



# LAWRENCEVILLE

## GEORGIA

### CITY COUNCIL REGULAR MEETING AGENDA

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Wednesday, December 11, 2019  
7:00 PM

Council Assembly Room  
70 S. Clayton St, GA 30046

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#### **Call to Order**

#### **Prayer**

#### **Pledge of Allegiance**

#### **Agenda Additions / Deletions**

#### **Approval of Prior Meeting Minutes**

1. November 6, 2019 Special Call Meeting
2. November 13, 2019 Regular Meeting
3. November 13, 2019 Executive Session
4. November 16, 2019 City Retreat
5. November 20, 2019 Special Call Meeting
6. November 20, 2019 Work Session
7. November 20, 2019 Executive Session
8. November 25, 2019 Special Call Meeting

#### **Recognitions**

9. Aurora Theatre

#### **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.

- [10.](#) Engineering Inspections for CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2
- [11.](#) Transportation Consultant Demand Professional Services on an Annual Contract
- [12.](#) Motorola Services PD & E-911 Invoice Requisition
- [13.](#) Purchase of Extended Warranties for 90 Body Worn Cameras and Budget Amendment 211-12-11-2019
- [14.](#) 241-301 Hanarry Dr. (North) Storm System Drain Replacement Project
- [15.](#) 1021 Henry Terrace Storm Drain Replacement Project
- [16.](#) Pike & Crogan Street Sidewalk Addition Project
- [17.](#) Clayton Street Sidewalk Addition Project
- [18.](#) Hotel/Motel Tax Litigation Extension

## **Public Hearing Old Business**

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

- [19.](#) SUP2019-00021; German Auto Solutions; 125 Park Access Road
- [20.](#) RZC2019-00010 & SUP2019-00022; The Residential Group c/o Mahaffey Pickens Tucker, LLP- Shane Lanham; Buford Drive (SR 20) at University Parkway (SR 316) Pending Annexation
- [21.](#) SUP2019-00020; 323 East Crogan; Bryan Mathews

## **Council Business Old Business**

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

- [22.](#) Heritage Trail Medallion Committee Recommendations



- [23.](#) Resolution to Approve Authorized Officials and Voting Delegates to Electric Cities of Georgia, Inc.
- [24.](#) Ordinance Amendment for Temporary Electric Service Rates
- [25.](#) Ordinance Amendment to Update Residential Electric Rates
- [26.](#) Ordinance Amendment to Update Commercial Electric Rates

### **Council Business New Business**

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

- [27.](#) Lease Agreement with Aurora Theatre
- [28.](#) 2020 Board Appointments
- [29.](#) Amendment to Chapter 4 to allow Wholesale Liquor Warehousing
- [30.](#) Ordinance to Amend Article VII of the Development Regulations
- [31.](#) Intergovernmental Agreement with Downtown Development Authority for Million-Dollar Fund Replacement

### **Executive Session - Personnel, Litigation, Real Estate**

### **Final Adjournment**



# LAWRENCEVILLE

## GEORGIA

10.

### AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 11, 2019

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                                                                                                                                                            |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Engineering Inspections for CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2                                                                                                                                                             |
| <b>Department:</b>       | Gas                                                                                                                                                                                                                                                        |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                                                                                                                                                                                                               |
| <b>Fiscal Impact:</b>    | \$21,335.12                                                                                                                                                                                                                                                |
| <b>Presented By:</b>     | Todd Hardigree                                                                                                                                                                                                                                             |
| <b>Action Requested:</b> | Ratification and approval of Engineering Inspections for CSX Railroad Crossings Gas Pipe Replacement Project Change Order 2 to CSX Transportation, Inc. Property Services in the amount of \$21,335.12. Authorization for Mayor to execute change order 2. |

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**Summary:** Mandatory engineering inspections are a requirement by CSX Transportation, Inc. Property Services to allow the City to install gas lines under CSX rail tracks. The engineering firm is of CSX's choosing and includes professional engineering inspection services, travel, lodging, and per diem costs. A CSX Railroad encroachment agreement was required to be signed to allow the City to install gas lines under CSX rail tracks. There were unknown costs associated with the agreement as it is based on progress inspections.

**Background:** The initial ratification was approved by council on July 10, 2019 in the amount of \$73,687.45. The first change order was approved by council on October 8, 2019 in the amount of \$12,876.76. Total contract value is \$107,899.33.

**Fiscal Impact:** Amount not to exceed \$21,335.12. This project is funded by the Capital Outlay Fund (515A-5.11.4700.541000). Project 11-019.

**Concurrences:**

10.

**Attachments/Exhibits:** Change Order 2



# CITY OF LAWRENCEVILLE CONTRACT/PO CHANGE ORDER

10.

Department: Gas Change Order #: 2

Project/PO: Inspections for CSX Railroad Crossings Gas Pipe Replacement Project Change Order Date: 10/7/19

Contractor/Vendor: CSX Properties

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<br>(Increase/Decrease) |
|------|-------------|---------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 1    | C           | Ratification of CSX Engineering Inspections / Invoices were inadvertently not entered for payment | \$21,335.12                                      |
|      |             |                                                                                                   |                                                  |
|      |             |                                                                                                   |                                                  |
|      |             |                                                                                                   |                                                  |
|      |             |                                                                                                   |                                                  |
|      |             |                                                                                                   |                                                  |
|      |             |                                                                                                   |                                                  |
|      |             |                                                                                                   |                                                  |
|      |             | Net Amount                                                                                        | \$21,335.12                                      |

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

Original Contract/PO Amount: \$ 73,687.45

Previous Change Order Amount: \$ 12,876.76

Amount of Change Order Requested (Increase/Decrease) \$ 21,335.12

New Contract/PO Amount (Including this Change Order) \$ 107,899.33

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.

Todd Hardigree  
Requestor

Todd Hardigree  
Department Director

Authorized Approval



# LAWRENCEVILLE

## GEORGIA

11.

### AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 11, 2019

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                                                                                                                                                    |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Transportation Consultant Demand Professional Services on an Annual Contract                                                                                                                                                       |
| <b>Department:</b>       | Engineering                                                                                                                                                                                                                        |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                                                                                                                                                                                       |
| <b>Fiscal Impact:</b>    | \$1,000,000.00                                                                                                                                                                                                                     |
| <b>Presented By:</b>     | Dennis Billew                                                                                                                                                                                                                      |
| <b>Action Requested:</b> | Approval to renew Transportation Consultant Demand Professional Services on an Annual Contract with Hayes, James & Associates, Inc., Jacobs Engineering Group, Inc., and Precision Planning, Inc. in the amount of \$1,000,000.00. |

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**Summary:** This is a demand engineering contract, and usage will vary depending upon number of projects to be completed. Hayes, James & Associates, Inc. and Jacobs Engineering Group, Inc. held pricing firm. Precision Planning, Inc. increased their fees 2% as allowed for in the original contract document. This is the fourth and final renewal option.

#### **Background:**

**Fiscal Impact:** Amount of \$1,000,000.00. This contract is funded by multiple funding sources that is dependent upon the specified project.

#### **Concurrences:**

#### **Attachments/Exhibits:**

Bid Tabulation

RP001-15

Transportation Consultant Demand Professional Services on an Annual Contract  
Department of Public Works

COST TABULATION

|                                          | Hayes, James & Associates,<br>Inc. | Jacobs Engineering Group,<br>Inc. | Precision Planning, Inc. |
|------------------------------------------|------------------------------------|-----------------------------------|--------------------------|
| PERSONNEL POSITION / BILLING<br>CATEGORY | Hourly Billing Rate                | Hourly Billing Rate               | Hourly Billing Rate      |
| Principal-In-Charge                      | \$150.00                           | \$175.00                          | \$176.81                 |
| Project Manager                          | \$140.00                           | \$150.00                          | \$150.02                 |
| Engineer, Senior                         | \$120.00                           | \$145.00                          | \$135.02                 |
| Engineer                                 | \$100.00                           | \$130.00                          | \$98.58                  |
| Engineer, Associate                      | \$100.00                           | \$120.00                          | \$80.37                  |
| Technician                               | \$90.00                            | \$95.00                           | \$64.29                  |
| CADD Technician                          | \$65.00                            | \$85.00                           | \$64.29                  |
| Administrative Support                   | \$60.00                            | \$60.00                           | \$60.01                  |
| Landscape Architect, Senior              | \$140.00                           | \$95.00                           | \$117.87                 |
| Landscape Architect                      | \$100.00                           | \$85.00                           | \$75.01                  |
| Surveyor, Principal                      | \$140.00                           | \$105.00                          | \$150.02                 |
| Surveyor, Senior                         | \$120.00                           | \$100.00                          | \$100.73                 |
| Surveyor, Project                        | \$100.00                           | \$85.00                           | \$80.37                  |
| Survey Crew                              | \$120.00                           | \$125.00                          | \$133.95                 |
| Aerial Survey                            | N/A                                | \$2,000.00                        | \$1,196.46               |
| Mobile Scanner                           | N/A                                | \$1,500.00                        | \$884.34                 |
| SUE Crew                                 | \$140.00                           | \$128.00                          | \$145.65                 |
| Vacuum Excavation Crew                   | \$300.00                           | \$128.00                          | \$182.07                 |
| Planner, Principal                       | \$140.00                           | \$130.00                          | \$128.59                 |
| Planner, Senior                          | \$120.00                           | \$120.00                          | \$117.87                 |
| Planner                                  | \$100.00                           | \$100.00                          | \$75.01                  |
| Scientist, Principal                     | \$140.00                           | \$120.00                          | \$145.73                 |
| Scientist, Senior                        | \$120.00                           | \$110.00                          | \$117.87                 |
| Scientist                                | \$100.00                           | \$95.00                           | \$85.72                  |
| Scientist, Associate                     | \$100.00                           | \$85.00                           | \$75.01                  |
| Geotechnical Engineer                    | \$125.00                           | \$110.00                          | \$98.58                  |



# LAWRENCEVILLE

## GEORGIA

AGENDA REPORT  
MEETING: REGULAR MEETING, DECEMBER 11, 2019  
AGENDA CATEGORY: CONSENT

**Item:** Motorola Services PD & E-911 Invoice Requisition

**Department:** Police

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** \$41,725.03 215-5.14.3800.522210  
\$28,244.70 100-5.09.3210.522210

**Presented By:** Chief Wallis

**Action Requested:** Approve the past due invoices for E-911 and Police from Motorola in the amount of \$69,969.73

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**Summary:** Invoices for Motorola that were not received by police department or AP. Some invoices are from 2018-2019 budget year. The remaining are for 2019-2020 (should be prepaid)

**Fiscal Impact:** \$69,969.73

E-911 Invoice #'s

8230174884

8230176870

8230195858

8230206802

8230216453

8230225880

8230236564

(Invoices from 04/01/2018 - 06/30/2019 = \$29,595.69 Invoices from 07/01/2019 -12/31/2019 = \$12,129.34)

Police Invoice #'s

8230166908

8230181716

8230195825

8230207041

8230216530

8230230906

8230236920

(Invoices from 04/01/2018 - 06/30/2019 = \$19,934.64 Invoices from 07/01/2019 - 12/31/2019 = \$8,310.06)

**Concurrences:** Other departments, agencies, personnel, who agree and have formally supported.

**Attachments/Exhibits:**

Motorola Services E-911

Motorola Services Police





# REQUISITION

12.

**Requisition #:** REQ-07552

**Date:** 10/17/2019

**Vendor #:** 15425

**ISSUED TO:** MOTOROLA SOLUTIONS, INC.  
13096 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693-

**SHIP TO:** City of Lawrenceville  
Attn: Police Department/E-911  
300 Jackson Street  
Lawrenceville, GA 30046

| ITEM                         | UNITS DESCRIPTION              | PROJECT # | PRICE GL ACCOUNT NUMBER   | AMOUNT                     |
|------------------------------|--------------------------------|-----------|---------------------------|----------------------------|
| 1                            | 41,725 MOTOROLA SERVICE - E911 |           | 1.00 215-5.14.3800.522210 | 41,725.03                  |
| <b>Detailed Description:</b> |                                |           |                           |                            |
| <b>Authorized By:</b> _____  |                                |           |                           | <b>SUBTOTAL:</b> 41,725.03 |
|                              |                                |           |                           | <b>TOTAL TAX:</b> 0.00     |
|                              |                                |           |                           | <b>SHIPPING:</b> 0.00      |
|                              |                                |           |                           | <b>TOTAL</b> 41,725.03     |



MOTOROLA SOLUTIONS

DISPATCH

## ORIGINAL INVOICE

12.

## Motorola Solutions, Inc.

500 West Monroe

Chicago IL 60661

United States

Federal Tax ID: 36-1115800

## Transaction Number

8230174884

## Transaction Date

03-MAY-2018

## Total

5,882.75 USD

## P.O. Number

## P.O. Date

## Customer Account No

1011949784

## Payment Terms

Net Due in 45 Days

## Payment Due Date

17-JUN-2018

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

## Bill To Address

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

## IMPORTANT INFORMATION

## Invoiced From

01-APR-2018

## Invoiced To

30-JUN-2018

## For all invoice payment inquiries contact

Wioletta Lesniak (FBWD76@motorolasolutions.com)

Telephone: 800-247-2346

Fax: +1(631)883-4238

Sales Order(s): USC000003617-R01-DEC-17 14:26:52

## SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Total Tax GA 0.00

USD Subtotal

5,882.75

USD Total Tax

0.00

USD Total

5,882.75

USD Amount

5,882.75

Due

Please Detach Here and Return the Bottom Portion With Your Payment

## Payment Coupon

## Transaction Number

8230174884

## Customer Account No

1011949784

## Payment Due Date

17-JUN-2018

## Transaction Total

5,882.75 USD

## Amount Paid

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

## Send Payments To:



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States

## Wire Transfer Details

CHICAGO

Routing Transit Number: 026009593

SWIFT: BOFAUS3N

Bank Account No: 3756319819

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

**MOTOROLA SOLUTIONS****DISPATCH**

**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

**ORIGINAL INVOICE**

12.

|                                            |                                        |                                          |
|--------------------------------------------|----------------------------------------|------------------------------------------|
| <b>Transaction Number</b><br>8230176870    | <b>Transaction Date</b><br>01-JUN-2018 | <b>Total</b><br>5,882.75 USD             |
| <b>P.O. Number</b>                         | <b>P.O. Date</b>                       | <b>Customer Account No</b><br>1011949784 |
| <b>Payment Terms</b><br>Net Due in 45 Days |                                        | <b>Payment Due Date</b><br>16-JUL-2018   |

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**IMPORTANT INFORMATION**

**Invoiced From**  
01-JUL-2018  
**Invoiced To**  
30-SEP-2018

**For all invoice payment inquiries contact**  
Wioletta Lesniak (FBWD76@motorolasolutions.com)  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

**Sales Order(s):** USC000003617-R01-DEC-17 14:26:52**SPECIAL INSTRUCTIONS / COMMENTS****General Comment:** Regular Invoice

|           |    |      |                       |                 |
|-----------|----|------|-----------------------|-----------------|
| Total Tax | GA | 0.00 | <b>USD Subtotal</b>   | <b>5,882.75</b> |
|           |    |      | <b>USD Total Tax</b>  | <b>0.00</b>     |
|           |    |      | <b>USD Total</b>      | <b>5,882.75</b> |
|           |    |      | <b>USD Amount Due</b> | <b>5,882.75</b> |

Please Detach Here and Return the Bottom Portion With Your Payment

|                                                                                                                                                                                                                                                                |  |  |                                          |  |  |                                        |  |  |                                          |  |  |                                                                                                                                           |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|------------------------------------------|--|--|----------------------------------------|--|--|------------------------------------------|--|--|-------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| <b>Transaction Number</b><br>8230176870                                                                                                                                                                                                                        |  |  | <b>Customer Account No</b><br>1011949784 |  |  | <b>Payment Due Date</b><br>16-JUL-2018 |  |  | <b>Payment Coupon</b>                    |  |  |                                                                                                                                           |  |  |
|                                                                                                                                                                                                                                                                |  |  |                                          |  |  |                                        |  |  | <b>Transaction Total</b><br>5,882.75 USD |  |  | <b>Amount Paid</b>                                                                                                                        |  |  |
| <b>Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.</b>                                                                                                                                              |  |  |                                          |  |  |                                        |  |  |                                          |  |  |                                                                                                                                           |  |  |
| <p>LAWRENCEVILLE, CITY OF<br/>ATTN: Accounts Payable<br/>70 S CLAYTON ST<br/>LAWRENCEVILLE GA 30046<br/>United States</p>                                                                                                                                      |  |  |                                          |  |  |                                        |  |  |                                          |  |  |                                                                                                                                           |  |  |
| <p><b>Send Payments To:</b></p> <p> <b>MOTOROLA SOLUTIONS</b></p> <p>Motorola Solutions, Inc.<br/>13104 Collections Center Drive<br/>Chicago IL 60693<br/>United States</p> |  |  |                                          |  |  |                                        |  |  |                                          |  |  | <p><b>Wire Transfer Details</b><br/>CHICAGO<br/>Routing Transit Number: 026009593<br/>SWIFT: BOFAUS3N<br/>Bank Account No: 3756319819</p> |  |  |
| DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED                                                                                                                                                                                                         |  |  |                                          |  |  |                                        |  |  |                                          |  |  | Page 13                                                                                                                                   |  |  |

**DISPATCH**

12.

**MOTOROLA SOLUTIONS****Motorola Solutions, Inc.**

500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**ORIGINAL INVOICE**

|                                                                                   |                                        |                                                                                                                                                    |                                          |
|-----------------------------------------------------------------------------------|----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| <b>Transaction Number</b><br>8230195858                                           | <b>Transaction Date</b><br>01-SEP-2018 | <b>Total</b><br>5,882.75 USD                                                                                                                       |                                          |
| <b>P.O. Number</b>                                                                |                                        | <b>P.O. Date</b>                                                                                                                                   | <b>Customer Account No</b><br>1011949784 |
| <b>Payment Terms</b><br>Net Due in 45 Days                                        |                                        |                                                                                                                                                    | <b>Payment Due Date</b><br>16-OCT-2018   |
| <b>IMPORTANT INFORMATION</b>                                                      |                                        |                                                                                                                                                    |                                          |
| <b>Invoiced From</b><br>01-OCT-2018<br><b>Invoiced To</b><br>31-DEC-2018          |                                        | <b>For all invoice payment inquiries contact</b><br>Paweł Wrobel (VGHF47@motorolasolutions.com)<br>Telephone: 800-247-2346<br>Fax: +1(631)883-4238 |                                          |
| <b>Sales Order(s):</b> USC000003617-R01-DEC-17 14:26:52                           |                                        |                                                                                                                                                    |                                          |
| <b>SPECIAL INSTRUCTIONS / COMMENTS</b><br><b>General Comment:</b> Regular Invoice |                                        |                                                                                                                                                    |                                          |
| Total Tax GA 0.00                                                                 |                                        | <b>USD Subtotal</b>                                                                                                                                | <b>5,882.75</b>                          |
|                                                                                   |                                        | <b>USD Total Tax</b>                                                                                                                               | <b>0.00</b>                              |
|                                                                                   |                                        | <b>USD Total</b>                                                                                                                                   | <b>5,882.75</b>                          |
|                                                                                   |                                        | <b>USD Amount Due</b>                                                                                                                              | <b>5,882.75</b>                          |

Please Detach Here and Return the Bottom Portion With Your Payment

|                                                                                                                           |  |  |                                          |  |  |                                        |  |  |                                          |  |  |                                                                                                                                                                       |  |                                                                                                                                           |  |
|---------------------------------------------------------------------------------------------------------------------------|--|--|------------------------------------------|--|--|----------------------------------------|--|--|------------------------------------------|--|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Transaction Number</b><br>8230195858                                                                                   |  |  | <b>Customer Account No</b><br>1011949784 |  |  | <b>Payment Due Date</b><br>16-OCT-2018 |  |  | <b>Payment Coupon</b>                    |  |  |                                                                                                                                                                       |  |                                                                                                                                           |  |
|                                                                                                                           |  |  |                                          |  |  |                                        |  |  | <b>Transaction Total</b><br>5,882.75 USD |  |  | <b>Amount Paid</b>                                                                                                                                                    |  |                                                                                                                                           |  |
| <b>Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.</b>         |  |  |                                          |  |  |                                        |  |  |                                          |  |  |                                                                                                                                                                       |  |                                                                                                                                           |  |
| <p>LAWRENCEVILLE, CITY OF<br/>ATTN: Accounts Payable<br/>70 S CLAYTON ST<br/>LAWRENCEVILLE GA 30046<br/>United States</p> |  |  |                                          |  |  |                                        |  |  |                                          |  |  | <p><b>Send Payments To:</b><br/> <b>MOTOROLA SOLUTIONS</b><br/>Motorola Solutions, Inc.<br/>13104 Collections Center Drive<br/>Chicago IL 60693<br/>United States</p> |  | <p><b>Wire Transfer Details</b><br/>CHICAGO<br/>Routing Transit Number: 026009593<br/>SWIFT: BOFAUS3N<br/>Bank Account No: 3756319819</p> |  |

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

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**DISPATCH**

12.

**MOTOROLA SOLUTIONS****ORIGINAL INVOICE****Motorola Solutions, Inc.**

500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

|                                     |                                 |                                   |
|-------------------------------------|---------------------------------|-----------------------------------|
| Transaction Number<br>8230206802    | Transaction Date<br>01-JAN-2019 | Total<br>5,882.74 USD             |
| P.O. Number                         | P.O. Date                       | Customer Account No<br>1011949784 |
| Payment Terms<br>Net Due in 45 Days | Payment Due Date<br>15-FEB-2019 |                                   |

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**IMPORTANT INFORMATION**

Invoiced From  
01-JAN-2019  
Invoiced To  
31-MAR-2019

For all invoice payment inquiries contact  
David Caya (MBP367@motorolasolutions.com)  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

Sales Order(s): USC000003617-R01-DEC-17 14:26:52

**SPECIAL INSTRUCTIONS / COMMENTS**

General Comment: Regular Invoice

|           |    |      |               |          |
|-----------|----|------|---------------|----------|
| Total Tax | GA | 0.00 | USD Subtotal  | 5,882.74 |
|           |    |      | USD Total Tax | 0.00     |
|           |    |      | USD Total     | 5,882.74 |
|           |    |      | USD Amount    | 5,882.74 |
|           |    |      | Due           | 5,882.74 |

Please Detach Here and Return the Bottom Portion With Your Payment

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |  |                                   |  |  |                                 |  |  |                                                     |  |             |  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------|--|--|---------------------------------|--|--|-----------------------------------------------------|--|-------------|--|
| Transaction Number<br>8230206802                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  |  | Customer Account No<br>1011949784 |  |  | Payment Due Date<br>15-FEB-2019 |  |  | Payment Coupon<br>Transaction Total<br>5,882.74 USD |  | Amount Paid |  |
| <p>Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.</p> <p>LAWRENCEVILLE, CITY OF<br/>ATTN: Accounts Payable<br/>70 S CLAYTON ST<br/>LAWRENCEVILLE GA 30046<br/>United States</p> <p>Send Payments To:<br/> <b>MOTOROLA SOLUTIONS</b><br/>Motorola Solutions, Inc.<br/>13104 Collections Center Drive<br/>Chicago IL 60693<br/>United States</p> <p>Wire Transfer Details<br/>CHICAGO<br/>Routing Transit Number: 026009593<br/>SWIFT: BOFAUS3N<br/>Bank Account No: 3756319819</p> |  |  |                                   |  |  |                                 |  |  |                                                     |  |             |  |

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Page 15

**DISPATCH**

12.

**ORIGINAL INVOICE****Motorola Solutions, Inc.**

500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**Transaction Number**

8230216453

**Transaction Date**

01-APR-2019

**Total****6,064.70 USD****P.O. Number****P.O. Date****Customer Account No**

1011949784

**Payment Terms**

Net Due in 30 Days

**Payment Due Date**

01-MAY-2019

**IMPORTANT INFORMATION****Invoiced From**

01-APR-2019

**Invoiced To**

30-JUN-2019

**For all invoice payment inquiries contact**

David Caya (MBP367@motorolasolutions.com)

Telephone: 800-247-2346

Fax: +1(631)883-4238

**Sales Order(s):** USC000003617-R02-DEC-18 17:08:11**SPECIAL INSTRUCTIONS / COMMENTS****General Comment:** Regular Invoice

Total Tax GA

0.00

**USD Subtotal****6,064.70****USD Total Tax****0.00****USD Total****6,064.70****USD Amount****6,064.70****Due****6,064.70****6,064.70**

Please Detach Here and Return the Bottom Portion With Your Payment

**Payment Coupon****Transaction Number**

8230216453

**Customer Account No**

1011949784

**Payment Due Date**

01-MAY-2019

**Transaction Total****6,064.70 USD****Amount Paid**

Please put your Transaction Number and your Customer Account Number on your  
payment for prompt processing.

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**Send Payments To:****MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States

**Wire Transfer Details**

CHICAGO  
Routing Transit Number: 026009593  
SWIFT: BOFAUS3N  
Bank Account No: 3756319819

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

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**DISPATCH**

12.

**ORIGINAL INVOICE****Motorola Solutions, Inc.**

500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

**Transaction Number**

8230225880

**Transaction Date**

01-JUN-2019

**Total****6,064.67 USD****P.O. Number****P.O. Date****Customer Account No**

1011949784

**Payment Terms**

Net Due in 30 Days

**Payment Due Date**

01-JUL-2019

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**IMPORTANT INFORMATION****Invoiced From**

01-JUL-2019

**Invoiced To**

30-SEP-2019

**For all invoice payment inquiries contact**

SLT4EB@motorolasolutions.com

Telephone: 800-247-2346

Fax: +1(631)883-4238

**Sales Order(s):** USC000003617-R02-DEC-18 17:08:11**SPECIAL INSTRUCTIONS / COMMENTS****General Comment:** Regular Invoice

Total Tax GA 0.00

**USD Subtotal****6,064.67****USD Total Tax****0.00****USD Total****6,064.67****USD Amount****6,064.67****Due****6,064.67****6,064.67**

Please Detach Here and Return the Bottom Portion With Your Payment

**Payment Coupon****Transaction Number**

8230225880

**Customer Account No**

1011949784

**Payment Due Date**

01-JUL-2019

**Transaction Total****6,064.67 USD****Amount Paid**

Please put your Transaction Number and your Customer Account Number on your  
payment for prompt processing.

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**Send Payments To:****MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States

**Wire Transfer Details**

CHICAGO

Routing Transit Number: 026009593

SWIFT: BOFAUS3N

Bank Account No: 3756319819

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Page 17

**DISPATCH****MOTOROLA SOLUTIONS**

**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

**ORIGINAL INVOICE**

12.

|                                                                                                                                              |                                        |                                                 |                                          |
|----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------------------------------------------|------------------------------------------|
| <b>Transaction Number</b><br>8230236564                                                                                                      | <b>Transaction Date</b><br>01-SEP-2019 | <b>Transaction Total</b><br><b>6,064.67 USD</b> |                                          |
| <b>P.O. Number</b>                                                                                                                           |                                        | <b>P.O. Date</b>                                | <b>Customer Account No</b><br>1011949784 |
| <b>Payment Terms</b><br>Net Due in 30 Days                                                                                                   |                                        |                                                 | <b>Payment Due Date</b><br>01-OCT-2019   |
| <b>Bill To Address</b><br><br>LAWRENCEVILLE, CITY OF<br>ATTN: Accounts Payable<br>70 S CLAYTON ST<br>LAWRENCEVILLE GA 30046<br>United States |                                        |                                                 |                                          |

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**IMPORTANT INFORMATION**

**Invoiced From**  
01-OCT-2019  
**Invoiced To**  
31-DEC-2019

**Sales Order(s):** USC000003617-R02-DEC-18 17:08:11

**For all invoice payment inquiries contact**  
SLT4EB@motorolasolutions.com  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

**SPECIAL INSTRUCTIONS / COMMENTS****General Comment:** Regular Invoice

|           |    |      |                      |                 |
|-----------|----|------|----------------------|-----------------|
| Total Tax | GA | 0.00 | <b>USD Subtotal</b>  | <b>6,064.67</b> |
|           |    |      | <b>USD Total Tax</b> | <b>0.00</b>     |
|           |    |      | <b>USD Total</b>     | <b>6,064.67</b> |
|           |    |      | <b>USD Amount</b>    | <b>6,064.67</b> |
|           |    |      | <b>Due</b>           | <b>6,064.67</b> |

Please detach here and return the bottom portion with your payment

**Payment Coupon**

|                                         |                                          |                                        |                                                 |                    |
|-----------------------------------------|------------------------------------------|----------------------------------------|-------------------------------------------------|--------------------|
| <b>Transaction Number</b><br>8230236564 | <b>Customer Account No</b><br>1011949784 | <b>Payment Due Date</b><br>01-OCT-2019 | <b>Transaction Total</b><br><b>6,064.67 USD</b> | <b>Amount Paid</b> |
|-----------------------------------------|------------------------------------------|----------------------------------------|-------------------------------------------------|--------------------|

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**Wire Transfer Details**

CHICAGO  
Routing Transit No: 026009593  
SWIFT: BOFAUS3N  
Bank Account No: 3756319819

**Send Payments To:****MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Page 18





# REQUISITION

12.

**Requisition #:** REQ-07554

**Date:** 10/17/2019

**Vendor #:** 15425

**ISSUED TO:** MOTOROLA SOLUTIONS, INC.  
13096 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693-

**SHIP TO:** City of Lawrenceville  
Attn: Police Department  
300 Jackson Street  
Lawrenceville, GA 30046

| ITEM                         | UNITS DESCRIPTION                          | ITEM # | PRICE GL ACCOUNT NUMBER   | AMOUNT                     |
|------------------------------|--------------------------------------------|--------|---------------------------|----------------------------|
| 1                            | 28,245 MOTOROLA SERVICE - POLICE DEPARTMEN |        | 1.00 100-5.09.3210.522210 | 28,244.70                  |
| <b>Detailed Description:</b> |                                            |        |                           |                            |
| <b>Authorized By:</b> _____  |                                            |        |                           | <b>SUBTOTAL:</b> 28,244.70 |
|                              |                                            |        |                           | <b>TOTAL TAX:</b> 0.00     |
|                              |                                            |        |                           | <b>SHIPPING:</b> 0.00      |
|                              |                                            |        |                           | <b>TOTAL</b> 28,244.70     |



Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

**Bill To Address**

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**IMPORTANT INFORMATION**

Invoiced From  
01-APR-2018  
Invoiced To  
30-JUN-2018

Sales Order(s): USC000007277-R07-AUG-17 22:59:27

**SPECIAL INSTRUCTIONS / COMMENTS**

General Comment: Regular Invoice

**POLICE**  
**ORIGINAL INVOICE**

12.

|                                                                                                                                                           |                                 |                       |                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------|-----------------------------------|
| Transaction Number<br>8230166908                                                                                                                          | Transaction Date<br>02-MAR-2018 | Total<br>3,801.60 USD |                                   |
| P.O. Number                                                                                                                                               |                                 | P.O. Date             | Customer Account No<br>1011949784 |
| Payment Terms<br>Net Due in 20 Days                                                                                                                       |                                 |                       | Payment Due Date<br>22-MAR-2018   |
| Ship To Address<br>LAWRENCEVILLE, CITY OF<br>70 S CLAYTON ST<br>LAWRENCEVILLE GA 30046<br>United States                                                   |                                 |                       |                                   |
| <b>For all invoice payment inquiries contact</b><br>Wioletta Lesniak (FBWD76@motorolasolutions.com)<br>Telephone: +1(631)729-2493<br>Fax: +1(631)883-4238 |                                 |                       |                                   |
| Total Tax GA 0.00                                                                                                                                         |                                 |                       |                                   |
| USD Subtotal                                                                                                                                              |                                 | 3,801.60              |                                   |
| USD Total Tax                                                                                                                                             |                                 | 0.00                  |                                   |
| USD Total                                                                                                                                                 |                                 | 3,801.60              |                                   |
| USD Amount Due                                                                                                                                            |                                 | 3,801.60              |                                   |

Please Detach Here and Return the Bottom Portion With Your Payment

|                                                                                                                |  |  |                                   |  |  |                                                                                                                                                   |  |  |                                                     |  |  |                                                                                                                         |  |  |  |  |  |
|----------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------|--|--|---------------------------------------------------------------------------------------------------------------------------------------------------|--|--|-----------------------------------------------------|--|--|-------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|
| Transaction Number<br>8230166908                                                                               |  |  | Customer Account No<br>1011949784 |  |  | Payment Due Date<br>22-MAR-2018                                                                                                                   |  |  | Payment Coupon<br>Transaction Total<br>3,801.60 USD |  |  | Amount Paid                                                                                                             |  |  |  |  |  |
| Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.     |  |  |                                   |  |  |                                                                                                                                                   |  |  |                                                     |  |  |                                                                                                                         |  |  |  |  |  |
| LAWRENCEVILLE, CITY OF<br>ATTN: Accounts Payable<br>70 S CLAYTON ST<br>LAWRENCEVILLE GA 30046<br>United States |  |  |                                   |  |  | Send Payments To:<br><b>MOTOROLA SOLUTIONS</b><br>Motorola Solutions, Inc.<br>13104 Collections Center Drive<br>Chicago IL 60693<br>United States |  |  |                                                     |  |  | Wire Transfer Details<br>CHICAGO<br>Routing Transit Number: 026009593<br>SWIFT: BOFAUS3N<br>Bank Account No: 3756319819 |  |  |  |  |  |
| DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED                                                         |  |  |                                   |  |  |                                                                                                                                                   |  |  |                                                     |  |  | Page 20                                                                                                                 |  |  |  |  |  |

**MOTOROLA SOLUTIONS****POLICE****ORIGINAL INVOICE**

12.

**Motorola Solutions, Inc.**

500 West Monroe

Chicago IL 60661

United States

Federal Tax ID: 36-1115800

**Transaction Number**

8230181716

**Transaction Date**

29-JUN-2018

**Total****4,033.26 USD****P.O. Number****P.O. Date****Customer Account No**

1011949784

**Payment Terms**

Net Due in 20 Days

**Payment Due Date**

19-JUL-2018

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States**Ship To Address**LAWRENCEVILLE, CITY OF  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States**IMPORTANT INFORMATION****Invoiced From**

01-JUL-2018

**Invoiced To**

30-SEP-2018

**For all invoice payment inquiries contact**

Wioletta Lesniak (FBWD76@motorolasolutions.com)

Telephone: 800-247-2346

Fax: +1(631)883-4238

**Sales Order(s):** USC000007277-R02-MAR-18 23:02:07**SPECIAL INSTRUCTIONS / COMMENTS****General Comment:** Regular Invoice

Total Tax GA 0.00

**USD Subtotal 4,033.26****USD Total Tax 0.00****USD Total 4,033.26****USD Amount 4,033.26****Due**

Please Detach Here and Return the Bottom Portion With Your Payment

**Payment Coupon****Transaction Number**

8230181716

**Customer Account No**

1011949784

**Payment Due Date**

19-JUL-2018

**Transaction Total****4,033.26 USD****Amount Paid**

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States**Send Payments To:****MOTOROLA SOLUTIONS**Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States**Wire Transfer Details**

CHICAGO

Routing Transit Number: 026009593

SWIFT: BOFAUS3N

Bank Account No: 3756319819

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Page 21

POLICE

12.



MOTOROLA SOLUTIONS

ORIGINAL INVOICE

Motorola Solutions, Inc.

500 West Monroe

Chicago IL 60661

United States

Federal Tax ID: 36-1115800

Transaction Number

8230195825

Transaction Date

01-SEP-2018

Total

4,033.26 USD

P.O. Number

P.O. Date

Customer Account No

1011949784

Payment Terms

Net Due in 20 Days

Payment Due Date

21-SEP-2018

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Bill To Address

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

Ship To Address

LAWRENCEVILLE, CITY OF  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

IMPORTANT INFORMATION

Invoiced From

01-OCT-2018

Invoiced To

31-DEC-2018

For all invoice payment inquiries contact

Pawel Wrobel (VGHF47@motorolasolutions.com)

Telephone: 800-247-2346

Fax: +1(631)883-4238

Sales Order(s): USC000007277-R02-MAR-18 23:02:07

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

Total Tax GA 0.00

USD Subtotal

4,033.26

USD Total Tax

0.00

USD Total

4,033.26

USD Amount

4,033.26

Due

Please Detach Here and Return the Bottom Portion With Your Payment

Payment Coupon

Transaction Number

8230195825

Customer Account No

1011949784

Payment Due Date

21-SEP-2018

Transaction Total

4,033.26 USD

Amount Paid

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

Send Payments To:



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States

Wire Transfer Details

CHICAGO  
Routing Transit Number: 026009593  
SWIFT: BOFAUS3N  
Bank Account No: 3756319819

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

**MOTOROLA SOLUTIONS****DISPATCH****POLICE****ORIGINAL INVOICE**

12.

**Motorola Solutions, Inc.**

500 West Monroe

Chicago IL 60661

United States

Federal Tax ID: 36-1115800

**Transaction Number**

8230207041

**Transaction Date**

01-JAN-2019

**Total****4,033.26 USD****P.O. Number****P.O. Date****Customer Account No**

1011949784

**Payment Terms**

Net Due in 20 Days

**Payment Due Date**

21-JAN-2019

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States**Ship To Address**LAWRENCEVILLE, CITY OF  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States**IMPORTANT INFORMATION****Invoiced From**

01-JAN-2019

**Invoiced To**

31-MAR-2019

**For all invoice payment inquiries contact**

David Caya (MBP367@motorolasolutions.com)

Telephone: 800-247-2346

Fax: +1(631)883-4238

**Sales Order(s):** USC000007277-R02-MAR-18 23:02:07**SPECIAL INSTRUCTIONS / COMMENTS****General Comment:** Regular Invoice

Total Tax GA 0.00

**USD Subtotal 4,033.26****USD Total Tax 0.00****USD Total 4,033.26****USD Amount 4,033.26****Due 4,033.26****4,033.26**

Please Detach Here and Return the Bottom Portion With Your Payment

**Payment Coupon****Transaction Number**

8230207041

**Customer Account No**

1011949784

**Payment Due Date**

21-JAN-2019

**Transaction Total****4,033.26 USD****Amount Paid****Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.**LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States**Send Payments To:****MOTOROLA SOLUTIONS**Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States**Wire Transfer Details**

CHICAGO

Routing Transit Number: 026009593

SWIFT: BOFAUS3N

Bank Account No: 3756319819

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

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DISPATCH

POLICE



**MOTOROLA SOLUTIONS**

**ORIGINAL INVOICE**

12.

**Motorola Solutions, Inc.**  
500 West Monroe  
Chicago IL 60661  
United States  
**Federal Tax ID: 36-1115800**

|                                            |                                        |                                          |
|--------------------------------------------|----------------------------------------|------------------------------------------|
| <b>Transaction Number</b><br>8230216530    | <b>Transaction Date</b><br>01-APR-2019 | <b>Total</b><br><b>4,033.26 USD</b>      |
| <b>P.O. Number</b>                         | <b>P.O. Date</b>                       | <b>Customer Account No</b><br>1011949784 |
| <b>Payment Terms</b><br>Net Due in 20 Days |                                        | <b>Payment Due Date</b><br>21-APR-2019   |

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

**Bill To Address**

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**Ship To Address**

LAWRENCEVILLE, CITY OF  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**IMPORTANT INFORMATION**

**Invoiced From**  
01-APR-2019  
**Invoiced To**  
30-JUN-2019

**For all invoice payment inquiries contact**  
David Caya (MBP367@motorolasolutions.com)  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

**Sales Order(s):** USC000007277-R02-MAR-18 23:02:07

**SPECIAL INSTRUCTIONS / COMMENTS**

**General Comment:** Regular Invoice

|           |    |      |                      |                 |
|-----------|----|------|----------------------|-----------------|
| Total Tax | GA | 0.00 | <b>USD Subtotal</b>  | <b>4,033.26</b> |
|           |    |      | <b>USD Total Tax</b> | <b>0.00</b>     |
|           |    |      | <b>USD Total</b>     | <b>4,033.26</b> |
|           |    |      | <b>USD Amount</b>    | <b>4,033.26</b> |
|           |    |      | <b>Due</b>           | <b>4,033.26</b> |

Please Detach Here and Return the Bottom Portion With Your Payment

|                                                                                                                           |  |  |                                          |  |  |                                        |  |  |                                                 |  |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                           |  |  |  |  |  |  |  |  |  |  |  |
|---------------------------------------------------------------------------------------------------------------------------|--|--|------------------------------------------|--|--|----------------------------------------|--|--|-------------------------------------------------|--|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|-------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|--|--|--|--|--|--|--|--|
| <b>Transaction Number</b><br>8230216530                                                                                   |  |  | <b>Customer Account No</b><br>1011949784 |  |  | <b>Payment Due Date</b><br>21-APR-2019 |  |  | <b>Payment Coupon</b>                           |  |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                           |  |  |  |  |  |  |  |  |  |  |  |
|                                                                                                                           |  |  |                                          |  |  |                                        |  |  | <b>Transaction Total</b><br><b>4,033.26 USD</b> |  |  | <b>Amount Paid</b>                                                                                                                                                                                                                                             |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                           |  |  |  |  |  |  |  |  |  |  |  |
| <p>Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.</p>         |  |  |                                          |  |  |                                        |  |  |                                                 |  |  |                                                                                                                                                                                                                                                                |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                           |  |  |  |  |  |  |  |  |  |  |  |
| <p>LAWRENCEVILLE, CITY OF<br/>ATTN: Accounts Payable<br/>70 S CLAYTON ST<br/>LAWRENCEVILLE GA 30046<br/>United States</p> |  |  |                                          |  |  |                                        |  |  |                                                 |  |  | <p><b>Send Payments To:</b></p> <p> <b>MOTOROLA SOLUTIONS</b></p> <p>Motorola Solutions, Inc.<br/>13104 Collections Center Drive<br/>Chicago IL 60693<br/>United States</p> |  |  |  |  |  |  |  |  |  |  |  | <p><b>Wire Transfer Details</b><br/>CHICAGO<br/>Routing Transit Number: 026009593<br/>SWIFT: BOFAUS3N<br/>Bank Account No: 3756319819</p> |  |  |  |  |  |  |  |  |  |  |  |
| DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED                                                                    |  |  |                                          |  |  |                                        |  |  |                                                 |  |  | Page 24                                                                                                                                                                                                                                                        |  |  |  |  |  |  |  |  |  |  |  |                                                                                                                                           |  |  |  |  |  |  |  |  |  |  |  |

**MOTOROLA SOLUTIONS****POLICE****ORIGINAL INVOICE**

12.

Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

|                                     |                                 |                                   |
|-------------------------------------|---------------------------------|-----------------------------------|
| Transaction Number<br>8230230906    | Transaction Date<br>25-JUL-2019 | Total<br>4,155.03 USD             |
| P.O. Number                         | P.O. Date                       | Customer Account No<br>1011949784 |
| Payment Terms<br>Net Due in 30 Days | Payment Due Date<br>24-AUG-2019 |                                   |

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)**Bill To Address**

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**Ship To Address**

LAWRENCEVILLE, CITY OF  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**IMPORTANT INFORMATION**

For all invoice payment inquiries contact  
SLT4EB@motorolasolutions.com  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

Sales Order(s): USC000007277-R12-JUL-2019

**SPECIAL INSTRUCTIONS / COMMENTS**

General Comment: Regular Invoice

| Line<br>Item #    | Item Number  | Description                                                                                           | Qty. | Unit Price<br>(USD) | Amount<br>(USD)       |
|-------------------|--------------|-------------------------------------------------------------------------------------------------------|------|---------------------|-----------------------|
| 1                 | LSV00S00051A | Invoiced From: 01-JUL-2019 Invoiced To: 30-SEP-2019<br>LOCAL DEVICE COMBO SVC:01-JUL-2019:30-JUN-2020 |      |                     | 3,357.60              |
| 2                 | LSV00S00156A | Invoiced From: 01-JUL-2019 Invoiced To: 30-SEP-2019<br>LOCAL DEVICE COMBO SVC:01-JUL-2019:30-JUN-2020 |      |                     | 797.43                |
| Total Tax GA 0.00 |              |                                                                                                       |      |                     | USD Subtotal 4,155.03 |
|                   |              |                                                                                                       |      |                     | USD Total Tax 0.00    |
|                   |              |                                                                                                       |      |                     | USD Total 4,155.03    |
|                   |              |                                                                                                       |      |                     | USD Amount 4,155.03   |
|                   |              |                                                                                                       |      |                     | Due 4,155.03          |

Please Detach Here and Return the Bottom Portion With Your Payment

**Payment Coupon**

|                                  |                                   |                                 |                                   |             |
|----------------------------------|-----------------------------------|---------------------------------|-----------------------------------|-------------|
| Transaction Number<br>8230230906 | Customer Account No<br>1011949784 | Payment Due Date<br>24-AUG-2019 | Transaction Total<br>4,155.03 USD | Amount Paid |
|----------------------------------|-----------------------------------|---------------------------------|-----------------------------------|-------------|

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

**Wire Transfer Details**

CHICAGO  
Routing Transit No: 026009593  
SWIFT: BOFAUS3N  
Bank Account No: 3756319819

**Send Payments To:****MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED

Page 25



POLICE



MOTOROLA SOLUTIONS

ORIGINAL INVOICE

12.

Motorola Solutions, Inc.  
500 West Monroe  
Chicago IL 60661  
United States  
Federal Tax ID: 36-1115800

|                                     |                                 |                                   |
|-------------------------------------|---------------------------------|-----------------------------------|
| Transaction Number<br>8230236920    | Transaction Date<br>01-SEP-2019 | Transaction Total<br>4,155.03 USD |
| P.O. Number                         | P.O. Date                       | Customer Account No<br>1011949784 |
| Payment Terms<br>Net Due in 30 Days | Payment Due Date<br>01-OCT-2019 |                                   |

Visit our website at [www.motorolasolutions.com](http://www.motorolasolutions.com)

Bill To Address

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

Ship To Address

LAWRENCEVILLE, CITY OF  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

IMPORTANT INFORMATION

For all invoice payment inquiries contact  
SLT4EB@motorolasolutions.com  
Telephone: 800-247-2346  
Fax: +1(631)883-4238

Sales Order(s): USC000007277-R12-JUL-2019

SPECIAL INSTRUCTIONS / COMMENTS

General Comment: Regular Invoice

| Line<br>Item #    | Item Number  | Description                                                                                           | Qty. | Unit Price<br>(USD) | Amount<br>(USD)       |
|-------------------|--------------|-------------------------------------------------------------------------------------------------------|------|---------------------|-----------------------|
| 1                 | LSV00S00051A | Invoiced From: 01-OCT-2019 Invoiced To: 31-DEC-2019<br>LOCAL DEVICE COMBO SVC:01-JUL-2019:30-JUN-2020 |      |                     | 3,357.60              |
| 2                 | LSV00S00156A | Invoiced From: 01-OCT-2019 Invoiced To: 31-DEC-2019<br>LOCAL DEVICE COMBO SVC:01-JUL-2019:30-JUN-2020 |      |                     | 797.43                |
| Total Tax GA 0.00 |              |                                                                                                       |      |                     | USD Subtotal 4,155.03 |
|                   |              |                                                                                                       |      |                     | USD Total Tax 0.00    |
|                   |              |                                                                                                       |      |                     | USD Total 4,155.03    |
|                   |              |                                                                                                       |      |                     | USD Amount 4,155.03   |
|                   |              |                                                                                                       |      |                     | Due 4,155.03          |

Please detach here and return the bottom portion with your payment

Payment Coupon

|                                  |                                   |                                 |                                   |             |
|----------------------------------|-----------------------------------|---------------------------------|-----------------------------------|-------------|
| Transaction Number<br>8230236920 | Customer Account No<br>1011949784 | Payment Due Date<br>01-OCT-2019 | Transaction Total<br>4,155.03 USD | Amount Paid |
|----------------------------------|-----------------------------------|---------------------------------|-----------------------------------|-------------|

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

LAWRENCEVILLE, CITY OF  
ATTN: Accounts Payable  
70 S CLAYTON ST  
LAWRENCEVILLE GA 30046  
United States

Wire Transfer Details

CHICAGO  
Routing Transit No: 026009593  
SWIFT: BOFAUS3N  
Bank Account No: 3756319819

Send Payments To:



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.  
13104 Collections Center Drive  
Chicago IL 60693  
United States





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: CONSENT

|                          |                                                                                                                                                                                                                                           |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Purchase of Extended Warranties for 90 Body Worn Cameras and Budget Amendment 211-12-11-2019                                                                                                                                              |
| <b>Department:</b>       | Police Department                                                                                                                                                                                                                         |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                                                                                                                                                                                              |
| <b>Fiscal Impact:</b>    | \$17,940.00 from account 210-111111                                                                                                                                                                                                       |
| <b>Presented By:</b>     | Chief Tim Wallis                                                                                                                                                                                                                          |
| <b>Action Requested:</b> | Approve the purchase of extended warranties from Watch Guard for body worn cameras in the amount of \$17,940.00 and authorize a Budget Amendment from Confiscated Assets 210-111111 in the amount of \$17,940.00 to 210-5.09.3200.531600. |

---

#### Summary:

This request is to purchase extended warranties on 90 of our Watch Guard body worn cameras. The extended warranty covers 85 cameras for 1 year and 5 cameras through the end of year 2. The 3 remaining cameras are currently under factory warranty.

#### Background:

Purpose - In 2016 the Lawrenceville Police Department purchased Watch Guard body cameras to record interactions with the public. These body cameras have become a very useful tool in not only assisting officers with their reports, but also from a complaint stand point. These cameras can and do cut down on officer complaints.

Evaluation and Selection Process – Watch Guard, which is a division of Motorola Solutions is the sole provider for Watch Guard body cameras. There is no other company that can offer the department extended warranties on these devices.

**Fiscal Impact:** Amount not to exceed \$17,940.00. This would be funded by Claim on Cash Confiscated Assets 210-111111. Upon approval of this purchase, the confiscated assets account will have \$286,383.63

**Attachments/Exhibits:**

Justification/Quote

13.



# LAWRENCEVILLE

## POLICE DEPARTMENT

To: Chief Tim Wallis

From: Officer M. Dau

Date: October 23, 2019

Re: Extended Warranties for Body Worn Cameras

In 2016 the Lawrenceville Police Department purchased Watch Guard body cameras to record interactions with the public. These body cameras have become a very useful tool in not only assisting officers with their reports, but also from a complaint stand point. These cameras can and do cut down on officer complaints. Watch Guard, which is a division of Motorola Solutions is the sole provider for Watch Guard body cameras. There is no other company that can offer the department extended warranties on these devices.

The police department has been purchasing extended warranties for the body cameras from Watch Guard in the past. The extended warranty is a no questions asked warranty. This means that when we have a problem with a body camera, we just call their customer service department and explain what problem we are having with the camera. If the body worn camera is under warranty, Watch Guard then sends a new / reconditioned camera to the police department. We usually receive the cameras within 4 to 5 business days from Allen Texas. The damaged camera is then returned to Watch Guard in a box provided by them. Watch Guard also covers the freight costs to return the cameras.

Since we have begun using the Watch Guard body cameras, we have returned approximately 100 to 150 body cameras for various reasons. These reasons range from software failures to officers dropping the cameras and breaking them.

The department currently has 93 body worn cameras. The extended warranty covers 85 cameras for 1 year and 5 body cameras through the end of year 2. The 3 remaining cameras are still under factory warranty and do not require an extended warranty currently.

The total cost of the extended warrant is \$17,940.00.

**Mark Dau**

**From:** Bart Kudlicki <bart.kudlicki@motorolasolutions.com>  
**Sent:** Thursday, October 3, 2019 11:17 AM  
**To:** Mark Dau  
**Cc:** Bart Kudlicki; Jim Hudson; Eric Varner  
**Subject:** Lawrenceville Police Department GA VISTA Protection  
**Attachments:** Lawrenceville Police Department GA VISTA Protection.pdf

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

Quote provides cost for No Fault Extended Hardware Warranty Coverage for (85) VISTA devices for one year & (5) VISTA through the end of year 2

| Hardware Warranty / Evidence Library Software & Device Status |           |                        |                  |                 |                              |
|---------------------------------------------------------------|-----------|------------------------|------------------|-----------------|------------------------------|
| Qty                                                           | Ship Date | Hardware Entering Year | Hardware Expires |                 | EL Software & Devices Expire |
| (9) 4RE                                                       | 10/26/16  | 6 <sup>TH</sup>        | 12/26/21         |                 | 12/26/17                     |
| (10) 4RE                                                      | 3/14/18   | 6 <sup>TH</sup>        | 7/15/23          |                 | 7/15/19                      |
| (2) 4RE                                                       | 6/26/18   | 6 <sup>TH</sup>        | 8/26/23          |                 | 8/26/19                      |
| (5) 4RE                                                       | 1/31/19   | 6 <sup>TH</sup>        | 2/1/24           |                 | 2/1/20                       |
| <b>26</b>                                                     |           |                        |                  |                 |                              |
| (9) VISTA wf                                                  | 10/26/16  | 4 <sup>TH</sup>        | 12/26/19         | 9               | 12/26/17                     |
| (66) VISTA ext                                                | 10/26/16  | 4 <sup>TH</sup>        | 12/26/19         | 66              | 12/26/17                     |
| (1) VISTA wf                                                  | 6/5/17    | 4 <sup>TH</sup>        | 7/5/20           |                 | 7/5/18                       |
| (10) VISTA wf                                                 | 3/14/18   | 2 <sup>ND</sup>        | 7/15/19          | 10              | 7/15/19                      |
| (1) VISTA wf                                                  | 3/19/18   | 4 <sup>TH</sup>        | 5/14/21          |                 | 5/14/19                      |
| (1) VISTA wf                                                  | 1/30/19   | 4 <sup>TH</sup>        | 2/1/22           |                 | 2/1/19                       |
| (5) VISTA wf                                                  | 7/2/19    | 2 <sup>ND</sup>        | 8/2/20           | 5               | 8/2/20                       |
| <b>93</b>                                                     |           |                        |                  | 1LAWRENCEVIL001 |                              |

**Bart Andrew Kudlicki**

Hardware Warranty / Software Maintenance & Protection Consultant, WatchGuard  
 415 E. Exchange Parkway | Allen, Texas 75002



**MOTOROLA SOLUTIONS**

**O: 214-785-2609**

*Your privacy is important*

to us. That is why we have taken appropriate measures to ensure the data you provide to us is kept secure. To learn more about how we process your personal information, how we comply with applicable data protection laws, and care for the security and privacy of your personal data, please review our Privacy Policy.

If you have any questions related to data protection and compliance with applicable laws, please contact us at our Security Operations Center at

**1-302-444-9838**

or mail us at:

**Attention: Privacy Compliance Program, P.O. Box 59263, Schaumburg, IL USA, 60159-0263**



415 Century Parkway, Allen, TX 75013  
 (972) 423-9777 Fax: (972) 423-9778  
 National Toll-Free 1-800-605-MPEG (6734)  
 www.watchguardvideo.com

## VISTA "No Fault" Hardware Warranty Quote

Quote #: QUO-72519-K3Q2 Rev #: 3

| Customer                                   |              |
|--------------------------------------------|--------------|
| Lawrenceville Police Department            |              |
| Attn: Sergeant Mike Grap                   |              |
| PO Box 2200, Lawrenceville, GA, 30046-2200 |              |
| Telephone Number                           | Fax Number   |
| 770-963-2443                               | 770-339-2415 |
| Email Address                              |              |
| mgrap@lawrencevillepd.com                  |              |

| Quote Information   |                                     |                |
|---------------------|-------------------------------------|----------------|
| Quote Valid From:   | 1/24/2019                           | To: 12/15/2019 |
| Quote Presented By: | Bart Andrew Kudlicki                |                |
| Presenter Contact:  | bart.kudlicki@motorolasolutions.com |                |
| Est. Ship Date      | Ship Via                            | Payment Terms  |
| 30 days             | Will Call                           | Net 30         |

| # | Part Number     | Description                             | Unit Price | Qty | Ext Price   |
|---|-----------------|-----------------------------------------|------------|-----|-------------|
| 1 | WAR-VIS-CAM-4TH | Warranty, VISTA 4th Year (Months 37-48) | \$225.00   | 9   | \$2,025.00  |
| 2 | WAR-VIS-CAM-2ND | Warranty, VISTA 2nd Year (Months 13-24) | \$225.00   | 15  | \$3,375.00  |
| 3 | WAR-VIS-CAM-4TH | Warranty, VISTA 4th Year (Months 37-48) | \$190.00   | 66  | \$12,540.00 |

Comments:

Quote provides cost for No Fault Extended Hardware Warranty Coverage for (85) VISTA devices for one year & (5) VISTA through the end of year 2

(all present or future VISTA cameras must be covered to take advantage of the no fault offer)

### VISTA "No Fault" Extended Hardware Warranty

- Complete Hardware Protection - Factory Repair (not on-site) Excluding Server
- Covers Hardware & Components (Including, cables, clips & damage) (these items are NOT covered under the standard warranty)
- VISTA transfer stations INCLUDED
- Allows Any User Immediate Access to Service & Repairs
- Advanced Replacement Program - Ships Within 24 Hours\*\*
- Unlimited Phone Support
- Free Remote Technical Support - VPN Access Required
- Component Batteries Included
- UPS Shipping Labels Included

\*This Warranty goes beyond the factory one year warranty, giving protection on anything that can potentially happen to your unit such as neglect or abuse, accidents, scratched screens, broken or damaged mounting hardware, cables, water damage, etc.

\*In fact, no matter what happens, as long as you can send the unit (or pieces) in, we will replace it, no questions asked!

\*Unlimited Replacements

Without a Warranty, all parts or replacement, labor and shipping would be billed on a case by case basis  
 (Repair & downtime costs attached as a comparison tool)

Only Agencies with an active Hardware Warranty will have an Advanced Replacement Unit Shipped within 24 Hours, when needed

|          |             |
|----------|-------------|
| Subtotal | \$17,940.00 |
| Shipping | \$0.00      |
| Taxes    |             |
| Total    | \$17,940.00 |

This is a Quote.....to renew and be Invoiced:

- We will bill you with 30 days net but, we do not have "automated invoicing"
- WG requires a written request: REPLY to the email or send an email to bart.kudlicki@motorolasolutions.com
- You may also sign the quote and fax or email it or send a Purchase Order
- Please refer to this quote #
- Use a credit card (over 6K = 3% convenience fee)



# LAWRENCEVILLE

## GEORGIA

14.

### AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 11, 2019

AGENDA CATEGORY: CONSENT AGENDA

**Item:** 241-301 Hanarry Dr. (North) Storm System Drain Replacement Project

**Department:** Engineering

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** \$263,172.80

**Presented By:** Dennis Billew

**Action Requested:** Award 241-301 Hanarry Dr. (North) Storm System Drain Replacement Project to low bidder, CMES, Inc. in the amount of \$263,172.80. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

---

**Summary:** This project consists of demolition and removal of the existing CMP storm drain system and installation of a new drain system using HDPE pipe that will tie-in to existing structures. The project will also include the installation of a curb and gutter.

**Background:**

**Fiscal Impact:** Amount not to exceed \$263,172.80. This project is funded by the Capital Outlay Fund (560A-5.25.4320.541000). Project 25-002.

**Concurrences:**

**Attachments/Exhibits:**

Bid Tabulation

241-301 Hanarry Dr. (North) Storm Drain System Replacement Project  
Engineering

|          |                                                                                                                                                                           |             |    | CMES, Inc.   |              | GS Construction, Inc. |              | Ohmshiv, LLC |              | Site Engineering, Inc. |              | The Dickerson Company, Inc. |              |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----|--------------|--------------|-----------------------|--------------|--------------|--------------|------------------------|--------------|-----------------------------|--------------|
| ITEM #   | DESCRIPTION                                                                                                                                                               | APPROX. QTY |    | UNIT PRICE   | TOTAL PRICE  | UNIT PRICE            | TOTAL PRICE  | UNIT PRICE   | TOTAL PRICE  | UNIT PRICE             | TOTAL PRICE  | UNIT PRICE                  | TOTAL PRICE  |
| 1        | Warranties & Bonds                                                                                                                                                        | 1           | LS | \$700.00     | \$700.00     | \$6,500.00            | \$6,500.00   | \$7,500.00   | \$7,500.00   | \$5,000.00             | \$5,000.00   | \$8,500.00                  | \$8,500.00   |
| 2        | Mobilization                                                                                                                                                              | 1           | LS | \$1,500.00   | \$1,500.00   | \$10,000.00           | \$10,000.00  | \$7,500.00   | \$7,500.00   | \$5,000.00             | \$5,000.00   | \$7,500.00                  | \$7,500.00   |
| 3        | Erosion Control - All Included                                                                                                                                            | 1           | LS | \$6,700.00   | \$6,700.00   | \$10,000.00           | \$10,000.00  | \$7,500.00   | \$7,500.00   | \$8,000.00             | \$8,000.00   | \$4,500.00                  | \$4,500.00   |
| 4        | Complete demolition of existing Storm Drain Pipe System (48"-60" pipes), all shrubbery, fences, sod, saw cut & asphalt removal, and remove & replace unsuitable material. | 1           | LS | \$16,308.00  | \$16,308.00  | \$12,500.00           | \$12,500.00  | \$77,500.00  | \$77,500.00  | \$75,000.00            | \$75,000.00  | \$50,000.00                 | \$50,000.00  |
| 5        | Install complete 48" (HDPE) pipe (incl. water pumping, Excavation, all tie-ins, Shoring & bedding)                                                                        | 700         | LF | \$190.00     | \$133,000.00 | \$250.00              | \$175,000.00 | \$200.00     | \$140,000.00 | \$210.00               | \$147,000.00 | \$222.00                    | \$155,400.00 |
| 6        | Install complete 60" (HDPE) pipe (incl. water pumping, Excavation, all tie-ins, Shoring & bedding)                                                                        | 120         | LF | \$200.00     | \$24,000.00  | \$300.00              | \$36,000.00  | \$225.00     | \$27,000.00  | \$290.00               | \$34,800.00  | \$275.00                    | \$33,000.00  |
| 7        | Install complete 4" thick Concrete Driveway min. 3000 Psi. Including Mesh                                                                                                 | 100         | SY | \$75.00      | \$7,500.00   | \$60.00               | \$6,000.00   | \$32.00      | \$3,200.00   | \$80.00                | \$8,000.00   | \$75.00                     | \$7,500.00   |
| 8        | Install complete YARD INLETS - 8'-12' deep                                                                                                                                | 6           | EA | \$5,000.00   | \$30,000.00  | \$8,500.00            | \$51,000.00  | \$4,650.00   | \$27,900.00  | \$6,000.00             | \$36,000.00  | \$10,250.00                 | \$61,500.00  |
| 9        | 24" Curb & Gutter                                                                                                                                                         | 60          | LF | \$27.00      | \$1,620.00   | \$20.00               | \$1,200.00   | \$20.00      | \$1,200.00   | \$80.00                | \$4,800.00   | \$35.00                     | \$2,100.00   |
| 10       | Re-Grout all the Storm Drain Structures                                                                                                                                   | 1           | LS | \$3,500.00   | \$3,500.00   | \$5,000.00            | \$5,000.00   | \$5,000.00   | \$5,000.00   | \$4,000.00             | \$4,000.00   | \$2,450.00                  | \$2,450.00   |
| 11       | Reset existing Headwalls & install fresh Rip Rap.                                                                                                                         | 1           | LS | \$3,200.00   | \$3,200.00   | \$5,000.00            | \$5,000.00   | \$5,000.00   | \$5,000.00   | \$5,000.00             | \$5,000.00   | \$2,750.00                  | \$2,750.00   |
| 12       | Permanent grass/sod (include fertilizer & mulch)                                                                                                                          | 1870        | SY | \$6.00       | \$11,220.00  | \$18.00               | \$33,660.00  | \$10.00      | \$18,700.00  | \$15.00                | \$28,050.00  | \$10.00                     | \$18,700.00  |
| SUBTOTAL |                                                                                                                                                                           |             |    | \$239,248.00 |              | \$351,860.00          |              | \$328,000.00 |              | \$360,650.00           |              | \$353,900.00                |              |
| 13       | 10% City Contingencies                                                                                                                                                    |             |    | \$23,924.80  |              | \$35,186.00           |              | \$32,800.00  |              | \$36,065.00            |              | \$35,390.00                 |              |
| TOTAL    |                                                                                                                                                                           |             |    | \$263,172.80 |              | \$387,046.00          |              | \$360,800.00 |              | \$396,715.00           |              | \$389,290.00                |              |

**Recommended Vendor:**

CMES, Inc.  
6555 McDonough Drive  
Norcross, GA 30093  
770-982-1905  
[ramesh.s@cmesinc.net](mailto:ramesh.s@cmesinc.net)





# LAWRENCEVILLE

## GEORGIA

15.

### AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 11, 2019

AGENDA CATEGORY: CONSENT AGENDA

**Item:** 1021 Henry Terrace Storm Drain Replacement Project

**Department:** Engineering

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** \$103,840.00

**Presented By:** Dennis Billew

**Action Requested:** Award 1021 Henry Terrace Storm Drain Replacement Project to low bidder, A & S Paving, Inc. in the amount of \$103,840.00.

---

**Summary:** This project consists of demolition and removal of the existing CMP storm drain pipes and replacing with HDPE and RCP pipes in the storm water drain system. The project will also include the installation of a 48 inch pre-cast head wall and 24 inches of curb and gutter.

**Background:**

**Fiscal Impact:** Amount not to exceed \$103,840.00. This project is funded by the Capital Outlay Fund (560A-5.25.4320.541000). Project 25-002.

**Concurrences:**

**Attachments/Exhibits:**

Bid Tabulation

**BID TABULATION**

**SB012-20**  
**1021 Henry Terrace Storm Drain Replacement Project**  
**Engineering**

|                 |                                                                                                                   |             |    | A & S Paving, Inc. |             | The Dickerson Group, Inc. |             | Ohmshiv Construction, LLC. |             | Site Engineering, Inc. |             |
|-----------------|-------------------------------------------------------------------------------------------------------------------|-------------|----|--------------------|-------------|---------------------------|-------------|----------------------------|-------------|------------------------|-------------|
| ITEM #          | DESCRIPTION                                                                                                       | APPROX. QTY |    | UNIT PRICE         | TOTAL PRICE | UNIT PRICE                | TOTAL PRICE | UNIT PRICE                 | TOTAL PRICE | UNIT PRICE             | TOTAL PRICE |
| 1               | Warranties                                                                                                        | 1           | LS | \$12,500.00        | \$12,500.00 | \$5,000.00                | \$5,000.00  | \$5,000.00                 | \$5,000.00  | \$4,000.00             | \$4,000.00  |
| 2               | Mobilization                                                                                                      | 1           | LS | \$6,500.00         | \$6,500.00  | \$7,500.00                | \$7,500.00  | \$8,000.00                 | \$8,000.00  | \$4,000.00             | \$4,000.00  |
| 3               | Erosion Control                                                                                                   | 1           | LS | \$4,300.00         | \$4,300.00  | \$4,500.00                | \$4,500.00  | \$5,500.00                 | \$5,500.00  | \$10,000.00            | \$10,000.00 |
| 4               | Demolition exist. 36" & 48" CMP pipes, including remove & replace unsuitable material & saw cutting the street.   | 1           | LS | \$27,500.00        | \$27,500.00 | \$10,000.00               | \$10,000.00 | \$32,500.00                | \$32,500.00 | \$25,000.00            | \$25,000.00 |
| 5               | Water Pumping                                                                                                     | 1           | LS | \$500.00           | \$500.00    | \$3,000.00                | \$3,000.00  | \$2,500.00                 | \$2,500.00  | \$2,500.00             | \$2,500.00  |
| 6               | Install Complete 36" HDPE pipe incl. bedding, compaction, shoring & backfill, including tie-ins                   | 106         | LF | \$80.00            | \$8,480.00  | \$150.00                  | \$15,900.00 | \$125.00                   | \$13,250.00 | \$210.00               | \$22,260.00 |
| 7               | Install complete 48" HDPE pipe incl. bedding, compaction, shoring & backfill, including tie-ins.                  | 110         | LF | \$125.00           | \$13,750.00 | \$222.00                  | \$24,420.00 | \$180.00                   | \$19,800.00 | \$250.00               | \$27,500.00 |
| 8               | Install complete 36" RCP pipe incl. bedding, compaction, shoring & backfill, including tie-ins.                   | 40          | LF | \$117.50           | \$4,700.00  | \$150.00                  | \$6,000.00  | \$130.00                   | \$5,200.00  | \$210.00               | \$8,400.00  |
| 9               | Install complete 24" curb & gutter.                                                                               | 60          | LF | \$20.00            | \$1,200.00  | \$30.00                   | \$1,800.00  | \$20.00                    | \$1,200.00  | \$100.00               | \$6,000.00  |
| 10              | Re-set existing 48" HW                                                                                            | 1           | LS | \$750.00           | \$750.00    | \$1,500.00                | \$1,500.00  | \$2,000.00                 | \$2,000.00  | \$2,000.00             | \$2,000.00  |
| 11              | Patching all included (min. 6" thick GAB compacted to 95%. 3" - 12.5mm asphalt binder. 2"- 9.5 mm surface course) | 1           | LS | \$4,500.00         | \$4,500.00  | \$8,500.00                | \$8,500.00  | \$2,000.00                 | \$2,000.00  | \$8,000.00             | \$8,000.00  |
| 12              | Install Rip Rap                                                                                                   | 20          | TN | \$30.00            | \$600.00    | \$65.00                   | \$1,300.00  | \$55.00                    | \$1,100.00  | \$100.00               | \$2,000.00  |
| 13              | Permanent vegetation sod. Including mulch for landscaping, incl. fertilizer.                                      | 480         | SY | \$19.00            | \$9,120.00  | \$17.00                   | \$8,160.00  | \$10.00                    | \$4,800.00  | \$20.00                | \$9,600.00  |
| <b>SUBTOTAL</b> |                                                                                                                   |             |    | \$94,400.00        |             | \$97,580.00               |             | \$102,850.00               |             | \$131,260.00           |             |
| 14              | 10% Contingencies                                                                                                 | 1           | LS | \$9,440.00         | \$9,440.00  | \$9,758.00                | \$9,758.00  | \$10,285.00                | \$10,285.00 | \$13,126.00            | \$13,126.00 |
| <b>TOTAL</b>    |                                                                                                                   |             |    | \$103,840.00       |             | \$107,338.00              |             | \$113,135.00               |             | \$144,386.00           |             |

**Recommended Vendor:**

A & S Paving, Inc.  
 2747 S. Stone Mountain Lithonia Rd.  
 Lithonia, GA 30058  
 770-482-1597  
[info@aspaving.com](mailto:info@aspaving.com)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 11, 2019

AGENDA CATEGORY: CONSENT AGENDA

**Item:** Pike & Crogan Street Sidewalk Addition Project

**Department:** Engineering

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** \$78,189.10

**Presented By:** Dennis Billew

**Action Requested:** Award Pike & Crogan Street Sidewalk Addition Project to DAF Concrete, Inc. in the amount of \$78,189.10. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

---

**Summary:** This project consists of construction of new sidewalks and storm drain system on Pike & Crogan Streets. It will include site grading, tree removal, erosion control and installation of new street lights.

**Background:**

**Fiscal Impact:** Amount not to exceed \$78,189.10. This project is funded by the Capital Outlay Fund (355-5.08.4200.541000). Project 08-005.

**Concurrences:**

**Attachments/Exhibits:**

Bid Tabulation

**Pike & Crogan Street Sidewalk Addition Project  
Engineering**

16.

|          |                                                                                                               |             |      | DAF Concrete, Inc. |             | Multiplex, LLC |             | Ohmshiv Construction, LLC |             |
|----------|---------------------------------------------------------------------------------------------------------------|-------------|------|--------------------|-------------|----------------|-------------|---------------------------|-------------|
| ITEM #   | DESCRIPTION                                                                                                   | APPROX. QTY |      | UNIT PRICE         | TOTAL PRICE | UNIT PRICE     | TOTAL PRICE | UNIT PRICE                | TOTAL PRICE |
| 1        | Warranties & Bonds                                                                                            | 1           |      | \$4,280.00         | \$4,280.00  | \$4,000.00     | \$4,000.00  | \$5,000.00                | \$5,000.00  |
| 2        | Mobilization                                                                                                  | 1           | LS   | \$500.00           | \$500.00    | \$15,000.00    | \$15,000.00 | \$7,500.00                | \$7,500.00  |
| 3        | Traffic Control                                                                                               | 1           | LS   | \$5,000.00         | \$5,000.00  | \$4,500.00     | \$4,500.00  | \$8,500.00                | \$8,500.00  |
| 4        | Demolition including Remove & Replace unsuitable soil & haul off.                                             | 1           | LS   | \$3,000.00         | \$3,000.00  | \$10,000.00    | \$10,000.00 | \$22,500.00               | \$22,500.00 |
| 5        | Site finish grading complete.                                                                                 | 1           | LS   | \$4,000.00         | \$4,000.00  | \$8,000.00     | \$8,000.00  | \$18,000.00               | \$18,000.00 |
| 6        | Install complete new SWCB                                                                                     | 1           | EACH | \$1,000.00         | \$1,000.00  | \$2,500.00     | \$2,500.00  | \$2,500.00                | \$2,500.00  |
| 7        | Complete Reconstruct Existing Hood & Frame D/I                                                                | 1           | EACH | \$600.00           | \$600.00    | \$2,500.00     | \$2,500.00  | \$2,250.00                | \$2,250.00  |
| 8        | Install complete JB - 8'-10' deep (incl. excavation, all tie-ins, shoring & bedding)                          | 1           | EACH | \$3,000.00         | \$3,000.00  | \$8,000.00     | \$8,000.00  | \$5,000.00                | \$5,000.00  |
| 9        | Install complete new 24" Curb & Gutter                                                                        | 85          | LF   | \$25.00            | \$2,125.00  | \$20.00        | \$1,700.00  | \$18.00                   | \$1,530.00  |
| 10       | Install complete new 30" Curb & Gutter                                                                        | 112         | LF   | \$28.00            | \$3,136.00  | \$30.00        | \$3,360.00  | \$20.00                   | \$2,240.00  |
| 11       | Install complete 6' wide concrete SIDEWALK-4" thick, min 3,000 Psi concrete @ 28 days.                        | 116         | SY   | \$40.00            | \$4,640.00  | \$55.00        | \$6,380.00  | \$32.00                   | \$3,712.00  |
| 12       | Install complete streetlights (all included) to new sidewalk (including provided shop drawings to Elec. DEP.) | 1           | LS   | \$28,000.00        | \$28,000.00 | \$30,000.00    | \$30,000.00 | \$50,000.00               | \$50,000.00 |
| 13       | Install complete 18" (HDPE) high-density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding) | 40          | LF   | \$70.00            | \$2,800.00  | \$50.00        | \$2,000.00  | \$60.00                   | \$2,400.00  |
| 14       | Erosion Control (all included for all phases)                                                                 | 1           | LS   | \$4,000.00         | \$4,000.00  | \$8,000.00     | \$8,000.00  | \$5,000.00                | \$5,000.00  |
| 15       | Repair or replace existing Head Wall Incl. removal of trees                                                   | 1           | LS   | \$5,000.00         | \$5,000.00  | \$5,000.00     | \$5,000.00  | \$5,000.00                | \$5,000.00  |
| SUBTOTAL |                                                                                                               |             |      | \$71,081.00        |             | \$110,940.00   |             | \$141,132.00              |             |
| 16       | 10% City Contingencies                                                                                        |             |      | \$7,108.10         |             | \$11,094.00    |             | \$14,113.20               |             |
| TOTAL    |                                                                                                               |             |      | \$78,189.10        |             | \$122,034.00   |             | \$155,245.20              |             |

**Recommended Vendor:**

DAF Concrete, Inc.  
9160 Turner Rd.  
Jonesboro, GA 30236  
770-629-4036  
[daf\\_concrete\\_inc@yahoo.com](mailto:daf_concrete_inc@yahoo.com)



# LAWRENCEVILLE

## GEORGIA

17.

### AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 11, 2019

AGENDA CATEGORY: CONSENT AGENDA

**Item:** Clayton Street Sidewalk Addition Project

**Department:** Engineering

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** \$84,018.00

**Presented By:** Dennis Billew

**Action Requested:** Award Clayton Street Sidewalk Addition Project to DAF Concrete, Inc. in the amount of \$84,018.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

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**Summary:** This project consists of construction of a new granite rubble seat wall and sidewalk on South Clayton Street. It will include site grading, tree removal, erosion control and installation of new storm drains and the relocation of street lights.

**Background:**

**Fiscal Impact:** Amount not to exceed \$84,018.00. This project is funded by the Capital Outlay Fund (355-5.08.4200.541000). Project 08-005.

**Concurrences:**

**Attachments/Exhibits:**

Bid Tabulation

|          |                                                                                                                                                     |             |    | DAF Concrete, Inc. |             | Multiplex, LLC |              | Ohmshiv Construction, LLC |             |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----|--------------------|-------------|----------------|--------------|---------------------------|-------------|
| ITEM #   | DESCRIPTION                                                                                                                                         | APPROX. QTY |    | UNIT PRICE         | TOTAL PRICE | UNIT PRICE     | TOTAL PRICE  | UNIT PRICE                | TOTAL PRICE |
| 1        | Warranties & Bonds                                                                                                                                  | 1           |    | \$3,280.00         | \$3,280.00  | \$4,000.00     | \$4,000.00   | \$8,000.00                | \$8,000.00  |
| 2        | Mobilization                                                                                                                                        | 1           | LS | \$500.00           | \$500.00    | \$15,000.00    | \$15,000.00  | \$7,500.00                | \$7,500.00  |
| 3        | Traffic Control                                                                                                                                     | 1           | LS | \$3,000.00         | \$3,000.00  | \$4,500.00     | \$4,500.00   | \$11,000.00               | \$11,000.00 |
| 4        | Site finish grading complete ( including clearing, grubbing & tree removal)                                                                         | 1           | LS | \$2,000.00         | \$2,000.00  | \$25,000.00    | \$25,000.00  | \$30,000.00               | \$30,000.00 |
| 5        | Demolition complete including haul off & Remove & Replace unsuitable soil                                                                           | 1           | LS | \$5,000.00         | \$5,000.00  | \$15,000.00    | \$15,000.00  | \$45,000.00               | \$45,000.00 |
| 6        | Install complete new 12”X12” yard drop inlet with Trench Drain as per the drawing                                                                   | 1           | LS | \$4,500.00         | \$4,500.00  | \$2,000.00     | \$2,000.00   | \$2,200.00                | \$2,200.00  |
| 7        | Construct complete Design-build (all included) retaining wall as per the drawings including Granite Rubble Seat wall to matches lawn wall. (852 SF) | 1           | LS | \$42,600.00        | \$42,600.00 | \$110,000.00   | \$110,000.00 | \$20,000.00               | \$20,000.00 |
| 8        | Install complete 7’ wide concrete sidewalk- 4” thick, min 3,000 Psi concrete @ 28 days Including H/C Ramps. (154 SY)                                | 1           | LS | \$2,200.00         | \$2,200.00  | \$9,000.00     | \$9,000.00   | \$6,000.00                | \$6,000.00  |
| 9        | Remove & Relocate complete Existing street lights to new sidewalk locations & elevations including base, conduit & wiring.                          | 1           | LS | \$5,000.00         | \$5,000.00  | \$15,000.00    | \$15,000.00  | \$39,500.00               | \$39,500.00 |
| 10       | Striping - X-WALK Thermoplastic as per the drawings.                                                                                                | 1           | LS | \$1,300.00         | \$1,300.00  | \$1,600.00     | \$1,600.00   | \$2,650.00                | \$2,650.00  |
| 11       | Erosion Control (all included for all phases )                                                                                                      | 1           | LS | \$2,000.00         | \$2,000.00  | \$5,000.00     | \$5,000.00   | \$3,000.00                | \$3,000.00  |
| 12       | Landscaping complete as per the drawings. Tree planting, shrubs, seed & straw & final grassing.                                                     | 1           | LS | \$5,000.00         | \$5,000.00  | \$7,800.00     | \$7,800.00   | \$19,500.00               | \$19,500.00 |
| SUBTOTAL |                                                                                                                                                     |             |    | \$76,380.00        |             | \$213,900.00   |              | \$194,350.00              |             |
| 13       | 10% City Contingencies                                                                                                                              |             |    | \$7,638.00         |             | \$21,390.00    |              | \$19,435.00               |             |
| TOTAL    |                                                                                                                                                     |             |    | \$84,018.00        |             | \$235,290.00   |              | \$213,785.00              |             |

**Recommended Vendor:**

DAF Concrete, Inc.

9160 Turner Rd.

Jonesboro, GA 30236

770-629-4036

[daf\\_concrete\\_inc@yahoo.com](mailto:daf_concrete_inc@yahoo.com)



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: CONSENT AGENDA

|                          |                                                                                                         |
|--------------------------|---------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Hotel/Motel Tax Litigation Extension                                                                    |
| <b>Department:</b>       | City Clerk                                                                                              |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                                                            |
| <b>Fiscal Impact:</b>    | TBD                                                                                                     |
| <b>Presented By:</b>     | Karen Pierce                                                                                            |
| <b>Action Requested:</b> | Approve for the Mayor to sign the ballot to extend the administration of the hotel/motel tax litigation |

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**Summary:** The City needs to submit their ballot for the law firm of Brinson, Askew, Berry, Seigler, Richardson, & Davis to continue the administration of hotel/motel tax payments the city receives from online bookings of rooms.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: OLD BUSINESS

**Item:** SUP2019-00021; German Auto Solutions; 125 Park Access Road

**Department:** Planning and Development

**Date of Meeting:** Wednesday, December 11, 2019

**Applicant Request:** Automobile Repair Shop and Accessory Outdoor Storage

**Presented By:** Todd Hargrave

**Department  
Recommendation:** Approval with Conditions

**Planning  
Commission  
Recommendation:** Approval with staff's conditions

---

**Summary:** The applicant is requesting a Special Use Permit to bring the site into current Zoning Ordinance compliance to allow the continuance of an automobile repair shop with accessory outdoor storage.

**Attachments/Exhibits:**

SUP2019-00021 Report

SUP2019-00021 Attachments



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

|                                  |                                 |
|----------------------------------|---------------------------------|
| <b>CASE NUMBER</b>               | <b>SUP2019-00021</b>            |
| <b>APPLICANT</b>                 | GERMAN AUTO SOLUTIONS           |
| <b>CONTACT</b>                   | VITALLY GLUSHCHAK               |
| <b>PHONE NUMBER</b>              | 404.935.8571                    |
| <b>ZONING CHANGE</b>             | -                               |
| <b>LOCATION</b>                  | 125 PARK ACCESS DRIVE           |
| <b>PARCEL ID</b>                 | R7011 089                       |
| <b>ACREAGE</b>                   | 1.4                             |
| <b>PROPOSED DEVELOPMENT</b>      | AUTOMOBILE REPAIR               |
| <b>DEPARTMENT RECOMMENDATION</b> | <b>APPROVAL WITH CONDITIONS</b> |

**ZONING HISTORY:**

The property has been zoned BG (General Business District) since 1987.

**PROJECT DATA:**

The applicant is requesting a Special Use Permit for automobile repair and associated outdoor storage to be able to park customer vehicles overnight. The property is a 1.4-acre parcel and it is located along the southern right-of-way of Park Access Drive; south of Highway 316, east of Collins Hill Road. The property is currently developed with one building and associated driveways and parking.

The applicant is proposing to use the existing property, structure and associated parking with minimal changes to the site. The applicant specializes in the repair of German Sprinter Vans. Due to the volume of repairs, the applicant intends to utilize a portion of the existing parking lot for outdoor storage. Therefore, the applicant intends to construct a fence at the rear of the building on either side with gates for vehicle access and privacy. Based on the square footage of the building, 28 parking spaces are required. According to the survey provided by the applicant, there are currently 63 total parking spaces, two of which are reserved for handicap parking. Adding a fence to the rear of the building would potentially decrease parking spaces by four stalls; however, this change would provide an effective visual screen of the vans awaiting pickup and repair.

Nearby properties along Park Access Drive and Lyle Circle are developed with commercial and institutional uses. To the east is a BG zoned property, with an approved Special Use Permit (SU-16-11) allowing auto body repair. To the south is a BG zoned property, currently used as a multi-tenant commercial building. To the west are BG zoned properties used for civic, commercial/retail and institutional uses. Further to the southwest are various retail uses, which include the Lawrenceville Crossing shopping center. The variety of uses in the immediate area further supports this request.

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the College Corridor Character Area. The vision for the College Corridor character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher density development and green space. It will also have services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown. The proposed request could be compatible with the intent of the 2040 Comprehensive Plan, which could be considered as an appropriate general commercial service to those wanting to live and work along the College Corridor.

In conclusion, the property has been used as an auto service center for several years and is adjacent to a property that has had a similar request approved. If properly conditioned, any adverse impacts may be mitigated, and the proposed fence could help mitigate any undesired aesthetic effects. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

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

No comment.

**ELECTRIC DEPARTMENT**

No comment.

**GAS DEPARTMENT**

No comment.

**WATER DEPARTMENT**

No comment.

**CODE ENFORCEMENT**

In 2018, the subject property was cited for illegal overnight parking of a semi-trailer truck, trash, and a vacant/abandoned sign.

**PLANNING AND DEVELOPMENT DEPARTMENT  
RECOMMENDED CONDITIONS**

SUP2019-00021:

Approval of Special Use permit for automobile repair, subject to the following enumerated conditions:

1. The property shall have a 15-foot wide landscape strip along the right-of-way fronting Park Access Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to review and approval by the Director of Planning and Development.
2. Parking in the front of the property shall be restricted to customer parking only. All vehicles in need of service or awaiting customer pickup overnight shall be kept in the sides and rear of the property screened from view from Park Access Drive by the installation of an 8-foot tall opaque fence at the front of the building. Fence placement and materials shall be subject to review and approval by the Director of Planning and Development.
3. All vehicles must be parked in striped designated spaces and all required access aisles must remain open.
4. Landscaping shall be utilized to soften the appearance of the fence subject to review and approval by the Director of Planning and Development.
5. Under no circumstances shall the owner or occupant of the property keep any junk, scrap, metal, rags, paper, abandoned, wrecked, or junked or scrap material or any parts thereof.
6. All loading and unloading of vehicles in need of service shall occur in the rear/screened portions of the property.
7. No work on vehicles is to be conducted outside.
8. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
9. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.

10. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
11. Outdoor storage of any items and/or materials unrelated to the Special Use shall be prohibited.
12. Dumpsters shall be restricted to the rear of the property.
13. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
14. Sign twirling is prohibited on the property.
15. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.

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

1. **Will the Special Use Permit proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *If properly conditioned, auto repair may be consistent with adjacent properties that have had similar requests approved.*
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?** *No.*

### ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**  
*SEE PAGE 2.*
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *N/A.*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *None.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed Special Use Permit?** *If properly conditioned, it may be suitable per the terms of the ordinance.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *N/A.*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *See comments above.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Adequate sites are available elsewhere within the city.*
10. **What is the suitability of the site for the proposed Special Use Permit relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *If properly conditioned, the proposed auto repair may be suitable.*



# LAWRENCEVILLE

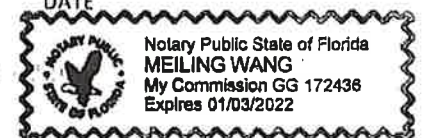
## GEORGIA

### SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION                                                                                                                                                                                  | PROPERTY OWNER INFORMATION*              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|
| NAME: <u>GERMAN Auto Solutions</u>                                                                                                                                                                     | NAME: <u>Von Unga Inc</u>                |
| ADDRESS: <u>315 Buford Dr</u>                                                                                                                                                                          | ADDRESS: <u>12945 SW 132nd St Unit 3</u> |
| CITY: <u>Lawrenceville</u>                                                                                                                                                                             | CITY: <u>Miami</u>                       |
| STATE: <u>GA</u> ZIP: <u>30046</u>                                                                                                                                                                     | STATE: <u>FL</u> ZIP: <u>33186</u>       |
| PHONE: <u>678-412-5448</u>                                                                                                                                                                             | PHONE: <u>305-255-7438 305-6067881</u>   |
| CONTACT PERSON: <u>Vitaliy Glushchak</u> PHONE: <u>404-935-8571</u>                                                                                                                                    |                                          |
| CONTACT'S E-MAIL: <u>germanautosolutions15@gmail.com</u>                                                                                                                                               |                                          |
| * If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees. |                                          |
| ZONING DISTRICT(S): <u>LM</u> ACREAGE: <u>1.4</u>                                                                                                                                                      |                                          |
| PARCEL NUMBER(S): <u>R7001 089</u>                                                                                                                                                                     |                                          |
| ADDRESS OF PROPERTY: <u>125 PARK Access Rd, Luille 30046</u>                                                                                                                                           |                                          |
| PROPOSED SPECIAL USE: <u>AUTOMOTIVE REPAIR</u>                                                                                                                                                         |                                          |

[Signature] 9/5/19  
 SIGNATURE OF APPLICANT DATE  
Vitaliy Glushchak  
 TYPED OR PRINTED NAME  
[Signature] 9/5/19  
 NOTARY PUBLIC DATE  
09/28/20

[Signature] 9/5/19  
 SIGNATURE OF OWNER DATE  
Christopher Hing  
 TYPED OR PRINTED NAME  
[Signature] 9/5/19  
 NOTARY PUBLIC DATE







Richard Bowers & Co.

Real Estate



19.

**LETTER OF INTENT APPLICATION and FOR SPECIAL USE PERMIT**

125 Park Access, Lawrenceville, GA 30046

Richard Bowers & Company submits this Letter of Intent and attached Rezoning and Special Use Permit Application on behalf of VON ULRIC, INC (the "Applicant") to request a Special Use Permit for the Applicants 1.4 Acre tract (the "Property") that faces North to Hwy 316, just East of Collins Hill Road and North of Hurricane Shoals.

The Property is immediately surrounded by BG Zoned properties with LM, HS 13 and undeveloped RS 150 Land. Graphic attached.

The Property is currently zoned BG but does allow Automotive Repair under Conditional Use with the approval of the Planning Commission and Mayor and City Council.

The Applicant would like to change the Conditional Use for a proposed Tenant / new Owner to move their existing German Sprinter Van Repair business from 315 Buford Drive to 125 Park Access Drive under a Special Use Permit to include Automotive Repair.

Applicant proposed to erect a Privacy Fence on either side of the building with operation entrance / exit gates for vehicle access and privacy. Sample Picture attached.

The Applicant and its representatives welcome the opportunity to further meet with staff or council to address any concerns, answer any questions relating to the matters set forth in the LOI.

We respectfully request you approval of this Application.

Submitted October 4, 2019

Richard Bowers & Company

Jeff McMullen

Applicants Broker



**SUP 2019-00021**



Page 51

EXHIBIT ALEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 11 of the 7<sup>th</sup> District of Gwinnett County, City of Lawrenceville, Georgia and being more particularly described as follows:

BEGINNING at a ½ inch rebar found on the southeasterly right-of-way line of Park Access Drive (having a 60 foot right-of-way) located 211.13 feet northeasterly as measured along the southeasterly right-of-way line of last said road from the intersection formed by the southeasterly right-of-way line of last said road with the northeasterly right-of-way line of Collins Hill Road (having an 80 foot right-of-way); thence running northeasterly along the southerly right-of-way line of said Park Access Drive: North 36 degrees, 49 minutes and 57 seconds East for a distance of 64.53 feet to a point; thence 132.47 feet along an arc of a curve to the right having a radius of 220.00 feet, which arc is subtended by a chord bearing and distance of North 54 degrees, 15 minutes and 00 second East 130.48 feet to a point; thence North 71 degrees, 30 minutes and 00 second East for a distance of 28.47 feet to a ½ inch rebar found; thence leaving the southeasterly right-of-way line of last said road and running South 30 degrees, 37 minutes and 00 second East for a distance of 301.83 feet to a ½ inch rebar found; thence South 59 degrees, 23 minutes and 46 seconds West for a distance of 199.80 feet to a ½ inch rebar found; thence North 30 degrees, 37 minutes and 00 second West for a distance of 229.00 feet to a ½ inch rebar set; thence North 53 degrees, 10 minutes and 14 seconds West for a distance of 45.84 feet to the ½ inch rebar found located at the POINT OF BEGINNING, containing 61,097 square feet (1.4026 acres) of land and being improved property known as 125 Park Access Drive according to the present system of numbering in Gwinnett County, City of Lawrenceville, Georgia.

ALL AS SHOWN on that certain survey entitled "ALTA/ACSM Land Title Survey for Pavilion NTB-Lawrenceville, LLC; Fidelity National Title Insurance Company; First Charter Bank, its Successors and Assigns; NTW Incorporated; and Schwarzberg & Associates," dated September 24, 2004, which survey is incorporated herein by reference and made a part hereof.

C:\915405v2 16477 00103

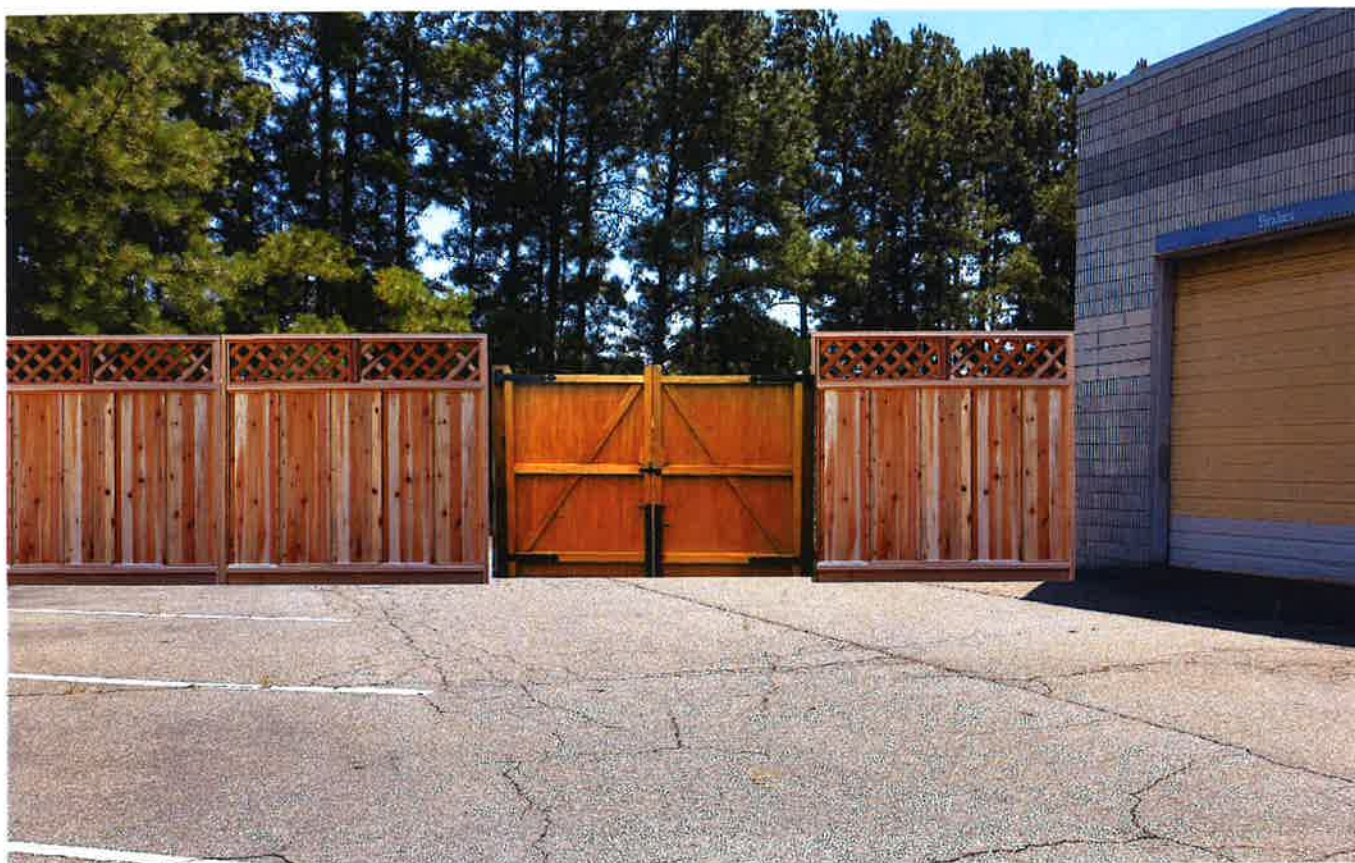
SUP 2019-00021







125 Park Access Dr, Lawrenceville, GA 30346



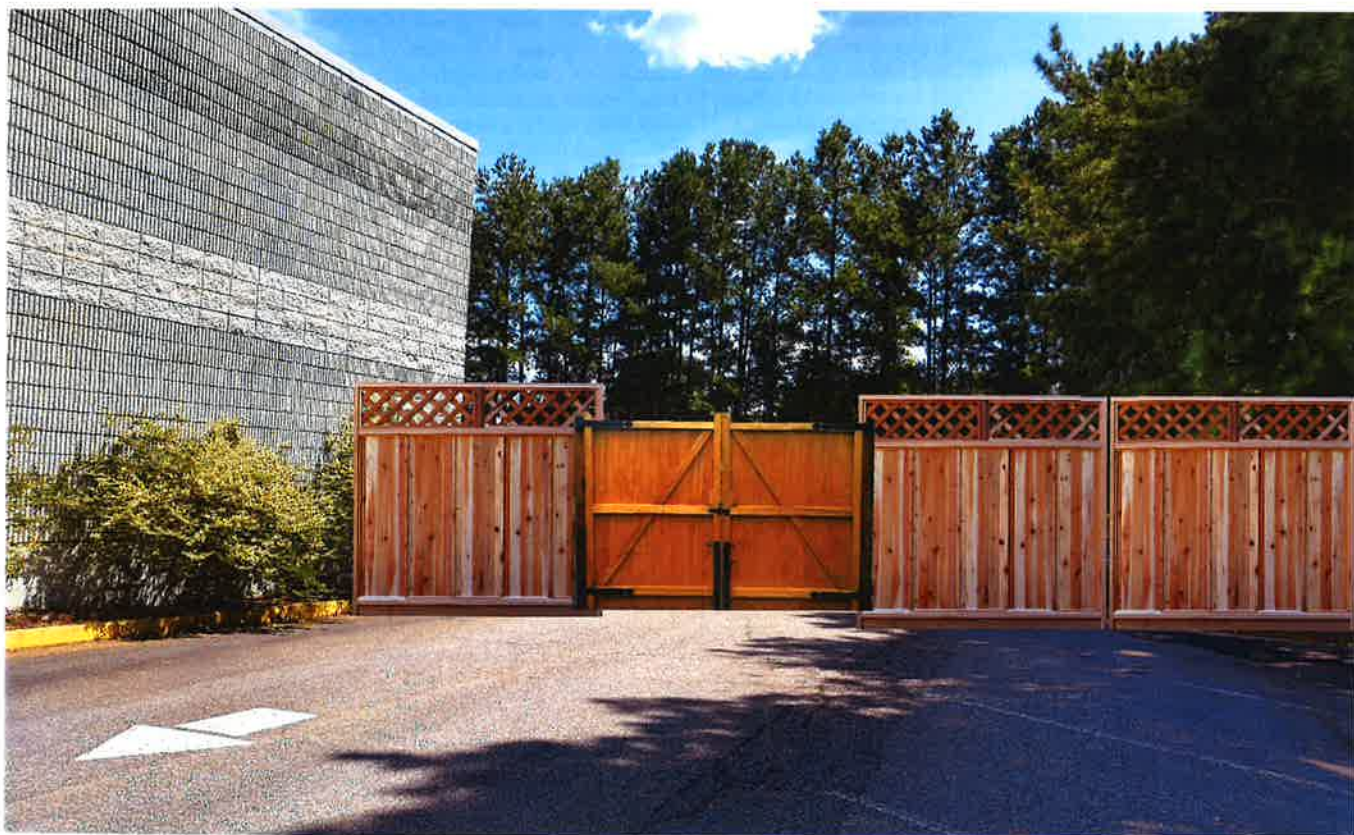
Richard Bowers & Co.  
Real Estate



TCN  
WORLDWIDE  
REAL ESTATE SERVICES



125 Park Access Dr, Lawrenceville, GA 30346



Richard Bowers & Co.  
Real Estate



TCN  
WORLDWIDE  
REAL ESTATE SERVICES





*The City of Lawrenceville  
Planning & Development*

**Aerial Map and  
Surrounding Area  
File # SUP2019-00021**

**Applicant:  
German Auto Solutions**

**Address: 125 Park Access Dr.**

**Legend**

-  Subject Property
  -  Roads
  -  Parcels
- N  
W E

0 25 50  
|-----|



*The City of Lawrenceville  
Planning & Development*

**Location Map and  
Surrounding Zoning  
File # SUP2019-00021**

**Applicant:  
German Auto Solutions**

**Address: 125 Park Access Dr.**

**Legend**

 Subject Property

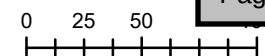
 BG

 HSB

 Roads



Page 57



SR316E CD RD

SR316E CD ON RP-COLLINS HILL RAMP

PARK ACCESS DR

COLLINS HILL RD

LYLE CIR





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: NEW BUSINESS

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

**Department:** Planning and Development

**Date of Meeting:** Wednesday, December 11, 2019

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

**Presented By:** Todd Hargrave

**Department Recommendation:** Approval with Conditions

**Planning Commission Recommendation:** Table to the December 9, 2019 Planning Commission meeting

---

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

**Attachments/Exhibits:**

RZC2019-00010 & SUP2019-00022 Report

RZC2019-00010 & SUP2019-00022 Attachments



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

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

**ZONING HISTORY:**

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

**PROJECT DATA:**

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

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

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

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

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

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

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

**PLANNING AND DEVELOPMENT DEPARTMENT  
RECOMMENDED CONDITIONS**

RZC2019-00010

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

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

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

2. To abide by the following site development considerations:

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

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

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

**PLANNING AND DEVELOPMENT DEPARTMENT  
RECOMMENDED CONDITIONS**

SUP2019-00022:

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

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



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

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

### ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

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



# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

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

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

NOTARY PUBLIC

DATE



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 770.963.2614 • www.lawrencevillega.org



# LAWRENCEVILLE

## GEORGIA

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SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney  
TYPED OR PRINTED NAME

SIGNATURE OF OWNER DATE

William J. Martin  
TYPED OR PRINTED NAME

Amanda Masley 10/3/19  
NOTARY PUBLIC DATE

Amanda Masley 10/3/19  
NOTARY PUBLIC DATE



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# LAWRENCEVILLE

## GEORGIA

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\_\_\_\_\_  
SIGNATURE OF APPLICANT      DATE

Shane M. Lanham, Attorney  
TYPED OR PRINTED NAME

\_\_\_\_\_  
NOTARY PUBLIC      DATE

[Signature] 3 OCT 2019  
SIGNATURE OF OWNER      DATE

BILL MARTIN, AS REGISTERED AGENT  
TYPED OR PRINTED NAME

Amanda Mosley 10/3/19  
NOTARY PUBLIC      DATE



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# LAWRENCEVILLE

## GEORGIA

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\_\_\_\_\_  
SIGNATURE OF APPLICANT      DATE

Shane M. Lanham, Attorney  
TYPED OR PRINTED NAME

\_\_\_\_\_  
NOTARY PUBLIC      DATE

[Signature] 3 OCT 2019  
SIGNATURE OF OWNER      DATE

BILL MARTIN, AS EXECUTOR  
TYPED OR PRINTED NAME

Amanda Mosley 10/6/19  
NOTARY PUBLIC      DATE



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# LAWRENCEVILLE

## GEORGIA

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Shane M. Lanham, Attorney  
TYPED OR PRINTED NAME

NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF OWNER \_\_\_\_\_ DATE \_\_\_\_\_

Bill Martin, AS EXECUTOR  
TYPED OR PRINTED NAME

Amanda Mosley 10/3/19  
NOTARY PUBLIC \_\_\_\_\_ DATE \_\_\_\_\_



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# LAWRENCEVILLE

## GEORGIA

### REZONING APPLICATION

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

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney  
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

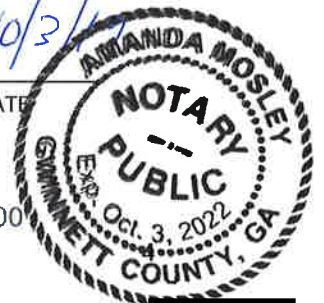
SAMUEL A. MARTIN III  
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

*Samuel A. Martin III* 03 OCT 19

SAMUEL A. MARTIN III

*Amanda Mosley* 10/3/19



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# LAWRENCEVILLE

## GEORGIA

### SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION                                                                                                                                                                                  | PROPERTY OWNER INFORMATION*         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| NAME: The Residential Group c/o Mahaffey Pickens Tucker, LLP                                                                                                                                           | NAME: <u>Multiple--see attached</u> |
| ADDRESS: <u>1550 North Brown Road, Suite 125</u>                                                                                                                                                       | ADDRESS: _____                      |
| CITY: <u>Lawrenceville</u>                                                                                                                                                                             | CITY: _____                         |
| STATE: <u>Georgia</u> ZIP: <u>30043</u>                                                                                                                                                                | STATE: _____ ZIP: _____             |
| PHONE: <u>770 232 0000</u>                                                                                                                                                                             | PHONE: _____                        |
| CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</u>                                                                                                                                         |                                     |
| CONTACT'S E-MAIL: <u>slanham@mptlawfirm.com</u>                                                                                                                                                        |                                     |
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| ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>+/-</u>                                                                                                                                                      |                                     |
| PARCEL NUMBER(S): <u>Multiple--see attached</u>                                                                                                                                                        |                                     |
| ADDRESS OF PROPERTY: <u>Buford Drive (SR 20) @ University Parkway (SR 316)</u>                                                                                                                         |                                     |
| PROPOSED SPECIAL USE: <u>High-Rise Development</u>                                                                                                                                                     |                                     |

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

NOTARY PUBLIC

DATE

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# LAWRENCEVILLE

## GEORGIA

### SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION                                                                                                                                                                                  | PROPERTY OWNER INFORMATION*  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| NAME: The Residential Group c/o Mahaffey Pickens Tucker, LLP                                                                                                                                           | NAME: Multiple--see attached |
| ADDRESS: 1550 North Brown Road, Suite 125                                                                                                                                                              | ADDRESS: _____               |
| CITY: Lawrenceville                                                                                                                                                                                    | CITY: _____                  |
| STATE: Georgia ZIP: 30043                                                                                                                                                                              | STATE: _____ ZIP: _____      |
| PHONE: 770 232 0000                                                                                                                                                                                    | PHONE: _____                 |
| CONTACT PERSON: Shane Lanham PHONE: 770 232 0000                                                                                                                                                       |                              |
| CONTACT'S E-MAIL: slanham@mptlawfirm.com                                                                                                                                                               |                              |
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| ZONING DISTRICT(S): BG ACREAGE: +/-                                                                                                                                                                    |                              |
| PARCEL NUMBER(S): Multiple--see attached                                                                                                                                                               |                              |
| ADDRESS OF PROPERTY: Buford Drive (SR 20) @ University Parkway (SR 316)                                                                                                                                |                              |
| PROPOSED SPECIAL USE: High-Rise Development                                                                                                                                                            |                              |

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SIGNATURE OF APPLICANT DATE

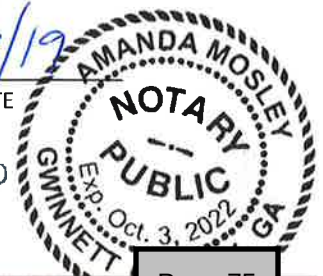
Shane M. Lanham, Attorney  
\_\_\_\_\_  
TYPED OR PRINTED NAME

\_\_\_\_\_  
NOTARY PUBLIC DATE

\_\_\_\_\_  
SIGNATURE OF OWNER DATE

William J MARTIN  
\_\_\_\_\_  
TYPED OR PRINTED NAME

Amanda Mosley 10/3/19  
\_\_\_\_\_  
NOTARY PUBLIC DATE



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# LAWRENCEVILLE

## GEORGIA

### SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION                                                                                                                                                                                  | PROPERTY OWNER INFORMATION*  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
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| CITY: Lawrenceville                                                                                                                                                                                    | CITY: _____                  |
| STATE: Georgia ZIP: 30043                                                                                                                                                                              | STATE: _____ ZIP: _____      |
| PHONE: 770 232 0000                                                                                                                                                                                    | PHONE: _____                 |
| CONTACT PERSON: Shane Lanham PHONE: 770 232 0000                                                                                                                                                       |                              |
| CONTACT'S E-MAIL: slanham@mptlawfirm.com                                                                                                                                                               |                              |
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| ZONING DISTRICT(S): BG ACREAGE: +/-                                                                                                                                                                    |                              |
| PARCEL NUMBER(S): Multiple--see attached                                                                                                                                                               |                              |
| ADDRESS OF PROPERTY: Buford Drive (SR 20) @ University Parkway (SR 316)                                                                                                                                |                              |
| PROPOSED SPECIAL USE: High-Rise Development                                                                                                                                                            |                              |

SIGNATURE OF APPLICANT

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

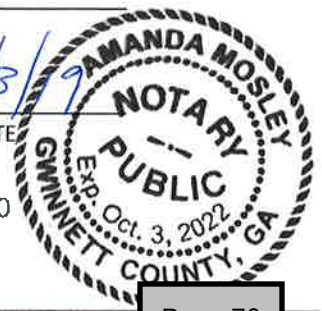
SAMUEL A. MARTIN III

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

Amanda Mosley 10/3/19



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# LAWRENCEVILLE

## GEORGIA

### SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION                                                                                                                                                                                  | PROPERTY OWNER INFORMATION*  |
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| ZONING DISTRICT(S): BG ACREAGE: +/-                                                                                                                                                                    |                              |
| PARCEL NUMBER(S): Multiple--see attached                                                                                                                                                               |                              |
| ADDRESS OF PROPERTY: Buford Drive (SR 20) @ University Parkway (SR 316)                                                                                                                                |                              |
| PROPOSED SPECIAL USE: High-Rise Development                                                                                                                                                            |                              |

\_\_\_\_\_  
SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney  
TYPED OR PRINTED NAME

\_\_\_\_\_  
NOTARY PUBLIC DATE

\_\_\_\_\_  
SIGNATURE OF OWNER DATE

DILL MORTON, AS EXECUTOR  
TYPED OR PRINTED NAME

\_\_\_\_\_  
NOTARY PUBLIC DATE

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# LAWRENCEVILLE

## GEORGIA

### SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION                                                                                                                                                                                  | PROPERTY OWNER INFORMATION*  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
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| PHONE: 770 232 0000                                                                                                                                                                                    | PHONE: _____                 |
| CONTACT PERSON: Shane Lanham PHONE: 770 232 0000                                                                                                                                                       |                              |
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| ZONING DISTRICT(S): BG ACREAGE: +/-                                                                                                                                                                    |                              |
| PARCEL NUMBER(S): Multiple--see attached                                                                                                                                                               |                              |
| ADDRESS OF PROPERTY: Buford Drive (SR 20) @ University Parkway (SR 316)                                                                                                                                |                              |
| PROPOSED SPECIAL USE: High-Rise Development                                                                                                                                                            |                              |

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney  
TYPED OR PRINTED NAME

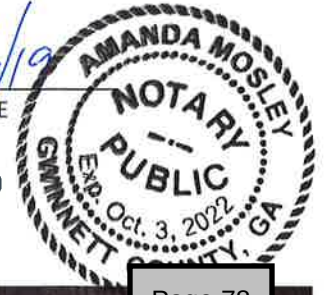
NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

Bill MARTIN, AS EXECUTOR  
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Amanda Mosley 10/3/19



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# LAWRENCEVILLE

## GEORGIA

### SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION                                                                                                                                                                                  | PROPERTY OWNER INFORMATION*  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|
| NAME: The Residential Group c/o Mahaffey Pickens Tucker, LLP                                                                                                                                           | NAME: Multiple--see attached |
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| PHONE: 770 232 0000                                                                                                                                                                                    | PHONE: _____                 |
| CONTACT PERSON: Shane Lanham PHONE: 770 232 0000                                                                                                                                                       |                              |
| CONTACT'S E-MAIL: slanham@mptlawfirm.com                                                                                                                                                               |                              |
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| ZONING DISTRICT(S): BG ACREAGE: +/-                                                                                                                                                                    |                              |
| PARCEL NUMBER(S): Multiple--see attached                                                                                                                                                               |                              |
| ADDRESS OF PROPERTY: Buford Drive (SR 20) @ University Parkway (SR 316)                                                                                                                                |                              |
| PROPOSED SPECIAL USE: High-Rise Development                                                                                                                                                            |                              |

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney  
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

BILLY MARTIN, AZ REGISTERED AGENT  
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

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**PROPERTY OWNER LIST**

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

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

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

\*Of Counsel

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

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

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

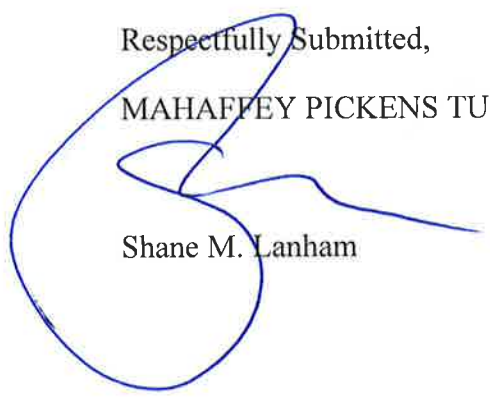
The proposed residential component of the development would comprise approximately 18.0 acres of the Property and would be focused around an expansive amenity area with approximately 361 units spread across five buildings. The balance of the Property would be reserved for commercial development pursuant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

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

This 4th day of October, 2019.

Respectfully Submitted,

MAHAFFEY PICKENS TUCKER, LLP



Shane M. Lanham

## Legal Description

### Tract 1

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

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

## Legal Description

### Tract 2

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

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

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



# NOTES:

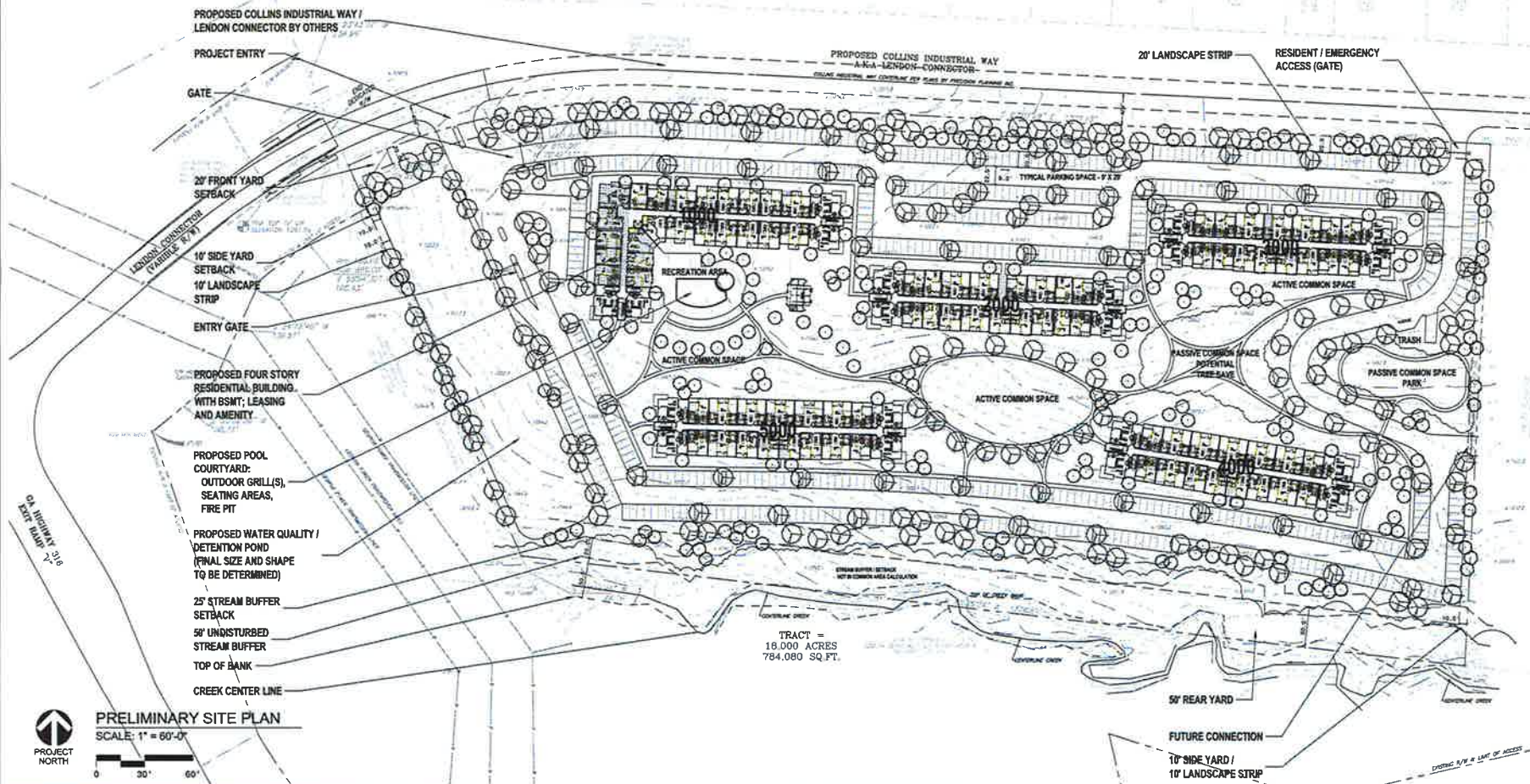
1. PROPERTY TO BE ANNEXED FROM GWINNETT COUNTY TO THE CITY OF LAWRENCEVILLE.
2. ZONING TO BE DETERMINED WITH SPECIAL USE APPLICATION.
3. ALL CALCULATIONS ARE APPROXIMATE AND BASED ON THIS PRELIMINARY SITE PLAN.
4. ALL BUILDINGS ARE 3 STORY W/ BASEMENT.
5. LANDSCAPE / HARDSCAPE SHOWN IS CONCEPTUAL: DESIGN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

## SITE DATA

| design standard       | provided                          | notes                                                                                                                      |
|-----------------------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| Site Area             | 18.0 ac                           | 784,084 SF                                                                                                                 |
| No. Units             | 363 units                         |                                                                                                                            |
|                       | studio / 1 bedroom units          | 208 units                                                                                                                  |
|                       | 2 bedroom units                   | 153 units                                                                                                                  |
| Parking               | 514 sp                            | 1.47 sp/du 1sp/bedroom                                                                                                     |
| Density (sp)          | 28.01 du/ac                       |                                                                                                                            |
| Building Coverage     | 278,079 SF                        | 35%                                                                                                                        |
| Total Building Area   | 335,069 SF                        |                                                                                                                            |
|                       | residential                       | 327,968 SF                                                                                                                 |
|                       | loading, club room, fitness, etc. | 7,100 SF                                                                                                                   |
| Fr. Setback           | 25'                               |                                                                                                                            |
| Side Setback          | 10'                               |                                                                                                                            |
| Rear Setback          | 50'                               |                                                                                                                            |
| Bldg Height           | 55'                               | from curb at front of bldg to main peak of roof on same side of 3 story w/ basement bldg                                   |
| Stream Buffer         | 50'                               | undisturbed                                                                                                                |
| Stream Buffer Setback | 25'                               | disturbed / revegetated                                                                                                    |
| Total Common Area     | 157,800 SF                        | common area calculations are approximate, based on the conceptual plan. Does not include stream buffers or detention area. |
|                       | passive (tree cover)              | 30,800 SF                                                                                                                  |
|                       | active                            | 113,200 SF                                                                                                                 |
|                       | recreation area                   | 13,800 SF                                                                                                                  |



Vicinity Map (NTS)



Developer Contact:  
Ruri Alexander  
The Residential Group  
7100 Peachtree University Rd NE  
Atlanta, GA 30328  
678-444-1544

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

RESIDENTIAL  
GROUP

studio  
ARCHITECTS

OWNER: TRG

DATE: 10/3/2019

PROJECT:

PRELIMINARY  
SITE PLAN

DATE:

Preliminary Site Plan  
October 3, 2019

STATUS:

DESIGNED: APPROVED:

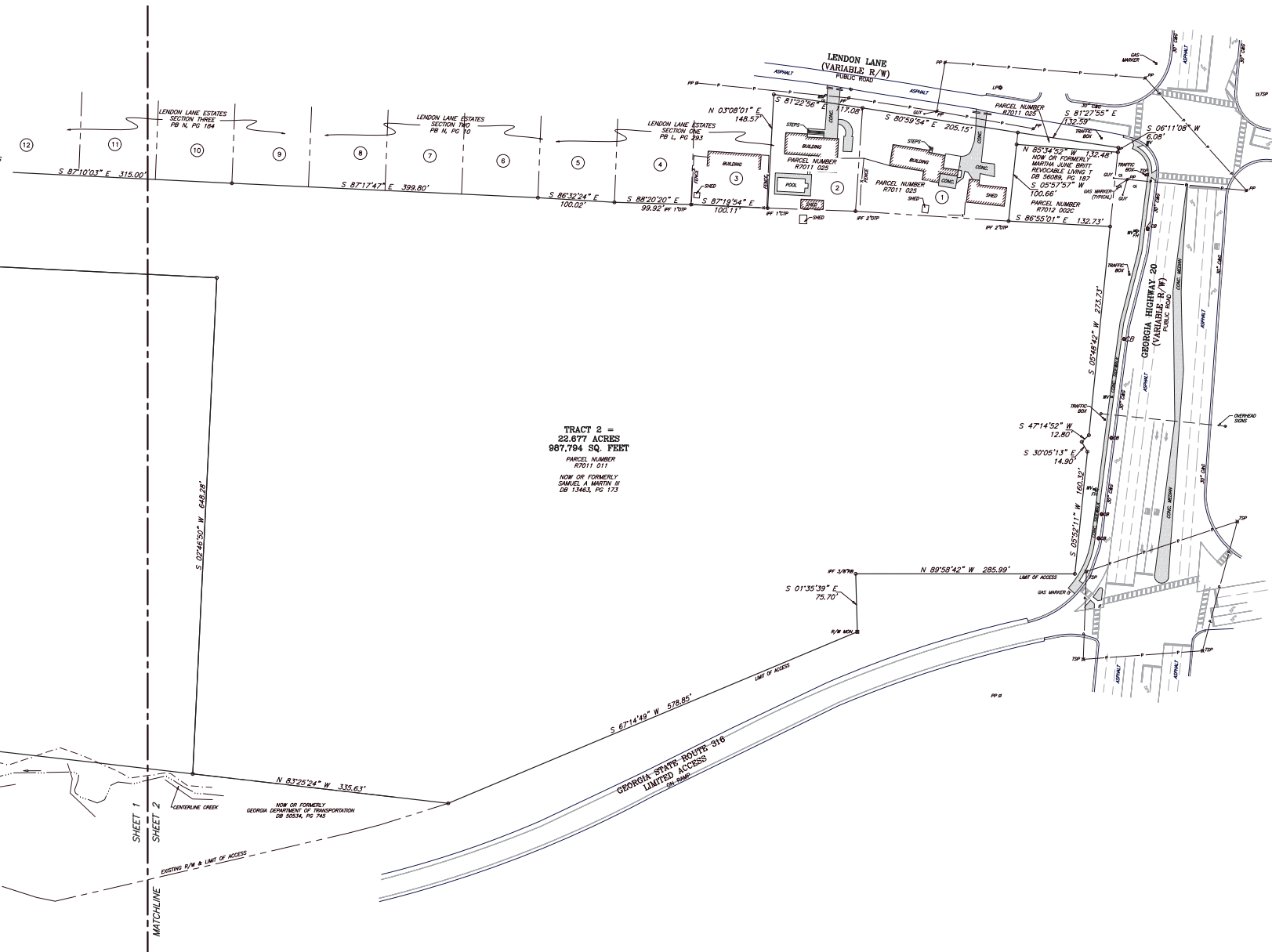
PROJECT NO:  
19-154

DATE:

psp.01











The City of Lawrenceville  
Planning & Development

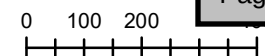
**Aerial Map and  
Surrounding Area**  
File # RZC2019-00010  
& SUP2019-00022

**Applicant: The Residential  
Group c/o Mahaffey, Pickens,  
Tucker, LLP**

**Address: Buford Drive and  
University Parkway**

**Legend**

-  Subject Properties
-  Roads





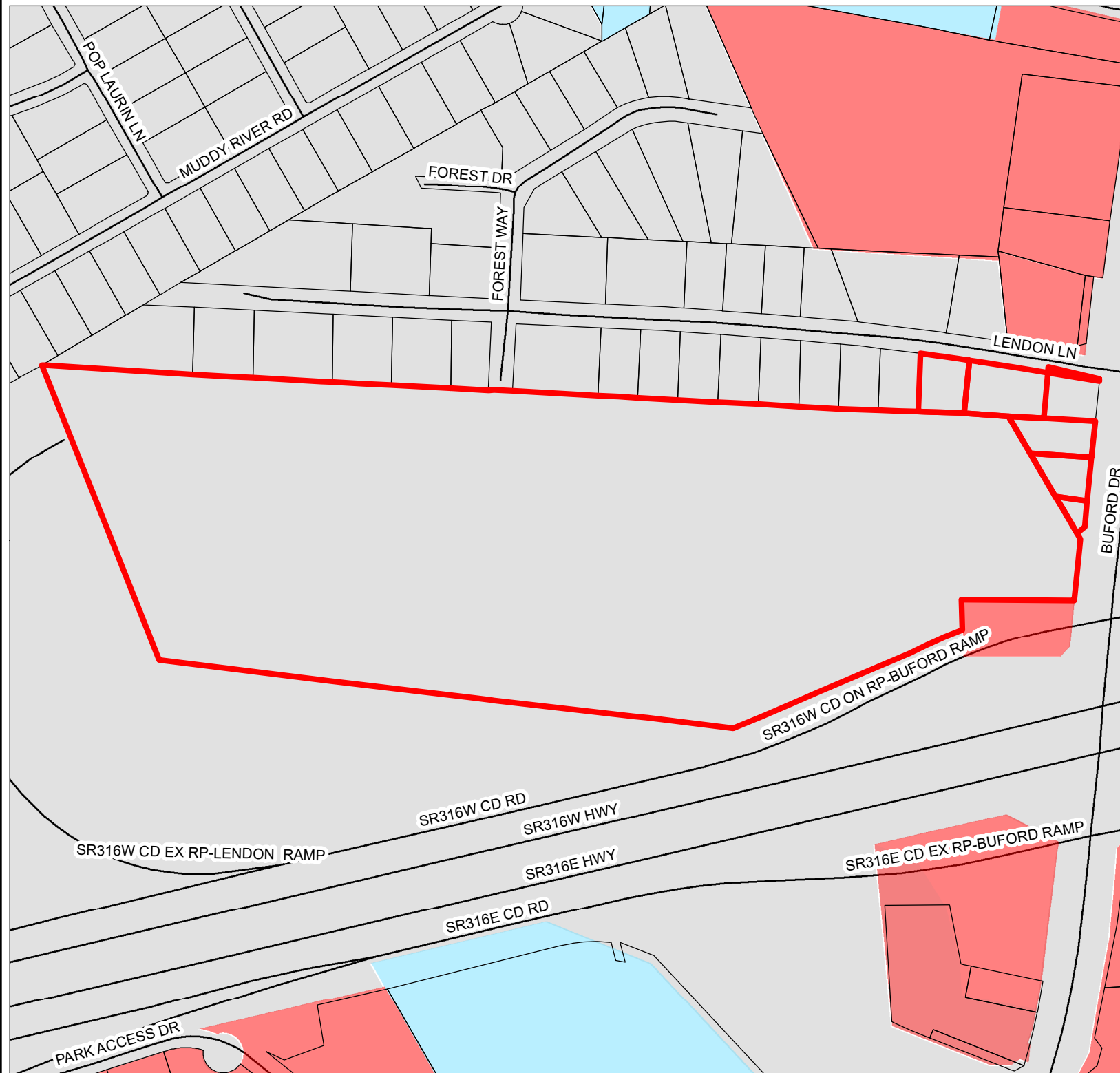
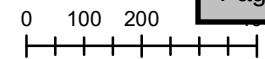


The City of Lawrenceville  
Planning & Development  
**Location Map and  
Surrounding Zoning**  
File # RZC2019-00010  
& SUP2019-00022  
Applicant: The Residential  
Group c/o Mahaffey, Pickens,  
Tucker, LLP

**Address: Buford Drive and  
University Parkway**

### Legend

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





# LAWRENCEVILLE

## GEORGIA

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

**Item:** SUP2019-00020; 323 East Crogan; Bryan Mathews

**Department:** Planning and Development

**Date of Meeting:** Wednesday, December 11, 2019

**Applicant Request:** Special Events Facility

**Presented By:** Todd Hargrave

**Department Recommendation:** Approval with Conditions

**Planning Commission Recommendation:** Approval with staff's conditions

---

**Summary:** The applicant is requesting a Special Use Permit to allow a Special Events Facility as part of a proposed commercial retail development.

**Attachments/Exhibits:**

SUP2019-00020 Report

SUP2019-00020 Attachments

Code of Ordinance Section 4-71 (a)(2), Special Events Facility Regulation

# CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT SPECIAL USE PERMIT REPORT

|                             |                         |
|-----------------------------|-------------------------|
| <b>CASE NUMBER</b>          | <b>SUP2019-00020</b>    |
| <b>APPLICANT</b>            | WILLIAM B. MATHEWS      |
| <b>CONTACT</b>              | BRYAN MATHEWS           |
| <b>PHONE NUMBER</b>         | 404.308.5669            |
| <b>ZONING CHANGE</b>        | -                       |
| <b>LOCATION</b>             | 323 EAST CROGAN STREET  |
| <b>PARCEL ID</b>            | R5178 032               |
| <b>ACREAGE</b>              | 1.69                    |
| <b>PROPOSED DEVELOPMENT</b> | SPECIAL EVENTS FACILITY |

## **DEPARTMENT RECOMMENDATION APPROVAL WITH CONDITIONS**

**ZONING HISTORY:** The property has been zoned BG (General Business District) since 1985.

### **PROJECT DATA:**

The applicant is requesting a Special Use Permit to allow a Special Events Facility as part of a proposed commercial retail development. The property is a 1.69-acre parcel, zoned BG (General Business District), located along the southern right-of-way of East Crogan Street, just east of Stanley Court. The property is undeveloped and consists of a single vacant structure and wooded areas.

The applicant is proposing to construct a commercial building with an upper and lower level, associated driveways and parking. The proposed development would include a grocery store, restaurant, and various retail uses. The proposed Special Events Facility would be located on the lower level, providing services for wedding receptions, seminars, holiday events, and business meetings. Stairwells, elevators and lift platforms for access to the lower level are proposed as part of this development. Access to the property would be provided via a proposed curb-cut along East Crogan Street. All associated parking would be located in front of the building.

The 2040 Comprehensive Plan and Future Development Map indicate the property is within the Neighborhood Mixed Use Character Area. Policies for this area are intended to provide walkability and services for nearby existing residential uses. Therefore, the proposed Special

Use Permit may result in a development and use considered consistent with the intent of the 2040 Comprehensive Plan.

In conclusion, the requested Special Use Permit for a Special Events Facility, at a proposed commercial development, may provide a center for local services, providing walkable connectivity, for nearby residential uses along the East Crogan Street corridor. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.



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

No comment.

**ELECTRIC DEPARTMENT**

Three-phase and single-phase electric power is available at this location.

The customer will be required to pay a contribution-in-aid-to construction for the electric material and installation.

The cost will be determined once the transformer size is identified.

**GAS DEPARTMENT**

The gas department currently has a gas main in front of this location on the right-of-way that has ample capacity to serve the mentioned project. If gas is needed the applicant will need to fill out a tap application on the gas department's section of the City's website and give gas load requirements for sizing of equipment. There may be costs associated with this, depending on load size.

**WATER DEPARTMENT**

The City has 12-inch ductile iron water main on East Crogan Street. Water may be supplied.

**DAMAGE PREVENTION DEPARTMENT**

It is the applicant's responsibility to ensure that all existing underground utilities within the limits of the work are located prior to any excavation activities. The Georgia Utility Facility Protection Act (GUFPA) mandates that before starting any mechanized digging or excavation work, you must contact Georgia 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any similar work – even on private property.

**CODE ENFORCEMENT**

From 2016 to 2018, nine Notice of Violations were issued for multiple violations, which includes; abandoned vehicles commercial signage, outdoor storage, parking-related issues, trash and debris, and yard sales.

**PLANNING AND DEVELOPMENT DEPARTMENT  
RECOMMENDED CONDITIONS**

SUP2019-00020:

Approval of Special Use Permit for a Special Events Facility subject to the following conditions:

1. The property shall be developed in general accordance with the submitted site plan, dated September 9, 2019, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
2. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
3. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
4. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
5. Outdoor storage shall be prohibited.
6. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
7. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

### ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

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



# LAWRENCEVILLE

## GEORGIA

21.

### SPECIAL USE PERMIT APPLICATION

| APPLICANT INFORMATION                                                                                                                                                                                  | PROPERTY OWNER INFORMATION*             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| NAME: <u>William Bryan Mathews</u>                                                                                                                                                                     | NAME: <u>Rigoberto Garcia</u>           |
| ADDRESS: <u>P.O. Box 702</u>                                                                                                                                                                           | ADDRESS: <u>276 E. Crogan Street</u>    |
| CITY: <u>Lawrenceville</u>                                                                                                                                                                             | CITY: <u>Lawrenceville</u>              |
| STATE: <u>Georgia</u> ZIP: <u>30046</u>                                                                                                                                                                | STATE: <u>Georgia</u> ZIP: <u>30046</u> |
| PHONE: <u>404-308-5669</u>                                                                                                                                                                             | PHONE: <u>678-812-9306</u>              |
| CONTACT PERSON: <u>Bryan Mathews</u> PHONE: <u>404-308-5669</u>                                                                                                                                        |                                         |
| CONTACT'S E-MAIL: <u>bryan.mathews_fma@charter.net</u>                                                                                                                                                 |                                         |
| * If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees. |                                         |
| ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>1.69 Acres</u>                                                                                                                                               |                                         |
| PARCEL NUMBER(S): <u>5-178-032</u>                                                                                                                                                                     |                                         |
| ADDRESS OF PROPERTY: <u>323 East Crogan Street, Lawrenceville, Georgia 30046</u>                                                                                                                       |                                         |
| PROPOSED SPECIAL USE: <u>Assembly Hall</u>                                                                                                                                                             |                                         |



William Bryan Mathews 6/11/2019  
SIGNATURE OF APPLICANT DATE  
\_\_\_\_\_  
TYPED OR PRINTED NAME  
Gay Betty Bradley 6/11/19  
NOTARY PUBLIC DATE  
Gay Betty Bradley

Rigoberto Garcia 6-11-19  
SIGNATURE OF OWNER DATE  
\_\_\_\_\_  
TYPED OR PRINTED NAME



Gay Betty Bradley 6/11/19  
NOTARY PUBLIC DATE  
Gay Betty Bradley

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

Friday, September 06, 2019

## **SUP Letter of Intent**

Subject Property  
323 East Crogan Street  
Lawrenceville GA 30046

Owner  
Rigoberto Garcia  
El Arcoiris Restaurant  
276 East Crogan Street, Suite 102  
Lawrenceville Georgia 30046  
770-963-2335

Project Description / Proposed Development  
Main Floor - Commercial Retail + Restaurant + Grocery Store  
Lower Level - Event Hall + Private Storage  
Two Story Commercial Building  
Restaurant, Grocery Store and Commercial Retail Lease Spaces on the Main Level  
Event Hall on the Lower Level  
Tax Parcel # 5178 032  
Surveyed Area 1.69-Acres  
Zoning BG

The subject SUP Application is to Request Approval from the City of Lawrenceville to allow for an Event Hall Use that would apply to part of the lower level of the proposed Two-Story Commercial Building.

The Event Hall would be a private assembly space operated by the owner of El Arcoiris Mexican Restaurant. Said Restaurant will be located on the main floor above the Event Hall + Storage Area on the Lower Level. Private assembly functions such as weddings receptions, seminars, holiday events, business meetings, etc. will be the purpose of the Event Hall.

Parking and access to the lower level Event Hall and Storage Area will be provided from the main level through stairs and elevators. All parking will be on the main level parking lot out in front of the building. There will be a limited access service drive down to the lower level which is located on the east side of the proposed building. The service drive will be limited to cars, and small and medium size delivery box trucks and for utility service vehicles.

The Main Level of the building will have a 10-ft wide pedestrian service platform attached to the back of the building. The service platform will provide pedestrian service access to the main floor spaces that will have back doors that open onto the service platform. There will be stairwells, elevators and lift platforms for access to the lower level on the outside of the building.

Proposed Floor Area Breakdown  
Total Gross Building Area = 29,195-sf  
The Gross Main Floor Building Area = 15,660-sf  
The Gross Lower Level Building Area = 13,535-sf  
The Net Lower Level Event Hall Net Area = 6,150-sf  
The Net Lower Level Storage Area = 7,250-sf

# Ringo Abernathy & Associates

21.

The development will be served by City of Lawrenceville Utilities for Gas and Water. Sanitary Sewer will be tied onto Gwinnett County Sewer which is located out in front of the site within the R/W of East Crogan Street.

We hereby refer to our survey and proposed site plan for the subject Commercial Development project.

If any further information is needed for the subject SUP Application, please don't hesitate to contact me.

Thank you kindly for your help and consideration.

Respectfully yours,  
Bryan

Bryan Mathews  
Cell 404-308-5669  
Email bryan.mathews\_fma@charter.net  
Project Manager  
Ringo Abernathy & Associates  
174 Dacula Road  
Dacula, GA 30019  
770-962-5456

Cc Rigoberto Garcia  
Guy Abernathy, P.E.  
Kevin Ringo, R.L.S.



Legal Description

21.

All that tract or parcel of land lying and being in Land Lots 178 & 179, 5th District, Gwinnett County, Georgia. Being more particularly described as follows.

To find the True Point of Beginning; Commence at the Point formed by the intersection of the Southerly R/W line of East Crogan Street with the Land Lot Line Between Land Lots 175 and 178. From the True Point of Beginning proceed in a clockwise direction through the following Metes and Bounds.

Proceed Thence N35d42'46.6829"E, 27.55' to a point.

Thence along an Arc to the left 173.44' to a point; said Arc having a Radius of 6,744.76' and being subtended by a Chord bearing of N 35d55'15.7847" E with a Chord Distance of 173.44' to a point.

Thence S70°44'51"E, 145.08' to a point.

Thence S45°31'44"E, 190.95' to a point.

Thence S60°30'09"W, 306.25' to a point.

Thence S59°32'54"W, 25.11' to a point.

Thence N29d26'0.0705"W, 209.32' to a point and back to the Point of Beginning.

Said Parcel Contains 1.69-Acres

Parcel # 5178 032

1.69-Acres

323 East Crogan Street

Lawrenceville, Georgia 30046







The City of Lawrenceville  
Planning & Development  
**Aerial Map and  
Surrounding Area**  
File # SUP2019-00020

**Applicant: William Matthews**

**Legend**

-  Subject Property
-  Roads
-  Parcels







The City of Lawrenceville  
Planning & Development

Location Map and  
Surrounding Zoning  
File # SUP2019-00020

**Applicant: William Matthews**

**Legend**

 Subject Property

 Roads

 Parcels

**ZONING**

 BG

 OI

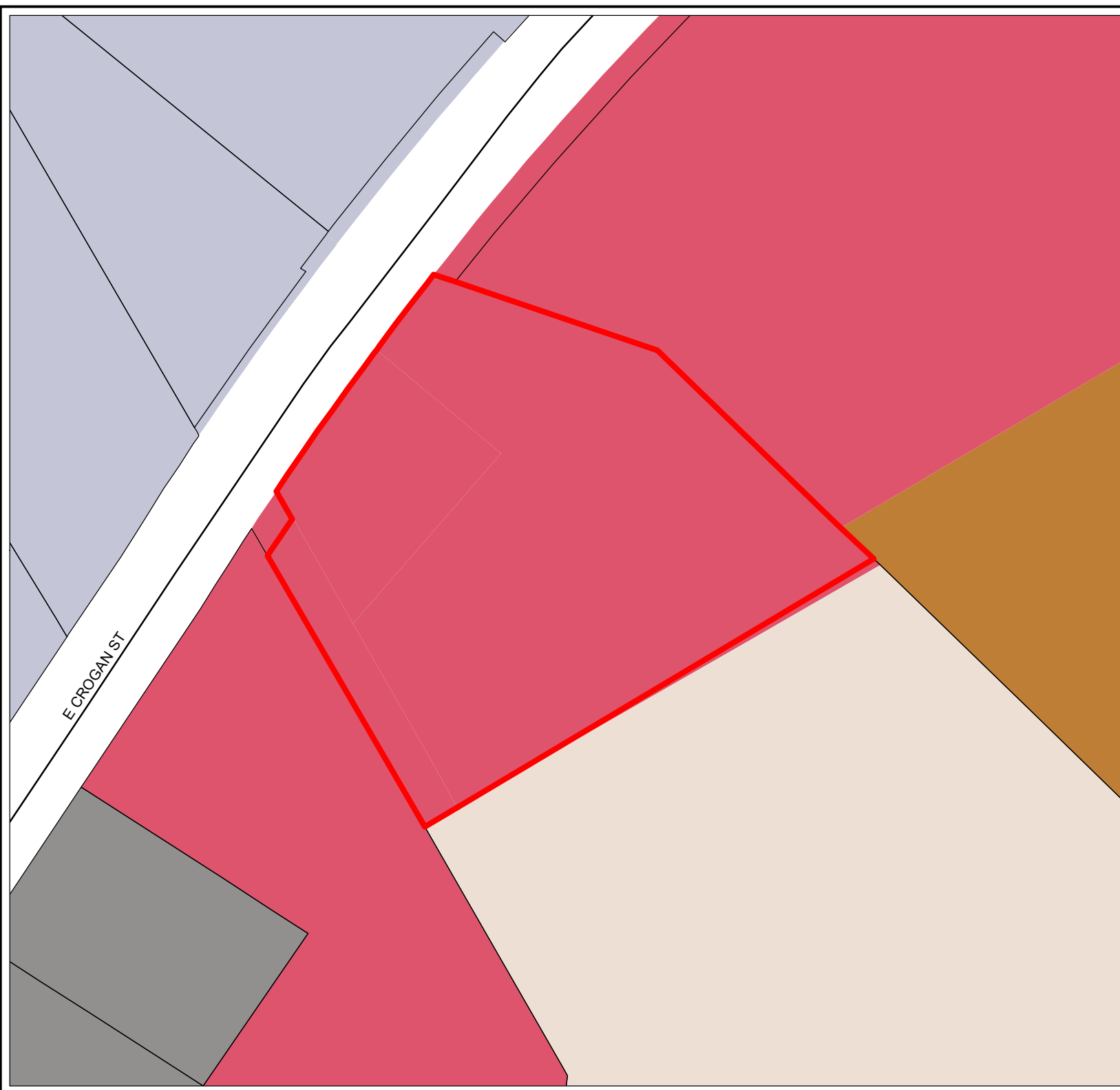
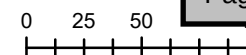
 LM

 RM-12

 RM-M



Page 102



**Sec. 4-71. - Special use permit minimum requirements.**

(a) The following are minimum special use permit requirements for the exemptions set forth in [section 4-70\(b\)\(3\)](#) and (4).

(1) The applicant shall be required to provide adequate security officers for the event as established by the Mayor and Council at the expense of the applicant. Security officers used to comply with this section shall be off-duty police officers or sheriff's deputies from Gwinnett County or one of its municipalities.

(2) A special use permit for an indoor special event facility shall only be granted to facilities in the downtown overlay district.

(3) A separate event administrative application and permit shall be required for any party leasing the indoor special event facility and contracting with a licensed caterer as provided by [section 4-144](#).



# LAWRENCEVILLE

## GEORGIA

22.

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: OLD BUSINESS

|                          |                                                                        |
|--------------------------|------------------------------------------------------------------------|
| <b>Item:</b>             | Heritage Trail Medallion Committee Recommendations                     |
| <b>Department:</b>       | Communications                                                         |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                           |
| <b>Fiscal Impact:</b>    | \$ 0                                                                   |
| <b>Presented By:</b>     | Lisa Sherman                                                           |
| <b>Action Requested:</b> | Consider and approve the list of names and time frame for installation |

---

**Summary:** Lisa Sherman will present the Heritage Trail Medallion Committee's list of recommendations for medallion recipients and proposed timeline of installation.

**Fiscal Impact:** No cost to report as the first three will need to be funded through a budget adjustment FY2020 budget. A funding source and budget for FY2021 and FY2022 installations will need to be identified during this year's budget process as well.

**Attachments/Exhibits:**

Proposed Heritage Trail Medallion list from Heritage Trail Committee



## **Bill and Betty Atkinson (one medallion)**

### **Bill Atkinson**

The first trailblazer award was given at the Gwinnett County Bi-Centennial Celebration to Gwinnett native Bill Atkinson, who served as Gwinnett County Board of Commissioners Chairman from 1973 to 1976. Chairman Charlotte Nash said during the awards ceremony, “He helped lay the foundation for the future Gwinnett and was noted for introducing modern management practices to the County organization. Any one of the accomplishments during his time as chairman would have been a major step forward in transforming Gwinnett into a leading-edge government, but all of them together are truly remarkable.” Gwinnett County will rename the Gwinnett County Animal Shelter in his honor. The Animal Control function was initiated while Atkinson was county chairman.

Bill was a Lawrenceville City Councilman 1970-1972. Gwinnett Commission Chair 1973-1976, during that time Bill was known for his forward thinking. Gwinnett was still rural, but he and a few other notable Gwinnett County men, saw that urbanization was coming. He instituted plans for better roads in Gwinnett, and better utility systems for the county. These were not all completed during his term, but were put into the plans for the future. Bill worked at GM, primarily in a supervisory role, until his retirement. But his real love was farming. His family owned a great deal of property along Atkinson Road, which was named for them. Even after urbanization crept in there, he has owned and operated a cattle farming operation in the Dacula area. Bill served as the Chairperson of the Livestock Division of the Gwinnett County Fair Association. There he was able to continue his lifelong passion of encouraging young people to go into farming. For the last several years, he has served as the overall chair of the fair association. He is an active member of the Lawrenceville Presbyterian Church, and a member of Senior Leadership Gwinnett and Engage Gwinnett.

He and his wife Betty have four children, three of their children still live in the area.

### **Betty Atkinson**

Betty is a long-time resident of Lawrenceville, having moved to Gwinnett County upon marrying a native of the area. She attended Berry College and is a graduate of Oglethorpe University. She is retired from a career that spanned many years with the Georgia Department of Labor. She held positions which included: Vocational Counselor, Marketing Representative, and Director of Employment Services and Job Training. She worked closely with county and state agencies in the coordination of job placement programs. Betty has always been an active presence in her community. She has taught in Gwinnett County Public Schools, has been an active member of local PTAs, and was a charter member of the Lawrenceville Junior Women’s Club. She is a 2001 graduate of Senior Leadership Gwinnett. She has served as Chair of the Steering Committee of Senior Leadership and currently serves on their Board of Trustees. She has served on the Board of Directors for the Hudgens Center for the Arts. Betty has a passion for travel and a love of books. She is a member of several local book clubs. She has been an active member of Gwinnett Friends of the Library. She was appointed to the Gwinnett County Public Library

Board of Trustees in 2011 by the Gwinnett County Commission Board and has served as Vice Chair of the Library Board since 2012. She has been instrumental in helping form a Gwinnett County Library Foundation. She volunteers with numerous community organizations. Betty and her husband, Bill, are proud parents of four children and three grandchildren. They reside in Lawrenceville and are active members of the Lawrenceville Presbyterian Church.

### **Frances Brown and Laura Brown (Mother and Daughter – one medallion)**

#### **Frances Brown**

Alice Frances Echols Brown was born at the home of her parents, Matilda Clay Echols and Josh Echols. Josh and Matilda lived in an area between Lawrenceville and Grayson Georgia. Growing up in the 1920's placed a hardship on the Echols household and Alice Frances had to drop out of school when she finished fourth grade. Frances, as she was called, went to work to help support the family after her father received a serious head injury, which lead to his premature death.

In 1932 Frances married Roy Brown and they raised four children. Frances was very committed to raising her children and she took special interest in the rearing of her grandchildren. She attended PTA meetings at Hooper-Renwick School where each of her children attended and graduated. She also spearheaded committees to help meet the needs of the faculty and students of Hooper-Renwick. Frances gave matriarchal support to her grandchildren who were enrolled in Lawrenceville elementary, middle and high schools. She attended their PTA meetings and parent conferences. Frances was also a devoted member of Pleasant Hill Baptist Church where she served on the usher board and was a Sunday school teacher.

From childhood throughout her entire adult life Frances lived on Honeysuckle Avenue in Lawrenceville. Frances, along with other Honeysuckle residents, attended Lawrenceville City Council Meetings to petition for street lights to be placed in the community and for the community dirt roads to be paved. Most of Frances' adult years in life were spent volunteering in the Lawrenceville and Gwinnett County Areas.

In November 1976, Frances Brown was a delegate from Gwinnett County, among 400 Georgia American Cancer Society volunteers, invited to an honors reception at the Georgia Governor's Mansion by Governor and Mrs. George Busbee. In October 1978, Frances was again honored and received a plaque for being an American Cancer Society volunteer.

In August of 1985, Frances Brown was honored by the board of directors of Economic Opportunity Atlanta with a certificate of appreciation in recognition of 21 years of outstanding service. Frances Brown represented the Gwinnett County Neighborhood Service Center.

Alice Frances Echols Brown died on her 91st. birthday, August 11, 2010. She is remembered by family and friends as a person who was dedicated to volunteering and helping others.

### **Laura Brown**

Laura Mae Brown Smith was born August 29, 1935 at her grandmother's home on Honeysuckle Avenue, in Lawrenceville, Georgia. Her parents, Roy Brown and Alice Frances Echols Brown lived in the house with Frances' mother, Matilda Clay Echols. Laura was the second of Frances' and Roy's four children. Laura's parents moved their family out of her grandmother's house into their own residence, two houses down the road from Miss Matilda in the Honeysuckle community.

Laura received her education, from first grade to graduation, at Hooper-Renwick School. Upon entering Hooper-Renwick High School, Laura became a member of the high school chorus and girls' basketball team. Laura's 1954 Hooper-Renwick graduating class (nine students) published the school's first yearbook, "The Eagle." Laura was treasurer for her senior class and secretary for Hooper-Renwick's Eagle News Paper. The 1954 Eagle Class Prophecy stated that Laura would operate a beauty salon. Laura fulfilled that prophecy by attending Apex Beauty College in Atlanta, Georgia.

Laura was among, if not the first, black licensed beauticians in the Lawrenceville African American community. She was always a self-employed business operator. Laura was known throughout the Lawrenceville and Gwinnett County black communities as "Miss Laura." Laura was married to Richard Smith for just eight short months before he died after suffering a massive stroke.

Laura's "trade", as she called it, was to fix black women's hair. Her "trade" reached well beyond just fixing hair. Laura was one of the most generous persons you could ever meet. She was a person who listened when people needed to talk. She always found the "good" in people and she offered them encouragement. Laura always placed upon herself the role 'to serve'. She served as an usher at Pleasant Hill Baptist Church she also sang in the choir and worked as a server in the church kitchen. Laura served the people in her community by cooking and feeding those in need. In later years, Laura retired from her one and only profession to care for her mother and brother. She will always be known as "Miss Laura", a sweet, caring, giving and loving person.

Laura Brown fixed and prepared over 90,000 heads!

### **Alma Peevy Frazier**

Alma Peevy Frazier was one of eleven children and her family lived in Gwinnett County. She and her husband had six children, five of whom became adults and graduated from Lawrenceville High School. The family lived on McDaniel Street (renamed Northdale Road) for many years and in 1936 they moved to Sassafras Alley to be near downtown Lawrenceville. Alma thought she was so lucky to live near the courthouse and near the stores she petitioned the city council to rename Sassafras Alley to Luckie Street and they did. Alma worked in the general merchandise store that she and her husband bought into and she established a florist business of her own.

She was active in the Lawrenceville Garden Club, the Eastern Star, and a member of the Lawrenceville First Baptist Church. She was unwavering in her praise for Lawrenceville and the school on the hill. For many years Alma donated fresh flowers to decorate the stage at graduation. Mrs. Frazier did not have much formal education and she was not rich in material goods but she was educated in the things that matter. She touched the hearts of people and was rich in the friends that she made in Lawrenceville.

### **Ruby Wilburn Neal**

Ms. Ruby Wilburn Neal, a native Gwinnettian and former Lawrenceville resident on Honeysuckle Lane, was born in 1935 in Dacula GA to Clyde Wilburn and Artilea Dye Wilburn. She is the second of twelve children. Her father was a share cropper and mother a housewife. She is the maternal great great granddaughter of a slave named Matilda Hood who was bought by John Hood in Virginia and taken to Dacula Georgia to work in the house and fields of John Hood.

Her great grandfather, who was one of the sons of Matilda Hood, was named John Wesley Hood and his wife, Lizzie Treadwell Hood lived in the Sims House located on the Sims Plantation in Dacula. Later, the name changed to the Elisha Winn House as it is known today. Ms. Ruby visited the Sims House as a child and her maternal great grandparents moved to live with her family in 1942.

Ms. Ruby is the mother of 4 children and 13 grandchildren and 2 great grandchildren. She is well-known and respected as an elder and historian in Gwinnett's African-American Community in Gwinnett County. She is a 1956 alumnus of Hooper-Renwick, the historic African-American school located in the heart of Lawrenceville and Gwinnett County. A founding member of the Hooper-Renwick Legacy Preservation Committee, Ms. Ruby is a known historian of the school, having preserved several artifacts and documents that commemorate its notable significance to local and regional African-American history.

She has dedicated her life to God, her family and service to the community. She is a member of Salem Missionary Baptist Church and her family's home church is Applacahee Baptist Church in Dacula (now known as Christ the King). Ms. Ruby's community service involves activities such as volunteering with Hi Hope Service Center, AID Gwinnett, Boys and Girls Club, and her church to name a few.

She is the founder of the Robbie Susan Moore Foundation for Education and has been a member of the United Ebony Society since 1985.

### **Jess (J.J.) Baggett**

Jesse Jackson Baggett was born 26 March 1886 near Haynes Creek Church, died in January 1965. He was one of nine children of Wylie Jackson Baggett, a Civil War veteran, and Vilinda Jane Brand.

Jesse Jackson married Eve Emmiline O'Kelley in 1915. They moved to Lawrenceville from Conyers, Georgia in 1917 to start a Buick auto agency. In 1925 he formed the J. J. Baggett Oil Company in which he was active until the time of his death. He was also a Chevrolet dealer in Lawrenceville from 1926-1955.

Active in local and state politics he was a Georgia State Senator in 1932, Lawrenceville City Councilman for two terms in the 1920s, and again in the 1930s and 1940s. He was Mayor of Lawrenceville from 1937-38. In 1936 he was a delegate to two Democratic National conventions in Philadelphia and again a delegate in 1944 to the Democratic National Convention in Chicago.

Jesse was appointed by Governor Ellis Arnold to serve on the Franklin D. Roosevelt Memorial Commission at Warm Springs, Georgia and was instrumental in preserving FDR's cottage there and opening the museum in his memory. He was on the commission that was responsible for the purchase of Jekyll Island for the State of Georgia.

He was on the board of directors of the First National Bank of Lawrenceville and also served as vice-president and chairman of the board. He was one of the original founders, first president and chairman of the board of the Gwinnett Federal Savings and Loan Association.

He was a Mason, a Shriner, and elder in the Lawrenceville Presbyterian Church.

### **Tim Summerour, Jr.**

Timothy Summerour, Jr. (T. S.) was born April 22, 1932 to the late Timothy Summerour, Sr. and Nellie B. Haygood Summerour in Lawrenceville, Georgia. He graduated from the only Black high school in Gwinnett County, Renwick High School in 1951. Timothy Summerour attended Ft. Valley State University for one year before he was drafted into the United States Army where he served during the Korean Conflict. He was honorably discharged in 1955.

Following his honorable service, he attended trade school and became a Master Barber with the intent of serving the black community in Lawrenceville and Gwinnett County, GA. He opened his own barber shop on Carver Circle. He operated the barbershop for over 40 years. In addition to serving as a barber, he also worked full time at General Motors, Chevrolet Parts Division in Doraville, Georgia. He later retired after 31 years. Following retirement, he continued to serve the community. The barbershop became a meeting place for blacks to discuss the issues of the day. Timothy Summerour, Jr. stepped forward and volunteered to attend a rally in Cumming, Georgia marching for equal rights for all Americans.

In addition to serving the community, Timothy Summerour, Jr. faithfully served our Lord. He became a deacon at the Pleasant Hill Baptist Church, Lawrenceville, Ga at an early age and served as Chairman of the Deacons for sixteen years. His service did not stop with the deacons. He was a member of the Male Chorus, Men's Ministry, the J. J. Grogan Gospel Choir, Seniors on the Move and Kingdom Builders.

Timothy Summerour, Jr. was instrumental in the stewardship drive and in management of the new building construction at 797 Moon Road. His community service extended to other organizations. He was a member of the Enterprise Mason Lodge #467 and the Loving Aid Society.

Timothy Summerour, Jr was a gentle spirit who spoke encouragement to all. However, he was not afraid to step forward as an instrument of change in the community and abroad. Timothy Summerour, Jr and his wife, Wilma Ruth Summerour agreed, at the appeal of the city council, to send their four children (Vivian, Douglas, Yvette and Victor) as the first blacks to integrate the Lawrenceville schools.

Timothy Summerour, Jr. was a vital part of the Lawrenceville community. He was well known by those in government, the church and his community. He created pathways in areas where none previously existed. He worked to build bridges instead of tearing them down. He believed in consensus and those beliefs helped shape Lawrenceville and Gwinnett County.

### **Marion Allison Webb**

Marion was born at her mother's home place in Nacoochee Valley, Georgia, at what is now called the Stovall House and Inn. She grew up less than a block from the courthouse square in Lawrenceville, Georgia where she played, went to school, worked and worshipped throughout her youth. She attended Lawrenceville High School, played on the basketball team and graduated in 1945 as her class salutatorian. Marion graduated from Wesleyan College in Macon, Georgia in 1949 with degrees in English and Journalism. After graduation, Marion's father Attorney Marvin Allison awarded her the editorship of the weekly legal organ of the county, the Lawrenceville News-Herald. At her young age, she was committed to creating city and county unity, and she used her newspaper as her voice to "get things started and to engage the community". Mr. Allison had purchased the Lawrenceville News-Herald in 1941, then in 1944 purchased the Gwinnett Journal and consolidated it into the News-Herald. After Mr. Allison's death in 1959, his widow and Marion, now Mrs. Jones Webb, became the publishers. The two sold the weekly to Robert Fowler in 1964 and in 1965 the News-Herald became Gwinnett Daily News. Though Marion was no longer the part owner of a newspaper, she remained engaged in Georgia Press Association activities as well as being a long time member of the National Newspaper Association.



One of her first priorities was improving the Lawrenceville square, and she obtained the city's first street signs in 1949. She was also involved in the Georgia Power "Better Hometown" contest which she used to help support the efforts to beautify and modernize Lawrenceville. In 1950, when she realized the teenagers of Lawrenceville had no place to gather for fun, she organized a teen canteen for them.

In what became a lifelong mission, Webb promoted the fight against cancer after her father died of kidney and bone cancer in 1959. Part of that effort was getting the Georgia division of the American Cancer Society to establish a board of directors and open an office in Lawrenceville to serve Gwinnett residents.

In 1972, Marion was diagnosed with breast cancer found by a mammogram, which at that time was "not a household word". Immediately, her life's passion became telling others about mammography as a means to detect early breast cancer. She even wrote an article printed in the Atlanta Constitution from her bed, as she recovered from a double mastectomy. In 1975, Marion organized and chaired the first "American Cancer Society Crusaders Ball Against Cancer", the first fundraiser in Gwinnett County. After that, millions of dollars were raised for the fight against cancer in Gwinnett County. Her spirit of volunteerism strengthened her ability to give back both time and resources in the fight against breast cancer. Not a day passed after her surgery that she didn't ask women she met, "Have you had your mammogram?"

In 2001 "The Marion Allison Webb Center for Mammography Screening" was established through the Gwinnett Hospital System Foundation and it focused on cutting down its waiting time from 70 days to just a few. Saving lives was of the utmost importance to Marion.

Beyond the American Cancer Society, Webb was honored in 2005 by the Women's Legacy of United Way for her involvement, commitment and leadership in the community. She was a charter member of the Gwinnett Arts Council, the County Seat Players, and the Gwinnett Choral Guild. Over her lifetime, Marion was involved in many other service oriented activities both local and state. She served as an active member of Lawrenceville First United Methodist Church as soloist, choir director, and youth leader. She helped to lay the groundwork for many local organizations, such as The Gwinnett Council for the Arts, the County Seat Players, and the Gwinnett Choral Guild. She also served on the Georgia Council for the Arts and the Atlanta Opera board for many years.

The Gwinnett County Commissioners declared November 4, 2004 Marion Allison Webb Day in Gwinnett and Lawrenceville.

The legacy of Marion Allison Webb will be one of strong community involvement, a vision for her community, dependability, a love and devotion to her church, family and friends, and making sure the residents of Gwinnett County have the necessary screening and education to

[Page | 7 – Proposed list of Heritage Trail nominees from the Heritage Trail Medallion Committee](#)

battle cancer. She was a Renaissance Woman with a passion to serve others and to make her community a better place to live.

### **Annette Williams Tucker and Hubert Tucker, Sr. (one medallion)**

#### **Annette Williams Tucker**

Annette Tucker graduated valedictorian of her class at Lawrenceville High School. She attended Agnes Scott College, the University of Georgia, and received a BS in Pharmacy from the Southern College of Pharmacy. She was the first female pharmacist hired by Rich's Department Store in Atlanta. She married Hubert Tucker in 1941 and after his service in the Army, she co-owned and operated Williams Drug Store, on Crogan Street, for 20 years serving as the store pharmacist helping to meet the needs of the community. She was an inspiration to young girls due to her professional life and her volunteer hours in community service.

She was very active in civic affairs in both Gwinnett County and Lawrenceville her entire life. She served as President of the Business and Professional Women's Club, President of the Lawrenceville Garden Club, a Charter Member and President of the Gwinnett Historical Society (which she assisted in creating in 1968), Chairman of the Gwinnett County United Way, and 20 years serving as a member of the Metropolitan United Way Board. While serving as Chairman of the Gwinnett County Restoration and Preservation Board (which she helped create) she supervised the restoration of the Gwinnett Historic Courthouse and the Female Seminary Building on Perry Street (the Lawrenceville Female Seminary was originally built as a finishing school for the girls living in the area). She was a member of the United Daughters of the Confederacy and the Daughters of the American Revolution. She was also a member of First Baptist Church of Lawrenceville and the TEL Sunday School Class. In addition she served as PTA President at Central Gwinnett High School and was instrumental in starting the Miss Central Pageant.

She was a wonderful wife, mother, grandmother, and great-grandmother and cared deeply for her family. She loved Lawrenceville and was always proud to call it home. She only lived away from Lawrenceville when her husband was in the Army in Texas and when he was President of Habersham College.

#### **Hubert Tucker, Sr.**

Hubert Tucker was born in Royston, Georgia to Bertsie and Guy Tucker. He graduated from Royston High School as Valedictorian. He attended Oglethorpe University and played football there. Later, he attended the University of Georgia, but had to leave school a few credits short of a degree to look after his ailing mother.

In 1939, he married Annette Williams of Lawrenceville. He served in the United States Army stationed in Texas. After completing his army tour, he operated and co-owned with Annette, Williams Drug Company where she served as the pharmacist.

After retiring from the Drug Store, he worked for the Georgia Department of Education Manpower Development and Training Program overseeing programs in Buford, Gainesville, and Athens.

After retiring from the state, he operated Tucker's Gifts in Lawrenceville in the rear building of the Drug Store until the age of 90. Also, at the age of 90, he graduated from the UGA Terry School of Business, since he had completed the remaining units while in the Army.

He was a Deacon in the First Baptist Church of Lawrenceville and a lifetime member of the Lawrenceville Kiwanis Club. He served on the Gwinnett County Hospital Authority when the first hospital in Lawrenceville was built. It was Button Gwinnett on Scenic Highway.

He died in October, 2006 at the age of 97.

He and Annette had one son, Dr. Hubert Tucker, Jr, a dentist in Lawrenceville.

### **William Reese, Sr.**

Will Reese Sr. spent his adult life serving Gwinnett county African American citizens. He was dedicated to helping people. Church, family and work were very important to Will Sr. He was a member of Pleasant Hill Baptist Church, Father of eight biological children and three stepchildren. Will Reese Sr. married Lena Hayes- Harris in 1949, the mother of three stepchildren and five of the eight biological children.

In the early 1900s schools for black children stopped at seventh grade level - high school was not an option. Full of dreams and ambition, Will Reese Sr. quit school and joined the American workforce with little more than a 7th grade education. Will in his attempt to take on work that would give him a marketable trade skill, is hired as Funeral Director with F.Q. Sammons Sr. Funeral Home. He is determined to make things happen. He works hard with F. Q. Sammons Sr. Funeral home, quickly becoming a licensed Funeral Director. His license number 695 was one of the lowest in the state of Georgia truly a crowning accomplishment for someone of his generation.

Will and Lena weathered humble beginnings, raising a big family together to becoming business owners of Reese's Cafe. Both shared a fascination with recreation and entertainment, as exemplified by their joint venture. Mostly, Reese's Cafe was known for providing the best food and entertainment in

Gwin net County. The musical line up at Reese's Cafe it included a young up and coming entertainer James Brown and his band The Flames, fans at Reese's Cafe were amazed as guests.

In 1949 Will Reese Sr. began working for Wages Funeral Home. Will had a variety of duties including digging graves. He oversaw all Funerals for African Americans in Gwinnett County.

Clothed with such responsibilities and duties Will was respected throughout Gwinnet County, for his professionalism and attention to detail.

His work ethic was unsurpassed, from 1949 -1971 Will Sr. missed only one day from work. Will leaves a legacy behind galvanized in hard work, mental fortitude and grit. He was the oldest African American licensed Funeral Director in Gwinnett County. Will Reese Sr. succeeded against all odds. He never considered himself a retired person. He worked until his health began to fail in 1975.

### **Dora P. Gunter**

Dora Perkerson Gunter was born in Greenville, Georgia, and moved to Lawrenceville in 1933 after earning a Home Economics degree from UGA. Arriving by train with a suitcase containing only one other dress she interviewed for the position of Home Demonstration Agent for the Extension Service. She was hired on the spot!

Dora, a Master 4-H'er herself, traveled around the Gwinnett County working with 4-H Programs and Home Demonstration Clubs.

She boarded with Mr. and Mrs. Fayette Sims, Sr. in Lawrenceville later moving to the Lawrenceville Hotel where she resided until she married Roy M. Gunter, Sr. between Sunday School and Church in November 1943 at Lawrenceville First Methodist. This was during WWII and Roy was in the United States Army. They had three children: Gail, Gloria, and Roy Morris Jr. They moved into their first home at 286 Culver Street in May 1946.

Dora started Lawrenceville's school lunch program, up on "The Hill" in 1952. When the new Central Gwinnett School opened she became cafeteria manager for both lunchrooms. When they built the Lawrenceville Primary School, they didn't initially have a kitchen there. Students were bused up the street from the Primary School to Central Gwinnett HS for their meal.

At one time, the Lawrenceville High Band, which later became the Central Gwinnett Band, had no uniforms. She began to figure a way to raise some money for the uniforms and "Band Sunday Dinner" was born. Each Sunday for several months, meals were prepared at the high school cafeteria and served to the public. After several months enough money was raised to buy the uniforms.

She worked as cafeteria manager until the death of her 15 year old son in July 1964. Then she took a position with Atlanta City Schools supervising 34 area school lunch programs.

Dora prepared and served the Annual Gwinnett Chamber of Commerce Banquets at Central Gwinnett for several years when the Chamber was getting started.

From 1933 until her death Dora was an active member at Lawrenceville First United Methodist Church in various roles. From being on the board to serving the church's youth three meals a day during Camp Meeting Week at Lawrenceville Campground every summer for a week. Dora was recognized for her energy, laughter, yeast rolls, and brownies.

With Rev. Bill Childers she helped start the Wednesday night suppers at Lawrenceville First United Methodist Church and the VSP monthly meals for church seniors. She continued to prepare and serve meals for the VSP program until her late 80's.

For 69 years, Dora, affectionately known as Doe-Doe, certainly put down Deep roots of love for Lawrenceville and was a role model for young women.

### **Robbie Susan Moore and Eron Moore (one medallion)**

Robbie Susan and Eron Moore, Jr. were trail blazing community activists. Robbie was originally from Winder, GA where she graduated from Glenwood High School in 1960. Eron was a native of Lawrenceville, GA and graduated from Hooper-Renwick High School in 1956. The two married on December 25, 1962 and lived in Lawrenceville until each of their deaths, Robbie in 2008 and Eron in 2016.

They were devoted parents to two sons and loving grandparents to three grandsons.

Individually and together, Robbie and Eron made significant contributions to the communities of Lawrenceville and Gwinnett County. They were the "first" African Americans in many of their roles and achievements. Together, Robbie and Eron were co-founders of the United Ebony Society of Gwinnett County, Inc., an organization established to help build a stronger community that embraced the diversity of Gwinnett County. Over the years, at various times, they both served as President of the organization.

Robbie had a long history of community involvement. She worked many years as a deputy voter registrar and was one of the first black poll managers in Gwinnett County. She was a member of the League of Women Voters and served on the boards of several organizations, including the United Way, the Gwinnett County Board of Education Human Relations Council and the Lawrenceville Housing Authority.

Robbie won numerous awards for her service over the years. She was also very involved in her church, Hope and Life Fellowship Church.

In 2009, the Gwinnett County Board of Education named Moore Middle School in Robbie's honor.

Eron had a lifelong commitment to improving his community through service, educating and empowering the public by getting them involved in school, community and political events. He served as mentor and exemplar to many in Gwinnett County.

Eron was an active member of Christ the King Church for over 60 years. He was also a Mason; a founding member of the Gwinnett County UNCF Committee; the NAACP; the GCPS Human Relations Committee; and a founding member of the Gwinnett County Girls Club, which later become the Boys and Girls Club of America.

Eron was the first African-American to serve on the City of Lawrenceville Zoning Board of Appeals, where he eventually served as Chairman; and the first African-American appointed to the Planning Commission for Gwinnett County. In addition, he served as a Gwinnett County Jury Commissioner.

### **Major William E. Simmons**

William Eleazar Simmons was born 1839 in Lawrenceville, Georgia. He graduated from Emory College at Oxford, Georgia in 1858. After graduation, he returned home to pursue a career in law. His father had established a newspaper, named the Lawrenceville News and made gave it to his son. William became the editor and publisher at the age of nineteen; his dream of becoming a lawyer would have to wait a while.

In March of 1861, he volunteered for the first company of infantry that was organized in Gwinnett County, and was elected a 2nd Lieutenant. Major Simmons first served in Company I, 16th Regiment, Georgia Infantry and later commanded Company C, 3rd Battalion of Georgia Sharpshooters, Confederate States Army.

Simmons participated in approximately 20 battles with the Army of Northern Virginia including Yorktown, Lee's Mill, Seven Days Battle, Malvern Hill, South Mountain, Antietam, Fredricksburg, Chancellorsville, the Wilderness, Second Manassas, Gettysburg, the Knoxville Siege, Spotsylvania, and Cold Harbor.

Major Simmons was never wounded but was captured on August 16, 1864 near Front Royal, Virginia. He was first sent to the Old Capitol Prison in Washington, D.C. then after a week he was transferred to the Fort Delaware Prison which is called the 'Andersonville of the North'. He refused to take the oath as long as there was a Confederate Army in the field, despite the threat of hanging. He was released in July of 1865. In August of 1865 the Federal Government struck the 'Freely and Voluntary' phrase in the oath. He then took the oath.

After the war he studied law and was admitted to the bar in March of 1867. He was elected Solicitor General six weeks later. He married Mary Ambrose on December 16, 1869, both lived to celebrate their sixtieth wedding anniversary.



William was active in Georgia politics. In 1870, he was elected to the Georgia General Assembly. In 1894 Governor W.Y. Atkinson appointed Simmons to serve on the State University Board of Regents, where he remained until 1926, serving the University of Georgia for 32 years, and the Georgia Institute of Technology for 16 years. In 1919, the University of Georgia awarded him an honorary degree of Doctor of Law by Chancellor David Barrow.

In 1894 the Major built his beautiful Victorian home. This home still stands on the North East corner of Pike and Clayton streets. On October 26, 2008 a historic marker was dedicated at his home in downtown Lawrenceville that reflected Williams E. Simmons's accomplishments during his life.

He died in January of 1931 at the age of 91.



# LAWRENCEVILLE

## GEORGIA

23.

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

|                          |                                                                                                                                                   |
|--------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Resolution to Approve Authorized Officials and Voting Delegates to Electric Cities of Georgia, Inc.                                               |
| <b>Department:</b>       | Electric                                                                                                                                          |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                                                                                                      |
| <b>Fiscal Impact:</b>    | None                                                                                                                                              |
| <b>Presented By:</b>     | Rick Baldwin                                                                                                                                      |
| <b>Action Requested:</b> | Approve the resolution to appoint the authorized officials and voting delegates for the City of Lawrenceville to Electric Cities of Georgia, Inc. |

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**Summary:** Annual appointment of authorized officials and voting delegates for Electric Cities of Georgia, Inc.

**Attachments/Exhibits:**

Resolution  
ECG 2019 Authorized Officials

## RESOLUTION \_\_\_\_\_

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

**WHEREAS**, the City of Lawrenceville wishes to approve the authorized official to communicate the decisions of the City and approve the voting delegate to represent the City; and

**WHEREAS**, the authorized official is approved with authority to complete service confirmation forms, nomination forms for the Board of Directors of ECG, submit ballots for the election of the Board of Directors of ECG, and enter into any contracts on behalf of the city; and

**WHEREAS**, the voting delegate is approved with the authority to cast all votes to which the City is entitled,

**NOW, THEREFORE, BE IT RESOLVED**, the City Council of the City of Lawrenceville hereby appoints the Electric Department Director to serve as the voting delegate, the City Manager to serve as the Authorized Official and the Assistant City Manager of Public Works to serve as the alternate Authorized Official and alternate voting delegate.

**IT IS SO RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

\_\_\_\_\_  
Judy Jordan Johnson, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

|                          |                                                                                                                     |
|--------------------------|---------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Ordinance Amendment for Temporary Electric Service Rates                                                            |
| <b>Department:</b>       | Electric                                                                                                            |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                                                                        |
| <b>Fiscal Impact:</b>    | Revenue Increase                                                                                                    |
| <b>Presented By:</b>     | Rick Baldwin                                                                                                        |
| <b>Action Requested:</b> | Approve an ordinance amendment to adopt new temporary electric service rates to become effective on January 1, 2020 |

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**Summary:** Discussion to update Temporary Electric Rates that have not been updated since 1993. This will come back as an ordinance if Council approves the increase.

**Fiscal Impact:** No expenditures, minor revenue increase.

**Attachments/Exhibits:**

Ordinance for temporary electric service rates 2020  
Temporary Electric Service Council Packet  
Lawrenceville Temp Elec Rates 1993-current

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE TO AMEND TEMPORARY ELECTRIC SERVICE RATES AND FEES FOR THE CITY OF  
LAWRENCEVILLE, GEORGIA**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the following rates and fees for temporary electric service are hereby adopted and shall become effective on January 1, 2020.

**AVAILABILITY:**

All qualified customers in the City of Lawrenceville's electric service area.

**APPLICABILITY:**

Applicable to all electric service during construction when service is temporary and/or seasonal in nature.

**MONTHLY RATE:**

|                |   |                  |
|----------------|---|------------------|
| Service Charge |   | \$40.00          |
| All kWh Usage  | @ | \$0.1350 per kWh |

**POWER COST ADJUSTMENT:**

The bill calculated at the above rates will be charged the current power cost adjustment.

**TERMS OF PAYMENT:**

If the account is not paid by the due date, a late fee in the amount specified in the City of Lawrenceville Ordinances will be added to the account. Further failure to pay a bill will subject the customer to disconnection and/or disconnection charges specified in the City of Lawrenceville Ordinances.

**MINIMUM MONTHLY CHARGES:**

The minimum monthly charge will be the Service Charge.

**IT IS SO ORDAINED**, this 11<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Mayor Judy Jordan Johnson

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk

# Temporary Electric Service Rate Review

24.

- Rate has not been updated since 1993
- This is the electric rate for temporary construction power and/or seasonal usage
- Change monthly Service Charge
  - Current - \$19.95
  - Proposed - \$40.00
    - Covers connect/disconnect of service yet still encourages development
  - JEMC
    - currently \$39 service charge for single phase and \$65 for three phase
    - charges \$130.00 connect/disconnect fee
  - GPC
    - currently \$18 service charge
    - charges actual cost for connect/disconnect fee
- Change per kWh rates
  - Current cost per kWh
    - \$0.1297 per kWh for first 3,000 kWh
    - \$0.1185 per kWh over 3,000 kwh
  - Proposed cost per kWh
    - \$0.1350 per kWh
    - Remove tiers since most usage is less than 3,000 kWh
  - JEMC cost per kWh – \$0.1361 for first 15,000 kWh
  - GPC cost per kWh - \$0.10321 (+ fees) for usage over 25 kWh



"Exhibit A"

Page 1 of 1

**City of Lawrenceville  
Schedule TS-20  
Temporary Service**

**AVAILABILITY:**

All qualified customers in the City of Lawrenceville's electric service area.

**APPLICABILITY:**

Applicable to all electric service during construction when service is temporary and/or seasonal in nature.

**MONTHLY RATE:**

|                |   |                  |
|----------------|---|------------------|
| Service Charge |   | \$40.00          |
| All kWh Usage  | @ | \$0.1350 per kWh |

**POWER COST ADJUSTMENT:**

The bill calculated at the above rates will be charged the current power cost adjustment.

**TERMS OF PAYMENT:**

If the account is not paid by the due date, a late fee in the amount specified in the City of Lawrenceville Ordinances will be added to the account. Further failure to pay a bill will subject the customer to disconnection and/or disconnection charges specified in the City of Lawrenceville Ordinances.

**MINIMUM MONTHLY CHARGES:**

The minimum monthly charge will be the Service Charge.

Effective January 1, 2020

Temp Mtn Rates

24.

CITY OF LAWRENCEVILLE

TEMPORARY SERVICE RATE  
Schedule TS-3

AVAILABILITY:

Throughout the City of Lawrenceville's service area from existing lines of adequate capacity.

APPLICABILITY:

To all electric service utilized during construction and recurring seasonal patterns of service.

MONTHLY RATE:

|                   |                 |
|-------------------|-----------------|
| Minimum Charge    | \$19.95         |
| First 3,000 KWH @ | ,12,97¢ per KWH |
| Over 3,000 KWH @  | ,11,85¢ per KWH |

No PCA Charge on Temp  
No charge for DMO on Temp

Adopted November 23, 1993

Effective December 1, 1993



# Temporary Electric Service Rate Review

- Rate has not been updated since 1993
- This is the electric rate for temporary construction power and/or seasonal usage
- Change monthly Service Charge
  - Current - \$19.95
  - Proposed - \$40.00
    - Covers connect/disconnect of service yet still encourages development
    - JEMC
      - currently \$39 service charge for single phase and \$65 for three phase
      - charges \$130.00 connection fee
    - GPC
      - currently \$18 service charge
      - charges actual cost for connection fee



# Temporary Electric Service Rate Review

- **Change per kWh rates**
  - **Current cost per kWh**
    - \$0.1297 per kWh for first 3,000 kWh
    - \$0.1185 per kWh over 3,000 kwh
  - **JEMC cost per kWh – \$0.1361 for first 15,000 kWh**
  - **GPC cost per kWh - \$0.10321 (+ fees) for usage over 25 kWh**
  - **Proposed cost per kWh**
    - \$0.1350 per kWh
    - Remove tiers since most usage is less than 3,000 kWh



# QUESTIONS?





# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

|                          |                                                                   |
|--------------------------|-------------------------------------------------------------------|
| <b>Item:</b>             | Ordinance Amendment to Update Residential Electric Rates          |
| <b>Department:</b>       | Electric                                                          |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                      |
| <b>Fiscal Impact:</b>    | Revenue Increase                                                  |
| <b>Presented By:</b>     | Rick Baldwin                                                      |
| <b>Action Requested:</b> | Approve the ordinance amendment to the residential electric rates |

---

**Summary:** Discussion to update Residential Electric Rates.

**Fiscal Impact:** No expenditures, revenue increase - \$839,535.00 in 2020, \$1,235,037.00 in 2021, \$1,630,539.00 in 2022.

**Attachments/Exhibits:**

Ordinance for Residential Electric Rates  
2020 Electric Rates Council Packet  
2020 Electric Rate Update Presentation

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND RESIDENTIAL ELECTRIC RATES AND FEES FOR THE CITY OF  
LAWRENCEVILLE, GEORGIA**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the following rates and fees for residential electric service are hereby adopted and shall become effective for all meter-reading dates on or after January 1, 2020.

AVAILABILITY:

All qualified customers in the City of Lawrenceville's electric service area.

APPLICABILITY:

Applicable to all electric service during construction when service is temporary and/or seasonal in nature.

MONTHLY RATE:

A. Monthly service charge

- 2020 - \$17.00
- 2021 - \$20.00
- 2022 - \$23.00

B. Non-summer residential rate will be charged from November – April as follows:

- 0-650 kWh – \$0.0740 per kWh
- 651 – 1000 kWh – \$0.0725 per kWh
- > 1000 kWh – \$0.0705 per kWh

C. Summer residential rate will be charged from May – October as follows:

- 0-650 kWh – \$0.0790 per kWh
- 651 – 1000 kWh – \$0.1025 per kWh
- >1000 kWh – \$0.1135 per kWh

POWER COST ADJUSTMENT:

The bill calculated at the above rates will be charged the current power cost adjustment.

TERMS OF PAYMENT:

If the account is not paid by the due date, a late fee in the amount specified in the City of Lawrenceville Ordinances will be added to the account. Further failure to pay a bill will subject

the customer to disconnection and/or disconnection charges specified in the City of Lawrenceville Ordinances.

MINIMUM MONTHLY CHARGES:

The minimum monthly charge will be the Service Charge

**IT IS SO ORDAINED**, this 11<sup>th</sup> day of December, 2019.

---

Mayor Judy Jordan Johnson

Attest:

---

Karen Pierce, City Clerk

- Last reviewed in 2017
- Increased cost of doing business requires an increase in electric rates
  - \$1.4 million increase in operating costs in 2020
    - Benefits and personal services
    - Cost of supplies
    - MEAG requirements for environmental upgrades; fixed costs
  - We design to have enough capacity to cover peak energy demand requirements
    - One or two days per year, even though remainder of year energy demand is lower
  - Electric rates include fixed and variable costs
    - Service Charge incremental step increase moves to recover fixed costs
    - Still allows for customers to use conservation measures to reduce costs

## Residential

- Compare current residential rates to current GPC, JEMC, and state average electric rates
  - Service Charge
  - Non-Summer Rate
  - Summer Rate
- Currently ~9,300 Residential Electric Customers
- Propose Increasing Electric Rates \$0.0015 per kWh
  - No proposed increase for Residential use < 650 kWh
- Propose Changing Monthly Service Charge
  - Proposed Increase \$3 in 2020, from \$14 to \$17
    - JEMC currently \$22, GPC proposed to \$14.90
  - Proposed Increase \$3 in 2021, from \$17 to \$20
    - JEMC currently \$22, GPC proposed to \$16.95
  - Proposed Increase \$3 in 2022, From \$20 to \$23
    - JEMC Currently \$22, GPC proposed to \$17.95

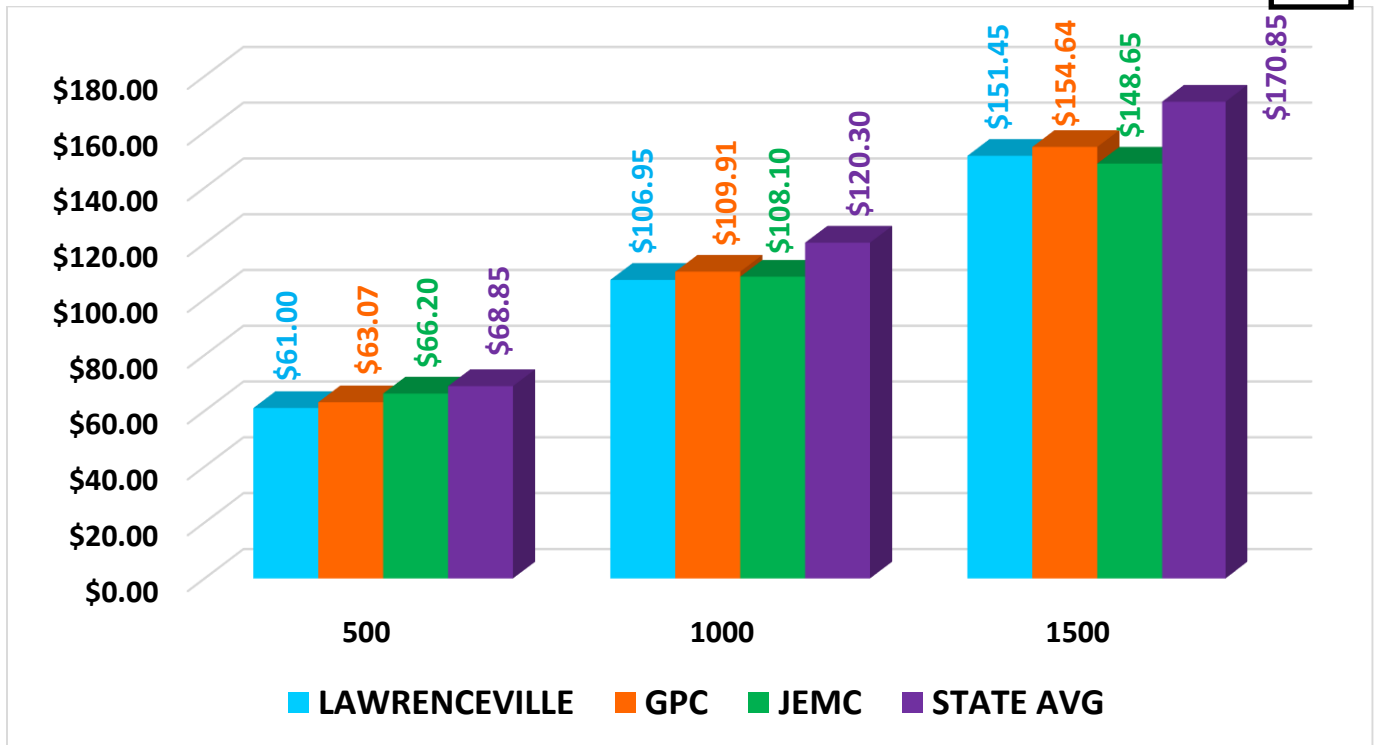
## Commercial

25.

- **Currently ~1,670 Commercial Electric Customers**
- **Propose Increasing Electric Rates \$0.0015 per kWh**
- **Propose Changing Monthly Service Charge**
  - **Proposed Increase**
    - **\$3 in 2020**
    - **\$3 in 2021**
    - **\$3 in 2022**
- **Four Commercial Electric Rate Service Charges**
  - **Commercial Non-Demand - \$18 to \$21 to \$24 to \$27**
    - **JEMC currently \$39, GPC currently \$18**
  - **Commercial Small Power - \$18 to \$21 to \$24 to \$27**
    - **JEMC currently \$65, GPC currently \$19**
  - **Commercial Medium Power - \$30 to \$33 to \$36 to \$39**
    - **JEMC currently \$65, GPC currently \$19**
  - **Commercial Large Power - \$50 to \$53 to \$56 to \$59**
    - **JEMC currently \$65, GPC currently \$21**

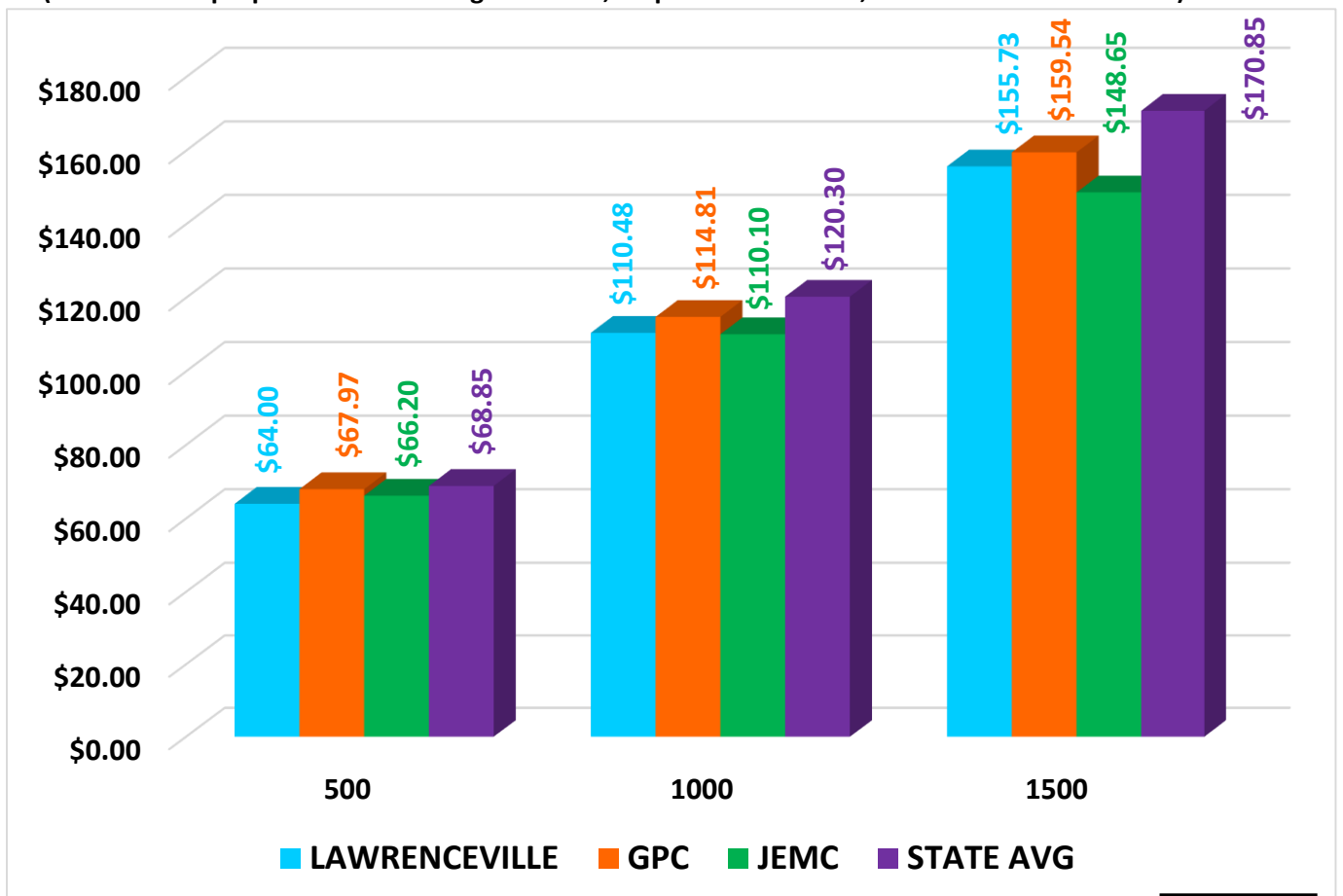
## CURRENT RESIDENTIAL ELECTRIC RATES – NON SUMMER

25.



## PROPOSED 2020 RESIDENTIAL ELECTRIC RATES - NON SUMMER

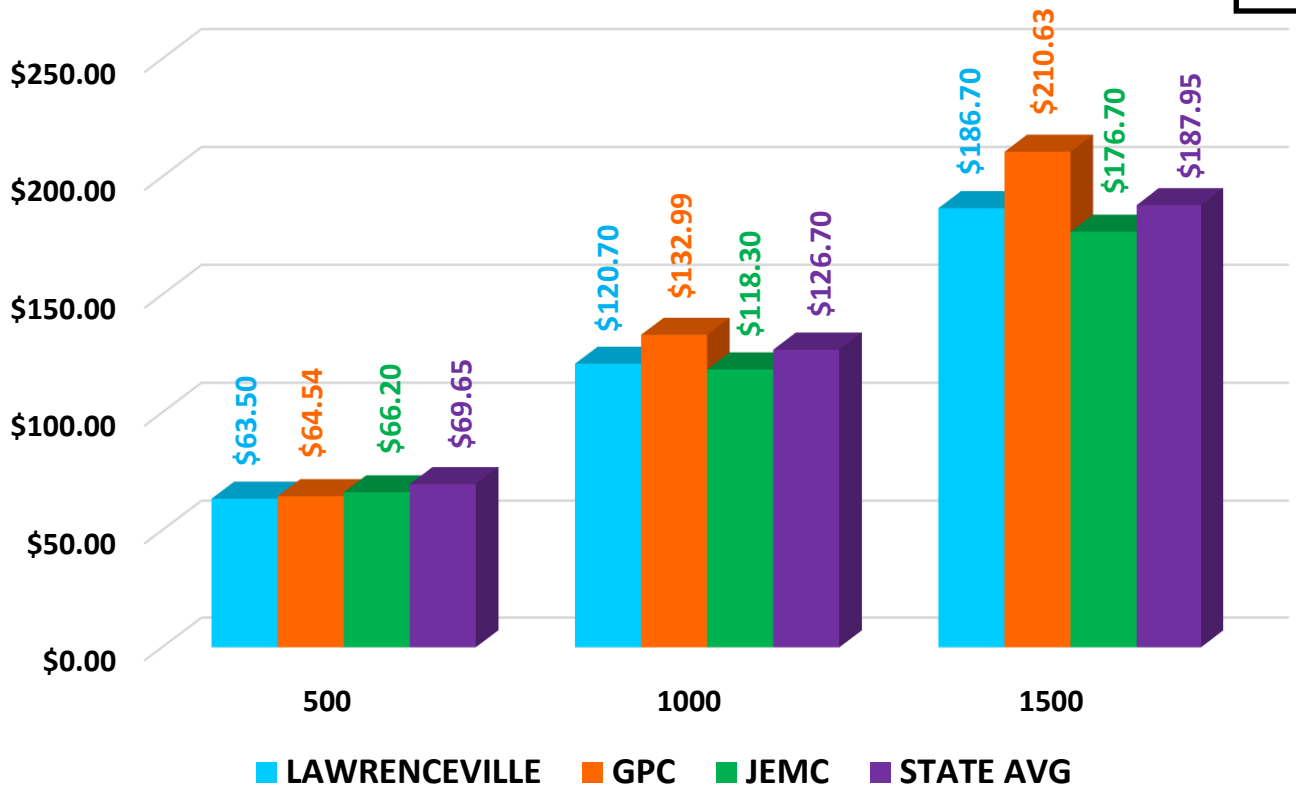
(Includes GPC proposed service charge increase, no per kWh increase, no JEMC increases shown)





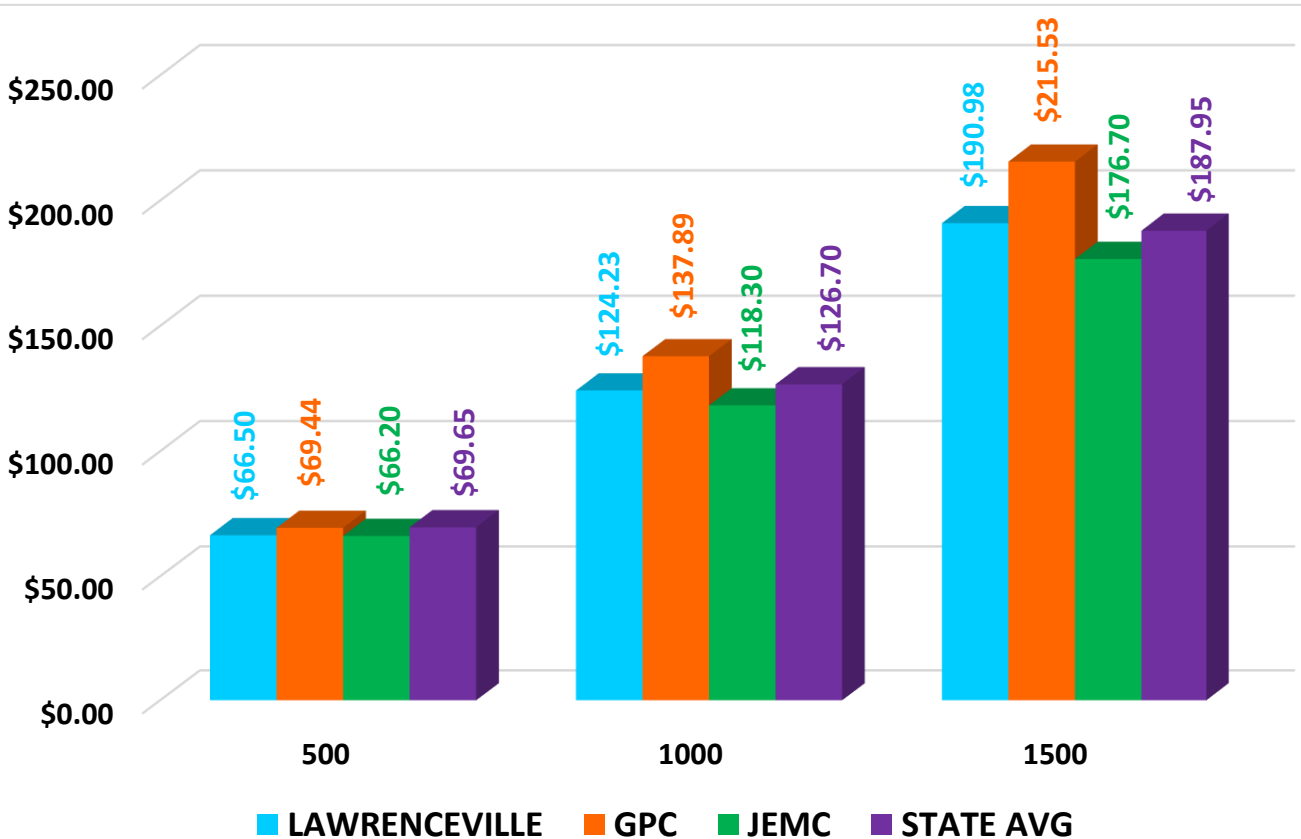
### CURRENT RESIDENTIAL ELECTRIC RATES - SUMMER

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### PROPOSED 2020 RESIDENTIAL ELECTRIC RATES – SUMMER

(Includes GPC proposed service charge increase, no per kWh increase, no JEMC increases shown)



## Revenue Summary

25.

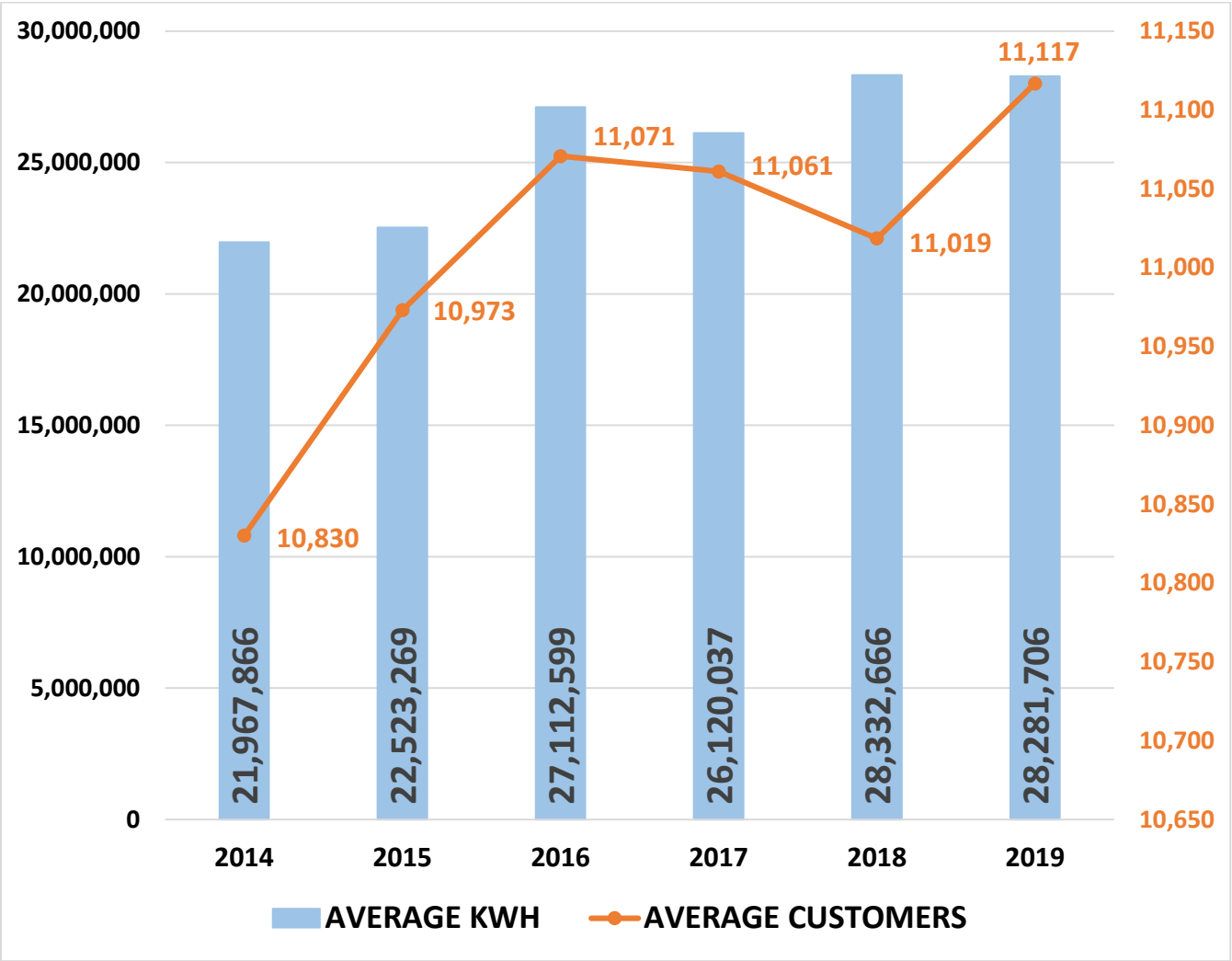
- **Increase Service Charge \$3.00 per month**
  - **Additional \$395,502 per year**
- **Increase Electric Rates \$0.0015 per kWh**
  - **No increase for Residential use < 650 kWh**
  - **Additional \$444,033 per year**
- **Additional electric revenue for next three years**
  - **2020 - \$839,535**
  - **2021 - \$1,235,037**
  - **2022 - \$1,630,539**

### EXPECTED INCREASE IN ELECTRIC REVENUE WITH PROPOSED INCREASES IN SERVICE CHARGE AND PER KWH

|                                                                       |                                                                   |
|-----------------------------------------------------------------------|-------------------------------------------------------------------|
| <b>2020</b>                                                           |                                                                   |
| Revenue increase with service charge increase of \$3.00               | \$395,502 (Based on 2019 monthly average of electric customers)   |
| Yearly Revenue increase with Per kWh Increase of \$.0015              | \$444,033 (All Commercial kWh and >650 kWh Residential Usage)     |
| <b>Total Revenue increase in 2020</b>                                 | <b>\$839,535</b>                                                  |
| <b>2021</b>                                                           |                                                                   |
| Revenue increase with service charge increase of \$3.00               | \$791,004 (Based on 2019 monthly average of electric customers)   |
| Projected Yearly Revenue increase with no additional Per kWh Increase | \$444,033 (All Commercial kWh and >650 kWh Residential Usage)     |
| <b>Total Revenue increase in 2021</b>                                 | <b>\$1,235,037</b>                                                |
| <b>2022</b>                                                           |                                                                   |
| Revenue increase with service charge increase of \$3.00               | \$1,186,506 (Based on 2019 monthly average of electric customers) |
| Projected Yearly Revenue increase with no additional Per kWh Increase | \$444,033 (All Commercial kWh and >650 kWh Residential Usage)     |
| <b>Total Revenue increase in 2021</b>                                 | <b>\$1,630,539</b>                                                |
| <b>2023 and out</b>                                                   |                                                                   |
| Revenue increase with total service charge increase of \$3.00         | \$1,186,506 (Based on 2019 monthly average of electric customers) |
| Projected Yearly Revenue increase with no additional Per kWh Increase | \$444,033 (All Commercial kWh and >650 kWh Residential Usage)     |
| <b>Annual Electric Revenue Increase</b>                               | <b>\$1,630,539</b>                                                |

**ELECTRIC CONSUMPTION TREND**  
**AVERAGE MONTHLY CUSTOMERS AND KWH USAGE**

25.



- A. Monthly service charge \$14.00
- B. Non-summer residential rate will be charged from November – April as follows:
- 0-650 kWh – \$0.0740 per kWh
  - 651 – 1000 kWh – \$0.0710 per kWh
  - > 1000 kWh – \$0.0690 per kWh
- C. Summer residential rate will be charged from May – October as follows:
- 0-650 kWh – \$0.0790 per kWh
  - 651 – 1000 kWh – \$0.1010 per kWh
  - >1000 kWh – \$0.1120 per kWh

**Residential Electric Rate**

- A. Monthly service charge
  - 2020 - \$17.00
  - 2021 - \$20.00
  - 2022 - \$23.00
  
- B. Non-summer residential rate will be charged from November – April as follows:
  - 0-650 kWH – \$0.0740 per kWH
  - 651 – 1000 kWH – \$0.0725 per kWH
  - > 1000 kWH – \$0.0705 per kWH
  
- C. Summer residential rate will be charged from May – October as follows:
  - 0-650 kWH – \$0.0790 per kWH
  - 651 – 1000 kWH – \$0.1025 per kWH
  - >1000 kWH – \$0.1135 per kWH

## A. Commercial Non-Demand

- Non-Summer rate will be charged from November – April as follows:
  - Base Charge - \$18.00
  - First 3,000 kWh – \$0.1125 per kWh
  - > 3,000 kWh – \$0.1025 per kWh
- Summer rate will be charged from May – October as follows:
  - Base Charge - \$18.00
  - First 3,000 kWh – \$0.1325 per kWh
  - > 3,000 kWh – \$0.1225 per kWh

## B. Commercial Small Power

- Base Charge - \$20.00
- All consumption not greater than 200 hours times the billing demand
  - \$0.1025 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0525 per kWh
- All consumption in excess of 400 hours times the billing demand
  - \$0.0475 per kWh

## C. Commercial Medium Power

- Base Charge - \$30.00
- All consumption not greater than 200 hours times the billing demand
  - First 6,000 kWh - \$0.0925 per kWh
  - > 6,000 kWh - \$0.0825 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0475 per kWh
- All consumption in excess of 400 hours times the billing demand
  - \$0.0425 per kWh

## D. Commercial Large Power

- Base Charge - \$50.00
- All consumption not greater than 200 hours times the billing demand
  - First 100,000 kWh - \$0.0745 per kWh
  - > 100,000 kWh - \$0.0645 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0425 per kWh
- All consumption in excess of 400 hours and not greater than 600 hours times the billing demand
  - \$0.0385 per kWh
- All consumption in excess of 600 hours times the billing demand
  - \$0.0345 per kWh

**Commercial Electric Rate**

**A. Commercial Non-Demand**

- Service Charge
  - 2020 - \$21.00
  - 2021 - \$24.00
  - 2022 - \$27.00
- First 3,000 kWh – \$0.1240 per kWh
- > 3,000 kWh – \$0.1140 per kWh

**B. Commercial Small Power**

- Service Charge
  - 2020 - \$21.00
  - 2021 - \$24.00
  - 2022 - \$27.00
- Demand Charge – \$2.25 per kW
- All consumption not greater than 200 hours times the billing demand
  - \$0.1040 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0540 per kWh
- All consumption in excess of 400 hours times the billing demand
  - \$0.0490 per kWh

**C. Commercial Medium Power**

- Service Charge
  - 2020 - \$33.00
  - 2021 - \$36.00
  - 2022 - \$39.00
- Demand Charge – \$2.75 per kW
- All consumption not greater than 200 hours times the billing demand
  - First 6,000 kWh - \$0.0940 per kWh
  - > 6,000 kWh - \$0.0840 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0490 per kWh
- All consumption in excess of 400 hours times the billing demand
  - \$0.0440 per kWh

**D. Commercial Large Power**

- Service Charge
  - 2020 - \$53.00
  - 2021 - \$56.00
  - 2022 - \$59.00
- Demand Charge – \$3.25 per kW
- All consumption not greater than 200 hours times the billing demand
  - First 100,000 kWh - \$0.0760 per kWh
  - > 100,000 kWh - \$0.0660 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0440 per kWh
- All consumption in excess of 400 hours and not greater than 600 hours times the billing demand
  - \$0.0400 per kWh
- All consumption in excess of 600 hours times the billing demand
  - \$0.0360 per kWh





# Electric Rate Review

- **Last reviewed in 2017**
- **Increased cost of doing business requires an increase in electric rates**
  - **\$1.4 million increase in operating costs in 2020**
  - **We design to have enough capacity to cover peak energy demand requirements**
  - **Electric rates include fixed and variable costs**
- **Compare current residential rates to current GPC, JEMC, and state average electric rates**
  - **Service Charge**
  - **Non-Summer Rate**
  - **Summer Rate**



# Electric Rate Review

## Residential

- **Currently ~9,300 Residential Electric Customers**
- **Propose Increasing Electric Rates \$0.0015 per kWh**
  - No proposed increase for Residential use < 650 kWh
- **Propose Changing Monthly Service Charge**
  - **Proposed Increase \$3 in 2020, from \$14 to \$17**
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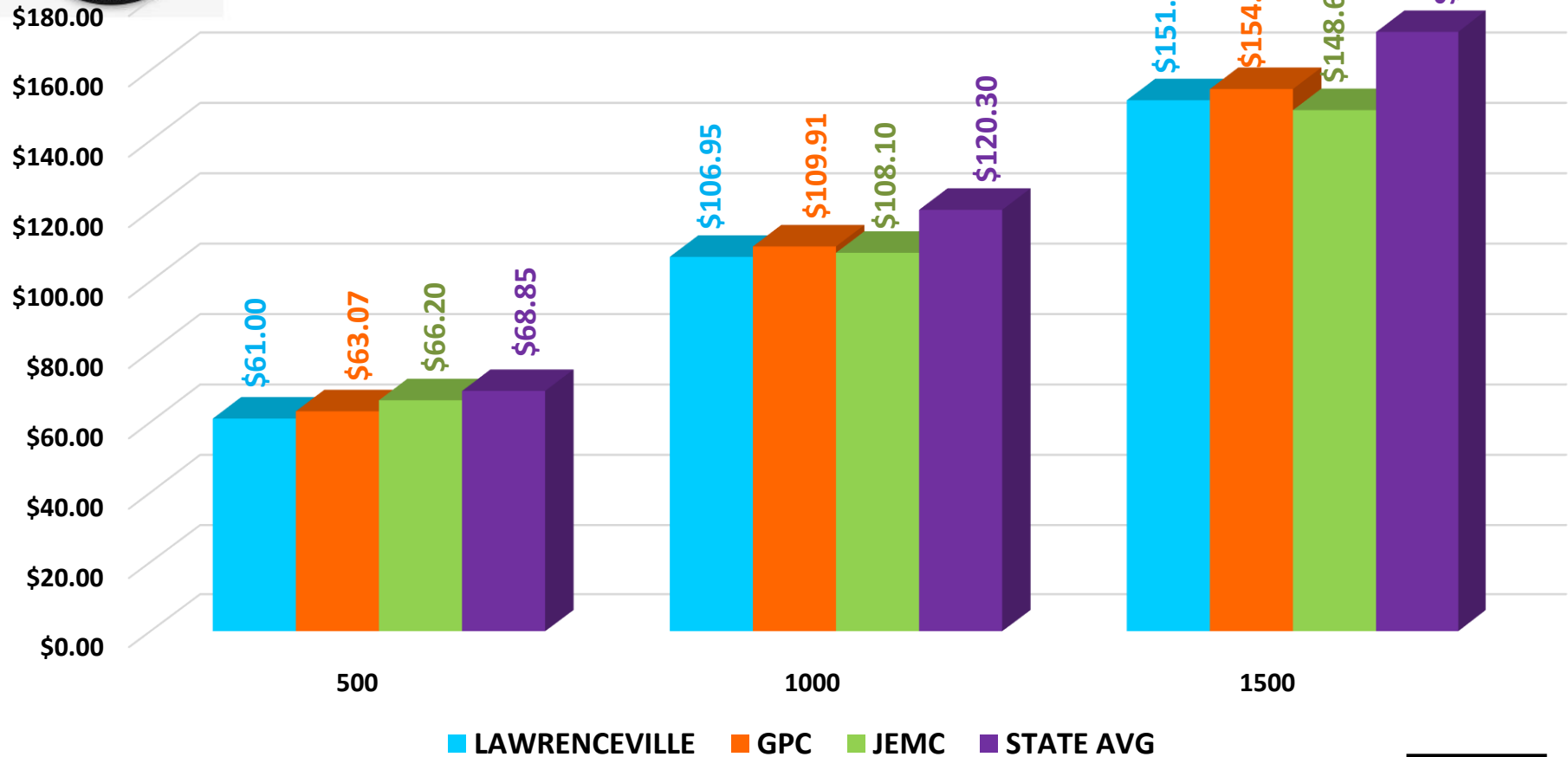
# Electric Rate Review

## Commercial

- **Currently ~1,670 Commercial Electric Customers**
- **Propose Increasing Electric Rates \$0.0015 per kWh**
- **Propose Changing Monthly Service Charge**
  - **Proposed Increase \$3 in 2020, \$3 in 2021, \$3 in 2022**
- **Four Commercial Electric Rate Service Charges**
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    - JEMC currently \$65, GPC currently \$21



## CURRENT RESIDENTIAL ELECTRIC RATES – NON SUMMER

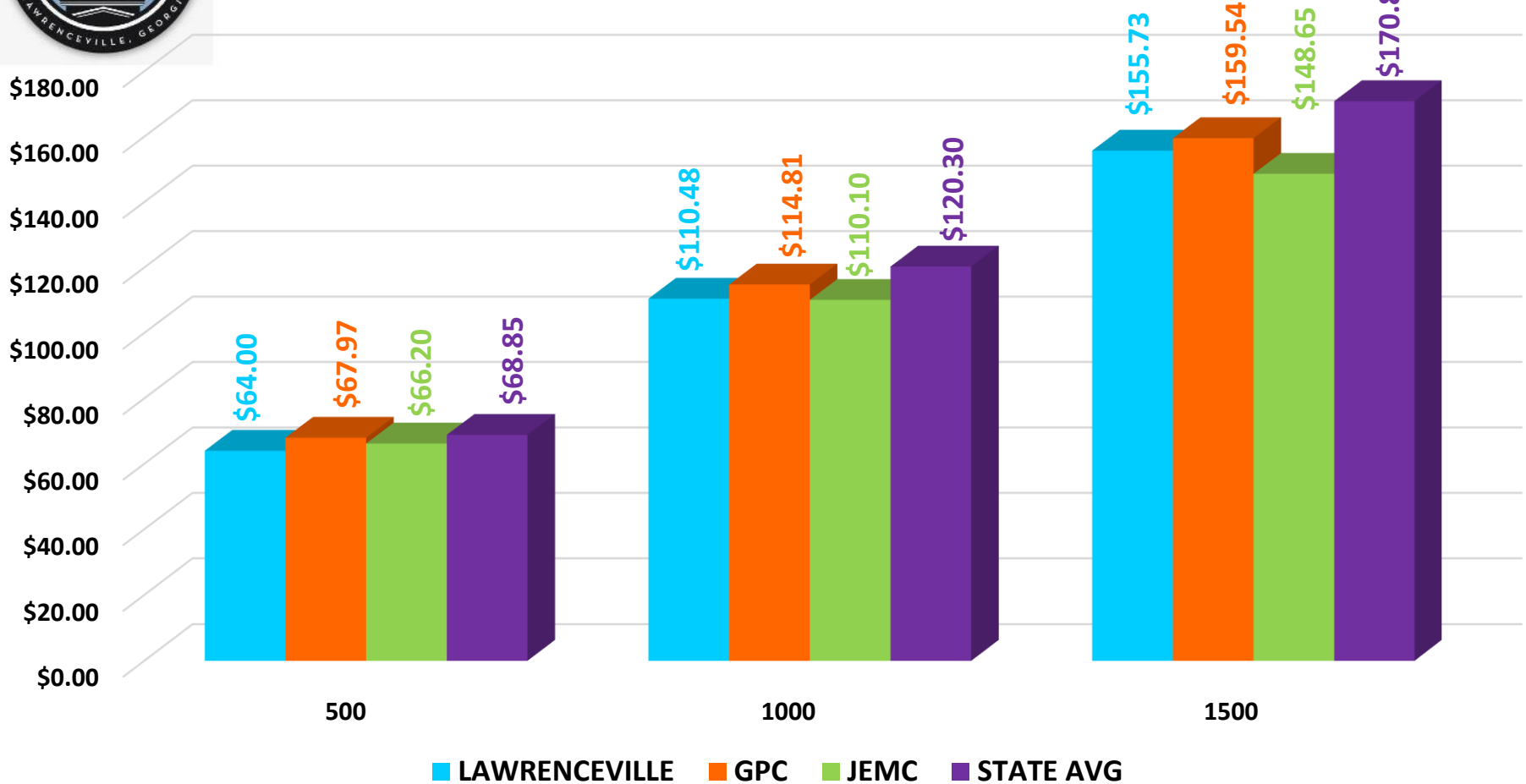




## PROPOSED 2020

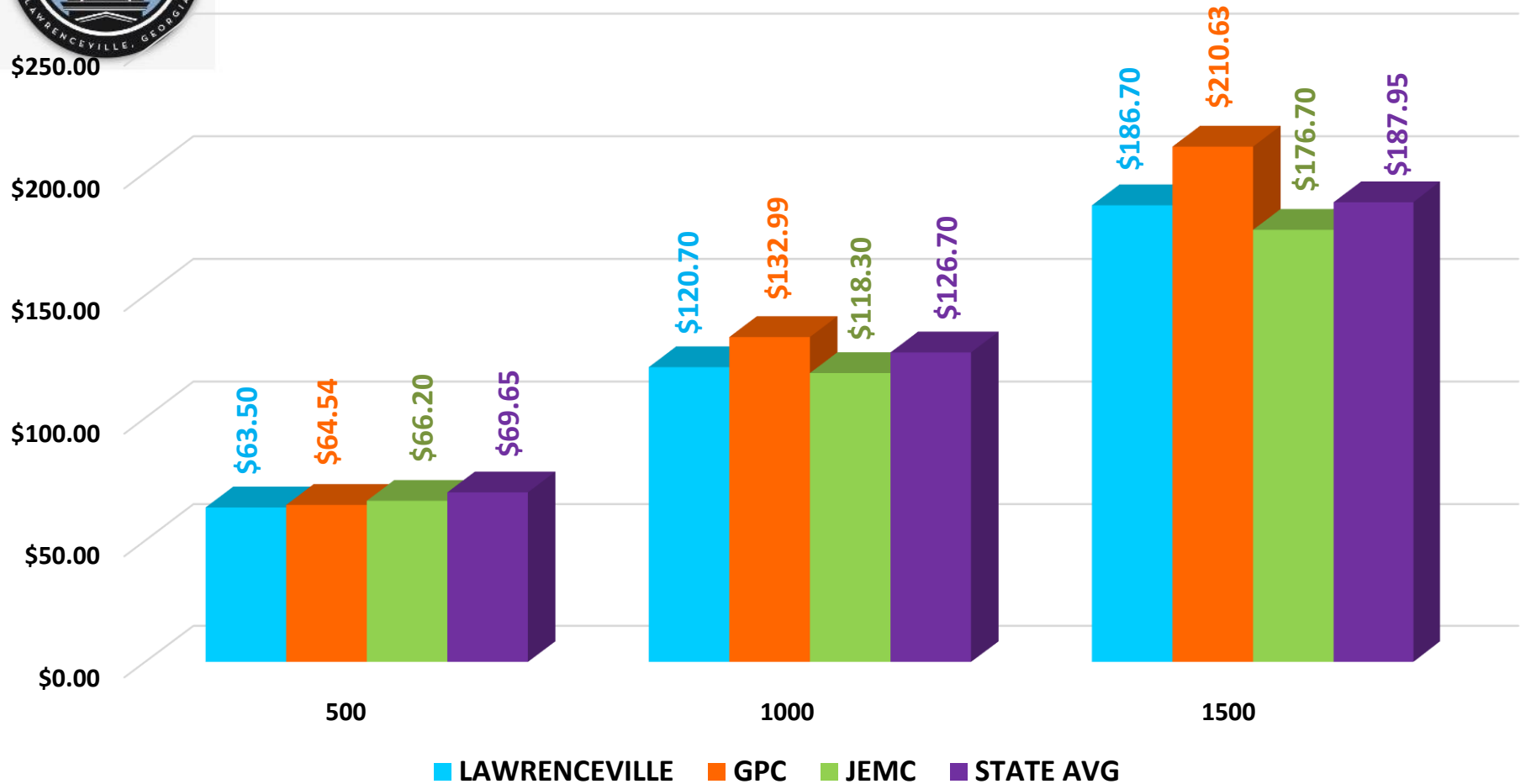
### RESIDENTIAL ELECTRIC RATES - NON SUMMER

(Includes GPC proposed service charge increase, no JEMC increases shown)





## CURRENT RESIDENTIAL ELECTRIC RATES - SUMMER







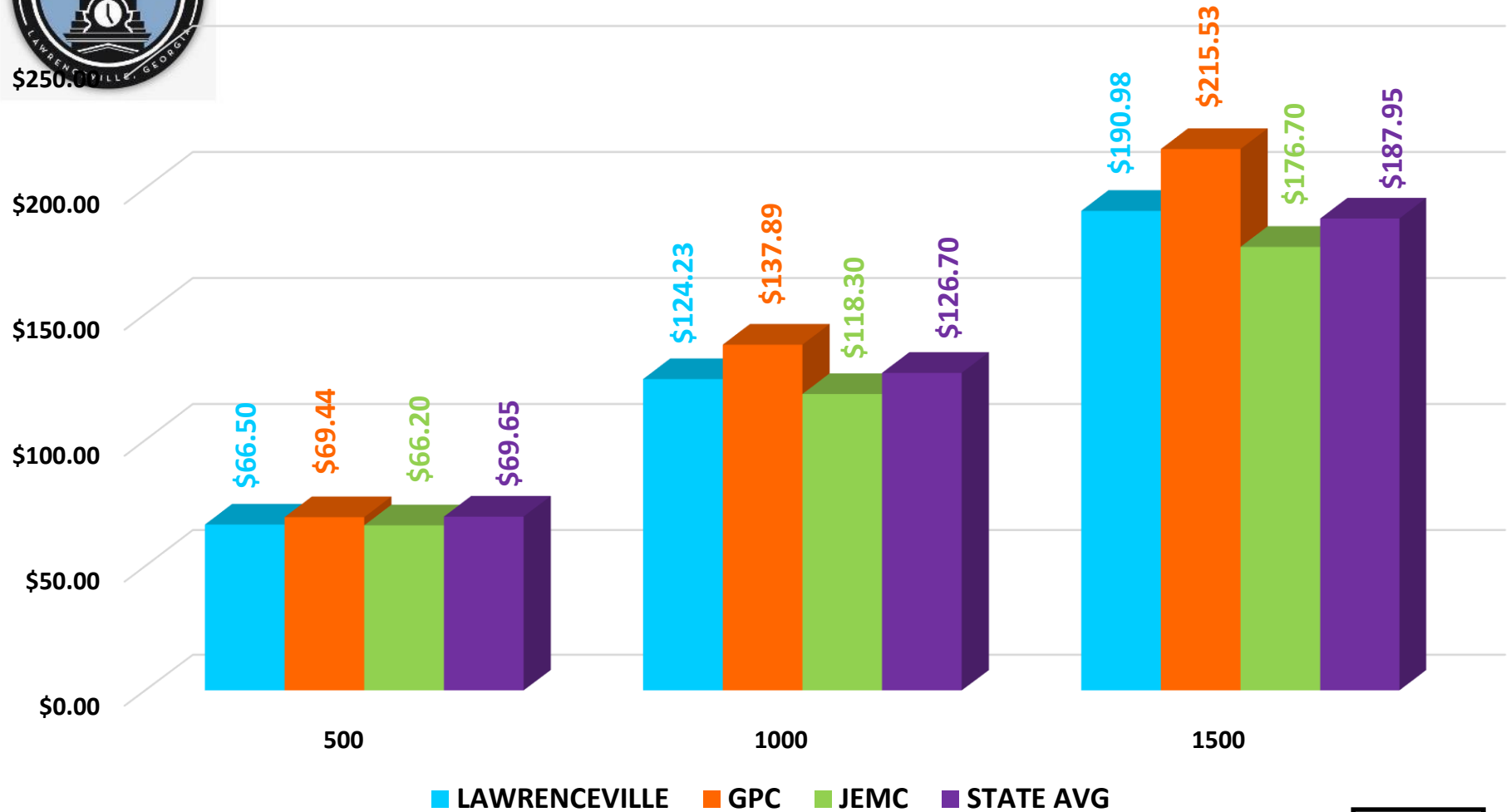
\$250.00

# PROPOSED 2020

25.

## RESIDENTIAL ELECTRIC RATES - SUMMER

(Includes GPC Proposed service charge increase, no JEMC increases shown)







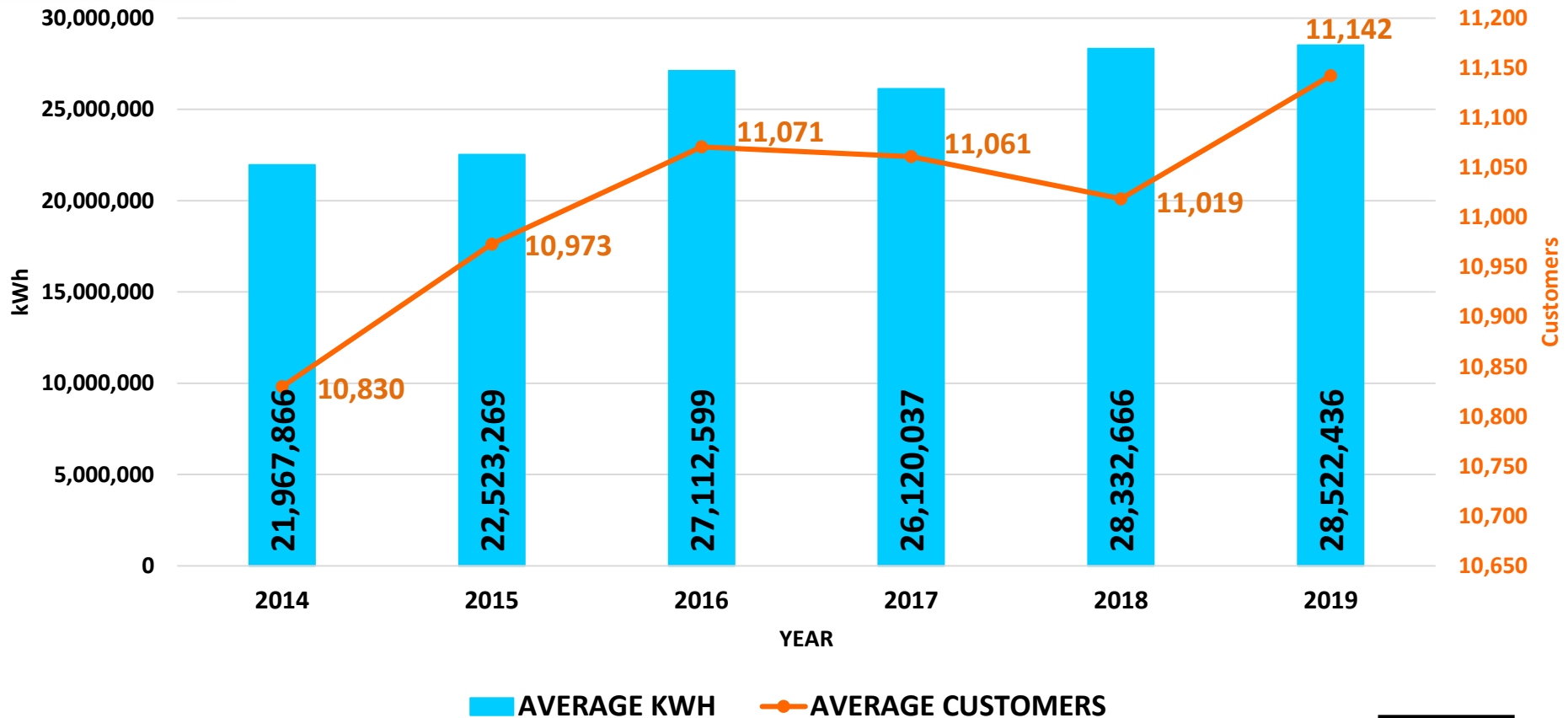
# Revenue Summary

- **Increase Service Charge \$3.00 per month**
  - Additional \$395,502 per year
- **Increase Electric Rates \$0.0015 per kWh**
  - No increase for Residential use < 650 kWh
  - Additional \$444,033 per year
- **Additional electric revenue for next three years**
  - 2020 - \$839,535
  - 2021 - \$1,235,037
  - 2022 - \$1,630,539

# ELECTRIC CONSUMPTION TREND

## AVERAGE MONTHLY CUSTOMERS AND KWH USAGE

25.





# QUESTIONS?



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

**Item:** Ordinance Amendment to Update Commercial Electric Rates

**Department:** Electric

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** Revenue Increase

**Presented By:** Rick Baldwin

**Action Requested:** Approve the ordinance amendment to the Commercial electric rates

---

**Summary:** Discussion to update Commercial Electric Rates.

**Fiscal Impact:** No expenditures, revenue increase - \$839,535.00 in 2020, \$1,235,037.00 in 2021, \$1,630,539.00 in 2022.

**Attachments/Exhibits:**

Ordinance for Commercial Electric Rates  
2020 Electric Rates Council Packet  
2020 Electric Rate Update Presentation

**ORDINANCE NO. \_\_\_\_\_****ORDINANCE TO AMEND COMMERCIAL ELECTRIC RATES AND FEES FOR THE CITY OF  
LAWRENCEVILLE, GEORGIA**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the following rates and fees for commercial electric service are hereby adopted and shall become effective for all meter-reading dates on or after January 1, 2020.

**AVAILABILITY:**

All qualified customers in the City of Lawrenceville's electric service area.

**APPLICABILITY:**

Applicable to all electric service during construction when service is temporary and/or seasonal in nature.

**MONTHLY RATE:****A. Commercial Non-Demand**

- Service Charge
  - 2020 - \$21.00
  - 2021 - \$24.00
  - 2022 - \$27.00
- First 3,000 kWh – \$0.1240 per kWh
- > 3,000 kWh – \$0.1140 per kWh

**B. Commercial Small Power**

- Service Charge
  - 2020 - \$21.00
  - 2021 - \$24.00
  - 2022 - \$27.00
- Demand Charge – \$2.25 per kW
- All consumption not greater than 200 hours times the billing demand
  - \$0.1040 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0540 per kWh
- All consumption in excess of 400 hours times the billing demand
  - \$0.0490 per kWh

**C. Commercial Medium Power**

- Service Charge
  - 2020 - \$33.00
  - 2021 - \$36.00
  - 2022 - \$39.00
- Demand Charge – \$2.75 per kW
- All consumption not greater than 200 hours times the billing demand
  - First 6,000 kWh - \$0.0940 per kWh

- > 6,000 kWh - \$0.0840 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0490 per kWh
- All consumption in excess of 400 hours times the billing demand
  - \$0.0440 per kWh

D. Commercial Large Power

- Service Charge
  - 2020 - \$53.00
  - 2021 - \$56.00
  - 2022 - \$59.00
- Demand Charge – \$3.25 per kW
- All consumption not greater than 200 hours times the billing demand
  - First 100,000 kWh - \$0.0760 per kWh
  - > 100,000 kWh - \$0.0660 per kWh
- All consumption in excess of 200 hours and not greater than 400 hours times the billing demand
  - \$0.0440 per kWh
- All consumption in excess of 400 hours and not greater than 600 hours times the billing demand
  - \$0.0400 per kWh
- All consumption in excess of 600 hours times the billing demand
  - \$0.0360 per kWh

POWER COST ADJUSTMENT:

The bill calculated at the above rates will be charged the current power cost adjustment.

TERMS OF PAYMENT:

If the account is not paid by the due date, a late fee in the amount specified in the City of Lawrenceville Ordinances will be added to the account. Further failure to pay a bill will subject the customer to disconnection and/or disconnection charges specified in the City of Lawrenceville Ordinances.

MINIMUM MONTHLY CHARGES:

The minimum monthly charge will be the Service Charge.

**IT IS SO ORDAINED**, this 11<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Mayor Judy Jordan Johnson

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** Lease Agreement with Aurora Theatre

**Department:** City Manager

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** TBD

**Presented By:** Chuck Warbington

**Action Requested:** Approve lease agreement with the Aurora Theatre for the Lawrenceville Performing Arts Complex expansion

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**Attachments/Exhibits:**

Lease agreement with Aurora for LPAC Expansion



STATE OF GEORGIA  
COUNTY OF GWINNETT

**LEASE AGREEMENT WITH AURORA THEATRE**

**THIS LEASE AGREEMENT** (hereinafter referred to as the “Agreement”) is made and entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **CITY OF LAWRENCEVILLE, GEORGIA** (the “City”), and the **AURORA THEATRE, INC.** (the “Aurora Theatre”).

**WHEREAS**, the City owns the property known as the Lawrenceville Performing Arts Complex consisting of the Bobby Sikes Building, an expanded Performing Arts Facility and associated outdoor spaces such as the Courtyard Areas to be constructed beginning in 2019 (the “Complex”), which is shown on the plat attached hereto to “Exhibit A” as incorporated herein by reference; and

**WHEREAS**, the City and the Downtown Development Authority (DDA) entered into a Lease Agreement, effective May 1, 2007, pertaining to the original part of the Complex currently known as the Bobby Sikes Building (the “Bobby Sikes Building”) which is incorporated herein by reference; and

**WHEREAS**, the DDA and the Aurora Theatre entered into Sub-Lease Agreement, effective as of May 1, 2007 pertaining to the Bobby Sikes Building; and

**WHEREAS**, the City desires that the expanded Complex continue to serve as an anchor attraction for the downtown area of the City, act as a development stimulus for the City, provide enjoyment for the benefit of the City’s citizens, and promote the City’s business community and its surrounding areas; and

**WHEREAS**, the Aurora Theatre desires to produce theatrical and performing arts entertainment and education for the benefit of the community and the citizens of the City; and

**WHEREAS**, the Aurora Theatre desires to use its production of theatrical and performing arts entertainment for, among other things, the education for K-12 and Higher education purposes; and

**WHEREAS**, the City desires for the Aurora Theatre to provide expanded entertainment and education for the citizens of the City of Lawrenceville and to maintain and manage the Complex in consideration for managing and occupying the premises thereof; and

**WHEREAS**, the City and the Aurora Theatre (hereinafter collectively referred to as the “Parties”) seek to delete in its entirety the terms and conditions of the aforementioned May 1, 2007 Sub-Lease Agreement and the Sub-Lease Modification Agreement approved June 4, 2014 (collectively, the “Sub-Lease Agreement”) and replace the Sub-Lease Agreement with this Agreement.

**NOW THEREFORE**, in consideration of the covenants and promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **USE OF PREMISES AND RENTAL.** During the term of this Agreement, the Aurora Theatre shall lease the Complex for performances and programs produced by the Aurora Theatre and other persons, companies or entities which have contracted with the Aurora Theatre. No other person, company or entity other than the City shall have the right or ability to use the Complex without contracting with the Aurora Theatre. Possession of the Complex other than three classrooms and three offices located on the second floor of the new Performing Arts Facility shall be exclusive to the Aurora Theatre, subject only to the concurrent rights of the City as set forth in that certain Operation Agreement to be mutually agreed upon and executed by the Parties within ninety (90) days after the date hereof (the "Operation Agreement"). The Aurora Theatre and the City acknowledge that the City will pursue a use agreement with Georgia Gwinnett College for use of the aforementioned three classrooms and the three offices as well as periodic use of the performance stages and agree that any co-use operation between the City and the Aurora Theatre shall be managed by the Operation Agreement. The Aurora Theatre agrees to recognize any separate agreement between the City and Georgia Gwinnett College. . The terms of any separate agreement between the City and Georgia Gwinnett College shall at all times be subject to the terms of this Lease and the Operation Agreement.

As consideration for the lease of the Complex (also referred to herein at times as the "premises"), the Aurora Theatre covenants and agrees that the premises shall be primarily used by the Aurora Theatre for classes, lectures, camps, playhouses, TYA, programming, comedic performances, plays, musicals, and the production and public display of the theatre and visual arts performances (collectively, "Performances"; individually, a "Performance"). To this end, the Aurora Theatre shall, at a minimum, produce thirty (30) weeks of professional quality theatre shows each year, taking place at least Thursday through Sunday of each such thirty (30) weeks; provided, however, as ticket demand increases, the Aurora Theatre will use commercially reasonable efforts to produce thirty (30) weeks of professional quality theatre shows each year, taking place Wednesday through Sunday of each such thirty (30) weeks. Additionally, in accordance with the Operation Agreement, the Aurora Theatre shall use the Complex and assist the City in developing programs to support classrooms, offices and joint spaces for fine arts programming for K-12 and Higher Education programs for the community. No more than 30 consecutive days shall pass without there being at least one Performance in each building of the Complex; provided, however, that such 30 consecutive day requirement shall not apply to any periods of restoration, remodeling or major repair.

Consistent with the commitment of the Aurora Theatre to assist the City in developing the above programs, the Aurora Theatre in its sole but reasonable discretion (which shall include but not be limited to artistic and financial concerns) shall have the right

to add and delete programs to support the fine arts for K-12 and Higher Education so long as in the reasonable judgment of the Aurora Theatre, any modifications, additions or deletions to the programs shall serve the above standard in providing assistance to the City.

The provisions of Section 1 of this Agreement and the funding provisions set forth in Section 2 of this Agreement are both agreed to as consideration for this Agreement. Notwithstanding anything herein to the contrary the City shall not use, or permit the use of, the Complex (as such may be expanded) for any uses which compete with, negatively reflect upon, or operate to the detriment of those of the Aurora Theatre.

2. **FUNDING.** The consideration stated in Section 2 of this Agreement is the sole monetary consideration to be paid by the Aurora Theatre as rent to the City. The only other monetary obligations of the Aurora Theatre hereunder are as expressly provided in this Agreement, including (i) the utility bills as provided in Paragraph 6, below, (ii) the responsibility of the Aurora Theatre as to repair and maintenance of the premises as provided in Paragraph 12(b), below, (iii) the obligation of the Aurora Theatre to pay taxes pursuant to Paragraph 13, below, (iv) the indemnity contained in Paragraph 14, below, (v) insurance as provided in Paragraph 15, below, (vi) and any costs to comply with applicable laws imposed upon the Aurora Theatre as provided in Paragraph 17, below. The terms of the Sub-Lease Agreement (including, without limitation, any other monetary obligations or liabilities of the Aurora Theatre arising thereunder are hereby terminated, cancelled and of no further force and effect). Further, unless specifically outlined in this Paragraph, all revenues received by the Aurora Theatre for its Performances, productions and for any rental, usage fees or any other revenues generated for the education and community engagement programs or in the operation of the Complex shall be the sole property of the Aurora Theatre to be used in its sole discretion.

In addition to the consideration set forth in Section 1 of this Agreement, the Aurora Theatre shall provide the City funding in return for the construction of the expanded Performing Arts Complex and associated outdoor spaces in a total amount of \$5,000,000.00 and shall be paid as follows:

A. Subject to any rights of offset permitted herein or in the Operation Agreement, the Aurora Theatre shall secure, collect and maintain in separate account a total of \$5,000,000.00 from a capital campaign. Payments shall be remitted to the City based on the following payment schedule.

- A. \$1,000,000.00 – December 31 of Lease Year 1
- B. \$1,000,000.00 – December 31 of Lease Year 2
- C. \$1,000,000.00 – December 31 of Lease Year 3
- D. \$1,000,000.00 – December 31 of Lease Year 4
- E. \$1,000,000.00 – December 31 of Lease Year 5

For purposes of this paragraph, Lease Year 1 shall be the calendar year in which the Commencement Date (as defined below) occurs, and each subsequent “Lease Year” shall be the calendar year immediately following therewith.

B. Fund remitted to the City in advance of the above schedule shall reduce future remittances to the City using a discount rate equal to the “all-in” interest rate of the bonds used to finance the expansion of the Performing Arts Complex. The City Finance Director shall calculate the change in future value and provide an updated schedule of remittances to the City Council and Aurora Theatre.

C. For all Performances other than the Exempt Performances (as defined below) and all rental events such as receptions and similar special events held at the Premises, the Aurora Theatre will charge a maintenance fund fee of \$2.00 per ticket (individually, the “Maintenance Fee”; collectively, the “Maintenance Fees”) sold to support a maintenance escrow fund (the “Fund”). The Fund shall be used to pay for costs incurred by the Aurora Theatre to maintain the Complex. The Aurora Theatre will deposit into a separate account (the “Maintenance Account”) the total amount of Maintenance Fees collected during any given month, such funds not to be comingled with any other funds. The total amount of funds in the Maintenance Account exceeding One Thousand Five Hundred Dollars (\$1500.00) shall be transferred to the City on a yearly basis. The Aurora Theater may submit invoices for maintenance requirements of the Aurora under this Agreement to the City on a yearly basis and the City will use the Maintenance Fees to pay one-half of the submitted invoices up to Fifty Thousand Dollars (\$50,000.00) per year. For purposes of example only, if the maintenance work to be performed to the Complex shall total \$100,000.00, the City will pay \$50,000.00 from the Maintenance Fees and the Aurora Theatre will pay the remaining \$50,000.00. For purposes of this paragraph, “Exempt Performances” shall include Gwinnett County Public School educational events, Georgia Gwinnett College events, Ghost Tours, and Children’s Playhouses. Any Maintenance Fees collected in any year that are not used to reimburse the Aurora Theatre for maintenance expenses may be used by the City to reimburse the City for payments due under its agreements related to bonded indebtedness on the Complex. Any Maintenance fees remaining at the termination of this Agreement shall become the property of the City.

3. **TERM.** The “term” or “Term” of this Agreement shall begin upon the date (the “Commencement Date”) on which (a) the Complex is completed in substantial accordance with the plans dated June 27, 2019, and (b) a certificate of occupancy is issued for the Complex such that operations for the Aurora Theatre may commence, and the Term shall continue until midnight on that date (as such may be extended herein, the “Expiration Date”) which is the last day of the two hundred fortieth (240<sup>th</sup>) full calendar month thereafter, unless extended as set forth below. Any changes to the [Complex plans and specifications dated June 27, 2019, or Lighting and Sound plans and specifications] shall be subject to the prior written approval of the Aurora Theatre

(such approval not to be unreasonably withheld, conditioned, or delayed).

In the event that the Aurora Theatre is not then in default under this Agreement or the Operation Agreement beyond any applicable notice and cure periods, the parties may extend the Term of this Agreement for up to four (4) periods of five (5) years each by agreeing to any such extension in a written document approved by both parties.

4. **FIXTURES AND EQUIPMENT.** The City shall be responsible for the initial acquisition and installation of fixtures, specialized electrical equipment, sound equipment, and other fixtures and equipment related to the operation of the Complex. After the Commencement Date, the Aurora Theatre shall be solely responsible for any upgrades to said fixtures, specialized electrical equipment, sound equipment and other fixtures and equipment related to the operation of the Complex. Once installed (with the term “installed” meaning attached or affixed to the premises in a permanent manner but such term shall not include any property or equipment which can be removed by being unplugged or by some other manner not involving damage to the premises), this property shall become the property of the City. Refer to Section 19 (c) for removal of fixtures. For avoidance of doubt, any installation or modifications made as a result of set design and production(s) or Performances, and any chandeliers, décor, or art installed in the Complex by the Aurora Theatre shall be deemed temporary in nature and shall not in any way be deemed “installed”; accordingly, the Aurora Theatre shall have the right to remove any such installations or modifications resulting from set design and production(s) or Performances, and any such chandeliers, art, and décor.
5. **RIGHT OF AURORA THEATRE TO NAME.** During the term of this Agreement and as long as the Aurora Theatre is not in default beyond any applicable notice and cure period, the Aurora Theatre shall be allowed to name interior and exterior spaces of the Complex, which names may be (but are not obligated to be) in honor and in memory of those making capital contributions for the benefit of the Aurora Theatre. This right and the naming shall expire upon termination of this Agreement. The Bobby Sikes Building shall retain its name, and only the City shall have the right to name the entire Complex.
6. **UTILITY BILLS.** Subject to any reimbursement obligations by the City as set forth in the Operation Agreement, the Aurora Theatre shall pay all utility bills in a timely manner in compliance with City policies for the Complex, including but not limited to stormwater, water, gas, sanitation, sewer, and electricity.
7. **MANAGEMENT DUTIES.** In consideration for its use of the premises, the Aurora Theatre shall manage, provide security as necessary, maintain and operate the Complex for the City, including rendering all services necessary to maintain the interior of the building from a non-structural standpoint and hiring all necessary staff at the sole expense of the Aurora Theatre (subject to any reimbursement obligations by the City

as set forth in the Operation Agreement). The City shall be responsible for all exterior maintenance and for all structural interior maintenance as provided herein. The City reserves the right to perform an annual facilities conditions assessment at any time during the term of this Agreement. Security of the Complex shall be the responsibility of the Aurora Theatre as they deem necessary. Although not required, use of off duty Lawrenceville Police Officers are encouraged. The costs of security may be managed through any rental or use of the Complex as established in agreements the Aurora Theatre may execute for rental or use of the Complex as authorized herein. The City shall be responsible for security for any use of the Complex by the City.

The Aurora Theatre shall be responsible for marketing and advertising the Complex and its productions and shall be solely responsible for entering into contracts with third parties for use of the Complex during the term of this Agreement. City scheduled events shall be governed by the Operation Agreement.

The Aurora Theatre shall at all times during the term of this Agreement operate as a non-profit entity. The Aurora Theatre shall be responsible for all financial accounting at the Complex and shall provide to the City, within 30 days of completion, an operating budget on an annual basis and shall provide copies of any strategic plan from time to time (or as requested by the City) commissioned by the Aurora Theatre to the City. The City shall also have the right to inspect and audit the financial records of the Aurora Theatre at any time in order to ensure compliance with the provisions of this Agreement, and to satisfy any reasonable auditing or reporting requirements of the City. The Aurora Theatre agrees to cooperate as necessary in whatever capacity to provide information and access to the City as they may require for any official business purpose.

The Aurora Theatre will continue to abide by the terms of its current alcohol license in effect as of the date of this Agreement and all applicable City ordinances existing as of the date of this Lease concerning content of productions. In addition, the Aurora Theatre will maintain its current production rating system (or other comparable system) on its website and will also use commercially reasonable efforts to use said production rating system in its other advertising materials so that citizens of the City may determine in their sole discretion whether to attend the respective production. Failure to maintain a rating system on its website shall be a material breach of the terms of this Agreement.

8. **SIGNS**. Reserved

9. **OUTSIDE STORAGE**. The Aurora Theatre agrees that there is to be no outside storage of supplies, debris or materials and any materials or breakdown of major sets or debris that are not capable of being dispensed as daily-waste shall be the

responsibility of the Aurora Theatre to dispose of in an appropriate and timely efficient manner.

10. **BOARD OF DIRECTORS.** During the duration of this Agreement and any renewal thereto, two official representatives as chosen by the Council (and approved in writing by the Aurora Theatre, such approval not to be unreasonably withheld, conditioned, or delayed) shall be a voting member of the Board of Directors of the Aurora Theatre, one from staff and one from the elected body. In addition, during the same term, and subject to the written approval of the Aurora Theatre (such approval not to be unreasonably withheld, conditioned, or delayed), the Council of the City shall have the authority and obligation to designate two (2) additional voting members of the Board of Directors of the Aurora Theatre for the purpose of representing the interests of the citizens in the operations of the Complex. As a prerequisite to becoming a member of the Board of Directors, the two appointed members shall pay or contribute an amount of money established by the Board of Directors that is equal to any amount paid as a requirement for membership of all other members of the Board. The City agrees that the two (2) members appointed shall not be elected officials or employees of the City.
  
11. **EXPANSION PROJECT.** The Aurora Theatre acknowledges that the City or a City related entity is in the process of constructing an expansion and other improvements to the Complex (the "Expansion Project") and that a City related entity has issued Revenue Bonds to finance the Expansion Project, in whole or in part, and the City has entered into agreements related to the payment of the Revenue Bonds. The Aurora Theatre further acknowledges that it will benefit from the Expansion Project in that the Expansion Project will provide the Aurora Theatre with enhanced facilities for its performances and operations. Accordingly, the Aurora Theatre agrees to reasonably cooperate with the City and with any other governmental entity involved with the City's pursuit of the Expansion Project and any such financing; provided, however, the Aurora Theatre shall not be obligated to incur any debt or other obligation to any third party or to the City in connection therewith other than as set forth in this Agreement.

To the extent that the financing of the Expansion Project involves the issuance of bonds or other obligations the interest on which is exempt from federal income tax ("Tax-Exempt Bonds"), the Aurora Theatre acknowledges that certain mandatory tax restrictions will be imposed upon the issuer of Tax-Exempt Bonds, the City, and any other users of the Complex, including the Aurora Theatre, to ensure that the interest on such Tax-Exempt Bonds remains exempt from federal income tax. In particular, the Aurora Theatre will be required, among other things, to maintain its tax-exempt status as a 501(c)(3) organization pursuant to Section 501 of the Internal Revenue Code (the "Code") and to only use the Complex in furtherance of its exempt purpose. Further, the Aurora Theatre will not be permitted to sublease any portion of the Complex to a third party or enter into any other third party agreements that might affect the tax exempt status of the bond without prior written approval by the City and its bond



counsel.

Should the City proceed with the Expansion Project and the financing thereof through the issuance of Tax-Exempt Bonds as described herein, the Aurora Theatre agrees that it shall comply with all applicable requirements and restrictions imposed by the Code and the treasury regulations promulgated thereunder. In addition, the Aurora Theatre agrees to execute such compliance documentation as required by the City's bond counsel as a prerequisite to the City's bond counsel opining that interest on such Tax-Exempt Bonds is exempt from federal income tax. To the extent that any provision of such compliance documentation conflicts in any way with any rights granted to the Aurora Theatre under this Agreement, such provision of the compliance documentation shall control.

## **12. REPAIR AND MAINTENANCE OF THE PREMISES.**

(a) Responsibility of the City: The City shall be responsible only for major structural repairs such as roof repair, major system replacements and major plumbing repairs to the Complex, provided that such repair is not brought about by any negligence or willful misconduct of the Aurora Theatre, its agents, employees, customers, licensees or invitees. The City shall also be responsible for maintenance of the exterior of the building, courtyard, and the parking deck adjacent to the Complex. In the event that any major structural repairs such as roof, foundation, exterior walls, interior structural load bearing walls and columns, all structural components, and all building systems, such as mechanical, electrical, HVAC and plumbing, which are the responsibility of the City as defined herein are necessary, the Aurora Theatre shall promptly notify the City in writing. The failure to report such defect shall make the Aurora Theatre liable to the City for any expense or damage to the City resulting from the delay or failure to report such defect but shall not result in the waiver of the City's responsibility to repair such defect. In addition, the City shall be responsible for general landscaping and maintenance of the grounds to include keeping the exterior areas free from trash and debris at all times except as set forth in (b) below.

(b) Responsibility of the Aurora Theatre: Except for the repairs and maintenance listed in Paragraph 12(a) above, and except for any repair or maintenance brought about by any gross negligence or willful misconduct of the City, its agents, employees, customers, licensees or invitees, the Aurora Theatre shall keep and maintain the premises in good order, repair and condition, at the expense and cost of the Aurora Theatre. The Aurora Theatre's obligations shall include, but not be limited to, all repairs and maintenance (but not replacement) for the operation and maintenance of any heating, ventilation and air conditioning systems; security services; plumbing situations such as clogged toilets or leaking pipes; and routine maintenance such as minor repairs and painting. In addition, the Aurora Theatre shall obtain service agreements, at no cost to the City, on all mechanical, fire, life safety,

electrical, elevators, generators and provide a copy of the service reports on an annual basis when the financial audit is submitted to the City. In addition, the Aurora Theatre shall be responsible for maintenance of the grounds to include keeping the exterior areas free from trash and debris during any special use or events of the outside area as approved or held by the Aurora. The Aurora Theatre understands and agrees that any and all repairs, maintenance, alterations, improvements, or modifications made within the Complex shall become permanent improvements and shall not be removable by the Aurora Theatre on the normal termination or prior termination of this Agreement as provided for herein; subject to the right of the Aurora Theatre to remove equipment, set design and production equipment and furnishings, and other personal property as provided in Paragraph 4, above.

(c) Alterations and Additions: The Aurora Theatre shall not make any structural alterations, improvements, modifications, or additions within, on, or about the Complex without the prior written consent of the City. To the extent that City may consent or agree in writing to any structural or non-structural alterations, improvements, modifications, or additions within, on or about the Complex, the Aurora Theatre acknowledges that any such alterations, modifications, or additions shall be at the sole expense of the Aurora Theatre, and the Aurora Theatre shall ensure that such alterations, improvements, modifications, or additions are made in accordance with all applicable laws, rules, codes, ordinances and regulations. The Aurora Theatre shall pay all bills for labor and material incurred in connection with any permitted alterations, improvements, modifications, or additions, and the Aurora Theatre shall permit no materialmen's or supplier's lien to be levied, claimed, or filed against the premises, the real property upon which such premises in situate or any part or portion thereof. In the event of the filing of any such lien, the Aurora Theatre shall take such action as may be required to cause said lien to be removed, cancelled, or satisfied. The Aurora Theatre understands and agrees that any and all structural alterations, improvements, modifications, or additions made within, on or about the Complex shall become permanent fixtures and shall not be removable by the Aurora Theatre on the normal termination or prior termination of this Agreement as provided for herein; subject to the right of the Aurora Theatre to remove equipment and other personal property as provided in Paragraph 4, above. Notwithstanding anything herein to the contrary, the City acknowledges and agrees that the City's consent shall not be needed for any non-structural modifications or alterations to the Complex made as part of a set design or production.

(d) City Access: The City shall have the right to enter the Complex at all reasonable times to make repairs or to perform any necessary maintenance or for any reason; provided, however, that the City shall at all times use commercially reasonable efforts to not adversely affect or materially disturb or interfere with the Aurora Theatre's operations in the Premises.

13. **TAXES**. The Aurora Theatre agrees to pay, when due, all ad valorem taxes assessed against equipment, inventory, materials and supplies, furniture and fixtures as and

when the same are due and payable, and the Aurora Theatre shall not permit any lien for such unpaid taxes to become a lien or encumbrance upon the premises or any portion thereof. As owner of the building, the City will remain responsible for payment of any property taxes that may be assessed on the Complex.

14. **INDEMNITY.** The Aurora Theatre shall indemnify and save harmless the City from and against any and all loss, cost (including reasonable attorney's fees actually incurred and not the statutory attorneys' fees specified in O.C.G.A. §13-1-11), damage, expense and liability (including statutory liability and liability arising under the Workmen's Compensation Laws) in connection with any and all claims for damages as a result of injury or death of any person or property damage to any property sustained by:
- (a) The Aurora Theatre, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees, regardless and irrespective of the cause of such claims for damages except for the gross negligence or willful misconduct of the City, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees; and
  - (b) All other persons, including the City's agents and employees, if such injury, death or property damage arises from or in any manner grows out of any act or neglect in or about the Complex by the Aurora Theatre, its partners, agents, employees, customers, invitees, contractors, and subcontractors, their partners, agents, and employees, or which arise from or in any manner grow out of any defect in any undertaking hereunder by the Aurora Theatre, or any failure of the Aurora Theatre to comply with the provisions of this agreement except for the gross negligence or willful misconduct of the City its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees.
  - (c) In the event that any action or proceeding is brought against the City by reason of any such claim, then the Aurora Theatre, upon notice from the City, shall defend such action or proceeding at the cost of the Aurora Theatre, and the Aurora Theatre shall pay all costs and attorney's fees and any judgment or decree and interest thereon which may be entered against the City. The obligations imposed on the Aurora Theatre by this Paragraph shall survive such the termination of this Agreement for any event occurring during the term of this Agreement except for the gross negligence or willful misconduct of the City, its partners, customers, invitees, agents, employees, contractors, and subcontractors, their partners, agents, and employees.
15. **INSURANCE.** The City shall maintain, at all times during the term of this Agreement, fire and extended insurance coverage on the premises. The Aurora Theatre shall be responsible for all insurance coverage on the contents of the premises, including a

general liability insurance policy with a minimum policy limit of \$3,000,000.00 per occurrence for bodily injury and \$5,000,000.00 per occurrence for death as well as workers' compensation for its employees. The Aurora Theatre's liability policy shall specifically include coverage for alcohol sales and related coverages. All policies shall name the City as additional insured and shall insure the City and the Aurora Theatre as their respective interests shall appear and shall contain a replacement cost endorsement. The Aurora Theatre shall keep policies in force during the term of this Agreement and for at least one year thereafter, and submit to the City evidence of renewal prior to the expiration of each term of insurance.

16. **ASSIGNMENT.** During the term of this Agreement, the Aurora Theatre shall not transfer or assign this Agreement without the express prior written consent of the City; provided, however, that the Aurora Theatre shall have the right without the consent of the City to rent the facilities to third parties for performances, contract with third parties for performances, and other uses as set forth herein.
  
17. **COMPLIANCE WITH APPLICABLE LAWS.** The Aurora Theatre shall comply at its expense with all applicable laws, orders and regulations of Federal, State and Municipal authorities and with any lawful direction of any public officer which shall impose any duty upon the Aurora Theatre with respect to the premises and which are made necessary by the Aurora Theatre's specific operation of the premises. The City shall be responsible for insuring that the Complex as constructed by the City complies with the Americans with Disabilities Act ("ADA").
  
18. **DEFAULT.**  
 In the event any party hereto shall breach or default in the performance of this Agreement or the Operation Agreement, and fails to cure said default within sixty (60) days of written notice of the default (provided however, that if such default cannot by its nature be fully cured within said sixty (60) day period, the defaulting party shall have a reasonable additional period to cure same provided that it continuously prosecutes the curing action with diligence, and further provided that such additional period to cure shall not exceed sixty (60) days in the aggregate), and such failure to cure continues for thirty (30) additional days after an effective reminder notice from the non-defaulting party to the defaulting party of such failure; then, in that event, the non-defaulting party may pursue all remedies available at law and equity including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, in no event shall either party be liable to the other party hereunder for any consequential, punitive, special or indirect damages under this Lease or under the Operation Agreement. In order for the aforementioned reminder notice to be effective, it must state on its face in BOLD 14-POINT FONT the following: **"FAILURE TO COMPLY WITH THIS NOTICE WITHIN THIRTY (30) DAYS AFTER THE DATE HEREOF SHALL CONSTITUTE A DEFAULT UNDER THE AGREEMENT."**

19. **NO ESTATE IN LAND.** This Agreement shall create the relationship of landlord and tenant between the City and the Aurora Theatre. No estate shall pass out of the City; the Aurora Theatre has only a usufruct, not subject to levy and sale, and not assignable by the Aurora Theatre except as set forth herein.

20. **EXPIRATION; HOLDING OVER.**

Not later than the Expiration Date (as such may be extended), the Aurora Theatre shall, at the Aurora Theatre's expense, remove all of the Aurora Theatre's personal property which has not become the property of the City, and surrender the Complex to the City in substantially the same condition as the Complex was in when received by the Aurora Theatre, except for (i) reasonable wear and tear, (ii) damage by the elements of fire or other casualty unless Aurora Theatre will be required to make or pay for repairs or replacements under the other provisions of this Agreement; (iii) condemnation; (iv) damage arising from any cause not required to be repaired, replaced or paid for by the Aurora Theatre, and (v) alterations as permitted by this Agreement unless consent was conditioned on their removal at the time the City gave its consent.

All property of the Aurora Theatre remaining on or in the Complex more than thirty (30) days after the Expiration Date (as such may be extended) shall be conclusively deemed "Abandoned" and may be removed by the City and the Aurora Theatre shall reimburse the City for the cost of such removal. The City may have any such property stored at the Aurora Theatre's risk and expense or the City may dispose of such property in any manner the City deems desirable without any liability whatsoever to the Aurora Theatre. The obligations imposed upon the Aurora Theatre by this paragraph shall survive the termination of this Agreement.

If the Aurora Theatre remains in possession of the premises after expiration of the term hereof, including any renewal or extension thereof, with the City's acquiescence and without any express agreement of parties, the Aurora Theatre shall be a tenant at sufferance and there shall be no renewal of this Agreement by operation of law.

21. **RIGHTS CUMULATIVE.** All rights, power, and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.
22. **WAIVER OF RIGHTS.** No failure of either party to exercise any power given to it hereunder, or to insist upon strict compliance by the other party with its obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the rights of such party to demand exact compliance with the terms hereof.
23. **TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement.

24. **NOTICES.** All notices and communications provided for hereunder shall be in writing, sent by hand delivery, by registered mail, postage prepaid, or by reputable overnight carrier, and addressed as follows:

(1) **TO THE CITY:**

To the City:

|              |                                               |
|--------------|-----------------------------------------------|
| City Manager | P.O. Box 2200<br>Lawrenceville, Georgia 30046 |
|--------------|-----------------------------------------------|

With copies to:

|                                       |                                                                                                 |
|---------------------------------------|-------------------------------------------------------------------------------------------------|
| V. Lee Thompson, Jr.<br>City Attorney | Thompson, Sweeny, Kinsinger & Pereira, P.C.<br>P.O. Drawer 1250<br>Lawrenceville, Georgia 30046 |
|---------------------------------------|-------------------------------------------------------------------------------------------------|

(2) **TO THE AURORA THEATRE:**

|                              |                                                                                                                              |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| To the Aurora Theatre, Inc.: | Anthony P. Rodriguez<br>Producing Artistic Director<br>Aurora Theatre, Inc.<br>P.O. Box 2014<br>Lawrenceville, Georgia 30046 |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------|

With copies to:

|                                |                                                                                              |
|--------------------------------|----------------------------------------------------------------------------------------------|
| Thomas J. Andersen<br>Attorney | Andersen, Tate & Carr, P.C.<br>1960 Satellite Boulevard, Suite 4000<br>Duluth, Georgia 30097 |
|--------------------------------|----------------------------------------------------------------------------------------------|

Either party may change its address for notice by notice to the other party in the manner set forth above at least ten (10) days prior to such change. A party's legal counsel may give any such notice.

25. **MODIFICATION.** No modification, amendment or alteration of any provision of this Agreement shall be effective unless contained in a written agreement signed by the parties hereto.

26. **FURTHER ASSURANCES.** Upon the request of the City, the Aurora Theatre shall duly sign and deliver, at the cost and expense of the Aurora Theatre, such further

instruments as may be reasonably necessary or proper to carry out the provisions and purposes of this Agreement.

27. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. To facilitate the execution and delivery of this Agreement, the parties may execute and exchange counterparts of the signature pages by facsimile or electronic transmission, and the signature page of either party to any counterpart may be appended to any other counterpart.

28. **ENTIRE AGREEMENT; INCORPORATION.**

a. This Agreement and the exhibits hereto, and the Operation Agreement and the exhibits thereto, contain the entire agreement between the parties and all prior negotiations and agreements are merged into this Lease and the Operation Agreement. No consent or approval of either party shall be deemed to have been given or to be effective for any purposes unless such consent or approval is set forth in a written instrument executed by such party.

b. All of the terms and provisions of the Operation Agreement are incorporated by reference as if fully rewritten herein, it being understood and agreed that this Agreement and the Operation Agreement are intended by the parties to constitute one agreement between the parties. In the event of a conflict between the terms of this Agreement and the Operation Agreement, the more specific of the conflicted terms shall prevail. This Agreement and the Operation Agreement shall be co-terminus, it being understood and agreed that a termination or expiration of one shall automatically be deemed to be the termination or expiration of the other. Likewise, a default under either the Operation Agreement or this Agreement shall be deemed a default under the other.

29. **LEASE.** The 2007 Sub-Lease Agreement and the Sub-Lease Modification Agreement [between the City and the Aurora Theatre] and approved June 4, 2014 is hereby deleted in its entirety.

30. **SPECIAL STIPULATION.**

(a) the Aurora Theatre acknowledges that its Co-Founders Anthony Rodriguez and Ann-Carol Pence play a special role in the success and reputation of the organization. Should either or both of the Co-Founders voluntarily depart the Aurora Theatre (and such departure is not tied to the death or disability of the Co-Founder(s) or to the termination of either Ann-Carol Pence or Anthony Rodriguez by the Board of the Directors of the Aurora Theatre) (such voluntary departure being referred to herein as the “Departing Event”), the City shall have the right to terminate this Lease Agreement unless said Co-Founders or the Board of Directors of the Aurora Theatre find substitutes for said Co-Founders reasonably acceptable to the City, and provided that any termination notice is provided to the Aurora Theatre in writing at least six



months in advance of the termination date and that the termination date is at least eighteen (18) months after the Departing Event (it being understood and agreed that the Aurora's right to cure the Departing Event by finding a substitute for said Co-Founder(s) shall continue during the period of time from the date the termination notice is given until the termination date).

(b) If either Anthony Rodriguez or Ann-Carol Pence shall voluntarily leave the Aurora Theatre, then the party who leaves agrees that he or she, as applicable, will not provide comparable productions at any other facility within twenty-five (25) miles of the Complex for a period of one year after his or her (as applicable) departure from the Aurora Theatre without the written consent of the City (such consent not to be unreasonably withheld conditioned or delayed). In the event of a violation of this provision by Anthony Rodriguez or Ann-Carol Pence, as applicable, then the City shall have the right to seek appropriate injunctive relief during the applicable one year period.

(c) The Aurora Theatre and its Co-Founders Anthony Rodriguez and Ann-Carol Pence shall not provide productions in competition with the Aurora Theatre and shall not open a second location of the Aurora Theatre within twenty-five (25) miles of the Complex during the term of this Agreement without the written consent of the City. Notwithstanding anything herein to the contrary, the City hereby acknowledges and agrees that the Aurora Theatre shall at all times be permitted to engage in co-productions and concerts in the surrounding areas provided that these events are done to promote and benefit the Aurora Theatre and the events to be carried out under this Agreement and that any such events will not compete with, negatively reflect upon, or operate to the detriment of those of the Aurora Theatre.

31. **QUIET ENJOYMENT.** The City covenants that the Aurora Theatre, on paying the payments herein required and on keeping, observing and performing all the other terms, covenants, conditions, provisions and agreements herein contained on the part of the Aurora Theatre to be kept, observed and performed, shall, during the Term, peaceably and quietly have, hold and enjoy the premises subject to the terms, covenants, conditions, provisions and agreements hereof without interference by any persons lawfully claiming by or through the City. The foregoing covenant is in lieu of any other covenant express or implied.
32. **FFE FINANCING.** The Aurora Theatre may, without the consent of the City, finance the purchase of furniture, fixtures, and/or equipment for the Complex in an amount not to exceed \$5,000,000.00 in principal in the aggregate at any given time. Within thirty (30) days after written request from the Aurora Theatre, the City hereby agrees for the benefit of the respective lender(s) to execute and deliver to the Aurora Theatre and the respective lender any reasonable commercially document(s) recognizing such financing (including, without limitation, a landlord's waiver).
33. **GOVERNING LAW.** This Agreement shall be construed and enforced in

accordance with the laws of the State of Georgia, without regard to the conflicts of laws principles thereof, calls for performance in Gwinnett County, Georgia and venue for any dispute arising hereunder shall lie exclusively in the state courts situated in Gwinnett County, Georgia.

34. **PARTIAL INVALIDITY**. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall remain valid and be enforceable to the fullest extent permitted by law.
35. **TERMINOLOGY**. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural; and the plural shall include the singular. Titles of Sections in this Agreement are for convenience only, and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Sections and Subsections thereof shall refer to the corresponding Section or Subsection of this Agreement unless specific reference is made to the sections or subsections of another document or instrument.
36. **OPERATION AGREEMENT**. The Parties shall pursue (in good faith and in a commercially reasonable manner) full execution of the Operation Agreement by the date of substantial completion of the Complex, and such Operation Agreement shall address, without limitation, the following: (a) scheduling procedures, (b) shared costs for joint spaces, (c) employment protocol for Complex employees, and (d) security and access to the Complex. This Agreement shall become null and void unless the parties have entered into an Operating Agreement by the date of substantial completion of the Complex, and in such event the Sub-Lease Agreement shall be automatically reinstated and rendered in full force and effect.

**IN WITNESS WHEREOF**, the Parties have executed this Lease Agreement under their hands and seals, the day and year first above written.

CITY OF LAWRENCEVILLE, GEORGIA

BY: \_\_\_\_\_  
Mayor Judy Jordan Johnson

ATTEST: \_\_\_\_\_  
City Clerk

AURORA THEATRE, INC.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_  
Anthony Rodriguez

\_\_\_\_\_  
Ann-Carol Pence



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** 2020 Board Appointments

**Department:** City Council

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** None

**Presented By:**

**Action Requested:**

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**Summary:** Annual board appointments are made in December for all positions that are vacant or that the term is expiring on December 31<sup>st</sup> of each year.



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** Amendment to Chapter 4 to allow Wholesale Liquor Warehousing

**Department:** City Council

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:** None

**Presented By:** Lee Thompson

**Action Requested:** Approve the ordinance amendment to Chapter 4 to allow Wholesale Liquor Warehousing.

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**Attachments/Exhibits:**

Ordinance to amend Chapter 4

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND THE PROVISIONS OF  
CHAPTER 4, ALCOHOLIC BEVERAGES, OF THE  
CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, TO  
REGULATE WHOLESALE DISTRIBUTION OF DISTILLED SPIRITS**

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 4 of the Code of the City of Lawrenceville, Georgia is hereby amended as follows:

Section 4-202 is deleted in its entirety and replaced with the following:

Section Sec. 4-202. - License Required.

Any person, firm or corporation designed to sale at wholesale any beer, wine or distilled spirits in the incorporated area of the City shall make application with the City Clerk, for a license to do so, which application shall be in writing on the forms authorized and prescribed by the City Clerk. No beer, wine, or distilled spirits shall be delivered to any retail sales outlet in the City except by a duly licensed wholesaler in licensed vehicles. The name of the wholesale distributor shall be clearly marked on the vehicles.

Except as specifically amended herein, all other provisions of Chapter 4 shall remain in full force and effect.

**IT IS SO ORDAINED**, this 11<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Judy Jordan Johnson, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

|                          |                                                                                                                         |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <b>Item:</b>             | Ordinance to Amend Article VII of the Development Regulations                                                           |
| <b>Department:</b>       | Planning and Development                                                                                                |
| <b>Date of Meeting:</b>  | Wednesday, December 11, 2019                                                                                            |
| <b>Fiscal Impact:</b>    | None                                                                                                                    |
| <b>Presented By:</b>     | Todd Hargrave                                                                                                           |
| <b>Action Requested:</b> | Approve the ordinance to amend Article VII of the Development Regulations section 7-101 to adopt current standard codes |

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**Summary:** The Uniform Codes Act is codified at Chapter 2 of Title 8 of The Official Code of Georgia Annotated. O.C.G.A. Section 8-2-20(9)(B). Below is a list of the current mandatory and permissive state codes. Each of these separate codes typically consist of a base code (e.g. The International Building Code as published by the International Code Council) and a set of Georgia amendments to the base code. The mandatory codes are applicable to all construction whether or not they are locally enforced and the permissive codes are only applicable if a local government chooses to adopt and enforce one or more of these codes. These codes are as follows:

Mandatory Codes:

- International Building Code
- International Residential Code for One- and Two-Family Dwellings
- International Fire Code
- International Plumbing Code
- International Mechanical Code
- International Fuel Gas Code
- National Electrical Code
- International Energy Conservation Code
- International Swimming Pool and Spa Code



- For information and questions regarding the Life Safety Code (NFPA 101) or the Georgia Accessibility Code please contact the State Fire Marshal's Office.

30.

**Permissive Codes:**

- Disaster Resilient Building Code IBC Appendix
- Disaster Resilient Building Code IRC Appendix
- International Property Maintenance Code
- International Existing Building Code
- National Green Building Standard

As noted above, the building, one and two family dwelling residential, fire, plumbing, mechanical, gas, electrical, energy, and swimming pool codes are mandatory codes, meaning that under Georgia law, any structure built in Georgia must comply with these codes, whether or not the local government chooses to locally enforce these codes.

**Attachments/Exhibits:**

Ordinance for Dev Reg VII for Standard Codes

**AN ORDINANCE TO AMEND ARTICLE VII  
OF THE CITY OF LAWRENCEVILLE DEVELOPMENT REGULATIONS  
TO ADOPT CURRENT STANDARD CODES BY REFERENCE**

The City Council of the City of Lawrenceville, Georgia hereby ordains that the City of Lawrenceville Development Regulations 2005 is amended by deleting Section 7-101 in its entirety and replacing it with the following:

7-101 Standard Codes.

It is the desire of The City of Lawrenceville to adopt, in all respects, the various Standard Codes relating to amusement devices, building, fire prevention, gas, grading, housing, mechanical, plumbing and swimming pools.

The adoption of these Codes is done to facilitate proper inspection activities by the City of Lawrenceville, Gwinnett County, Georgia relating to construction and to maintenance of buildings within the corporate limits of said town and relating to public safety, health and general welfare.

The following Codes are hereby adopted by reference as though they were copied herein fully:

International Building Code - 2018 Edition  
International Fuel Gas Code – 2018 Edition  
International Mechanical Code - 2018 Edition  
International Plumbing Code - 2018 Edition  
National Electric Code - 2017 Edition  
International Fire Code - 2018 Edition  
International Energy Conservation Code - 2015 Edition  
International Residential Code - 2018 Edition  
International Existing Building Code - 2018 Edition  
International Swimming Pool and Spa Code - 2018 Edition  
International Property Maintenance Code - 2018 Edition

The City of Lawrenceville hereby adopts these Code sections in the form with the Georgia amendments attached.

**IT IS SO ORDAINED**, this 11<sup>th</sup> day of December, 2019.

\_\_\_\_\_  
Judy Jordan Johnson, Mayor

Attest:

\_\_\_\_\_  
Karen Pierce, City Clerk



# LAWRENCEVILLE

## GEORGIA

### AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 11, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

**Item:** Intergovernmental Agreement with Downtown Development Authority for Million Dollar Fund Replacement

**Department:** City Manager

**Date of Meeting:** Wednesday, December 11, 2019

**Fiscal Impact:**

**Presented By:** Chuck Warbington

**Action Requested:** Approve the Intergovernmental Agreement with Downtown Development Authority for Million Dollar Fund Replacement and Expand the Boundaries of the Fund

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**Attachments/Exhibits:**

IGA Million Dollar Fund Revised 2019  
DDA Reimbursement Memo

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
LAWRENCEVILLE GEORGIA AND THE DOWNTOWN DEVELOPMENT  
AUTHORITY OF LAWRENCEVILLE, GEORGIA FOR THE REIMBURSEMENT OF  
THE MILLION-DOLLAR FUND**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDDA”), and shall replace and supersede a previous Intergovernmental Agreement between the same parties on the same matter dated March 20, 2014.

**W I T N E S S E T H:**

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

**WHEREAS**, the LDDA finds as its purpose in the Act (O.C.G.A. § 36-42-2) the revitalization and redevelopment of the central business district of the City of Lawrenceville and to “develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities and promote the general welfare of this state by creating a climate favorable to the location of new industry, trade, and commerce and the development of existing industry, trade, and commerce” within the City of Lawrenceville.

**WHEREAS**, the Act (O.C.G.A. § 36-42-8) empowers the LDDA to take actions necessary or convenient to carry out and effectuate its purposes, including actions necessary for the purpose of acquiring, constructing, leasing, financing and selling any “project” in furtherance of the public purpose for which it was created; and

**WHEREAS**, the Act (O.C.G.A. § 36-42-3(6)) defines “projects” to include the “acquisition, construction, installation, modification, renovation, or rehabilitation of land and interests in land, buildings, structures, facilities or other improvements located or to be located within the downtown development area,” all for the essential public purpose of the development of trade, commerce, industry and employment opportunities in the downtown development area; and

**WHEREAS**, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted a resolution on

November 7, 1983 creating the LDDA and designating a geographic area to be known as the downtown development area, which has since been altered from time to time; and

**WHEREAS**, the City desires to see certain projects completed by and through the LDDA for the purpose of revitalizing and redeveloping the downtown development area, and for the public good and general welfare of the citizens of the City; and

**WHEREAS**, the City has provided the LDDA with funds to be used solely for the purchase, renovation and re-development of projects related to the properties located within the downtown development area; and

**WHEREAS**, the parties wish to work cooperatively in the undertakings provided herein for the mutual benefit of the City and the LDDA.

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

1. Term. This Agreement shall become effective upon the date of execution and shall continue in effect until the funds are repaid to the City as set forth herein. Notwithstanding the foregoing, in no event shall the term of this Agreement extend past March 19, 2063.
2. City's Obligations. The City has previously transferred to the LDDA an amount not to exceed One Million and No/100 Dollars (\$1,000,000.00) (the "funds") to be used solely for the purchase, renovation and redevelopment of projects related to the properties located within the downtown development area.
3. LDDA's Obligations.
  - a. The LDDA agrees to hold the funds provided under this Agreement in a separate account and to use the funds solely for the purchase, renovation and redevelopment of properties located within the downtown development area. The location and type of account to be used for the funds shall be subject to approval by the City on a yearly basis.
  - b. The LDDA agrees to maintain the funds in a separate account and provide to the City an annual detailed accounting of receipts, assets, and expenditures of such funds within a reasonable time following the close of each fiscal year of the City. This annual detailed accounting shall also include any outstanding indebtedness owed to the LDDA including a schedule of all future principal and interest payments due to the LDDA on the indebtedness. If any funds from the account have been used for the purchase of properties that are being used for public purposes rather than for resale and redevelopment, the LDDA may

request that the City allow replenishment of the fund in an amount equal to the funds expended by the LDDA for the properties that are being used for public purposes. The City may approve such replenishment of the funds by specific action of the City Council provided that the replenishment of the funds shall not cause the balance in the fund to exceed One Million Dollars (\$1,000,000.00), inclusive of property held for resale and liquid assets.

- c. If at any annual detailed accounting, such account has liquid assets in excess of One Million and No/100 Dollars (\$1,000,000.00), such excess shall be paid to the City until such time as the full One Million and No/100 Dollars has been repaid.
  - d. Any funds spent by the LDDA for purposes other than those provided herein shall constitute a breach of this Agreement and these funds shall be immediately repaid to the City.
  - e. Funds provided under this Agreement shall only be used to purchase properties within the downtown development area to encourage redevelopment or distributed under a loan and/or grant program to be developed by the LDDA for the purchase, renovation and revitalization of eligible properties within the downtown development area. The terms of any loan or grant program shall be in compliance with all state and federal laws governing the operation of the LDDA, and approved by specific action of the City Council.
  - f. All repayment of loans from funds provided under this Agreement and all earnings from investments made with funds provided under this Agreement shall be placed in the separate account and used only for the purposes allowed under this Agreement.
- 4. Governing Law. This Agreement and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
  - 5. Entire Agreement. This Agreement expresses the entire understanding and agreement between the parties hereto.
  - 6. Severability. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
  - 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

8. Amendments or Modifications. No waiver, amendment, release, or modification of this Agreement shall be effective unless made in writing and executed by both parties hereto.

**CITY OF LAWRENCEVILLE, GEORGIA**

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_  
Judy Jordan Johnson, Mayor

Attest \_\_\_\_\_  
Karen Pierce, City Clerk

**DOWNTOWN DEVELOPMENT  
AUTHORITY OF LAWRENCEVILLE,  
GEORGIA**

Date Signed: \_\_\_\_\_

By \_\_\_\_\_  
Chairman

Attest \_\_\_\_\_  
Secretary

(AUTHORITY SEAL)





# LAWRENCEVILLE

GWINNETT • METRO ATLANTA

Office of  
The City Manager 31.

Chuck Warbington

TO: Mayor and Council

FROM: Chuck Warbington, City Manager

DATE: November 20, 2019

SUBJECT: DDA Reimbursement if \$1M IGA Fund Loan/Potential Modifications to IGA

The DDA has requested several items related to the \$1M IGA Fund Loan based on the IGA executed in March 2014. See attached.

- I. The DDA has requested reimbursement to the \$1M IGA Fund Loan for property acquired by the DDA and ultimately utilized for public use. These properties are summarized below:
  - a. **7-29-2014 - 188 Pike Street (Corner of Clayton and Pike) - \$312,120.87**
    - i. To be utilized with the Lawrenceville Performing Arts Center
  - b. **10-27-2016 – 394 N. Clayton Street - \$357,484.47**
    - i. To be utilized as Public Parking in the Depot area
  - c. **1-26-2017 – 200 E Crogan Street - \$158,255.91**
    - i. To be utilized in Hotel/Public Parking Deck Development

**The total request to be reimbursed is \$827,861.25**

Staff recommends the following for City reimbursement if Council decides to meet DDA's request: *(Note: This will not affect the City's budget or financial plan since these revenues were not budgeted)*

- a. Do not transfer to City \$461,950 from sale of GGC Tract of land. This amount is currently held in the DDA account.
- b. Do not transfer to City \$150,000 from the South Lawn Sewer Payment. This amount is currently held in the DDA account.
- c. Do not transfer \$215,911.25 of the contractual amount owed from Berkow/Novare (\$400,000 total). This amount is due with the purchase of Phase 2 of the South Lawn project anticipated to be late 2019 or early 2020.

- II. The DDA has also requested the Council consider extending the use of the \$1M IGA Fund Loan to the full limits of the DDA versus the current restriction of the nine block area. See attached for current limits of DDA.
- III. If limits of use of funds are expanded, the DDA would like to request that the following be reimbursed:
  - a. **8-2-2019 – 543 West Crogan Street (old Steve Reynolds Gas Station) - \$228,760.00**

Staff recommends allowing the DDA to reimburse itself out of the \$1M IGA Fund for the full amount of \$228,760 for this purchase prior to expanding the boundaries of the fund.

