



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 22, 2021
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. February 19, 2021 City Council Retreat
2. February 22, 2021 Regular Meeting and Executive Session
3. March 10, 2021 Work Session and Executive Session
4. Correction to Ordinance attached to Minutes of May 20, 2020

Announcements

Public Comment

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

Consent Agenda

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

- [5.](#) Purchase of Parking Guidance System Change Order 1
- [6.](#) Purchase of Diaphragm Gas Meters on an Annual Contract

- [7.](#) Intergovernmental Agreement Between Gwinnett County regarding SR124/Scenic Hwy at Jackson St/New Hope Rd Project
- [8.](#) Mutual Assistance Agreement between Jackson EMC & City of Lawrenceville
- [9.](#) Property and Casualty Insurance Renewal
- [10.](#) Renewal of Worker's Comp Insurance Coverage

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.](#) CIC2020-00005; Extra Space Storage; 840 Scenic Highway

Council Business New Business

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

- [12.](#) Agreement Renewal with Impact 46
- [13.](#) Green Valley Paving Project

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 22, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Parking Guidance System Change Order 1
Department:	Administration
Date of Meeting:	Monday, March 22, 2021
Fiscal Impact:	\$104,842.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Approval of Purchase of Parking Guidance System Change Order 1 to Q-Free TCS, Inc., amount not to exceed \$104,842.00. Authorization for Mayor to execute Change Order 1.

Summary: This change order consists of providing materials and installation of a parking guidance system to accurately calculate parking space availability on a space-by-space basis for the newly constructed Luckie Street Parking Deck located at 225 Luckie Street. The system will calculate and disseminate parking space availability on a level by level basis and total free spaces located in deck.

Background: Council approved a parking guidance system for the Lawrenceville Parking Deck located at 153 East Crogan Street at the Monday, September 28, 2020 regular session in the amount of \$105,887.00. Total contract value with approval of change order will be \$210,729.00.

Fiscal Impact: Not to exceed \$104,842.00. This contract is funded by the 2017 SPLOST Fund (3241320-541000). Project 08-003.

Attachments/Exhibits:

Change Order 1



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Administration Change Order #: 1Project/PO: RP005-20 Change Order Date: 2/22/2021Contractor/Vendor: Q-Free TCS, Inc.

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	Add Parking Guidance System to Luckie Street Parking Deck	\$104,842.00
		Net Amount	\$104,842.00

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

Original Contract/PO Amount: \$105,887.00Previous Change Order Amount: \$0Amount of Change Order Requested (Increase/Decrease) \$104,842.00New Contract/PO Amount (Including this Change Order) \$210,729.00

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

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

Barry Mock
RequestorDepartment DirectorAuthorized Approval



CITY OF LAWRENCEVILLE PGS SYSTEM CHANGE ORDER #1

This Change Order #1 is for Q-Free to make the following changes to the original content of contract # RP0005-20:

CHANGE ORDER SUMMARY:

DESCRIPTION	
Change Order Summary	
Additional PGS Equipment	\$33,707.00
Additional Services	\$69,449.00
Additional Freight & Handling	\$1,686.00
TOTAL CHANGE ORDER #1 VALUE	\$104,842.00
TOTAL Project Cost in Contract # RP005-20	\$105,887.00
Updated Project Cost after Change Order #1	\$210,729.00

EQUIPMENT ADDED FOR LUCKY STREET GARAGE:

QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
249	TUS-300	RGB Single Space Sensors	\$67.00	\$16,683.00
3	TUS-300	Spare RGB Single Space Sensors	\$67.00	\$201.00
4	CP-SS	Communication Enclosures for Single Space Sensors	\$1,035.00	\$4,140.00
1	GW	Gateway Enclosure	\$1,142.00	\$1,142.00
2	L2MP	Garage Entry Sign 2-Level garage entry sign indicating space availability for each garage level at garage entrance/s; - Approximate dimensions: 39" H x 48" W x 6" D; - Single sided sign; and - Total of (2) space availability displays per sign cabinet: 	\$3,747.00	\$7,494.00



QTY	PART#	DESCRIPTION	UNIT COST	TOTAL COST
		○ 4-Digit single stroke seven segment display; ○ 5" LED Character height; ○ Number of spaces and OPEN in green; and ○ FULL in red. • White reflective vinyl lettering; • 24 VDC Low voltage; • Super bright wide viewing angle LEDs; and <i>NOTE: Sign price only for quoted sign dimensions, design and mounting. Changes to sign design, dimensions, mounting etc. will require a new quote.</i>		
1	WM	Wall Mount	Incl.	Incl.
1	PM	Post Mount	\$2,167.00	\$2,167.00
1	SL	Software License: • Software license to integrate the new PGS equipment into existing PGS server. <i>NOTE:</i> • Network connection by customer required. • Customer is responsible for network connection between garages.	\$1,880.00	\$1,880.00

SERVICES ADDED FOR LUCKY STREET GARAGE:

QTY	PART#	DESCRIPTION	TOTAL COST
1	IN	Installation: Inclusions: • Installation of CP enclosures; • Provision of 120 VAC power and conduit per local code to each CP enclosure; • Installation of all single space sensors to the ceiling; • Provision and installation of conduit with 4 conductor 18 AWG from CP to the first sensor on the bus line; • Provision and installation of conduit with 4 conductor 18 AWG between each sensor on the bus line; • Installation of directional sensors to ceiling with threaded rod and anchors Provision and installation of conduit with 6 conductor of 18 AWG from CP to the first directional sensor of each bus line;	\$64,149.00

QTY	PART#	DESCRIPTION	TOTAL COST
		• Provision and installation of conduit with 6 conductor of 18 AWG between each directional sensor on the bus line; • Installation of level/entry signs; • Provide and installation of conduit with 4 conductor 18 AWG to level/entry signs from CP points; • Installation of AP gateway enclosure; • Provision and installation of 120 VAC power for gateway AP enclosure; and • Provision and installation of pathway and cabling (Cat5 or better) from gateway to owner's existing network and from computer (location to be determined) to owner's existing network. Exclusions: • Painting & patching and asbestos or lead work; • Forced overtime work due to others; • Any allowances, GC work, demolition work, clean up & rubbish removal; • Required digging, trenching; concrete, asphalt, and protective bollards; • Bonds, insurance, permits, engineering drawings, certifications, foundation design, inspection fees, etc.; • Lost revenue and traffic control. Assumptions: • Install price is for work performed during standard hours; • Large sections of the garage can be blocked off during install; and • Work to be completed on a consecutive work day schedule (Mon.-Fri.). Work to be done on a day to day, week to week schedule.	
1	DES	System Design: • Standard in-house system design; and • Includes documentation, drawings, and all related design work.	\$1,260.00
1	PM	Remote Project Management: • Perform all off-site coordination and remote project management to supply the PGS system expansion.	\$1,800.00
1	RIS	Remote Installation Support: • Up to (16) hours of remote installation support included. NOTE: • <i>All additional services and supporting expenses will be billed per standard rates if delays are caused by customer or a third party;</i> • <i>Remote installation & system commissioning support must be scheduled at least 1 week in advance;</i>	\$2,240.00



QTY	PART#	DESCRIPTION	TOTAL COST
		• Remote installation support to be provided during regular business hours Mo-Fri 8 am to 4 pm EST.	



TERMS & EXCLUSIONS:

As agreed upon for the original contract.

All work is guaranteed to be as specified, and will be completed in a professional manner per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays are beyond our control. Owner to carry fire, tornado, and other necessary insurance. Worker's Compensation insurance fully covers our workers.

Acceptance of Change Order – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do work as specified.

Date of Acceptance: _____

Authorized Signature _____

Name: _____

PO #: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 22, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Diaphragm Gas Meters on an Annual Contract
Department:	Gas
Date of Meeting:	Monday, March 22, 2021
Fiscal Impact:	\$310,999.20
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Approval to renew Purchase of Diaphragm Gas Meters on an Annual Contract to Equipment Controls Company, Inc. for line items 1 & 2 and Honeywell - Elster American Meter Company, LLC for line item 3 in the amount of \$310,999.20. This is the first of four renewal options.

Summary: This contract provides industrial and residential diaphragm meters for the Gas Department on an as-needed basis.

Fiscal Impact: Amount of \$310,999.20. This contract is funded by the Domestic Meters/Regulators Fund (5154700.531161) and the Industrial Meters/Regulators Fund (5154700.531163).

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

PAGE 1

SB025-20

Purchase of Diaphragm Gas Meters on an Annual Contract

Gas Department

				Honeywell - Elster American Meter Company, LLC		Equipment Controls Company, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	250 Class Meters per specifications	2700	Ea	\$81.57	\$220,239.00	\$78.45	\$211,815.00
2	400 Class Meters per specifications	180	Ea	\$230.00	\$41,400.00	\$227.89	\$41,020.20
3	600 Class Meters per specifications	100	Ea	\$581.64	\$58,164.00	N/B	N/B
	TOTAL			\$319,803.00		\$252,835.20	
Will vendor hold pricing firm? Renewal Option 1				not to exceed PPI index		4%	
Will vendor hold pricing firm? Renewal Option 2				not to exceed PPI index		4%	
Will vendor hold pricing firm? Renewal Option 3				not to exceed PPI index		4%	
Will vendor hold pricing firm? Renewal Option 4				not to exceed PPI index		4%	

Recommended vendors:

Equipment Controls Company, Inc.

4555 South Berkeley Lake Rd.

Norcross, GA 30071

P: 770-822-9664

email: tlonsberry@equipmentcontrols.com

Honeywell - Elster American Meter Company, LLC

2221 Industrial Road

Nebraska City, NE 68410

P: 402-873-8200

email: rene.vankersbergen@honeywell.com

Lines 1 & 2

Line 3



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 22, 2021

AGENDA CATEGORY: CONSENT

Item:	Intergovernmental Agreement Between Gwinnett County regarding SR124/Scenic Hwy at Jackson St/New Hope Rd Project
Department:	Administration
Date of Meeting:	Monday, March 22, 2021
Fiscal Impact:	N/A
Presented By:	City Manager, Chuck Warbington
Action Requested:	Approval of an Intergovernmental Agreement between Gwinnett County and the City of Lawrenceville regarding SR 124/Scenic Highway at Jackson Street/New Hope Road Project upon approval by the City Attorney

Summary: Intergovernmental Agreement between Gwinnett County and the City of Lawrenceville regarding SR 124/Scenic Highway at Jackson Street/New Hope Road Project that includes \$770,833 from Gwinnett County for intersection improvements.

Attachments/Exhibits:

SR 124 Scenic at Jackson New Hope IGA.pdf

INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY, GEORGIA AND THE
CITY OF LAWRENCEVILLE REGARDING SR 124/SCENIC HIGHWAY AT JACKSON
STREET/NEW HOPE ROAD PROJECT

This agreement made by and between the City of Lawrenceville, a municipal corporation chartered by the State of Georgia and headquartered at 70 South Clayton Street, Lawrenceville, Georgia 30046 (hereinafter referred to as “City”) and Gwinnett County, Georgia, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as “County”) each of whom has been duly authorized to enter into this Agreement.

WITNESSETH

WHEREAS, the parties to this agreement are governmental units located within Gwinnett County, Georgia and authorized by law to enter into intergovernmental agreements; and

WHEREAS, the parties hereto desire to serve the needs of the citizens of Gwinnett County by providing safe and efficient roadway improvements within Gwinnett County; and

WHEREAS, both parties to this Agreement have certain funds allocated for use in connection with a project located on State Route 124/Scenic Highway at its intersection with Jackson Street and New Hope Road (hereinafter referred to as the “Project”); and

WHEREAS, both parties believe that the Project proposed will further the purposes of meeting the transportation improvement needs of the County and the City; and

WHEREAS, both parties believe that it would be in the interest of the health, safety and welfare of the citizens of Gwinnett County to combine their resources and efforts to provide for the efficient design and construction of the Project;

NOW, THEREFORE, in consideration of the mutual promises, covenants and undertakings set forth herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1. The Project phases include conceptual design, preliminary engineering, acquisition of right-of-way and related services, and construction.
2. Project Costs:
 - a. The total Project cost to complete all phases of the Project is estimated to be \$1,700,000.
 - b. The County will contribute a maximum of \$770,833 toward the total Project costs. The County’s financial contribution will be limited to pay items necessary to construct a public intersection improvement, including concrete, curb and gutter, grading, drainage, intersection, traffic management system upgrades, and traffic signal upgrades (crosswalks, pedestrian actuated countdown timers, and handicap ramps). County funds shall not be applied to pay items considered by the County to be enhancements such as landscaping, decorative lighting or traffic signal poles, way finding signage and benches.

- c. The City agrees that it will be responsible for the remaining amount of the estimated and final Project costs.
 - d. Both parties agree that the estimated cost shown (under 2.a) is a reasonable, good faith estimate based on the total scope of the Project, excluding enhancements. The estimated cost shown also includes all costs necessary to complete all phases of a typical, complex transportation project, including design, right-of-way acquisition and related professional services, and construction.
3. City Responsibilities:
- a. The City shall be responsible for all project management responsibility to include all applicable design, ROW acquisition, and construction of the Project.
 - b. To the extent any ROW acquisition or easements on County roads is necessary, the City agrees to file a quit claim deed and transfer any right and claim to the property to the County. To the extent any ROW acquisition or easements on state roads is necessary, the City agrees to coordinate with the Georgia Department of Transportation regarding any necessary transfer of property from the City to the state.
 - c. For all improvements located on city-maintained roads, the City accepts responsibility for review and final inspection of the Project. The County reserves the right to request copies of inspection reports, test results and field notes.
 - d. For improvements on, along or crossing a County-maintained roadway, the City shall submit plans to the County for review. Design and construction plans shall be prepared under the guidance of a professional engineer and shall be in accordance with AASHTO and Georgia Department of Transportation Design Policies unless otherwise agreed.
 - e. For improvements on, along or crossing a state route, the City shall submit plans to the County for review and to the Georgia Department of Transportation for review and encroachment permit. Design and construction plans shall be prepared under the guidance of a professional engineer and shall be in accordance with AASHTO and Georgia Department of Transportation Design Policies unless otherwise agreed.
 - f. The City agrees that construction of the Project shall be completed no later than December 31, 2024 unless otherwise agreed by the parties.
4. County Responsibility & Payment:
- a. The County's payment to the City shall be due upon completion of Project. For the purposes of this agreement, completion shall be defined as when major construction has ended, all traffic signal and traffic management infrastructure is in place and operational, and the intersection is open to traffic and operational. Additional steps which may occur after this time, including contractor punch lists, installation of landscaping and other enhancements, utility relocations, if any, and final approvals or letters from the County or State, will not delay the County's payment responsibility.

- b. Upon receipt of an invoice from the City for qualified expenses for the completed project, the County shall pay the amount shown in Part 2.b within thirty (30) days.
- 5. The City hereby assumes the responsibility and liability for design, construction, installation or performance of the Project. Both the City and the County shall assume and defend at their own cost, any suit, action or other legal proceeding brought against it arising therefrom.
- 6. During the design and construction or performance of the Project, the City agrees that it will add the County as an additional insured to any and all liability policies that it has or obtains related to the Project.
- 7. As to the Project and to the extent permitted by law, if any the City hereby assumes the responsibility and liability for damages, injury, death or destruction of any person or property resulting from or arising out of any act or omission in connection with this Agreement or the prosecution of the work caused by the Project, if caused by the City or its agents, servants, or employees. Neither the County nor the City shall indemnify or hold harmless the other party's agents, inspectors, servants and employees, past and present. Both the City and the County shall assume and defend at their own cost, any suit, action or other legal proceeding brought against it arising therefrom.
- 8. All notices pursuant to this agreement shall be served as follows: As to the County, Chairwoman, Gwinnett County Board of Commissioners, 75 Langley Drive, Lawrenceville, Georgia 30046. As to the City, Mayor, City of Lawrenceville, 70 South Clayton Street, Lawrenceville, Georgia 30046.
- 9. This agreement constitutes the entire written agreement between the parties hereto as to all matters contained herein. All subsequent changes to this contract must be in writing and signed by both parties. This agreement is for the benefit of the parties hereto only and is not intended to benefit any third party or to give rise to any duty or causes of action for any third party, and no provisions contained within this agreement are intended to nor shall they in any way be construed to relieve any contractor performing services in connection with the Project of any liability or to complete the work in a good, substantial and workmanlike manner. No provision in this agreement is intended to nor shall it be construed to in any way waive immunities or protections provided to either the County or to the City by the Constitution and laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto acting through their duly authorized agents have caused this agreement to be signed and delivered on the date set forth below.

This _____ day of _____, 20__.

GWINNETT COUNTY, GEORGIA

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
Nicole L. Hendrickson

By: _____

Title: CHAIRWOMAN

Title: MAYOR

ATTEST:

ATTEST:

By: _____

By: _____

Title: County Clerk/Deputy County Clerk (SEAL) Title: City Clerk (SEAL)

APPROVED AS TO FORM:

County Attorney

**EXHIBIT A – CITY OF LAWRENCEVILLE /GWINNETT COUNTY IGA – CITY MANAGED
PROJECT AT SR 124/SCENIC HIGHWAY AND JACKSON STREET/NEW HOPE ROAD**

PROJECT NAME	PROJECT TYPE	LOCATION	DESCRIPTION	MAXIMUM COUNTY CONTRIBUTION
State Route 124/Scenic Highway	Intersection	@ Jackson Street and New Hope Road	City shall perform all phases necessary to complete an intersection improvement project. The scope of the project will include the addition of turn lanes, adding pavement width, restriping, curb and gutter, sidewalk, utility relocations, and installation of traffic signal infrastructure, including the accommodation and restoration of ATMS/ITS and communications capabilities.	\$770,833



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 22, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Mutual Assistance Agreement between Jackson EMC & City of Lawrenceville
Department:	Electric
Date of Meeting:	Monday, March 22, 2021
Fiscal Impact:	NONE
Presented By:	Chris Ridings, Electric Director
Action Requested:	Recommend approval of the agreement as presented, and for the Mayor to sign agreement with Jackson EMC.

Summary: This mutual assistance agreement is a non-binding agreement that will allow the two parties to provide emergency assistance to each other during & after storm events. This will allow the City to assist Jackson EMC in areas of JEMC service area, and would also allow JEMC to assist the City of Lawrenceville within the City's service area.

Background: The service area of the City Electric Department & the city limits of Lawrenceville do not perfectly align. There are areas inside the City that are serviced by Jackson EMC, and there are areas outside the City that are serviced by the City Electric Department. At times, it may be mutually beneficial for the two entities to provide assistance with infrastructure repair during & after storm events.

Fiscal Impact: None

Attachments/Exhibits:
Mutual Assistance Agreement

**Mutual Emergency Restoration
and Joint Use Agreement
Between
Jackson Electric Membership Corp.
and
The City of Lawrenceville, GA**

This Agreement contains Confidential Information for use by JEMC and The City of Lawrenceville and their affiliates only. No disclosure, copying, scanning, or reproduction for any other purpose (except to the extent required by law or contract) is authorized.

Mutual Emergency Restoration and Joint Use Agreement

Jackson Electric Membership Corporation, a Georgia electric membership cooperative (“JEMC”) and **The City of Lawrenceville**, a Georgia Municipality (“The City”) and enter into this **Mutual Emergency Restoration and Joint Use Agreement** (“Agreement”) as of **#Date** (“Effective Date”). JEMC and The City (collectively, “Parties” or, individually, “Party”) acknowledge:

- Both Parties operate electric utility distribution systems in the state of Georgia and in some cases both Parties have their electric lines and facilities attached to the same pole or structure;
- In some circumstances, one Party’s customers and operations would benefit from having the other Party perform emergency or joint use services on its lines and facilities as described in this Agreement;
- Both Parties desire to provide services to the other and receive services from the other on the terms and conditions of this Agreement, for the mutual benefit of JEMC’s customers, the City’s customers;

In consideration of the mutual promises expressed here, the Parties agree as follows:

PART 1 THE AGREEMENT

1.1 Services Covered. The “Services” performed under this Agreement may be either:

- (i) “Emergency Services” - Localized emergency restoration services or major storm restoration services provided by either Party to the other; or
- (ii) “Joint Use Construction” - Joint use pole construction, repair, or replacement provided by either Party to the other

1.2 Party Identification. In this Agreement, the Party performing the Services is “Performing Utility” and the Party owning the facilities where the Services are performed is “Receiving Utility.”

1.3 No Minimum Commitment. This Agreement is not an exclusive arrangement and neither Party is obligated to provide or accept any minimum amount of Services under this Agreement. The Parties must mutually agree to the performance of any Services under *Authorization for Localized Emergency Services* or *Request for Major Storm Services* in Part 2, or *Authorization for Joint Use Construction* in Part 3.

PART 2 SERVICES COVERED

2.1 Emergency Defined. In this Agreement, “Emergency” includes any distribution facility outage or trouble situation (whether caused by weather, accident, or unknown cause). An Emergency that involves localized restoration is referred to as a “Localized Emergency” and an Emergency where a “Storm Response” is activated is referred to as a “Major Storm” or “Major Storm Restoration.”

A. Contact Information. Throughout the term of this Agreement, the Parties will keep each other informed regarding proper 24/7 contact information for the Party. The Parties will also keep each other up-to-date regarding proper notification and authorization procedures.

2.2 Authorization for Localized Emergency Services.

A. Authorization for Localized Emergency Services by EMC. In the event of an Emergency that could involve EMC’s performance of Localized Emergency Services for The City, the authorization process is: (i) EMC will contact The City’s appropriate personnel; (ii) EMC and City Personnel discuss the circumstances and agree upon the action, if any, to be taken by EMC; (iii) switching will be issued to EMC by the City; and (iv) clearances on City facilities will be issued to EMC. Upon receipt of authorization and proper clearances, the Localized Emergency Services may proceed.

B. Authorization for Localized Emergency Services by The City. In the event of an Emergency that could involve The City’s performance of Localized Emergency Services for EMC, the authorization process is: (i) The City will contact the EMC operator/trouble center; (ii) The City Personnel and the EMC operator on duty will discuss the circumstances and agree upon the action, if any, to be taken by The City; (iii) switching will be issued to The City by the EMC operator; and (iv) clearances on EMC facilities will be issued by EMC to The City. Upon receipt of authorization and proper clearances, the Localized Emergency Services may proceed.

2.3 Request for Major Storm Services.

A. City Request for Major Storm Services by EMC. In the event of a Major Storm that could involve EMC’s performance of Major Storm Restoration Services for or on behalf of The City, the appropriate City personnel will contact **Georgia Electric Membership Corporation** (“GEMC”). GEMC will contact EMC and, if EMC agrees to perform the Major Storm Restoration

Services, EMC will directly contact The City for further information and details of the Major Storm Restoration Services to be performed. EMC will stay in contact with The City until released.

EMC Request for Major Storm Services by The City. In the event of a Major Storm that could involve City performance of Major Storm Restoration Services for or on behalf of EMC, JEMC will contact the appropriate City personnel. If The City agrees to perform the Major Storm Restoration Services, The City will maintain contact with JEMC for further information and details of the Major Storm Restoration Services to be performed until released.

B. Mutual Major Storm Assistance. If the Major Storm has affected the facilities of both Parties, each Party will first perform its own restoration. Afterwards, the Parties may, but are not obligated to, offer assistance to the other under this Agreement. If one Party is performing Major Storm Restoration Services for the other, and then suffers an Emergency or Major Storm outage on its own system, that Party will notify the appropriate personnel of Receiving Utility and will be dismissed from Major Storm Restoration Services for Receiving Utility.

C. Right of Refusal. If a Performing Utility crew reports to the Major Storm assembly point without appropriate crew staffing or appropriate equipment and tools, Receiving Utility reserves the right to refuse the crew and not pay compensation for that crew's travel to and from the assembly point.

2.4 Safety. Safety of personnel will be the primary objective and responsibility of Performing Utility at all times when performing any Emergency Services under this Agreement. Performing Utility will perform Emergency Services according to all applicable Occupational Safety and Health Administration ("OSHA") rules, will follow its own safety rules (except as provided in *Substation Entry* below) and protective grounding practices, and will provide all personal protective equipment. If any accident or safety mishap occurs, Performing Utility will report it to Receiving Utility.

2.5 Restoration Services. After receiving authorization as required above, Performing Utility will perform a complete restoration of Receiving Utility's facilities, in a competent manner and using "**Good Utility Practice**" (defined as any practice, method, or act engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any practice, method, or act that, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at the lowest reasonable cost consistent with good business practices, reliability, safety, and expedition). Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be practices, methods, or acts generally accepted in the region.

A. Applicable Specifications. Performing Utility will complete the restoration according to Receiving Utility's specifications. Receiving Utility will provide copies of its relevant specification documents to Performing Utility as appropriate.

B. Materials. Restoration Emergency Services will be performed by reusing, to the extent practicable, materials at the facility. If new or additional materials are required, they will be provided, upon request, by Receiving Utility. Performing Utility may provide minor materials when necessary, provided Receiving Utility is notified and agrees.

C. Utility Coordination. Performing Utility will be responsible for coordinating Emergency Services (whether underground or overhead, but not including any right-of-way, easement, or other land right) with private parties, local governments, and other utilities. If Emergency Services involve or may affect utility facilities (whether overhead or underground), Performing Utility will be responsible for providing notices and locate requests to the Utilities Protection Center, and for coordinating all activities with the Utilities Protection Center and with all utility facility owners or operators as may be required under the *Georgia Utility Facility Protection Act* (O.C.G.A. § 25-9-1, *et seq.*) or the *High-voltage Safety Act* (O.C.G.A. § 46-3-30, *et seq.*) and any amendments to these Acts. If necessary, Receiving Utility will provide maps to Performing Utility. Receiving Utility is responsible for any issue regarding right-of-way, easement or other land right.

D. Increase in Restoration Scope. If Performing Utility begins performing Emergency Services under proper authorization and then determines that work additional to the originally-contemplated scope is necessary, Performing Utility will contact the proper authority for Receiving Utility to discuss the change in scope and receive additional direction or authorization.

2.6 Services Labor and Equipment.

A. Qualified Labor. Performing Utility will use only personnel who are qualified by the necessary education, training, and experience to perform the particular tasks assigned (i.e., persons experienced in appropriate utility overhead or underground electrical distribution construction and maintenance). Subject to the provisions below, Performing Utility is responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Emergency Services.

(i) Clearances. Performing Utility will handle line clearances and switching according to Receiving Utility's operating procedures, so long as the procedures do not violate Performing Utility's safety rules. Provided that a member of Performing Utility's Emergency Services crew is properly certified, Performing Utility (acting through the coordination of The City or the EMC control center, as delineated in *Authorization for Localized Emergency Services* or *Request for Major Storm Services* above) will be responsible for signing onto all line clearances. Receiving Utility will provide information on its switching and tagging procedures and Performing Utility will use Receiving Utility's switching/blocking tags. While performing

Emergency Services under a line clearance, Performing Utility must have continuous communication with the control center of Receiving Utility through the use of a mobile telephone, dispatcher/operator, or mutually-compatible two-way radio devices.

(ii) Substation Entry. For entrance to a Georgia Integrated Transmission System (“ITS”) Substation to perform any switching or other operations with respect to Emergency Services: (a) at least one member of Performing Utility’s crew must have current ITS certification; and (b) appropriate notification must have been made to the proper transmission control authority.

B. Use of Native Crews and Contractors. Emergency Services may be performed by Performing Utility’s own native crews (employees of Performing Utility). Emergency Services may be performed by an independent contractor of Performing Utility **only** if the independent contractor also has an existing contract to perform similar services for Receiving Utility. During this Agreement’s term, the Parties will keep the other informed as to which contractors, if any, may perform Emergency Services for the Party at the request of the other Party. If Performing Utility proposes to perform Emergency Services by using a particular independent contractor that has no existing contract with Receiving Utility, Receiving Utility must specifically agree to allow that independent contractor to perform the Emergency Services.

C. Crew Composition. Crew composition will remain the same as used at Performing Utility. Receiving Utility will pay Performing Utility its actual labor costs (at the personnel’s standard labor category and pay classification), with standard overheads, but with no profit adder. For Localized Emergency Services not related to a Major Storm, Performing Utility’s standard policies for straight-time, overtime, rest time, meals, and lodging compensation will apply.

D. Labor Compensation. Receiving Utility will pay labor charges (and related meal and lodging expenses) for Emergency Services when Performing Utility’s personnel are engaged in any of the activities listed below. The Parties agree that some Localized Emergency Services may be *de minimis* (i.e., “minimal”) in nature, consisting of minor or temporary repairs, for which Performing Utility may elect not to charge Receiving Utility. Receiving Utility will determine the working hours for Major Storm Restoration. Labor and equipment rates and other compensation will be based on Performing Utility’s restoration policies for time spent:

- (i)** Traveling between the normal crew work site/reporting location and an Emergency Services work site or Major Storm assembly point;
- (ii)** Traveling between the work site and any Major Storm assembly point or between work sites;
- (iii)** Working;
- (iv)** Not working at Receiving Utility’s request, but would have been working a normally scheduled day at Performing Utility (maximum 10 hours/day);
- (v)** Assigned to standby at an assembly point or lodging facility (maximum 10 hours/day); and
- (vi)** Resting during paid rest periods required by applicable law (defined in *Compliance Requirement* in Part 5), by labor agreements, or by Performing Utility’s practice as a result of performing Emergency Services under this Agreement.

E. Equipment. Performing Utility must supply each crew with all equipment and tools reasonably necessary for performance of Emergency Services. Equipment and tools will be billed at cost (with no profit adder) and at straight time rates, with no overtime premium. Receiving Utility has the right, in accordance with Good Utility Practice, to specify equipment and tools required. Receiving Utility will pay hourly equipment charges when Performing Utility’s equipment is:

- (i)** Traveling between Performing and Receiving Utilities;
- (ii)** On the work site;
- (iii)** Traveling between the work site and any Major Storm assembly point; and
- (iv)** Not working at Receiving Utility’s request, but would have been working a normally scheduled day at Performing Utility (maximum 10 hours/day).

2.7 Notification on Localized Emergency Completion. When Performing Utility has completed Localized Emergency Services, it will notify promptly Receiving Utility’s control center and will: (i) provide directly to Receiving Utility a description of all Localized Emergency Services performed; and (ii) inform Receiving Utility as to whether the Services were *de minimis* or will be invoiced. If the Services were not *de minimis*, within 15 days, Receiving Utility will inspect and accept or reject the Localized Emergency Services work product, based on Good Utility Practice for emergency work. If the Localized Emergency Services are rejected, Performing Utility will re-perform the Localized Emergency Services in an acceptable manner or, at Receiving Utility’s discretion, no payment will be due for the rejected Localized Emergency Services.

2.8 Notification on Major Storm Restoration Completion. When Performing Utility has completed Major Storm Restoration Services, it will promptly notify the appropriate storm center and seek direction regarding further Major Storm Restoration Services to be performed or to obtain release.

PART 3 JOINT USE CONSTRUCTION

3.1 Joint Use Construction Defined. Joint Use Construction includes any routine construction work required to establish a joint use pole line or to make adjustments, additions, or repairs to an existing joint use pole. Either Party may request Joint Use Services by the other Party. The Party requesting Joint Use Services is referenced in this Agreement as Receiving Utility and the Party performing the physical work of the Joint Use Services is Performing Utility. The Parties acknowledge that this Agreement does not apply to any services performed in connection with any attachment subject to mandatory attachment rights as provided for in The Telecommunications Act of 1996, 47 U.S.C., Chapter 5, Subchapter II, Part I, § 224.

3.2 Authorization for Joint Use Construction. The Parties agree that no Joint Use Construction will be performed (whether for existing or new joint use poles) until the specific project and all details (e.g., pole ownership, division of costs, the provider of poles and hardware) of the project are agreed upon in writing.

3.3 Safety. Safety of personnel will be the primary objective and responsibility of Performing Utility at all times when performing Joint Use Services. Performing Utility will perform Joint Use Services according to all applicable OSHA rules, will follow its own safety rules and protective grounding practices, and will provide all personal protective equipment. If any accident or safety mishap occurs, Performing Utility will report it to Receiving Utility.

3.4 Performance of Joint Use Construction. After receiving authorization as required above, Performing Utility will perform Joint Use Services in a competent manner and using Good Utility Practice.

A. Applicable Specifications. Receiving Utility will provide copies of its relevant specification documents to Performing Utility, as appropriate. Performing Utility will complete Joint Use Services according to the requirements of Receiving Utility's specifications, the most current edition of the National Electrical Safety Code ("NESC"), and applicable law. In the event of any conflict, the more stringent requirement will govern.

B. Materials. Joint Use Services will be performed by using materials provided by Receiving Utility. Performing Utility may provide materials when necessary, provided Receiving Utility is notified and agrees.

C. Utility Coordination. Performing Utility will be responsible for coordinating Joint Use Services (other than right-of-way, easement, or other land right issues with private parties, local governments, and other utilities. If Joint Use Services involve or may affect utility facilities (whether overhead or underground), Performing Utility will be responsible for providing notices and locate requests to the Utilities Protection Center, and for coordinating all activities with the Utilities Protection Center and with all utility facility owners or operators as may be required under the *Georgia Utility Facility Protection Act* (O.C.G.A. § 25-9-1, *et seq.*) or the *High-voltage Safety Act* (O.C.G.A. § 46-3-30, *et seq.*) and any amendments to these Acts. If necessary, Receiving Utility will provide maps to Performing Utility. Receiving Utility is responsible for any issue regarding right-of-way, easement, or other land right.

D. Increase in Scope. If Performing Utility begins performing Joint Use Services under proper authorization and then determines that work additional to the originally-contemplated scope is necessary, Performing Utility will contact the proper authority for Receiving Utility to discuss the change in scope and receive additional direction or authorization.

3.5 Joint Use Construction Procedure and Compensation.

A. Qualified Labor. Performing Utility will use only personnel and contractors who are qualified by the necessary education, training, and experience to perform the particular tasks assigned to them (i.e., personnel experienced in utility overhead electrical distribution construction and maintenance). Subject to the provisions below, Performing Utility will be responsible for training its personnel and for ensuring they have the technical qualifications necessary to provide Joint Use Services.

(i) Clearances. Line clearances and switching will be handled according to Receiving Utility's operating procedures, so long as the procedures do not violate Performing Utility's safety rules. Provided that a member of Performing Utility's Joint Use Services crew is properly certified, Performing Utility will be responsible for signing onto all line clearances. Receiving Utility will provide information on its switching and tagging procedures and Performing Utility will use Receiving Utility's switching/blocking tags. While performing Joint Use Construction under a line clearance, Performing Utility must have continuous communication with the control center of Receiving Utility through the use of a mobile telephone, dispatcher/operator, or mutually-compatible two-way radio devices.

(ii) Substation Entry. For entrance to a Georgia ITS Substation to perform any switching or other operations: (a) at least one member of Performing Utility's crew performing the Joint Use Services must have current ITS certification; and (b) appropriate notification must have been made to the proper transmission control authority.

B. Use of Native Crews and Contractors. Joint Use Construction may be performed by Performing Utility's own native crews (employees of Performing Utility). Crew composition will remain the same as used by Performing Utility. Joint Use Services may be performed by an independent contractor of Performing Utility **only** if the independent contractor also has an existing contract to perform similar Joint Use Construction for Receiving Utility. During this Agreement's term, the Parties will keep each other informed as to which contractors, if any, may perform Joint Use Services pursuant to this Agreement. If Performing Utility proposes to perform Joint Use Construction by using a particular independent contractor that has no existing contract with Receiving Utility, Receiving Utility must specifically agree to allow that independent contractor to perform Joint Use Services.

C. Compensation. Payment for Joint Use Construction will be made to Performing Utility its actual labor and equipment costs (at straight-time rates, with no overtime premium, unless Receiving Utility expressly agrees to pay labor at overtime rates) with standard overheads, but with no profit adder. Any shared costs are to be agreed upon during authorization.

3.6 Notification on Completion. When Performing Utility has completed Joint Use Construction, it will promptly notify Receiving Utility and provide a description of the Joint Use Construction performed. Within 15 days, Receiving Utility will inspect and accept or reject the Joint Use Construction work product. If the Joint Use Construction is rejected for good cause, Performing Utility will re-perform the Joint Use Construction in an acceptable manner or, at Receiving Utility's discretion, no payment will be due for the rejected Joint Use Construction.

PART 4 PAYMENT

4.1 Invoices. For Services other than *de minimis* services, Performing Utility will prepare and submit an invoice conforming to the terms and conditions of this Agreement and providing all information required by the other Party. Invoices for Emergency Services should be submitted within 90 days and invoices for Joint Use Construction should be submitted with 60 days. Terms and conditions included on any invoice will not alter or amend the provisions of this Agreement.

A. Invoices by Contractors. If any Services under this Agreement are provided by a contractor under *Use of Native Crews and Contractors* in either Part 2 or Part 3, the contractor will be responsible for billing directly Receiving Utility under their agreement. If the Parties agree, incidental billings by contractors may be sent to Receiving Utility by Performing Utility on contractor's behalf.

4.2 Payment. The Parties agree to standard payment terms of net 30 days from satisfactory completion of the Services and receipt of an invoice. No payment will be deemed past due until 45 days after receipt of an invoice. Interest, at the rate of ½% per month will accrue beginning 60 days after invoice receipt. The following provisions of the *Georgia Prompt Pay Act* (O.C.G.A. § 13-11-1, *et seq.*), if applicable to the Services, will not apply to this Agreement: (i) the time requirement in O.C.G.A. § 13-11-4(a); and (ii) the interest rate in O.C.G.A. § 13-11-7(a).

4.3 Responsibility for Expenses. Each Party is solely responsible for all expenses, costs, liabilities, taxes, assessments, maintenance, insurance, and other fees or obligations incurred by it, its subcontractors, or their agents and employees at any time and for any reason as a result of this Agreement or performance of the Services (including withholding taxes; Social Security taxes; unemployment taxes; sales, use and excise taxes; workers' compensation insurance premiums; and royalties and license fees for patented designs, processes or products).

PART 5 INSURANCE AND INDEMNIFICATION

5.1 Insurance. Each Party will maintain in effect, at all times during the term of this Agreement, insurance covering workers' compensation, commercial general public liability, and automobile liability in amounts and with deductible or self-insurance features as consistent with its customary practices. If either Party acts as a self-insurer with respect to workers' compensation, that Party will, regardless of fault, indemnify, hold harmless, and defend (if requested) the other Party, and its officers, directors, employees, agents, representatives, and affiliates, from and against any claim for personal injury or death made by any employee, officer, agent, representative, or contractor of the self-insured Party that is based upon or arises out of performance of Services under this Agreement.

5.2 EMC Persons Indemnified. For purposes of this Agreement, the term "EMC Persons Indemnified" includes EMC and all present and future affiliates, their subsidiaries and permitted successors and assigns, and each of their respective officers, directors, employees, agents, and representatives and all parties claiming through them.

5.3 City of Lawrenceville Indemnified. For purposes of this Agreement, the term "City of Lawrenceville Indemnified" includes The City, and all present and future affiliates, their subsidiaries and permitted successors and assigns, and each of their respective officers, directors, employees, agents, and representatives and all parties claiming through them.

5.4 Indemnification Obligations. Despite any provision in this Agreement to the contrary, no Party nor its Persons Indemnified will be liable under this Agreement for consequential, special, indirect, treble, exemplary, incidental, or punitive damages of any type under any circumstance, regardless of whether such damages may be available under applicable state or federal law. Whenever

any liability is incurred by either or both of the Parties for injury to the personnel of either Party or damage to the property of either Party, or for injury to other persons or their property, arising out of Services under this Agreement, the liability for such damage, as between the Parties, will be as follows:

- (i) Each Party will be liable for all damages for injury to persons or property caused solely by the Party's negligence or solely by the Party's failure to comply at any time with any applicable law or with the NESC ("Sole Fault");
- (ii) Each Party will be liable for all damages for injury to its own personnel or its own property caused by the concurrent negligence of both Parties, or due to a cause that cannot be traced to the Sole Fault of the other Party;
- (iii) Each Party will be liable for one-half of all damages for injury to any person other than personnel of either Party, and for one-half of all damages for injury to property not belonging to either Party, caused by the concurrent negligence of both Parties, or due to a cause that cannot be traced to the Sole Fault of the other Party;
- (iv) If, on account of injuries of the character described in subpart (i) or (ii) of this *Indemnification Obligations* provision, either Party makes any payment to its injured personnel (or estate) in conformity with: (a) the provision of any workers' compensation for personal injury to an employee by accident arising out of and in the course of employment, whether based on negligence on the part of the employer or not; or (b) any plan for employee disability benefits or death benefits now established or hereafter adopted by the Parties or either of them, the payment will be construed to be damage for injury within the terms of subparts (i) or (ii) and will be reimbursed by the Parties in accordance with subparts (i) or (ii) above; or
- (v) Any claim, demand, loss, damage, expense, suit, action, judgment, cost, or any other liability arising under this *Indemnification Obligations* provision will be dealt with jointly by the Parties. If a claimant desires to settle upon terms acceptable to one Party but not to the other, the Party desiring to settle may, without waiver of or prejudice to its rights under this *Indemnification Obligations* provision, pay to the other Party one-half of the expense such settlement would involve, and afterwards the non-settling Party will be bound to protect the Party making the payment from all further liability and expense on account of such claim, provided that if in subsequent proceedings the matter is adjudged so that, after payment of all costs, the amount previously paid exceeds that Party's ultimate one-half liability, a partial or complete refund will be made.

B. Indemnity Coverage. For purposes of this *Indemnification Obligations* provision, "expenses" include court costs, actual attorneys' fees reasonably incurred, costs of investigation, costs of defense, expert witness and consulting fees, costs of enforcing the indemnity, settlements, payments, interest expense, and judgments associated with all covered claims or proceedings and in enforcement of this provision.

5.5 Protection of Services and Property. Performing Utility will take all reasonable precautions to: (i) maintain adequate protection of all its Services from damage; (ii) protect Receiving Utility's property from injury or loss arising in connection with this Agreement; and (iii) adequately protect adjacent property, whether public or private and whether real or personal. Performing Utility will, at its expense, rebuild, repair, restore, and make whole any injury or damage to any property of Receiving Utility or adjacent property that occurs during performance of the Services, to the extent the injury or damage was caused by Performing Utility.

5.6 DISCLAIMER. NEITHER PARTY MAKES ANY REPRESENTATION, COVENANT, OR WARRANTY OF ANY KIND (INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) CONCERNING SERVICES PROVIDED UNDER THIS AGREEMENT.

5.7 Services Performed by Contractors. If Emergency Services or Joint Use Construction is provided by a contractor under *Use of Native Crews and Contractors* in Part 2 or Part 3, respectively, the contractor will be deemed to be performing under the applicable agreement between contractor and each Party and all rights, obligations, and liabilities will be governed by the agreement between the contractor and the applicable Party.

PART 6 TERM AND TERMINATION

6.1 Term. The initial term of this Agreement is one year. At the end of the initial term, the Agreement will renew automatically for successive one-year terms until terminated by either Party as provided below.

6.2 Termination for Convenience. Either Party may terminate this Agreement by giving the other Party written notice at least 30 days before the effective date of termination.

6.3 Termination for Default. Either Party may terminate this Agreement immediately upon written notice if the other Party has breached any of its material obligations and has not cured (or begun taking diligent action to cure) the breach within 30 days following written notice of breach from the other Party.

PART 7 MISCELLANEOUS PROVISIONS

7.1 Relationship of Parties. Performing Utility will be an independent contractor for Receiving Utility. Neither Party will be considered an agent, partner, joint venturer, employee, or representative of the other. No affiliate of either Party will have any liability

whatsoever for a Party's performance or nonperformance under this Agreement. Nothing in this Agreement will be construed to create any duty, obligation, or liability of either Party to any person or entity not a party to this Agreement. Neither Party will assign or transfer any of its rights or interests in, or obligations under, this Agreement without the prior written consent of the other Party.

7.2 Notice. All notices permitted or required by this Agreement will be in writing and will be deemed delivered upon a) personal delivery (effective that date); (b) email delivery (effective that date if sent by 5:00 p.m. (recipient's time); otherwise, the next business day); (c) prepaid nationally- or internationally-recognized commercial overnight courier (effective the next business day); or (d) registered or certified U.S. mail, with proper postage (effective the following fourth business day). A Party will provide all notices to the other at the address shown below, or to any other address that a Party designates by written notice under this *Notice* provision.

If to Jackson EMC:

#Name
#Title
Jackson Electric Membership Corporation
#Address
#City, GA #ZIP
Email

If to The City of Lawrenceville:

Chuck Warbington, City Manager
The City of Lawrenceville
[Address Here](#)

7.3 Governing Law and Interpretation. This Agreement will be governed by and construed under Georgia law. Any lawsuit or other legal action or proceeding related to this Agreement will be filed in either a state or federal court sitting in the state of Georgia. If a provision is ruled invalid or unenforceable, the validity or enforceability of this Agreement as a whole will not be affected. All captions are solely for convenience and are not to be considered in interpreting this Agreement. In this Agreement, “including” and “include” are deemed to be followed by the phrase “without limitation,” “but not limited to,” or “but are not limited to,” as appropriate in the context and “or” means “either or both” (i.e., “A or B” means “A or B or both A and B”).

7.4 Entire Agreement; Modifications. This Agreement, including all documents attached or incorporated by reference, states all agreed terms and conditions regarding the Services. Any prior or contemporaneous oral or written negotiation, promise, representation, or agreement is merged into and superseded by this Agreement. The Parties acknowledge that the Common Use Agreement is still in effect, and, in the event of a conflict, agree that the Common Use Agreement takes precedence. No waiver, amendment, change, alteration, or modification of this Agreement is binding unless in writing and signed by an authorized representative of each Party. Any waiver, disclaimer of liability, indemnity, release from liability, or limitation on liability expressed in this Agreement (whether in contract, equity, tort, or otherwise, and regardless of the fault, negligence, strict liability, or breach of warranty of a Party or its Persons Indemnified) will survive Agreement termination or expiration.

Each Party, acting through its authorized representative signing below, acknowledges that it has read the terms and conditions of this Agreement and that it understands and agrees to be bound by these provisions.

Agreed by
The City of Lawrenceville

By: _____
#Name
#Title
Date: _____

Agreed by
Jackson Electric Membership Corporation

By: _____
#Name
#Title
Date: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 22, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Property and Casualty Insurance Renewal
Department:	City Manager
Date of Meeting:	Monday, March 22, 2021
Fiscal Impact:	\$145,625.00 in FY 2021 and \$582,500.00 in FY 2022
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of the renewal of property and casualty insurance with Insurance Office of America in an amount of \$728,125.00 through June 30, 2022.

Summary: This is the fourth of four renewals for property and casualty insurance coverages for the City to include general liability, property, automobile, law enforcement, crime protection, cyber security, employee benefits administration, public official's liability, employment practices liability and umbrella coverage. IOA shopped our coverages to seven carriers that are underwriting government coverage and the best coverage at the lowest cost is presented. The total package of coverages was \$555,760.00 last year.

We are asking to approve coverage for 15 months through June 30, 2022 to get the renewal on the same schedule as the City's fiscal year. This simplifies the process for auditing and budget purposes.

A comparison of last year and this year's coverage and pricing for a twelve-month period is attached to the agenda.

Budget impact: \$145,625.00 in FY 2021 (three months April – June 2021) and \$582,500.00 the 12-months of FY 2022 to extend coverage through June 30, 2022 to coincide with the City's fiscal year.

Premium Summary

COVERAGE	2020/2021		2021/2022	
Property	\$	68,778	\$	70,418
Inland Marine		Included		Included
Cyber		21,599		27,801
Law Enforcement Liability		45,925		55,228
General Liability		79,589		79,614
Public Entity Management Liability		21,584		21,908
Employee Practices Liability		19,116		18,479
Automobile		235,113		251,485
Drone		0		1,788
Crime		4,332		4,332
Travel & Accident		1,243		1,243
Umbrella		58,481		50,204
Total	\$	555,760	\$	582,500

Note: Premiums indicated above include State Fees and Taxes, when applicable.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 22, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Renewal of Worker's Comp Insurance Coverage
Department:	City Manager
Date of Meeting:	Monday, March 22, 2021
Fiscal Impact:	\$30,700 for fiscal year 2021 and \$92,098 for fiscal year 2022
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of contract with Underwriters Safety and Claims to provide worker's comp excess insurance and broker fees in an amount of \$122,798 for 15 months.

Summary: The City is self-insured on worker's comp insurance. We contract for excess insurance to cover an amount of more than \$600,000 for any one claim. This contract with Underwriters Safety and Claims is to provide worker's comp excess insurance and broker fees in an amount of \$122,798 for 15-months to extend renewal to coincide with the City fiscal year. This is the fourth of four renewals.

Fiscal Impact: Claims for worker's comp are paid from the City budgeted Worker's Comp fund as self-insured. This insurance amount provides excess liability insurance and claims broker/administrative services in an amount of \$122,798 for 15-months. As a basis of comparison, last year's cost was \$6,763 per month and this renewal is \$8,187 per month. There was no increase last year so this increase amount covers two years.



CITY OF LAWRENCEVILLE
SPECIFIC & AGGREGATE EXCESS INSURANCE

TERM: April 1, 2021 to July 1, 2022 (15 Months)
 MIDWEST EMPLOYERS CASUALTY (A+ XV)

<u>RENEWAL</u>	<u>EXPIRING</u>
April 1, 2021	April 1, 2020
15 Months	12 Months

SPECIFIC

Specific Limit	Statutory	Statutory
Specific Retention	\$ 500,000	\$ 500,000
	\$ 600,000 (Gas, Waterworks, Electric & Power, Police)	\$ 600,000 (Gas, Water, Electric & Power, Police)
Employers Liability		
Limit	\$1,000,000	\$1,000,000
Retention	\$ 500,000	\$ 500,000
	\$ 600,000 Same Above	\$ 600,000 Same Above

AGGREGATE

Aggregate Limit	\$1,000,000	\$1,000,000
Minimum Agg. Retention	\$1,909,589	\$1,465,261

DEPOSIT PREMIUM

15 Month Estimated Payroll	\$21,068,000	\$15,038,934
Annual Deposit Premium	\$ 116,548	\$ 76,146
Annual Broker Fee	<u>\$ 6,250</u>	<u>\$ 5,000</u>
	\$ 122,798	\$ 81,146

NOTE: Current policy expiring April 1, 2021 was issued for a 2-year term, no change in rate or SIR since April 1, 2019.

Broker Fee has been pro-rated for a 15 month term. (Above premium is at 0% commission).



LAWRENCEVILLE

GEORGIA

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

Item: CIC2020-00005; Extra Space Storage; 840 Scenic Highway

Department: Planning and Development

Date of Meeting: Monday, March 22, 2021

Presented By: Todd Hargrave

Department Recommendation: **DENIAL**

Planning Commission Recommendation: **DENIAL**

Summary: The applicant requests a change-in-conditions to the previously approved Special Use Permit for the self-storage facility (SU-16-16) to allow dumpsters to be placed outside of the building.

Attachments/Exhibits:

- CIC2020-00005 Report
- CIC2020-00005 Planning and Development Recommendations
- CIC2020-00005 Planning Commission Recommendations
- CIC2020-00005 Attachments
- CIC2020-00005 ATTACHMENTS_RE_PLANSUBMITTAL2020-07033

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE IN CONDITIONS REPORT

CASE NUMBER	CIC2020-00005
APPLICANT	EXTRA SPACE STORAGE
CONTACT	JAINET YOUNG
PHONE NUMBER	404.270.3603
ZONING CHANGE	-
LOCATION	840 SCENIC HIGHWAY
PARCEL ID	R5108 068
ACREAGE	1.37
PROPOSED DEVELOPMENT	CHANGE IN CONDITIONS TO AMEND CONDITION NUMBER 12 OF APPROVED CASE SU-16-16.
DEPARTMENT RECOMMENDATION	DENIAL

ZONING HISTORY:

The property has been zoned BG (General Business District) since 1987. In 2016 the property was granted a Special Use permit for a Self-Storage Facility pursuant to case SU-16-16. In 2018, a Change-in-Conditions request to allow an external dumpster pad and enclosure was denied, pursuant to CIC-18-11.

PROJECT DATA:

The applicant is requesting a Change in Conditions to the previously approved Special Use Permit (SU-16-16) which requires all storage to be indoors. The property is a 1.37-acre parcel and it is located along the eastern right-of-way of Scenic Highway at its intersection with Sugarloaf Parkway. The property is currently developed as a self-storage facility and access to the property is off two shared driveways- one on Scenic Highway and the other on Sugarloaf Parkway. The applicant is requesting to amend Condition 12. The conditions currently read as follows:

“12. Dumpsters shall be stored internally.”

The applicant proposes to modify the approval of SU-16-16, by amending Condition 12. to remove the phrase “shall be stored internally” and replace with “Dumpster enclosure shall be constructed as a stand-alone structure from the principal building” .

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Neighborhood Mixed Use Character Area. The vision for the Neighborhood Mixed Use character area is to provide a center for local services that is walkable from nearby residential areas. The Neighborhood Mixed Use areas are primarily located in the southern half of the city to serve Traditional Residential neighborhoods. The City Council has set a precedent in the area that outdoor storage should not be seen from the right-of-way as well as by denying the previous request (CIC-18-11)..

The surrounding area is characterized by a mix retail developed lots, a private school, and commercial uses all zoned BG (General Business District) to the south across Sugarloaf Parkway, and adjacent to the north and east, with residential uses extending beyond the corridor. Additionally, to the west across Scenic Highway are commercial uses within Gwinnett County.

The City Council was specific about dumpsters being stored within the building when approving the Special Use Permit in 2016; the City Council recently adopted policies strictly prohibiting outdoor storage of equipment, materials and merchandise; which could be interpreted to include a dumpster enclosure in a parking lot located at the center of a major gateway into the city limits. Therefore, the request for a Special Use Permit allowing the outdoor dumpster enclosure in the front yard area may not be appropriate in view of the Council's efforts to change the image of the city, but the overall appearance as well.

Furthermore, the requested Change-in-Conditions is the result of the applicant requesting a building permit for the installation of solar panels on the existing structure. Part of the review process includes a preliminary review of each request to verify compliance with the rules and regulations of the City. As a result, the applicant was informed in writing of the zoning violation related to SU-16-16 and instructed of the necessary actions to correct the violation before the issuance of a building permit (see attached).

The proposed Change-in-Conditions to allow a dumpster enclosure in the front yard area of the self-storage facility may be inconsistent with policies of the Comprehensive Plan and precedent set by the City Council. The Planning and Development Department recommends **DENIAL** of this request.

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

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

#15945 – 01/16/2019 – No sign permit on file, complied

CEU2020-02045 - 09/09/2020 – CIC-18-11; violation of conditions of zoning (No. 12
“Dumpsters shall be stored internally”).

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

1. **Will the Special Use Permit proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *The proposed change may be inconsistent with precedent set by the City Council.*
2. **Will the Special Use Permit proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the Special Use Permit proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use Permit proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use Permit proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *if properly conditioned, any adverse impacts may be mitigated.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use Permit proposal?** *The City Council has decided outdoor storage is not appropriate for this area.*

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS - 11192020**

CIC2020-00005:

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

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

Approval of Change in Conditions to SU-16-16, subject to the following enumerated conditions:

1. The applicant shall meet all requirements of Article VIII of the Development Regulations in regards to the landscape strip and parking lot trees. The Council removed the entry drives as part of the calculation. ~~Therefore, the applicant will be required to install 18 street trees and 54 evergreen shrubs. Street trees, including but not limited to oaks, maples, and/or zelkovas shall be planted in a manner that does not impair the structural integrity of any retaining walls.~~ The applicant shall submit a landscape plan for review and approval of the Director of Planning and Development.
2. Storage units shall not be used for manufacturing, retail or wholesale, office or other businesses or service use.
3. Storage units shall not be used for human habitation.
4. Access to all storage units shall be from the interior of the main building. No access to a storage unit shall lead directly to the exterior of the building.
5. Outdoor speakers or sound amplification systems shall be prohibited.
6. No outdoor storage of any type shall be allowed at the facility.
7. The facility shall provide adequate loading and unloading area which shall be outside of all the designated and required parking spaces, all travel lanes and all fire lanes.
8. Exterior lighting shall be contained in cutoff type luminaries designed so that it does not cause a hindrance to the motoring public. They will be directed downward in a manner that is subject to the approval of the Planning and Development Department.
9. The property owner shall provide a permanent easement at the corner property lines adjacent to Scenic Highway and Sugarloaf Parkway for the exclusive use of the City of

Lawrenceville only to construct a monument type sign at a future time determined by the City of Lawrenceville. The proposed signage shall not exceed 12 feet in overall height as measured from the adjacent roadway centerline elevation. The property owner will provide a one-time check to the City of Lawrenceville in the amount of \$6,000.00 to be used for the construction of the Gateway Node signage.

- ~~10. Approval shall be specific to the site plan provided with the application.~~ **The approved “As-Built” survey shall be revised to reflect the approved conditions of zoning.**
- ~~11. Approval shall be specific to the building elevation drawings provided with the application.~~ **Building elevations depicting the dumpster enclosure shall be submitted for the review and approval of the Director of the Planning and Development Department.**
- ~~12. Dumpsters shall be stored internally.~~ **The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure. The dumpsters and associated enclosure and pad shall be located outside of any required buffer, easement or setback.**
- 13. Dumpster shall be screened with landscaping so as not to be visible from any park, plaza, or sidewalk. The applicant shall submit a landscape plan for review and approval of the Director of Planning and Development.**
- 14. The dumpsters, associated enclosure and concrete pad shall be designed to adequately support the size and weight of service vehicles. The “Front Load Dumpster” enclosure shall be uncovered and a concrete pad measuring 10 feet in width and 10 feet in depth shall be installed. The final site and building design**

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

15. Sign twirling is prohibited.
16. Interior of the building shall not be visible through windows from the exterior of the building and you shall not be able to see interior doors.
17. The building shall be constructed architecturally so that the reliefs and accents are at least equivalent to picture #1 (exhibit 1) and shall not be as shown in picture #2 (Exhibit 2).
18. The property owner will complete the preliminary construction of the improvements for the entryway sign.

**PLANNING COMMISSION DEPARTMENT
RECOMMENDED CONDITIONS – 03022021**

Additions in **BOLD**

Deletions in STRIKETHROUGH

CIC2020-00005: Motion made TO RECOMMEND DENIAL OF CIC2020-00005 by Board Member Thomas, Seconded by Board Member Nash.

Voting Yea: Board Member Young, Board Member Johnston, Jr., Board Member Thomas, Board Member Nash, and Board Member Boutwell.

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

Approval of Change in Conditions to SU 16-16, subject to the following enumerated conditions:

1. ~~The applicant shall meet all requirements of Article VIII of the Development Regulations in regards to the landscape strip and parking lot trees. The Council removed the entry drives as part of the calculation. Therefore, the applicant will be required to install 18 street trees and 54 evergreen shrubs. Street trees, including but not limited to oaks, maples, and/or zelkovas shall be plated in a manner that does not impair the structural integrity of any retaining walls. The applicant shall submit a landscape plan for review and approval of the Director of Planning and Development.~~
2. ~~Storage units shall not be used for manufacturing, retail or wholesale, office or other businesses or service use.~~
3. ~~Storage units shall not be used for human habitation.~~
4. ~~Access to all storage units shall be from the interior of the main building. No access to a storage unit shall lead directly to the exterior of the building.~~
5. ~~Outdoor speakers or sound amplification systems shall be prohibited.~~
6. ~~No outdoor storage of any type shall be allowed at the facility.~~
7. ~~The facility shall provide adequate loading and unloading area which shall be outside of all the designated and required parking spaces, all travel lanes and all fire lanes.~~
8. ~~Exterior lighting shall be contained in cutoff type luminaries designed so that it does not cause a hindrance to the motoring public. They will be directed downward in a manner that is subject to the approval of the Planning and Development Department.~~

9. ~~The property owner shall provide a permanent easement at the corner property lines adjacent to Scenic Highway and Sugarloaf Parkway for the exclusive use of the City of Lawrenceville only to construct a monument type sign at a future time determined by the City of Lawrenceville. The proposed signage shall not exceed 12 feet in overall height as measured from the adjacent roadway centerline elevation. The property owner will provide a one time check to the City of Lawrenceville in the amount of \$6,000.00 to be used for the construction of the Gateway Node signage.~~
10. ~~Approval shall be specific to the site plan provided with the application. The approved "As-Built" survey shall be revised to reflect the approved conditions of zoning.~~
11. ~~Approval shall be specific to the building elevation drawings provided with the application. Building elevations depicting the dumpster enclosure shall be submitted for the review and approval of the Director of the Planning and Development Department.~~
12. ~~Dumpsters shall be stored internally. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure. The dumpsters and associated enclosure and pad shall be located outside of any required buffer, easement or setback.~~
13. ~~Dumpster shall be screened with landscaping so as not to be visible from any park, plaza, or sidewalk. The applicant shall submit a landscape plan for review and approval of the Director of Planning and Development.~~
14. ~~The dumpsters, associated enclosure and concrete pad shall be designed to adequately support the size and weight of service vehicles. The "Front Load Dumpster" enclosure shall be uncovered and a concrete pad measuring 10 feet in width and 10 feet in depth shall be installed. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.~~
15. ~~Sign twirling is prohibited.~~
16. ~~Interior of the building shall not be visible through windows from the exterior of the building and you shall not be able to see interior doors.~~
17. ~~The building shall be constructed architecturally so that the reliefs and accents are at least equivalent to picture #1 (exhibit 1) and shall not be as shown in picture #2 (Exhibit 2).~~
18. ~~The property owner will complete the preliminary construction of the improvements for the entryway sign.~~



LAWRENCEVILLE

GEORGIA

CHANGE IN CONDITIONS APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>EXTRA SPACE STORAGE</u>	NAME: <u>EXTRA SPACE PROPERTIES TWO LLC</u>
ADDRESS: <u>2795 E. COTTONWOOD PKWY # 300</u>	ADDRESS: <u>2795 E. COTTONWOOD PKWY # 300</u>
CITY: <u>SALT LAKE CITY</u>	CITY: <u>SALT LAKE CITY</u>
STATE: <u>UT</u> ZIP: <u>84121</u>	STATE: <u>UT</u> ZIP: <u>84121</u>
CONTACT PERSON: <u>JANET YOUNG</u> PHONE: <u>470-270-3603</u> <u>jyoung@extraspace.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.	
PRESENT ZONING DISTRICT(S): <u>B6</u> REQUESTED ZONING DISTRICT: <u>B6</u> <i>Only site plan amendment to allow dumpster</i>	
PARCEL NUMBER(S): <u>5108/1063</u> ACREAGE: <u>1.3764</u>	
ADDRESS OF PROPERTY: <u>840 SCENIC HWY - LAWRENCEVILLE, GA 30046</u>	

[Signature] 10/8/20
SIGNATURE OF APPLICANT DATE

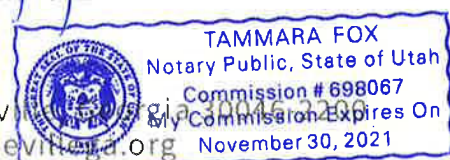
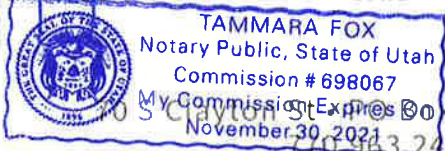
[Signature] 10/8/20
SIGNATURE OF OWNER DATE

Gwyn McNEAL
TYPED OR PRINTED NAME

Gwyn McNEAL
TYPED OR PRINTED NAME

Tammara Fox 10/8/20
NOTARY PUBLIC DATE

Tammara Fox 10/8/20
NOTARY PUBLIC DATE



Box 2200 • Lawrenceville, GA 30046 • 770-963-2414 • www.lawrencevillega.org

10/27/2020

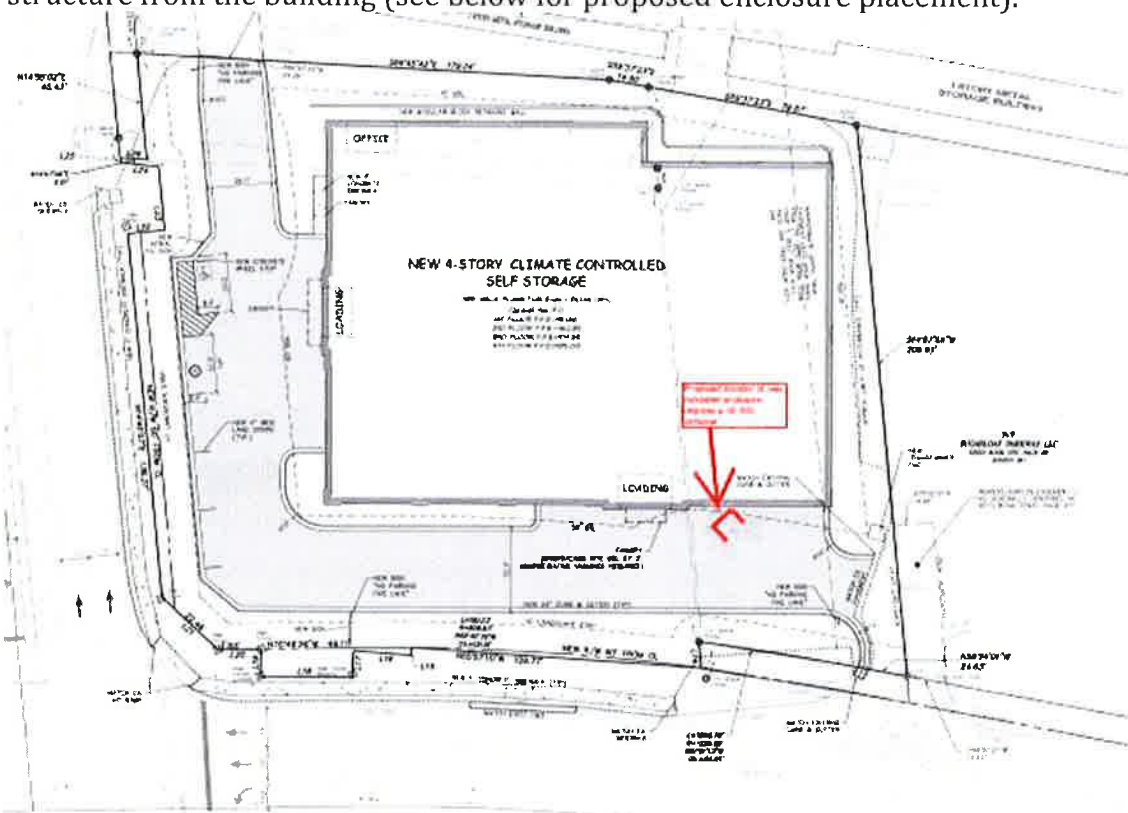
Gwinnett County/City of Lawrenceville

RE: Letter of Intent for Variance of Original Building Plan

Extra Storage Space (ESS)- 840 Scenic Highway N. Lawrenceville, GA 30046

To whom it may concern,

The original building plan for this location indicated that the required garbage dumpster was to be placed inside the building and accessed through a roll up garage door. Due to space constraints this enclosure was omitted. ESS is proposing that a new dumpster enclosure is constructed, per local code, and is a stand-alone structure from the building (see below for proposed enclosure placement).

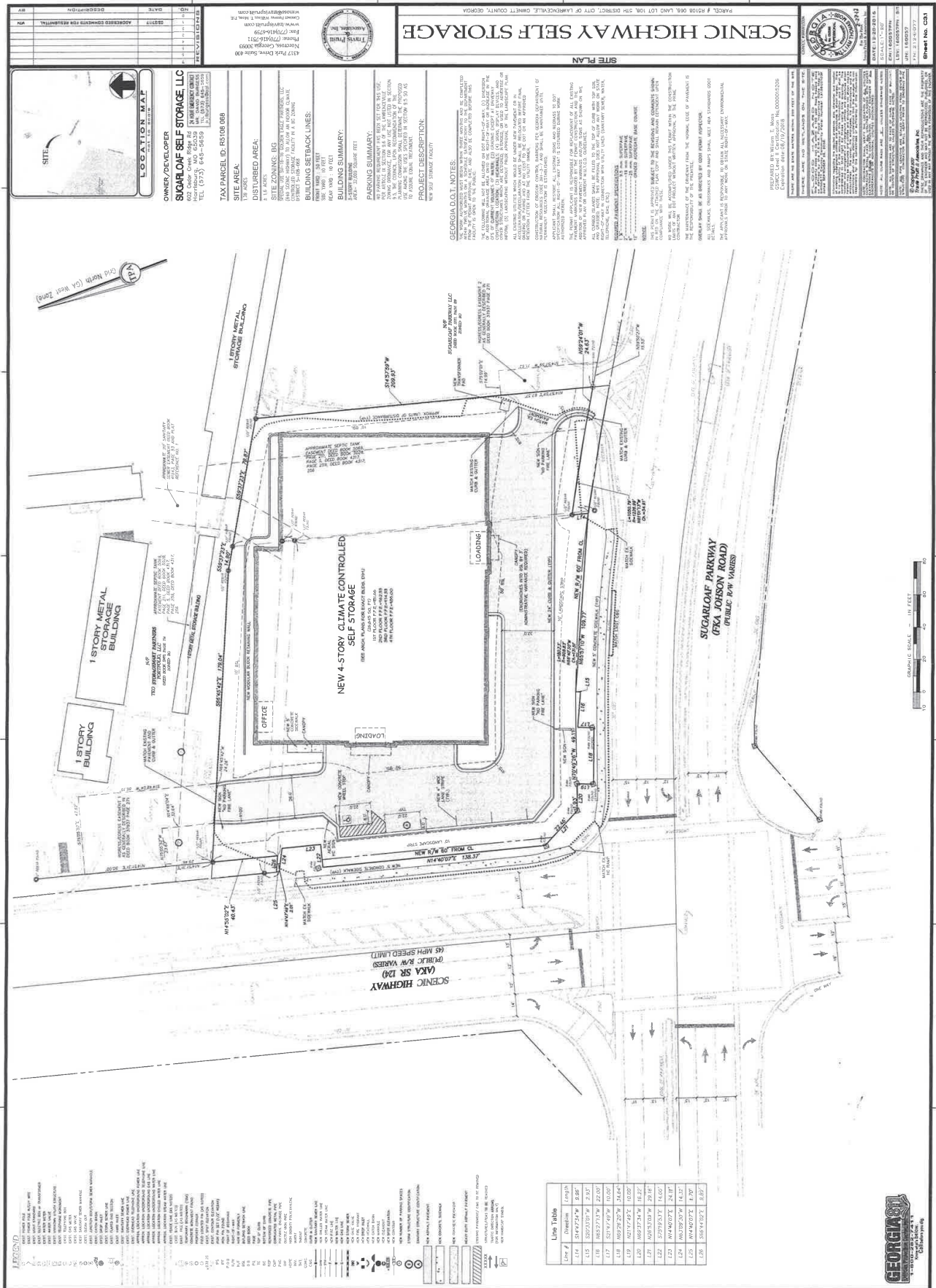


The enclosure is designed to contain a Dumpster with the following dimensions: 6'L X 3.5'W X 4'H. The construction plans and design documents for the enclosure are included with this letter for your review.

Thank you in advance for your consideration.

Sincerely,
Jainet Young
District Manager
470-270-3603

CIC 2020-0005



EXTRA SPACE STORAGE DUMPSTER 840 SCENIC HIGHWAY LAURENCEVILLE, GA

OWNER
STANLEY
1405 HAZEN STREET
ATLANTA, GA 30334

CONTACT: SCOTT ZANARDI, PRESIDENT
EMAIL: SZANARD@ZANARDI.COM

ARCHITECT
ZANARDI ARCHITECTS, P.C.
3675 CRENSHAW PARKWAY
DUBLIN, GA 31006
(770) 486-1391

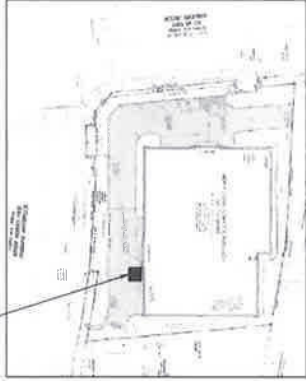
CONTACT: SCOTT ZANARDI, AIA
EMAIL: SZANARD@ZANARDI.COM

BUILDING INFORMATION:

CONSTRUCTION - BC TYPE I-B - NFPA V(000)
NON-SPRINKLERED
ONE STORY - OPEN DUMPSTER ENCLOSURE - 60 SF
OCCUPANCY CLASSIFICATION UTILITY (U)
OCCUPANCY LOAD: 0 PEOPLE

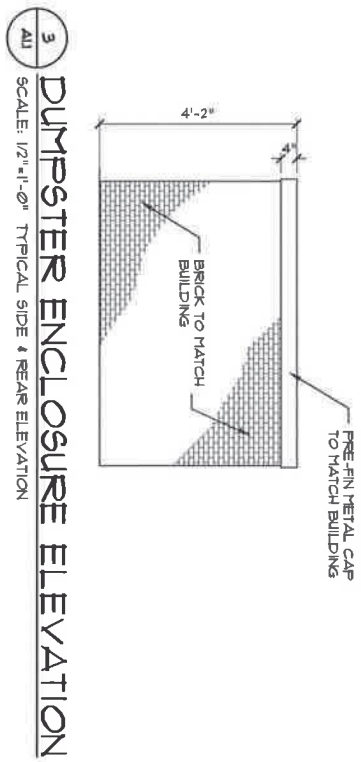
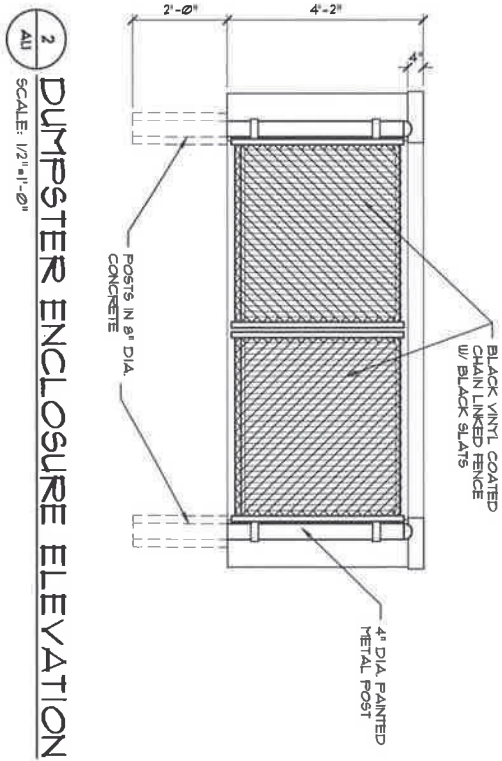
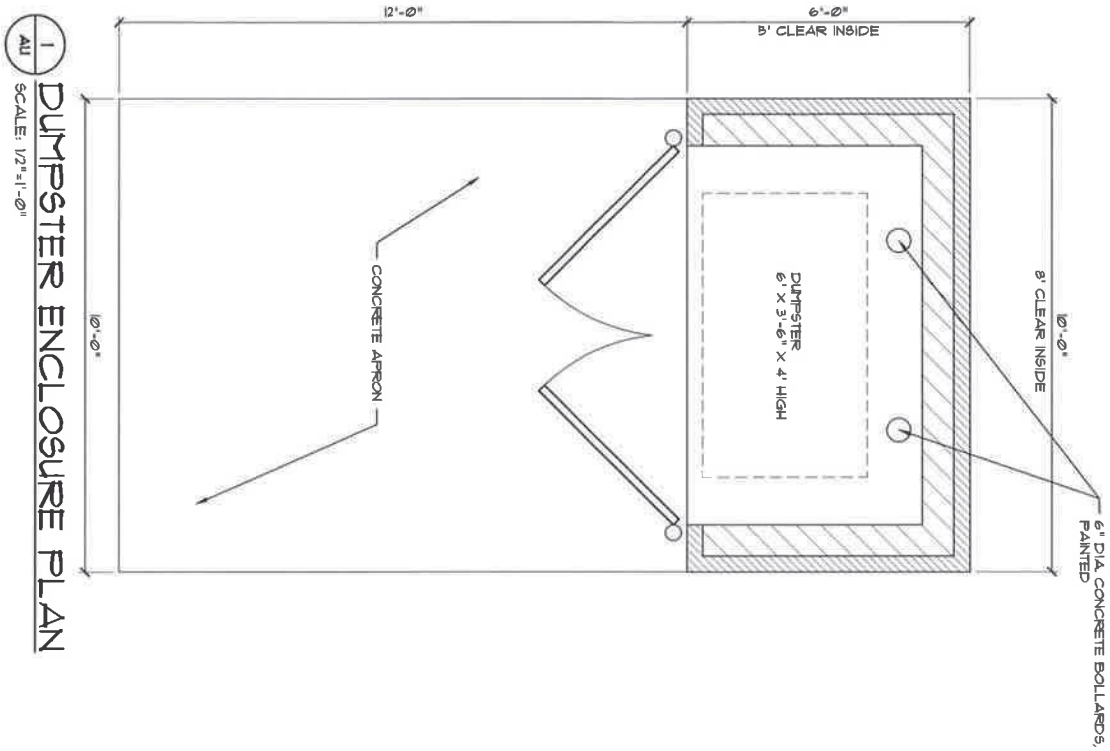
LOCATION MAP:

NOT TO SCALE



GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THE FOLLOWING CODES:
 - (1) National Building Code (NBC) 2015 Edition with 2018 Amendments
 - (2) International Building Code (IBC) 2015 Edition with 2018 Amendments
 - (3) International Fire Code (IFC) 2015 Edition with 2018 Amendments
 - (4) International Plumbing Code (IPC) 2015 Edition with 2018 Amendments
 - (5) International Mechanical Code (IMC) 2015 Edition with 2018 Amendments
 - (6) International Energy Conservation Code (IECC) 2015 Edition with 2018 Amendments
 - (7) International Building Code (IBC) 2015 Edition with 2018 Amendments
 - (8) International Building Code (IBC) 2015 Edition with 2018 Amendments
2. FIRE CODES:
 - (1) NFPA Code and Standard, Current Edition (NFPA 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 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1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 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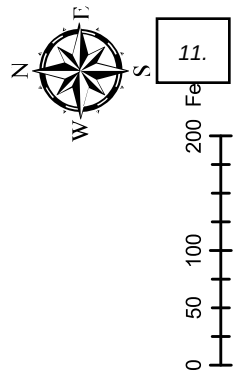
The City of Lawrenceville
Planning & Development

Aerial Map and
Surrounding Area
File # CIC2020-00005

Applicant:
Extra Space Storage

Legend

-  Subject Property
-  Parcels
-  Roads





The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # CIC2020-00005

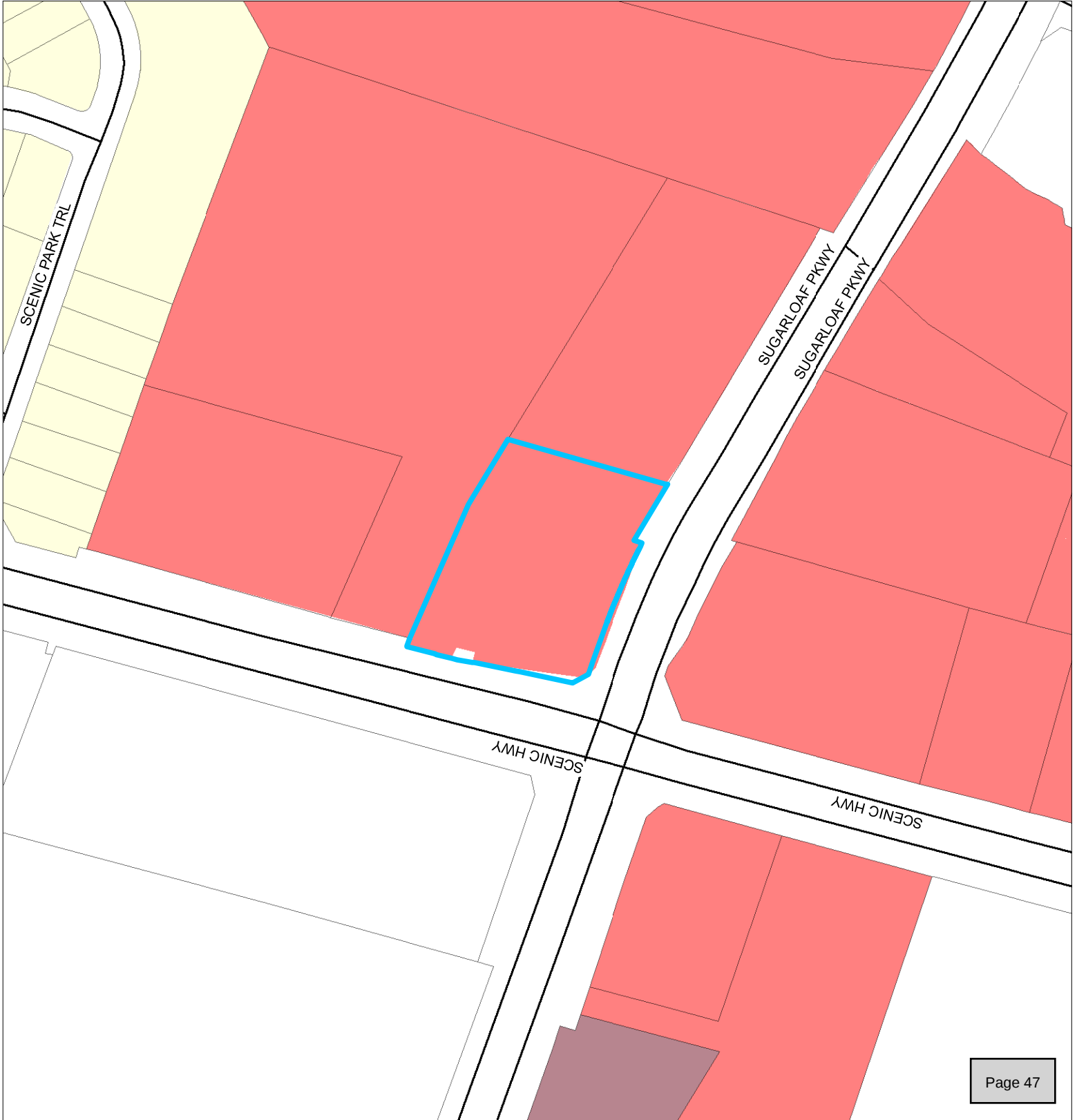
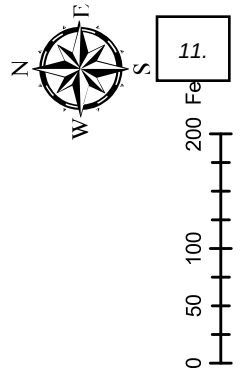
Applicant:
Extra Space Storage

Legend

-  Subject Property
-  Parcels
-  Roads

Zoning Districts

-  BG General Business
-  HSB Highway Service Business
-  RS60 Single-Family Residence



From: [Todd Hargrave](#)
To: ["Christopher Morse"](#)
Cc: [Rebecca Nelson](#); [Eric Domesick](#); [Mitch Butler](#); [Helen Appenzeller](#)
Bcc: [Frank Hartley](#)
Subject: RE: PLANSUBMITTAL2020-07033
Date: Wednesday, September 9, 2020 8:57:00 AM
Attachments: [image012.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[CIC-18-11 Report.pdf](#)
[image002.png](#)
[image005.png](#)
[image007.png](#)
[image028.png](#)

Our records do not indicate the submittal of an application requesting a permit for the installation of solar panels at this site. Therefore, the requests has not been accepted or rejected. Part of the review process includes compliance with the City's Zoning Ordinance and previously approved rezoning request.

In 2016, the City Council approved a Special Use Permit (SU-16-16) allowing the development of an Indoor Climate Controlled Storage Facility at the subject property. The approval included a condition of zoning limiting the location of the dumpster to within the confines of the structure. In 2018, the owner/tenant submitted a request for a Change-in-Conditions (CIC-18-11) to remove this restriction; however, the request did not have the support of the City Council and ultimately denied. As previously mentioned, a Certificate of Occupancy was issued erroneously, and the matter must be resolved before the issuance any additional permits.

If the owner/tenant wants a permit to install the solar panels, the alternatives are limited to the installation of the dumpster within the confines of the building as originally agreed upon or submit a Change-in-Conditions application requesting to delete or modifying Condition 12 from the initial rezoning approval. The next submittal deadline is Friday, October 2, 2020, with subsequent hearing dates during the month of November 2020. It is the owner/tenant(s) responsibility to comply with the conditions of zoning established by the City Council.

Regards,

Todd Hargrave | Director
 Planning and Development Department



70 S Clayton St
 PO Box 2200,
 Lawrenceville GA 30046
 Office: 678.407.6563 | Mobile: 470.214.8597
Todd.Hargrave@LawrencevilleGa.org | LawrencevilleGa.org



From: Christopher Morse <christopher.morse@renewvia.com>

Sent: Tuesday, September 8, 2020 3:37 PM

To: Todd Hargrave <Todd.Hargrave@lawrencevillega.org>

Cc: Rebecca Nelson <Rebecca@claytonjoseph.com>; Eric Domescik <eric@renewvia.com>; Mitch Butler <mitch@renewvia.com>

Subject: RE: PLANSUBMITTAL2020-07033

CAUTION: This email originated from outside of City of Lawrenceville. Maintain caution when opening external links/attachments.

Mr. Hargrave

I am responding to the kick back of our permit. Could you give me a call 907-854-9089

Respectfully

Christopher Morse

Director of Construction



1425 Mayson Street | Atlanta, GA 30324

MOBILE 907-854-9089

EMAIL christopher.morse@renewvia.com **WEBSITE** www.renewvia.com

From: Rebecca Nelson <Rebecca@claytonjoseph.com>

Sent: Tuesday, September 8, 2020 3:09 PM

To: Christopher Morse <christopher.morse@renewvia.com>

Cc: Mitch Butler <mitch@renewvia.com>

Subject: FW: PLANSUBMITTAL2020-07033

Please see below. I am about to call Chris and explain.

Feel Free To Contact Me With Any Questions.

Respectfully,
Rebecca Nelson
Office Administrator



Clayton Joseph Construction Services, LLC

276 Arnold Mill Rd * Woodstock, Ga 30188

678.494.4929 / Fx 678.494.0843

As always, we thank you for giving us the opportunity to serve you.

From: Todd Hargrave <Todd.Hargrave@lawrencevillega.org>

Date: Tuesday, September 8, 2020 at 3:05 PM

To: Rebecca Nelson <Rebecca@claytonjoseph.com>

Cc: "Rob.Mathis@gwinnettcounty.com" <Rob.Mathis@gwinnettcounty.com>

Subject: RE: PLANSUBMITTAL2020-07033

The City of Lawrenceville Solar Panels supplemental regulations may be found below. However, a condition of zoning must be satisfied before any permit is issued by the city. According to our records, the Conditions of Zoning relating to the initial request (SU-16-16) have not been met. Condition 12. reads as follows:

"12. Dumpsters shall be stored internally"

Additionally, a request for a Change-in-Conditions (CIC-18-11) to allow an external dumpster pad and enclosure was denied by the City Council of Lawrenceville. However, according to our records, a Certificate of Occupancy was issued erroneously, and the matter must be resolved before the issuance any additional permits. Please consider this email to be your written notice for violating the Conditions of Zoning of SU-16-16.

902 Planning and Development Director

A. Role of the of Planning and Development Director.

1. The Director shall administer and enforce this Ordinance with the assistance of the Planning and Development staff and other persons as appointed by the City Council.
2. The Director shall have the authority to approve and issue certificates of occupancy, and to make interpretations and determinations of the Zoning Ordinance and Zoning Map in order to carry out the intent and purpose of this Zoning Ordinance.
3. If the Director finds that any of the provisions of this Ordinance are being violated, they shall notify in writing the person responsible for such violations, indicating the nature of the violation and ordering the action necessary to correct it. The Director shall order discontinuance of illegal use of land, buildings, or structures; removal of illegal buildings or structures or of illegal additions, alterations, or structural changes; discontinuance of any illegal work being done; or shall take any other action authorized by this Ordinance to ensure compliance with or to prevent violation of its provisions.
- 4.

Once the dumpster issue is resolved, the following shall apply.

Depending on the location of the panels, the following types of permits may be required.

- Commercial Development Permit – If physically anchored or located on the subject property. Cannot be located within a buffer, easement, landscape strip or a front yard area.
- Building Permit – if physically anchored or attached to the structure.
- Building Permit – Electrical permit may be required.

200.3.1 Solar Panels

Solar panels are permitted as an accessory use in all districts to promote clean, sustainable and renewable energy resources. The intent of these regulations is to establish general guidelines to prevent off-site nuisances including unreasonable visual interference, light glare, and heat that the incorrect placement of solar panels may create. Furthermore, no solar panel system shall be constructed, erected, installed, or located before proper approval has been obtained pursuant to this Section.

- A. Requirements and Regulations.** Solar panel systems shall conform to or be evaluated for compliance with the following standards:
1. The proposed system is no larger than necessary to provide 120 percent of the electrical energy

- requirements of the primary structure to which it is accessory to as determined by a contractor licensed to install solar and photovoltaic energy systems.
2. If roof mounted, the solar panel system shall:
 - a. Be flush mounted on the roof unless good cause is shown by the applicant that the solar panel is not at an appropriate angle to obtain sufficient sun exposure;
 - b. Be located in the most inconspicuous location on the roof so as not to be seen from the street, if possible, and still be able to function as designed; and
 - c. Not extend higher than the peak of a sloped roof or higher than 5 feet from the top of a flat roof.
 3. If freestanding, the solar panel system shall:
 - a. Not extend more than 10 feet above the existing grade in residential districts. In all other districts, the maximum height of a solar panel system will be determined on a case by case basis upon plan review.
 - b. Not be located in a front yard.
 - c. Not be located in any required side or rear yard setback areas for accessory uses.
 - d. Not be positioned so as to reflect sunlight onto neighboring property, public streets or sidewalks, including onto any neighboring structures.
 - e. Be landscaped at the base and the back of the panel structure if structure is visible from neighboring property.
 4. All signs, both temporary and permanent, are prohibited on solar panel or solar collection systems, except as follows:
 - a. Manufacturer or installer's identification information on the system.
 - b. Appropriate warning signs and placards.
 5. Solar panel systems shall comply with all applicable sections of the [City of Lawrenceville Building Code](#), [International Building Code \(IBC\)](#), and applicable industry standards such as the American National Standards Institute (ANSI), Underwriters Laboratories (UL), or an equivalent third party.
 6. All electrical transmission wires and connections on freestanding solar panel system shall be located underground.
- A. Utility Connection. Solar panel systems proposed to be connected to the local utility power grid shall adhere to corresponding statutory provisions of the Georgia Statutes.
- Maintenance. All solar panel systems shall be maintained in good, working order.

Todd Hargrave | Director

Planning and Development Department



70 S Clayton St
PO Box 2200,
Lawrenceville GA 30046
Office: 678.407.6563 | Mobile: 470.214.8597
Todd.Hargrave@LawrencevilleGa.org | LawrencevilleGa.org



From: Rob.Mathis@gwinnettcountry.com <Rob.Mathis@gwinnettcountry.com>

Sent: Tuesday, September 8, 2020 1:28 PM

To: Rebecca@claytonjoseph.com

Cc: Todd Hargrave <Todd.Hargrave@lawrencevillega.org>

Subject: RE: PLANSUBMITTAL2020-07033

CAUTION: This email originated from outside of City of Lawrenceville. Maintain caution when opening external links/attachments.

I have emailed my contact with the City of Lawrenceville, but haven't heard back from him yet.

I will let you know when I do.

Thanks,

Rob



Rob Mathis, CFPS, CFPE | Fire Planner II | Gwinnett County Government
678-518-6103 | 446 West Crogan St, Lawrenceville GA 30046
| www.gwinnettcounty.com

Use our online services to submit your project construction plans electronically.

<https://eddspermits.gwinnettcounty.com/citizenaccess/>

Did you receive the service you need? Your feedback is appreciated.

<http://www.gwinnettcounty.com/portal/gwinnett/Departments/PlanningandDevelopment/CustomerServiceSurvey>

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Email correspondence to/from a county email account is considered public information
and subject to release under Georgia laws or pursuant to subpoena.

From: Rebecca Nelson <Rebecca@claytonjoseph.com>

Sent: Tuesday, September 8, 2020 1:27 PM

To: Mathis, Rob <Rob.Mathis@gwinnettcounty.com>

Subject: Re: PLANSUBMITTAL2020-07033

CAUTION: This email originated from outside of Gwinnett County Government. Maintain caution when opening external links/attachments.

Good Afternoon Rob,

I am trying to apply for a building permit with the City of Lawrenceville and they require that we have stamped plans from Gwinnett County Fire Marshal before we can even begin that process.

We have done 3 building permits so far with Gwinnett for solar panels in the last few months. And I know this is in Lawrenceville, but they told me that they can't help me until I go through Gwinnett County Fire Marshal's Office first.

Should I just show them the email that states you don't need to review?

Feel Free To Contact Me With Any Questions.

Respectfully,
Rebecca Nelson
Office Administrator



Clayton Joseph Construction Services, LLC
276 Arnold Mill Rd * Woodstock, Ga 30188
678.494.4929 / Fx 678.494.0843

As always, we thank you for giving us the opportunity to serve you.

From: "Claudia.Reit@gwinnettcountry.com" <Claudia.Reit@gwinnettcountry.com>

Date: Tuesday, September 8, 2020 at 10:57 AM

To: Rebecca Nelson <Rebecca@claytonjoseph.com>

Subject: FW: PLANSUBMITTAL2020-07033

See email that Fire sent to the City of Lawrenceville.



Claudia Reit | Engineer III | Gwinnett County Government
678.518.6048 | 446 W. Crogan Str. Suite 150|
Claudia.reit@gwinnettcountry.com | Lawrenceville,30046 |
www.gwinnettcountry.com

From: Mathis, Rob <Rob.Mathis@gwinnettcountry.com>

Sent: Tuesday, September 8, 2020 10:55 AM

To: 'todd.hargrave@lawrencevillega.org' <todd.hargrave@lawrencevillega.org>

Cc: Reit, Claudia <Claudia.Reit@gwinnettcountry.com>

Subject: FW: PLANSUBMITTAL2020-07033

Todd,

Fire does not review or inspect solar panels. What do you need from us for this project to move forward?

Thanks,

Rob



Rob Mathis, CFPS, CFPE | Fire Planner II | Gwinnett County Government
678-518-6103 | 446 West Crogan St, Lawrenceville GA 30046
| www.gwinnettcountry.com

Use our online services to submit your project construction plans electronically.
<https://eddspermits.gwinnettcountry.com/citizenaccess/>

Did you receive the service you need? Your feedback is appreciated.

<http://www.gwinnettcountry.com/portal/gwinnett/Departments/PlanningandDevelopment/CustomerServiceSurvey>

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 and subject to release under Georgia laws or pursuant to subpoena.

From: Reit, Claudia <Claudia.Reit@gwinnettcountry.com>

Sent: Tuesday, September 8, 2020 10:52 AM

To: Mathis, Rob <Rob.Mathis@gwinnettcountry.com>

Subject: FW: PLANSUBMITTAL2020-07033

Good morning, Rob

I have a customer that is trying to apply for solar panels in the City of Lawrenceville however the city will not let them pull the permit without Fire approval. What can they do in this case, because you don't review solar panels?

Thanks,



Claudia Reit | Engineer III | Gwinnett County Government
 678.518.6048 | 446 W. Crogan Str. Suite 150|
Claudia.reit@gwinnettcountry.com | Lawrenceville, 30046 |
www.gwinnettcountry.com

From: Craig, Tamara <Tamara.Craig@gwinnettcountry.com>

Sent: Tuesday, September 8, 2020 10:42 AM

To: Reit, Claudia <Claudia.Reit@gwinnettcountry.com>

Subject: RE: PLANSUBMITTAL2020-07033

Yes, ask Rob and let me know what he says.



Tamara Craig | Customer Service Associate III |
 Gwinnett County Government
 678.518.6242 | 446 West Crogan Street, Lawrenceville
 GA 30046 | www.gwinnettcountry.com
Follow us @GwinnettGov and sign up for email newsletters!
Have you completed the [2020 Census](#)? Help us make sure #EveryOneCounts!

From: Reit, Claudia <Claudia.Reit@gwinnettcountry.com>

Sent: Tuesday, September 8, 2020 10:40 AM

To: Craig, Tamara <Tamara.Craig@gwinnettcountry.com>

Subject: RE: PLANSUBMITTAL2020-07033

I know, but City will not approve them without something from Fire. I don't know what to do. Should I ask Rob?



Claudia Reit | Engineer III | Gwinnett County Government
678.518.6048 | 446 W. Crogan Str. Suite 150|
Claudia.reit@gwinnettcountry.com | Lawrenceville, 30046 |
www.gwinnettcountry.com

From: Craig, Tamara <Tamara.Craig@gwinnettcountry.com>

Sent: Tuesday, September 8, 2020 10:02 AM

To: Reit, Claudia <Claudia.Reit@gwinnettcountry.com>

Subject: RE: PLANSUBMITTAL2020-07033

I don't know. I asked Rob and he said they don't review solar panels.



**United States®
Census
2020**

Tamara Craig | Customer Service Associate III |
Gwinnett County Government
678.518.6242 | 446 West Crogan Street, Lawrenceville
GA 30046 | www.gwinnettcountry.com
Follow us @GwinnettGov and sign up for email newsletters!
Have you completed the [2020 Census](#)? Help us make sure #EveryOneCounts!

From: Reit, Claudia <Claudia.Reit@gwinnettcountry.com>

Sent: Tuesday, September 8, 2020 9:56 AM

To: Craig, Tamara <Tamara.Craig@gwinnettcountry.com>

Subject: FW: PLANSUBMITTAL2020-07033

You closed this one last week however City of Lawrenceville will not approve their plans without Fire approval...What should we do?

From: Rebecca Nelson <Rebecca@claytonjoseph.com>

Sent: Tuesday, September 8, 2020 9:13 AM

To: Reit, Claudia <Claudia.Reit@gwinnettcountry.com>

Subject: Re: PLANSUBMITTAL2020-07033

CAUTION: This email originated from outside of Gwinnett County Government. Maintain caution when opening external links/attachments.

Good Morning Claudia,

You've been so incredibly helpful to me with these solar permits and was wondering if you have

any advice on how to proceed with this submittal? I can't get a hold of anyone from the Gwinnett County Fire Marshal's office and I'm not sure who else to call. I replied to the EDR Gatekeeper but didn't get a response either.

From: Rebecca Nelson <Rebecca@claytonjoseph.com>

Date: Friday, September 4, 2020 at 4:46 PM

To: EDR Gatekeeper <EDRGatekeeper@gwinnettcountry.com>, "info@epsprofessional.com" <info@epsprofessional.com>

Subject: Re: PLANSUBMITTAL2020-07033

In order to apply for a building permit in Lawrenceville, I have to have stamped approved plans from Gwinnett County Fire Marshal and I was told to submit the plans on Gwinnett County's portal. Is there any further instruction that you can help me with so that I may do this properly?

Thank you so much for your help!

Get [Outlook for iOS](#)

From: EDR Gatekeeper <EDRGatekeeper@gwinnettcountry.com>

Sent: Friday, September 4, 2020 4:42:54 PM

To: Rebecca Nelson <Rebecca@claytonjoseph.com>; info@epsprofessional.com <info@epsprofessional.com>

Subject: PLANSUBMITTAL2020-07033

Good Afternoon,

The property located at 840 Scenic Hwy is located in the city limits of Lawrenceville, therefore your request needs to be made to the city.

Thank you,

Gwinnett County Planning and Development

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 22, 2021

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Agreement Renewal with Impact 46
Department:	City Manager
Date of Meeting:	Monday, March 22, 2021
Fiscal Impact:	TBD based on individual scopes of work
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of Agreement with Impact 46 and transfer of Addendum #3 from the 2020 Agreement to follow this Agreement

Summary: The City entered into an Agreement with Impact 46 in April 2020 establishing the Lawrenceville Response Center, to provide services to those in need during the COVID crisis. Subsequently, we have entered into three addendums for expanded scopes of work to provide assistance to citizens of Lawrenceville for various projects. The previous Agreement expired on December 31, 2020 and we would like to extend the Agreement to continue the partnership we have established with Impact 46 and the various agencies with which they have collaborated. The impacts on our citizens include financial burdens, temporary and permanent job loss and unemployment, and mental and physical health effects. It is important for the City to protect the well-being and health and safety of its citizens. The City must mitigate burdens placed on the public safety infrastructure, city owned and operated utilities, and demands for resources including those of food banks and the Lawrenceville Housing Authority. Providing assistance, including food, housing and other life sustaining necessities, to the citizens of Lawrenceville that are the most vulnerable is in the best interest of the City and its citizens. Such assistance directly benefits the City and its citizens by preventing hunger, preventing homelessness, helping to maintain property values by preventing foreclosures, allowing continued payment of utility bills, and lessening the burdens placed on public safety infrastructure.

Fiscal Impact: The fiscal impact will depend on the scope of work and addendums we enter into with Impact 46 over time.

AGREEMENT

This **AGREEMENT** made and entered into this ____ date of _____, 2021 by and between the City of Lawrenceville, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the "City," and Impact 46, Inc., a domestic nonprofit corporation, hereinafter referred to as "Impact 46."

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. PURPOSE:

The City desires to continue providing assistance to those in need and qualified under the ongoing program the City has developed, especially during this time that the City and its citizens are directly impacted by COVID-19. These impacts include but are not limited to financial burdens, temporary and permanent job loss and unemployment, and mental and physical health effects. It is important for the City to protect the well-being and health and safety of its citizens. The City must mitigate burdens placed on the public safety infrastructure, city owned and operated utilities, and demands for resources including those of food banks and the Lawrenceville Housing Authority. Providing assistance, including food, housing and other life sustaining necessities, to the citizens of Lawrenceville that are the most vulnerable is in the best interest of the City and its citizens. Such assistance directly benefits the City and its citizens by preventing hunger, preventing homelessness, helping to maintain property values by preventing foreclosures, allowing continued payment of utility bills, and lessening the burdens placed on public safety infrastructure. Because of the needs of its citizens and benefits received by the City and its citizens, the City finds that it is in its best interest and the best interest of its citizens to provide assistance as set forth in this Agreement.

The further purpose of the execution of this Agreement is solely for continuance of a partnership with Impact 46 for the expressed purpose of supporting the Lawrenceville Response Center as defined further in the Scope of Work and Performance sections of this Agreement.

2. TERM:

This Agreement shall be retroactive to be effective starting on January 1, 2021 and end on December 31, 2021. It will automatically renew for an additional year unless notice of intent to terminate is given by either Party by November 1 of the then current renewal year. The Agreement will expire with no additional renewals as of December 31, 2026.

3. USE OF FUNDS:

Impact 46 agrees to maintain a separate and distinct set of accounts and records to ensure that funds are used solely for the purposes outlined herein. All funds must have documented expenditures within the term of the Agreement or any renewal. Any ineligible

or unexpended funds must be returned to the City not later than 15 business days following the date of termination of this Agreement.

4. SCOPE OF WORK:

Impact 46 shall:

- a) Administer and oversee the terms and conditions in this Agreement and shall ensure that any monies provided are utilized pursuant to the provisions of this Agreement.
- b) Impact 46 will lead strategic non-profit partners to operate an intake center (Lawrenceville Response Center) as well as develop a long-term sustainability model for services to vulnerable families/residents in Lawrenceville. This will include:

- i. Immediate Response:

- 1. Impact 46 (with strategic partners) will provide a Lawrenceville Response Center ("LRC") to respond to those in need of housing, financial resources, and food as a result of income loss from COVID19. The purpose of the LRC is to have a city specific place where Lawrenceville residents can contact a case manager for resources. The case manager will receive intake forms from Home First Gwinnett as well as intake forms from its own website and then assess, manage, and report.

- 2. Impact 46 will serve as the community liaison and fiscal agent to create a network of community partners and providers with collaborative and coordinated efforts to:

- a. Fund the Short-term and long term strategies through community partners, sponsors, in-kind donations, and donors;
- b. Identify and understand the underlying systematic issues and approaches surrounding poverty; and
- c. Build working and sustainable models for unique and long-term community outreach.

- ii. Impact 46 will serve as a community hub for coordination and collaboration in Lawrenceville that:

- 1. Helps move existing charity models towards strategic plans for long-term systematic impact and
- 2. Launch pilot programs in coordination with community partners and providers.

5. PERFORMANCE:

Impact 46 agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified herein. Anticipated results of this partnership include creation and operation of the LRC as well as the development and implementation of a long-term sustainability model for services to vulnerable families/residents in Lawrenceville.

6. FEES, IN-KIND AND EXPENSES:

The City agrees to provide Impact 46 an amount based on a specific scope of work issued as an addendum to this Agreement to facilitate the scope of work outlined. In addition, at the City’s discretion, the City may provide in-kind materials or services to facilitate the scope of work. Impact 46 must document expenditures and any in-kind materials or services through monthly reporting and will be required to return any unobligated or ineligible expenses to the City upon the termination of this Agreement or any renewal. Any ineligible or unexpended funds must be returned to the City not later than 15 business days following the date of termination of this Agreement.

7. RECORDS:

Impact 46’s financial records, use of in-kind materials and service provision records must be available for City review. Impact 46 must adhere to Georgia state laws and policies with regard to expenditure reporting and auditing. A fiscal audit must be filed with the City for the most recent fiscal year within 180 days of the end of Impact 46’s fiscal year for each year of this Agreement.

8. REPORTING:

On, or before, the 10th day of each month, Impact 46 will provide the City with a monthly report pertaining to the administration and expenditure of funded or in-kind activities. The report format is attached as Exhibit A – Monthly Report Form.

9. SERVICE WITHIN CITY:

Impact 46 agrees that City contributed funds will be used only within the boundaries of the City of Lawrenceville.

10. METHOD OF NOTIFICATION:

All notices and communications provided for hereunder shall be sent to the following:

(1) Jen Young,
IMPACT 46
279 West Crogan Street
Lawrenceville, Ga. 30046
Jen@impact46.org

(2) Chuck Warbington, City Manager

City of Lawrenceville
PO Box 2200, Lawrenceville, GA 30046
Chuck.Warbington@lawrencevillega.org
678-407-6577

11. NOTIFICATION OF CHANGES:

Impact 46 agrees to report to the City any substantial changes to the scope of work. A substantial change includes, but is not limited to, the introduction of a new focus area or a budget increase/decrease of more than 25% within a focus area already approved. Any such changes would exceed the scope and must be approved as an Amendment to this Agreement.

12. AMENDMENTS:

No modification of this Agreement shall be made unless acknowledged in a written amendment signed by both parties.

13. INDEMNIFICATION AND HOLD HARMLESS:

Impact 46 agrees to protect, defend, indemnify, and hold harmless the City, its Council, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, of whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent errors, acts, or omissions of Impact 46.

Impact 46 further agrees to protect, defend, indemnify, and hold harmless the City, its Council, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of Impact 46.

14. TERMINATION FOR FAILURE TO PERFORM:

The City may terminate this Agreement for failure of Impact 46 to perform the services as contemplated in this Agreement at any time. Such termination shall be without prejudice to any of the City's rights or remedies provided by law.

15. TERMINATION FOR CONVENIENCE:

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. In the event of the City's termination of this Agreement for convenience, Impact 46 will be paid for those services actually performed. Partially completed performance of the Agreement will be compensated based upon a signed statement of completion to be submitted by Impact 46 who shall itemize each element of performance.

16. AGREEMENT NOT TO DISCRIMINATE:

During the performance of this Agreement, Impact 46 will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. Impact 46 will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. Impact 46 will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provision will be binding upon each subcontractor, providing that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

17. ASSIGNMENT:

Impact 46 shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the previous consent of the City in writing.

18. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

19. SEVERABILITY:

The parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

20. GOVERNING LAW:

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed in Gwinnett County, Georgia.

21. MERGER CLAUSE:

The parties agree that the terms of this Agreement include the entire Agreement between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered.

Impact 46, INC

CITY OF LAWRENCEVILLE,
GEORGIA

By: _____
Signature

By: _____
David R. Still
Mayor
City of Lawrenceville

Print Name

ATTEST:

Title

Karen Pierce, City Clerk
City of Lawrenceville

ATTEST:

Signature

(Seal)

(Seal)

APPROVED AS TO FORM:

Signature
City Attorney

Exhibit A

Monthly Report Form

MONTHLY REPORT
Impact 46
Lawrenceville Response Center – FY2020
Reporting Period:

Name/Title of Individual Completing the Report:

Contact Information:

Project Activity

1. Did the project serve only City of Lawrenceville residents? yes no

If Yes, which zip code? _____

If No, please identify other funding sources used to cover the costs of non-Gwinnett County residents served.

2. Provide a comprehensive narrative about your project accomplishments during the reporting period identifying key dates and activities accomplished.

3. Detail your project implementation and expenditure schedule. Please specify your response by focus area and elaborate on any unexpected delays or identified problems.

Project Accomplishments

(Complete this section only for projects meeting completion during the reporting period)

4. How did the project meet the identified need(s) in our community?

5. What unmet need(s) remain?



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 22, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Green Valley Paving Project
Department:	Engineering
Date of Meeting:	Monday, March 22, 2021
Fiscal Impact:	\$118,316.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Award Green Valley Paving Project to low bidder, The Dickerson Group, Inc., amount not to exceed \$118,316.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of milling, patching, and paving existing streets in the Green Valley subdivision. Also included are the removal and replacement of damaged 24" curb & gutters, sidewalks, concrete driveways, and existing storm structures and drain pipes. The streets include Creekwood Cove, Cottonwood Cove, and Long Leaf Drive.

Fiscal Impact: Amount not to exceed \$118,316.00. This project is funded by the Capital Outlay Fund (3554200-522225). Project 26-009.

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

PAGE 1

SB013-21
Green Valley Paving Project
Engineering

				East Coast Grading, Inc.		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LUMP	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00
2	Mobilization	1	LUMP	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
3	Traffic Control	1	LUMP	\$20,000.00	\$20,000.00	\$3,000.00	\$3,000.00
4	Remove & replace existing 4' Sidewalk	20	SY	\$135.00	\$2,700.00	\$45.00	\$900.00
5	Remove & replace existing 24" Curb & Gutter	30	LF	\$100.00	\$3,000.00	\$30.00	\$900.00
6	Restore broken Catch Basins tops & throats	4	EACH	\$3,500.00	\$14,000.00	\$1,500.00	\$6,000.00
7	PATCHING depth 4.0" deep – Recycled. Asphalt Con. 12.5 mm Super pave GP2 only TP 1, incl. Bitumen Mat., HL. & Tack.	20	TON	\$200.00	\$4,000.00	\$122.00	\$2,440.00
8	Recycled Asphalt conc. LEVELING 4.75 mm (85 lb./SY/IN) Incl. Bitumen. Mat., HL & Tack.	30	TON	\$150.00	\$4,500.00	\$130.00	\$3,900.00
9	Asphalt PROFILE MILLING - 0.75" depth 2% slope Full street Width.	2,424	SY	\$4.00	\$9,696.00	\$5.00	\$12,120.00
10	PERMA PAVE/Perma Flex (9.5 mm OGI) Overlay 0.75" (85 lb./SY/IN) Incl. Mat., H Lime & Tack Coat.	140	TON	\$150.00	\$21,000.00	\$130.00	\$18,200.00
11	PAVE SURFACE COURSE - Recycled Asphalt conc. 9.5 mm SURFACE COURSE (138 lb./SY/IN) SP, TP2, BLEND 1 Incl. Bitumen. Mat., HL & Tack Coat.	170	TON	\$150.00	\$25,500.00	\$130.00	\$22,100.00
12	Mill 1.0" deep exist. Creekwood Cove/Cottonwood Cove intersection ($\pm$ 350 SY) to ensure positive drainage, Remove & Replace $\pm$ 50 LF of existing Curb & Gutter and Re-pave intersection with Recycled Asphalt conc. 4.75 mm (110 lb./SY/IN) Incl. Bitumen. Mat., HL & Tack. All included.	1	LUMP	\$18,000.00	\$18,000.00	\$12,500.00	\$12,500.00

BID TABULATION**PAGE 2**

13	Mill 1.0" deep exist. Longleaf Drive ± 300 SY, All Demo, remove & replace ± 280 LF of existing 24" Curb & Gutter, Install complete 12" slim-line profile AdvanEDGE Highway Edge Drain Pipe subsurface drain pipe incl. Stone Bedding, Stone Backfill Compaction, and all Tie-ins and street patching to match existing, Re-pave ± 300 SY with Recycled Asphalt conc. with 9.5 mm (110 lb./SY/IN) Incl. Bitumen. Mat., HL & Tack. All included.	1	LUMP	\$70,000.00	\$70,000.00	\$17,500.00	\$17,500.00
14	10% Contingencies	1	LS	\$20,239.60	\$20,239.60	\$10,756.00	\$10,756.00
	TOTAL			\$222,635.60		\$118,316.00	

Recommended Vendor:

The Dickerson Group, Inc.
871 Old Peachtree Road NW
Lawrenceville, GA 30043
770-513-4558

jason.freeland@dickersongroup.net