todd Hargrave, Director of Planning and Development
- Department Recommendation:** **Approval**
- Planning Commission Recommendation:** **Tabled to July 10, 2024**

Summary: ARTICLE 6 needs to be updated to be consistent with the vision from the 2040 Comprehensive Plan and the 2021 LCI for City of Lawrenceville.

Attachments/Exhibits:

No attachments



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

Item: An Ordinance to Amend the Zoning Ordinance, ARTICLE 10; Definitions

Department: Planning and Development

Date of Meeting: Wednesday, June 26, 2024

Applicant Request: Approval of Amendment

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Table to June 2024**

Planning Commission Recommendation: **Tabled to July 1, 2024**

Summary: Amendment to ARTICLE 10 Definitions is necessary to clarify language that is consistent with Georgia State Law.

Attachments/Exhibits:

No attachments



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 26, 2024

AGENDA CATEGORY: PUBLIC HEARING NEW BUSINESS

- Item:** An Ordinance to Amend Article 11, Inactive Zoning Districts, of the Zoning Ordinance
- Department:** Planning and Development
- Date of Meeting:** Wednesday, June 26, 2024
- Presented By:** Todd Hargrave, Planning and Development Director
- Action Requested:** Adoption of Amendment
- Planning Department Recommendation:** **Approval**
- Planning Commission Recommendation:** **Tabled to July 1, 2024**

Summary: Adding the 2005 Zoning Ordinance as reference, as retired as of May 20, 2020. Retiring Zoning Districts RS-180 (Single-Family Residential District) and RS-150 (Single-Family Residential District).

Attachments/Exhibits:

Proposed Amendment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item: APPL2023-00008; United Rentals c/o Ben Baker; 255 Equipment Court
Department: Planning and Development
Date of Meeting: Wednesday, June 26, 2024
Applicant Request: Appealing the March 18, 2024, Board of Appeals Decision
Presented By: Todd Hargrave, Director of Planning and Development

Summary: The property owner wants to appeal the March 18, 2024, Board of Appeals Decision to include a request for an exception of the height requirement that equipment must not be higher than six (6) feet and to remove the requirement for understory trees.

Board of Appeals Decision. All Board of Appeals decisions shall be in writing and shall contain findings and facts and conclusions of law. Decisions shall be mailed to the applicant and any interested parties who make a written request for a copy of the written decision without unreasonable delay after the close of the hearing. Where an application has been denied, no new application on substantially the same facts shall be filed within six months of the date the previous denial, unless the Board of Appeals, for good cause shown by the applicant, grants permission to do so.

Attachments/Exhibits:
Evidence to be presented at meeting.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

- Item:** Amend Chapter 12 of the Code of Lawrenceville to update provisions related to Massage Therapy Regulatory Fee
- Department:** Finance
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** N/A
- Presented By:** Michael Fischer, Assistant City Manager
- Action Requested:** Ordinance to Amend Chapter 12 of the Code of Lawrenceville to update the annual regulatory fee for a massage therapy business to \$300.00

Summary: The City of Lawrenceville Code Section 12-319(a)(8) sets a regulatory fee of \$2,000 for Massage Therapy Businesses. Regulatory fees should closely approximate the cost of regulating a specific business. Based on the requirements of the Massage Therapy Businesses code section requirements City Staff has reviewed the time necessary to conduct the appropriate background checks, business location requirements, and reviewing of business records is \$300. As a result of this analysis, staff is recommending changing the Regulatory Fee to \$300.

Fiscal Impact: N/A

Attachments/Exhibits:
Chapter 12 Business Massage Therapy final

ORDINANCE _____

ORDINANCE TO AMEND CHAPTER 12 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA REGARDING BUSINESSES AND BUSINESS REGULATIONS TO UPDATE THE ANNUAL REGULATORY LICENSE FEE FOR A MASSAGE THERAPY BUSINESS AND FOR OTHER PURPOSES

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

Section 1:

That subsection (a)(8) related to annual regulatory license fee and occupational tax certificate required of Sec. 12-319 regarding requirements and application, is hereby amended by deleting subsection (a)(8) in its entirety and replacing the language to read as follows:

Sec. 12-319. Requirements and application.

(a) Requirements.

- (8) *Annual regulatory license fee and occupational tax certificate required.* An annual regulatory license fee and payment of the applicable annual occupational tax shall be required for each person, firm, corporation, or other entity operating a massage therapy business. The annual regulatory license fee shall be \$300.00 per massage therapy business and shall be in addition to occupation taxes.

Section 2:

Except as specifically amended as set forth above, all other provisions and subsections of Section 12-319 shall remain in full force and affect. Further, all other provisions and sections of Chapter 12 shall remain materially unchanged and in full force and affect.

Section 3:

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

Section 4:

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

Section 5:

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

IT IS SO ORDAINED this 26th day of June, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

- Item:** Amendment to Chapter 20 of the Code of Ordinances
- Department:** City Manager
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** N/A
- Presented By:** Barry Mock, Assistant City Manager, Community Development
- Action Requested:** Discuss Ordinance to Amend Chapter 20 of the Code of Ordinances of the City of Lawrenceville, Georgia

Summary: The purpose of this amendment is to update Chapter 20 of the Code of Ordinances to increase efficiency and align current City operations.

Background: Chapter 20 of the Code of Ordinances is titled “Environment”. It focuses on air quality and noise control within the community.

Fiscal Impact: N/A

Concurrences: City Manager, City Clerk, City Attorney

Attachments/Exhibits: Chapter 20 redlined draft amended code
Chapter 20 clean draft amended code
Chapter 20 Amendment

ORDINANCE _____

ORDINANCE TO AMEND CHAPTER 20 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA RELATED TO ENVIRONMENT TO UPDATE VARIOUS PROVISIONS RELATED TO AIR QUALITY CONTROL, NOISE CONTROL, AND FOR OTHER PURPOSES

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

Section 1:

That Article II., Air Quality Control, of Chapter 20, Environment, is hereby amended by deleting Article II. in its entirety and replacing the language to read as follows:

ARTICLE II. AIR QUALITY CONTROL

Sec. 20-19. Outdoor and open burning.

- (a) Permits and fees.
 - (1) Permits for open burning at or on development sites for the purpose of clearing land for new construction shall be obtained from Gwinnett County fire plan review. Permits shall be registered with the Gwinnett County Fire Services Communications Center by the Gwinnett County fire marshal's office.
 - (2) The applicant shall complete an application for an open burning permit issued by county fire plan review. The applicant shall submit a plat or site plan showing the proposed location of the burn pit and information relating to the proximity of any occupied or unoccupied structure.
 - (3) The application, if approved, shall be accompanied by fees as established in the "Gwinnett County Land Development and Other Services Fee Schedule," as may be amended. Fees shall be retained by Gwinnett County/Gwinnett County Department of Fire and Emergency Services.
 - (4) No burning shall commence prior to an inspection of the site and the burn pit by a representative of the county fire marshal's office. Upon approval of the burn pit, the permit shall be valid for a period of 30 days. Permits may be extended for increments of 15-day periods without additional fees, with a maximum of two extensions.

(b) Fires requiring written permits.

- (1) The only types of fires permitted for the purpose of land clearing are pit fires. Non-pit fires are not permitted for land clearing in the city or county. All pit fires shall be conducted in strict accordance with the "Air Curtain Destructor Operating Guide and Procedures" as published by the North Georgia Region of the environmental protection division.
- (2) Pit fires shall comply with the following stipulations:
 - a. The pit shall be at least 300 feet from any occupied or habitable structure. This distance may be required to be increased by the county fire marshal's office if needed.
 - b. Where a site cannot be excavated to the recommended depth(s) due to high water table and/or subsurface rock, the pit may be constructed above ground level, subject to the same state standards and procedures for a pit below ground level.
 - c. Only wood wastes consisting of trees, logs, large brush, stumps, leaves, and untreated lumber may be burned in the pit.
 - d. Leaves, sawdust or other densely packed wood wastes, paper (any type); chemically treated, coated or impregnated wood; or non-wood construction materials shall not be burned. The amount of dirt/soil mixture shall be kept to a minimum.
 - e. No more than one air curtain destructor is allowed to be operated within a ten-acre permitted site at one time. The air curtain destructor must be under the supervision of a trained operator at all times during operation. In the event there is a need for multiple burning pits there shall be a minimum of 1,000 feet between each burning pit.
 - f. Air curtain destructors shall pass an even, non-turbulent flow of air across the top of the pit. Air curtain destructors with an air duct or manifold that has been altered by bends, dents, holes, etc., and are incapable of providing an even and non-turbulent flow of air across the top of the pit shall not be approved for use.
 - g. The air curtain destructor shall be operated in a manner to prevent air, land or water pollution, safety/health hazards, or nuisances.

- h. Tires or other rubber products, plastics, heavy oils or asphaltic base or impregnated materials, shall not be used to start or maintain air curtain destructor operations.
- i. No smoke emissions exceeding 40 percent opacity may be produced during operation except for a reasonable period during ignition and charging of the pit.
- j. When the pit is cleared of ash, airborne particulate is to be minimized by wetting or mixing the ashes with dirt.
- k. Diesel fuel or kerosene may be used to start pit fires.

(c) Types of burning allowed without a written permit.

(1) Burning of leaves, limbs, and natural vegetation that may fall on one's property.

- a. The location for open burning of natural vegetation shall not be less than 50 feet from any structure, and not less than 25 feet from a property line. Provisions shall be made to prevent the fire from spreading to within 50 feet of any structure and 25 feet from a property line.

Exception: The minimum required distance from a structure shall be 25 feet when the pile size is less than three feet in diameter and less than two feet high.

- b. Fires shall be limited to a size that can be easily controlled under the conditions and with the resources available on the property.

(2) Fires for the purpose of keeping warm.

- a. Warming fires shall be contained within a metal barrel of 55 gallon capacity or less.
- b. Untreated wood or lumber shall be the only material or substance permitted to be burned.
- c. The container for the warming fire shall not be less than 50 feet from any structure.
- d. No on-ground warming fires shall be permitted.

- e. The outside temperature shall be 50 degrees Fahrenheit or less.
- (3) Fires for the purpose of cooking food for human consumption.
- a. Charcoal, wood, and gas grills and other open flame cooking devices shall not be operated on combustible balconies or within ten feet of combustible construction.

Exception: One- and two-family dwellings.
 - b. LP gas grills and burners having an LP gas container with a water capacity greater than 2.5 pounds (one pound LP gas capacity) shall not be located on combustible balconies or within ten feet of combustible construction.

Exception: One- and two-family dwellings.
 - c. Open fires used for cooking food for human consumption shall not be less than 50 feet from any structure and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.

Exception: The minimum required distance from a structure shall be 25 feet when the pile size is less than three feet in diameter and less than two feet high.
 - d. Fires shall be limited to a size that can be easily controlled under the conditions and with the resources available on the property.
- (4) Recreational fires in commercially available chimineas or outdoor fire places.
- a. Chimineas or outdoor fireplaces shall be used according to their intended use, the manufacturer's recommendations, and the rules set forth below:
 - i. Chimineas or outdoor fireplaces shall have a chimney, screen, or other approved method to arrest sparks.
 - ii. Chimineas or outdoor fireplaces shall not be operated inside structures, on combustible surfaces or balconies, or within 25 feet of combustible construction.

- iii. Chimineas or outdoor fireplaces shall have a noncombustible surface underneath to safely catch sparks or dropping coals and ashes.
 - iv. Untreated wood, lumber, manufactured fire logs, or charcoal shall be the only materials or substances permitted to be burned in chimineas or outdoor fireplaces.
- (5) Bonfires; permit required; no fee.
- a. No person shall kindle or maintain any bonfire or authorize any such fire to be kindled or maintained on any private or public land unless the location is no less than 50 feet from a structure with a size not to exceed four cubic feet of combustible materials and 100 feet from a structure with a size not to exceed five cubic feet of combustible materials.
 - b. For purposes of clarification, bonfires shall be limited to activities sponsored by civic, educational, religious or other groups for purpose of celebration, etc. An example would be a high school pep rally.
 - c. Bonfires shall be constantly attended by a competent person until such fire is extinguished.
 - d. Such person shall have a garden hose connected to a water supply, or other fire extinguishing equipment, capable of extinguishing the fire, readily available for use.
 - e. Access to communications to the fire department shall be maintained within 500 feet of the bonfire.
- (d) Burning restrictions. The following rules govern all burning in the city, whether or not a written permit is required:
- (1) The county fire marshal's office may temporarily prohibit any and/or all outdoor fires when atmospheric conditions or local circumstances make such fire hazardous.
 - (2) No burning is permitted on Sundays or nights. Burning at construction sites for the clearing of land for new development shall not be conducted before or after daylight hours.

Exception: Compliant bonfires, cooking fires, and recreational fires in chimineas and outdoor fireplaces may be burned on Sunday and at night provided all other criteria and restrictions are applied.

- (3) No burning is permitted when prevailing winds are predicted to be or are in excess of 15 miles per hour.
- (4) No burning is permitted when the National Weather Service has issued a "Red Flag Warning." Burning shall be limited or prohibited as conditions warrant, when the National Weather Service has issued a "Fire Weather Watch."
- (5) No burning is permitted during an air pollution episode, such as an air pollution alert/warning/emergency declared by proper authorities.
- (6) No burning is permitted when there is fog, rain, or a cloud base that is diffused, or ill defined, or for at least one day following the passage of a cold front.
- (7) No burning of solid waste or household garbage is allowed.
- (8) No burning of any materials that emit a heavy, dark smoke, such as rubber products, oils, roofing material, petroleum-based products, etc.
- (9) No burning when smoke presents a health hazard to persons in the vicinity of the fire. The county fire marshal's office shall be authorized to ban outdoor burning in a limited geographical area upon receipt of medical certification from a resident that the resident has a medical condition(s) adversely affected by smoke.
- (10) No burning shall be conducted within 20 feet of flammable, combustible or explosive materials unless otherwise specified by the fire code.
- (11) Burning of leaves, limbs, etc., that fall on a person's own property may only be conducted during daylight hours.
- (12) Prior notification shall be given to the state forestry commission before any agricultural burning is conducted. The term "agricultural" refers to land zoned RA-200 as defined by the Gwinnett County Zoning Ordinance or land zoned AR as defined by the Zoning Ordinance for the City of Lawrenceville, Georgia.
- (13) All fires shall be constantly attended by a competent person until extinguished.

- (14) There shall be a garden hose connected to a water supply or other fire extinguishing equipment capable of extinguishing the fire readily available for use.
- (e) Summary abatement. The staff of the county fire marshal's office and personnel of the county department of fire and emergency services shall have the authority to summarily abate any condition(s) which are in violation of any of the provisions of this section, and which may constitute an immediate threat to life and property. In no event shall a pit fire or other open burning continue after the county fire marshal's office has revoked the permit.
- (f) Enforcement. The provisions of this section shall be enforced by any designated representative of the county department of fire and emergency services and the Police Chief and such subordinate officers of the police department as are necessary to effectuate the requirements set forth herein.

Secs. 20-20—20-47. Reserved.

Section 2:

That paragraph (c)(5)a. of Sec. 20-48 is hereby amended by deleting paragraph (c)(5)a. in its entirety and replacing the language to read as follows:

ARTICLE III. NOISE CONTROL

Sec. 20-48 Generally.

- (c) *Prohibited conduct.*
 - (5) *Exclusions.* The prohibitions of this section shall not apply to the following:
 - a. Noises and/or sounds made by governmental entities in the normal course of their business;

Section 3:

That paragraph (c)(5)e. of Sec. 20-48 is hereby amended by deleting paragraph (c)(5)e. in its entirety and replacing the language to read as follows:

ARTICLE III. NOISE CONTROL

Sec. 20-48 Generally.

(c) *Prohibited conduct.*

(5) *Exclusions.* The prohibitions of this section shall not apply to the following:

e. Live music emanating from a governmental or commercial facility located within the Entertainment District, as shown on a map maintained in the office of the City Clerk, heard at a distance less than 1,250 feet from the governmental or commercial facility during the following times: Monday—Thursday from 4 p.m. to 9 p.m. and Friday—Saturday from Noon to 11 p.m.

Section 4:

That paragraph (c)(5)g. of Sec. 20-48 is hereby amended by deleting paragraph (c)(5)g. in its entirety and replacing the language to read as follows:

ARTICLE III. NOISE CONTROL

Sec. 20-48 Generally.

(c) *Prohibited conduct.*

(5) *Exclusions.* The prohibitions of this section shall not apply to the following:

g. Noises and/or sounds that are permitted by an event/film permit issued by the Police Department and/or Community & Economic Development Department; provided, however, that the producer or coordinator of the event/film must comply with the terms, restrictions and conditions of the permit issued by the city;

Section 5:

Except as specifically amended as set forth above, all other sections, subsections, sub-subsections, paragraphs, etc. of Chapter 20 shall remain in full force and affect.

Section 6:

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

Section 7:

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

Section 8:

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

IT IS SO ORDAINED this _____ day of June, 2024.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

PART II - CODE
Chapter 20 ENVIRONMENT

Chapter 20 ENVIRONMENT

ARTICLE I. IN GENERAL

Secs. 20-1—20-18. Reserved.

ARTICLE II. AIR QUALITY CONTROL

~~Sec. 20-19. Emissions of gases, vapors and odors.~~

- ~~(a) No person shall cause, suffer or allow any emission of gases, vapors or odors beyond the property line from which such emissions occur to be in sufficient quantities and of such characteristics and duration as is or is likely to be injurious to the public welfare, to the health of human, plant or animal life, or to property, or which interferes with the enjoyment of life and property.~~
- ~~(b) Detectable odors emitted from the following sources of emission are hereby declared to be objectionable per se:

 - ~~(1) Ammonia, bleaching powder or chlorine manufacture;~~
 - ~~(2) Asphalt manufacture or refining;~~
 - ~~(3) Blood processing;~~
 - ~~(4) Bag cleaning;~~
 - ~~(5) Celluloid manufacture;~~
 - ~~(6) Coal tar products manufacture;~~
 - ~~(7) Compost heaps;~~
 - ~~(8) Crematory;~~
 - ~~(9) Creosote treatment or manufacture;~~
 - ~~(10) Disinfectants manufacture;~~
 - ~~(11) Distillation of bones, coal or wood;~~
 - ~~(12) Dyestuff manufacture;~~
 - ~~(13) Fat rendering;~~
 - ~~(14) Fertilizer manufacture and bone grinding;~~
 - ~~(15) Glue or gelatine manufacture;~~
 - ~~(16) Incinerator or reduction of garbage, dead animals, offal or refuse;~~
 - ~~(17) Oiled rubber or leather goods manufacture;~~
 - ~~(18) Paint, oil, shellac, turpentine or varnish manufacture;~~~~

Commented [FH1]: Air Quality statutes are found in Chapter 9 of Title 12 of the Official Code of Georgia Annotated along with Regulations of the Dept of Natural Resources in Chapter 391-3-1. Will attached copy to email.

- (19) ~~Paper and pulp manufacture;~~
- (20) ~~Rubber or gutta percha manufacture;~~
- (21) ~~Sauerkraut manufacture;~~
- (22) ~~Shoe blackening manufacture;~~
- (23) ~~Soap manufacture;~~
- (24) ~~Stockyards;~~
- (25) ~~Sulfuric, nitric, or hydrochloric acid manufacture;~~
- (26) ~~Tar distillation or manufacture;~~
- (27) ~~Tar roofing or waterproofing manufacture;~~
- (28) ~~Any other air contaminant discharged into the open air of a character and in a quantity which is detrimental to or endangers the public health.~~

(Code 2005, § 13-101)

Sec. 20-~~2019~~. Outdoor and ~~O~~pen burning.

- (a) ~~In general. Except as provided in subsection (b) of this section, no person shall kindle an open fire in any public or private place outside any building. Fires started in violation of this section shall be promptly extinguished by the person responsible for same upon notice by the Gwinnett County Fire Department or the City of Lawrenceville Police Department. During the existence of an air pollution alert, as may be declared by the City Manager, all exceptions are void and no open fires shall be kindled.~~
- (b) ~~Exceptions. Open burning may be done under permit as follows: Under a duly granted permit after application for such a permit on forms provided by the Gwinnett County Fire Department. The permit shall be issued by the Gwinnett County Fire Department only.~~

(Code 2005, § 13-102)

(a) Permits and fees.

- (1) Permits for open burning at or on development sites for the purpose of clearing land for new construction shall be obtained from county fire plan review. Permits shall be registered with the county Fire Services Communications Center by the county fire marshal's office.
- (2) The applicant shall complete an application for an open burning permit issued by county fire plan review. The applicant shall submit a plat or site plan showing the proposed location of the burn pit and information relating to the proximity of any occupied or unoccupied structure.
- (3) The application, if approved, shall be accompanied by fees as established in the "Gwinnett County Land Development and Other Services Fee Schedule," as may be amended. Fees shall be retained by Gwinnett County/Gwinnett County Department of Fire and Emergency Services.
- (4) No burning shall commence prior to an inspection of the site and the burn pit by a representative of the county fire marshal's office. Upon approval of the burn pit, the permit shall be valid for a period of 30 days. Permits may be extended for increments of 15 day periods without additional fees, with a maximum of two extensions.

(b) Fires requiring written permits.

- (1) The only types of fires permitted for the purpose of land clearing are pit fires. Non-pit fires are not permitted for land clearing in the city or county. All pit fires shall be conducted in strict accordance

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with the "Air Curtain Destructor Operating Guide and Procedures" as published by the North Georgia Region of the environmental protection division.

(2) Pit fires shall comply with the following stipulations:

- a. The pit shall be at least 300 feet from any occupied or habitable structure. This distance may be required to be increased by the county fire marshal's office if needed.
- b. Where a site cannot be excavated to the recommended depth(s) due to high water table and/or subsurface rock, the pit may be constructed above ground level, subject to the same state standards and procedures for a pit below ground level.
- c. Only wood wastes consisting of trees, logs, large brush, stumps, leaves, and untreated lumber may be burned in the pit.
- d. Leaves, sawdust or other densely packed wood wastes, paper (any type); chemically treated, coated or impregnated wood; or non-wood construction materials shall not be burned. The amount of dirt/soil mixture shall be kept to a minimum.
- e. No more than one air curtain destructor is allowed to be operated within a ten-acre permitted site at one time. The air curtain destructor must be under the supervision of a trained operator at all times during operation. In the event there is a need for multiple burning pits there shall be a minimum of 1,000 feet between each burning pit.
- f. Air curtain destructors shall pass an even, non-turbulent flow of air across the top of the pit. Air curtain destructors with an air duct or manifold that has been altered by bends, dents, holes, etc., and are incapable of providing an even and non-turbulent flow of air across the top of the pit shall not be approved for use.
- g. The air curtain destructor shall be operated in a manner to prevent air, land or water pollution, safety/health hazards, or nuisances.
- h. Tires or other rubber products, plastics, heavy oils or asphaltic base or impregnated materials, shall not be used to start or maintain air curtain destructor operations.
- i. No smoke emissions exceeding 40 percent opacity may be produced during operation except for a reasonable period during ignition and charging of the pit.
- j. When the pit is cleared of ash, airborne particulate is to be minimized by wetting or mixing the ashes with dirt.
- k. Diesel fuel or kerosene may be used to start pit fires.

(c) Types of burning allowed without a written permit.

(1) Burning of leaves, limbs, and natural vegetation that may fall on one's property.

- a. The location for open burning of natural vegetation shall not be less than 50 feet from any structure, and not less than 25 feet from a property line. Provisions shall be made to prevent the fire from spreading to within 50 feet of any structure and 25 feet from a property line.
Exception: The minimum required distance from a structure shall be 25 feet when the pile size is less than three feet in diameter and less than two feet high.
- b. Fires shall be limited to a size that can be easily controlled under the conditions and with the resources available on the property.

(2) Fires for the purpose of keeping warm.

- a. Warming fires shall be contained within a metal barrel of 55 gallon capacity or less.

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- b. Untreated wood or lumber shall be the only material or substance permitted to be burned.
 - c. The container for the warming fire shall not be less than 50 feet from any structure.
 - d. No on-ground warming fires shall be permitted.
 - e. The outside temperature shall be 50 degrees Fahrenheit or less.
- (3) Fires for the purpose of cooking food for human consumption.
- a. Charcoal, wood, and gas grills and other open flame cooking devices shall not be operated on combustible balconies or within ten feet of combustible construction.
Exception: One- and two-family dwellings.
 - b. LP gas grills and burners having an LP gas container with a water capacity greater than 2.5 pounds (one pound LP gas capacity) shall not be located on combustible balconies or within ten feet of combustible construction.
Exception: One- and two-family dwellings.
 - c. Open fires used for cooking food for human consumption shall not be less than 50 feet from any structure and provisions shall be made to prevent the fire from spreading to within 50 feet of any structure.
Exception: The minimum required distance from a structure shall be 25 feet when the pile size is less than three feet in diameter and less than two feet high.
 - d. Fires shall be limited to a size that can be easily controlled under the conditions and with the resources available on the property.
- (4) Recreational fires in commercially available chimineas or outdoor fire places.
- a. Chimineas or outdoor fireplaces shall be used according to their intended use, the manufacturer's recommendations, and the rules set forth below:
 - i. Chimineas or outdoor fireplaces shall have a chimney, screen, or other approved method to arrest sparks.
 - ii. Chimineas or outdoor fireplaces shall not be operated inside structures, on combustible surfaces or balconies, or within 25 feet of combustible construction.
 - iii. Chimineas or outdoor fireplaces shall have a noncombustible surface underneath to safely catch sparks or dropping coals and ashes.
 - iv. Untreated wood, lumber, manufactured fire logs, or charcoal shall be the only materials or substances permitted to be burned in chimineas or outdoor fireplaces.
- (5) Bonfires; permit required; no fee.
- a. No person shall kindle or maintain any bonfire or authorize any such fire to be kindled or maintained on any private or public land unless the location is no less than 50 feet from a structure with a size not to exceed four cubic feet of combustible materials and 100 feet from a structure with a size not to exceed five cubic feet of combustible materials.
 - b. For purposes of clarification, bonfires shall be limited to activities sponsored by civic, educational, religious or other groups for purpose of celebration, etc. An example would be a high school pep rally.
 - c. Bonfires shall be constantly attended by a competent person until such fire is extinguished.

d. Such person shall have a garden hose connected to a water supply, or other fire extinguishing equipment, capable of extinguishing the fire, readily available for use.

e. Access to communications to the fire department shall be maintained within 500 feet of the bonfire.

(d) *Burning restrictions.* The following rules govern all burning in the city, whether or not a written permit is required:

(1) The county fire marshal's office may temporarily prohibit any and/or all outdoor fires when atmospheric conditions or local circumstances make such fire hazardous.

(2) No burning is permitted on Sundays or nights. Burning at construction sites for the clearing of land for new development shall not be conducted before or after daylight hours.

Exception: Compliant bonfires, cooking fires, and recreational fires in chimineas and outdoor fireplaces may be burned on Sunday and at night provided all other criteria and restrictions are applied.

(3) No burning is permitted when prevailing winds are predicted to be or are in excess of 15 miles per hour.

(4) No burning is permitted when the National Weather Service has issued a "Red Flag Warning." Burning shall be limited or prohibited as conditions warrant, when the National Weather Service has issued a "Fire Weather Watch."

(5) No burning is permitted during an air pollution episode, such as an air pollution alert/warning/emergency declared by proper authorities.

(6) No burning is permitted when there is fog, rain, or a cloud base that is diffused, or ill defined, or for at least one day following the passage of a cold front.

(7) No burning of solid waste or household garbage is allowed.

(8) No burning of any materials that emit a heavy, dark smoke, such as rubber products, oils, roofing material, petroleum-based products, etc.

(9) No burning when smoke presents a health hazard to persons in the vicinity of the fire. The county fire marshal's office shall be authorized to ban outdoor burning in a limited geographical area upon receipt of medical certification from a resident that the resident has a medical condition(s) adversely affected by smoke.

(10) No burning shall be conducted within 20 feet of flammable, combustible or explosive materials unless otherwise specified by the fire code.

(11) Burning of leaves, limbs, etc., that fall on a person's own property may only be conducted during daylight hours.

(12) Prior notification shall be given to the state forestry commission before any agricultural burning is conducted. The term "agricultural" refers to land zoned RA-200 as defined by the county zoning ordinance.

(13) All fires shall be constantly attended by a competent person until extinguished.

(14) There shall be a garden hose connected to a water supply or other fire extinguishing equipment capable of extinguishing the fire readily available for use.

(e) *Summary abatement.* The staff of the county fire marshal's office and personnel of the county department of fire and emergency services shall have the authority to summarily abate any condition(s) which are in violation of any of the provisions of this section, and which may constitute an immediate threat to life and

property. In no event shall a pit fire or other open burning continue after the county fire marshal's office has revoked the permit.

(f) Enforcement. The provisions of this section shall be enforced by any designated representative of the Gwinnett County Department of Fire and Emergency Services and the Police Chief and such subordinate officers of the county department and the police department as are necessary to effectuate the requirements set forth herein.

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Sec. 20-21. Enforcement.

~~The provisions of this article shall be enforced by any designated representative of the Gwinnett County Fire Department and the Police Chief and such subordinate officers of the Gwinnett County Fire Department and the Police Department as are necessary to effectuate the requirements set forth in this article.~~

~~(Code 2005, § 13-103)~~

Sec. 20-22. Penalties.

~~(a) Any person who violates any provision of this article shall be subject to a fine not to exceed \$500.00, such fine to be imposed at the discretion of the Judge of the Municipal Court.~~

~~(b) Action pursuant to subsection (a) of this section shall not be a bar to enforcement of this article by injunction or other appropriate remedy, and the Police Chief shall have the power to institute and maintain in the name of the City any and all such enforcement proceedings.~~

~~(c) Nothing in this article shall be construed to abridge, limit or otherwise impair the right of any person to maintain any action or other appropriate proceeding for damages or other relief on account of injuries to persons or property.~~

~~(Code 2005, § 13-104)~~

Secs. 20-21~~30~~—20-47. Reserved.

ARTICLE III. NOISE CONTROL¹

Sec. 20-48. Generally.

(a) *Purpose.* This section is enacted as a general noise ordinance to protect, preserve, and promote the health, safety and welfare of the citizens of the City through the control of noise. It is the intent of this section to establish standards that will reduce excessive community noises, which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business.

¹Editor's note(s)—Ord. No. 2021-12 , § 2, adopted November 17, 2021, repealed art. III, §§ 20-48—20-51, and enacted a new art. III as set out herein and later amended. Former art. III pertained to noise regulation and derived from Ord. No. 2018-26 , adopted November 5, 2018.

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- (b) *Sound measurement standards.* For the purposes of this section 20-48, "plainly audible" shall mean any sound emanating from the specific sound-producing sources set forth below which can be heard from the distances set forth below, using the following sound measurement standards: measurement shall be by the auditory senses of a person standing at a distance no less than the required minimum distance from the source of the sound. For music and other noise, words and phrases need not be discernable. For music and other noise, bass reverberations are included.
- (c) *Prohibited conduct.*
- (1) Restrictions of 300 feet for 8:00 a.m. through 10:00 p.m. Sunday through Thursday and 8:00 a.m. through 11:00 p.m. on Friday and Saturday.
- a. *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the building, structure or vehicle, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
 - b. *Human-produced sounds.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the place, building, structure, or in the case of real property, beyond the property limits, in which the person is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
 - c. *Commercial advertising.* It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 300 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday.
 - d. *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or social event to produce noise in such a manner that such noise is plainly audible at a distance of 300 feet or more from the building or structure from which the noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday and between the hours of 8:00 a.m. and 11:00 p.m. on Friday and Saturday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who is the owner of; resides in or on; rents, leases, or otherwise has the right to occupy the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in paragraphs a. or b. above.

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- (2) Restrictions of 100 feet for 10:00 p.m. through 8:00 a.m. Sunday through Thursday and 11:00 p.m. through 8:00 a.m. on Saturday and Sunday.
 - a. *Mechanical sound-making devices.* It is unlawful for any person or persons to play, use, operate, or permit to be played, used, or operated any radio receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing or amplifying of sound and/or noise at such a volume and in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the building, structure, or motor vehicle or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
 - b. *Human-produced sound.* It is unlawful for any person or persons to yell, shout, hoot, whistle, or sing on the public streets or sidewalks or on private property so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the place on public streets and sidewalks, or in the case of private real property, beyond the property limits, on which the person is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
 - c. *Commercial advertising.* It is unlawful for any person or persons to use, operate, or permit to be used or operated any radio receiving device, musical instrument, phonograph, loud speaker, sound amplifier or other machine or device for the production or reproduction of sound which is cast upon the public streets or other public property for the purpose of commercial advertising or which serves to attract the attention of the public to any building, structure or vehicle in such a manner so as to create, or cause to be created, any noises or sounds which are plainly audible at a distance of 100 feet or more from the source of the sound cast upon the public streets or other public property or from the building, structure, or in the case of real property, beyond the property limits, in which it is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday.
 - d. *Party noise.* It is unlawful for any person or persons in charge of a party or other social event that occurs on any private property to allow that party or event to produce noise in such a manner that such noise is plainly audible at a distance of 100 feet or more from the building or structure from which the party noise is emanating or in the case of real property, beyond the property limits, on which the party or social event is located, whichever is farthest, between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 8:00 a.m. on Saturday and Sunday. For the purposes of this subsection, a "person in charge of a party or other social event" shall mean any adult person who is the owner of; resides in or on; rents, leases, or otherwise has the right to occupy the premises involved in such party or social event and is present at such party or social event. For the purposes of this subsection, "noise" shall mean the same sounds, or any combination thereof, as described in paragraphs a. or b. above.
 - (3) *Restrictions regarding noise produced by consumer fireworks.* The use or ignition of consumer fireworks as defined in O.C.G.A. § 25-10-1 that willfully make, continue, or cause to be made or continued any excessive or unusually loud noise, except during the following dates and times:
 - a. On January 1, the last Saturday and Sunday in May, July 3, July 4, the first Monday in September and December 31 beginning at the time of 10:00 a.m. and up to and including the ending time of 11:59 p.m.; and

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- b. On January 1 of each year beginning at the time of 12:00 midnight and up to and including the ending time of 1:00 a.m.

For the purposes of this section, the term "consumer fireworks" shall have the meaning set forth in O.C.G.A. § 25-10-1(a)(1), but such term shall not include those items excluded therefrom in O.C.G.A. § 25-10-1(b) as such code section is enacted as of July 1, 2018 or as may be amended in the future.

- (4) *Apartments, condominiums, townhomes, and similar residential units.* Restrictions for areas within apartments, condominiums, townhouses, duplexes, or other such residential dwelling units. Except for persons within commercial enterprises that have an adjoining property line or boundary with a residential dwelling unit, it is unlawful for any person to make, continue, or cause to be made or continued any noise in such a manner as to be plainly audible to any other person a distance of five feet beyond the adjoining property line wall or boundary of any apartment, condominium, townhouse, duplex, or other such residential dwelling units with adjoining points of contact.

For the purposes of this subsection, "noise" shall mean human-produced sounds of yelling, shouting, hooting, whistling, singing, or mechanically-produced sounds made by radio-receiving device, television, stereo, musical instrument, phonograph sound amplifier or other machines or devices for the producing, reproducing, or amplifying of sound, or any combination thereof.

For the purposes of this subsection, "property line or boundary" shall mean an imaginary line drawn through the points of contact of:

- a. Adjoining apartments, condominiums, townhouses, duplexes or other such residential dwelling units with adjoining points owned, rented, or leased by different persons; or
- b. Adjoining common areas or adjoining exterior walls. Said property line or boundary includes all points of a plane formed by projecting the property line or boundary including the ceiling, the floor, and the walls.

- (5) *Exclusions.* The prohibitions of this section shall not apply to the following:

- a. Noises and/or sounds made by governmental ~~or commercial~~ entities in the normal course of their business;
- b. Noises and/or sounds emanating from any official Georgia Gwinnett College event on Georgia Gwinnett College property or Gwinnett County School District event on Gwinnett County School District property;
- c. Noises or sounds made by domestic animals, which noises or sounds are controlled by section 10-7 of the County Animal Control Ordinance, which has been adopted by the City;
- d. Noises and/or sounds emitted by bells, chimes, or clocks, which occur for no longer than three minutes per hour, from structures located within the Entertainment District as shown on a map maintained in the office of the City Clerk;
- e. Live music emanating from a governmental or commercial ~~entity~~ facility located within the Entertainment District, as shown on a map maintained in the office of the City Clerk, heard at a distance less than ~~1,000~~ 1,250 feet from the governmental or commercial ~~entity~~ facility during the following times: Monday—Thursday from 4 p.m. to 9 p.m. and Friday—Saturday from Noon to 11 p.m.
- f. Sound volumes produced by radio, tape player, or other mechanical sound making device or instrument from within a motor vehicle on a street or highway, which sound is controlled by the O.C.G.A. § 40-6-14 and shall be enforced in accordance with said statute;
- g. Noises and/or sounds that are permitted by an event/film permit issued by the City Police Department and/or Community ~~Relations~~ & Economic Development Department; provided,

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however, that the producer or coordinator of the event/film must comply with the terms, restrictions and conditions of the permit issued by the city;

- h. Noises or sounds made by law enforcement, first responders, and other public safety officials performing their public functions;
 - i. Noises of safety signals and warning devices; or
 - j. Noises emanating from aircraft or airport operations at the County Airport in accordance with state and federal regulations.
- (6) *Landscape maintenance devices.* Time restrictions on use of landscape maintenance motorized devices such as leaf blowers, lawn mowers, or chain saws. It is unlawful for any person to use or operate any noise-generating, motorized landscape maintenance devices, including, but not limited to, leaf blowers, lawn mowers, or chain saws, within any residential zoning district or in areas within 300 feet of any residential zoning district from 8:00 p.m. to 8:00 a.m. except that within the agricultural-residential zone no person shall use or operate any such devices within 300 feet of any residential dwelling on adjacent property between the hours of 9:00 p.m. and 8:00 a.m.
- (7) *Engine, muffler and/or exhaust system noise.* No person shall use, operate or cause to be used or operated any motor vehicle equipped (or the failure to be equipped) with an engine, muffler, muffler cutout, muffler bypass, bypass, muffler system, exhaust system, or similar device which causes a noise or sound which is plainly audible at a distance of 100 feet or more from the motor vehicle.
- (8) *Construction noise.* Between the hours of 9:00 p.m. and 7:00 a.m., construction noise of any type, including, but not limited to, noise caused by the erection (including excavation), demolition, alteration, or repair of any building, as well as the operation of any earth-moving equipment, crane, saw, drill, pile driver, steam shovel, pneumatic hammer, hoist, automatic nailer or stapler, or any similar equipment, shall not be plainly audible within any residential zoning district more than 100 feet beyond the property boundary of the property from which the noise emanates.

A variance from the above-referenced hours of operation for construction noise may be requested, in writing, at least 48 hours prior to the proposed construction operation, for consideration by the Director of Planning and Development. Such a request shall state:

- a. The reasons that support a claim of urgent need based on specific loss or inconvenience for such a variation from the allowable work hours;
- b. The impact that the denial of this request would have on the applicant's project and the surrounding properties;
- c. The steps which have been taken by the applicant to communicate those needs and impacts to owners of surrounding and nearby properties;
- d. The steps that have or will be taken to limit the impact of the proposed activity upon surrounding and nearby properties; and
- e. The possible risks to public health and safety.

If the Director finds that the application adequately demonstrates the urgent need for a variance from the above allowable work hours, adequately provides for mitigation of the impact upon surrounding and nearby properties and poses no additional risk to public health and safety, then permission shall be granted for a variance to alter the allowable work hours during one ten-day period.

The prohibitions of this subparagraph (8) shall not apply to government road, water, sewer, stormwater construction or maintenance projects or to utility company construction or maintenance projects.

(9) *Commercial entities near single-family residential zoning districts.*

- a. Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of paragraph (c), "Prohibited Conduct," subparagraph (1), concerning "Restrictions of 300 feet for 8:00 a.m. through 10:00 p.m. Sunday through Thursday and 8:00 a.m. through 11:00 p.m. on Friday and Saturday" and its subparts a. through c. shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 300 feet beyond the property boundary of the property from which the noises and/or sounds emanate.
- b. Notwithstanding any provisions of this section concerning noises and/or sounds caused to be made by commercial entities in the normal course of their business, the provisions and prohibitions of paragraph (c), "Prohibited Conduct," subparagraph (2), concerning "Restrictions of 100 feet for 10:00 p.m. through 8:00 a.m. Sunday through Thursday and 11:00 p.m. through 8:00 a.m. on Saturday and Sunday," and its subparts a. through c. shall apply to noises and/or sounds generated by a commercial entity that are plainly audible within any single-family residential zoning district more than 100 feet beyond the property boundary of the property from which the noises and/or sounds emanate.

(d) *Severability clause.* A determination of the invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, subsection or part of this section shall not affect the validity of the remaining parts of this section.

(Ord. No. 2021-12 , § 2, 11-17-2021)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Resolution to Adopt Fiscal Year 2025 Budget
- Department:** Finance
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** N/A
- Presented By:** Shereese Durham, Budget Officer
- Action Requested:** Adopt the Fiscal Year 2025 Budget Resolution and accompanying attachments.

Summary: Adoption of the Fiscal Year 2025 Budget Resolution to set the revenue and expenditure priorities for Fiscal Year 2025. The resolution sets the budget for all funds and departments. Authorizes the acceptance of included grants and establishes priorities for the City. The budget includes a Capital Improvement Plan, staffing changes, and salary and benefit adjustments. There is an Add/Delete list that summarizes the changes from the proposed budget to the final proposed budget for adoption

Fiscal Impact: N/A

Attachments/Exhibits:

- Budget Resolution
- Attachment A
- Attachment B
- Attachment C
- Attachment D
- Attachment E

RESOLUTION _____

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2025 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 2025 REVENUES; AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES

WHEREAS, the City Council of the City of Lawrenceville 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 Fiscal Year 2025 Proposed Budget, as required by State and Local Laws and regulations; and

WHEREAS, the City Council decrees that the Fiscal Year 2025 Proposed Budget specified in Attachment A and changes presented in Attachment E 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 City 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 changes presented in Attachment E; and

BE IT FURTHER RESOLVED that the 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 City Council and City Manager; and

BE IT FURTHER RESOLVED that the Five-Year Capital Project Plan as specified in Attachment B is accepted and Fiscal Year 2025 projects, 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 2025 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 City 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 City Council;
- (b) transfer funds from Department budgets to establish Capital Projects;
- (c) transfer funds within a capital project from fund or program contingencies and/or savings in existing projects to establish new projects;

II. The City Finance Director to:

- (a) allocate funds to the appropriate Department or fund from insurance proceeds and/or from the Casualty and Liability Insurance fund for the replacement or repair of damaged equipment items within existing approved policies and procedures;
- (b) allocate funds to the appropriate Department or Agency or Fund from insurance proceeds and/or from the Worker’s Comp and/or Health Insurance funds for the payment of claims as approved by the appropriate adjusting third party management company;
- (c) allocate funds from the established contingency to the appropriate Department or Agency for required expenses as approved by City Council;
- (d) allocate funds from Non-Departmental contingencies and reserves to cover existing obligations/expense in accordance with the intent and

actions of the City 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 City Council
- (f) adjust revenue and appropriation budgets to capital projects as necessary to incorporate grant awards previously approved by the City Council;
- (g) adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets as approved by City 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 City Council to the various Boards and Authorities has been set. This does not preclude any department from reimbursing those members for actual expenses incurred in the performance of duty as approved by law or City Ordinance or Policy; and

BE IT FURTHER RESOLVED that the budget authorizes the City Manager to implement the salary adjustments through either a merit, cost of living, or a combination up to an average increase of five percent for employees with more than six months service with the City; and

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

BE IT FURTHER RESOLVED that the new positions in Attachment C are authorized as of July 1, 2024; and

BE IT FURTHER RESOLVED that the City Council intends to maintain the City's Maintenance and Operations millage rate at 3.26.

BE IT FURTHER RESOLVED that the City Council hereby approves the Initiatives outlined in Attachment D.

BE IT FURTHER RESOLVED that the City Council hereby approves the add and delete items listed in Attachment E as part of the Fiscal Year 2025 Budget.

IT IS SO RESOLVED this 26th day of June, 2024

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

Fiscal Year 2025
Attachment A
Proposed Budget

Fund	Department	FY 2025 Proposed Budget
100 - GENERAL FUND		
	110 - LEGISLATIVE	233,086
	132 - CITYMANAGER	3,654,567
	133 - CITYCLERK	495,398
	150 - FINANCE	5,436,904
	151 - PURCHASING	242,940
	153 - DATA PROCESSING	5,100,355
	154 - HUMAN RESOURCES	5,523,869
	157 - ENGINEERING	509,830
	160 - COMMUNITY RELATIONS	2,404,907
	265 - COURT	1,233,418
	320 - POLICE	14,445,390
	410 - PUBLICWORKS	2,499,908
	420 - STREETS	2,329,439
	498 - DAMAGE PREVENTION	1,434,596
	741 - PLANNING & DEVELOPMENT	981,665
	745 - CODE ENFORCEMENT	700,151
	751 - ECONOMIC DEVELOPMENT	874,650
100 - GENERAL FUND Total		48,101,073
210 - CONFISCATED ASSETS-FEDERAL Total		60,300
211 - CONFISCATED ASSETS-LOCAL Total		10,500
215 - 911 FUND Total		1,333,355
230 - SPECIAL REVENUE FUND Total		819,000
270 - TAX ALLOCATION DISTRICT Total		500,000
275 - HOTEL/MOTEL TAX FUND Total		300,000
280 - RENTAL MV EXCISE TAX FUND Total		140,000
285 - SCHOOL ZONE CAMERAS Total		2,227,000
326 - 2023 SPLOST Total		6,559,140
355 - CAPITAL PROJECTS FUND Total		5,318,060
510 - ELECTRIC FUND OPERATING Total		41,336,500
511 - ELECTRIC FUND CAPITAL Total		1,715,000
515 - GAS FUND OPERATING Total		56,239,000
516 - GAS FUND CAPITAL Total		3,344,520
540 - SOLID WASTE FUND OPERATING Total		3,110,292
541 - SANITATION CAPITAL Total		28,000
555 - COMMUNITY & ECONOMIC DEVELOPMENT Total		1,029,320
560 - STORMWATER FUND OPERATING Total		2,454,550
561 - STORMWATER CAPITAL FUND Total		1,600,000
610 - GROUP HEALTH FUND Total		8,750,000
615 - WORKERS COMPENSATION FUND Total		559,000
620 - FLEET SERVICE FUND Total		2,332,125
625 - RISK MANAGEMENT FUND Total		1,877,046
Grand Total		189,743,781

Fiscal Year 2025
 Attachmetn B
 Capital Improvement Plan

Description	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
General Fund Capital							
Art Commission Projects	Economic Development	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Golf Cart & Trailer	Special Events	\$8,000					
Locate Equipment	Damage Prevention	\$7,060	\$14,120	\$7,060	\$14,120	\$7,060	\$14,120
Code Enforcement Vehicle	Fleet	\$0					
Department Vehicle	Fleet						
Vehicle Replacement Program	Fleet	\$1,700,000	\$1,740,000	\$1,825,000	\$1,920,000	\$2,005,000	\$2,105,250
2 Mobile Column Lifts	Fleet					\$25,000	
Frame Crane w/Hoist	Fleet						
Metal Brake & Shear	Fleet						
Drive on lifts (2)	Fleet	\$40,000					
Tire Carosel	Fleet		\$50,000				
Floors Epoxy	Fleet			\$75,000			
Air Compressor	Fleet				\$20,000		
Stick Welder	Fleet				\$7,500		
Hydraulic Hose Crimping Machine	Fleet				\$5,000		
New Oil Reel	Fleet				\$20,000		
Drill Press	Fleet				\$10,000		
Compressor for Service Truck	Fleet					\$6,500	
Oversize Tire Changer	Fleet					\$30,000	
Plasma Cutter	Fleet					\$6,000	
Tire Mounter	Fleet						\$12,000
Tire Balancer	Fleet						\$15,000
GIS Strategic Plan & Implementation	IT	\$80,000	\$0	\$0			
IT Compliance Program	IT	\$0	\$75,000	\$75,000	\$0	\$0	\$0
Disaster Recover Site on Azure	IT	\$92,550	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Manage Engine Desktop Central for Endpoint Management - Cloud Version	IT	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000	\$45,000
Vulnerability management	IT	\$42,000	\$43,000	\$44,000	\$45,000	\$45,000	\$45,000
Timeclock Plus	IT	\$19,400	\$11,400	\$11,400	\$11,400	\$11,400	\$11,400
TVs and additional workstation for Electric Department EOC/AMI Center	IT	\$6,700					
Document Management System (Laserfiche)	IT	\$79,250	\$51,200	\$52,740	\$54,320	\$55,950	\$57,630
Digital Signs for Facilities	IT	\$106,100	\$7,350	\$7,350	\$7,350	\$7,350	\$7,350
FIRST Project	City Manager	\$500,000	\$0	\$0	\$0	\$0	\$0
Downtown S/W/Brick Impr/Repair	Gov Bldg	\$0	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Facilities - HVAC Upgrades (Citywide)	Gov Bldg	\$50,000	\$80,000	\$80,000	\$80,000	\$125,000	\$100,000
Facilities - Grounds Maintenance	Gov Bldg	\$0	\$0	\$0	\$0	\$0	\$0
Facilities - Exterior Maintenance (Citywide)	Gov Bldg	\$0	\$60,000	\$102,000	\$60,000	\$102,000	\$432,000
Faciliites - Intererier Maintenance (Citywide)	Gov Bldg	\$0	\$40,000	\$40,000	\$40,000	\$40,000	\$590,000
Floor Machine/Equipment	Gov Bldg	\$50,000					\$30,000
Lawrenceville Suwanee Median Landscaping	Streets	\$400,000					
SR316 & Collins Hill	Streets	\$300,000					
Street Resurfacing	Streets	\$1,042,000	\$1,446,160	\$1,485,093	\$1,524,785	\$1,565,280	\$1,606,585
Pavement Condition Assessment	Streets		\$40,000			\$40,000	
On-Call Striping	Streets	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000
Sidewalk Infill, Citywide	Streets	\$100,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000

Fiscal Year 2025
 Attachmetn B
 Capital Improvement Plan

Description	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
Camelot Subdivision (County Reimb)	Streets	\$400,000					
Wood Grinder at Mulch Yard (replacement)	Streets		\$500,000	\$500,000	\$1,000,000	\$1,000,000	
Enclosed Cab Excavator	Streets	\$170,000				\$230,000	
Leaf Truck	Streets		\$300,000	\$223,000			
		\$5,318,060	\$4,873,230	\$4,942,643	\$5,234,475	\$5,716,540	\$5,479,335
ARPA							
Road Resurfacing	Engineering	\$660,000					
		\$660,000	\$0	\$0	\$0	\$0	\$0
Speed Zone Camera Funds							
Speed Detection Devices (LIDAR)	Police	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100	\$2,100
Speed Detection Devices (RADAR)	Police	\$8,849	\$8,849	\$8,849	\$8,849	\$8,849	\$8,849
Body Armor	Police	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
Taser	Police	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000	\$11,000
Primary Pistols Weapons	Police	\$3,225	\$3,225	\$3,225	\$3,225	\$3,225	\$3,225
Police Radios	Police	\$152,751	\$152,751	\$76,375	\$76,375	\$76,375	\$76,375
Flock Safety Cameras	Police	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000	\$24,000
FATS Machine	Police	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000
SRT Uniforms & Equipment	Police	\$100,000					
FUSUS	Police	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Axon Body & Vehicle Cameras	Police	\$398,650	\$398,650	\$398,650	\$398,650		
Patrol Rifles	Police	\$0					
		\$815,575	\$715,575	\$639,199	\$639,199	\$240,549	\$240,549
Electric Fund							
Overhead Maintenance	Electric	\$200,000	\$997,750	\$1,027,000	\$1,105,000	\$1,218,750	\$1,332,500
Infrastructure Improvements	Electric	\$200,000	\$1,845,250	\$1,378,000	\$1,283,750	\$2,583,750	\$1,462,500
Underground Maintenance	Electric	\$1,100,000	\$2,229,500	\$2,817,750	\$3,542,500	\$3,965,000	\$4,387,500
New Services (Reimbursable)	Electric	\$0	\$1,107,250	\$650,000	\$650,000	\$975,000	\$1,300,000
Equipment (New and Replacement)	Electric	\$215,000	\$146,250	\$81,250	\$325,000	\$357,500	
		\$1,715,000	\$6,326,000	\$5,954,000	\$6,906,250	\$9,100,000	\$8,482,500
Gas Fund							
Pressure Improvements	Gas	\$0	\$975,000	\$2,150,000	\$2,450,000	\$850,000	\$400,000
Steel Replacement	Gas	\$0	\$0	\$0	\$0	\$0	\$60,000
Plastic Replacement	Gas	\$290,000	\$0	\$0	\$300,000	\$150,000	\$855,000
Meter Change-Outs	Gas	\$514,000	\$514,000	\$257,000	\$257,000	\$257,000	\$257,000
New Mains & Services	Gas	\$2,235,520	\$2,235,520	\$2,302,580	\$2,371,660	\$2,442,780	\$2,516,070
Station Valve Installation	Gas		\$350,000	\$100,000	\$100,000	\$100,000	
Equipment	Gas	\$305,000	\$210,000	\$0	\$160,000	\$571,000	\$330,000
Ground Bed Updates	Gas	\$0	\$65,000	\$65,000			
ERT Replacement	Gas		\$400,000				
Regulator Station Upgrades	Gas					\$650,000	\$650,000
Rectifier Replacements	Gas	\$0	\$25,000	\$25,000			

Fiscal Year 2025
 Attachmetn B
 Capital Improvement Plan

Description	Department	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030
GDOT P.I.: 0016386 SR 20 Old Conyers Rd.	Gas		\$325,000				
GDOT P.I.: 0016387 SR 20 Old Conyers Rd.	Gas		\$175,000				
		\$3,344,520	\$5,274,520	\$4,899,580	\$5,638,660	\$5,020,780	\$5,068,070
Solid Waste Fund							
Recycle Bins	Sanitation		\$34,500				
New Carts	Sanitation		\$171,000				
Cart Tipppers	Sanitation	\$28,000					
		\$28,000	\$205,500	\$0	\$0	\$0	\$0
Storm Water Fund							
Storm Water Maintenance	Stormwater	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000
Sandalwood Project	Stormwater						
Vehicle Wash Bay	Stormwater	\$300,000					
		\$1,600,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000	\$1,300,000

Fiscal Year 2025
Attachment C
Position Control

General Fund	FY 2025		FY 2024		FY 2023	
	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
City Manager	5		5		3	1
Clerk	3		3		2	1
Communications	4		4		6	
Damage Prevention	13		13		13	
Economic Development	4		4			
Engineering & Stormwater	6		5		3	
Finance	11	1	11	1	10	1
Customer Service	9		9		10	
Meter (Field Customer Service)	7		7		7	
Human Resources	4		4	1	4	1
IT/Data Processing	18		18		16	
Court	7		7		6	
Police	93	4	93	4	91	4
Purchasing	2		2		2	
Public Works	5		5		5	
Planning & Development	8		8		12	
Code Enforcement	6		6			
Street	22		22		21	
Total	227	5	226	6	211	8
Other Funds						
E-911	13		13		13	
Water	0		0		0	
Electric	19	0	20	0	20	
Gas	43	0	43	0	43	
Sanitation	15		15		12	
Fleet	8	0	8	0	8	
Total	98	0	99	0	98	0
TOTAL	325	5	325	6	309	8

Note: HR PT position removed for FY25

New Positions:

- Superintendent (1) - Electric Department
- Distribution Operation Supervisor (1) - Gas Department
- Human Resources Specialist (1) - HR Department
- Tech Support Analyst (1) - Information Technology Department
- Bike Unit Patrol (2) - Police Department
- Facility Maintenance Assistant (2) - Government Buildings Department
- Maintenance Tec Supervisor (1) - Government Buildings Department
- ReCast Program Manager (1) - Grant Funded

CITY STRATEGIC PRIORITIES

- Encourage and Support Local Business
- Encourage High-Quality Housing
- Enhance Mobility
- Enhance Public Safety
- Ensure Responsive, Efficient, and Transparent Operations
- Foster Development (including Community Development)
- Infuse and Embrace the Arts

FY 2024 OBJECTIVES

- Expand and Improve walkability throughout the City
 - Sidewalk connections, new multi-purpose trails, biking pedestrian safety projects
 - *Addresses “Enhance Mobility” and Enhance Safety*
- Become a GMA Certified DEI City
 - Capture work in the City to become GMA DEI certified as well as look for new opportunities to expand cultural competency in the City
 - *Addresses “Ensure Responsive, Efficient, and Transparent Operation” and “Foster Community Development”*
- Engage Community to improve Citizen Involvement and Partnerships
 - Good neighbor program for Code Enforcement, recycling campaign with citizens, Student Police Academy, ReCAST initiatives, events, and community arts
 - *Addresses “Foster Community Development” and “Infuse and Embrace the Arts”*
- Enhance Assistance with Homelessness and Mental Health
 - FIRST Transitional Housing project, police co-responder program
 - *Addresses “Enhance Public Safety” and “Foster Community Development”*
- Encourage redevelopment and infill development with an emphasis on safe, livable, and balanced housing
 - *Addresses “Foster Community Development” and “Encourage High-Quality Housing”*
- Encourage small business success
 - Staff reorganization to include a new economic development position, small business forums/expos, incentives for new business in strategic locations
 - *Addresses “Encourages and Supports local businesses”*

Fiscal Year 2025
Attachment E
Add / Delete List

Revenue	Amount
Property Tax	(564,650.00)
Personal Property Tax	(60,000.00)
Gas Franchise	(4,000.00)
Telephone Franchise	(25,000.00)
Mixed Drink	(15,000.00)
Insurance Premium	(300,000.00)
Occupation Tax	1,300,000.00
State Fee	300,000.00
Property Tax Penalties	(2,250.00)
Mixed Drink Penalties	(700.00)
Bar Cards	(1,000.00)
Development Fees	(1,000.00)
Pawn Shop Work Permits	(300.00)
Metal Dealer Work Permits	(150.00)
Metal Dealer License	(100.00)
Alcohol license penalties	(1,000.00)
Open Records	(14,000.00)
Reeves Lease	(39,000.00)
Gas Revenue	(250,000.00)
Gas Taps	(30,000.00)
Gas Rebate	(200,000.00)
Employee Contribution	(100,000.00)
Temp Elect Service	(30,000.00)
Net Change	(38,150.00)

Expense	Amount
Salaries	300,000.00
Elections	(24,600.00)
Buildings	(25,000.00)
Gas	(29,000.00)
Electric	(15,000.00)
Solid Waste	(50,000.00)
Fleet	(20,000.00)
Streets	(2,000.00)
Code Enforcement	(3,750.00)
IT	(30,000.00)
Finance	(7,500.00)
Community & Economic Development	(29,000.00)
Planning & Zoning	(11,000.00)
Stormwater	(5,000.00)
Fleet	(10,000.00)
Net Change	38,150.00



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** 378 Reynolds Road property acquisition
- Department:** City Manager
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** \$425,000
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approve the purchase and sale agreement for 378 Reynolds Road in the amount of \$425,000.00.

Summary: This is a strategic property in the assemblage of the Reynolds Road parcels.

Background:

Fiscal Impact: \$425,000

Concurrences:

Attachments/Exhibits: executed PSA

CONTRACT FOR PURCHASE AND SALE

STATE OF GEORGIA
GWINNETT COUNTY

THIS IS A CONTRACT for the purchase and sale of certain real estate by and between **Robert McGee, William P. McGee, Peggy Osterhoudt, Teresa Bain, Edward McGee, Claud C. Haney, Sam Bell Haney and James T. Haney** (hereinafter called “Seller”), and the **City of Lawrenceville, Georgia** (hereinafter called “Buyer”) a Georgia Municipal Corporation.

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

1. Agreement to Buy and Sell.

(a) Seller hereby agrees to sell, and Buyer hereby agrees to buy approximately 1.04 acres of property known as Gwinnett Tax Parcel **R7012 022A** and together with all rights, members, appurtenances and improvements thereto set forth herein. (the Property). The Property is further described on Exhibit A which is attached hereto and incorporated herein.

2. Purchase Price.

(a) The purchase price for the Property shall be Four Hundred Twenty-Five Thousand & 0/100 (\$425,000.00).

(b) The purchase price shall be paid in all cash at closing. Buyer shall receive credit for the earnest money paid hereunder.

3. Seller’s Warranties and Representations.

(a) Seller hereby warrants and represents that to the actual knowledge of the Seller, without any independent investigation (which warranties and representations shall be effective as of the date of Closing) the following: That

- i) Seller has good, insurable and marketable title to the Property, free and clear of all liens, encumbrances and restrictive covenants other than zoning ordinances affecting said Property and recorded general utility easements, restrictions and covenants serving or affecting the Property.
- ii) there are no special assessments against or relating to the Property.
- iii) no goods or services have been contracted for or furnished to the

Property which might give rise to any mechanic’s liens affecting all or any part of the Property.

- iv) Seller has not entered into any outstanding agreements of sale, leases, options, or other rights of third parties to acquire an interest in the Property other than disclosed herein.

Seller shall not further encumber the Property or allow an encumbrance upon the title to the Property or modify the terms or conditions of any existing leases, contracts or encumbrances, if any, without the written consent of Buyer. Buyer acknowledges that Seller may encumber the Property provided that the encumbrance contains a provision that the Property will be released free and clear of encumbrance at or before closing for an amount less than the Purchase Price.

- v) Seller has not entered into any agreements with any state, county or local governmental authority or agency which are not of record with respect to the Property, other than those approved in writing by Buyer.

- vi) there are no encroachments upon the Property.

- vii) there are no deed restrictions or covenants that affect or apply to the Property.

- viii) Seller has full power to sell, convey, transfer and assign the Property on behalf of all parties having an interest therein.

- ix) Seller has disclosed to Buyer any and all known conditions of a material nature with respect to the Property which may affect the health or safety of any tenant or occupant of the Property or the use of the Property for the purposes intended by Buyer.

- x) To the best of Seller’s knowledge, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to hazardous materials or hazardous materials contamination is proposed, threatened, anticipated, or in existence with respect to the Property Seller has not received any notice of violation or any laws, rules or regulations regulating hazardous materials or any request for information from any federal, state or local governmental authority concerning hazardous materials and hazardous materials contamination on the Property. The Property neither is currently on, nor has the Property ever been on, any federal or state “Superfund” or “Superlien” list.

- xi) the Property contains no burial ground, burial object or cemetery as defined in O.C.G.A. § 36-72-2 which would subject the Property to the provisions of the Abandoned Cemeteries and Burial Grounds Act (O.C.G.A. § 36-72-1 et seq.). There are no burial grounds, burial objects, cemeteries, sites or structures of historical significance located on the Property that development of the Property would be restricted or require any special approval.
- xii) the execution nor delivery of this Agreement or the consummation of the transactions completed by this Agreement will not (i) conflict with or result in a breach of the terms, conditions, or provisions of or constitute a default under any agreement or instrument to which Seller is a party; or (ii) violate any restriction to which Seller is subject; or (iii) result in the creation of any lien, charge, or encumbrance on the Property.

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

4. Inspection and Deliverables.

(a) For a period from the Effective Date of this Agreement through 120 Days, Buyer and Buyer’s engineers, surveyors, agents and representatives shall have the right to go on the Property to inspect, examine, and survey the same and otherwise do what is reasonably necessary to determine the boundaries of the Property and to make all necessary tests to verify the accuracy of the warranties of Seller with respect to the condition of the Property and to determine the suitability of the Property for Buyer’s intended use. To the extent permitted by law, if any, Buyer shall indemnify and hold Seller harmless from all losses, claims, damages, and suits resulting from Buyer or Buyer’s agents inspecting or testing the Property pursuant to this paragraph. This period shall be deemed the Inspection Period. The Buyer may cancel this Contract at any time during the Inspection Period by providing written notice to Seller and upon said notice Buyer shall be entitled to the return of any Earnest Money paid in accordance with terms of this Contract.

5. Objections to Title.

On or before end of Inspection Period Buyer shall deliver to Seller a statement of any objections to Seller’s title and Seller shall have a reasonable period of time, not to exceed fifteen (15) days, to notify Buyer in writing which objections, if any, Seller intends to cure (it being acknowledged that Seller shall have no obligation to cure any objections). In the event that Seller fails or refuses to cure such objections at least five (5) days prior to closing, Buyer may terminate this Agreement by providing written notice to Seller and Buyer may recover the earnest money or waive the objections and proceed to close. Marketability of the title herein required to be conveyed by the Seller shall be determined in accordance with Georgia law as supplemented by the Title Standards of the State Bar of Georgia.

6. Closing.

(a) The purchase and sale hereunder shall be closed no later than thirty (30) days after the end of the Inspection Period, time being expressly made of the essence of this Contract. The closing shall be conducted in Lawrenceville, Georgia, or such other place as may be agreed to by the parties. Seller may elect to have the transaction closed via an escrow arrangement reasonably suitable to the parties.

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

- i) A good and marketable limited warranty deed.
- ii) Owner’s Affidavit and additional documents as may be required in such form as is necessary to enable the Buyer to remove any liens and parties in possession exceptions. The affidavit or such additional documents shall run to the benefit of the Buyer and Buyer’s Attorney and/or Title Company, be in such form and content acceptable to Seller, Buyer and Buyer’s Attorney and/or Title Company and contain without limitation the following information:
That:
 - a) there are no outstanding unrecorded contracts of sale, options, leases or other arrangements with respect to the Property to any person other than Buyer.
 - b) the Property is being conveyed unencumbered except for the Permitted Exceptions (listed in the title commitment or otherwise applicable to the Property), if any.
 - c) no construction or repairs have been made by Seller nor any work done to or on the Property by Seller which have not been fully paid for, nor any contract entered into, nor anything done the consequence of which could result in a lien or a claim of lien to be made against the Property.
 - d) there are no parties in possession of the Property being conveyed other than Seller.
 - e) there are no filings in the office of the Clerk of the Courts of Gwinnett County, nor in the office of the Secretary of State which indicate a lien or security interest in, on or under the Property which will not be released or terminated at Closing.

- iii) Affidavit in compliance with the Foreign Investment in Real Property Tax Act of 1980, as amended, affirming that the Seller is not a “foreign person” as defined by the Internal Revenue Code.
- iv) All other documents as may be reasonably required to be executed and delivered to complete this transaction as contemplated hereunder.

(c) Ad valorem taxes shall be prorated as of the date of closing.

(d) All closing costs involved in the purchase of the Property (other than attorney’s fees incurred by Seller), including, without limitation, any transfer tax, shall be paid by Buyer.

7. Conditions to Closing.

The obligation of Buyer under this Agreement to purchase the Property is hereby expressly made subject to the truth and accuracy as of the date of this Agreement and as of the date of closing of each and every warranty or representation herein made by Seller, and the suitability of the inspections and tests set forth in Paragraph 4. If the results of the inspections and tests indicate any difficulty of Buyer to develop the Property, including rock, sewer, water, environmental hazards, hazardous materials, hazardous materials contamination, asbestos or other problems, then this Agreement shall be null and void and initial earnest money shall be refunded to Buyer. Buyer must furnish Seller written notice of cancellation by the end of the Inspection Period if Buyer desires to cancel the contract based on this condition.

8. Earnest Money.

Contemporaneously with the execution of this Agreement, Buyer has paid as Earnest Money the sum of FIVE THOUSAND DOLLARS (\$5,000.00). All Earnest Money shall be paid to the law firm of Pereira, Kirby, Kinsinger & Nguyen, LLP and held in escrow. At the closing hereunder all earnest money shall be applied against the purchase price provided herein. If Seller refuses to or cannot convey unencumbered marketable fee simple title to the Property as provided herein, or in the event any condition set forth herein is not met within the time provided, such condition not having been waived by Buyer, then said earnest money shall be returned to Buyer and this Contract shall terminate. Should Sellers refuse to close and Buyer desires to close, Buyer shall have the right to pursue specific performance. If the purchase and sale hereunder is not closed due to default hereunder by Buyer, the Earnest Money shall be paid to Seller as Seller’s sole remedy as full and complete liquidated damages for such default. The parties acknowledge damages caused by the default of the Buyer would be difficult or impossible to ascertain and agree that the payment of the Earnest Money represents a fair and equitable remedy for the Seller.

9. Broker.

All parties affirm that the Purchaser enters into this agreement represented by Living Stone Properties as Selling Broker. No other Broker is party to this transaction. To the extent allowed by law, Buyer and Seller agree to indemnify and hold the other party harmless against any claim, suit, or action for a real estate brokerage commission as a result of their actions in the sale and purchase of the Property, including reasonable attorney’s fees and costs.

10. Notices.

Any notices required or permitted to be given under this Contract to Seller or to the Buyer shall be in writing. The notice may be sent by registered or certified mail, postage pre-paid, or by documented overnight delivery by courier of choice. A courtesy copy of any notice may be sent by electronic mail (e-mail). The notice shall be delivered based on the information set forth below:

BUYER: City of Lawrenceville, Georgia
70 S Clayton St
P.O. Box 2200
Lawrenceville, Georgia 30046
Attention: Chuck Warbington, City Manager

Copy To: Pereira, Kirby, Kinsinger & Nguyen, LLP
P.O. Box 1250
690 Longleaf Drive
Lawrenceville, GA 30046
Attention: Lawrenceville City Attorney
Email: fhartley@pkknlaw.com and lthompson@pkknlaw.com

Copy To: Living Stone Properties
285 S. Perry St.
Lawrenceville, GA. 30046
Attention: Greg Cantrell, Broker
Email: gcantrell@Living-StoneProperties.com

SELLER: Robert McGee, William P. McGee, Peggy Osterhout, Teresa Bain, Edward McGee, Claud C. Haney, Sam Bell Haney and James T. Haney

Copy To: Robert McGee
60 Surfview Dr., #408
Palm Coast, FL. 32137

11. Miscellaneous.

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

(b) Attorney’s Fees. In the event it becomes necessary for either Buyer or Seller to bring an action at law or other proceeding to enforce any of the terms, covenants or conditions of this Contract, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including without limitations reasonable attorney’s fees as determined by the court without a jury. As used herein, the term “prevailing party” shall mean as to the plaintiff, obtaining substantially all relief sought, and such term shall mean as to the defendant, denying the obtaining of substantially all relief sought by the plaintiff.

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

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

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

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

12. Modification of Contract.

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

13. Entire Contract.

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

14. Mutual Drafting.

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

15. Survival of Contract.

This Agreement shall merge into the documents executed at the closing, and any representations and warranties regarding title and right of possession of the Property shall not survive the closing.

16. Special Stipulations

(a) This Contract is contingent on the final approval of this Contract in a public meeting by the Buyer in accordance with the provisions of the Georgia Open Meetings Act and compliance with all purchase and sale procedures of the Buyer.

(b) The Buyer shall have the absolute right to assign its rights and obligations to this Contract without the prior approval of the Seller.

(c) Property must close simultaneously with adjacent parcels R7012 021, R7012 061, R7012 062, R7012 035, R7012 026A, R7012 049, R7012 039, R7012 076 & R7012 025

[Signatures on Following Pages]

ROBERT MCGEE 06-05-2024
b77df34
Robert McGee – SELLER date

William P. McGee 06-05-2024
a9f5bd7
William P. McGee – SELLER date

Peggy Osterhoudt 06-05-2024
bbf65b8
Peggy Osterhoudt – SELLER date

Teresa Bain 06-05-2024
a0c824f
Teresa Bain – SELLER date

Edward McGee 06-05-2024
35a9ebf
Edward McGee – SELLER date

Joshua Haney 06-05-2024
8a50f26
Joshua Haney on date
behalf of Claud C. Haney

Claud Chester Haney Jr. 06-05-2024
92a7e6a
Claud Chester Haney Jr. on date
behalf of Claud C. Haney

Sam Bell Haney 06-05-2024
ad0ee83
Sam Bell Haney date

Thomas Haney 06-05-2024
038069a
Thomas Haney on date
behalf of James T. Haney

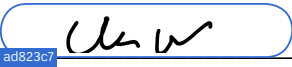
Julie Haney 06-06-2024
8bc1b3c
Julie Haney on date
behalf of James T. Haney

Hollie Wood 06-06-2024
03a763a
Hollie Wood on date
behalf of James T. Haney

Stephen Haney 06-06-2024
7db0827
Stephen Haney on date
behalf of James T. Haney

This Agreement is agreed to this
____ day of ____ 06-06-2024 ____, 2024.

CITY OF LAWRENCEVILLE, GEORGIA

By:  _____

Name: Chuck Warbington

Title: City Manager

DEED B: 58291 P: 00620
01/20/2021 11:16 AM Pgs: 2 Fees: \$25.00
TTax: \$7.80
Tiana P Garner, Clerk of Superior Court
Gwinnett County, GA
PT-61 #: 0672021001662

Robert McGee
~~378 Reynolds Road~~ 836 Camp Pevin Rd
~~Lawrenceville, Georgia 30043~~ Lawrenceville Ga 30043

STATE OF GEORGIA ss
COUNTY OF GWINNETT ss

This Quit Claim Deed, executed between, REGGIE EUGENE MCGEE, whose address is 2 Park Street, Fayetteville, Georgia 37334, party of the first part, hereinafter referred to as "GRANTOR", and ROBERT MCGEE, party of the second part, hereinafter referred to as "GRANTEE", the words "GRANTOR" and "GRANTEE" to include the neuter, masculine and feminine genders, the singular and the plural;

WITNESSETH, that the GRANTOR, with love and affection, and in consideration of the sum of one dollar and other good and valuable consideration, cash in hand paid at or before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has bargained and sold and by these presents does grant, bargain, sell, convey, remise, release and forever QUIT CLAIM unto the said GRANTEE, all the rights, title, interest, claim or demand which the GRANTOR may have had in and to the following described property:

An interest of the Grantor herein in and to the following described property, to-wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 12 of the 7th Land District, Gwinnett County, Georgia, containing 1.04 acres according to a plat of survey for Mrs. M. O. McGee prepared by S. R. Fields, Registered Land Surveyor No. 739, dated November 11, 1981, revised March 30, 1982, and revised August 12, 1982, said plat being recorded in Plat Book 19, Page 88, Gwinnett County, Georgia Records and incorporated herein by referenced as a part of this description.

The above property is the same tract described in a Warrant Deed from Mrs. M. O. McGee et al to Paul McGee dated September 20, 1982, recorded in Deed Book 2448, Page 469, Gwinnett County Records, and includes a parcel previously conveyed from M. O. McGee to Paul S. McGee by Warranty Deed dated August 5, 1961, recorded in Deed Book 170, Page 354, Gwinnett County Records.

TO HAVE AND TO HOLD the said tract of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in any wise appertaining, to the only proper use, benefit and behalf of the said GRANTEE so that neither GRANTOR nor any other person claiming under this claim shall, at any time, claim or demand any right, title or interest to the said tract of land, or its appurtenances.

DOM

REM

IN WITNESS WHEREOF, the said GRANTOR has herewith set his hand and seal, this the day and year first above written.

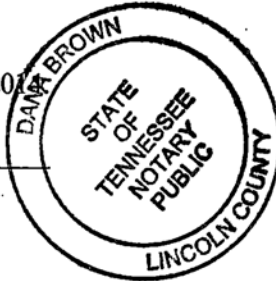
Signed, sealed and delivered this the 21st day of January, 2014, in the presence of:

[Signature]
WITNESS

Reggie Eugene McGehee
REGGIE EUGENE MCGEE

Sworn to and subscribed before me this the 21st day of January, 2014

Dana Brown
NOTARY PUBLIC
Commission expires: 04/30/2014



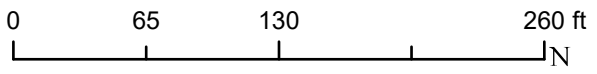
[Signature]

REM



8.5x11_Portrait

- Selection(s)
- Streets
- Roads
- Highways
- County Boundary
- Property Parcels



11/29/2023

This map is a graphical representation of data obtained from aerial photography, recorded deeds, plats, engineering drawings and other public records and data. Gwinnett County does not warrant the accuracy or currency of the data it has provided and does not guarantee the suitability of the data for any purpose, expressed or implied. ALL DATA IS PROVIDED AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This map is the proprietary product of Gwinnett County and in no event will Gwinnett County be liable for damages, including any loss of profits, lost savings, or other incidental or consequential damages arising out of the use of or inability to use this map.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JUNE 26, 2024
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Easement agreement with SPE Investments Group
- Department:** City Manager
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** none
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approve the access and drainage easement agreement with SPE Investment Group. Authorize Mayor to execute agreement subject to review by City Attorney.

Summary: This is an easement being granted from SPE to the City of Lawrenceville. The easement will allow access into and out of the parcel at 92 S Clayton St, currently owned by the City.

Background: The DDA is selling the parcel at 92 S Clayton Street to a developer. The attorney determined there wasn't clear inter-parcel access agreements with the Lawrenceville Square shopping center. This agreement will solidify this connectivity and allow for the new owner to legally gain access through the shopping center parcel and existing parking areas.

Fiscal Impact: none

Concurrences:

Attachments/Exhibits: easement agreement

Return To:
Faber Mabe, LLC
Austen T. Mabe, Esq.
3615 Braselton Hwy., Suite 204
Dacula, Georgia 30019

ACCESS AND DRAINAGE EASEMENT AGREEMENT

THIS ACCESS AND DRAINAGE EASEMENT AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 2024, by and among **SPE INVESTMENT GROUP, LLC**, a Georgia limited liability company (the “Parcel 1 Owner”) and **CITY OF LAWRENCEVILLE, GEORGIA**, a Municipal corporation (the “Parcel 2 Owner”).

RECITALS

- A. Parcel 1 Owner is the owner of that certain real property situated in Lawrenceville, Gwinnett County, Georgia, as the same is more particularly described on Exhibit “A”, attached hereto and incorporated herein by this reference (“Parcel 1”).
- B. Parcel 2 Owner is the owner of that certain real property situated in Lawrenceville, Gwinnett County, Georgia, as the same is more particularly described on Exhibit “B”, attached hereto and incorporated herein by this reference (“Parcel 2”).
- C. Parcel 2 Owner desires to obtain, and Parcel 1 Owner desires to establish, certain access and drainage easement rights over Parcel 1, for the benefit of Parcel 2, subject to the terms contained herein.

NOW, THEREFORE, Parcel 1 Owner and Parcel 2 Owner hereby covenant and agree that Parcel 1 and Parcel 2 (collectively, the “Parcels”) and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, and easements hereinafter set forth.

AGREEMENTS

1. Definitions. For purposes hereof:

1.1. Parcel or Parcels. The term “Parcel” shall mean Parcel 1 or Parcel 2, individually, as the context requires, and any future subdivisions thereof. The term “Parcels” shall mean Parcel 1 and Parcel 2 collectively.

1.2. Owner. The term “Owner” or “Owners” shall mean the owner of Parcel 1, as to Parcel 1, and the owner of Parcel 2, as to Parcel 2, and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee’s sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

1.3. Permittees. The term “Permittees” shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of the Owner of such Parcel, and/or such tenant(s) or occupant(s).

2. Grant of Access Easement for Parcel 2. Parcel 1 Owner does hereby grant to Parcel 2 Owner and its Permittees, for the benefit of, and as an appurtenance to Parcel 2, a perpetual, non-exclusive, unobstructed access easement for vehicular and pedestrian ingress and egress on, through, over, and across the driveways located on Parcel 1, as the same are depicted as the crosshatched “Access Easement” on Exhibit “C”, attached hereto (the “**Access Easement**”) to and from Parcel 2 over Parcel 1, to the public rights-of way adjacent to Parcel 1. The Access Easement shall be maintained, repaired, and replaced in good working order by the Owner and/or Permittee of Parcel 1, at its sole cost and expense.

3. Grant of Drainage Easement for Parcel 2. Parcel 1 Owner does hereby grant to Parcel 2 Owner and its Permittees, for the benefit of, and as an appurtenance to Parcel 2, a perpetual, non-exclusive drainage easement (the “Drainage Easement”) on, over, across and through Parcel 1 in order to drain storm water from Parcel 2 onto Parcel 1, and to connect into the presently existing drainage facilities located on Parcel 1 (“Drainage Facilities”), in order to drain and discharge excess surface and storm water from Parcel 2 into and through the Drainage Facilities. The Drainage Facilities located on Parcel 1 shall be maintained, repaired, and replaced in good working order by the Owner and/or Permittee of Parcel 1, at its sole cost and expense. The Drainage Easement granted herein includes the right of reasonable ingress and egress for the Parcel 2 Owner and/or its Permittee over Parcel 1 in order or the Parcel 2 Owner and/or its Permittee to connect into the Drainage Facilities.

4. Indemnification. To the extent permitted by law, each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the Owner whose Parcel is subject to the easement harmless from and against all claims, liabilities and expenses (including reasonable attorneys’ fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its Permittees, or others acting on behalf of such Owner.

- 5. Taxes and Assessments. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Parcel.
- 6. No Rights in Public. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of a Parcel.
- 7. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of execution of this Agreement and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners in accordance with Section 8.1 hereof.
- 8. Miscellaneous.
 - 8.1. Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of Gwinnett County, Georgia
 - 8.2. No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
 - 8.3. Covenants to Run with Land. It is intended that each of the easements set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
 - 8.4. Governing Law. The laws of the State of Georgia shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[Signatures Follow on Next Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

PARCEL 1 OWNER:

SPE INVESTMENT GROUP, LLC

By: _____ (SEAL)

Name: _____

Its: _____

[Signatures continue on following page]

Signed, sealed and
delivered in the presence of:

Unofficial Witness

Notary Public
My Commission Expires:

[NOTARY SEAL]

PARCEL 2 OWNER:

CITY OF LAWRENCEVILLE, GEORGIA,
a municipal corporation

_____(SEAL)
David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

[CORPORATE SEAL]

Exhibit A
[Parcel 1 Legal Description]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF LAWRENCEVILLE IN LAND LOT 147 OF THE 5TH DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND IN THE SOUTHERLY RIGHT-OF-WAY OF NASH STREET (HAVING A 40-FOOT RIGHT-OF-WAY), WHICH POINT IS LOCATED NORTH 63 DEGREES 08 MINUTES 12 SECONDS EAST 97.45 FEET AND NORTH 80 DEGREES 42 MINUTES 22 SECONDS EAST 7.02 FEET FROM THE POINT OF INTERSECTION OF SAID RIGHT-OF-WAY LINE WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH CLAYTON STREET (A/K/A S.R. 20; HAVING A 100-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE OF NASH STREET THE FOLLOWING COURSES AND DISTANCES: NORTH 80 DEGREES 42 MINUTES 22 SECONDS EAST A DISTANCE OF 342.09 FEET; ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 210.99 FEET (AND A CHORD BEARING NORTH 65 DEGREES 54 MINUTES 28 SECONDS EAST A DISTANCE OF 107.78 FEET) AN ARC DISTANCE OF 108.99 FEET; AND NORTH 51 DEGREES 06 MINUTES 34 SECONDS EAST 7.48 FEET TO AN IRON PIN FOUND; THENCE SOUTH 30 DEGREES 18 MINUTES 42 SECONDS EAST 100.17 FEET TO AN IRON PIN FOUND; THENCE NORTH 50 DEGREES 30 MINUTES 34 SECONDS EAST 100.37 FEET TO AN IRON PIN FOUND; THENCE SOUTH 29 DEGREES 14 MINUTES 23 SECONDS EAST 80.19 FEET TO AN IRON PIN FOUND; THENCE SOUTH 34 DEGREES 45 MINUTES 53 SECONDS EAST 60.07 FEET; THENCE SOUTH 33 DEGREES 23 MINUTES 16 SECONDS EAST 173.64 FEET TO AN IRON PIN FOUND; THENCE SOUTH 64 DEGREES 58 MINUTES 11 SECONDS WEST 100.66 FEET TO AN IRON PIN FOUND; THENCE SOUTH 26 DEGREES 55 MINUTES 17 SECONDS EAST 199.88 FEET TO AN IRON PIN FOUND; THENCE NORTH 65 DEGREES 01 MINUTES 09 SECONDS EAST 200.00 FEET TO AN IRON PIN FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY OF MILLER NEAL BOULEVARD (HAVING A 50-FOOT RIGHT-OF-WAY); THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH 24 DEGREES 05 MINUTES 13 SECONDS EAST 28.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 64 DEGREES 01 MINUTES 12 SECONDS WEST 452.29 FEET TO AN IRON PIN FOUND; THENCE SOUTH 64 DEGREES 15 MINUTES 02 SECONDS WEST 324.94 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID SOUTH CLAYTON STREET; THENCE ALONG SAID RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5,779.58 FEET (AND A CHORD BEARING NORTH 29 DEGREES 56 MINUTES 39 SECONDS WEST A DISTANCE OF 279.13 FEET) AN ARC DISTANCE OF 279.15 FEET; AND NORTH 31 DEGREES 19 MINUTES 40 SECONDS WEST 76.40 FEET TO AN IRON PIN FOUND; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING NORTH 59 DEGREES 14 MINUTES 06 SECONDS EAST 130.03 FEET TO AN IRON PIN FOUND; THENCE NORTH 30 DEGREES 50 MINUTES 01 SECONDS WEST 149.96 FEET TO AN IRON PIN FOUND; THENCE SOUTH 59 DEGREES 19 MINUTES 16 SECONDS WEST 127.00 FEET TO AN IRON PIN FOUND ON SAID EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET; THENCE ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 713.94 FEET (AND A CHORD BEARING NORTH 22 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 50.43 FEET) AN ARC DISTANCE OF 50.44 FEET; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING NORTH 59 DEGREES 19 MINUTES 50 SECONDS EAST 120.31 FEET TO AN IRON PIN FOUND; THENCE NORTH 24 DEGREES 02 MINUTES 38 SECONDS WEST 152.01 FEET TO THE POINT OF BEGINNING; ALL AS MORE PARTICULARLY SHOWN ON PLAT OF SURVEY PREPARED FOR MARK R. HUDGENS, ET AL BY DEVELOPMENT CONSULTANTS GROUP (BEARING THE CERTIFICATION OF THOMAS W. HURLEY, GEORGIA RLS NO. 2468) DATED SEPTEMBER 28, 1993, WHICH PLAT IS INCORPORATED HEREIN AND MADE A PART OF THIS DESCRIPTION.

THE PROPERTY DESCRIBED HEREINABOVE IS THAT SAME PROPERTY ACQUIRED BY LARRY E. WILENSKY AND SID M. KRESSES UNDER WARRANTY DEED FROM GWINNETT PRADO, L.P. DATED JULY 16, 1997, AND RECORDED JULY 21, 1997, IN DEED BOOK 14471, PAGE 157, RECORDS OF THE CLERK OF GWINNETT COUNTY SUPERIOR COURT.

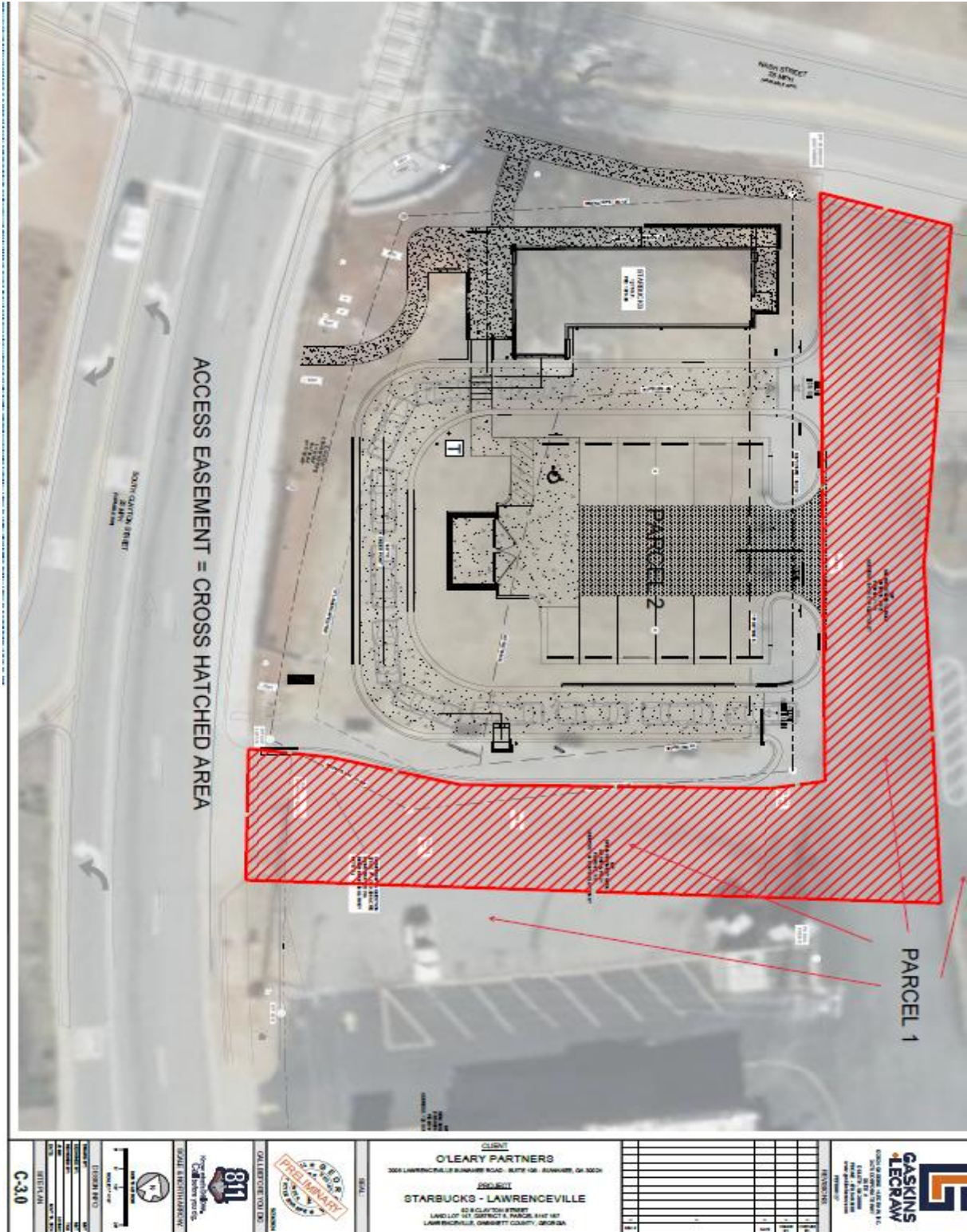
SAID PROPERTY IS ALSO SHOWN ON PLAT OF SURVEY PREPARED FOR LARRY E. WILENSKY AND SID M. KRESSES BY DEVELOPMENT CONSULTANTS GROUP (DONALD G. HOLLAND, GEORGIA RLS NO. 2637) DATED JUNE 25, 1997.

Exhibit B
[Parcel 2 Legal Description]

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 147 OF THE 5TH LAND DISTRICT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE CORNER OF THE EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET (RIGHT-OF-WAY VARIES) AND THE SOUTHERLY RIGHT-OF-WAY OF NASH STREET (RIGHT-OF-WAY VARIES); THENCE PROCEEDING ALONG THE SAID RIGHT-OF-WAY OF NASH STREET NORTH 63 DEGREES 10 MINUTES 08 SECONDS EAST A DISTANCE OF 92.18 FEET TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY AND RUNNING SOUTH 23 DEGREES 17 MINUTES 18 SECONDS EAST A DISTANCE OF 152.03 FEET TO A PK NAIL FOUND; THENCE RUNNING SOUTH 60 DEGREES 05 MINUTES 49 SECONDS WEST A DISTANCE OF 91.12 FEET TO A MAG NAIL SET; THENCE RUNNING NORTH 83 DEGREES 40 MINUTES 18 SECONDS WEST A DISTANCE OF 37.94 FEET TO A POINT LOCATED ON THE EASTERLY RIGHT-OF-WAY OF SOUTH CLAYTON STREET; THENCE RUNNING ALONG SAID RIGHT-OF-WAY AND FOLLOWING THE CURVATURE THEREOF AN ARC DISTANCE OF 141.86 FEET, SAID ARC HAVING A RADIUS OF 718.94 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING OF NORTH 10 DEGREES 26 MINUTES 26 SECONDS WEST A CHORD DISTANCE OF 141.63 FEET TO THE POINT OF BEGINNING. SAID TRACT OF LAND CONTAINING 0.390 ACRES AS SHOWN ON A PLAT PREPARED BY PRECISION PLANNING, INC. FOR THE CITY OF LAWRENCEVILLE, DATED SEPTEMBER 15, THIS PLAT IS INCORPORATED HEREIN BY REFERENCE FOR A MORE PARTICULAR DESCRIPTION.

Exhibit C





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JUNE 26, 2024

AGENDA CATEGORY: CITY COUNCIL NEW BUSINESS

- Item:** Resolution to Approve Acceptance of a Roadside Enhancement and Beautification Council Grant for Construction of Landscaping at SR316 and Collins Hill Road
- Department:** Engineering Department
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** \$50,000.00
- Presented By:** Eranildo Lustosa, Engineer
- Action Requested:** Approve the Resolution to accept the Roadside Enhancement and Beautification Council Grant for Construction of Landscaping at SR316 and Collins Hill Road

Summary: The City has previously partnered with Gwinnett County to construct a beatification project at SR 316 and SR 120, this was completed in 2018 and still looks great due to the City’s maintenance efforts. The City is committed to making Lawrenceville look the best it can so it creates a welcoming environment that people look forward to spending time in.

The City has worked with our consultant to produce a landscape design that is attractive, maintainable and safe. If approved for the Roadside Enhancement and Beautification Council (REBC) grant the City will work with GDOT to apply for a Special Encroachment permit. The City will contract through our bidding process to construct the improvements. The project funding has been budgeted for and the City is committed to maintaining the completed improvements through our annual landscaping maintenance contract. The City Council passed a resolution in support of this in October of 2023.

Fiscal Impact: Acceptance of \$50,000.00 Grant for the SR 316 and Collins Hill Rd. Landscaping improvements

Attachments/Exhibits:

REBC Grant Acceptance Resolution
REBC Grant Agreement
Preliminary Landscape Drawing

RESOLUTION _____

RESOLUTION TO APPROVE ACCEPTANCE OF A ROADSIDE ENHANCEMENT AND BEAUTIFICATION COUNCIL GRANT AND TO APPROVE THE EXECUTION OF THE GRANT AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF LANDSCAPING AT SR316 AND COLLINS HILL ROAD

WHEREAS, the City of Lawrenceville ("City") applied for and received a Roadside Enhancement and Beautification Council Grant ("Grant") in the amount of \$50,000.00, for the construction of attractive, maintainable and safe landscaping at SR 316 and Collins Hill Road; and

WHEREAS, the Project is estimated to cost \$225,000; and

WHEREAS, the City is providing the remaining construction costs of approximately \$175,000.00; and

WHEREAS, in order to receive the Grant, the City is required to enter into the attached Grant Agreement with Georgia Department of Transportation; and

WHEREAS, City Council desires to accept the Grant and to enter into the Grant Agreement;

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

1. Acceptance of the Grant is hereby approved; and
2. The City's portion Project in the amount of \$175,000.00 is hereby approved; and
3. The attached Grant Agreement is hereby approved; and
4. The City Manager is hereby authorized to execute the attached Grant Agreement for the Project in the amount of \$50,000.00; and
5. That the City Attorney and the City Manager are hereby authorized to make such minor revisions to the Grant Agreement and to take such other actions as may be deemed necessary to effectuate the intent of this resolution.

IT IS SO RESOLVED this ____ day of _____, 2024

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



GEORGIA DEPARTMENT OF TRANSPORTATION

Roadside Enhancement and Beautification Council Grant

Agreement

Contract Number: 48400-410-IGOMT2402493

Maximum Grant Award Amount: \$50,000.00

This AGREEMENT is made and entered into on _____ (hereinafter referred to as "Effective Date") by and between the **Georgia Department of Transportation**, an agency of the State of Georgia, located at One Georgia Center, 600 West Peachtree Street, Northwest, Atlanta, Georgia 30308 (hereinafter referred to as "GDOT" or the "Department");

AND

**City of Lawrenceville
435 W Pike St
Lawrenceville, GA 30046**

an entity that is qualified to receive the funding (hereinafter referred to as the "Grantee") (The Department and the Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Grantee has submitted to GDOT an application to obtain funding from the Roadside Enhancement and Beautification Council Grant (hereinafter referred to as "Application"), which is attached hereto as Attachment A and is incorporated by reference; and

WHEREAS, The Grantee desires to obtain funding for a landscape and beautification project, as further described in its Application (hereinafter sometimes referred to as the "Project"); and

WHEREAS, the Department desires to provide funding for the Project to the Grantee.

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Scope. The Grantee agrees to provide, install and maintain the Project in accordance with the proposed project description in its Application, subject to reasonable adjustments or modifications as a result of review by the Department and GDOT policy.

2. The Grantee shall abide by the following as it relates to the Project:
 - a. The Special Encroachment Permit, to be issued at a later time, upon GDOT approval of Grantee’s Special Encroachment Permit application;
 - b. The Mowing and Maintenance Agreement executed by the Parties in conjunction with the GDOT’s issuance of Grantee’s Special Encroachment Permit;
 - c. The **GDOT Policy for Landscaping and Enhancements** (Policy No. 6755-9) found at <http://mygdot.dot.ga.gov/applications/gdotpubs/PolicyandProcedures/06C734F6-60E3-49FC-E309-C753D2FC62B1.pdf>;
 - d. The USDOT/FHWA, A Manual on Uniform Traffic Control Devices – current edition;
 - e. The GDOT Standard Specifications for Construction of Transportation Systems, current edition, Section 202—Random Clearing and Grubbing, Section 700—Grassing, Section 702—Vine, Shrub, and Tree Planting, which are attached hereto as Attachments E, F and G, respectively, and incorporated by reference as if fully set forth herein.
 - f. ANSI Z 60.1 American Standard for Nursery Stock – current edition;
 - g. GDOT Scenic Byway Program and Corridor Management Plan Guidelines and Requirements, as applicable found at <http://www.dot.ga.gov/DriveSmart/Travel/ScenicByways/BywayDesignationGuide.pdf>
 - h. The Americans with Disabilities Act, 42 U.S.C. § § 12101 to 12213; and
 - i. Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91.
3. Landscape Guidelines. Grantee shall follow GDOT’s Policy for Landscaping and Enhancements (Policy No. 6755-9) and/or other directives given by the Landscape Architecture unit of GDOT’s Office of Maintenance.
4. The Grantee hereby certifies that all requirements of the Application and this Agreement are understood, and that all information provided in the Application is true and correct, and represents the desires of the local government entity where the Project will be installed.
5. All obligations of the Grantee under this Agreement will be performed by the Grantee or a subcontractor of the Grantee. No work will be completed by GDOT.
6. Term of Agreement: This Project must be completed by the Grantee within thirty (30) months from the Effective Date. Completion is defined as the final inspection and acceptance of the Project by the Department Permit Inspector, as per Department Policy 6755-11. The Policy will be made available upon request.
7. Award Amount: Grantee’s budget is attached hereto as Attachment B and incorporated herein by reference. The Department agrees to pay the Grantee a sum of \$ 50,000.00 (hereinafter, “Award Amount”), subject to the terms and conditions set forth herein. The Award Amount is the maximum amount that the Department will be obligated to pay, regardless of whether the Grantee’s budget for the Project (Attachment B) exceeds the Award Amount. Payment of the Award Amount will be made to the Grantee on a reimbursement basis to offset costs incurred by Grantee for landscaping, including plant materials, and associated installation costs on the Project. In addition, the Grantee agrees that no part of the Award Amount will be used to pay indirect costs. In no instance shall the Department be obligated to pay in excess of the Award

Amount. If the Grantee completes the work for less than the Award Amount, the Department is only obligated to reimburse the actual amount expended for the Project.

8. Invoice/Reimbursement Payment:

- a. To claim reimbursement, Grantee must first submit the following documents to the Department within ninety (90) calendar days after Project completion to the "Bill To" address in the purchase order. :
 - Encroachment Permit
 - Final, approved landscape plans on 8 ½ x 11 sheets of paper
 - Final Project budget
 - Completed and signed E-Verify Form(s), including Grantee, Contractor, and Subcontractors (Attachment D)
 - b. Upon timely submission of the documents listed in subsection (a) of this Section 8, the Grantee shall be allowed to submit an invoice, using the sample Invoice and Invoice Cover Letter form attached to this Agreement (Attachment C), to the Department for reimbursement only after the Project is complete.
 - c. The Department will pay the Grantee upon receipt of a properly prepared invoice using the Invoice and Invoice Cover Letter form (Attachment C). The invoice must include evidence that the Project is complete (e.g., digital "Before and After" pictures, etc.) and all supporting invoices and receipts. Please return the invoice promptly to expedite payment.
 - d. All requests for payment shall be subject to Grantee not being declared in default of its obligations under the specific conditions in paragraph 13, below.
9. Records: The Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the Project and shall make such material available for inspection by the Department and any reviewing agencies at all reasonable times during the period of this Agreement and for three (3) years from the date of final payment under the Agreement. The Grantee shall furnish copies of such documentation upon request. Furthermore, the Grantee understands that it is subject to, and shall comply with, the Georgia Open Records Act at O.C.G.A. 50-18-70 et seq.

The Grantee agrees that the provisions of this paragraph 9 shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

- 10. Usage: The Grantee agrees the Department may photograph the Project and display or use any information submitted by the Grantee under this Agreement without payment to the Grantee other than what is set forth in paragraph 7 herein. Grantee shall work with the Department's Office of Communication team, upon request.
- 11. Notices: Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail – return receipt requested, to a Party hereto at the address set forth below or to such other address as the Parties may designate by notice from time to time in accordance with this Agreement.

If to the Department: Georgia Department of Transportation
600 West Peachtree Street
Atlanta, GA 30308
Attn: Office of Maintenance

If to the Grantee: The City of Lawrenceville

435 W Pike St
Lawrenceville, GA 30046

Attn: Mayor David Still

12. Indemnification: The Grantee shall be responsible for any and all damages to property or persons and shall save harmless the Department, its officers, agents, and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the Grantee or the Grantee’s agent in the performance of work under this Grant Award and work related to the Project.

The Grantee hereby indemnifies and hold harmless the Department, its officers, agents, and employees from and against any and all claims, damages, losses and expenses arising out of the Grantee’s or Grantee’s agent’s negligent acts, errors or omissions in the performance of this Agreement.

These indemnities shall not be limited by reason of the listing of any insurance coverage.

13. Reallocation of funds: The occurrence of any one or more of the following events shall constitute cause for the Department to declare the Grantee in default of its obligations under the Agreement and will result in the withdrawal of the Grant Award Amount and the reallocation of funds to another grantee:

- a. The Grantee fails to return the signed agreement within forty-five (45) days of notice of award letter;
- b. The Grantee fails to obtain the Special Encroachment Permit within one (1) year from the Effective Date;
- c. The Grantee’s Special Encroachment Permit status changes to cancelled, without a timely valid renewal or extension;
- d. The Grantee fails to complete the Project within twelve (12) months of the date the Special Encroachment Permit is approved; or,
- e. The Grantee fails to request reimbursement of funds within ninety (90) calendar days after Project completion.

To the extent that any of the above listed events occur, the Grant Award Amount will no longer be available to the Grantee.

14. Amendment: The Parties recognize and agree that it may be necessary or convenient for the Parties to amend this Agreement so as to provide for the orderly implementation of all the undertakings described herein. The Parties, thus, agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification, or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the Parties hereto.

15. Governing Law: This Agreement is executed in the State of Georgia, and all matters pertaining

to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia.

16. Assignment: Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.
17. Non-Waiver: No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.
18. Continuity: Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and Grantee and the successors and assigns of GDOT and Grantee.
19. Time of the Essence: All time limits stated herein are of the essence of this Agreement.
20. Preamble, Recitals and Exhibits: The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.
21. Severability: If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
22. Captions: The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
23. Interpretation: Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.
24. Execution: Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.
25. No Third-Party Beneficiaries: Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

26. Attachments:

- A. Scope of Project
 - A.1. Landscape Plans
 - A.2. Stipulations
- B. Budget
 - B.1. Budget
 - B.2. Grant Amount Adjustment Notes
- C. Sample Invoice & Cover Letter
- D. E-Verify Forms
- E. Section 202
- F. Section 700
- G. Section 702

27. Entire Agreement: This Agreement constitutes the entire agreement and understanding between the Parties hereto and replaces, cancels, and supersedes any prior agreements, understandings relating to the subject matter hereof; and all prior representations, agreements, understandings, and undertakings between the Parties hereto with respect to the subject matter hereof are merged herein.

***This remainder of this page intentionally left blank.
The signature page is on the following page.***

IN WITNESS WHEREOF, the Parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF TRANSPORTATION	City of Lawrenceville
By: _____ COMMISSIONER Date: _____	By: _____ Title: _____
ATTEST _____ Treasurer	ATTEST: Title: _____ FEI #

ATTACHMENT A
A.1 LANDSCAPE PLANS

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SR 316/COLLINS HILL ROAD LANDSCAPE

GA

CITY OF LAWRENCEVILLE

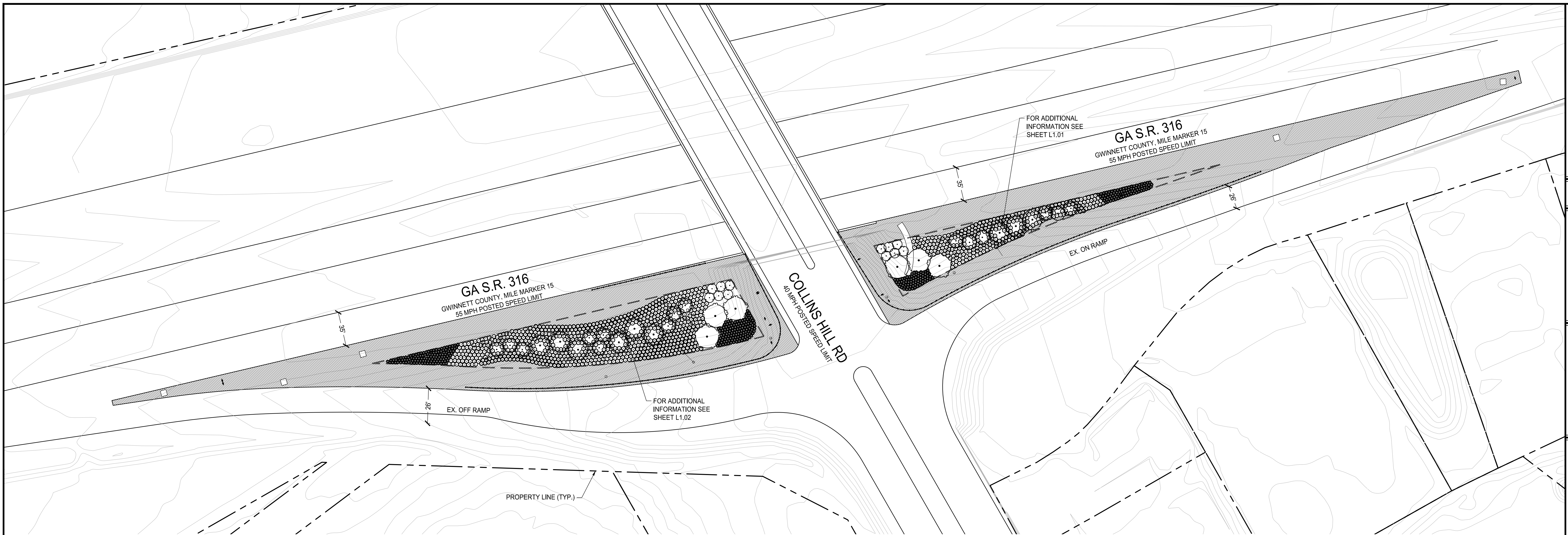
LAWRENCEVILLE

SUBMITTALS / REVISIONS	
NO.	DESCRIPTION

SHEET TITLE
OVERALL LANDSCAPE PLAN

PROJECT NO. 23148	DATE 10/19/2023
DRAWN BY MTC	SCALE 1" = 50'
CHECKED BY WA	
SHEET NO.	

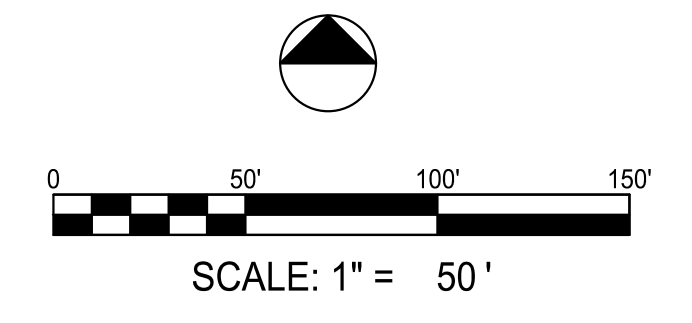
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NOTE: THERE ARE NO EXISTING BILLBOARDS WITHIN 500' OF SITE.



Know what's below.
Call before you dig.



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SR 316/COLLINS HILL ROAD LANDSCAPE
CITY OF LAWRENCEVILLE
LAWRENCEVILLE

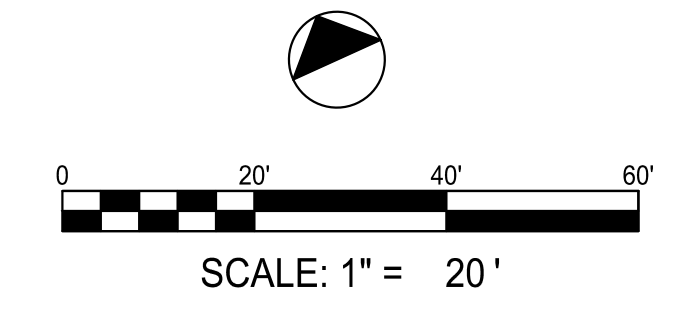
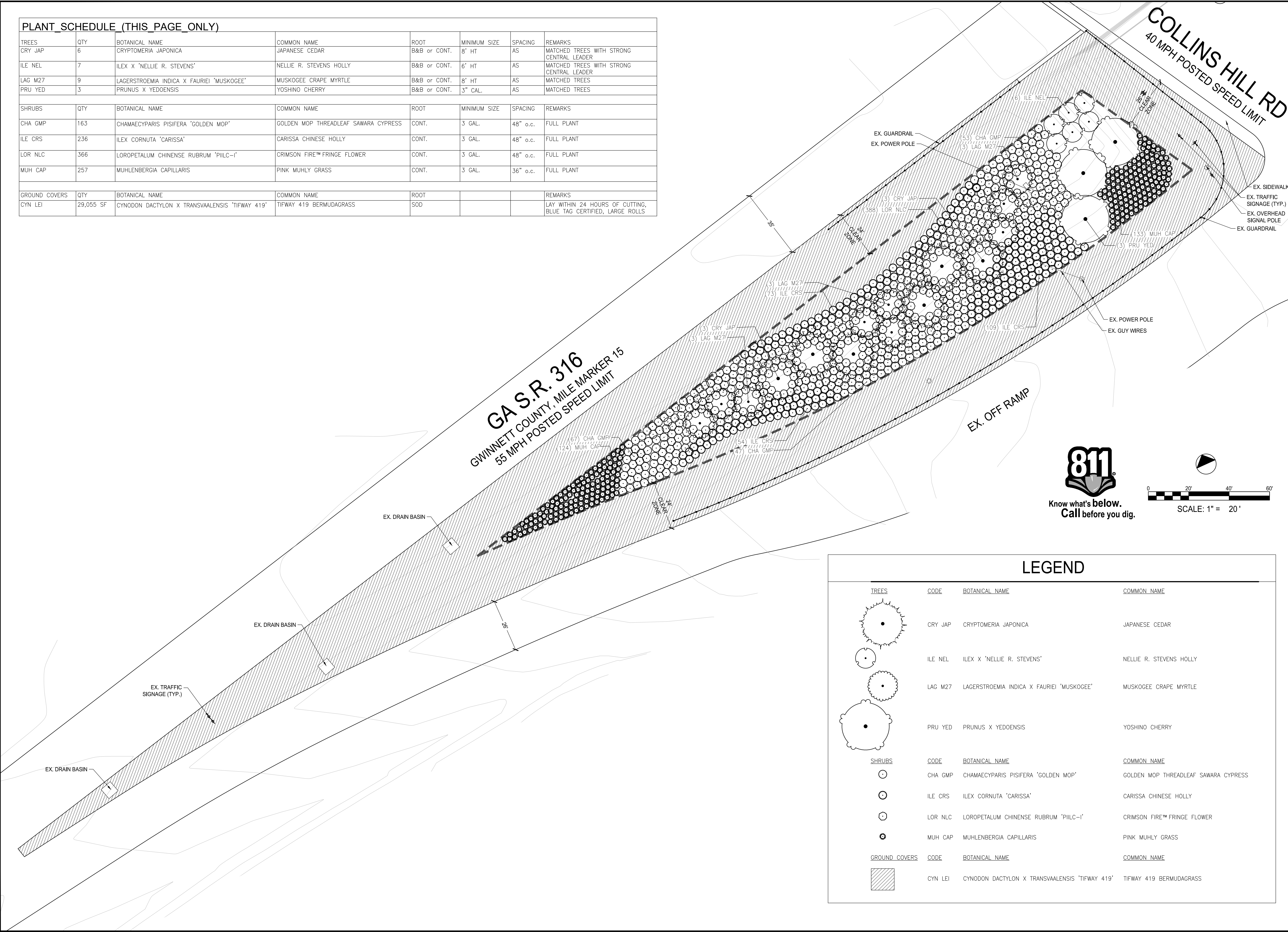
SUBMITTALS / REVISIONS	
NO.	DESCRIPTION

SHEET TITLE
LANDSCAPE PLAN

PROJECT NO. 23148	DATE 10/19/2023
DRAWN BY MTC	SCALE 1" = 20'
CHECKED BY WA	SHEET NO.

L1.02

PLANT SCHEDULE (THIS PAGE ONLY)							
TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CRY JAP	6	CRYPTOMERIA JAPONICA	JAPANESE CEDAR	B&B or CONT.	8' HT	AS	MATCHED TREES WITH STRONG CENTRAL LEADER
ILE NEL	7	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	B&B or CONT.	6' HT	AS	MATCHED TREES WITH STRONG CENTRAL LEADER
LAG M27	9	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	B&B or CONT.	8' HT	AS	MATCHED TREES
PRU YED	3	PRUNUS X YEDOENSIS	YOSHINO CHERRY	B&B or CONT.	3" CAL.	AS	MATCHED TREES
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CHA GMP	163	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF SAWARA CYPRESS	CONT.	3 GAL.	48" o.c.	FULL PLANT
ILE CRS	236	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY	CONT.	3 GAL.	48" o.c.	FULL PLANT
LOR NLC	366	LOROPETALUM CHINENSE RUBRUM 'PIILC-I'	CRIMSON FIRE™ FRINGE FLOWER	CONT.	3 GAL.	48" o.c.	FULL PLANT
MUH CAP	257	MUHLBERGIA CAPILLARIS	PINK MUHLY GRASS	CONT.	3 GAL.	36" o.c.	FULL PLANT
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CYN LEI	29,055 SF	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS	SOD			LAY WITHIN 24 HOURS OF CUTTING, BLUE TAG CERTIFIED, LARGE ROLLS



LEGEND			
TREES	CODE	BOTANICAL NAME	COMMON NAME
	CRY JAP	CRYPTOMERIA JAPONICA	JAPANESE CEDAR
	ILE NEL	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY
	LAG M27	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE
	PRU YED	PRUNUS X YEDOENSIS	YOSHINO CHERRY
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	CHA GMP	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF SAWARA CYPRESS
	ILE CRS	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY
	LOR NLC	LOROPETALUM CHINENSE RUBRUM 'PIILC-I'	CRIMSON FIRE™ FRINGE FLOWER
	MUH CAP	MUHLBERGIA CAPILLARIS	PINK MUHLY GRASS
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME
	CYN LEI	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS

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SR 316/COLLINS HILL ROAD LANDSCAPE
CITY OF LAWRENCEVILLE
LAWRENCEVILLE
GA

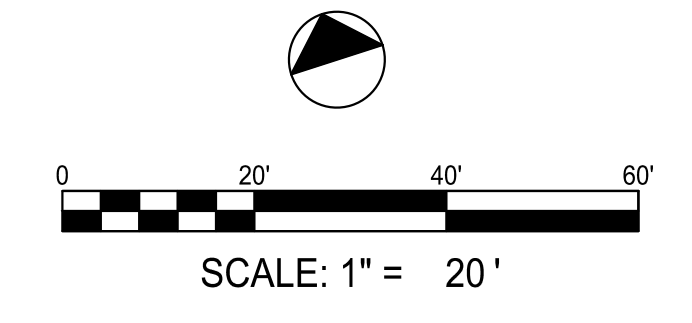
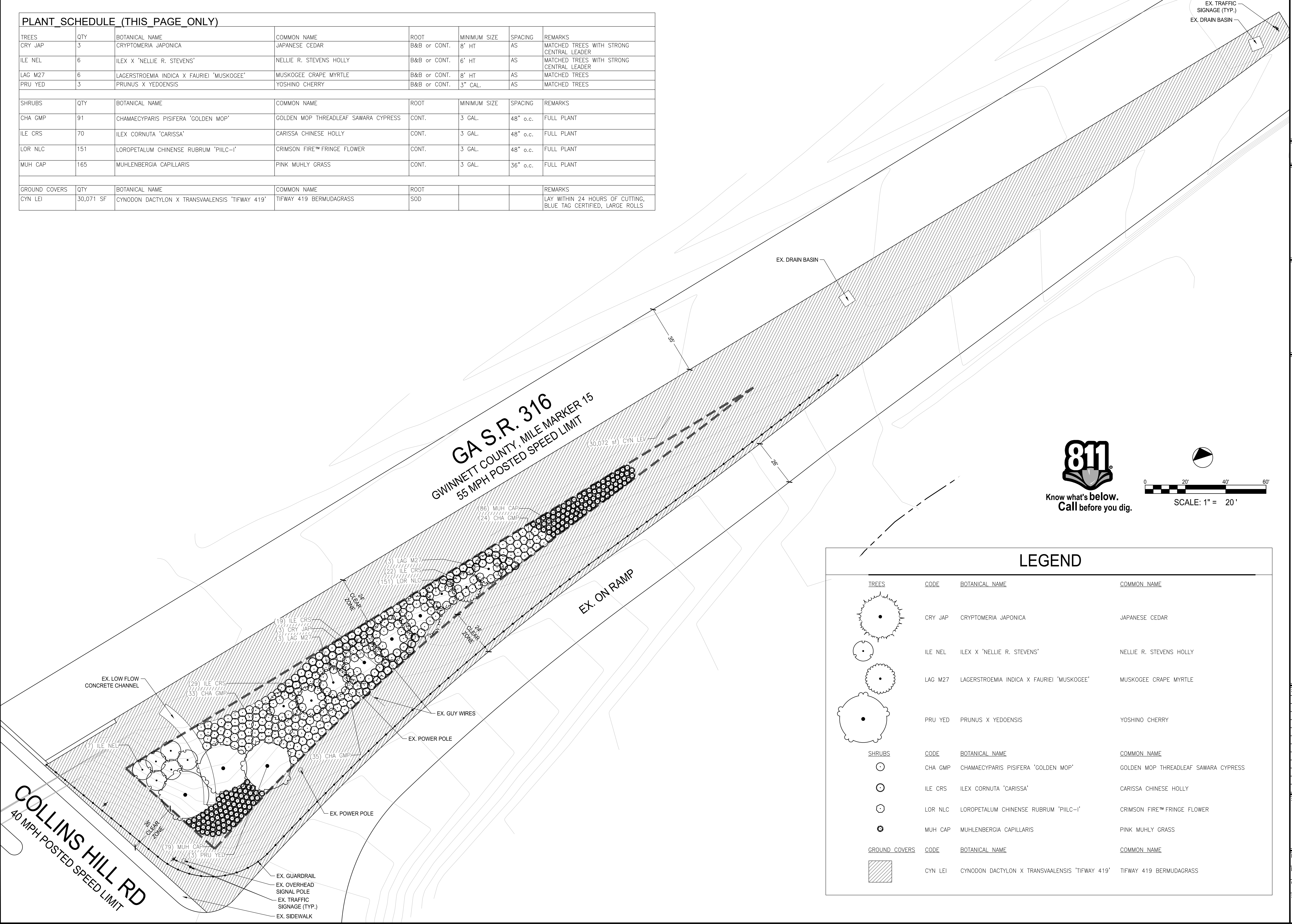
SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE
LANDSCAPE PLAN

PROJECT NO. 23148	DATE 10/19/2023
DRAWN BY MTC	SCALE 1" = 20'
CHECKED BY WA	SHEET NO.

L1.01

PLANT SCHEDULE (THIS PAGE ONLY)							
TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CRY JAP	3	CRYPTOMERIA JAPONICA	JAPANESE CEDAR	B&B or CONT.	8' HT	AS	MATCHED TREES WITH STRONG CENTRAL LEADER
ILE NEL	6	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	B&B or CONT.	6' HT	AS	MATCHED TREES WITH STRONG CENTRAL LEADER
LAG M27	6	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	B&B or CONT.	8' HT	AS	MATCHED TREES
PRU YED	3	PRUNUS X YEDOENSIS	YOSHINO CHERRY	B&B or CONT.	3" CAL.	AS	MATCHED TREES
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CHA GMP	91	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF SAWARA CYPRESS	CONT.	3 GAL.	48" o.c.	FULL PLANT
ILE CRS	70	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY	CONT.	3 GAL.	48" o.c.	FULL PLANT
LOR NLC	151	LOROPETALUM CHINENSE RUBRUM 'PIILC-I'	CRIMSON FIRE™ FRINGE FLOWER	CONT.	3 GAL.	48" o.c.	FULL PLANT
MUH CAP	165	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	CONT.	3 GAL.	36" o.c.	FULL PLANT
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CYN LEI	30,071 SF	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS	SOD			LAY WITHIN 24 HOURS OF CUTTING, BLUE TAG CERTIFIED, LARGE ROLLS



LEGEND			
TREES	CODE	BOTANICAL NAME	COMMON NAME
	CRY JAP	CRYPTOMERIA JAPONICA	JAPANESE CEDAR
	ILE NEL	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY
	LAG M27	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE
	PRU YED	PRUNUS X YEDOENSIS	YOSHINO CHERRY
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	CHA GMP	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF SAWARA CYPRESS
	ILE CRS	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY
	LOR NLC	LOROPETALUM CHINENSE RUBRUM 'PIILC-I'	CRIMSON FIRE™ FRINGE FLOWER
	MUH CAP	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME
	CYN LEI	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS

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ATTACHMENT A
A.2 STIPULATIONS

No stipulations.

ATTACHMENT B
B.1. BUDGET



LAWRENCEVILLE GA SR 316 AND COLLINS HILL RD LANDSCAPE
 OPINION OF PROBABLE COST
 11/1/2023

Project No.23148

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	SUBTOTAL	NOTES
CONSTRUCTION COSTS					
GENERAL SITE					
DEMOLITION/ WASTE DISPOSAL	1	LS	\$10,000.00	\$ 10,000.00	BUDGET
BED PREP	25,000	SF	\$1.00	\$ 25,000.00	BUDGET
TRAFFIC CONTROL	1	LS	\$8,000.00	\$ 8,000.00	BUDGET
GENERAL SITE SUBTOTAL				\$ 43,000.00	
LANDSCAPE					
JAPANESE CEDAR	9	EA	\$750.00	\$ 6,750.00	BUDGET, INCLUDES INSTALL
NELLIE R. STEVENS HOLLY	13	EA	\$750.00	\$ 9,750.00	BUDGET, INCLUDES INSTALL
MUSKOGEE CRAPE MYRTLE	15	EA	\$750.00	\$ 11,250.00	BUDGET, INCLUDES INSTALL
YOSHINO CHERRY	6	EA	\$750.00	\$ 4,500.00	BUDGET, INCLUDES INSTALL
GOLDEN MOP	254	EA	\$45.00	\$ 11,430.00	BUDGET, INCLUDES INSTALL
CARISSA HOLLY	306	EA	\$45.00	\$ 13,770.00	BUDGET, INCLUDES INSTALL
CRIMSON FIRE FRINGE FLOWER	517	EA	\$45.00	\$ 23,265.00	BUDGET, INCLUDES INSTALL
PINK MUHLY GRASS	422	EA	\$40.00	\$ 16,880.00	BUDGET, INCLUDES INSTALL
SOD	59,126	SF	\$1.00	\$ 59,126.00	BUDGET, INCLUDES INSTALL
AMENITIES SUBTOTAL				\$ 128,971.00	
CONSTRUCTION COST SUBTOTAL				\$ 171,971.00	
CONTRACTOR FEES & OVERHEAD (10% SD)				\$ 17,197.10	
DESIGN CONTINGENCY (20% SD)				\$ 34,394.20	
CONSTRUCTION COST TOTAL				\$ 223,562.30	
RECOMMENDED CONSTRUCTION COST BUDGET				\$ 225,000.00	

NOTES:

1. Unless otherwise noted, all unit prices reflect the furnishing of all labor, mobilization, materials, supplies, services, etc. and all items of cost, overhead, profit, insurance, taxes, fees permits, etc.

ATTACHMENT B

B.2. GRANT AMOUNT ADJUSTMENT NOTES

No grant amount adjustment.

ATTACHMENT C
SAMPLE INVOICE & COVER LETTER

INVOICE COVER LETTER FOR REIMBURSEMENT

To: Georgia Department of Transportation:
Email: APIInvoices@dot.ga.gov ****Preferred Method****
Mail: Georgia Department of Transportation
PO Box 746459
Atlanta, GA 30374-6459
404-631-1397

CONTRACT ID # 48400-410-IGOMT2402493

P.O. # _____

Project No.: A000848

P.I. No.: A000848

Total Grant Amount: \$ _____

Org ID # 4846200000



Please provide reimbursement for our according to the charging information above in the amount of :

Invoice No. _____

County: _____

F.E.I.N. _____

Submitted By GRANTEE
ADDRESS _____

CITY STATE ZIP CODE

By signature below, I hereby certify that the above amount, supported by the attached detail statements, is for work completed on the above project. Reimbursement for the GDOT share of this invoice is requested.

Date:

Contact Signature – Grantee

Attachment D
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT/

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Address:	
Solicitation/Contract No.:	
Solicitation /Contract Name:	

CONTRACTOR AFFIDAVIT

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

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

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

 Date of Authorization

 Name of Contractor

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

 Printed Name (of Authorized Officer or Agent of
 Contractor)

 Title (of Authorized Officer or Agent of
 Contractor)

 Signature (of Authorized Officer or Agent)

 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON

 Notary Public

[NOTARY SEAL]

My Commission Expires: _____



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Sub-Contractor's (Your) Name	
Sub-Contractor's Address:	
Solicitation/Contract No.:	
Solicitation /Contract Name:	

SUB-CONTRACTOR AFFIDAVIT

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

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b).

Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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

Date of Authorization

Name of Sub-Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Title (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON

Notary Public

[NOTARY SEAL]

My Commission Expires: _____
Revised 7/24/2018

ATTACHMENT E
SECTION 202

Section 202—Random Clearing and Grubbing

202.1 General Description

This work includes clearing and grubbing borrow and material pits. See Subsection 107.23. It also includes such ditch inlets, outlets, channel changes, and easement areas where clearing and grubbing are required but not shown on the plans.

202.1.01 Definitions

General Provisions 101 through 150.

202.1.02 Related References

A. Standard Specifications

Section 107—Legal Regulations and Responsibility to the Public

Section 201—Clearing and Grubbing Right-of-Way

B. Referenced Documents

General Provisions 101 through 150.

202.1.03 Submittals

General Provisions 101 through 150.

202.2 Materials

General Provisions 101 through 150.

202.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

202.3 Construction Requirements

202.3.01 Personnel

General Provisions 101 through 150.

202.3.02 Equipment

General Provisions 101 through 150.

202.3.03 Preparation

General Provisions 101 through 150.

202.3.04 Fabrication

General Provisions 101 through 150.

202.3.05 Construction

Perform the work according to Section 201.

202.3.06 Quality Acceptance

General Provisions 101 through 150.

202.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

202.4 Measurement

The area of completed and accepted clearing and grubbing is measured in acres (hectares). Only the area cleared and grubbed as shown on the Plans or as designated by the Engineer is measured.

The Department will make no separate payment for removing grass, weeds, debris, small underbrush, other vegetation from cultivated lands, and isolated trees or stumps. Include the cost for removing these items in the price bid for other Pay Items.

202.4.01 Limits

General Provisions 101 through 150.

202.5 Payment

The Department will pay for Clearing and Grubbing and Clearing at the Contract Unit Price per acre (hectare), which is full compensation for all work specified.

Payment will be made under:

Item No. 202	Clearing and grubbing	Per acre (hectare)
Item No. 202	Clearing	Per acre (hectare)

202.5.01 Adjustments

General Provisions 101 through 150.

ATTACHMENT F
SECTION 700

Section 700—Grassing

700.1 General Description

This work includes preparing the ground, furnishing, planting, seeding, fertilizing, sodding, and mulching disturbed areas within the Right-of-Way limits and easement areas adjacent to the right-of-way as shown on the plans except as designated by the Engineer to remain natural.

700.1.01 Definitions

General Provisions 101 through 150.

700.1.02 Related References

A. Standard Specifications

Section 160—Reclamation of Material Pits and Waste Areas

Section 163—Miscellaneous Erosion Control Items

Section 718—Wood Fiber

Section 822—Emulsified Asphalt

Section 882—Lime

Section 890—Seed and Sod

Section 891—Fertilizers

Section 893—Miscellaneous Planting Materials

Section 895—Polyacrylamide

B. Referenced Documents

QPL 33

QPL 84

700.1.03 Submittals

Submit manufacturer's product expiration date along with written instructions to ensure proper application, safety, storage, and handling of Polyacrylamide products used in the work.

700.2 Materials

Use materials that meet the requirements of the following specifications:

Material	Section
Wood Fiber Mulch	718.2
Agricultural Lime	882.2.01
Seed	890.2.01
Sod	890.2.02
Fertilizer	891.2.01
Plant Topsoil	893.2.01
Mulch	893.2.02
Inoculants	893.2.04

Material	Section
Tackifiers	QPL 33
Anionic Polyacrylamide	QPL 84 & Section 895

A. Seeds

Whenever seeds are specified by their common names, use the strains indicated by their botanical names.

B. Water

Obtain the water for grassing from an approved source. Use water free of harmful chemicals, acids, alkalies, and other substances that may harm plant growth or emit odors. Do not use salt or brackish water.

C. Agricultural Lime

Agricultural lime rates will be based on a laboratory soil test report. The Contractor is responsible for ensuring the tests are performed by an approved laboratory. Provide a copy of test results to the Engineer. Refer to Section 882 Lime and GSP 18 of the Sampling and Testing Inspection manual for additional information on rates, use, handling and sampling procedures.

D. Fertilizer Mixed Grade

Fertilizer analysis and rates will be based on a laboratory soil test report. The Contractor is responsible for ensuring the tests are performed by an approved laboratory. Provide a copy of test results to the Engineer. Refer to Section 891 Fertilizer and GSP 18 of the Sampling and Testing Inspection manual for additional information on rates, use, handling and sampling procedures.

E. Mulch

Use straw or hay mulch according to Subsection 700.3.05.G.

Use wood fiber mulch in hydroseeding according to Subsection 700.3.05.F.1.

700.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

700.3 Construction Requirements**700.3.01 Personnel**

General Provisions 101 through 150.

700.3.02 Equipment

Use grassing equipment able to produce the required results.

Never allow the grading (height of cut) to exceed the grassing equipment's operating range.

A. Mulch Material Equipment

Use mulching equipment that uniformly cuts the specified materials into the soil to the required control depth.

B. Hydroseeding Equipment

For hydroseeding equipment, see Subsection 700.3.05.F.

700.3.03 Preparation

General Provisions 101 through 150.

700.3.04 Fabrication

General Provisions 101 through 150.

700.3.05 Construction

Follow the planting zones, planting dates, types of seed, seed mixtures, and application rates described throughout this Section. The Engineer has the authority to alter the planting dates as set forth by a period of 2 weeks. This 2-week period may be applied to either the beginning of the specified planting and/or to the end of the end of the specified planting season.

In general:

- Obtain the Engineer's approval before changing the ground cover type.
- Do not use annual rye grass seeds with permanent grassing.
- Follow the planting zones indicated on the Georgia State Planting Zone Map, below.
- Sod may be installed throughout the year, weather permitting.
- For permanent grassing, apply the combined amounts of all seeds for each time period within each planting zone and roadway location listed in the Seeding Table, below. Do not exceed the amounts of specified seed.

Planting Zone Map



NON-NATIVE GRASS SEEDING TABLE 1

(Temporary and Permanent Seed Types for Shoulders, Medians and Slopes 3:1 or Flatter)

Common Name	Botanical Name	Class/Type	Rate/Acre	Planting Zone	Planting Dates
Common Bermuda Grass (Hulled)	<i>Cynodon dactylon</i>	Required Permanent Grass	10 (11)	1	April 16 – August 31
Common Bermuda Grass (Unhulled)			10 (11)		
Common Bermuda Grass (Hulled)	<i>Cynodon dactylon</i>	Required Permanent Grass	10 (11)	2,3,4	April 1 – October 15
Common Bermuda Grass (Unhulled)			10 (11)		
Bahaia Grass	<i>Paspalum motatum</i>		10 (11)		
Rye Grass, Millet, Cereal Grass (Oats)	<i>Lolium penne</i> ssp. <i>Multiflorum</i> , <i>Echinochloa cursgalli</i> , <i>Avena sativa</i>	Temporary Grass	50 (56)	1	September 1- April 15
Rye Grass, Millet, Cereal Grass (Oats)	<i>Lolium penne</i> ssp. <i>Multiflorum</i> , <i>Echinochloa cursgalli</i> , <i>Avena sativa</i>	Temporary Grass	50 (56)	2,3,4	October 16- March 31

NON-NATIVE SEEDING TABLE 2

(Temporary and Permanent Seed Types for back slopes, fill slopes and areas which will not be subject to frequent mowing, slopes steeper than 3:1)

Common Name	Botanical Name	Class/Type	Rate/Acre	Planting Zone	Planting Dates
Interstate Lespedeza	<i>Lespedeza sericea</i>	Permanent Grass	50(56)	1,2	March 1 – August 31
Weeping Lovegrass	<i>Eragrostis curvula</i>	Temporary Grass	10(11)		
Interstate Lespedeza	<i>Lespedeza sericea</i>	Permanent Grass	75(84)	1,2	September 1- February 28
Tall Fescue	<i>Festuca arundinacea</i>	Temporary Grass	50(56)		
Interstate Lespedeza	<i>Lespedeza sericea</i>	Permanent Grass	50(56)	3,4	April 1 – October 31
Weeping Love Grass	<i>Eragrostis curvula</i>	Temporary Grass	10(11)		
Interstate Lespedeza	<i>Lespedeza sericea</i>	Permanent Grass	50(56)	3,4	November 1 – March 31
Weeping Love Grass	<i>Eragrostis curvula</i>	Temporary Grass	10(11)		

NATIVE GRASS SEEDING TABLE 3**For Non-mowable Slopes or Areas Designated as Permanent Native Grass Plots.**

(Plant native seed mixes on back slopes, fill slopes and areas which will not be subject to frequent mowing (slopes steeper than 3:1).

Common Name	Botanical Name	Class/Type	Rate/Acre	Planting Zone	Planting Dates
Canada Wild Rye	<i>Elymus canadensis</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
Virginia Wild Rye	<i>Elymus virginicus</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
Bottle-brush Grass	<i>Hystrix patula</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
Little Bluestem	<i>Schizachyrium scoparium</i> (<i>Andropogon scoparius</i>)	Warm Season	Minimum 2 (2)	1,2,3,4	March 31- August 31
Indiangrass	<i>Sorghastrum nutans</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31- August 31
Eastern Gama Grass	<i>Tripsacum dactyloides</i>	Warm Season	Minimum 2 (2)	1,2,3,4,1,2,3,4	March 31- August 31
Rice Cut Grass	<i>Leersia oryzoides</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31- August 31
Deertongue	<i>Panicum clandestinum</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31- August 31
Switchgrass	<i>Panicum virgatum</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31- August 31
Woolgrass	<i>Scirpus cyperinus</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
River Oats	<i>Chasmanthium latifolium</i>	Cool Season	Minimum 2 (2)	1,2,3,4	October 31 - March 31
Purple Top	<i>Tridens flavus</i>	Warm Season	Minimum 2 (2)	1,2,3,4	March 31- August 31

See plan sheets/plant lists for detailed native restoration and riparian mitigation seed mix combinations to be applied at a minimum rate total of 10 (11) lbs. per acre (kg/hectare) for each combined mix. If the mix is not provided in the plan sheets, use a minimum of 3 species based on planting dates shown above.

HERBACEOUS PLANT SEEDING TABLE 4

(Approved for Riparian Mitigation or for Seed Mixes on Slopes Steeper than 3:1- Requiring Permanent Planting)

Common name	Botanical name	Class/type	Rate/Acre	Planting Zone	Planting Dates
Joe Pye Weed	<i>Eupatorium fistulosum</i>	Herbaceous Perennial	Minimum 2 (2)	1,2,3,4	September 1 – May 1
Ironweed	<i>Vernonia novaboracensis</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,
White snakeroot	<i>Ageratina altissima</i> (<i>Eupatorium rugosum</i>)	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Swamp milkweed	<i>Asclepias incarnata</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,
Frost aster	<i>Aster pilosus</i> (<i>Symphotrichum pilosum</i>)	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Partridge pea	<i>Chamaecrista fasciculata</i> (<i>Cassia fasciculata</i>)	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,
Lance-leaf coreopsis	<i>Coreopsis lanceolata</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Tall coreopsis	<i>Coreopteris tripteris</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Boneset	<i>Eupatorium perfoliatum</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Sneezeweed	<i>Helenium autumnale</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Swamp sunflower	<i>Helianthus angustifolius</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,
Fringed loosestrife	<i>Lysimachia ciliata</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1

Wild bergamot	<i>Monarda fistulosa</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Mountain mint	<i>Pycnanthemum tenuifolium</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Black-eyed susan	<i>Rudbeckia hirta</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Goldenrod	<i>Solidago nemoralis</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	September 1 – May 1
Butterfly Weed	<i>Aesclepias tuberosa</i>	Herbaceous Perennial	Up to 10(11)	1,2,3,4	March 1 - August 31,

Species	Rates per 1000 sq. ft.	Rates per Acre	Planting Date By Zone		
			1 & 2	2	3 & 4
Rye (Grain)	3.9 lbs	168 lbs	8/1 - 11/30	8/15 - 12/1	9/1 - 2/28
Ryegrass	0.9 lbs	40 lbs	8/1 - 11/30	9/1 - 12/15	9/15 - 1/1
Rye & Annual Lespedeza	0.6 lbs 0.6 lbs	28 lbs 24 lbs	3/1 - 4/1	2/1 - 3/1	2/1 - 3/1
Weeping Lovegrass	0.1 lbs	4 lbs	3/15 - 6/15	3/15 - 7/15	3/15 - 7/15
Sudangrass	1.0 lbs	60 lbs	4/1 - 8/31	4/1 - 8/31	3/15 - 8/1
Browntop Millet	1.1 lbs	50 lbs	4/1 - 6/30	4/1 - 7/15	4/1 - 7/15
Wheat	3.9 lbs	168 lbs	9/1 - 12/31	9/1 - 12/31	9/15 - 1/31

For native restoration and riparian mitigation seed mix combinations, use Table 4 for approved native herbaceous seed types in combination with Table 3 of native grass seeds. Native restoration and riparian seed mixes should incorporate a mix of 60% native grass types (see Table 3) and 40% native herbaceous types (see Table 4) applied at a minimum rate total of 10 (11) lbs. per acre (kg/hectare) for each combined mix.

TABLE 5: TEMPORARY GRASS - SPECIES, SEEDING RATES AND PLANTING DATES

When stage construction or other conditions prevent completing a roadway section continuously, apply temporary grassing to control erosion. Temporary grassing is used to stabilize disturbed areas for more than sixty (60) calendar days. Temporary grass may be applied any time of the year, utilizing the appropriate seed species and application rate as shown in the chart above. Apply mulch to areas planted in temporary grass at the rate of ¼ inch to 1.5 inches. Do not place slope mats on areas planted in temporary grass.

A. Ground Preparation

Prepare the ground by plowing under any temporary grass areas and preparing the soil as follows:

1. Slopes 3:1 or Flatter

On slopes 3:1 or flatter, plow shoulders and embankment slopes to between 4 in. and 6 in. (100 mm and 150 mm) deep.

Plow front and back slopes in cuts to no less than 6 in. (150 mm) deep. After plowing, thoroughly disk the area until pulverized to the plowed depth.

2. Slopes Steeper Than 3:1

Serrate slopes steeper than 3:1 according to plan details when required.

On embankment slopes and cut slopes not requiring serration (sufficient as determined by the Engineer), prepare the ground to develop an adequate seed bed using any of the following methods as directed by the Engineer:

- Plow to a depth whatever depth is practicable.
- Use a spiked chain.
- Walk with a cleated track dozer.
- Scarify.

Disking cut slopes and fill slopes is not required.

3. All Slopes**a. Obstructions**

Remove boulders, stumps, large roots, large clods, and other objects that interfere with grassing or may slide into the ditch.

b. Topsoil

Spread topsoil stockpiled during grading evenly over cut and fill slopes after preparing the ground.

Push topsoil from the top over serrated slopes. Do not operate equipment on the face of completed serrated cuts.

4. Native Restoration Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas.

For Permanent Grassing in native restoration areas, multitrophic native planting areas, riparian areas, stream restoration areas, and wetland and stream mitigation areas, provide the minimum ground preparation necessary to provide seed to soil contact. Riparian areas may also be seeded using the no-till method. The no-till method is defined by planting permanent grass seeds using a drill-type seeder over existing vegetation without plowing or tilling soil. Ensure that existing vegetation is less than 3 inches in height (this may be achieved by mowing or using a mechanical string trimmer).

B. Grassing Adjacent to Existing Lawns

When grassing areas adjacent to residential or commercial lawns, the Engineer shall change the plant material to match the type of grass growing on the adjacent lawn. The Contract Unit Price will not be modified for this substitution.

C. Temporary Grassing

Apply temporary grassing according to Subsection 163.3.05.F. Determine lime requirements by a laboratory soil test. Refer to seeding Table 5 for species, amounts of seed and planting dates.

In March or April of the year following planting and as soon as the weather is suitable, replace all areas of temporary grass with permanent grass by plowing or overseeding using the no-till method. If the no-till method is used, ensure that temporary grass is less than 3 in. in height (this may be achieved by mowing). Additional mulch will be required only if the temporary grass does not provide adequate mulch to meet the requirements of Subsection 700.3.05.G, *Mulching*.

Temporary grass, when required, will be paid for according to Section 163.

Projects that consist of asphalt resurfacing with shoulder reconstruction and/or shoulder widening: Type II Wood Fiber Blanket is used to stabilize disturbed areas, no till seeding will be used when permanent grassing is applied and the areas will not be re-disturbed.

D. Applying Agricultural Lime and Fertilizer Mixed Grade

Apply and mix lime and fertilizer as follows:

1. Agricultural Lime

Uniformly spread agricultural lime on the ground at the approximate rate determined by the laboratory soil test.

- a.** Agricultural Lime may be used as filler material in mixed grade fertilizer in lieu of inert material. The use of agricultural lime as filler material is to be shown on the fertilizer bag or invoice from the supplier. Do not deduct any amount of fertilizer when lime is used as filler.

2. Fertilizer Mixed Grade

Uniformly spread the fertilizer selected according to Subsection 700.2.D over the ground or by use of hydroseeding.

For bid purposes base estimated quantities on an initial application of 400 lb./acre of 19-19-19.

3. Mixing

Before proceeding, uniformly work the lime and fertilizer into the top 4 in. (100 mm) of soil using harrows, rotary tillers, or other equipment acceptable to the Engineer.

On cut slopes steeper than 3:1, other than serrated slopes, reduce the mixing depth to the maximum practical depth as determined by the Engineer.

Omit mixing on serrated slopes.

4. Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas

Omit the application of lime and fertilizer within riparian areas.

E. Seeding

Prepare seed and sow as follows:

1. Inoculation of Seed

Inoculate each kind of leguminous seed separately with the appropriate commercial culture according to the manufacturer's instructions for the culture.

When hydroseeding, double the inoculation rate.

Protect inoculated seed from the sun and plant it the same day it is inoculated.

2. Sowing

Weather permitting, sow seed within 24 hours after preparing the seed bed and applying the fertilizer and lime.

Sow seed uniformly at the rates specified in the seeding tables. Use approved mechanical seed drills, rotary hand seeders, hydroseeding equipment, or other equipment to uniformly apply the seed. Do not distribute by hand.

To distribute the seeds evenly sow seed types separately, except for similarly sized and weighted seeds. They may be mixed and sown together.

Do not sow during windy weather, when the prepared surface is crusted, or when the ground is frozen, wet, or otherwise non-tillable.

3. Overseeding

Temporary grass areas that were prepared in accordance with Subsection 700.3.05.A, may be overseeded using the no-till method. The no-till method is defined by planting permanent grass seeds using a drill-type seeder over existing temporary grass without plowing or tilling soil and in accordance with Subsection 700.3.05.C.

4. Riparian Seed Mix shall be used when specified in the plans. A mix of at least three (3) species from Seeding Table 3 (Native Grasses) and at least two (2) species from Seeding Table 4 (Approved Riparian Mitigation - Herbaceous Plants). The seed, shall be applied as Permanent Grassing within those areas designated on the plans. The kinds of seed, shall be used according to the appropriate Planting Dates given in the tables.

F. Hydroseeding

Hydroseeding may be used on any grassing area. Under this method, spread the seed, fertilizer, and wood fiber mulch in the form of a slurry. Seeds of all sizes may be mixed together. Apply hydroseeding as follows:

1. Use wood fiber mulch as a metering agent and seed bed regardless of which mulching method is chosen. Apply wood fiber mulch at approximately 500 lbs./acre (560 kg/ha).
2. Prepare the ground for hydroseeding as for conventional seeding in Subsection 700.3.05.A.
3. Use specially designed equipment to mix and apply the slurry uniformly over the entire seeding area.
4. Agitate the slurry mixture during application.
5. Discharge slurry within one hour after being combined in the hydroseeder. Do not hydroseed when winds prevent an even application.
6. Closely follow the equipment manufacturer's directions unless the Engineer modifies the application methods.
7. Mulch the entire hydroseeded area according to Subsection 700.3.05.F.1, above, and Subsection 700.3.05.G, below. Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas may be hydroseeded. When hydroseeding in these areas only use water, seed and wood fiber mulch.

G. Mulching

Except as noted in Subsection 700.3.05.B and Subsection 700.3.05.C, apply mulch immediately after seeding areas as follows:

Areas with permanent grass seed and covered with slope mats or blankets will not require mulch.

Evenly apply straw or hay mulch between 3/4 in. and 1-1/2 in. (20 mm and 40 mm) deep, according to the texture and moisture content of the mulch material.

Mulch shall allow sunlight to penetrate and air to circulate as well as shade the ground, reduce erosion, and conserve soil moisture. If the type of mulch is not specified on the plans or in the Proposal, use any of the following as specified.

1. Mulch with Tackifier

Apply mulch with tackifier regardless of whether using ground or hydroseeding equipment for seeding.

- a. Mulch uniformly applied manually or with special blower equipment designed for the purpose. When using a blower, thoroughly loosen baled material before feeding it into the machine so that it is broken up.
- b. After distributing the mulch initially, redistribute it to bare or inadequately covered areas in clumps dense enough to prevent new grass from emerging (if required).
Do not apply mulch on windy days.
- c. Apply enough tackifier to the mulch to hold it in place. Immediately replace mulch that blows away.
If distributing the mulch by hand, immediately apply the tackifier uniformly over the mulched areas.
 - Tackifier: Use a tackifier listed in the Laboratory Qualified Products Manual and apply at the manufacturer's recommended rates.

2. Walked-in-Mulch

Apply walked-in-mulch on slopes ranging in steepness from 5:1 to 2:1 and treat as follows:

- a. Immediately walk it into the soil with a cleated track dozer. Make dozer passes vertically up and down the slope.
 - b. Where walked-in-mulch is used, do not roll or cover the seeds as specified in Subsection 700.3.05.E.3.
- 3.** Apply only wheat straw mulch on Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas after they have been seeded. The wheat straw mulch is to be applied with a maximum thickness of 1 in.

H. Sod

Furnish and install sod in all areas shown on the plans or designated by the Engineer.

1. Kinds of Sod

Use only Common Bermudagrass (*Cynodon dactylon*) or one of the following Bermudagrass varieties:

Tifway 419

Tifway II

Tift 94

Tifton 10

Midlawn

Midiron

GN-1

Vamont

No dwarf Bermuda types shall be used. Sod shall be nursery-grown and be accompanied with a Georgia Department of Agriculture Live Plant License Certificate or Stamp. Sod shall consist of live, dense, well-rooted material free of weeds and insects as described by the Georgia Live Plant Act.

2. Type and Size Of Sod:

Furnish either big roll or block sod. Ensure that big roll sod is a minimum of 21 in. wide by 52 ft. long. Minimum dimensions for block sod are 12 in. wide by 22 in. long. Ensure all sod consists of a uniform soil thickness of not less than 1 in.

3. Ground Preparation

Excavate the ground deep enough and prepare it according to Subsection 700.3.05.A to allow placing of sod. Spread soil, meeting the requirements of Subsection 893.2.01, on prepared area to a depth of 4 in.

4. Application of Lime and Fertilizer

Apply lime and fertilizer according to Subsection 700.3.05.D within 24 hours prior to installing sod.

5. Weather Limitation

Do not place sod on frozen ground or where snow may hinder establishment.

6. Install Sod

Install Sod as follows:

- Place sod by hand or by mechanical means so that joints are tightly abutted with no overlaps or gaps. Use soil to fill cracks between sod pieces, but do not smother the grass.
- Stake sod placed in ditches or slopes steeper than 2:1 or any other areas where sod slipping can occur.
- Use wood stakes that are at least 8 in (200 mm) in length and not more than 1 in. (25 mm) wide.
- Drive the stakes flush with the top of the sod. Use a minimum of 8 stakes per square yard (meter) to hold sod in place.
- Once sod is placed and staked as necessary, tamp or roll it using adequate equipment to provide good contact with soil.
- Use caution to prevent tearing or displacement of sod during this process. Leave the finished surface of sodded areas smooth and uniform.

7. Watering Sod

After the sod has been placed and rolled or tamped, water it to promote satisfactory growth. Additional watering will be needed in the absence of rainfall and during the hot dry summer months. Water may be applied by Hydro Seeder, Water Truck or by other means approved by the Engineer.

8. Dormant Sod

Dormant Bermuda grass sod can be installed. However, assume responsibility for all sod through establishment and until final acceptance.

9. Establishment

I. Application of Nitrogen

Apply nitrogen at approximately 50 lbs./acre (56 kg/ha) when specified by the Engineer after plants have grown to 2 in. (50 mm) in height.

One application is mandatory and must be applied before Final Acceptance.

Apply nitrogen with mechanical hand spreaders or other approved spreaders capable of uniformly covering the grassed areas. Do not apply nitrogen on windy days or when foliage is damp.

Do not apply nitrogen between October 15 and March 15 except in Zone 4.

1. Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas

Do not apply nitrogen to these areas.

J. Application of Polyacrylamide (PAM)

1. Prepare soil according to project plans and specifications prior to applying PAM.
2. Apply PAM according to manufacturer's recommendations and the requirements listed herein.
3. Apply Polyacrylamide (PAM) to all areas that receive permanent grassing.
4. Apply PAM (powder) before grassing or PAM (emulsion) to the hydroseeding operation.
5. Use only anionic PAM.
6. Ensure that the application method provides uniform coverage to the target and avoids drift to non-target areas including waters of the state.
7. Achieve > 80% reduction in soil loss as measured by a rainfall simulator test performed by a certified laboratory (1-hour storm duration, 3 in. (75 mm) rainfall per hour).
8. Ensure uniform coverage to the target area and minimize drift to non-target areas. Apply anionic PAM to all cut and fill slopes, permanently grassed or temporarily grassed, either prior to grassing or in conjunction with hydroseeding operations. Mulch will not be eliminated.
9. Use application rates in accordance with manufacturer's instructions.
10. Do not exceed 200 lbs./acre/year (224 kg/ha/year).
11. Do not include polyacrylamide when planting in Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas

700.3.06 Quality Acceptance

The Engineer may require replanting of an area that shows unsatisfactory growth for any reason at any time.

Except as otherwise specified or permitted by the Engineer, prepare replanting areas according to the specifications as if they were the initial planting areas. Use a soil test or the Engineer's guidance to determine the fertilizer type and application rate, then furnish and apply the fertilizer.

700.3.07 Contractor Warranty and Maintenance**A. Plant Establishment**

Before Final Acceptance, provide plant establishment of the specified vegetation as follows:

1. Plant Establishment

Preserve, protect, water, reseed or replant, and perform other work as necessary to keep the grassed areas in satisfactory condition.
2. Watering

Water the areas during this period as necessary to promote maximum growth.
3. Mowing

Mow seeded areas of medians, shoulders, and front slopes at least every 6 months. Avoid damaging desirable vegetation.

In addition, mow as necessary to prevent tall grass from obstructing signs, delineation, traffic movements, sight distance, or otherwise becoming a hazard to motorists.

Do not mow lespedezas or tall fescue until after the plants have gone to seed.

4. Do not mow riparian areas, stream restoration areas, or wetland and stream mitigation areas after planting.

B. Additional Fertilizer Mixed Grade

Apply fertilizer based on the initial soil test report at half the recommended rate each spring after initial plant establishment. For bid purposes apply 200 lbs./acre of 19-19-19. Continue annual applications until Final Acceptance. This additional fertilizer will be measured and paid for at the Contract Unit Price for fertilizer mixed grade.

Do not apply additional fertilizer to Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas.

C. Growth and Coverage

Provide satisfactory growth and coverage, ensuring that vegetation growth is satisfactory with no bare spots larger than 1 ft.² (0.1 m²). Bare spots shall comprise no more than 1 percent of any given area. An exception is given for seed not expected to have germinated and shown growth at that time.

D. Permissible Modifications

When all Items of the work are ready for Final Acceptance except for newly planted repaired areas or other areas with insufficient grass, the Contractor may fill the eroded areas or treat bare areas with sod obtained, placed, and handled according to Subsection 700.3.05.H.

Carefully maintain the line and grade established for shoulders, front slopes, medians, and other critical areas.

Sod as described above will not be paid for separately but will be an acceptable substitute for the satisfactory growth and coverage required under this specification. These areas treated with sod are measured for payment under the Item for which the sod is substituted.

700.4 Measurement

A. Permanent Grassing

Permanent Grassing will be measured for payment by the acre (hectare).

B. Mulches

Straw or hay mulch applied to permanent grassing areas will be measured by the ton (megagram). Wood fiber mulch furnished by the Contractor for permanent grassing is not measured for separate payment.

C. Quantity of Sod

Sod is measured for payment by the number of square yards (meters) , surface measure, completed and accepted.

D. Water

Water furnished and applied to promote a satisfactory growth is not measured for payment.

E. Quantity of Lime and Fertilizer Mixed Grade

Lime and fertilizer are measured by the ton (megagram). Lime used as a filler in fertilizer is measured by the ton (megagram).

F. Quantity of Nitrogen Used for Permanent Grassing

Nitrogen is measured in pounds (kilograms) based on the weight of fertilizer used and its nitrogen content.

G. Replanting and Plant Establishments

No measurement for payment is made for any materials or work required under Subsection 700.3.06 and Subsection 700.3.07.

H. Temporary Grass

Temporary grass is measured for payment by the acre (hectare) according to Section 163.

I. Seeded Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas

Seeded Native Restoration Areas, Multitropic Native Planting Areas, Riparian areas, Stream Restoration area, and Wetland and Stream Mitigation areas will be measured by the acre (hectare) and included under the pay item *Native Restoration and Riparian Seeding*.

700.4.01 Limits

General Provisions 101 through 150.

700.5 Payment

As grassing and planting progress, the Contractor will receive full measurement and payment on regular monthly estimates provided the work complies with the specifications.

A. Permanent Grassing

Permanent grassing will be paid for at the Contract Price per acre (hectare), complete and in place. Payment is full compensation for preparing the ground, seeding, wood fiber mulch, polyacrylamide, and providing plant establishment, soil tests and other incidentals.

B. Straw or Hay Mulch

Straw or hay mulch required for Permanent Grassing will be paid for according to Section 163.

C. Fertilizer Mixed Grade

Fertilizer mixed grade will be paid for at the Contract Price per ton (megagram). Payment is full compensation for furnishing and applying the material.

D. Lime

Lime will be paid for at the Contract Price per ton (megagram). Lime used as filler in fertilizer will be paid for per ton (megagram). Payment is full compensation for furnishing and applying the material.

E. Nitrogen

Nitrogen will be paid for at the Contract Price per pound (kilogram) of nitrogen content. Payment is full compensation for furnishing and applying the material.

F. Sod

1. Sod will be paid by the square yard (meter) in accordance with the following schedule of payments. Payment is full compensation for ground preparation, including addition of topsoil, furnishing and installing live sod, and for Plant Establishment.
2. 70 percent of the Contract Price per square yard will be paid at the satisfactory completion of the installation.
3. 20 percent of the Contract Price will be paid upon satisfactory review of sod which is healthy, weed free and viable at the inspection made at the end of the first spring after installation.
4. 10 percent of the contract price will be paid upon satisfactory review of sod that is healthy, weed free and viable at the Final Acceptance.

G. Temporary Grass

Temporary Grass will be paid for under Section 163.

H. Seeded Native Restoration Areas, Multitropic Native Planting Areas, Riparian Areas, Stream Restoration Areas, and Wetland and Stream Mitigation Areas

Seeded Native Restoration Areas, Multitropic Native Planting Areas, Riparian areas, Stream Restoration area, and Wetland and Stream Mitigation areas will be paid for at the Contract Price per acre (hectare), complete and in place. Payment is full compensation for preparing the ground, seeding, and providing plant establishment and other incidentals. and included under the pay item “Native Restoration and Riparian Seeding”.

Payment will be made under:

Item No. 700	Permanent grassing	Per acre (hectare)
Item No. 700	Agricultural lime	Per ton (megagram)
Item No. 700	Fertilizer mixed grade	Per ton (megagram)
Item No. 700	Fertilizer nitrogen content	Per pound (kilogram)
Item No. 700	Sod	Per square yard (meter)
Item No. 700	Native Restoration and Riparian Seeding	Per acre (hectare)

700.5.01 Adjustments

General Provisions 101 through 150.

ATTACHMENT G
SECTION 702

Section 702—Vine, Shrub, and Tree Planting

702.1 General Description

This work includes furnishing and planting vines, shrubs, trees and plants, treating regenerated areas, and environmental mitigation planting for riparian buffers and tidal marsh areas.

702.1.01 Definitions

General Provisions 101 through 150.

702.1.02 Related References

A. Standard Specifications

- Section 108—Prosecution and Progress
- Section 214—Mitigation Site Construction
- Section 700—Grassing
- Section 882—Lime
- Section 891—Fertilizers
- Section 893—Miscellaneous Planting Materials

B. Referenced Documents

- Standardized Plant Names
- ANSI A300 Part 1 Pruning Standards
- ANSI Z60.1 American Standards for Nursery Stock

702.1.03 Submittals

A. Certificates of Inspection

Submit certificates of inspection with the invoice for each shipment of plants as required by law for transportation.

File certificates with the Engineer before the material is accepted. Plants may be rejected at the site regardless of Federal or State government inspections at the place of growth.

B. Substitutions

When both primary and alternate plants are specified, use the alternate only after providing written proof that the primary plants specified are not available. In this case a Supplemental Agreement is not required to use the alternate plants.

When a primary or an alternate plant cannot be furnished, provide the Engineer written proof that neither is available. A Supplemental Agreement is required for substitute plants in this case.

Use approved substitute plants, as designated by the Engineer, equal in value to specified plants. Request substitutions at least thirty (30) days before the end of the planting season in the area.

702.2 Materials

Ensure that materials meet the requirements of the following specifications:

Material	Section
Water	700.2.B
Agricultural Lime	882.2.01
Fertilizers	891.2.01

Material	Section
Plant Topsoil	893.2.01
Landscape Mulch	893.2.02
Vines, Shrubs, Trees, and Miscellaneous Plants	893.2.03
Tree Paint	893.2.06
Prepared Plant Topsoil	893.2.07
Stakes	893.2.08
Organic Soil Additives	893.2.09

A. Plant Specifications

Furnish plants according to the plant name and specifications included on the plan sheets.

1. Plant Names

Ensure that the botanical and common names of plants specified conform to the most current edition of Standardized Plant Names, as adopted by the American Joint Committee on Horticultural Nomenclature.

2. Plants should be clearly labeled at the nursery. Labels should remain on the plants until inspected by the engineer.

3. Grades

Ensure that plants meet the grade requirements of the most current American Nursery and Landscape Association ANSI Z60.1 and any other requirements.

Caliper used for establishing plant grades or trunk sizes is measured according to the American Nursery and Landscape Association ANSI Z60.1. Plant trees with straight stems and symmetrical branches according to their natural growth. Trees with broken or damaged terminal or main stems will be rejected. There shall be a single dominant leader to the top of the all large canopy shade trees. There can be a double leader in the top 10% of the tree height.

Trees should be rooting into the root ball so that soil or media remains intact and trunk and root ball move as one when lifted, but not root bound. The trunk should bend when gently pushed and should not be loose so it pivots at or below the soil line.

There shall be no roots greater than 1/10 diameter of the trunk circling more than one-third the way around in the top half of the root ball. Roots larger than this may be cut provided they are smaller than one-third the trunk diameter.

The leaf-bearing crown should be full and uniform. Leaves should show no evidence of chlorosis, necrosis, disease or insect infestation.

B. Bare root seedlings

Use nursery-grown bare root seedlings which are a minimum of three (3) ft. (1 meter) in height above the ground with a 1/4 in. (6.35mm) caliper, and a minimum primary root length of five in. (5) unless specified differently on the plan drawings.

Use approved substitute plants, as designated by the Engineer, equal in value to specified plants. Request substitutions at least 30 calendar days before the end of the planting season in the area. Wet swale bare root *Juncus effuses* shall be fresh divisions with a full, dense root base.

C. Nursery Plants

Unless otherwise specified, use plants stock-grown in a licensed nursery under intensive care and cultivation for at least one year. The largest branches of shade trees should be spaced at least 6 inches apart. The branch system shall be normally developed and free of disease, injurious insects, disfiguring knots, sun-scald, injuries, bark abrasions, dead or dry wood, broken terminal growth, or other disfigurements. Stems should show no evidence of die-back. Ensure that proper certificates of inspection and a complete list of the nursery growers accompany nursery grown plants. See Subsection 893.2.03.

D. Approval and Selection of Materials and Work

Select materials and execute operations required under the specifications and drawings with the approval of the Engineer. Remove rejected materials from the site promptly.

702.2.01 Delivery, Storage, and Handling**A. Bare-Rooted Plants**

Protect bare root plants from drying out until planted. Uncovered roots without moisture-loss gel coating shall be exposed to air no longer than 15 minutes.

B. Balled and Burlapped Plants (B&B)

1. Burlap shall be a natural biodegradable material. Do not use synthetic burlap.
2. Replace plants rejected because of broken or loose balls, or balls of less diameter than that specified.
3. Protect the roots of balled and burlapped plants from moisture loss, unless they are planted immediately after they are delivered.
4. Plants shall be harvested with the ball of earth in which they are growing intact.

C. Container-Grown Plants

Keep container-grown plants moist but well drained until planted. Handle plants by the container or soil ball and not by the top growth.

D. Heeled-in Plants

Properly maintain heeled-in plants until they are planted. Do not allow plants to remain heeled-in over the summer or for over 30 days without the Engineer's consent.

E. Injury Prevention

Injured plants will be rejected. Protect tops of shrubs and trees while in transit to prevent windburn.

F. Live Willow Stake Material

Live stakes shall be moistened, capable of rooting, without injury and stripped of all stems and leaves with a minimum of scarring. The stakes shall be from 5 to 8 ft. (1.5m to 2.4m) in length with a basal end of 0.5 to 1.5 in. (1.27cm to 3.8cm) in diameter. The top ends shall be blunt and cut square and the butt ends angled.

702.3 Construction Requirements**702.3.01 Personnel**

General Provisions 101 through 150.

702.3.02 Equipment

General Provisions 101 through 150.

702.3.03 Preparation**A. Inspect Plant Material before Digging**

The Engineer will inspect trees or plants from the bidder's source for acceptability and conformity to specification requirements for approval by the Engineer. When rejecting the trees or plants, the Engineer reserves the right to pursue and examine other sources of plants to find acceptable specimens. This change will not constitute an increase in cost to the State.

B. Clear and Grub

Clear and grub the planting area before planting or beginning to prepare the plant bed, unless noted differently on the plans. See Section 201.

C. Prepare Plant Bed

Prepare for planting as follows:

1. Planting Limits

Stake planting limits according to plan details and the Engineer. Have the Engineer approve the method of plant identification before planting.

For median plantings, keep any woody plant a minimum of 3 ft. (1m) from the edge of the plant bed to avoid vegetative growth into the roadway.

For stream buffers identified as “Stream Buffer” or “wet swales”, on plans, the plant species shall be planted in a random, intermixed manner throughout the entire planting area. At the edges of the planting zone, keep new plants a minimum of 8 ft. (2.4m) from existing trees or permanent structures.

2. Applications of Soil Additives

- a.** Apply fertilizer and lime to the plant bed according to the soil test report.
- b.** Spread an organic soil additive, (See Subsection 893.2.09), evenly throughout the designated area to at least 2 in. (50 mm) deep. Thoroughly dig it into the soil to at least 6 in. (150 mm) deep using a rotary hoe type tiller or other equipment that evenly mixes the soil, lime, fertilizer, and organic soil additive.
- c.** Till the area until the surface is smooth and free of weeds, roots, rocks, and other debris, to the satisfaction of the Engineer.
- d.** If the planting area lies within a multitrophic native planting area, stream buffer, wetland, wet swale, or marsh the addition of fertilizer or lime is prohibited.

702.3.04 Fabrication

General Provisions 101 through 150.

702.3.05 Construction**A. Seasonal Limitations for Planting**

For geographic seasonal limitations, refer to the Planting Zones Map found in Subsection 700.3.05. Plant in Zones 1 and 2 between October 15 and March 15. Plant in Zones 3 and 4 between November 1 and January 1.

B. Planting Operations

Plant using the method called for on the details and plan sheets. Before beginning planting of each area, have available the necessary materials including prepared plant topsoil (see Subsection 893.2.07), water, stakes, and mulch. Plants shall be installed as straight/upright as possible. Any plants found to be leaning or broken will not be accepted or paid for by the engineer.

When seasonal limitations and weather conditions permit, continuously water, mulch, guy, provide tree guards, and stake as indicated on the plans and details until completing the last operation.

After completing planting, provide a method for retaining water adjacent to the plant according to the details shown on the plans or as directed by the Engineer.

Protect marsh restoration areas from vehicles and machinery. Typical protective barriers are not to be used in tidal areas. Stakes that remain secure and are taller than the highest tide, flagged with highly visible flagging tape, are required to mark the area to be protected and off-limits for vehicles and machinery.

3. Planting by the Pit Method**a. Placing Bare-Rooted Plants**

Plant bare-rooted plants delivered to the pit area. Protect roots from drying out until placing them in the pit.

- 1)** Center plants in pits and spread roots as they originally grew.
- 2)** Cover and prepare the topsoil according to details shown on the plans.

b. Placing Balled and Burlapped Plants

Immediately plant these plants after they are delivered to the pit site.

- 1) The pit diameter shall be a minimum of 3 times the diameter of the rootball. Center the ball in the prepared pit, leaving the top of the ball 1 in (25 mm) above the top of the ground for settlement.
 - 2) Cut away and remove the top 1/3 of burlap from the rootball. Cut all ropes and twine, pull the nails, and drop the remaining burlap to the bottom of the hole. Cut away and remove all wire from the root ball.
 - 3) Partially fill the pit with prepared plant topsoil and compact the soil enough to hold the ball firmly. Add mycorrhizal inoculant to plant topsoil if specified in plans.
- c. Placing Container-Grown Plants
- 1) When the container is delivered to the pit site, split the container from top to bottom and carefully remove the plant.
 - 2) The pit diameter shall be a minimum of 3 times the diameter of the rootball. Spread into the hole any major roots growing around the container or prune them to remove any circular growth.
 - 3) Place the ball in the center of the prepared pit, leaving the top of the ball 1 in. (25 mm) above the top of the ground for settlement.
 - 4) Partially fill the pit with prepared plant topsoil and compact the soil enough to hold the ball firmly. Add mycorrhizal inoculant to plant topsoil if specified in plans.
- d. Completing Pit Plantings
- After placing pit plantings, water plants thoroughly the same day regardless of weather or soil moisture conditions.
- 1) After the water has soaked in, add prepared plant topsoil and compact firmly up to 2 in. (50mm) below the adjacent ground.
 - 2) Stop compacting when the compacted prepared topsoil is 2 in (50 mm) below the adjacent ground.
 - 3) Fill the remainder of each pit with loose, prepared plant topsoil according to the details shown on the plans.
 - 4) Prepare the loose topsoil to retain water adjacent to the plant according to the Plans or as directed by the Engineer.
- e. Live Stake Plantings
- 1) Plant live willow stakes at four (4) ft. (1.2m) intervals or as indicated on the drawings with the buds facing upward.
 - 2) Eighty (80) percent of the stake shall be installed below ground, leaving twenty (20) percent extending above ground.
 - 3) Stakes shall be placed deep enough to reach the water table during the dry season at an angle perpendicular to the slope.
 - 4) Pack soil firmly around the hole after installation.
 - 5) Install live willow (*Salix spp.*) stakes only in the dormant season, according to the planting details and landscape plan notes.
 - 6) Replace any live stakes that split during installation.
4. Planting using a Dibble, Hoedad, or Reinforced Planting Shovel for Wet Swale and Bare Root Seedlings.
- Planting shall only be done when there is adequate moisture in the ground and when the ground is not frozen. Provide proper root positioning and contact with the soil and eliminate all air pockets around roots. Roots of seedlings shall not be pinched or bent in a sideways or upturned direction.
- Each tree, division, or seedling shall be inserted into the hole such that the root collar of the tree will be at ground level after backfilling is complete. Allowance for burying the root collar below ground level shall not exceed one-half inch in depth. In no case shall planting result in the root collar remaining above ground level. The soil back-filled around the root system shall be compacted sufficiently to support the plant. Mow or use a

string trimmer to a height of 1 in. (25 mm) in the area designated for restoration. Do not trim wet swales or retention basins where standing water is present.

Grass the area designated for restoration with a native restoration or riparian seed mix and apply wheat straw mulch to the area before planting seedlings.

Plant within 48 hours after mowing or string trimming the site.

5. Restoration and enhancement of tidal marsh areas are subject to possible wave energy, requiring the use of a plant anchor for each plant. See planting plan sheets and details for plant anchor and anchoring descriptions.

C. Landscape Mulching

1. For Pit Plantings

Follow these requirements when mulching for pit plantings:

- a. Where the distance between plants is 8 ft. (2.4 m) or less, spread mulch throughout and 3 ft. (900 mm) beyond the outermost plants. Where plants are more than 8 ft. (2.4 m) apart, apply mulch in a circular fashion around each plant, forming a ring 5 ft. (1.5 m) in the outside diameter.
 - b. If plant pits are greater than 5 ft. (1.5 m) in diameter, ensure that the mulch extends out to cover the berm as shown in the planting details on the plans.
 - c. Apply mulch within 3 days of planting at least 4 in. (100 mm) in depth to obtain a compacted depth of at least 3 in. (75 mm).
 - d. Compaction occurs naturally. Check compaction at least two months after spreading and exposing the mulch to the elements.
 - e. If the compacted depth is less than 3 in. (75 mm), apply additional mulch to deficient areas within 1 month following notification.
 - f. Apply mulch to a uniform depth and remove lumps for a neat appearance. Tuck mulch neatly against all paving edges, drainage structures, and where planting beds meet grassed areas.
 - g. Leave a 1 in. (25 mm) to 2 in. (50 mm) ring of non-mulched area directly around all tree trunks.
 - h. Do not mulch with Cypress Mulch.
2. For Plantings using a Dibble, Hoedad, or Reinforced Shovel
Apply landscape mulch according to Subsection 702.3.05.C.1 with the following exceptions:
 - a. Apply mulch before planting.
 - b. Use only wheat straw mulch in restoration areas.
 - c. Ensure that the mulch coverage is open enough to allow seed germination to take place and dense enough to conserve moisture in the seed bed.
 3. For Native Multitrophic or Stream Buffer Restoration Planting Areas, wheat straw shall be the only types of mulch used.
 4. Do not use mulch in a tidal marsh area. Do not mulch wet swale or retention ponds where standing water is present.

D. Wrapping

Do not wrap the trunks of tree unless specified in the plans. When wrapping is specified, tightly wrap the trunks of deciduous trees over 1.25 in. (32 mm) in caliper. Wrap in strip burlap or waterproof crepe tree wrapping paper or other approved materials.

1. Begin wrapping at the ground and extend spirally up and beyond the first rosette of branches with an overlap of one half the width of the wrapping material.
2. Tie the wrapping material securely with binder twine spaced every 12 in. (300 mm) for the full length of the wrapping. Wrap immediately after planting.

E. Staking and Guying

1. Do not use staking and guying unless specified in the plans or details.
2. Perimeter Staking
3. Place perimeter stakes 2 in. x 2 in. x 36 in. (50 mm x 50 mm x 900 mm). Stake the perimeter of indicated regenerated areas within specified planting dates according to the Plans or as directed by the Engineer. Keep staking for tidal marsh areas secured with supports taller than the highest tide with highly visible flagging tape to mark the area as off-limits for vehicles and machinery.
4. Vine, Shrub, and Miscellaneous Plant Staking
5. Use stakes to identify isolated vines, shrubs, and miscellaneous plants outside of solid mulched beds according to plan details.
6. Tree Staking and Guying
7. Stake trees using a system that will prevent trees from leaning or tilting and keep the root ball stable until the roots become anchored. The system should allow the top some movement and flexibility without damaging the tree.

F. Pruning

1. Prune plants on the site before planting and after initial inspection by the Engineer as needed for the health of the plant. Never prune severely to get plants to meet specifications.
 - a. Follow ANSI A300 Part 1 standards and use approved tools designed for pruning.
 - b. Lopping, topping, or shearing trees or shrubs is not permitted.
 - c. Prune back damaged, scarred, frayed, split, and skinned branches, limbs, and roots to live wood nearest to the next sound, outside lateral bud, branch, limb, or root.
 - d. Leave the terminal leaders or buds in trees intact.
 - e. Prune roots, when necessary, as directed by the Engineer.
 - f. Prune Crape Myrtles to maintain natural form only. Severely cutting back or stump pruning crape myrtles is not permitted. Remove sucker growth from Crape Myrtles.
 - g. Damaged, scarred, frayed, split and skinned branches, limbs and roots shall be pruned back to live wood nearest to the next viable outside lateral bud, branch, limb or root.

G. Watering

1. Apply water in a manner to prevent erosion. Water plants deeply and thoroughly at the time of planting. Water after applying fertilizer called for in Subsection 702.3.05.H and as necessary to maintain enough moisture to promote plant growth. Use water reservoir bags if specified in plans or details.
 - a. Apply enough water to wet the soil to a depth slightly below the roots. Direct the water to the ground around the plant, not the tops.
 - b. Do not allow plant foliage to dry out or plants to defoliate from lack of water. Remove plants in such condition from the site immediately. Apply supplemental watering to maintain vigorous growth and to keep plants moist and as directed by the Engineer.
 - c. Apply water once per week throughout the planting season in which the plants are installed. Follow Subsection 702.3.07.B and 702.3.07.C for shrub and tree watering requirements throughout the life of the project.

H. Spring Application of Fertilizer**1. Method and Rate of Application**

Follow these requirements when applying fertilizer in the spring:

a. Trees

Apply a slow-release fertilizer according to soil test results. Assume 8-12-12 with a rate of 1 cup (0.25 L) per caliper inch of tree for bidding purposes.

2. Shrubs and vines

Fertilize shrubs according to soil test results with a slow release fertilizer by spreading fertilizer around the base of the plant and working it into the soil by hand. Assume 6-12-12 with a rate of 0.5 cup (0.12 L) per foot of shrub height for bidding purposes.

Bed Areas

Spread fertilizer on bed areas (defined by method of planting in Subsection 702.3.05.B), over the mulch according to soil test results. Assume 3 lbs./100ft² of 6-12-12 for bidding purposes. Thoroughly water in the plants.

3. Native Restoration or Stream Buffer Areas

The addition of fertilizer or lime is prohibited within the native restoration or stream buffer planting areas.

4. Tidal March Areas

The addition of fertilizer or lime is prohibited within marsh areas.

5. Time of Spring Fertilizer Application

Apply fertilizer in the spring in Zones 1 and 2 (with reference to the Planting Zones specified in Subsection 702.3.05.A) between April 1 and April 15. Apply between March 15 and April 1 for Zones 3 and 4. For late plantings, do not apply fertilizer less than 30 days after the plantings.

6. Additional Fertilizer

Approximately one month after the spring fertilizer is applied; the Engineer will inspect planted areas and determine if an additional application of fertilizer is needed for any plant or group of plants.

If the Engineer determines additional fertilizer is required, apply fertilizer according to soil test results between June 15 and July 15th.

I. Tree Guards for Stream Buffer Saplings

Each planted bare root, sapling-sized plant shall be fitted with a tree guard to protect the saplings from wildlife browsing. The tree guards shall be at least 36 in. tall, with appropriately sized wooden stakes or bamboo to securely support the tree guard [i.e., a 4 ft. (1.2 meter) stake for a 36 in. (914.4 mm) guard]. Mesh tube-type tree guards are required. Vexar tubes, or equivalent, are to be used. All tree guards shall be removed from the saplings at final inspection.

J. Restoration and Cleanup

Restore areas where existing grass has been damaged or scarred during planting operations at no expense to the Department. Restore the disturbed areas to their original conditions as directed by the Engineer. Clean up debris, spoil piles, and containers and leave the Project area clean.

Clean up and remove all debris, spoil piles, containers, water reservoirs, trash, etc. and leave the project area in an acceptable condition. Inspect all installed erosion control devices weekly and clean out or repair as required. Remove all erosion control devices at final acceptance unless otherwise instructed by the Engineer.

702.3.06 Quality Acceptance

Preserve the plants in a healthy growing condition and keep plants moist, particularly during drought conditions (no rain for any two-week period). The acceptability of the plant material planted and maintained as specified will be determined at the end of an establishment period.

The plant establishment period is the period from the last planting specified in Subsection 702.3.05.B until the following October 1. Plant all plants in one planting season unless otherwise approved by Engineer.

A. First Establishment Period

At the end of the first planting season, the first establishment period begins. The Department will make the first semi-final inspection 30 days before the end of the first establishment period. Replace dead, dying, diseased, unsatisfactory, and missing plants, by January 20 of the next (second) planting season. For stream buffer areas, all replacement plants shall be tagged with 18 in. (457.2 mm) lengths of brightly-colored survey tape. Tree guards shall be placed around all replacement saplings. All costs for replanting, tagging and tree guards for replacement trees shall be included in the contract price bid for the original planting.

B. Second Establishment Period

At the end of the second planting season, the second plant establishment period begins. The Department will make the second semi-final inspection 30 days before the end of the second establishment period. Again, replace dead, dying, diseased, unsatisfactory, and missing plants, by January 20 of the next (third) planting season. For stream buffer areas, all replacement plants shall be tagged with 18 in. (457.2 mm) lengths of brightly-colored survey tape. Tree guards shall be placed around all replacement saplings. All costs for replanting, tagging and tree guards for replacement trees shall be included in the contract price bid for the original planting.

C. Final Inspection

The Department will make the final inspection of the plants during May, following any needed replacements during the previous planting season. Assume responsibility for the plants until the Final Acceptance of the project or a portion of the project.

702.3.07 Contractor Warranty and Maintenance

Project maintenance includes, but is not limited to, watering, cultivating, weeding, pruning, repairing, adjusting guys and stakes, and performing other work as ordered by the Engineer until final acceptance.

Promptly remove from the project area dead plants or those that no longer conform to the requirements of Subsection 702.2.A.2.

Mow the entire right-of-way within the limits of the project up to a maximum of four times per calendar year. Do not mow native restoration areas, wet swales, or riparian mitigation sites.

A. Leaning Trees

Straighten leaning trees as directed by the Engineer. Follow Staking and Guying requirements for replacements or repairs as per Subsection 702.3.05.E.

B. Shrub Maintenance**1. Pruning**

Prune dead or diseased limbs to provide for plant health and appearance as directed by the Engineer.

2. Landscape Mulching

Continuously maintain shrub and tree beds with a clean, freshly mulched appearance using the mulch originally specified. See Subsection 702.3.05.C. Do not mulch shrub and tree beds within riparian mitigation sites.

a. Apply a 2 in. (50 mm) loose layer of specified mulch (top-dressing) on top of all areas, including tree pits, initially mulched, at the following times:

- 1)** In August, during the first plant establishment period.
- 2)** In April, during the second plant establishment period.
- 3)** In August, during the second plant establishment period.
- 4)** In April, prior to the final inspection.

3. Applying Fertilizer

See Subsection 702.3.05.H.

4. Applying Pesticides

- a.** Inspect all planted or seeded vegetation for insects, grubs, mites, diseases, etc., once every two weeks. Apply insecticides, fungicides, and herbicides according to the manufacturer's recommendations to effectively control or eradicate the problem.
- b.** Perform all pesticide applications under the direct supervision of a trained licensed commercial pesticide operator whose license includes subcategory 27 – Right of Way Pest Control. Carry the pesticide license/certification on the work site during applications. Carry all labeling associated with the chemical being applied at the work site.
- c.** Submit all product information data sheets and EPA approval numbers on all pesticides proposed to be used prior to application for approval.
- d.** Notify the Engineer a minimum of 48 hours prior to any and all pesticide applications.
- e.** Add a blue dye to all spray applications unless approved otherwise by the Engineer.
- f.** Monitor the weather and spray under proper weather conditions. Spraying shall not occur when the weather is greater than 10 miles per hour.
- g.** Wear the proper safety attire. Wear long sleeve shirts, long pants, gloves, and safety glasses. Wear or use any additional protective safety attire or gear as recommended by the product's manufacturer.
- h.** Repair any damage that is a result of mishandling or misuse of materials, at no expense to the Department, to the satisfaction of the Engineer.
- i.** For stream buffer and marsh restoration areas, pesticides are not to be used unless approved by the Department Ecology Manager.

5. Edging

- a.** Edge all shrub pits, shrub beds, and tree pits once a month throughout the life of the project such that the vee-cut edging detail specified on the plans is maintained. Prevent grass and weeds from growing over or into the shrub beds and tree pits.
- b.** Use equipment specifically designed for edging. Line trimming equipment shall not be used.

6. Watering

- a.** Check all planted material once a week throughout the contract for dryness by removing the mulch from their base and "sampling the soil" approximately 4 in. (100mm) deep. Water if the soil is not moist.
- b.** Water all planted material if a drought (no rain for two weeks) occurs. Provide the water required to meet the watering requirements.
- c.** Water each plant thoroughly until the ground is saturated to a depth slightly below the root ball. Apply water in a manner to prevent erosion.

7. Weed Control

Perform weed control throughout the project, a minimum of once every two weeks, in all areas within the project limits to maintain tree pits, shrub beds, sidewalks, curb and gutter, walkways, ditch paving, concrete medians, and other pavement weed free. Meet the following conditions:

- a. Perform weed control to prevent weeds from becoming established, setting seed, or from becoming visible in the planting beds.
- b. Completely remove all undesirable plants (weeds) by hand pulling. Removal of weeds may be accomplished using herbicides if approved by the Engineer. However, the use of herbicides is prohibited in stream buffer areas unless approved by the Department Ecology Manager.
- c. Apply an approved pre-emergent herbicide twice each year, once in the spring and once in the fall, throughout the contract. The use of pre-emergent herbicides is prohibited in stream buffer areas. Apply pre-emergent to all shrub beds and tree pits. Notify the Engineer 48 hours prior to spraying. Use a blue dye in all applications unless approved otherwise by the Engineer.
- d. Eradicate all invasive exotic pest plants found within the project limits throughout the life of the project, including stream buffer and marsh areas. Volunteer, non-invasive plant material within stream buffer restoration areas is acceptable.
- e. Dispose off site on a daily basis all weed, exotic plants, clippings, litter, and debris generated.

8. Policing

Remove debris such as paper, broken limbs, bottles, cans, etc., a minimum of the first and third week of each month from all areas within the project limits while maintaining the site.

9. Mitigation Areas

Pruning, mulching, edging, and applying spring fertilizer are not required within wet swales, native restoration areas, stream buffers and regenerated forest areas.

C. Tree Maintenance

1. Watering

See Subsection 702.3.07.B.6

2. Landscape Mulch

See Subsection 702.3.07.B.2

3. Fertilizer

See Subsection 702.3.05.H.

4. Abnormal Conditions

Periodically (once every two weeks) observe trees and shrubs for abnormal conditions such as insects, borers, web worms, red spiders, etc., and immediately treat.

5. Sucker Growth

Remove sucker growth once a month. Sucker growth is the shoots that sprout out around the base of the tree trunk.

6. Pruning and Deadwood

Remove deadwood at least two times a year. Prune dead branches. Paint cuts, and wounds or scars with tree paint only when specified in the plans. Do not top Crape Myrtles. See Subsection 702.3.05.F.

7. Pesticide Control

NOTE: Apply pesticides as necessary to control harmful insects and diseases. Follow the manufacturer's instructions. See Subsection 702.3.07.B.4. NOTE: Use chemicals according to Federal, State and county directives on environmental control that carry an EPA approval number.

8. Weed Control

See Subsection 702.3.07.B

9. Staking and Guying

Remove all support guy wires, strapping and stakes from plants which have gone through one complete growing season.

702.4 Measurement**A. Plants**

Plants of the name and size specified are measured for payment according to the number planted that are still living and viable and in an acceptable condition at the time of Final Acceptance. A viable plant must have a minimum of 75 percent of the leaf-bearing crown with healthy foliage.

B. Fertilizer

Spring application fertilizer applied to planted and regenerated areas will be the actual number of pounds (kilograms) placed and accepted. Fertilizer, lime, and plant topsoil used in prepared plant topsoil or plant bed preparation are not measured for separate payment. For stream buffer and marsh areas, the addition of fertilizer or lime is prohibited.

C. Perimeter Stakes

Perimeter stakes is not measured for payment unless such item is shown as a separate Pay Item in the proposal.

D. Clearing and Grubbing

Clearing and grubbing is not measured for payment unless the Item is shown as a separate Pay Item in the proposal.

E. Landscape Mulch

The quantity of landscape mulch and top-dressing measured for payment will be the actual number of square yards (meters) completed as specified and accepted. The presence of weeds or other growth, or foreign material, will be cause for rejection.

702.4.01 Limits

General Provisions 101 through 150.

702.5 Payment**A. Plants**

Plants measured for payment will be paid for as follows:

1. After planting satisfactorily, the Department will pay 50 percent of the Contract Unit Price bid per each on the next estimate.
2. Until Final Acceptance, perform all required maintenance according to Subsection 702.3.07 when necessary or as ordered by the Engineer.

If the Contractor fails to properly maintain the landscaping, daily charges shall be assessed against any money due or that may become due the Contractor in accordance with the schedule of deductions shown in Subsection 108.08, but not less than \$150 per calendar day, and will continue until project maintenance is approved by the Engineer.

The charges are in addition to those specified for delay or failure in completing the Work within the specified time.

3. After the first semi-final inspection, the Department will pay 15 percent of the Contract Unit Price bid per each of the live, viable plants.
4. After the second semi-final inspection, the Department will pay 15 percent of the Contract Unit Price bid per each of the live, viable plants.

5. At Final Acceptance, the Department will pay the remaining 20 percent less the Full Contract Unit Price bid per each plant not accepted.

Payments are full compensation for furnishing, planting, replanting as required, pruning, staking, guying, soil conditioning, and preparing plant beds, including applying additives, digging plant pits, preparing plant topsoil and mulch, disposing of waste material, and maintaining the plants during the plant-establishment period.

B. Fertilizer

All grades of fertilizer applied in the spring, measured as specified above, are paid for at the Contract Price per pound (kilogram) or per ton (megagram), whichever is indicated in the proposal. Payment is full compensation for furnishing and applying and for watering regenerated areas.

For native restoration, stream buffer and marsh restoration areas, the addition of fertilizer or lime is prohibited.

C. Perimeter Stakes

Perimeter stakes will not be measured for payment. The cost will be included in the overall contract price.

D. Landscape Mulch

Landscape mulch measured for payment will be paid for as follows:

1. After mulching satisfactorily, the Department will pay 40 percent of the Contract Unit Price bid per square yard (meter).
2. After satisfactorily completing mulch (topdressing) in August of the first plant establishment period, the Department will pay 15 percent of the Contract Unit Price bid per square yard (meter).
3. After satisfactorily completing mulch (topdressing) in April of the second plant establishment period, the Department will pay 15 percent of the Contract Unit Price bid per square yard (meter).
4. After satisfactorily completing mulch (topdressing) in August of the second plant establishment period, the Department will pay 15 percent of the Contract Unit Price bid per square yard (meter).
5. After satisfactorily completing mulch (topdressing) in April of the final planting season, (a month before the Final Inspection), the Department will pay 15 percent of the Contract Unit Price bid per square yard (meter). Such payment shall be full compensation for furnishing, installing, topdressing, and maintaining mulch as required.
6. Do not mulch marsh restoration areas.
7. Do not apply additional applications of mulch after the initial application in stream buffer restoration areas.

Payment will be made under:

Item No. 702	Plant Name and Size	Per each
Item No. 702	Fertilizer, Spring Application	Per ton (megagram)
Item No. 702	Landscape Mulch	Per square yard (meter)
Item No. 702	Spring Application Fertilizer	Per pound (kilogram)
Item No. 702	Live Stakes and Planting	Per each
Item No. 702	Perimeter Stakes	Per each
Item No. 702	Bare Root Seedling Planting	Per each

702.5.01 Adjustments

General Provisions 101 through 150.

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SR 316/COLLINS HILL ROAD LANDSCAPE

CITY OF LAWRENCEVILLE

LAWRENCEVILLE

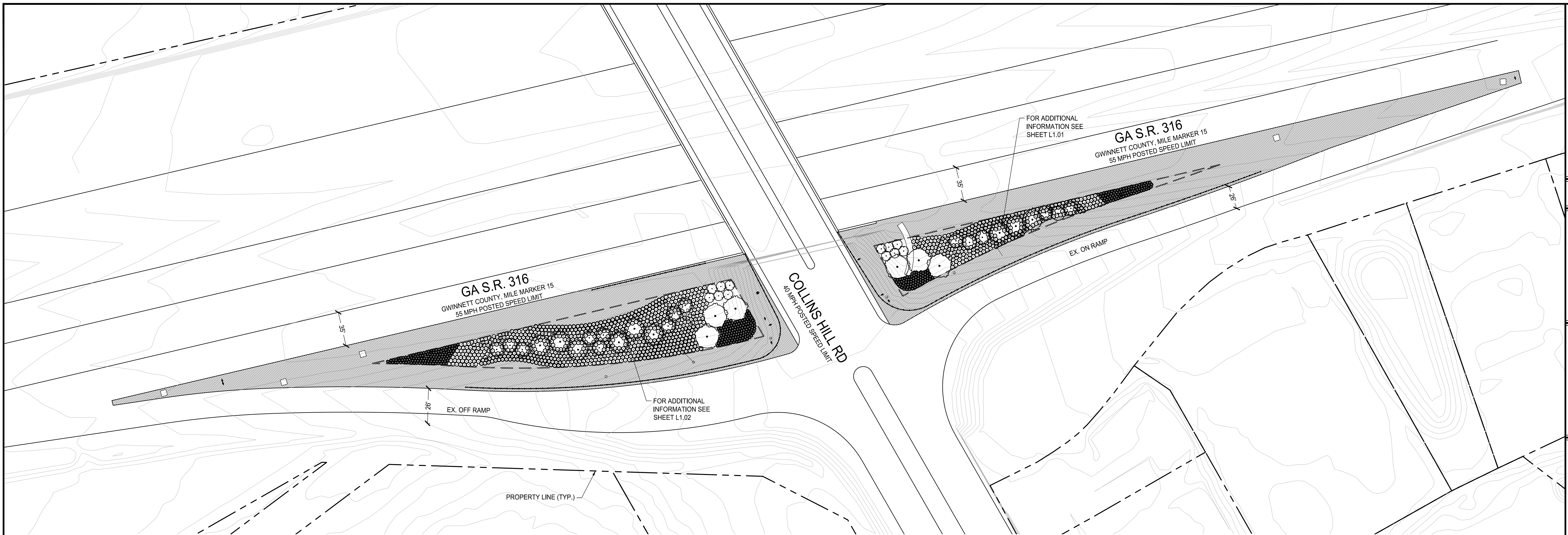
GA

SUBMITTALS / REVISIONS	
NO.	DESCRIPTION

SHEET TITLE
OVERALL LANDSCAPE PLAN

PROJECT NO. 23148	DATE 10/19/2023
DRAWN BY MTC	SCALE 1" = 50'
CHECKED BY WA	
SHEET NO.	

L1.00



NOTE: THERE ARE NO EXISTING BILLBOARDS WITHIN 500' OF SITE.

SCALE: 1" = 50'

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SR 316/COLLINS HILL ROAD LANDSCAPE
CITY OF LAWRENCEVILLE
LAWRENCEVILLE

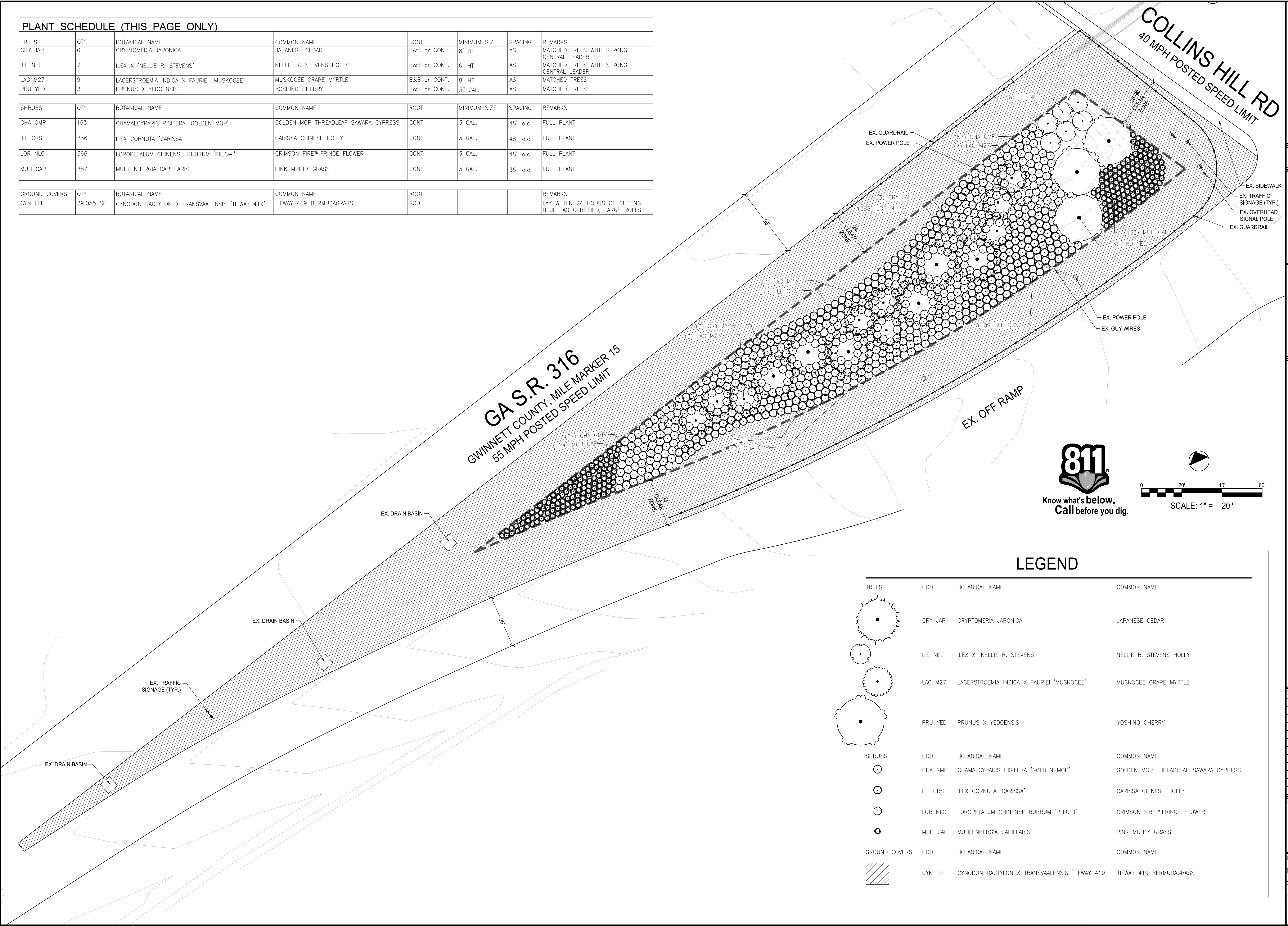
SUBMITTALS / REVISIONS	
NO.	DESCRIPTION

SHEET TITLE
LANDSCAPE PLAN

PROJECT NO. 23148	DATE 10/19/2023
DRAWN BY MTC	SCALE 1" = 20'
CHECKED BY WA	SHEET NO.

L1.02

PLANT SCHEDULE (THIS PAGE ONLY)							
TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CRY JAP	6	CRYPTOMERIA JAPONICA	JAPANESE CEDAR	B&B or CONT.	8' HT	AS	MATCHED TREES WITH STRONG CENTRAL LEADER
ILE NEL	7	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	B&B or CONT.	6' HT	AS	MATCHED TREES WITH STRONG CENTRAL LEADER
LAG M27	9	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	B&B or CONT.	8' HT	AS	MATCHED TREES
PRU YED	3	PRUNUS X YEDOENSIS	YOSHINO CHERRY	B&B or CONT.	3" CAL.	AS	MATCHED TREES
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CHA GMP	163	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF SAWARA CYPRESS	CONT.	3 GAL.	48" o.c.	FULL PLANT
ILE CRS	236	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY	CONT.	3 GAL.	48" o.c.	FULL PLANT
LOR NLC	366	LOROPETALUM CHINENSE RUBRUM 'PIILC-I'	CRIMSON FIRE™ FRINGE FLOWER	CONT.	3 GAL.	48" o.c.	FULL PLANT
MUH CAP	257	MUHLBERGIA CAPILLARIS	PINK MUHLY GRASS	CONT.	3 GAL.	36" o.c.	FULL PLANT
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	REMARKS		
CYN LEI	29,055 SF	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS	SOD	LAY WITHIN 24 HOURS OF CUTTING, BLUE TAG CERTIFIED, LARGE ROLLS		



811
Know what's below.
Call before you dig.

0 20' 40' 60'
SCALE: 1" = 20'

LEGEND			
TREES	CODE	BOTANICAL NAME	COMMON NAME
	CRY JAP	CRYPTOMERIA JAPONICA	JAPANESE CEDAR
	ILE NEL	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY
	LAG M27	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE
	PRU YED	PRUNUS X YEDOENSIS	YOSHINO CHERRY
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	CHA GMP	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF SAWARA CYPRESS
	ILE CRS	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY
	LOR NLC	LOROPETALUM CHINENSE RUBRUM 'PIILC-I'	CRIMSON FIRE™ FRINGE FLOWER
	MUH CAP	MUHLBERGIA CAPILLARIS	PINK MUHLY GRASS
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME
	CYN LEI	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS

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SR 316/COLLINS HILL ROAD LANDSCAPE
CITY OF LAWRENCEVILLE
LAWRENCEVILLE
GA

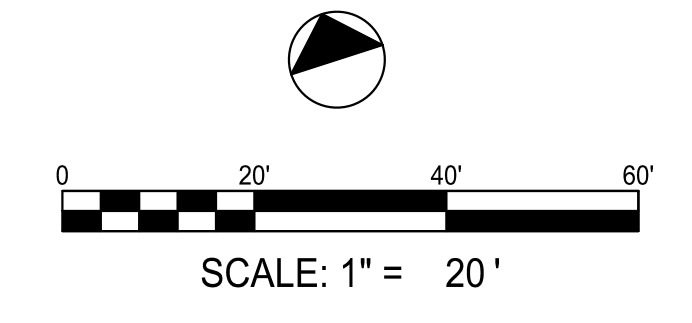
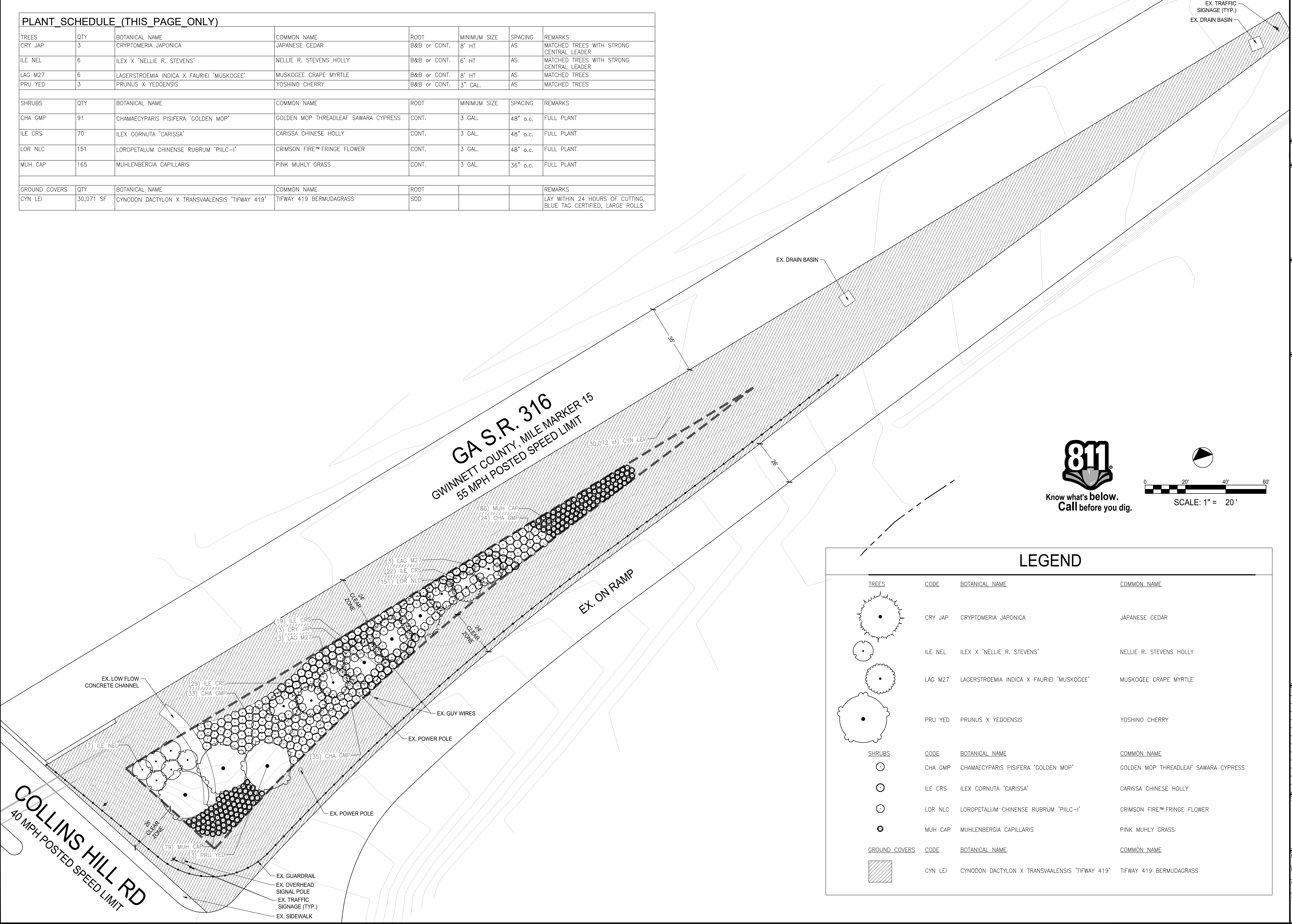
SUBMITTALS / REVISIONS		
NO.	DATE	DESCRIPTION

SHEET TITLE
LANDSCAPE PLAN

PROJECT NO. 23148	DATE 10/19/2023
DRAWN BY MTC	SCALE 1" = 20'
CHECKED BY WA	SHEET NO.

L1.01

PLANT SCHEDULE (THIS PAGE ONLY)							
TREES	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CRY JAP	3	CRYPTOMERIA JAPONICA	JAPANESE CEDAR	B&B or CONT.	8' HT	AS	MATCHED TREES WITH STRONG CENTRAL LEADER
ILE NEL	6	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY	B&B or CONT.	6' HT	AS	MATCHED TREES WITH STRONG CENTRAL LEADER
LAG M27	6	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE	B&B or CONT.	8' HT	AS	MATCHED TREES
PRU YED	3	PRUNUS X YEDOENSIS	YOSHINO CHERRY	B&B or CONT.	3" CAL.	AS	MATCHED TREES
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CHA GMP	91	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF SAWARA CYPRESS	CONT.	3 GAL.	48" o.c.	FULL PLANT
ILE CRS	70	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY	CONT.	3 GAL.	48" o.c.	FULL PLANT
LOR NLC	151	LOROPETALUM CHINENSE RUBRUM 'PIILC-I'	CRIMSON FIRE™ FRINGE FLOWER	CONT.	3 GAL.	48" o.c.	FULL PLANT
MUH CAP	165	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	CONT.	3 GAL.	36" o.c.	FULL PLANT
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	ROOT	MINIMUM SIZE	SPACING	REMARKS
CYN LEI	30,071 SF	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS	SOD			LAY WITHIN 24 HOURS OF CUTTING, BLUE TAG CERTIFIED, LARGE ROLLS



LEGEND			
TREES	CODE	BOTANICAL NAME	COMMON NAME
	CRY JAP	CRYPTOMERIA JAPONICA	JAPANESE CEDAR
	ILE NEL	ILEX X 'NELLIE R. STEVENS'	NELLIE R. STEVENS HOLLY
	LAG M27	LAGERSTROEMIA INDICA X FAURIEI 'MUSKOGEE'	MUSKOGEE CRAPE MYRTLE
	PRU YED	PRUNUS X YEDOENSIS	YOSHINO CHERRY
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME
	CHA GMP	CHAMAECYPARIS PISIFERA 'GOLDEN MOP'	GOLDEN MOP THREADLEAF SAWARA CYPRESS
	ILE CRS	ILEX CORNUTA 'CARISSA'	CARISSA CHINESE HOLLY
	LOR NLC	LOROPETALUM CHINENSE RUBRUM 'PIILC-I'	CRIMSON FIRE™ FRINGE FLOWER
	MUH CAP	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME
	CYN LEI	CYNODON DACTYLON X TRANSVAALENSIS 'TIFWAY 419'	TIFWAY 419 BERMUDAGRASS

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING. JUNE 26, 2024
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Purchase of two side arm garbage trucks on State Contract and one “Scout” truck and approval of Budget Amendment
- Department:** Fleet Department
- Date of Meeting:** Wednesday, June 26, 2024
- Fiscal Impact:** \$727,688.00
- Presented By:** Michael Rudnick, Fleet Director
- Action Requested:** Approve the purchase of 2 side arm refuse trucks on state contract and one scout truck on a Sourcewell quote for a total amount not to exceed \$727,688.00 and approval of Budget Amendment 540-6-26.

Summary: This is to purchase two side arm residential refuse trucks as well as one “Scout” truck. The residential refuse trucks will replace two 2014 trucks, which currently work the residential routes. The “Scout” truck will add a truck to the fleet that would be used by the sanitation department on current routes. The side arm trucks are being purchased on state contract from Peach State Freightliner and the scout truck from Sanom Equipment Supply on a Sourcewell contract.

Fiscal Impact: The total cost of this purchase is \$727,688.00. Funding for this purchase will be from Sanitation Fund Balance. The fund balance has \$1,339,765.00 available above policy. Upon approval of Budget Amendment 540-6-26, \$727,688.00 will be allocated to the Sanitation Capital Fund, and \$612,077.00 will be remaining in the Sanitation Fund Balance. This is \$132,012.00 above the City’s Fund Balance Policy for the Sanitation Fund.

Attachments/Exhibits:
Plus Series VH8103
Legacy VG6996
bid tabulation
SECQ7372

Prepared for:
 James Tate
 CITY OF LAWRENCEVILLE
 435 W PIKE ST
 LAWRENCEVILLE, GA 30046
 Phone: 678-407-7459

Prepared by:
 Joshua Little

25.

STATE CONTRACT #
99999 - SPD - SPD0000155 - 0007
QUOTATION

M2 106 PLUS CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	18,000# TAPERLEAF FRONT SUSPENSION
CUM L9 350 HP @ 2200 RPM, 2200 GOV RPM, 1050 LB-FT @ 1200 RPM, REFUSE	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	5950MM (234 INCH) WHEELBASE
CUMMINS-MERITOR RS-30-185 30,000# U-SERIES SINGLE REAR AXLE	NO FIFTH WHEEL
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1825MM (72 INCH) REAR FRAME OVERHANG
	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

		PER UNIT		TOTAL
VEHICLE PRICE	TOTAL # OF UNITS (1)	\$ 131,525	\$	131,525
EXTENDED WARRANTY		\$ 230	\$	230
NEWWAY 24 YARD ASL		\$ 184,233	\$	184,233
CUSTOMER PRICE BEFORE TAX		\$ 315,988	\$	315,988

TAXES AND FEES

1% DOAS STATE CONTRACT FEE	\$	3,160	\$	3,160
DOC FEE	\$	200	\$	200

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$	(0)
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BALANCE DUE		(LOCAL CURRENCY)	\$	319,348	\$	319,348
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COMMENTS:

Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



Prepared for:
 James Tate
 CITY OF LAWRENCEVILLE
 435 W PIKE ST
 LAWRENCEVILLE, GA 30046
 Phone: 678-407-7459

Prepared by:
 Joshua Little
 BIRMINGHAM FREIGHTLINER,
 LLC
 410 DANIEL PAYNE DRIVE
 BIRMINGHAM, AL 35214
 Phone: 7704495300

25.

STATE CONTRACT #
99999 - SPD - SPD0000155 - 0007
QUOTATION

M2 106 CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	18,000# TAPERLEAF FRONT SUSPENSION
CUM L9 350 HP @ 2200 RPM, 2200 GOV RPM, 1050 LB-FT @ 1200 RPM, REFUSE	106 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	5950MM (234 INCH) WHEELBASE
RS-30-185 30,000# U-SERIES SINGLE REAR AXLE	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD	1825MM (72 INCH) REAR FRAME OVERHANG
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	122,520	\$ 122,520
EXTENDED WARRANTY	\$	230	\$ 230
NEUWAY 24 YARD ASL	\$	184,233	\$ 184,233
CUSTOMER PRICE BEFORE TAX	\$	306,983	\$ 306,983

TAXES AND FEES

1% DOAS STATE CONTRACT FEE	\$	3,070	\$ 3,070
DOC FEE	\$	200	\$ 200

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$ (0)
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BALANCE DUE	(LOCAL CURRENCY)	\$	310,253	\$	310,253
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COMMENTS:
 Projected delivery on ___ / ___ / ___ provided the order is received before ___ / ___ / ___.

APPROVAL:
 Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



Bid Tabulation for Refuse Trucks

Vendor	Chassis	Body	Price
Peach State Freightliner	Freightliner Legacy	New Way 24 yard side arm	\$ 310,253.00
Peach State Freightliner	Freightliner Plus Series	New Way 24 yard side arm	\$ 319,348.00
Sansom	Ford F350	Par-Kan 6-Yard Satellite Dump Body	\$ 98,087.00
			\$ 727,688.00

Contract
99999-SPD-SPD0000155-0007
99999-SPD-SPD0000155-0007
060920-NAF

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QUOTE # SECQ7372
 DATE Jun 13, 2024
 CONTRACT CUSTOMER ID # 66769
 CONTRACT # 060920-NAF

To: Michael Rudnick
 City of Lawrenceville GA
 435 W Pike Street
 Lawrenceville, GA 30046
 United States

Sales Contact: Andrew Bielecki
 706-255-8748
 andrew@secequip.com

Phone: 770-277-7459
 Michael.Rudnick@LawrencevilleGa.org

QUOTE STATUS	SHIPPING TERMS	DELIVERY IN DAYS	PAYMENT TERMS
Budgetary	Customer Location		Net Delivery

QTY	DESCRIPTION
1	Par-Kan 6-Yard Satellite Dump Body (Painted Black)
1	Add Sweep Panel Option
1	Add Hydraulics to Body for Cart Tipper Install
1	Cart Tipper
1	Mounting of Par-Kan Dump Body and Cart Tipper
1	2023 Ford F-350 Super Cab 4x4 (White Cab) 6.8 V8 Gasoline Engine Automatic Transmission Single Rear Wheels 8' Bed * (DEMO UNIT , HAS APPROXIMATELY 700 MILES)
1	Sourcewell Municipal Discount
1	Freight

This quote does not include any federal, state, or local taxes.
 * In stock equipment are subject to prior sale. *

This Quote is valid for 30 Days.

TOTAL \$98,087.00

BIRMINGHAM OFFICE

2800 Powell Avenue
Birmingham, AL 35233
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Fax: (205) 324-2679

MOBILE OFFICE

2025 West I-65 Service Road North
Mobile, AL 36618
Ph: (251) 631-3766
Fax: (251) 631-3768



SHELBYVILLE OFFICE

3196 Highway 231 North
Shelbyville, TN 37160
Ph: (615) 696-7066
Fax: (615) 413-5323

STONECREST OFFICE

2601 South Stone Mountain Lithonia Road
Stonecrest, Georgia 30058
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