LAWRENCEVILLE
GEORGIA

CITY COUNCIL SPECIAL CALL
AGENDA

Wednesday, May 13, 2020	Virtual Meeting
5:00 PM	70 S. Clayton St, GA 30046

********Public Attendance Information********

The meeting will be broadcast from our Facebook page and you are encouraged to view it from there using this link.
https://www.facebook.com/cityoflawrenceville

When: May 13, 2020 05:00 PM Eastern Time (US and Canada)
Topic: Mayor & Council - Special Call Meeting - May 13, 2020 - 5:00 PM

Please click the link below to join the webinar:
https://us02web.zoom.us/j/84444364721?pwd=M1Q0ZHN6cldGWFVMaGtaUkRpSGFXUT09
Password: 8002200

Or iPhone one-tap :
US: +13126266799,,84444364721# or +16465588656,,84444364721#
Or Telephone:
Dial(for higher quality, dial a number based on your current location):
US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782
Webinar ID: 844 4436 4721

Call to Order

Prayer

Pledge of Allegiance

Approval of Agenda

Council Business

1. Resolution and Intergovernmental Agreement with Downtown Development Authority for 2020 Series Bonds
2. First Amendment to Lease Agreement with the Aurora Theatre
3. An Ordinance to Delete Article VII from the Development Regulations of the City of Lawrenceville and Create Article VII in Chapter 10 of the Code of the City of Lawrenceville to Establish Administrative Provisions for the Application and Enforcement of Building Codes
4. Fiscal Year 2021 Capital Discussion

Final Adjournment

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: SPECIAL CALL, MAY 13, 2020
AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Resolution and Intergovernmental Agreement with Downtown Development Authority for 2020 Series Bonds
Department:	Finance
Date of Meeting:	Wednesday, May 13, 2020
Fiscal Impact:	N/A
Presented By:	Keith Lee
Action Requested:	Approve the Authorizing Resolution and Intergovernmental Agreement with Downtown Development Authority for 2020 Series Bond

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Summary: A Request for Proposals was issued to banks to provide funding options for the 2020 Series Bonds. Three proposals were submitted from JP Morgan, Renasant Bank, and United Community Bank. The bonds are for an amount up to $18,500,000 and include a refunding of the Series 2012 DDA Bonds. The intergovernmental agreement is between the City and the Downtown Development Authority for payment of the bonds.

Fiscal Impact: Not Applicable

Attachments/Exhibits:
Authorizing Resolution_20_Lawrenceville Land Purchase_35434893_1
Lawrenceville, City of, Series 2020 – RFP Presentation – Final.pdf
Intergovernmental Contract_20_Larenceville Land Purchase_52881301_1.pdf

City of Lawrenceville, Georgia

Series 2020 Taxable Economic Development Revenue Bond

RFP Results Presentation

May 11 / 13, 2020

Request for Proposals Solicitation

- On Tuesday, April 14, 2020, Davenport & Company, in our capacity as financial advisor to the City of Lawrenceville (the “City”) distributed a Request for Proposals (“RFP”) to over 25 local, regional, and national lending institutions. The RFP was distributed for the purpose of obtaining a commercial loan evidenced by the City’s Taxable Economic Development Revenue Bond, Series 2020 (the “Series 2020 Bond”).

- The proceeds from the 2020 Bond will be used to:

  – Finance the acquisition by the Authority of existing property(ies) along the State Route 316 corridor for redevelopment (the “New Money”).

  – Refinance the Authority’s Series 2012 Economic Development Revenue Bond for the purposes of annual debt service savings only (the “Refinancing”).

- Davenport requested two options – the first being for separate rates on the new money and refinancing portions and the second being a combined, blended rate.

- On Monday, May 4, 2020 Davenport received <u>3 proposals</u> from the following lending institutions which have been listed below.

JP Morgan (1.26% / 2.18%)(1)	Renasant Bank (3.55%)	United Community Bank (2.85%)

(1) Indicative Rates as of May 4. JP Morgan also provided [illegible]onal rates based on the prepayment option chosen.

Summary of Top Proposal

JP Morgan	
Taxable Economic Development Revenue Bond, Series 2020 Option 1A and 1B (Separate Rates)	
Amount:	Up to $18,500,000
Term	15 Years[1]
Rate[2]:	Refunding Portion: 1.26% New Money Portion: 2.18% (Indicative Rates as of May 4)
Prepayment[2]:	Callable at par on (or after) June 1, 2025
Closing Date:	June 12, 2020[3]

JP Morgan provided the lowest interest rate options along with other favorable terms such as prepayment flexibility.

(1) The New Money Portion will have a June 1, 2030 Mandatory Tender Date.
(2) JP Morgan provided ad[illegible]al options based on the prepayment option chosen.
(3) Preliminary, Subject to Change.

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Series 2012 Refunding Results

Summary of Bonds Refunded	
Series 2012 Bonds	
Coupon(s)	2.50%
Maturities Refunded	2021 – 2023
Par Refunded	$2,955,000
Call Date	June 12, 2020

Summary of Refunding Results	
Gross Savings	$44,549
Net Present Value Savings	67,549
Percent Savings	2.29%
All-In TIC	1.26%
Negative Arbitrage	N/A

Estimated Refunding Results

Fiscal Year Ending	Prior Debt Service	Refunding Debt Service	Savings
6/30/2021	$1,033,875	$1,016,462	$17,413
6/30/2022	1,034,875	1,020,263	14,612
6/30/2023	1,035,250	1,022,726	12,524
Total	**$3,104,000**	**$3,059,451**	**$44,549**

Preliminary, Subject to Change.
Assumes that all of costs of issuance are on t[illegible] money bond. Assumes Closing on June 12, 2020.

Series 2020 New Money Debt Service

	New Money Debt Service Full Amortization Schedule			New Money Debt Service Mandatory Tender		
Year	Principal	Interest	Total	Principal	Interest	Total
2021	$95,000	$321,763	$416,763	$95,000	$321,763	$416,763
2022	80,000	329,834	409,834	80,000	329,834	409,834
2023	80,000	328,090	408,090	80,000	328,090	408,090
2024	1,105,000	326,346	1,431,346	1,105,000	326,346	1,431,346
2025	1,130,000	302,257	1,432,257	1,130,000	302,257	1,432,257
2026	1,155,000	277,623	1,432,623	1,155,000	277,623	1,432,623
2027	1,180,000	252,444	1,432,444	1,180,000	252,444	1,432,444
2028	1,205,000	226,720	1,431,720	1,205,000	226,720	1,431,720
2029	1,230,000	200,451	1,430,451	1,230,000	200,451	1,430,451
2030	1,255,000	173,637	1,428,637	7,965,000	173,637	8,138,637
2031	1,285,000	146,278	1,431,278			-
2032	1,315,000	118,265	1,433,265			-
2033	1,340,000	89,598	1,429,598			-
2034	1,370,000	60,386	1,430,386			-
2035	1,400,000	30,520	1,430,520			-
Total	**$15,225,000**	**$3,184,212**	**$18,409,212**	**$15,225,000**	**$2,739,165**	**$17,964,165**

J.P. Morgan has a Mandatory Tender Date option of June 1, 2030. In other words, the Bond would essentially only be for a 10 Year amortization and then a balloon payment on June 1, 2030 that would need to be refinanced prior to maturity.

Davenport ran a scenario to determine what the final five years interest rate would need to be in order to breakeven with the higher 15 year fixed rate provided by United Community Bank. The City would need to receive a 6.19% or better in order be better off with the J.P. Morgan Proposal. Davenport believes, when the time comes, the City will be able to receive a better rate than 6.19%. This scenario is further detailed in the appendix.

Preliminary, Subject to Change.
Net of estima[illegible]st of issuance. Assumes Closing on June 12, 2020.

Combined Series 2020 Debt Service

	Series 2020 Refunding Portion (1.26%)			Series 2020 New Money Portion (2.18%)			Aggregate Debt Service		
Year	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total
2021	$980,000	$36,462	$1,016,462	$95,000	$321,763	$416,763	$1,075,000	$358,225	$1,433,225
2022	995,000	25,263	1,020,263	80,000	329,834	409,834	1,075,000	355,097	1,430,097
2023	1,010,000	12,726	1,022,726	80,000	328,090	408,090	1,090,000	340,816	1,430,816
2024				1,105,000	326,346	1,431,346	1,105,000	326,346	1,431,346
2025				1,130,000	302,257	1,432,257	1,130,000	302,257	1,432,257
2026				1,155,000	277,623	1,432,623	1,155,000	277,623	1,432,623
2027				1,180,000	252,444	1,432,444	1,180,000	252,444	1,432,444
2028				1,205,000	226,720	1,431,720	1,205,000	226,720	1,431,720
2029				1,230,000	200,451	1,430,451	1,230,000	200,451	1,430,451
2030				1,255,000	173,637	1,428,637	1,255,000	173,637	1,428,637
2031				1,285,000	146,278	1,431,278	1,285,000	146,278	1,431,278
2032				1,315,000	118,265	1,433,265	1,315,000	118,265	1,433,265
2033				1,340,000	89,598	1,429,598	1,340,000	89,598	1,429,598
2034				1,370,000	60,386	1,430,386	1,370,000	60,386	1,430,386
2035				1,400,000	30,520	1,430,520	1,400,000	30,520	1,430,520
Total	$2,985,000	$74,451	$3,059,451	$15,225,000	$3,184,212	$18,409,212	$18,210,000	$3,258,663	$21,468,663

Preliminary, Subject to Change.
Net of estima[illegible]st of issuance. Assumes Closing on June 12, 2020.

Recommendation & Rationale

- Davenport recommends that the City accept Option 1A and 1B from J.P. Morgan to finance the Series 2020 Taxable Economic Development Revenue Bond. This recommendation is based upon the following:

  – The proposal does not require any mandatory banking or depository requirements.

  – The 5-year call option interest rate was the lowest rate that offered prepayment flexibility.

    – This would allow the City to lock in or refinance the final 5 years of the loan as early as June 1, 2025

  – Once the rate lock agreement is signed, the rate will be fixed to final maturity.

  – The breakeven rate (6.19%) justifies moving forward with the lower 10 year rate. Due to the breakeven rate, Davenport believes the City can receive a better rate then 6.19% when the City has the option to refinance.

Next Steps

Date		Action
April 14	✓	Davenport Distributed Request for Proposals to Local, Regional and National Banking Institutions.
Balance of April	✓	Davenport communicated with potential lenders.
May 4	✓	Davenport Received Responses to the City's Request for Proposals.
May 11		DDA Meeting: Davenport to present RFP results and the Board to make the formal award. Board adopts Bond resolution.
May 13		City Council Work Session: City Council meets to approve Series 2020 Bond parameters and necessary City documents.
Balance of May		File for Bond Validation
Early June		Validation Hearing*
June 12*		Close on Series 2020 Bond

*Note: Preliminary, Subject to Change.

Appendix

City of Lawrenceville, Georgia

Summary of Combined Options

Summary of Combined Options							
		J.P. Morgan - Option 1 - Separate Rates			J.P. Morgan - Option 2 - Blended Rate		
Fiscal Year	United Community Bank	Make Whole Call Option	Three Year Call (June 1, 2023)	Five Year Call (June 1, 2025)	Make Whole Call Option	Three Year Call (June 1, 2023)	Five Year Call (June 1, 2025)
Interest Rate	2.85%	1.26% / 2.03%	1.26% / 2.31%	1.26% / 2.18%	2.02%	2.30%	2.17%
2020	$ 1,037,375	$ 1,037,375	$ 1,037,375	$ 1,037,375	$ 1,037,375	$ 1,037,375	$ 1,037,375
2021	1,504,529	1,416,086	1,442,413	1,433,225	1,416,602	1,446,032	1,433,083
2022	1,502,363	1,417,301	1,444,997	1,430,097	1,416,430	1,449,910	1,432,372
2023	1,501,740	1,417,937	1,445,728	1,430,816	1,419,816	1,450,645	1,434,370
2024	1,505,493	1,413,384	1,446,269	1,431,346	1,417,697	1,445,805	1,435,826
2025	1,504,855	1,415,851	1,445,859	1,432,257	1,420,174	1,450,505	1,436,739
2026	1,503,363	1,417,810	1,444,872	1,432,623	1,417,146	1,449,515	1,432,109
2027	1,506,015	1,414,262	1,443,307	1,432,444	1,418,714	1,447,950	1,432,046
2028	1,502,670	1,415,308	1,441,164	1,431,720	1,419,777	1,445,810	1,436,440
2029	1,503,470	1,415,847	1,443,444	1,430,451	1,420,335	1,448,095	1,435,183
2030	1,503,273	8,085,878	8,195,031	8,138,637	8,100,388	8,214,690	8,163,383
2031	1,502,078	-	-	-	-	-	-
2032	1,504,885	-	-	-	-	-	-
2033	1,506,553	-	-	-	-	-	-
2034	1,502,080	-	-	-	-	-	-
2035	1,501,610	-	-	-	-	-	-
Total	$ 23,592,349	$ 21,867,036	$ 22,230,457	$ 22,060,991	$ 21,904,454	$ 22,286,332	$ 22,108,923
	Breakeven Rate	7.16%	5.36%	6.19%	6.97%	5.08%	5.95%

The J.P. Morgan Proposal had a Mandatory Tender Date of June 1, 2030. In other words, the Bond would essentially only be for a 10 Year amortization and then a balloon payment on June 1, 2030 that would need to be refinanced. Davenport performed the analysis to determine what the final five years interest rate would need to be in order to breakeven with the higher 15 year fixed rate provided by United Community Bank.

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Version 01/13/2014 CH/DJG/RC/CR

AUTHORIZING RESOLUTION

WHEREAS, in furtherance of the purposes for which it was created, the Downtown Development Authority of the City of Lawrenceville, Georgia (the “Authority”) proposes to issue (1) $[AMOUNT-A] in original principal amount of its Taxable Economic Development Refunding Revenue Bond, Series 2020A (the “Series 2020A Bond”), for the purpose of obtaining funds to refund $2,955,000 in principal amount of the Authority’s Taxable Economic Development Revenue Bond, Series 2012, maturing on February 1, 2023 (the “Refunded Bond”), in order to refinance the costs of acquiring, rehabilitating, and improving approximately 31.756 acres of land located adjacent to Georgia Gwinnett College within the downtown development area of the City of Lawrenceville, Georgia (the “College Land”), in order to preserve the College Land for future development, and (2) $[AMOUNT-B] in original principal amount of its Taxable Economic Development Revenue Bond, Series 2020B (the “Series 2020B Bond”), for the purpose of obtaining funds to finance the costs of acquiring, rehabilitating, and improving parcels of land located within an area bounded by State Route 316, State Route 20, Collins Hill Road, and Hurricane Shoals Road, within the downtown development area of the City of Lawrenceville, Georgia (the “SR316 Land”), in order to preserve the SR316 Land for future development, and to finance the costs of issuing the Series 2020A Bond and the Series 2020B Bond (collectively the “Bonds”); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia of 1983 authorizes any municipality of the State of Georgia to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contracts deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide; and

WHEREAS, Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia of 1983 provides that the development of trade, commerce, industry, and employment opportunities is a public purpose vital to the welfare of the people of the State of Georgia; and

WHEREAS, Section 48-5-350 of the Official Code of Georgia Annotated provides that municipal taxes may be levied and collected for the public purpose of providing financial assistance to municipal development authorities for the purpose of developing trade, commerce, industry, and employment opportunities, as long as any tax for this purpose does not exceed three (3) mills per dollar upon the assessed value of the taxable property in the municipality levying the tax; and

WHEREAS, Section 36-42-8(10) of the Official Code of Georgia Annotated authorizes the City of Lawrenceville, Georgia (the “City”) to enter into contracts with the Authority; and

WHEREAS, in consideration of the issuance of the Series 2020A Bond to refund the Refunded Bond, in order to refinance the costs of acquiring, rehabilitating, and improving the College Land, and the Series 2020B Bond to finance the costs of acquiring, rehabilitating, and improving the SR316 Land and to finance the costs of issuing the Bonds, the City proposes to enter into an Intergovernmental Economic Development Contract (the “Contract”), to be dated the date of its execution and delivery, with the Authority, under the terms of which the City

(1) will agree to make payments to the Authority in amounts sufficient to enable the Authority to pay, among other things, the principal of, premium, if any, and interest on the Bonds when due, and (2) will agree to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City's obligations under the Contract; and

WHEREAS, the Authority will sell the Bonds to JPMorgan Chase Bank, N.A. (the "Bond Buyer") pursuant to a Bond Purchase Agreement, to be dated the date of its execution and delivery, between the Authority and the Bond Buyer; and

WHEREAS, pursuant to the terms of an Assignment and Security Agreement, to be dated the date of its execution and delivery, between the Authority and the Bond Buyer, the Authority will pledge the amounts received from the City under the Contract as security for payment of the Bonds; and

WHEREAS, after careful study and investigation, the City desires to enter into the Contract;

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

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

2. The Mayor or Mayor Pro Tempore of the City is hereby authorized and directed to execute on behalf of the City the Contract, and the City Clerk of the City is hereby authorized and directed to affix thereto and attest the seal of the City, upon proper execution and delivery of the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of the City be required as a prerequisite to the effectiveness thereof, and the Mayor or Mayor Pro Tempore and City Clerk of the City are authorized and directed to deliver the Contract on behalf of the City to the other parties thereto, and to execute and deliver all such other contracts, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Bonds and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

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

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 13th day of May 2020.

CITY OF LAWRENCEVILLE, GEORGIA

(SEAL)

By: ___________________________________
Mayor

Attest:

____
City Clerk

CITY CLERK'S CERTIFICATE

I, **KAREN PIERCE,** the duly appointed, qualified, and acting City Clerk of the City of Lawrenceville, Georgia (the "City"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on May 13, 2020, by the City Council of the City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the City, by a vote of _____Yea and _____ Nay, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the City, which is in my custody and control.

GIVEN under my hand and the seal of the City, this 13th day of May 2020.

(SEAL)

____
City Clerk, City of Lawrenceville, Georgia

35434893.v1

**DOWNTOWN DEVELOPMENT AUTHORITY OF
THE CITY OF LAWRENCEVILLE, GEORGIA**
(a public corporation created
and existing under the laws of the State of Georgia)

and

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

INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT

Dated as of June __, 2020

THE RIGHTS AND INTEREST OF THE DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF LAWRENCEVILLE, GEORGIA IN THIS INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT AND THE REVENUES AND RECEIPTS DERIVED THEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN ASSIGNED AND ARE THE SUBJECT OF A GRANT OF A SECURITY INTEREST TO JPMORGAN CHASE BANK, N.A., UNDER AN ASSIGNMENT AND SECURITY AGREEMENT DATED THE DATE HEREOF.

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[to be updated]

INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT

This **INTERGOVERNMENTAL ECONOMIC DEVELOPMENT CONTRACT**, made and entered into as of June __, 2020, by and between the City of Lawrenceville, Georgia (the "City"), a municipal corporation duly created and existing under the laws of the State of Georgia, and the Downtown Development Authority of the City of Lawrenceville, Georgia (the "Authority"), a public corporation duly created and existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, the Authority proposes to issue, sell, and deliver (1) its revenue bond to be known as "Downtown Development Authority of the City of Lawrenceville, Georgia Taxable Economic Development Refunding Revenue Bond, Series 2020A," in the principal amount of $[AMOUNT-A] (the "Series 2020A Bond"), for the purpose of obtaining funds to refund $2,955,000 in principal amount of the Authority's Taxable Economic Development Revenue Bond, Series 2012, maturing on February 1, 2023 (the "Refunded Bond"), in order to refinance the costs of acquiring and improving approximately 31.756 acres of land located adjacent to Georgia Gwinnett College within the downtown development area of the City of Lawrenceville, Georgia (the "College Land"), in order to preserve the College Land for future development, and (2) its revenue bond to be known as the "Downtown Development Authority of the City of Lawrenceville, Georgia Taxable Economic Development Refunding Revenue Bond, Series 2020B," in the principal amount of $[AMOUNT-B] (the "Series 2020B Bond"), for the purpose of obtaining funds to finance the costs of acquiring, rehabilitating, and improving parcels of land located within an area bounded by State Route 316, State Route 20, Collins Hill Road, and Hurricane Shoals Road, within the downtown development area of the City of Lawrenceville, Georgia (the "SR316 Land"), in order to preserve the SR316 Land for future development, and to finance the costs of issuing the Series 2020A Bond and the Series 2020B Bond (each a "Bond" and collectively the "Bonds"); and

WHEREAS, the Authority and the City propose to enter into this Contract, under the terms of which the City (1) will agree to make payments to the Authority in amounts sufficient to enable the Authority to pay, among other things, the principal of, premium, if any, and interest on the Bonds when due and (2) will agree to levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, at such rates within the three (3) mill limit or such greater millage limit hereafter authorized under applicable law, as may be necessary to produce in each year revenues that are sufficient to fulfill the City's obligations under this Contract; and

WHEREAS, the Authority proposes to sell the Bonds at private sale to JPMorgan Chase Bank, N.A. (the "Bond Buyer") pursuant to a Bond Purchase Agreement to be dated the date hereof (the "Bond Purchase Agreement"), between the Authority and the Bond Buyer; and

WHEREAS, to secure its obligation to pay principal of, premium, if any, and interest on the Bonds, the Authority proposes to assign and pledge to the Bond Buyer, and proposes to grant a first priority security interest in, all of its right, title, and interest in this Contract (except for the

Unassigned Rights, as defined herein) and all revenues, payments, receipts, and moneys to be received and held thereunder, pursuant to an Assignment and Security Agreement, to be dated the date hereof (the "Assignment"), between the Authority and the Bond Buyer;

NOW, **THEREFORE**, in consideration of the respective representations and agreements hereinafter contained and in furtherance of the mutual public purposes hereby sought to be achieved, the City and the Authority do hereby agree, as follows:

ARTICLE I

DEFINITIONS

Certain words and terms used in this Contract shall have the meaning given them in Section 16.1 of the Bond Purchase Agreement, which by this reference is incorporated herein. In addition to the words and terms defined elsewhere herein, the following words and terms shall have the meanings set forth below. When used herein, such words and terms shall have the meanings given to them by the language employed in Section 16.1 of the Bond Purchase Agreement and in this Article I defining such words and terms, unless the context or use clearly indicates otherwise.

"Additional Contract" means a contract or supplemental agreement between the City and the Authority or any other development authority that is now existing or that may hereafter be created or activated, pursuant to the terms of which a payment obligation is created or expanded from the City to any such authority.

"Authority" shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

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

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

"Bond Buyer" shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated as of even date herewith, between the Authority and JPMorgan Chase Bank, N.A., as the same may be supplemented and amended from time to time in accordance with the provisions thereof.

"Bonds" means, collectively, the Series 2020A Bond and the Series 2020B Bond.

"City" shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

"College Land" means the real estate described in Exhibit A attached hereto, which, by this reference thereto, is incorporated herein.

"Contract" means this Intergovernmental Economic Development Contract between the City and the Authority, as it may be supplemented and amended from time to time in accordance with the provisions hereof.

"Contracts" means this Contract and all Additional Contracts.

"Land" means, collectively, the College Land and the SR316 Land.

"Refunded Bond" shall have the meaning assigned to that term in the recitals to this Contract and its successors and assigns.

"Series 2020A Bond" shall have the meaning assigned to that term in the recitals to this Contract, as it may be amended, restated, supplemented, or modified from time to time.

"Series 2020B Bond" shall have the meaning assigned to that term in the recitals to this Contract, as it may be amended, restated, supplemented, or modified from time to time.

"SR316 Land" means the real estate described in Exhibit B attached hereto, which, by this reference thereto, is incorporated herein.

"Tax" means the three mill ad valorem tax authorized by Section 48-5-350 of the Official Code of Georgia Annotated.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations of the City. The City makes the following representations as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The City is a municipal corporation duly created and validly existing under the laws of the State. The City has all requisite power and authority under the laws of the State to enter into, perform its obligations under, and exercise its rights under this Contract.

(b) Public Purpose. The City has determined that the financing and refinancing of the acquisition, rehabilitation, and improvement of the Land by the Authority would be in the best interest of the City and the inhabitants thereof and that the same will achieve valid public purposes and will develop trade, commerce, industry, and employment opportunities for the benefit of the City and the inhabitants thereof.

(c) Feasibility. There exists a need in the City to revitalize and redevelop the central business district of the City and to promote trade, commerce, industry, and employment opportunities, and the financing and refinancing of the acquisition, rehabilitation, and improvement of the Land as herein contemplated is a desirable method to meet such need. The Authority has represented to the City that the assistance by the City in financing and refinancing the acquisition, rehabilitation, and improvement of the Land by the Authority is of critical importance to the Authority in making the determination as to the feasibility of the Authority acquiring, rehabilitating, and improving the Land. The City has determined that the best method of accomplishing and financing and refinancing the cost of the acquisition, rehabilitation, and improvement of the Land is for the same to be accomplished by the Authority with the cooperation of the City in the manner provided for in this Contract.

(d) Legal Authority. The City is authorized by Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia of 1983, to contract for any period not exceeding fifty years with the Authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contracts deal with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide. Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia of 1983 provides that the development of trade, commerce, industry, and employment opportunities is a public purpose vital to the welfare of the people of the State. The City is authorized by Section 48-5-350 of the Official Code of Georgia Annotated to levy and collect municipal taxes upon all taxable property within the limits of the City to provide for financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities; provided the tax levied for the purposes provided in that code section shall not exceed three (3) mills per dollar upon the assessed value of the property.

(e) Encumbrances on Three Mill Tax. The City represents that there is not presently in force and effect any other contract or agreement that obligates the City to levy the three (3) mill municipal tax authorized by Section 48-5-350 of the Official Code of Georgia Annotated, to provide revenues to fulfill the City’s obligations under such contract or agreement.

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

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

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

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

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

(k) Restrictions on the City. The City is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The City is not subject to any bylaw or contractual or other limitation or provision of any nature whatsoever that in any way limits, restricts, or prevents it from entering into this Contract and performing its obligations hereunder.

(l) Disclosure. The representations of the City contained in this Contract and any certificate, document, written statement, or other instrument furnished by or on behalf of the City to the Authority or the Bond Buyer in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the City has not disclosed to the Authority or the Bond Buyer in writing that materially and adversely affects or in the future may (so far as the City can now reasonably foresee) materially and adversely affect the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the City, or the ability of the City to perform its obligations under this Contract or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Contract, which has not been set forth in writing to the Bond Buyer or in the certificates, documents, and instruments furnished to the Bond Buyer by or on behalf of the City prior to the date of execution of this Contract in connection with the transactions contemplated hereby.

(m) Financial Statements. The balance sheet of the City as of June 30, 2019, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the ten months ended June 30, 2019 (copies of which, audited by Mauldin & Jenkins, LLC, independent certified public accountants, have been furnished to the Bond Buyer) present fairly the financial position of the City as of June 30, 2019, and the results of its operations and its cash flows for the ten months ended June 30, 2019, with such exceptions as may be disclosed in the audit report. Since June 30, 2019, there has been no material adverse change in the financial position or results of operations or cash flows of the City.

Section 2.2 **Representations of the Authority.** The Authority makes the following representations as the basis for the undertakings on its part herein contained:

(a) Legal Authority. The Authority is a public corporation duly created and validly existing under and by virtue of the laws of the State, including the provisions of the Act, for the purpose of developing and promoting for the public good and general welfare trade, commerce, industry, and employment opportunities, to promote the general welfare of the 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, and to revitalize and redevelop the central business district of the City. The Authority has all requisite power and authority under the Act and the laws of the State (1) to issue its revenue bonds and to use the proceeds thereof for the purpose of paying all or any part of the cost of any "project," which includes the acquisition, construction, installation, modification, renovation, or rehabilitation of land, interests in land, buildings, structures, facilities, or other improvements located or to be located within the downtown development area designated by the Governing Body of the City, and the acquisition, installation, modification, renovation, rehabilitation, or furnishing of fixtures, machinery, equipment, furniture, or other property of any nature whatsoever used on, in, or in connection with any such land, interest in land, building, structure, facility, or other improvement, all for the essential public purpose of the development of trade, commerce, industry, and employment opportunities in its authorized area of operation, which project may be for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the Authority determines, by a duly adopted resolution, that the project and such use thereof would further the public purpose of the Act, to otherwise carry out the purposes of the Act, refunding any such bonds of the Authority theretofore issued, whether or not the bonds to be refunded have matured, and paying all other costs of the Authority incident to or necessary and appropriate to such purposes; (2) to acquire by purchase or otherwise and to hold, lease, and dispose of real and personal property of every kind and character, or any interest therein; (3) to make and execute contracts, agreements, and other instruments necessary or convenient to exercise the powers of the Authority or to further the public purpose for which the Authority is created, including, but not limited to, contracts with respect to the use of projects; (4) to contract for any period, not exceeding 50 years, with any municipal corporation of the State for the use by any such municipal corporation of any facilities or services of the Authority, provided that such contracts shall deal with such activities and transactions as the Authority and any such municipal corporation are authorized by law to undertake; and (5) as security for repayment of its revenue bonds, to pledge, convey, assign, hypothecate, or otherwise encumber any property of the Authority and to execute any agreement for the sale of its revenue bonds, security agreement, assignment, or other agreement or instrument as may be necessary or desirable, in the judgment of the Authority, to secure any such revenue bonds. The Authority has found that the acquisition, rehabilitation, and improvement of the Land in order to preserve the Land for future development constitutes a "project" within the meaning of that term as defined in the Act, has found that such acquisition, rehabilitation, and improvement of the Land will develop and promote for the public good and general welfare trade, commerce, industry, and employment opportunities, will promote the general welfare of the 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, and will revitalize and redevelop the central business district of the City, and has found that such acquisition of the Land and the use thereof will further the public purpose of the Act.

(b) Feasibility. The Authority has found and determined and does hereby declare that the most feasible way to finance and refinance the cost of acquiring, rehabilitating, and improving the Land and to achieve the public purposes referred to in this Contract is to issue the Bonds and to pledge to the Bondholder the payments which the City has agreed to make to the Authority pursuant to the provisions of Section 5.1 of this Contract.

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

(d) Agreements Are Legal and Authorized. The execution and delivery by the Authority of this Contract, the Bonds, the Bond Purchase Agreement, and the Assignment and the compliance by the Authority with all of the provisions of each thereof (i) are within the purposes, powers, and authority of the Authority; (ii) have been done in full compliance with the provisions of the Act and have been approved by the Governing Body of the Authority and are legal and will not conflict with or constitute on the part of the Authority a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Authority is a party or by which the Authority or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Authority. This Contract, the Bond Purchase Agreement, and the Assignment, when executed by the other parties hereto or thereto, will have been duly and validly executed and delivered by the Authority, will be in full force and effect as to the Authority, and will constitute the legal, valid, binding, and enforceable obligations of the Authority, enforceable in accordance with their terms. The Bonds, when issued, delivered, and paid for as in the Bond Purchase Agreement and in the Bond Resolution provided, will have been duly and validly authorized and issued and will constitute valid and binding obligations of the Authority enforceable in accordance with its terms.

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

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

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

(h) Disclosure. The representations of the Authority contained in this Contract and any certificate, document, written statement, or other instrument furnished to the Bond Buyer by or on behalf of the Authority in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact relating to the Authority and do not omit to state a material fact relating to the Authority necessary in order to make the statements contained herein and therein relating to the Authority not misleading. Nothing has come to the attention of the Authority that would materially and adversely affect or in the future may (so far as the Authority can now reasonably foresee) materially and adversely affect any transactions contemplated by this Contract, the Bond Purchase Agreement, and the Assignment, which has not been set forth in writing to the Bond Buyer or in the certificates, documents, and instruments furnished to the Bond Buyer by or on behalf of the Authority prior to the date of execution of this Contract in connection with the transactions contemplated hereby.

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

Section 2.3 Reliance by Bondholder. The City and the Authority acknowledge and agree that these representations and warranties are made to induce the Bond Buyer to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by the City and the Authority in the Bond Documents are made for the benefit of the Bondholder and may be relied upon by the Bondholder and shall remain operative and in full force and effect (unless expressly waived in writing by the Bond Buyer), regardless of any investigations made by the Bond Buyer or on its behalf, and shall survive delivery of the Bonds to the Bond Buyer.

ARTICLE III

TERM OF CONTRACT; CONTRACT AS SECURITY FOR BOND

Section 3.1 Term. The term of this Contract shall commence with the execution and delivery hereof and shall extend until 91 days after the principal of, premium, if any, and interest on the Bonds have been paid in full, but in no event shall the term hereof exceed fifty years from the date hereof. The obligations of the City set forth in Section 5.1(b) hereof shall survive the termination of this Contract, but in no event shall extend beyond fifty years from the date hereof.

Section 3.2 This Contract as Security for the Bonds. The parties hereto agree and intend that:

(a) This Contract shall constitute security for the benefit of the Bondholder and the obligations of the City hereunder shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim, except for payment, it may otherwise have against the Authority or the Bondholder. The City agrees that it shall not (i) withhold, suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.1 hereof; (ii) fail to observe any of its other agreements contained in this Contract; or (iii) terminate its obligations under this Contract for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Authority to acquire, rehabilitate, or improve the Land, any change or delay in the time of availability of the Land, any acts or circumstances that may impair or preclude the use or possession of the Land, any defect in the title, merchantability, fitness, or condition of the Land or in the suitability of the Land for the Authority's purposes or needs, failure of consideration, any declaration or finding that the Bonds are unenforceable or invalid, the invalidity of any provision of this Contract, any acts or circumstances that may constitute an eviction or constructive eviction, the taking by eminent domain of title to or the use of all or any part of the Land, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract. Nothing contained in this Section 3.2(a) shall be construed to release the Authority from the performance of any of the agreements on its part herein contained. In the event the Authority should fail to perform any such agreement on its part, the City may institute such action against the Authority as the City may deem necessary to compel performance so long as such action does not abrogate the City's obligations hereunder. The Authority hereby agrees that it shall not take or omit to take any action that would cause this Contract to be terminated.

(b) The payments to be made hereunder by the City to the Authority will be assigned and pledged by the Authority to the Bondholder pursuant to the Assignment.

(c) Following the issuance of the Bonds, the payments to be made to the Authority by the City under the provisions of Section 5.1 of this Contract shall be made directly to the Bondholder for the account of the Authority.

(d) This Contract may not be amended, changed, modified, altered, or terminated except as provided in the Bond Purchase Agreement and in each instance only with the prior written consent of the Bondholder.

(e) The Authority may assign, grant a security interest in, or otherwise transfer its rights in this Contract to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Authority herein or otherwise. It is understood and agreed that the Authority, contemporaneously with the execution and delivery of this Contract, will assign its rights under and grant a security interest in its right, title, and interest in this Contract to the Bondholder pursuant to the Assignment, and the City hereby consents to the assignment and grant of the security interest and hereby agrees that any notice given to the Authority herein required shall in addition be given to the Bondholder at the address provided for herein and that any consent of the Authority shall not be deemed to have been given unless such consent is obtained in writing from the Bondholder. Upon execution and delivery of the Assignment to the Bondholder, all appointments, designations, representations, warranties, covenants, assurances, remedies, title, interest, privileges, permits, licenses, and rights of every kind whatsoever herein conferred upon the Authority shall be deemed to be conferred also upon the Bondholder, and any reference herein to the Authority shall be deemed, with the necessary changes in detail, to include the Bondholder, and the Bondholder is deemed to be and is a third party beneficiary of the representations, covenants, and agreements of the City herein contained.

ARTICLE IV

AUTHORITY'S OBLIGATIONS HEREUNDER; PROJECT FUND

Section 4.1 **Agreement to Acquire and Improve the SR316 Land.** Promptly following the issuance and sale of the Bonds, the Authority will, as directed by the City, acquire title to parcels of land included within the SR316 Land. The Authority hereby authorizes the City to, on its behalf, identify the particular parcels proposed to be acquired, negotiate and work with prospective sellers of such parcels upon such terms and conditions as are directed by the City in order for the Authority to acquire title to such parcels, and undertake such rehabilitation, modifications, renovations, and improvements to such parcels as directed by the City in order to prepare and preserve such parcels for future development. The City agrees that it will exercise the foregoing authorizations given to it by the Authority. The Authority will enter into, or accept the assignment of, such contracts, deeds, and other instruments as the City may request in order to effectuate the purposes of this Section 4.1, but it will not execute any contract, deed, or other instrument, accept title to any such parcels, or give any order for any work on any such parcels unless and until the City shall have approved the same in writing.

Section 4.2 **Issuance of Bonds; Use of Bond Proceeds and Other Funds.** The Authority agrees that simultaneously with the execution and delivery hereof it will issue (1) the Series 2020A Bond containing the terms, including principal amount, interest rate, and maturity, set forth in the Bond Purchase Agreement, for the purpose of refunding the Refunded Bond, in order to refinance the costs of acquiring, rehabilitating, and improving the College Land; and (2) the Series 2020B Bond, containing the terms, including principal amount, interest rate, and maturity, set forth in the Bond Purchase Agreement, to finance the costs of acquiring, rehabilitating, and improving the SR316 Land and to finance the costs of issuing the Bonds. The Authority hereby covenants and agrees that it will apply the proceeds derived from the sale of the Series 2020A Bond to pay the redemption price of the Refunded Bond on the date hereof, and if any such proceeds remain after paying such redemption price, the Authority will deposit such excess amount into the Project Fund. The Authority hereby covenants and agrees that it will apply the proceeds derived from the sale of the Series 2020B Bond for the following purposes (but for no other purposes):

(a) payment of any costs and expenses of issuing the Bonds; and

(b) all proceeds of the Series 2020B Bond remaining after application as provided in Section 4.2(a) shall be deposited in the Project Fund.

Section 4.3 **Application of Moneys in the Project Fund.** The Authority shall in the Bond Purchase Agreement authorize and direct the Depository to use the moneys in the Project Fund for the following purposes (but for no other purposes):

(a) payment of the costs of acquiring parcels of land included within the SR316 Land;

(b) payment of the costs of rehabilitating, modifying, renovating, and improving parcels of land included within the SR316 Land in order to prepare and preserve such parcels for future development;

(c) payment of any other costs and expenses relating to the purposes set forth in Section 4.3(a) and (b) permitted to be paid by the Authority under the Act;

(d) payment of any costs and expenses of issuing the Bonds; and

(e) all proceeds of the Bonds remaining in the Project Fund after applying such proceeds for the purposes set forth in Section 4.3(a) through (d), less amounts retained or set aside to meet costs not then due and payable or that are being contested, shall be applied as prepayments under Section 6.3 hereof.

Section 4.4 Disbursements from the Project Fund. All disbursements from the Project Fund shall be made upon draft or other demand for payment, signed by the Authorized Authority Representative and the Authorized City Representative, but before they shall sign any such draft, there shall be filed with the Depository:

(a) A requisition for such payment (the above-mentioned draft or other demand for payment may be deemed a requisition for the purpose of this Section 4.4), stating each amount to be paid and the name of the person to whom payment is due.

(b) A certificate executed by the Authorized Authority Representative and the Authorized City Representative attached to the requisition and certifying:

(1) that an obligation in the stated amount has been incurred by the Authority and that the same is a proper charge against the Project Fund and has not been paid and stating that the bill or statement of account for such obligation, or a copy thereof, is on file in the office of the City;

(2) that the signers have no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(3) that such requisition contains no item representing payment on account of any retained percentages that the Authority is, at the date of any such certificate, entitled to retain.

Section 4.5 Obligation of the Parties to Cooperate in Furnishing Documents; Reliance of the Depository. Upon payment of any expenses of the Authority incurred in connection therewith pursuant to Section 5.1(c) hereof, the Authority agrees to cooperate with the City in furnishing to the Depository the documents referred to in Section 4.4 hereof that are required to effect payments out of the Project Fund, and the Authority agrees to cause such orders to be directed to the Depository as may be necessary to effect payments out of the Project Fund, in accordance with Section 4.4 hereof. Such obligation of the Authority is subject to any provisions of the Bond Purchase Agreement requiring additional documentation with respect to payments and shall not extend beyond the moneys in the Project Fund available for payment under the terms of the Bond Purchase Agreement. In making any such payment from the Project Fund, the Depository may rely on any such orders and certifications delivered to it pursuant to Section 4.04 hereof.

Section 4.6 **Authorized City and Authority Representatives and Successors.** The City and the Authority, respectively, shall designate, in the manner prescribed in Section 1.1 hereof, the Authorized City Representative and the Authorized Authority Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

Section 4.7 **Investment of Project Fund**. Subject to Section 5.3 of the Bond Purchase Agreement, any moneys held as a part of the Project Fund shall be invested or reinvested by the Depository at the written direction of the Authorized City Representative in such Permitted Investments as may be designated by the City. The Depository may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Depository and shall be deemed at all times a part of the Project Fund, and the interest accruing thereon and any profit realized therefrom shall be credited to the Project Fund, and any losses resulting from such investments shall be charged to the Project Fund and paid by the City.

Section 4.8 **The Land.** The Authority agrees that throughout the term of this Contract, title to any portion of the Land acquired by the Authority at any time from proceeds of the Bonds or the Refunded Bond and not sold, leased, or otherwise disposed of during the term of this Contract at the direction of the City shall be vested in and shall be the sole property of the Authority, subject to any liens or leases that the Authority, with the written consent of the City, may create during the term of this Contract. The Authority shall, as directed by the City, negotiate sales and leases of portions of the Land and work with prospective purchasers and prospective tenants of portions of the Land upon such terms and conditions as are directed by the City. If directed by the City, the Authority shall investigate and make financial analyses and recommendations to the City with respect to all proposals submitted by such prospective purchasers or tenants desiring to purchase or lease portions of the Land. The Authority agrees that the proceeds of any sale, lease, or other disposition of any portion of the Land shall be deposited or disposed of as directed by the City (including, if directed by the City, transferred to the City). The City agrees that the sale, lease, or other disposition of all or any portion of the Land or any interest therein shall not affect its obligations under this Contract.

ARTICLE V

CITY'S OBLIGATIONS HEREUNDER

Section 5.1 **City's Payment Obligations.** In order to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities, the City agrees that:

(a) The City shall on each principal and interest payment date and any redemption or tender for purchase date with respect to the Bonds pay to the Authority, by making such payments directly to the Bondholder for the account of the Authority, an amount equal to the total principal, interest, premium, and purchase price coming due on the Bonds (whether by mandatory redemption, tender for purchase, maturity, or otherwise) on such principal or interest payment date or redemption or tender for purchase date.

(b) The City shall pay to the Authority, by making payments directly to the Bondholder for the account of the Authority, the amounts owed by the Authority to the Bondholder pursuant to Sections 9.3 and 12.1 of the Bond Purchase Agreement, on the dates such amounts are due and payable.

(c) The City agrees to pay all reasonable out-of-pocket costs and expenses of the Authority incurred in connection with (i) the Authority's interest in the Land, including, without limitation, maintenance, repair, and upkeep costs, taxes and other governmental charges, utility charges, and insurance costs; and (ii) the Authority's negotiation, structuring, documenting, and closing the Bonds, including, without limitation, the reasonable fees and disbursements of counsel for the Authority and Bond Counsel. The City agrees to pay all reasonable out-of-pocket costs and expenses of the Authority incurred in connection with its administration or modification of, or in connection with the preservation of its rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of, any Bond Document or any instruments referred to therein or any amendment, waiver, or consent relating thereto, including, without limitation, the reasonable fees and disbursements of counsel for the Authority. Such amounts shall be billed to the City by the Authority from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Authority for one or more of the above items. Amounts so billed shall be paid by the City within thirty (30) days after receipt of the bill by the City.

Section 5.2 **Source of Funds for City's Payment Obligations; Limitations on Additional Contracts.** (a) The obligation of the City to make payments under this Contract shall constitute a general obligation of the City, payable out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds). The City covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the City, as now existent and as the same may hereafter be extended, at such rate or rates within the three (3) mill limit authorized pursuant to Section 48-5-350 of the Official Code of Georgia Annotated or within such greater millage as may hereafter be prescribed by applicable law, as may be necessary to produce in each year revenues that will be sufficient to fulfill the City's obligations under this Contract, from which revenues the City agrees to appropriate sums sufficient to pay in full when due all of the City's obligations under this Contract. The City hereby creates and grants a lien in favor of the Authority on any and all revenues realized by the City from such tax, to make the payments that are required under this Contract, which lien is superior to any that can hereafter be created, except that this lien may be extended to cover any Additional Contracts, as permitted by Section 5.2(d) hereof. Nothing herein contained, however, shall be construed as limiting the right of the City to make the payments called for by this Contract out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

(b) The City's obligation to levy an annual ad valorem tax within the three (3) mill limit authorized pursuant to Section 48-5-350 of the Official Code of Georgia Annotated, or such greater millage hereafter authorized by law, for the purpose of providing funds to meet the City's payment obligations under this Contract shall not be junior and subordinate, but shall be superior or equal to the City's obligation to levy an annual ad valorem tax at such rate or rates within such three (3) mill limit or such greater millage as hereinafter prescribed by law pursuant to the provisions of any Additional Contract. It is expressly provided, however, that the City shall not be required to levy a tax in any year at a rate or rates exceeding in the aggregate the maximum three (3) mill now authorized by Section 48-5-350 of the Official Code of Georgia Annotated, or any greater millage hereafter prescribed by law, in order to meet its obligations under the Contracts.

(c) So long as the Bonds are unpaid, the City shall not:

(1) enter into an Additional Contract that creates a lien on the revenues to be derived from the tax to be levied hereunder by the City to fulfill its obligations hereunder, which is superior to the lien created hereunder,

(2) enter into any other contract or agreement creating a lien on such tax revenues for any purpose other than debt service payments (including creation and maintenance of reasonable reserves therefor) superior to or on a parity with the lien created thereon to fulfill the obligations of the City hereunder, and

(3) enter into any Additional Contract that provides for payment to be made by the City from moneys derived from the levy of a tax within the maximum millage now or hereafter authorized by law if each annual payment of all amounts payable with respect to debt service or which are otherwise fixed in amount or currently budgeted in amount under all Contracts then in existence, together with each annual payment to be made under the proposed Additional Contract, in each future calendar year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by law on the taxable value of property located within the corporate limits of the City subject to taxation for such purposes, as shown by the latest tax digest available immediately preceding the execution of any such Additional Contract.

(d) It is further expressly provided that so long as the Bonds are unpaid, the City shall not hereafter enter into any Additional Contract for the purpose of debt service payments (including creation and maintenance of reserves therefor), unless the amount then capable of being produced by the levy of an ad valorem tax within the maximum millage then authorized under Section 48-5-350 of the Official Code of Georgia Annotated or any successor provision on all taxable property within the corporate limits of the City, as shown by the latest tax digest available immediately preceding the execution of such Additional Contract, is equal to at least one and ten hundredths (1.10) times the maximum combined amount payable in any future calendar year with respect to debt service under all existing Contracts and any such Additional Contract. Debt service for purposes of this paragraph (d) shall mean (1) required payments of principal, including principal to be paid through mandatory redemption, interest, and amounts required to be paid for creation and maintenance of reasonable debt service reserves and to establish and maintain mandatory investment programs, but excluding required payments of purchase price on indebtedness tendered or deemed tendered for purchase (including, without limitation, required payment of the Purchase Price of the Series 2020B Bond on the Tender Date), less (2) principal and interest received or to be received from investment of any of the foregoing amounts (except funds on hand or to be on hand in any debt service reserve) required to be applied to debt service in each calendar year. The City shall furnish the Authority, not less than five (5) nor more than sixty (60) days prior to the date of execution and delivery of any such Additional Contract, a report of an independent certified public accountant to the effect that, based upon an affidavit of the Tax Commissioner of Gwinnett County as to the taxable value of property located within the corporate limits of the City, the requirements of this paragraph (d) have been met.

Section 5.3 Financial Statements; Other Information.

(a) During the term of this Contract, the City shall provide the Authority and the Bondholder annually, within two hundred forty (240) days after the end of each fiscal year, its basic financial statements for each such fiscal year, which basic financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants

(b) During the term of this Contract, the City shall provide the Authority and the Bondholder, with reasonable promptness, such other data and information relating to the financial condition of the City or relating to the ability of the City to perform its obligations hereunder, as from time to time may be reasonably requested by the Authority or the Bondholder.

ARTICLE VI

ASSIGNMENT; PREPAYMENTS

Section 6.1 No Assignment by City. This Contract may not be sold, assigned, delegated, or encumbered by the City.

Section 6.2 Redemption of Bonds. The Authority, at the written request of the City at any time and if the Bonds are then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable redemption or purchase provisions of the Bond Purchase Agreement to effect redemption or purchase of all or part of the then outstanding Bonds, as may be specified by the City, on the earliest date on which such redemption or purchase may be made under such applicable provisions. Further, The Authority, at the written request of the City, shall forthwith take all steps that may be necessary under Section 7.4 of the Bond Purchase Agreement in order for the Authority and the Bondholder to agree to extend the Tender Date.

Section 6.3 Prepayment. There is expressly reserved to the City the right, and the City is authorized and permitted, at any time it may choose, to prepay all or any part of the amounts payable under Section 5.1 hereof, and the Authority agrees that the Bondholder may accept such prepayments when the same are tendered by the City. All amounts so prepaid shall at the written direction of the City be credited toward the payments provided for in Section 5.1 hereof, in the order of their due dates, or applied to the retirement of Bonds prior to maturity (either by redemption or purchase) in accordance with the Bond Purchase Agreement.

Section 6.4 **Option to Prepay the Payments and Redeem the Bonds at Prior Optional Redemption Dates.** The City shall also have the option to prepay the payments provided for in Section 5.1 hereof in such manner and amounts as will enable the Authority to redeem the Bonds prior to maturity, in whole or in part on any date, as provided in Section 7.1 of the Bond Purchase Agreement. The payments provided for in Section 5.1 hereof and other amounts payable by the City in the event of its exercise of the option granted under this Section shall be (i), in the case of partial redemption, the amount necessary to pay principal, all interest to accrue to the redemption date, the applicable redemption premium, as provided in Section 7.1 of the Bond Purchase Agreement, and any redemption expense, and (ii) in the case of a total redemption, the amount necessary to pay and satisfy all amounts due under the Bond Documents.

Section 6.5 **Purchase of Series 2020B Bond.** The Authority, at the written request of the City, shall forthwith take all steps that may be necessary under Section 7.4 of the Bond Purchase Agreement in order for the Authority and the Bondholder to agree to extend the Tender Date.

ARTICLE VII

MISCELLANEOUS

Section 7.1 **Governing Law.** This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State.

Section 7.2 **Entire Agreement.** This Contract expresses the entire understanding and all agreements between the parties hereto.

Section 7.3 **Severability.** If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

Section 7.4 **Survival of Warranties.** All agreements, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

Section 7.5 Counterparts. This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

Section 7.6 Amendments in Writing. No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto in accordance with the Bond Purchase Agreement.

Section 7.7 Notices. All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy or other electronic means if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other parties:

If to the City:	City of Lawrenceville, Georgia 70 South Clayton Street Lawrenceville, Georgia 30046 Attention: City Manager
If to the Authority:	Downtown Development Authority of the City of Lawrenceville, Georgia 70 South Clayton Street Lawrenceville, Georgia 30046 Attention: Chairman
If to the Bondholder:	JPMorgan Chase Bank, N.A. 3424 Peachtree Road, N.E., Floor 23 Atlanta, Georgia 30326 Attention: Alison Hastings Executive Director

Notices under this Section 7.7 will be deemed given only when actually received. A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Bondholder.

Section 7.8 Limitation of Rights. Nothing in this Contract, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Contract.

Section 7.9 Immunity of Officials, Officers, and Employees of Authority and City. No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Authority or the City contained in this Contract or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his or her individual capacity, past, present, or future, of the Authority, the City, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Contract is solely a corporate obligation of the City and the Authority payable only from the funds and assets of the City and the Authority herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a Governing Body, officer, or employee, as such, past, present, or future, of the City or the Authority, or of any successor corporation, either directly or through the City, the Authority, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Authority and the City whether contained in this Contract or in the other Bond Documents or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Contract and as a condition of and as part of the consideration for the execution of this Contract, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of the Authority and the City under the provisions contained in this Section 7.9 shall survive the termination of this Contract.

[Signatures and Seals to Follow]

IN WITNESS WHEREOF, the City and the Authority have caused this Contract to be executed in their respective corporate names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, all as of the day and year first above written.

CITY OF LAWRENCEVILLE, GEORGIA

(SEAL)

By:____________________________________
Mayor

Attest:

____
City Manager

DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF LAWRENCEVILLE, GEORGIA

(SEAL)

By:____________________________________
Chairman

Attest:

____
Secretary

EXHIBIT A

DESCRIPTION OF COLLEGE LAND

All that tract or parcel of land lying and being in Land Lot 10 and Land Lot 30 of the 7th Land District of Gwinnett County, Georgia, within the City of Lawrenceville, and being more particularly described as Lot 2 of Block A, Block 3 of Block A, a 40 foot ingress and egress easement between Lot 2 and Lot 3 of Block A, Lot 1 of Block B, Lot 3-A of Block B, Lot 6 of Block B, and Lot 1 of Block C, as said lots are shown on a subdivision plat of 316 Industrial Park, which Plat was prepared by M.V. Ingram Enterprises, Inc. and is recorded in Plat Book 110, Page 155, Gwinnett County, Georgia, and which plat is incorporated herein by reference.

EXHIBIT B

DESCRIPTION OF SR316 LAND

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: SPECIAL CALL, MAY 13, 2020
AGENDA CATEGORY: COUNCIL BUSINESS

Item:	First Amendment to Lease Agreement with the Aurora Theatre
Department:	City Manager
Date of Meeting:	Wednesday, May 13, 2020
Fiscal Impact:	$250,000.00
Presented By:	Chuck Warbington
Action Requested:	Approve the first amendment to the lease agreement with the Aurora Theatre

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Summary: In an effort to help the Aurora Theatre in their operational account, staff will be presenting a Lease Modification relieving the Aurora Theatre of $250,000.00 from their first $1,000,000.00 payment (leaving $750,000.00 as a payment to the City for their first payment for the LPAC).

Background: The Aurora Theatre received PPE funds that will take them through the next several months to maintain minimum operations. The Lease Modification that is recommended to you allows the Aurora to take $250,000 from their restricted capital fund raising account that they have raised over the past year and utilize these funds for a one time use of funds for operations. This should be considered a stop gap measure. The Aurora is not sure when shows will resume but it could be as late as fall (September or October). This move will keep them solvent ensuring a healthy operating account as they begin to ramp back up operations sometime later this year.

Fiscal Impact: $250,000.00

Attachments/Exhibits:
First Amendment to Aurora Lease

STATE OF GEORGIA
COUNTY OF GWINNETT

FIRST AMENDMENT TO LEASE AGREEMENT WITH AURORA THEATRE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as the "First Amendment") is made and entered into effective this ___ day of _________, 2020, by and between the **CITY OF LAWRENCEVILLE, GEORGIA** (the "City"), and the **AURORA THEATRE, INC.** (the "Aurora Theatre").

WHEREAS, the City and the Aurora Theatre entered into a Lease Agreement dated January 28, 2020, which Lease Agreement is incorporated herein by reference, and

WHEREAS, the City and the Aurora Theatre desire to amend certain terms of that Lease 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:

Paragraph 2. of the Lease Agreement is deleted in its entirety and replaced by the following paragraph:

> **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 13(b), below, (iii) the obligation of the Aurora Theatre to pay taxes pursuant to Paragraph 14, below, (iv) the indemnity contained in Paragraph 15, below, (v) insurance as provided in Paragraph 16, below, (vi) and any costs to comply with applicable laws imposed upon the Aurora Theatre as provided in Paragraph 18, 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 Paragraph 2 below, 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.
>
> A. 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 $4,750,000 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 $4,750,000 from a capital campaign. Payments shall be remitted to the City based on the following payment schedule.

A. $750,000 – December 31 of Lease Year 1
B. $1,000,000 – December 31 of Lease Year 2
C. $1,000,000 – December 31 of Lease Year 3
D. $1,000,000 – December 31 of Lease Year 4
E. $1,000,000 – 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.

Except as specifically amended herein, all other the terms of the Lease Agreement shall remain in full force and effect.

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

CITY OF LAWRENCEVILLE, GEORGIA

BY: ________________________________
Mayor David R. Still

ATTEST: ____________________________
City Clerk

AURORA THEATRE, INC.

BY: ________________________________

TITLE: CEO

ATTEST:

BY: ________________________________

TITLE: Secretary

BY: ________________________________
TITLE: Board Chair

Anthony Rodriguez

Ann-Carol Pence

LAWRENCEVILLE
GEORGIA

AGENDA REPORT
MEETING: SPECIAL CALL, MAY 13, 2020
AGENDA CATEGORY: COUNCIL BUSINESS

Item:	An Ordinance to Delete Article VII from the Development Regulations of the City of Lawrenceville and Create Article VII in Chapter 10 of the Code of the City of Lawrenceville to Establish Administrative Provisions for the Application and Enforcement of Building Codes
Department:	Planning and Development
Date of Meeting:	Wednesday, May 13, 2020
Fiscal Impact:	None
Presented By:	Todd Hargrave
Action Requested:	Approve the Adoption of An Ordinance to Delete Article VII from the Development Regulations of the City of Lawrenceville and Create Article VII in Chapter 10 of the Code of the City of Lawrenceville to Establish Administrative Provisions for the Application and Enforcement of Building Codes

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Summary: Quick overview – Who, what, where, when, and why.

Background: Possible subcategories (only if necessary – if not **delete**)

Significant Impacts
Citizen Participation
Workload Impacts
Purpose
Project Work Scope
Evaluation and Selection Process
Conclusion

Attachments/Exhibits:
Chapter 10 Article VII – Construction Codes

ORDINANCE NO. ____________________

AN ORDINANCE TO DELETE ARTICLE VII FROM THE DEVELOPMENT REGULATIONS FOR THE CITY OF LAWRENCEVILLE, GEORGIA AND MOVE SAID PROVISIONS TO THE CODE OF THE CITY OF LAWRNECEVILLE, GEORGIA; TO RESERVE ARTICLE VII OF THE DEVELOPMENT REGULATIONS FOR THE CITY OF LAWRENCEVILLE, GEORGIA FOR FUTURE USE; TO ADOPT ADMINISTRATIVE PROVISIONS FOR THE APPLICATION AND ENFORCMENT OF BUILDING CODES; AND FOR OTHER PURPOSES

The City Council of the City of Lawrenceville, Georgia hereby ordains the following:

Section 1:

That the Development Regulations for the City of Lawrenceville, Georgia is hereby amended by deleting Article VII (State Minimum Standard Construction Codes) consisting of Sections 7-101 through Section 7-114 in its entirety and Reserving Article VII for future use.

Section 2:

That the Code of the City of Lawrenceville, Georgia is hereby amended by adding a new article to Chapter 10 (Building and Building Regulations), said article to be numbered Article VII and to be titled Construction Codes, which shall read as follows:

ARTICLE VII. CONSTRUCTION CODES

DIVISION 1. STATE MINIMUM CODES.

Sec. 10-201. Standard codes.

(a) It is the desire of The City of Lawrenceville to adopt, in all respects, the various Standard Codes relating to amusement devised, 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.

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

(1) International Building Code
(2) International Fuel Gas Code
(3) International Mechanical Code
(4) International Plumbing Code
(5) National Electric Code
(6) International Fire Code
(7) International Energy Conservation Code
(8) International Residential Code
(9) International Existing Building Code
(10) Standard Swimming Pool Code
(11) International Property Maintenance Code

These Code sections are hereby adopted by The City of Lawrenceville in the form with the Georgia amendments attached.

Sec. 10-202. Repeal of ordinances inconsistent with model code.

Any matters in said Codes which are contrary to existing Ordinances of the City, shall prevail and any previously adopted standard codes are hereby repealed and, to the extent any existing Ordinances to the contrary are hereby repealed in that respect only.

Sec. 10-203. Designated enforcement officers.

Within said Codes when reference is made to the duties of certain officials named therein that designated official of the City of Lawrenceville, Gwinnett County, Georgia who has duties corresponding to those of the named official in said Code shall be deemed to be the reasonable official insofar as enforcing the provisions of said Code are concerned.

Sec. 10-204. Effective date of state minimum standard construction code.

This Ordinance shall take effect and be in force from and after its passage, the public welfare requiring it.

Sec. 10-205. Penalties.

Any person who shall violate any of the provisions of the various standard codes as set out above or fail to comply therewith or who shall violate or fail to comply with any order made thereunder, shall, for each such failure or violation or non-compliance be punished by a fine not to exceed $1,000.00 plus fees and surcharges, or by imprisonment not to exceed six months, or both, any and all of such penalties to be imposed in the discretion of the Judge of the Municipal Court of the City of Lawrenceville.

Sec. 10-206. More stringent standard prevails.

All ordinances or parts of ordinances in conflict herewith are hereby repealed except that to the extent that the current provisions of the Code of the City of Lawrenceville provide requirements that are more stringent than the model code requirements, the stricter provisions shall apply.

Sec. 10-207. Food service rules and regulations.

The regulations of the county board of health, based upon rules of the Georgia Department of Public Health, Environmental Health Section, Chapter 511-6-1, are hereby adopted as the health regulations governing food service for the City, are made a part of this Code as though fully set out at length in this section. Copies of the food service regulations are on file in the office of the City Clerk.

Sec. 10-208. Tourist accommodations.

The regulations of the county board of health, based upon rules of the Georgia Department of Public Health, Chapter 511-6-2, are hereby adopted as the health regulations governing tourist accommodations for the City, are made a part of this Code as though fully set out at length in this section. Copies of the tourist courts regulations are on file in the office of the City Clerk.

Sec. 10-209. Public swimming pools, spas and recreational water parks.

The regulations of the county board of health, based upon rules of the Georgia Department of Public Health, Chapter 511-3-5, are hereby adopted as the health regulations governing public swimming pools, spas and recreational water parks for the City, are made a part of this Code as though fully set out at length in this section. Copies of the regulations are on file in the office of the City Clerk.

Sec. 10-210. Body art studios and body artists.

The regulations of the county board of health are hereby adopted as the health regulations governing body art studios and body artists, and a fee schedule for the issuance of permits and inspections, are made a part of this Code as though fully set out at length in this section. Copies of the regulations are on file in the office of the City Clerk.

Sec. 10-211. On-site sewage management systems.

(a) *Rules and regulations of the Georgia Department of Public Health; adopted.* The City Council adopts the rules and regulations of the Georgia Department of Public Health set forth in Ga. Comp. R. & Regs., chapter 511-3-1, entitled "On-Site Sewage Management Systems," as may be amended.

(b) *Rules and regulations of the Georgia Department of Public Health; enforcement.*

(1) The rules and regulations cited in subsection (a) of this section shall be enforced by the county board of health or the City of Lawrenceville as a duly adopted ordinance of the City.

(2) Violations of this section may be prosecuted upon citations issued by officers of the city police department, the city code enforcement department, the county department of water resources, or by designated employees of the county board of health. Any person violating any provision in these regulations shall be guilty of violating a duly adopted ordinance of the City, and upon conviction by a court of competent jurisdiction shall be punished either by a fine not to exceed $1,000.00, or by confinement in the City jail for a total term not to exceed 6 months, or both. The court shall have the power and authority to place any person found guilty of a violation of this regulation on probation and to suspend or modify any fine or sentence. As a condition of such suspension, the court may require payment of restitution or impose other punishment allowed by law.

(c) *New community sewage treatment systems prohibited.*

(1) A community sewage treatment system shall mean a privately owned sewage treatment system which collects sewage from two or more residents or other establishments and which may consist of collector lines, pumps, sewage tanks and/or soil treatment units. Community sewage treatment systems are characterized by having relatively few residents or establishments which contribute flow and are not staffed by qualified operators licensed by the state 24 hours a day, seven days a week.

(2) New community sewage treatment systems are prohibited in the City, notwithstanding any and all provisions of Ga. Comp. R. & Regs., chapter 290-5-26, that may otherwise allow such systems to be permitted.

(3) Upon the effective date of the ordinance from which this section is derived, no new community sewage treatment facilities that may be permitted in any municipality in the county shall be permitted to send sewage flows to the POTW.

(d) *Authority to disconnect water service.*

(1) The director of the county department of water resources (DWR director) or the DWR director's designee is authorized to disconnect water service from any property where a pattern of repeated refusal to repair a failed septic tank system has resulted in harm to public health, safety, welfare, the environment or the public interest, as set forth herein. Three bacteriological tests showing 200 or more colony forming units of fecal coliform bacteria taken from affected surface water shall be presumptive evidence of harm to public health, safety, welfare, the environment or the public interest.

(2) The DWR director or designee is authorized to work with the county health department, an agency of the state, to coordinate measures to protect public health, safety, welfare, the environment or the public interest from contamination caused by failed septic tanks.

(3) The DWR director or designee is directed to work with the county health department and with the owners of property affected by failed septic tanks to repair the maximum possible number of such systems, giving due regard to protecting health, safety, welfare, the environment or the public interest.

(4) Upon following the notification procedures established by the county health department directing a property owner of the need to repair a failed septic tank system, the DWR director or designee is authorized to disconnect water service connected to that failing septic tank system whether or not the property owner has paid any civil penalties or whether or not the property owner or occupant is current with any bills from the water and sewer utility.

Secs. 10-212—10-230. Reserved.

DIVISION 2. CITY OF LAWRENCEVILLE CONSTRUCTION CODE.

Sec. 10-231. General.

(a) *Title*. The regulations shall be known as the "CITY OF LAWRENCEVILLE CONSTRUCTION CODE", hereinafter referred to as "this code".

(b) *Scope*. This code shall apply to new and existing buildings, structures, electrical systems, fuel gas piping systems, mechanical systems, and plumbing systems as specifically described herein.

(c) *Intent*.

The intent of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment. This code enacts the provisions for each of the Georgia State Minimum Standard Codes referenced in sections 10-231.4.1 through 10-231.4.8. Subsequent editions and amendments to these codes as adopted by the State of Georgia shall become a part of this code and subject to enforcement on the date mandated by State Law.

(d) *Referenced codes*. The Georgia State Minimum Standard Codes listed in Sections 10-231.4.1 through 10-231.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. (Note: Chapter 1 of the Georgia State Minimum Standard Code is deleted and replaced with this Construction Code.)

(1) *Building (General)*. The provisions of the Georgia State Minimum Standard Building Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures except as specified in section 10-231.4.2.

(2) *Building (Detached One- and Two-Family Dwellings and Townhouses)*.

a. The provisions of the Georgia State Minimum Standard One and Two Family Dwelling Code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of detached one- and two-family dwellings and townhouses separated by a 2-hour fire resistance- rated wall assembly not more than three stories above grade plane in height with a separate means of egress and their accessory structures.

b. Appendices. Appendix F of the Georgia State Minimum Standard One- and Two-Family Dwelling Code shall be considered part of the requirements of this code for new construction including basement foundations.

(3) *Electrical*. The provisions of the Georgia State Minimum Standard Electrical Code shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

(4) *Fuel Gas*. The provisions of the Georgia State Minimum Standard Gas Code shall apply to the installation of fuel gas piping from the point of delivery, fuel gas appliances and related accessories as covered in this code. These requirements apply to fuel gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial fuel gas appliances and related accessories.

(5) *Mechanical*. The provisions of the Georgia State Minimum Standard Mechanical Code shall apply to the installation, alteration, repair and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

(6) *Plumbing*.

a. The provisions of the Georgia State Minimum Standard Plumbing Code shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

b. Appendices. Appendix F of the Georgia State Minimum Standard Plumbing Code shall be considered part of the requirements of this code.

(7) *Energy*. The provisions of the Georgia State Minimum Standard Energy Code shall apply to all matters governing the design and construction of buildings for energy efficiency.

(8) *Existing Building*. The provisions of the Georgia State Minimum Standard Existing Building Code shall serve as a supplement to the Georgia State Minimum Standard Building Code and shall apply to the repair, alteration, change of occupancy, and relocation of existing buildings.

Sec. 10-232. Applicability.

(a) *General*. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) *Other laws*. The provisions of this code shall not be deemed to nullify any provisions of local, state or federal law.

(c) *Application of references*. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

(d) *Referenced codes and standards*. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

(e) *Partial invalidity*. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

(f) *Change in occupancy*. It shall be unlawful to make a change in the occupancy of a structure which will subject the structure to the special provisions of this code applicable to the new occupancy without approval. The code official shall certify that such structure meets the intent of the provisions of law governing building construction for the proposed new occupancy and that such change of occupancy does not result in any hazard to the public health, safety or welfare.

(g) *Maintenance*. Electrical, fuel gas piping, mechanical, and plumbing systems, both existing and new, and parts thereof shall be maintained in proper operating condition in accordance with the original design and in a safe and sanitary condition as applicable. All device or safeguards which are required by this code shall be maintained in compliance with the code edition under which they were installed. The owner or owner's designated agent shall be responsible for maintenance of each system. To determine compliance with this provision, the building official shall have the authority to require any electrical, fuel gas piping, mechanical, or plumbing system to be re-inspected.

SECTION 10-233. Department of planning and development.

(a) *Enforcement agency*. This code shall be enforced by the Building Official or Lawrenceville Code Enforcement or their duly authorized representatives, as applicable.

(b) *Building Official*. An appointed government official who is responsible for enforcing building codes. The building official may approve the issuance of a building permit, review the contract documents, inspect the construction, and approve issuance of a certificate of occupancy, or his designee, shall be known as the Building Official.

SECTION 10-234. Duties and powers of building official.

(a) *General*. The building official is hereby authorized and directed to enforce the provisions of this code. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

(b) *Applications and permits*. The building official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, and for the installation and alteration of electrical, fuel gas piping, mechanical, and plumbing systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

(c) *Notices and orders*. The building official shall issue all necessary notices or orders to ensure compliance with this code.

(d) *Inspections*. The building official shall make all of the required inspections, or the building official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections by approved agencies or individuals shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The building official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise.

(e) *Identification*. The building official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

(f) *Right of entry*. Where it is necessary to make an inspection to enforce the provisions of this code, or where the building official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the building official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the building official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the building official shall have recourse to every remedy provided by law to secure entry.

(g) *Department records*. The building official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records in accordance with the appropriate retention schedule.

(h) *Liability*. This code shall not create any duty or right of recovery against the City of Lawrenceville's officials and employees. The inspection or permitting of any building or plan by the City of Lawrenceville, under the requirements of this code, is not intended to be construed as a representation or warranty of the physical condition of such building or the adequacy of such plans. Neither the City of Lawrenceville nor any official or employee thereof shall be liable for damages to person or property for any defect or hazardous or illegal condition or inadequacy in such building, system or plans, nor for any failure of any component of such. Neither the City of Lawrenceville nor any of its officials or employees shall have any liability for any act or failure to act pursuant to the provisions of this code.

SECTION 10-235. Authorization.

(a) *Interpretations*. Whenever there are practical difficulties involved in carrying out the provisions of this code, the building official shall have the authority to render interpretations of this code, in order to clarify the application of its provisions, which are consistent with the intent and purpose of this code and which do not lessen health, accessibility, life and fire safety, or structural requirements.

(b) *Alternative materials, design and methods of construction and equipment*. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been authorized. An alternative material, design or method of construction shall be authorized where the building official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

(c) *Supporting documentation*. Supporting documentation, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources or any supplemental data or evidence as may be required by the building official including tests as may be required.

(d) *Requirements not covered by code*. Any requirements necessary for the strength, stability or proper operation of an existing or proposed building, structure, or electrical, gas, energy conservation, mechanical and plumbing system, or for the public safety, health and general welfare, not specifically covered by this code, including the technical codes, shall be determined by the building official.

(e) *Required testing*. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the building official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction.

(1) *Testing methods*. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the building official shall authorize the testing procedures.

(2) *All tests*. All tests shall be performed by an approved agency.

(3) *Test reports*. Reports of such tests shall be retained by the building official for the period required for retention of public records.

(f) *Authorized materials and equipment*. Materials, equipment, appliances and devices authorized by the building official shall be constructed and installed in accordance with such authorization.

(1) *Material, equipment and appliance reuse*. Materials, equipment, appliances and devices shall not be reused unless such elements have been reconditioned, tested, and placed in good and proper working condition and authorized.

SECTION 10-236. Permits.

(a) *Required*. Any owner or authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, fuel gas piping, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the building official and obtain the required permit.

(b) *Misrepresentation of Application*. The building official is hereby authorized to revoke a permit or revoke a previous authorization, issued under the provisions of this code whenever there has been any false statement or false payment of permit fees such as returned check(s) or misrepresentation as to the material fact in the application or plans on which the permit or written release was based.

(c) *Contractor Responsibilities*.

(1) *Contractor Business License*. Each individual engaged in construction activities for which a building permit is required shall provide proof of a valid business license issued by a jurisdiction within the state of Georgia at the time of permit application except for the owner of a single-family dwelling that serves as his/her primary residence. Each individual engaged in construction activities for which a building permit is required and that is not the permit holder shall provide

proof of a valid business license issued by a jurisdiction within the state of Georgia prior to commencing work.

(2) *Contractor State License*. Each permit holder engaged in construction activities which require state licensure as a contractor shall provide proof of a valid contractor license issued by the state of Georgia at the time of permit application. A contractor that is not the permit holder shall provide proof of a valid contractor license issued by the state of Georgia prior to commencing work.

(d) *Work exempt from permit*. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

(1) *Building*:

a. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.

b. Fences up to 8 feet in height excluding masonry and concrete construction.

c. Masonry and concrete walls up to 4 feet in height which function as a fence, screen, or barrier with optional integral pilasters up to 6 feet in height.

d. Retaining walls up to 4 feet in height measured from the top of the footing to the top of the wall, unless supporting a surcharge or confining liquids.

e. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.

f. Sidewalks and driveways not more than 30 inches above adjacent grade, and not over any basement or story below and are not part of an accessible route.

g. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

h. Temporary motion picture, television and theater stage sets and scenery.

i. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.

j. Shade cloth structures constructed for nursery or agricultural purposes which are not accessible to the public and do not include service systems such as electrical, fuel gas piping, mechanical, and plumbing systems.

k. Window awnings of Group R-3 and U occupancies supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support.
l. Non-fixed and movable fixtures, cases, counters and partitions up to 5 feet 9 inches in height.
m. Basketball goals which are stand alone and not part of a basketball court.
n. Private vehicular bridges with no clear span exceeding 2 feet.

(2) *Electrical*:
a. Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.
b. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.
c. Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

(3) *Gas*:
a. Portable heating appliances.
b. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

(4) *Mechanical*:
a. Portable heating appliances.
b. Portable ventilation appliances and equipment.
c. Portable cooling units.
d. Steam, hot or chilled water piping within any heating or cooling equipment or appliances regulated by this code.
e. Replacement of any minor part that does not alter the approval of equipment or appliance or make such equipment or appliance unsafe.
f. Portable evaporative coolers.
g. Self-contained refrigeration systems that contain 10 pounds or less of refrigerant or that are actuated by motors of 1 horsepower or less.
h. Portable fuel cell appliances that are not connected to a fixed piping system and are not interconnected to a power grid.

(5) *Plumbing*:
a. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove

and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

b. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

(i) *Emergency repairs*. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next two (2) working business days to the building official.

(ii) *Repairs*. Application or notice to the building official is not required for ordinary repairs to structures, replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles. Such repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring or mechanical or other work affecting public health or general safety.

(iii) *Public service agencies*. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution, metering or other related equipment that is under the ownership and control of public service agencies by established right.

(e) *Application for permit*. To obtain a permit, the applicant shall first file an application on a form furnished by the Department of Planning and Development for that purpose. Such application shall:

(1) Identify and describe the work to be covered by the permit for which application is made.

(2) State the full name and address of the applicant.

(3) Describe the land on which the proposed work is to be done by legal description, street address or similar description that will readily identify and definitely locate the proposed building or work.

(4) Indicate the use and occupancy for which the proposed work is intended.

(5) Be accompanied by construction documents and other information as required in Section 107.

(6) State the valuation of the proposed work.

(7) Be signed by the applicant, or the applicant's authorized agent.

(8) Give such other data and information as required by the building official.

a. *Action on permit application and permit issuance*. The building official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing and within the time period prescribed by law. If the application, construction documents, or other data filed by the applicant do not conform to the requirements of this code and all applicable laws and ordinances, the building official shall reject such application in writing, stating the reasons therefor. If the building official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the building official shall issue a permit therefor as soon as practicable within the time period prescribed by law.

b. *Time limitation of permit application*. An application for a permit for any proposed work shall be deemed to have been abandoned 180 days after the date of filing, unless such application has been pursued in good faith or a permit has been issued; except that the building official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(f) *Validity of permit*. The issuance of a permit or authorization of construction documents shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other applicable ordinance or law. Permits presuming to give authority to violate or cancel the provisions of this code or other applicable ordinances or laws shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other applicable ordinances or laws.

(g) *Expiration*. Each permit issued by the building official under the provisions of this code shall expire by limitation and shall become null and void under at least one of the following conditions:

(1) The work authorized by such permit is not commenced within 180 days from the date of its issuance or renewal, as applicable, with no passed inspection of the work within the stated time frame.

(2) The work authorized by such permit is suspended or abandoned at any time for a period of 180 days after the work is commenced with no passed inspection of the work within the stated time frame. The building official is authorized to grant one extension of time for a period not more than 180 days. The extension shall be requested by the permit holder in writing prior to expiration and justifiable cause demonstrated.

(3) The weather-resistant building envelope including exterior walls, windows, doors, and roofing, as required by the applicable building code and authorized by such permit, is not complete within 360 days after the work is commenced on the pertinent one- or two-family dwelling, townhouse, or multi-family or commercial building no greater than 4 stories in height.

(4) Change in permit holder.

(h) *Renewal*. The building official is authorized to grant one renewal for a permit issued under the provisions of this code when the permit is expired. The renewal shall be requested by the original permit holder in writing within the time frame established by the building official and justifiable cause demonstrated.

(i) *Suspension or revocation*. The building official is authorized to suspend or revoke a permit issued under the provisions of this code wherever the permit is issued in error or on the basis of incorrect, inaccurate or incomplete information, or in violation of any applicable ordinance or regulation or any of the provisions of this code.

(j) *Placement of permit card*. Work authorized by a building permit shall not proceed until the permit card has been properly posted at the construction site. The building permit card shall be displayed in an easily visible location at the entrance to the site, building, structure, or space under construction, until completion of the project and issuance of the certificate of occupancy or certificate of completion as applicable.

SECTION 10-237. Construction documents.

(a) *Submittal documents.* Construction documents including but not limited to statement of special inspections, engineering calculations, technical reports, and other data as applicable shall be submitted in one or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by state law and any applicable ordinance. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Construction documents prepared by a registered design professional shall bear a current date of seal by the registered design professional within 180 days of the date of permit issuance.
Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

(1) *Information on construction documents.* Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that the work conforms to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the building official.

(2) *Occupant Load.* The construction documents shall designate the number of occupants to be accommodated on each floor, and in each room and space, as required by the building official.

(3) *Exterior wall envelope.* Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

(b) *Site plan.* The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

(c) *Examination of documents.* The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

(1) *Authorization of construction documents.* When the building official issues a permit, the construction documents shall be authorized by stamp as "**Authorized for Issuance of Building Permit**." One set of construction documents so reviewed shall be retained by the building official. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the building official or a duly authorized representative. Such authorized construction documents shall not be changed, modified or altered without authorization from the building official. Work shall be done in accordance with the authorized construction drawings.

(2) *Previous authorization.* No changes in the construction documents, construction or designated occupancy of a structure shall be required for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned irrespective of the adoption of subsequent editions and amendments to the Georgia State Minimum Standard Codes listed in Section 101.4.

(3) *Phased authorization.* The building official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

(4) *Primary design professional.*

a. *General.*

When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the primary design professional. If the circumstances require, the owner shall designate a substitute primary design professional who shall perform the duties required of the original primary design professional. The building official shall be notified in writing by the owner if the primary registered design professional is changed or is unable to continue to perform the duties.

The primary design professional shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

b. *Deferred submittals.*

For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the building official within a specified period.
Deferral of any submittal items shall have the prior approval of the building official.
The primary registered design professional shall list the deferred submittals on the construction documents for review by the building official.
Documents for deferred submittal items shall be submitted to the primary registered design professional who shall review them and forward them to the building official with a notation indicating that the deferred submittal documents have been reviewed and been found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the design and submittal documents have been authorized by the building official.
c. *Residential construction submittals.*
Documents for Residential Group R-3 (one and two family dwellings) buildings which are 7,500 square feet or greater in total floor area, or are more than three (3) stories above grade plane in height shall be prepared by a primary registered design professional.
d. *Amended construction documents.*
Work shall be installed in accordance with the authorized construction documents, and any changes made during construction that are not in compliance with the authorized construction documents shall be resubmitted for authorization as an amended set of construction documents.
e. *Retention of construction documents.*
One set of authorized construction documents shall be retained by the building official in accordance with the appropriate retention schedule.

SECTION 10-238. Temporary structures and uses.

(a) *General*. The building official is authorized to issue a permit for temporary structures and temporary uses.
Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official is authorized to grant extensions for demonstrated cause.

(b) *Conformance*. Temporary structures and uses shall conform to the structural strength, fire safety, means of egress, accessibility, light, ventilation and sanitary requirements of this code as necessary to ensure public health, safety and general welfare.

(c) *Temporary power*. The building official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has

been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in the Georgia
State Minimum Standard Electrical Code.

(d) *Termination of approval*. The building official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 10-239. Fees.

(a) *Payment of fees*. A permit shall not be valid until the appropriate fees have been paid, nor shall an amendment to a permit be released until all additional fees, if any, have been paid.

(b) *Schedule of permit fees*. On buildings, structures, electrical, fuel gas piping, mechanical and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the City of Lawrenceville.

(c) *Building permit valuations*. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, fuel gas piping, mechanical, plumbing equipment and permanent systems. If, in the opinion of the building official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the building official. Final building permit valuation shall be set by the building official.

(d) *Work commencing before permit issuance*. Any person who commences any work on a building, structure, electrical, fuel gas piping, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the City of Lawrenceville that shall be in addition to the required permit fees.

(e) *Related fees*. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are established by the City of Lawrenceville.

SECTION 10-240. INSPECTIONS AND TESTING.

(a) *General*. Construction or work for which a permit is required shall be subject to inspection by the building official and such construction or work shall remain accessible and exposed for inspection purposes until approved. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the City of Lawrenceville.

Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the City of Lawrenceville shall not be valid. It shall be the duty of the permit applicant to cause the work to remain accessible and exposed for inspection purposes. Neither the building official nor the City of Lawrenceville shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

(b) *Preliminary inspection*. Before issuing a permit, the building official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

(c) *Required inspections*. The building official, upon notification from the permit holder or permit holder's agent, shall make the inspections set forth in Sections 110.3.1 through 110.3.10 and other such inspections as necessary, and shall either release that portion of the construction or notify the permit holder or the permit holder's agent of violations that are required to be corrected. The permit holder is responsible for scheduling the required inspections.

(1) *Footing and foundation inspection*. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

(2) *Concrete slab and under-floor inspection*. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

(3) *Rough Inspection*. Inspection of electrical, fuel gas piping, mechanical, and plumbing systems and components to be concealed shall be made after the roof, framing, fire-blocking and bracing are in place and prior to the installation of wall or ceiling membranes.

(4) *Framing inspection*. Framing inspections shall be made after the roof deck or sheathing, all framing, fire-blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

(5) *Lath and gypsum board inspection*. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

(6) *Fire-resistant penetrations*. Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

(7) *Energy efficiency inspections*. Inspections shall be made to determine compliance with the Georgia State Minimum Standard Energy Code and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water heating equipment efficiency.

(8) *Other inspections*. In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other ordinances and laws that are enforced by the Department of Planning and Development.

(9) *Special inspections*. Special inspections shall be provided in accordance with the Georgia State Minimum Standard Building Code.

(10) *Final inspection*. The final inspection shall be made after all work required by the building permit is completed.

(d) *Inspection agencies*. The building official is authorized to accept reports of authorized inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

(e) *Inspection requests*. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the building official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

(f) *Testing*. Electrical, fuel gas piping, mechanical, and plumbing installations shall be tested as required in this code and in accordance with Sections 110.6.1 through 110.6.3. Tests shall be made by the permit holder and observed by the building official.

(1) *New, altered, extended, or repaired installations*. New electrical, fuel gas piping, mechanical, and plumbing systems and parts of existing systems, which have been altered, extended or repaired, shall be tested as prescribed herein to disclose leaks and/or defects except that testing is not required in any case that does not include addition to, replacement, alteration or relocation of any water supply, drainage or vent piping.

(2) *Equipment, instruments, material and labor for tests*. Equipment, instruments, material and labor required for testing an electrical, fuel gas piping, mechanical, and plumbing system or part thereof shall be furnished by the permit holder.

(3) *Re-inspection and testing*. Where any work or installation does not pass any initial test or inspection, the necessary corrections shall be made to comply with this code. The work or installation shall then be resubmitted to the building official for inspection and testing.

(g) *Approval required*. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official. The building official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until approved by the building official.

SECTION 10-241. VIOLATIONS.

(a) *Unlawful acts*. It shall be unlawful for any person, firm or corporation to erect, construct, alter, repair, remove, demolish or utilize any structural, electrical, fuel gas piping, mechanical, or plumbing system, or occupy any building, structure, or equipment regulated by this code or cause same to be done, in conflict with or in violation of any of the provisions of this code.

(b) *Notice of violation*. The building official shall serve a notice of violation on the owner and/or the person responsible for the erection, installation, alteration, extension, repair, removal or demolition of structural, electrical, fuel gas piping, mechanical or plumbing work or occupancy of a building or structure in violation of the provisions of this code, or in violation of a detail statement or the authorized construction documents thereunder, or in violation of a permit or certificate issued under the provisions of this code. Such notice shall direct the discontinuance of the illegal action or condition and the abatement of the violation. If the notice of violation is not complied with by the established deadline, the owner and/or the person responsible shall be subject to issuance of a citation by the building official to appear in the Lawrenceville Municipal Court to respond to violations of any of the provisions of this code.

(c) *Stop Work Order*. The building official is authorized to issue a stop work order on the responsible person to immediately cease work on any structural, electrical, fuel gas piping, mechanical or plumbing system that is being done contrary to the provisions of this code or in a dangerous or unsafe manner. The stop work order shall be in writing and shall be given to the owner of the property or to the owner’s agent, or to the person doing the work. The stop work order shall state the conditions under which work is authorized to resume. Where an emergency exists, the building official shall not be required to give a written notice prior to stopping work. Any person who shall continue any work in or about the structure after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to issuance of a citation by the building official to appear in the Lawrenceville Municipal Court to respond to violations of any of the provisions of this code.

(d) *Violation penalties*. Any person who shall violate a provision of this code or who shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair structural, electrical, fuel gas piping, mechanical or plumbing work in violation of the authorized construction documents or directive of the building official, or of a permit or certificate issued under the provisions of this code, shall be guilty of violating a duly adopted ordinance, and subject to punishment upon conviction of any such violation in accordance with section 1-16 of the Code of the City of Lawrenceville, Georgia. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

(e) *Abatement of violation*. When any building structure, or electrical, fuel gas piping, mechanical or plumbing system or installation is maintained in violation of this code, and in violation of a notice issued pursuant to the provisions of this section, the building official shall institute appropriate action to prevent, restrain, correct or abate the violation. The imposition of the penalties herein prescribed shall not preclude the legal officer of Lawrenceville from instituting appropriate action to prevent unlawful construction, restrain, correct or abate a violation, prevent illegal occupancy of a building, structure or premises, or stop an illegal act, conduct, business or utilization of the installations on or about any premises.

SECTION 10-242. Means of appeals.

(a) *Application for appeal*. The owner of a building, structure or service system, or authorized agent, shall have the right to appeal a denial, revocation of a permit, or administrative decision of the building official to the Lawrenceville Board of Appeals.

SECTION 10-243. Certificate of occupancy and certificate of completion.

(a) *Certificate of occupancy*. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City of Lawrenceville.

(b) *Certificate of completion*. A certificate of completion is issued by the building official to document that the construction work applicable to each building, structure, system, or space with no change in use or occupancy is complete and is not subject to any known violations of the provisions of this code, state or local law. Authorization to occupy a building or habitable structure or connect a building or habitable structure to a permanent utility system is granted only upon issuance of a certificate of occupancy. Issuance of a certificate of completion shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City of Lawrenceville.

(c) *Certificate issued*. After the building official inspects the building or structure and finds no violation of the provisions of this code or other ordinances and laws that are enforced by the Department of Planning and Development, the building official shall issue a certificate of occupancy or certificate of completion as applicable that contains the following:

(1) The building permit number.

(2) The address of the structure.

(3) Parcel identification number.

(4) Lot/block location (residential only).

(5) A description of that portion of the structure for which the certificate is issued.

(6) The name of the inspector responsible for certificate issuance.

(7) The use and occupancy, in accordance with state law.

(8) The maximum occupant load (certificate of occupancy only).

(9) Any special stipulations and conditions of the building permit.

(10) Zoning classification.

(d) *Temporary occupancy*.
The building official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The building official shall set a time during which the temporary certificate of occupancy is valid.

(e) *Revocation*.
The building official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation of any of the provisions of this code.

SECTION 10-244. Service utilities.

(a) *Connection of service utilities*. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the building official.

(b) *Temporary connection*. The building official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.
(c) *Authority to order disconnection of utility service*. The building official shall have the authority to order disconnection of utility service to the building, structure or system regulated by this code in case of emergency, where necessary, to eliminate an immediate danger to life or property. Written notice of such order to disconnect service and the causes thereof shall be given within 24 hours to the owner and occupant of such building, structure or premises, provided, however, that in cases of immediate danger to life or property, such disconnection shall be made immediately without such notice. Where energy sources are provided by a public utility, the building official shall immediately notify the serving utility in writing of the issuance of such order to disconnect. Where possible, the owner and occupant of the building, structure or service system shall be notified of the decision to disconnect utility service prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or system shall be notified in writing, as soon as practical thereafter.

(d) *Connection after order to disconnect utility service*. No person shall make connections from any energy, fuel, power supply or water distribution system or supply energy, fuel or water to any electrical, gas, mechanical or plumbing system regulated by this code that has been disconnected or ordered to be disconnected by the building official, or the use of which has been ordered to be disconnected by the building official until the building official authorizes the reconnection and use of such electrical, fuel gas piping, mechanical or plumbing system.

IT IS SO ORDAINED, this ____ day of _______________, 2020.

____
David R. Still, Mayor

Attest: ___________________________
Karen Pierce, City Clerk

LAWRENCEVILLE
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AGENDA REPORT
MEETING: SPECIAL CALL, MAY 13, 2020
AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Fiscal Year 2021 Capital Discussion
Department:	Finance
Date of Meeting:	Wednesday, May 13, 2020
Fiscal Impact:	N/A
Presented By:	Keith Lee
Action Requested:	N/A

Summary: Discuss the proposed Fiscal Year 2021 Capital Items

Fiscal Impact: Not Applicable

Attachments/Exhibits:
FY 2021 Proposed Budget 2nd Council.pdf

FY 2021 Proposed Budget

May 13, 2020

Agenda

- Overview
- New Capital
- Adjustments
- Enterprise Funds
- 5 year CIP
- Questions

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4.

Capital Projects - Overview

Funding Source	Amount
General	$11,611,449
SPLOST	$2,797,445
SPLOST Joint	$2,100,402
Confiscated Assets	$360,395
Water	$403,225
Electric	$830,000
Gas	$2,891,230
Solid Waste	$0
Stormwater	$1,752,705
Fleet Services	$0
Total	**$22,746,851**

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Capital Projects - Overview

Department	FY 2021
Admin	$9,085,071
IT	$663,865
Police	$395,794
PW	$319,685
Streets	$5,370,276
Fleet	$1,035,000
Water	$403,225
Electric	$830,000
Gas	$2,891,230
Stormwater	$1,752,705
Total	**$22,746,851**

Capital – New Capital

- Capital for Proposed eight new positions
  - Senior Project Manager – Vehicle $28,000 (Stormwater)
  - 4 Police Officers (Complete Shift) – Vehicle (4) $220,000
  - 3 Street Maintenance Workers (Complete Crew) – Vehicle $45,000
- Self Contained Leaf Vac - $70,000
- Clayton Street building repairs - $50,000
- Phillips Rd / Sims Rd repair - $500,000
- City Hall Art & Bicentennial Celebration - $50,000

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Capital – New Capital

- Backup System for City Hall - $150,000
- Fleet Management software - $25,000
- iPads for Damage Prevention - $37,000
- Upgrade Android tablets - $15,000
- Hotbox Trailer - $27,500
- Aurora theater roof coating - $85,500
- Bottle filling stations - $9,000

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Capital – New Capital

- Police radios - $185,705
- Body worn camera replacements - $83,250
- CCTV video cameras - $91,440

Capital Adjustments

- Adjustments for COVID-19
  - Police Capital to Confiscated Assets - $360K
  - Moved Eligible Gas Capital to 2015 Bonds $2M
  - Reduced capital request based on FY 2020 savings $937K
  - Moved Redevelopment Funds to contingency $500K
  - Moved Sims/Phillips improves to contingency $250k
  - Reduced vehicle replacement by $584K

Capital - Water fund

Vehicle/Equipment Replacement	$15,000
Water Meter Replacement	$40,000
Water Line Replacement	$250,500
Water Plant Replacement	$75,000
Telemetry	$22,725
	$403,225

Capital - Electric Fund

Tree Trimming	$115,000
Street Light Upgrade to LED	$35,000
Gang Switch Installation and Replacement	$35,000
Underground Cable Replacement	$50,000
Underground Equipoment Refurbishment Program	$20,000
LPAC Transformer and cable	$95,000
Lawrence Hotel transformer, lighting, and cable	$80,000
New Services (Reimbursable)	$400,000
	$830,000

Capital - Gas Fund

Meter Change-Outs	$100,000
New Mains & Services	$1,309,500
Pressure Improvements	$703,550
Steel Replacement	$475,000
Plastic Replacement	$303,180
	$2,891,230

Capital - Stormwater Fund

Storm Water Maintenance	$1,474,705
Phillips Rd	$250,000
New Position Vehicle for Stormwater (1)	$28,000
	$1,752,705

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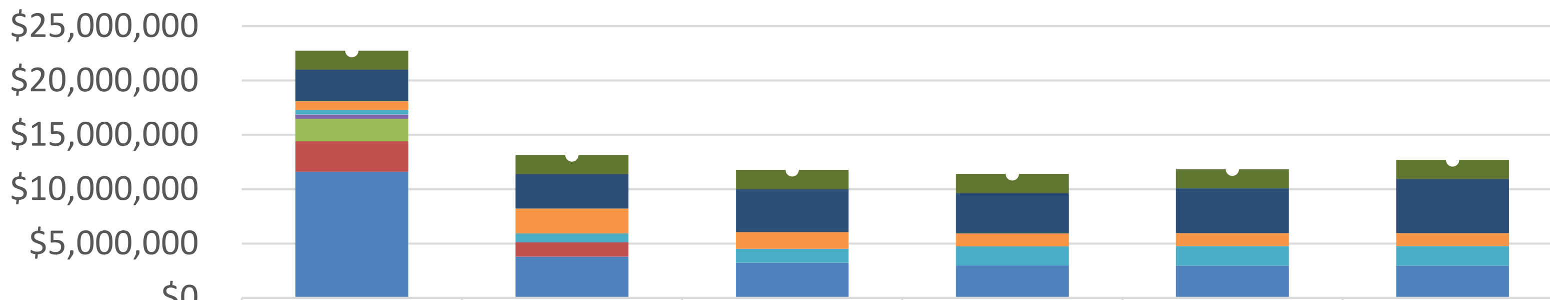
4.

Capital – 5 year Plan



	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
Stormwater	$1,752,705	$1,752,705	$1,752,705	$1,752,705	$1,752,705	$1,752,705
Gas	$2,891,230	$3,177,200	$3,969,550	$3,709,970	$4,115,110	$4,974,160
Electric	$830,000	$2,285,000	$1,535,000	$1,190,000	$1,190,000	$1,190,000
Water	$403,225	$830,500	$1,282,500	$1,760,000	$1,811,000	$1,811,000
Confiscated Assets	$360,395	$0	$0	$0	$0	$0
SPLOST Joint	$2,100,402	$0	$0	$0	$0	$0
SPLOST	$2,797,445	$1,300,000	$0	$0	$0	$0
General	$11,611,449	$3,799,685	$3,229,359	$2,988,124	$2,963,124	$2,963,124
Total	$22,746,851	$13,145,090	$11,769,114	$11,400,799	$11,831,939	$12,690,989

Capital– Wrap Up

- General fund capital tappers off in the five year plan
- SPLOST Renewal in 2022
  - Should be aligned with Capital needs and ensure cost estimates are escalated for expected construction time frame.
- FY 2021 capital reductions due to COVID-91 will be reevaluated during the first quarter of FY 2021 (depends on revenue)
- Use of Fund Balance for Parking Deck of $5,000,000 was planned and expected
- No future use of Fund Balance is planned

Questions