



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, July 27, 2020
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. May 20, 2020 Special Call and Executive Session
2. May 20, 2020 Regular Meeting
3. June 2, 2020 Special Call
4. June 10, 2020 Work Session
5. June 22, 2020 Special Call and Executive Session
6. June 22, 2020 Regular Meeting
7. July 8, 2020 Special Call
8. July 8, 2020 Work Session

Proclamations

9. Proclamation Condemning Racial and Social Injustice
10. Proclamation for Centennial of 19th Amendment

Recognitions

11. Municipal Court Judge Still

Announcements

Public Comment

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

Consent Agenda

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

- [12.](#) On-Demand Installation of New Gas Services on an Annual Contract
- [13.](#) On-Demand Installation of New Gas Mains on an Annual Contract
- [14.](#) False Alarm Tracking and Billing Services on an Annual Contract
- [15.](#) Purchase of Automotive Parts and Accessories on an Annual Contract
- [16.](#) Wood Pole Replacement Service on an Annual Contract
- [17.](#) Annual Renewal Agreement with Board of Regents on behalf of Georgia Gwinnett College for Vehicle Repair and Maintenance
- [18.](#) Annual Renewal Agreement with Lawrenceville Housing Authority for Vehicle Repair and Maintenance
- [19.](#) Ordinance to Approve Portfolio V Supplemental Contract with Municipal Gas Authority of Georgia (MGAG)

Public Hearing Old Business

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

- [20.](#) Millage Rate Public Hearing and Millage Approval

Public Hearing New Business

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

- [21.](#) RZC2020-00013; 1618 Properties, LLC c/o Marian Adeimy Avise; 179 E. Crogan Street
- [22.](#) RZC2020-00016 & SUP2020-00032; Family Promise of Gwinnett County; 757 Moon Road

[23.](#) CIC2020-00002; Walker Anderson Homes, LLC; 167 Branson Street, 182 Branson Street and 241 Church Street

[24.](#) RZM2020-00002; Ronny Kittle; 905 Moon Road and 550 Old Snellville Road

Council Business New Business

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

[25.](#) Purple Heart City – Resolution

[26.](#) Code Red

[27.](#) Purchase of Back-Up Generator for City Hall

[28.](#) Emergency Road Work from Water Main Break at Gwinnett Drive and Scenic Highway

[29.](#) Clayton Street at Nash Street Parking Lot Project

[30.](#) Amendment to Agreement with Impact 46

[31.](#) Memorandum of Understanding - Gwinnett County Adult Abuse, Neglect, and Exploitation Multidisciplinary Team (MDT)

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JULY 27, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	On-Demand Installation of New Gas Services on an Annual Contract
Department:	Gas
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	\$519,022.68
Presented By:	Todd Hardigree
Action Requested:	Approval to renew On-Demand Installation of New Gas Services on an Annual Contract to Harrison & Harrison, Inc. in the amount of \$519,022.68.

Summary: This is a demand service contract for labor and equipment to supplement the City of Lawrenceville's Gas Department work force and will be used on an "as needed" basis. The materials will be supplied by the department. The work to be performed consists of, but is not limited to the installation of new plastic gas services of 5/8" up to 4 inches. This is the fourth and final renewal option. Pricing has increased 2.3% as stipulated in the agreement.

Background:

Fiscal Impact: Amount not to exceed \$519,022.68. This project is funded by the Capital Outlay Fund (5154700.541000). Project 11-029.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

SB011-16

On-Demand Installation of New Gas Services on an Annual Contract

Gas Department

			Harrison & Harrison, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	ESTIMATED WORK PER UNIT	TOTAL PRICE
1	1/2"-3/4" PE SHORT SIDE SERVICE AND TAP	1 EA	\$574.99	700	\$402,491.74
2	1/2" -3/4" PE LONG SIDE SERVICE AND TAP	1 EA	\$821.41	75	\$61,605.88
3	2" POLYEHTYLENE GAS SERVICE – SHORT SIDE	1 EA	\$1,095.22	15	\$16,428.23
4	2" POLYETHYLENE GAS SERVICE LONG SIDE	1 EA	\$1,369.02	8	\$10,952.16
5	4" POLYEHTYLENE GAS SERVICE – SHORT SIDE	1 EA	\$1,916.63	1	\$1,916.63
6	4" POLYETHYLENE GAS SERVICE LONG SIDE	1 EA	\$2,738.04	1	\$2,738.04
7	3/4-INCH FARM TAP UP TO 100'-SHORT SIDE	1 EA	\$1,314.26	6	\$7,885.55
8	3/4-INCH FARM TAP UP TO 150'-LONG SIDE	1 EA	\$1,752.34	3	\$5,257.03
9	INSTALLATION OF SERVICE VALVES (ALL SIZES)	1 EA	\$164.28	30	\$4,928.47
10	BLAST ROCK REMOVAL PRICE PER LINEAR FT.	1 LIN. Ft.	\$48.19	100	\$4,818.95
TOTAL			\$519,022.68		
Will vendor hold pricing firm? Year One			CPI		
Will vendor hold pricing firm? Year Two			CPI		
Will vendor hold pricing firm? Year Three			CPI		
Will vendor hold pricing firm? Year Four			CPI		

Recommended vendor:

Harrison & Harrison, Inc.

P.O. Box 5635

Athens, GA 30604

P: 706-549-2555

F: 706-549-1504

email: jameyhh@bellsouth.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JULY 27, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	On-Demand Installation of New Gas Mains on an Annual Contract
Department:	Gas
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	\$614,908.81
Presented By:	Todd Hardigree
Action Requested:	Approval to renew On-Demand Installation of New Gas Mains on an Annual Contract to Harrison & Harrison, Inc. in the amount of \$614,908.81.

Summary: This is a demand service contract for labor and equipment to supplement the City of Lawrenceville's Gas Department work force and will be used on an "as needed" basis. The materials are supplied by the department. The work to be performed consists of, but is not limited to the installation of new 2", 4" and 6" plastic gas mains. This is the fourth and final renewal option. Pricing has increased 2.3% as stipulated in the agreement.

Background:

Fiscal Impact: Amount not to exceed \$614,908.81. This project is funded by the Capital Outlay Fund (5154700.541000). Project 11-031.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

SB010-16

On-Demand Installation of New Gas Mains on an Annual Contract

Gas Department

			Harrison & Harrison, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	ESTIMATED WORK PER UNIT	TOTAL PRICE
1	4-INCH POLYETHYLENE GAS MAIN	1 FT	\$10.95	10,000	\$109,521.56
2	2-INCH POLYETHYLENE GAS MAIN	1 FT	\$5.75	30,000	\$172,496.46
3	6-INCH POLYETHYLENE GAS MAIN	1 FT	\$15.33	500	\$7,666.51
4	4-INCH POLYETHYLENE GAS MAIN BORE	1 FT	\$19.71	1,250	\$24,642.35
5	2-INCH POLYETHYLENE GAS MAIN BORE	1 FT	\$13.14	5,000	\$65,712.94
6	6-INCH POLYETHYLENE GAS MAIN BORE	1 FT	\$24.09	500	\$12,047.37
7	4-INCH POLYETHYLENE GAS MAIN DIRECTIONAL ROCK BORE	1 FT	\$98.57	500	\$49,284.70
8	2-INCH POLYETHYLENE GAS MAIN DIRECTIONAL ROCK BORE	1 FT	\$71.19	500	\$35,594.51
9	6-INCH POLYETHYLENE GAS MAIN DIRECTIONAL ROCK BORE	1 FT	\$136.90	100	\$13,690.20
10	2" POLYETHYLENE VALVE INSTALLATION	1 EA	\$54.76	10	\$547.61
11	4" POLYETHYLENE VALVE INSTALLATION	1 EA	\$54.76	10	\$547.61
12	6" POLYETHYLENE VALVE INSTALLATION	1 EA	\$109.52	1	\$109.52
13	2" POLYETHYLENE MAIN TIE-IN	1 EA	\$547.61	10	\$5,476.08
14	4" POLYETHYLENE MAIN TIE-IN	1 EA	\$930.93	10	\$9,309.33
15	6" POLYETHYLENE MAIN TIE-IN	1 EA	\$1,040.45	2	\$2,080.91
16	1/2"-3/4" PE SHORT SIDE SERVICE, TAP AND TIE OVER	1 EA	\$602.37	30	\$18,071.06
17	1/2"-3/4" PE LONG SIDE SERVICE, TAP AND TIE OVER	1 EA	\$821.41	30	\$24,642.35

			Harrison & Harrison, Inc.		
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	ESTIMATED WORK PER UNIT	TOTAL PRICE
18	2" PE SHORT SIDE SERVICE, TAP AND TIE OVER	1 EA	\$821.41	5	\$4,107.06
19	2" PE LONG SIDE SERVICE, TAP AND TIE OVER	1 EA	\$1,314.26	5	\$6,571.29
20	4" PE SHORT SIDE SERVICE, TAP AND TIE OVER	1 EA	\$1,369.02	2	\$2,738.04
21	4" PE LONG SIDE SERVICE, TAP AND TIE OVER	1 EA	\$1,369.02	2	\$2,738.04
22	2 INCH TAP, STOP OR BOTTOM OUT STEEL TIE IN	1 EA	\$1,642.82	2	\$3,285.65
23	4 INCH TAP, STOP OR BOTTOM OUT STEEL TIE IN	1 EA	\$6,297.49	2	\$12,594.98
24	6 INCH TAP, STOP OR BOTTOM OUT STEEL TIE IN	1 EA	\$6,790.34	1	\$6,790.34
25	BLAST ROCK REMOVAL PRICE PER LINEAR FT.	1 LIN. Ft.	\$48.19	500	\$24,094.74
26	PLACEMENT OF LOCATE STATIONS/ MARKERS	1 EA	\$5.48	100	\$547.61
TOTAL			\$614,908.81		
Will vendor hold pricing firm? Year One			% Based on CPI Increase		
Will vendor hold pricing firm? Year Two			% Based on CPI Increase		
Will vendor hold pricing firm? Year Three			% Based on CPI Increase		
Will vendor hold pricing firm? Year Four			% Based on CPI Increase		

Recommended vendor:

Harrison & Harrison, Inc.
P.O. Box 5635
Athens, GA 30604
P: 706-549-2555
F: 706-549-1504
email: jameyhh@bellsouth.net



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AGENDA REPORT

MEETING: REGULAR MEETING, JULY 27, 2020

AGENDA CATEGORY: CONSENT

Item:	False Alarm Tracking and Billing Services on an Annual Contract
Department:	Police
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	Revenue
Presented By:	Tim Wallis
Action Requested:	Award False Alarm Tracking and Billing Services on an Annual Contract to the highest scoring firm, CentralSquare Technologies. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This contract will allow a third party vendor to register alarms within the City, assist in writing a false alarm ordinance based on best practices, and assist in developing a fee and fine schedule.

Background:

Fiscal Impact: Revenue generating. Amount to be determined based on number of false alarms and the set fee and fine schedule.

Attachments/Exhibits:

Score Tabulation
Percentage of Revenue Tabulation.

RP004-20**False Alarm Tracking and Billing Services on an Annual Contract****Police Department**

			CentralSquare Technologies	PM AM Corporation
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS
1	25	Qualifications in relation to project	21.33	22
2	25	Experience, Competence, and Capacity for Performance	21.67	19.67
3	25	Technical response (Project Approach)	22.67	24
4	25	Fixed fee percentage of collected revenue	17.5	15
TOTAL			83.17	80.67

Recommended Vendor:

CentralSquare Technologies

1000 Business Center Dr.

Lake Mary, FL 32746

800-727-1615

psyproposals@centralsquare.com

RP004-20

False Alarm Tracking and Billing Services on an Annual Contract

Police Department

		CentralSquare Technologies	PM AM Corporation
ITEM #	DESCRIPTION	PERCENTAGE	PERCENTAGE
1	City of Lawrenceville Percentage	70	60
2	Proposing Firm's Percentage	30	40



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AGENDA REPORT

MEETING: REGULAR SESSION, JULY 27, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Automotive Parts and Accessories on an Annual Contract
Department:	Fleet
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	\$315,000.00
Presented By:	Michael Rudnick
Action Requested:	Award Purchase of Automotive Parts and Accessories on an Annual Contract to the highest scoring firm, Advance Stores Company, Inc. d/b/a Advance Auto Parts in the amount of \$315,000.00.

Summary: This RFP was issued to qualified suppliers to provide quality auto parts along with superior warranties, a strong knowledge base of parts, expedited deliveries, and an E-Procurement solution.

Fiscal Impact: Amount of \$315,000.00. This contract is funded by the Fleet Fund (6204900.522230, 6204900.522235, 6204900.522240, 6204900.531122, 6204900.531124).

Attachments/Exhibits:

Score Tabulation
Cost Tabulation

RP003-20**Purchase of Automotive Parts and Accessories on an Annual Contract****Fleet Department**

			Advance Stores Company, Inc. d/b/a Advance Auto Parts	Genuine Parts Company d/b/a NAPA Auto Parts	Slack Auto Parts, LLC	Wade Ford, Inc.
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	30	Suppliers Capabilities	21.5	19.75	22.25	15.75
2	20	Quality of Products	16.25	15.25	14.5	0
3	20	Availability of Parts	16.75	15.5	12.5	6
4	15	E-Procurement	10.5	14.25	9.25	0
5	15	Pricing	11.7	9.13	15	10.3
TOTAL			76.7	73.88	73.5	32.05
6	20	Optional Interview	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	76.7	73.88	73.5	32.05

Recommended Vendor:

Advance Stores Company, Inc. d/b/a Advance Auto Parts

2635 E. Millbrook Rd.

Raleigh, NC 27604

919-573-2571

josh.karlau@advance-auto.com

RP003-20

Automotive Parts, Fluids and Accessories on an Annual Contract
Fleet

				Advance Stores Company, Inc. d/b/a Advance Auto Parts		Genuine Parts Company d/b/a NAPA Auto Parts		Slack Auto Parts, LLC		Wade Ford, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Oil Filter	1	Case	\$37.68	\$37.68	\$91.56	\$91.56	\$34.56	\$34.56	\$73.98	\$73.98
2	Oil Filter	1	Case	\$58.68	\$58.68	\$129.96	\$129.96	\$44.56	\$44.56	\$210.52	\$210.52
3	Oil Filter	1	Case	\$37.68	\$37.68	\$85.56	\$85.56	\$29.28	\$29.28	\$42.15	\$42.15
4	Oil Filter	1	Case	\$37.68	\$37.68	\$82.56	\$82.56	\$28.32	\$28.32	\$42.15	\$42.15
5	Cabin Filter	1	Each	\$12.21	\$12.21	\$19.81	\$19.81	\$7.76	\$7.76	\$35.58	\$35.58
6	Cabin Filter	1	Each	\$10.34	\$10.34	\$11.30	\$11.30	\$4.40	\$4.40	\$20.16	\$20.16
7	Air Filter	1	Each	\$14.46	\$14.46	\$16.17	\$16.17	\$6.32	\$6.32	\$32.03	\$32.03
8	Air Filter	1	Each	\$6.29	\$6.29	\$9.01	\$9.01	\$5.44	\$5.44	\$21.31	\$21.31
9	Air Filter	1	Each	\$13.29	\$13.29	\$19.77	\$19.77	\$11.96	\$11.96	\$45.04	\$45.04
10	Air Filter	1	Each	\$9.88	\$9.88	\$13.35	\$13.35	\$8.08	\$8.08	\$29.65	\$29.65
11	0W20 Dexos	1	Case	\$71.64	\$71.64	\$55.20	\$55.20	\$32.64	\$32.64	\$59.07	\$59.07
12	5W30 Dexos	1	Case	\$71.64	\$71.64	\$55.20	\$55.20	\$32.64	\$32.64	\$49.84	\$49.84
13	5W20 Dexos	1	Case	\$71.64	\$71.64	\$55.20	\$55.20	\$32.28	\$32.28	\$48.92	\$48.92
14	9006 Bulb	1	Each	\$4.00	\$4.00	\$2.93	\$2.93	\$2.47	\$2.47	\$8.82	\$8.82
15	9008 Bulb	1	Each	\$8.20	\$8.20	\$9.65	\$9.65	\$5.99	\$5.99	\$9.77	\$9.77
16	9005 Bulb	1	Each	\$8.55	\$8.55	\$3.02	\$3.02	\$2.13	\$2.13	\$10.47	\$10.47
17	Rear Pads	1	Set	\$27.94	\$27.94	\$32.90	\$32.90	\$24.82	\$24.82	\$34.97	\$34.97
18	Front Pads	1	Set	\$31.84	\$31.84	\$32.90	\$32.90	\$24.12	\$24.12	\$24.47	\$24.47
19	Rear Pads	1	Set	\$25.99	\$25.99	\$35.79	\$35.79	\$23.31	\$23.31	\$24.47	\$24.47
20	Front Pads	1	Set	\$25.99	\$25.99	\$35.79	\$35.79	\$41.50	\$41.50	\$24.47	\$24.47
21	Radiator Fan	1	Each	\$185.29	\$185.29	\$163.02	\$163.02	\$74.39	\$74.39	\$174.98	\$174.98
22	Spark Plug	1	Box	\$68.32	\$68.32	\$51.40	\$51.40	\$28.76	\$28.76	\$35.96	\$35.96
23	Spark Plug	1	Box	\$17.20	\$17.20	\$18.90	\$18.90	\$4.32	\$4.32	\$12.88	\$12.88
24	Brake Cleaner	1	Case	\$31.32	\$31.32	\$23.88	\$23.88	\$23.88	\$23.88	\$32.40	\$32.40
25	Antifreeze Full strength	1	Case	\$102.54	\$102.54	\$105.36	\$105.36	\$71.34	\$71.34	\$119.88	\$119.88
26	Lower Control Arm	1	Each	\$85.48	\$85.48	\$86.66	\$86.66	\$40.93	\$40.93	\$30.98	\$30.98
27	Power Steering Pump	1	Each	N/B	\$0.00	\$172.56	\$172.56	\$154.50	\$154.50	\$101.20	\$101.20
28	Power Steering Pump	1	Each	N/B	\$0.00	\$223.20	\$223.20	\$135.10	\$135.10	\$121.60	\$121.60
29	Radiator	1	Each	\$209.94	\$209.94	\$210.30	\$210.30	\$151.69	\$151.69	\$162.96	\$162.96
30	Motor Mount	1	Each	\$139.31	\$139.31	\$112.05	\$112.05	\$34.84	\$34.84	\$43.64	\$43.64
31	Wheel Bearing	1	Each	\$13.86	\$13.86	\$15.70	\$15.70	\$7.18	\$7.18	\$12.08	\$12.08
32	Wiper blade	1	Each	\$12.72	\$12.72	\$6.05	\$6.05	\$5.94	\$5.94	\$20.00	\$20.00
33	Wiper blade	1	Each	\$12.05	\$12.05	\$5.22	\$5.22	\$5.94	\$5.94	\$20.00	\$20.00
34	Wiper blade	1	Each	\$9.37	\$9.37	\$11.96	\$11.96	\$13.53	\$13.53	\$22.02	\$22.02
35	Wiper blade	1	Case	\$66.90	\$66.90	\$139.95	\$139.95	\$27.50	\$27.50	\$119.90	\$119.90

36	Wiper blade	1	Case	\$66.90	\$66.90	\$104.96	\$104.96	\$20.30	\$20.30	\$119.90	\$119.90
37	Wiper blade	1	Case	\$167.40	\$167.40	\$105.20	\$105.20	\$77.70	\$77.70	\$30.01	\$30.01
38	Battery	1	Each	\$138.01	\$138.01	\$142.74	\$142.74	\$114.12	\$114.12	\$290.16	\$290.16
39	Battery	1	Each	\$138.01	\$138.01	\$152.12	\$152.12	\$123.31	\$123.31	\$290.16	\$290.16
40	Battery	1	Each	\$90.44	\$90.44	\$119.06	\$119.06	\$69.97	\$69.97	\$164.43	\$164.43
41	Battery	1	Each	\$113.89	\$113.89	\$115.59	\$115.59	\$62.18	\$62.18	\$171.05	\$171.05
42	Dodge Charger Front Pads (Non-Pursuit)	1	Each	\$33.14	\$33.14	\$37.73	\$37.73	\$35.76	\$35.76	\$30.00	\$30.00
43	Dodge Charger Front Pads (Pursuit)	1	Each	\$45.49	\$45.49	\$60.31	\$60.31	\$35.04	\$35.04	\$30.00	\$30.00
44	Dodge Charger Rear Pads (Non-Pursuit)	1	Each	\$33.14	\$33.14	\$37.73	\$37.73	\$31.93	\$31.93	\$30.00	\$30.00
45	Dodge Charger Rear Pads (Pursuit)	1	Each	\$38.99	\$38.99	\$59.38	\$59.38	\$33.34	\$33.34	\$30.00	\$30.00
46	Dodge Charger Front Rotor (Pursuit)	1	Each	\$54.44	\$54.44	\$73.53	\$73.53	\$53.19	\$53.19	\$30.00	\$30.00
47	Dodge Charger Front Rotor (Non-Pursuit)	1	Each	\$48.74	\$48.74	\$52.10	\$52.10	\$68.70	\$68.70	\$30.00	\$30.00
48	Dodge Charger Rear Rotor (Pursuit & Non-Pursuit)	1	Each	\$48.94	\$48.94	\$47.68	\$47.68	\$49.61	\$49.61	\$30.00	\$30.00
49	Ford Interceptor/Explorer Front Pads (Pursuit)	1	Each	\$51.99	\$51.99	\$55.52	\$55.52	\$39.26	\$39.26	\$40.00	\$40.00
50	Ford Interceptor/Explorer Rear Pads (Pursuit)	1	Each	\$20.79	\$20.79	\$54.45	\$54.45	\$29.94	\$29.94	\$30.00	\$30.00
51	Ford Interceptor/Explorer Front Rotor (Pursuit)	1	Each	\$70.39	\$70.39	\$109.54	\$109.54	\$55.50	\$55.50	\$30.00	\$30.00
52	Ford Interceptor/Explorer Rear Rotor (Pursuit)	1	Each	\$42.89	\$42.89	\$44.84	\$44.84	\$37.72	\$37.72	\$30.00	\$30.00
53	Crown Vic Front Pads (Pursuit)	1	Each	\$38.99	\$38.99	\$58.78	\$58.78	\$33.29	\$33.29	\$30.00	\$30.00
54	Crown Vic Rear Pads (Pursuit)	1	Each	\$26.64	\$26.64	\$62.20	\$62.20	\$33.03	\$33.03	\$30.00	\$30.00
55	Crown Vic Front Rotor (Pursuit)	1	Each	\$54.44	\$54.44	\$80.63	\$80.63	\$68.33	\$68.33	\$30.00	\$30.00
56	Crown Vic Rear Rotor (Pursuit)	1	Each	\$39.04	\$39.04	\$36.88	\$36.88	\$42.20	\$42.20	\$30.00	\$30.00
57	Chevrolet Tahoe Front Pads (Pursuit)	1	Each	\$48.74	\$48.74	\$61.42	\$61.42	\$25.87	\$25.87	\$40.00	\$40.00
58	Chevrolet Tahoe Rear Pads (Pursuit)	1	Each	\$47.44	\$47.44	\$57.66	\$57.66	\$25.87	\$25.87	\$40.00	\$40.00
59	Chevrolet Tahoe Front Rotor (Pursuit)	1	Each	\$54.99	\$54.99	\$76.93	\$76.93	\$46.60	\$46.60	\$40.00	\$40.00
60	Chevrolet Tahoe Rear Rotor (Pursuit)	1	Each	\$63.24	\$63.24	\$56.20	\$56.20	\$42.78	\$42.78	\$40.00	\$40.00
TOTAL				\$3,117.03		\$4,007.02		\$2,437.96		\$3,564.03	
Will vendor hold pricing firm? Renewal Option 1				Adjust Coop		Yes		Yes		Yes	
Will vendor hold pricing firm? Renewal Option 2				Adjust Coop		Yes		Yes		Yes	
Will vendor hold pricing firm? Renewal Option 3				Adjust Coop		Yes		Yes		Yes	
Will vendor hold pricing firm? Renewal Option 4				Adjust Coop		Yes		Yes		Yes	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JULY 27, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Wood Pole Replacement Service on an Annual Contract
Department:	Electric
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	\$100,000.00
Presented By:	Barry Mock
Action Requested:	Approval to renew Wood Pole Replacement Service on an Annual Contract to Over and Under General Contractors, Inc. in the amount of \$100,000.00.

Summary: This is a demand contract for labor to replace wood utility poles that have failed inspection. This contract will be used on an as needed basis. The materials will be supplied by the Electric Department. This is the third of four renewal options. Pricing has increased 2% as stipulated in the agreement.

Fiscal Impact: Amount not to exceed \$100,000.00. This project is funded by the Contract Labor Fund (5104600.523850) and the Capital Outlay Fund (5104600.541000).

Attachments/Exhibits:
Bid Tabulation

SB018-17

Wood Pole Replacement Service on an Annual Contract
Electric Department

				Over and Under General Contractors, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	POLE, 30 FT CLASS 5	1	INSTALL	\$285.06	\$285.06
2	POLE, 35 FT CLASS 6	1	INSTALL	\$284.99	\$284.99
3	POLE, 40 FT CLASS 2	1	INSTALL	\$429.83	\$429.83
4	POLE, 45 FT CLASS 2	1	INSTALL	\$433.79	\$433.79
5	POLE, 50 FT CLASS 2	1	INSTALL	\$433.46	\$433.46
6	POLE, 55 FT CLASS 2	1	INSTALL	\$487.01	\$487.01
7	POLE, 60 FT CLASS 2	1	INSTALL	\$591.46	\$591.46
8	POLE, 65 FT CLASS 2	1	INSTALL	\$717.43	\$717.43
9	SPLIT BOLT ON EXISTING POLE TOP	1	INSTALL	\$17.31	\$17.31
10	LIGHT, FLOOD	1	INSTALL	\$151.86	\$151.86
11	LIGHT, ROADWAY	1	INSTALL	\$115.09	\$115.09
12	LIGHT, SECURITY	1	INSTALL	\$102.33	\$102.33
13	LIGHT ARM, 2'	1	INSTALL	\$51.15	\$51.15
14	LIGHT ARM, 12'	1	INSTALL	\$79.30	\$79.30
15	OH TRANSFORMER 10KVA - 75 KVA	1	INSTALL	\$257.05	\$257.05
16	OH TRANSFORMER BANK, -XX KVA	1	INSTALL	\$365.28	\$365.28
17	OH TRANSFORMER BANK, 3-XX KVA	1	INSTALL	\$442.49	\$442.49
18	PLATFORM MOUNT TRANSFORMER BANK	1	INSTALL	\$508.18	\$508.18
19	UG PRI SPLICE, 1/0 CABLE	1	INSTALL	\$117.27	\$117.27
20	UG PRI SPLICE, 1000 MCM CABLE	1	INSTALL	\$117.27	\$117.27
21	UG SEC SPLICE, #2	1	INSTALL	\$32.94	\$32.94
22	UG SEC SPLICE, #2/0	1	INSTALL	\$35.18	\$35.18
23	UG SEC SPLICE, 350 MCM	1	INSTALL	\$32.94	\$32.94
24	UG SEC SPLICE, #4/0	1	INSTALL	\$35.18	\$35.18
25	UG SEC SPLICE, #6	1	INSTALL	\$32.94	\$32.94
26	SHIELD, 2"	1	INSTALL	\$194.78	\$194.78
27	SHIELD, 4"-6"	1	INSTALL	\$194.78	\$194.78
28	TRANSFER UG SERVICE RISER TO NEW POLE	1	INSTALL	\$135.26	\$135.26
29	HAND TRENCHING AND DIGGING (BY THE FOOT)	1	INSTALL	\$41.30	\$41.30
30	UG TERM ASSEM,1PH,1/0	1	INSTALL	\$319.71	\$319.71
31	UG TERM ASSEM,2PH,1/0	1	INSTALL	\$586.37	\$586.37
32	UG TERM ASSEM,3PH,1/0	1	INSTALL	\$941.89	\$941.89
33	UG TERM ASSEM,3PH,1000	1	INSTALL	\$1,947.81	\$1,947.81
34	1PH, 0-5 DEG	1	INSTALL	\$44.86	\$44.86
35	1PH, 5-30 DEG	1	INSTALL	\$50.85	\$50.85
36	1PH, 30-60 DEG	1	INSTALL	\$77.67	\$77.67
37	1PH, 60-90 DEG	1	INSTALL	\$107.61	\$107.61
38	1PH, SGL DE	1	INSTALL	\$77.67	\$77.67
39	1PH, TAP TO 1PH	1	INSTALL	\$80.75	\$80.75
40	1PH, TAP TO 2 OR 3PH	1	INSTALL	\$82.20	\$82.20
41	1PH, DOUBLE DE	1	INSTALL	\$151.33	\$151.33
42	2PH, 0-5 DEG	1	INSTALL	\$122.14	\$122.14
43	2PH, 5-30 DEG	1	INSTALL	\$155.39	\$155.39

44	2PH, 30-60 DEG	1	INSTALL	\$183.82	\$183.82
45	2PH, 60-90 DEG	1	INSTALL	\$203.37	\$203.37
46	2PH, SGL DE	1	INSTALL	\$218.03	\$218.03
47	2PH, TAP TO 1PH	1	INSTALL	\$90.82	\$90.82
48	2PH, TAP TO 2 OR 3PH	1	INSTALL	\$90.82	\$90.82
49	2PH, DOUBLE DE	1	INSTALL	\$285.18	\$285.18
50	3PH, 0-5 DEG	1	INSTALL	\$194.69	\$194.69
51	3PH, 5-30 DEG	1	INSTALL	\$177.85	\$177.85
52	3PH, 30-60 DEG	1	INSTALL	\$183.84	\$183.84
53	3PH, 60-90 DEG	1	INSTALL	\$283.98	\$283.98
54	3PH, SGL DE	1	INSTALL	\$140.50	\$140.50
55	3PH, TAP TO 1PH	1	INSTALL	\$90.82	\$90.82
56	3PH, TAP TO 2 OR 3PH	1	INSTALL	\$90.82	\$90.82
57	3PH, DOUBLE DE	1	INSTALL	\$359.57	\$359.57
58	3PH,DBL-CIR,SGL XARM, 0-5 DEG	1	INSTALL	\$230.17	\$230.17
59	3PH DBL-CIR, DBL XARM 5-30 DEG	1	INSTALL	\$299.36	\$299.36
60	GUY, SGL DOWN GUY, 3/8" THRU BOLT TYPE	1	INSTALL	\$104.91	\$104.91
61	GUY, SINGLE OH GUY, THRU BOLT TYPE	1	INSTALL	\$133.33	\$133.33
62	GUY, GUY MARKER	1	INSTALL	\$17.92	\$17.92
63	GUY, 2-DOWN GUY, 3/8"THRU BOLT TYPE	1	INSTALL	\$127.86	\$127.86
64	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	1	INSTALL	\$187.37	\$187.37
65	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	1	INSTALL	\$244.21	\$244.21
66	GUY, SIDEWALK TYPE (REQUIRES PIPE)	1	INSTALL	\$100.71	\$100.71
67	GUY INSULATOR, POLE ATTACH	1	INSTALL	\$77.80	\$77.80
68	GUY INSULATOR, MID GUY	1	INSTALL	\$89.49	\$89.49
69	ANCHOR, BUST/EXPANSION	1	INSTALL	\$168.22	\$168.22
70	REPULL EXISTING GUY	1	INSTALL	\$78.77	\$78.77
71	GROUNDING ASSEMBLY, GROUND ROD TYPE	1	INSTALL	\$53.81	\$53.81
72	IN LINE SWITCH,600A	1	INSTALL	\$102.33	\$102.33
73	SWITCH,GANG OPER, 3PH, HORIZ	1	INSTALL	\$1,942.99	\$1,942.99
74	SWITCH,GANG OPER, 3PH, VERT	1	INSTALL	\$1,942.99	\$1,942.99
75	3 PHASE HANGING ARRESTER	1	INSTALL	\$189.86	\$189.86
76	ARRESTER, PRI-DIST	1	INSTALL	\$44.86	\$44.86
77	SWITCH AND ARRESTER ON POLE	1	INSTALL	\$189.86	\$189.86
78	JUMPER INSTALLATION (6 CU)	1	INSTALL	\$78.17	\$78.17
79	JUMPER INSTALLATION (4-1/0)	1	INSTALL	\$30.71	\$30.71
80	JUMPER INSTALLATION (2/0-336)	1	INSTALL	\$39.09	\$39.09
81	JUMPER INSTALLATION (477-795)	1	INSTALL	\$78.17	\$78.17
82	ARMOR ROD, PF, (#2/0-336)	1	INSTALL	\$50.24	\$50.24
83	ARMOR ROD, PF, (#4-1/0)	1	INSTALL	\$39.09	\$39.09
84	ARMOR ROD, PF, (#477-795)	1	INSTALL	\$58.63	\$58.63
85	FULL TENSION SLEEVES, (#2/0-336)	1	INSTALL	\$67.02	\$67.02
86	FULL TENSION SLEEVES, (#4-1/0)	1	INSTALL	\$51.15	\$51.15
87	FULL TENSION SLEEVES, (#477-795)	1	INSTALL	\$106.09	\$106.09
88	QUICKIE SLEEVES, (#2/0-336)	1	INSTALL	\$48.70	\$48.70
89	QUICKIE SLEEVES, (#4-1/0)	1	INSTALL	\$48.70	\$48.70
90	HOTLINE CLAMP	1	INSTALL	\$44.86	\$44.86
91	CROSSARM BRACES, WOOD & BOLTS	1	INSTALL	\$57.57	\$57.57
92	CROSSARM, WOOD	1	INSTALL	\$89.51	\$89.51
93	CROSSARM, STEEL	1	INSTALL	\$89.51	\$89.51
94	FIBERGLASS/POLYMER INSULATOR	1	INSTALL	\$60.53	\$60.53
95	SUSPENSION INSULATOR	1	INSTALL	\$155.82	\$155.82
96	POLE TOP POST INSUL W/BACKET,CLAMP TYPE	1	INSTALL	\$51.37	\$51.37

97	HORIZONTAL POST INSUL CLAMP	1	INSTALL	\$51.37	\$51.37
98	VERTICAL POST INSUL CLAMP	1	INSTALL	\$35.68	\$35.68
99	PRI INSULATOR, ASSEMBLY, POLE TOP	1	INSTALL	\$44.86	\$44.86
100	PRI INSULATOR, ASSEMBLY, SIDE TYPE	1	INSTALL	\$74.73	\$74.73
101	1PH,CUTOUT, ARRESTOR & BRACKET	1	INSTALL	\$83.95	\$83.95
102	2PH,CUTOUT, ARRESTOR & BRACKET	1	INSTALL	\$153.40	\$153.40
103	3PH,CUTOUT, ARRESTOR & BRACKET	1	INSTALL	\$222.83	\$222.83
104	POLE TOP PIN & INSUL (OFFSET)	1	INSTALL	\$44.86	\$44.86
105	XARM CLAMP TYPE INS	1	INSTALL	\$40.31	\$40.31
106	1PH EQUIP BRACKET	1	INSTALL	\$35.45	\$35.45
107	3PH EQUIP BRACKET	1	INSTALL	\$51.15	\$51.15
108	EYE BOLT ASSEMBLY	1	INSTALL	\$12.92	\$12.92
109	OH 1-PHASE PRIMARY TRANSFER	1	INSTALL	\$97.15	\$97.15
110	OH 2-PHASE PRIMARY TRANSFER	1	INSTALL	\$173.68	\$173.68
111	OH 3-PHASE PRIMARY TRANSFER	1	INSTALL	\$252.39	\$252.39
112	OH 1-PHASE PRIMARY RESAG	1	INSTALL	\$106.66	\$106.66
113	OH 2-PHASE PRIMARY RESAG	1	INSTALL	\$185.43	\$185.43
114	OH 3-PHASE PRIMARY RESAG	1	INSTALL	\$268.61	\$268.61
115	OH SECONDARY ASSEMBLY	1	INSTALL	\$41.55	\$41.55
116	OH SECONDARY RESAG	1	INSTALL	\$53.07	\$53.07
117	OH SERVICE ASSEMBLY	1	INSTALL	\$65.98	\$65.98
118	OH SERVICE MOVE	1	INSTALL	\$73.61	\$73.61
119	WIRE, #1/0 ACSR 6/1 RAVEN	1	INSTALL	\$971.53	\$971.53
120	WIRE, 336 ACSR 18/1 MERLIN	1	INSTALL	\$1,569.37	\$1,569.37
121	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	1	INSTALL	\$383.64	\$383.64
122	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	1	INSTALL	\$735.31	\$735.31
123	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	1	INSTALL	\$402.82	\$402.82
124	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	1	INSTALL	\$863.19	\$863.19
125	WIRE, OH, #1/0 AL QUAD XLP	1	INSTALL	\$767.30	\$767.30
126	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	1	INSTALL	\$927.15	\$927.15
127	WIRE, UG 1000MCM PRIMARY UG CABLE	1	INSTALL	\$1,233.70	\$1,233.70
128	WIRE, UG, #2/0,PRIMARY UG CABLE	1	INSTALL	\$616.83	\$616.83
129	WIRE, UG, #4/0 AL TRIPLEX XLP	1	INSTALL	\$740.22	\$740.22
130	ADDITIONAL GROUND TO NEUTRAL BOND	1	INSTALL	\$51.10	\$51.10
131	POLE, 30 FT CLASS 5	1	REMOVE	\$159.85	\$159.85
132	POLE, 35 FT CLASS 6	1	REMOVE	\$185.44	\$185.44
133	POLE, 40 FT CLASS 2	1	REMOVE	\$198.20	\$198.20
134	POLE, 45 FT CLASS 2	1	REMOVE	\$230.17	\$230.17
135	POLE, 50 FT CLASS 2	1	REMOVE	\$249.37	\$249.37
136	POLE, 55 FT CLASS 2	1	REMOVE	\$268.57	\$268.57
137	POLE, 60 FT CLASS 2	1	REMOVE	\$284.55	\$284.55
138	POLE, 65 FT CLASS 2	1	REMOVE	\$322.50	\$322.50
139	SPLIT BOLT ON EXISTING POLE TOP	1	REMOVE	\$17.31	\$17.31
140	LIGHT, FLOOD	1	REMOVE	\$63.95	\$63.95
141	LIGHT, ROADWAY	1	REMOVE	\$57.57	\$57.57
142	LIGHT, SECURITY	1	REMOVE	\$58.25	\$58.25
143	LIGHT ARM, 2'	1	REMOVE	\$22.33	\$22.33
144	LIGHT ARM, 12'	1	REMOVE	\$33.50	\$33.50
145	OH TRANSFORMER 10KVA - 75 KVA	1	REMOVE	\$165.67	\$165.67
146	OH TRANSFORMER BANK, -XX KVA	1	REMOVE	\$285.09	\$285.09
147	OH TRANSFORMER BANK, 3-XX KVA	1	REMOVE	\$394.41	\$394.41
148	PLATFORM MOUNT TRANSFORMER BANK	1	REMOVE	\$346.28	\$346.28
149	UG PRI SPLICE, 1/0 CABLE	1	REMOVE	\$117.27	\$117.27

150	UG PRI SPLICE, 1000 MCM CABLE	1	REMOVE	\$117.27	\$117.27
151	UG SEC SPLICE, #2	1	REMOVE	\$32.94	\$32.94
152	UG SEC SPLICE, #2/0	1	REMOVE	\$35.18	\$35.18
153	UG SEC SPLICE, 350 MCM	1	REMOVE	\$32.94	\$32.94
154	UG SEC SPLICE, #4/0	1	REMOVE	\$35.18	\$35.18
155	UG SEC SPLICE, #6	1	REMOVE	\$32.94	\$32.94
156	SHIELD, 2"	1	REMOVE	\$146.09	\$146.09
157	SHIELD, 4"-6"	1	REMOVE	\$146.09	\$146.09
158	TRANSFER UG SERVICE RISER TO NEW POLE	1	REMOVE	\$324.64	\$324.64
159	HAND TRENCHING AND DIGGING (BY THE FOOT)	1	REMOVE	\$17.14	\$17.14
160	UG TERM ASSEM,1PH,1/0	1	REMOVE	\$148.92	\$148.92
161	UG TERM ASSEM,2PH,1/0	1	REMOVE	\$223.33	\$223.33
162	UG TERM ASSEM,3PH,1/0	1	REMOVE	\$372.29	\$372.29
163	UG TERM ASSEM,3PH,1000	1	REMOVE	\$1,656.69	\$1,656.69
164	1PH, 0-5 DEG	1	REMOVE	\$37.39	\$37.39
165	1PH, 5-30 DEG	1	REMOVE	\$42.38	\$42.38
166	1PH, 30-60 DEG	1	REMOVE	\$64.73	\$64.73
167	1PH, 60-90 DEG	1	REMOVE	\$89.68	\$89.68
168	1PH, SGL DE	1	REMOVE	\$64.73	\$64.73
169	1PH, TAP TO 1PH	1	REMOVE	\$67.29	\$67.29
170	1PH, TAP TO 2 OR 3PH	1	REMOVE	\$126.11	\$126.11
171	1PH, DOUBLE DE	1	REMOVE	\$101.78	\$101.78
172	2PH, 0-5 DEG	1	REMOVE	\$129.50	\$129.50
173	2PH, 5-30 DEG	1	REMOVE	\$153.18	\$153.18
174	2PH, 30-60 DEG	1	REMOVE	\$169.38	\$169.38
175	2PH, 60-90 DEG	1	REMOVE	\$181.69	\$181.69
176	2PH, SGL DE	1	REMOVE	\$181.69	\$181.69
177	2PH, TAP TO 1PH	1	REMOVE	\$75.68	\$75.68
178	2PH, TAP TO 2 OR 3PH	1	REMOVE	\$240.23	\$240.23
179	2PH, DOUBLE DE	1	REMOVE	\$201.08	\$201.08
180	3PH, 0-5 DEG	1	REMOVE	\$79.57	\$79.57
181	3PH, 5-30 DEG	1	REMOVE	\$116.17	\$116.17
182	3PH, 30-60 DEG	1	REMOVE	\$125.01	\$125.01
183	3PH, 60-90 DEG	1	REMOVE	\$99.10	\$99.10
184	3PH, SGL DE	1	REMOVE	\$114.54	\$114.54
185	3PH, TAP TO 1PH	1	REMOVE	\$160.53	\$160.53
186	3PH, TAP TO 2 OR 3PH	1	REMOVE	\$165.13	\$165.13
187	3PH, DOUBLE DE	1	REMOVE	\$171.41	\$171.41
188	3PH,DBL-CIR,SGL XARM, 0-5 DEG	1	REMOVE	\$171.41	\$171.41
189	3PH DBL-CIR, DBL XARM 5-30 DEG	1	REMOVE	\$171.41	\$171.41
190	GUY, SGL DOWN GUY, 3/8" THRU BOLT TYPE	1	REMOVE	\$57.24	\$57.24
191	GUY, SINGLE OH GUY, THRU BOLT TYPE	1	REMOVE	\$57.24	\$57.24
192	GUY, GUY MARKER	1	REMOVE	\$6.38	\$6.38
193	GUY, 2-DOWN GUY, 3/8" THRU BOLT TYPE	1	REMOVE	\$104.86	\$104.86
194	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	1	REMOVE	\$117.66	\$117.66
195	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	1	REMOVE	\$151.33	\$151.33
196	GUY, SIDEWALK TYPE (REQUIRES PIPE)	1	REMOVE	\$53.20	\$53.20
197	GUY INSULATOR, POLE ATTACH	1	REMOVE	\$6.38	\$6.38
198	GUY INSULATOR, MID GUY	1	REMOVE	\$7.94	\$7.94
199	ANCHOR, BUST/EXPANSION	1	REMOVE	\$134.05	\$134.05

200	REPULL EXISTING GUY	1	REMOVE	\$78.77	\$78.77
201	GROUNDING ASSEMBLY, GROUND ROD TYPE	1	REMOVE	\$12.79	\$12.79
202	IN LINE SWITCH,600A	1	REMOVE	\$192.18	\$192.18
203	SWITCH,GANG OPER, 3PH, HORIZ	1	REMOVE	\$1,005.48	\$1,005.48
204	SWITCH,GANG OPER, 3PH, VERT	1	REMOVE	\$1,005.48	\$1,005.48
205	3 PHASE HANGING ARRESTER	1	REMOVE	\$115.09	\$115.09
206	ARRESTER, PRI-DIST	1	REMOVE	\$56.75	\$56.75
207	SWITCH AND ARRESTER ON POLE	1	REMOVE	\$106.47	\$106.47
208	JUMPER INSTALLATION (6 CU)	1	REMOVE	\$22.33	\$22.33
209	JUMPER INSTALLATION (4-1/0)	1	REMOVE	\$30.66	\$30.66
210	JUMPER INSTALLATION (2/0-336)	1	REMOVE	\$39.09	\$39.09
211	JUMPER INSTALLATION (477-795)	1	REMOVE	\$50.24	\$50.24
212	ARMOR ROD, PF, (#2/0-336)	1	REMOVE	\$22.33	\$22.33
213	ARMOR ROD, PF, (#4-1/0)	1	REMOVE	\$22.33	\$22.33
214	ARMOR ROD, PF, (#477-795)	1	REMOVE	\$22.33	\$22.33
215	FULL TENSION SLEEVES, (#2/0-336)	1	REMOVE	\$64.93	\$64.93
216	FULL TENSION SLEEVES, (#4-1/0)	1	REMOVE	\$64.93	\$64.93
217	FULL TENSION SLEEVES, (#477-795)	1	REMOVE	\$64.93	\$64.93
218	QUICKIE SLEEVES, (#2/0-336)	1	REMOVE	\$43.28	\$43.28
219	QUICKIE SLEEVES, (#4-1/0)	1	REMOVE	\$43.28	\$43.28
220	HOTLINE CLAMP	1	REMOVE	\$12.79	\$12.79
221	CROSSARM BRACES, WOOD & BOLTS	1	REMOVE	\$35.18	\$35.18
222	CROSSARM, WOOD	1	REMOVE	\$44.75	\$44.75
223	CROSSARM, STEEL	1	REMOVE	\$46.34	\$46.34
224	FIBERGLASS/POLYMER INSULATOR	1	REMOVE	\$77.41	\$77.41
225	SUSPENSION INSULATOR	1	REMOVE	\$149.33	\$149.33
226	POLE TOP POST INSUL W/BACKET,CLAMP TYPE	1	REMOVE	\$180.56	\$180.56
227	HORIZONTAL POST INSUL CLAMP	1	REMOVE	\$25.58	\$25.58
228	VERTICAL POST INSUL CLAMP	1	REMOVE	\$60.94	\$60.94
229	PRI INSULATOR, ASSEMBLY, POLE TOP	1	REMOVE	\$53.84	\$53.84
230	PRI INSULATOR, ASSEMBLY, SIDE TYPE	1	REMOVE	\$12.79	\$12.79
231	1PH,CUTOUT, ARRESTOR & BRACKET	1	REMOVE	\$92.86	\$92.86
232	2PH,CUTOUT, ARRESTOR & BRACKET	1	REMOVE	\$102.14	\$102.14
233	3PH,CUTOUT, ARRESTOR & BRACKET	1	REMOVE	\$112.37	\$112.37
234	POLE TOP PIN & INSUL (OFFSET)	1	REMOVE	\$53.84	\$53.84
235	XARM CLAMP TYPE INS	1	REMOVE	\$25.58	\$25.58
236	1PH EQUIP BRACKET	1	REMOVE	\$25.58	\$25.58
237	3PH EQUIP BRACKET	1	REMOVE	\$44.75	\$44.75
238	EYE BOLT ASSEMBLY	1	REMOVE	\$22.33	\$22.33
239	OH 1-PHASE PRIMARY TRANSFER	1	REMOVE	\$93.11	\$93.11
240	OH 2-PHASE PRIMARY TRANSFER	1	REMOVE	\$166.44	\$166.44
241	OH 3-PHASE PRIMARY TRANSFER	1	REMOVE	\$241.89	\$241.89
242	OH 1-PHASE PRIMARY RESAG	1	REMOVE	\$102.22	\$102.22
243	OH 2-PHASE PRIMARY RESAG	1	REMOVE	\$177.71	\$177.71
244	OH 3-PHASE PRIMARY RESAG	1	REMOVE	\$257.43	\$257.43
245	OH SECONDARY ASSEMBLY	1	REMOVE	\$81.27	\$81.27
246	OH SECONDARY RESAG	1	REMOVE	\$69.69	\$69.69
247	OH SERVICE ASSEMBLY	1	REMOVE	\$12.79	\$12.79

248	OH SERVICE MOVE	1	REMOVE	\$73.61	\$73.61
249	WIRE, #1/0 ACSR 6/1 RAVEN	1	REMOVE	\$398.27	\$398.27
250	WIRE, 336 ACSR 18/1 MERLIN	1	REMOVE	\$719.97	\$719.97
251	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	1	REMOVE	\$291.09	\$291.09
252	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	1	REMOVE	\$382.96	\$382.96
253	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	1	REMOVE	\$291.01	\$291.01
254	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	1	REMOVE	\$398.27	\$398.27
255	WIRE, OH, #1/0 AL QUAD XLP	1	REMOVE	\$382.96	\$382.96
256	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	1	REMOVE	\$398.27	\$398.27
257	WIRE, UG 1000MCM PRIMARY UG CABLE	1	REMOVE	\$740.22	\$740.22
258	WIRE, UG, #2/0, PRIMARY UG CABLE	1	REMOVE	\$335.05	\$335.05
259	WIRE, UG, #4/0 AL TRIPLEX XLP	1	REMOVE	\$481.65	\$481.65
260	RSOP SAW OFF POLE	1	REMOVE	\$94.14	\$94.14
	FLAT RATE FOR EMERGENCY SERVICE RESPONSE WITHIN TWO (2) HOURS	1		\$369.23	\$369.23
TOTAL				\$54,647.77	
Will vendor hold pricing firm? Renewal Option 1				3%	
Will vendor hold pricing firm? Renewal Option 2				3%	
Will vendor hold pricing firm? Renewal Option 3				3%	
Will vendor hold pricing firm? Renewal Option 4				3%	

Recommended Vendor:

Over and Under General Contractors, Inc.

129 Hurricane Shoals Rd NW #B

Lawrenceville, GA 30046

P: (770) 682-9160

Email: overundercontractor@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JULY 27, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Annual Renewal Agreement with Board of Regents on behalf of Georgia Gwinnett College for Vehicle Repair and Maintenance
Department:	Fleet
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	TBD
Presented By:	Karen Pierce
Action Requested:	Approve renewal of agreement with Board of Regents on behalf of Georgia Gwinnett College for Vehicle Repair and Maintenance

Concurrences: Georgia Gwinnett College

Attachments/Exhibits:

GGC Renewal Agreement
Exhibit A

**STATE OF GEORGIA
COUNTY OF GWINNETT**

AGREEMENT FOR AUTOMOBILE REPAIR AND MAINTENANCE SERVICES

THIS NON-EXCLUSIVE AGREEMENT, made and entered into by and between the CITY OF LAWRENCEVILLE, a Georgia municipal corporation (hereinafter referred to as CITY), and the GEORIGA GWINNETT COLLEGE, an Institution within the Board of Regents of the University System of Georgia (hereinafter referred to as COLLEGE).

WITNESSETH:

WHEREAS, the COLLEGE desires to retain CITY for automobile repair and maintenance services for the COLLEGE fleet of vehicles;

WHEREAS, the COLLEGE desires to provide fair and reasonable payments to and reimbursements of CITY on the terms and subject to the conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of these premises, and the mutual covenants and undertakings herein contained, each intending to be legally bound, CITY and COLLEGE covenant and agree as follows:

SECTION 1 – COLLEGE SERVICES

The CITY shall provide certain automobile repair and maintenance services as specifically set forth in the attached “Exhibit A”, incorporated herein by reference.

SECTION 2 – COLLEGE RESPONSIBILITIES

THE COLLEGE responsibilities to the CITY shall specifically include, but are not limited to, the following:

- 2.1 Provide full information as to its requirements for the Project:
- 2.2 Make available from its files any data and information pertinent to the Project;
- 2.3 Provide access to and make all provisions for the CITY to enter upon public and private property as required for the CITY to perform its services;
- 2.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CITY and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CITY.

- 2.5 Designate, in writing, a person to act as COLLEGE Representative with respect to work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define COLLEGE policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;
- 2.6 Give written notice within a reasonable time to the CITY whenever COLLEGE observes or otherwise becomes aware of any defect in the Project or changed circumstances affecting the Project; and
- 2.7 Bear reasonable costs incident to compliance with the requirements of this Section, provided such costs were approved by the Fleet Coordinator in advance and in writing. Basic preventative maintenance repairs don't need written approval, but repairs for high dollar repairs on vehicles (>\$500) should be communicated for approval.

SECTION 3 – PERIOD OF SERVICE

The Services, as described herein, shall commence promptly upon execution of this Agreement and shall continue through June 30, 2021, unless earlier terminated.

SECTION 4 – PAYMENTS TO THE CITY OF LAWRENCEVILLE

4.1 Fees for Professional Services

4.1.1 Basic Services

The COLLEGE shall pay the CITY for the work required by this Agreement in accordance with the attached Exhibit “A”. CITY shall be paid monthly for work completed and approved by the COLLEGE. Invoices shall be submitted to COLLEGE on or before the first of each month.

The COLLEGE will pay the CITY the full amount of the invoice within thirty (30) days of the date of invoice(s) submitted by the CITY. If the COLLEGE fails to make payment to the CITY, the CITY reserves the right to suspend services under this Agreement until all such invoices are paid in full for the amounts then due.

This Agreement between the COLLEGE and the CITY will not exceed \$75,000.00 in repairs over the lifetime of this Agreement.

SECTION 5 – GENERAL CONDITIONS

5.1 Insurance

The CITY will secure and maintain such insurance as will protect it from claims under workers’ compensation acts (including claims for damages because of bodily injury, sickness, disease or death of any of its employees) and from claims for damages because of injury to or

destruction of tangible personal property, including loss of use resulting therefrom.

5.2 Successors and Assigns

The COLLEGE and CITY each binds itself and its successors, executors, administrators and assigns to the party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the COLLEGE nor the CITY will assign, sublet or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the COLLEGE and the CITY.

5.3 Termination

This Agreement may be terminated by the CITY or by the COLLEGE with thirty (30) days' written notice. Outstanding fees for any services performed by the CITY up to and including the date of termination shall be due and payable upon effective date of termination.

5.4 Modification

This Agreement constitutes the entire understanding between the CITY and COLLEGE and may be modified only by written instrument duly executed by both the parties hereto.

5.5 Standards of Procedure

5.5.1 The standard of care for all services performed or furnished by CITY under this Agreement will be the care and skill ordinarily used by members of CITY'S profession practicing under similar circumstances at the same time and in the same locality.

5.5.2 COLLEGE and CITY shall comply with applicable laws, codes, regulations, and CITY-mandated standards in effect as of the date of the execution of this Agreement. This Agreement is based on these requirements after the Effective Date. Changes to these requirements as of the Effective Date of this Agreement may be the basis for modifications thereto.

5.5.3 COLLEGE shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of CITY.

5.5.4 CITY shall not be required to sign any documents, no matter to whom requested, that would result in the CITY having to certify, guarantee or warrant the existence of conditions whose existence CITY cannot ascertain

5.6 Miscellaneous

5.6.1 This Agreement is governed by the laws of the State of Georgia.

5.6.2 Time is of the essence in this Agreement.

5.6.3 The COLLEGE employs the CITY as an independent contractor and not as an employee or agent of the COLLEGE.

5.6.4 Except as specifically modified in this agreement, the terms of the original agreement and all pervious addendums shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ____ day of _____, 20__.

CITY: City of Lawrenceville, Georgia

By: _____
David R. Still, Mayor

Date: _____

Attest: _____
Karen Pierce, City Clerk

COLLEGE: Georgia Gwinnett College

By: _____
Bruce Burbank, Director of
Purchasing

Date: _____

Witness: _____

EXHIBIT “A”**SCHEDULE OF COSTS FOR REPAIR AND MAINTENANCE WORK PERFORMED BY
THE CITY OF LAWRENCEVILLE FOR GEORGIA GWINNETT COLLEGE**

1. Repair and maintenance work, unless treated specially below, shall be billed at an hourly rate of Sixty dollars and 00/100 (\$60.00).
2. All parts shall be billed at cost plus ten percent (10%).
3. Fuel/gasoline shall be billed at cost plus two cents (\$00.02) per gallon.
4. Any repair or maintenance work sublet to non-City employees shall be billed at cost plus the hourly rate noted in Paragraph 1 for City employee time needed for diagnosis, pickup, and delivery.
5. Whenever practical, repeat maintenance and repair work shall be billed at the same amount as billed previously.
6. Roadside service, inside the city limits of Lawrenceville and the Gwinnett College Campus, which includes but not limited to repair of a flat tire, replacing a battery, or other similar roadside repair, shall be billed at the flat rate of Thirty-Five and 00/100 Dollars (\$35.00) plus the appropriate amount for parts as detailed in Paragraph 2. Roadside service outside the city limits of Lawrenceville and the Gwinnett College Campus will have an additional One dollar and 00/100 (\$1.00) charge per mile.
7. Towing service shall be sublet and shall be billed at cost.
8. The City will deliver and provide fuel to generators and for other purposes as may be needed at the COLLEGE for a fee of \$100 per trip plus the costs of the fuel plus two cents (\$00.02) per gallon.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JULY 27, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Annual Renewal Agreement with Lawrenceville Housing Authority for Vehicle Repair and Maintenance
Department:	Fleet
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	TBD
Presented By:	Karen Pierce
Action Requested:	Approve renewal of agreement with Lawrenceville Housing Authority for Vehicle Repair and Maintenance

Concurrences: Lawrenceville Housing Authority

Attachments/Exhibits:

LHA Renewal Agreement
Exhibit A

STATE OF GEORGIA
COUNTY OF GWINNETT

AGREEMENT FOR AUTOMOBILE REPAIR AND MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into by and between the CITY OF LAWRENCEVILLE, a Georgia municipal corporation (hereinafter referred to as CITY), and the LAWRENCEVILLE HOUSING AUTHORITY (hereinafter referred to as AUTHORITY).

WITNESSETH:

WHEREAS, the AUTHORITY desires to retain CITY for automobile repair and maintenance services for the AUTHORITY’S fleet of vehicles;

WHEREAS, the AUTHORITY desires to provide fair and reasonable payments to and reimbursements of CITY on the terms and subject to the conditions set forth in this Agreement;

NOW THEREFORE, in consideration of these premises, and the mutual covenants and undertakings herein contained, each intending to be legally bound, CITY and AUTHORITY covenant and agree as follows:

SECTION 1 – AUTHORITY’S SERVICES

The CITY shall provide certain automobile repair and maintenance services as specifically set forth in the attached “Exhibit A”, incorporated herein by reference.

SECTION 2 – AUTHORITY’S RESPONSIBILITIES

THE AUTHORITY’S responsibilities to the CITY shall specifically include, but are not limited to, the following:

- 2.1 Provide full information as to its requirements for the Project:
- 2.2 Make available from its files any data and information pertinent to the Project;
- 2.3 Guarantee access to and make all provisions for the CITY to enter upon public and private property as required for the CITY to perform its services;
- 2.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CITY and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CITY.

- 2.5 Designate, in writing, a person to act as AUTHORITY'S Representative with respect to work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define AUTHORITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;
- 2.6 Give prompt written notice to the CITY whenever AUTHORITY observes or otherwise becomes aware of any defect in the Project or changed circumstances affecting the Project; and
- 2.7 Bear all costs incident to compliance with the requirements of this Section.

SECTION 3 – PERIOD OF SERVICE

The Services, as described herein, shall commence promptly upon execution of this Agreement and shall continue for a period of one (1) year unless earlier terminated.

SECTION 4 – PAYMENTS TO THE CITY OF LAWRENCEVILLE

4.1 Fees for Professional Services

4.1.1 Basic Services

The AUTHORITY shall pay the CITY for the work required by this Agreement in accordance with the attached Exhibit "A". CITY shall be paid monthly for work completed and approved by the AUTHORITY. Invoices shall be submitted to AUTHORITY on or before the first of each month.

The AUTHORITY will pay the CITY the full amount of the invoice within thirty (30) days of the date of invoice(s) submitted by the CITY. If the AUTHORITY fails to make payment to the CITY, the CITY reserves the right to suspend services under this Agreement until all such invoices are paid in full for the amounts then due. Interest will be charged at the rate of 3.5% per year on the unpaid principal amount due and payable for thirty (30) days or more.

SECTION 5 – GENERAL CONDITIONS

5.1 Insurance

The CITY will secure and maintain such insurance as will protect it from claims under workers' compensation acts (including claims for damages

because of bodily injury, sickness, disease or death of any of its employees) and from claims for damages because of injury to or destruction of tangible personal property, including loss of use resulting therefrom.

5.2 Successors and Assigns

The AUTHORITY and CITY each binds itself and its successors, executors, administrators and assigns to the party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the AUTHORITY nor the CITY will assign, sublet or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CITY.

5.3 Termination

This Agreement may be terminated by the CITY or by the AUTHORITY with ten (10) days' written notice. Outstanding fees for any services performed by the CITY up to and including the date of termination shall be due and payable upon effective date of termination.

5.4 Modification

This Agreement constitutes the entire understanding between the CITY and AUTHORITY and may be modified only by written instrument duly executed by the parties hereto.

5.5 Standards of Procedure

5.5.1 The standard of care for all services performed or furnished by CITY under this Agreement will be the care and skill ordinarily used by members of CITY'S profession practicing under similar circumstances at the same time and in the same locality.

5.5.2 AUTHORITY and CITY shall comply with applicable laws, codes, regulations, and CITY-mandated standards in effect as of the date of the execution of this Agreement. This Agreement is based on these requirements after the Effective Date. Changes to these requirements as of the Effective Date of this Agreement may be the basis for modifications thereto.

5.5.3 AUTHORITY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of CITY.

5.5.4 CITY shall not be required to sign any documents, no matter to whom requested, that would result in the CITY having to certify, guarantee or warrant the existence of conditions whose existence CITY cannot ascertain. AUTHORITY agrees not to make resolution of any dispute with CITY contingent upon CITY’S signing any such certification.

5.6 Miscellaneous

5.6.1 This Agreement is governed by the laws of the State of Georgia.

5.6.2 Time is of the essence in this Agreement.

5.6.3 The AUTHORITY employs the CITY as an independent contractor and not as an employee or agent of the AUTHORITY.

5.6.4 Except as specifically modified in this agreement, the terms of the original agreement and all pervious addendums shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ____day of _____, 20__.

CITY: City of Lawrenceville, Georgia

By: _____
David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk

AUTHORITY: Lawrenceville Housing Authority

By: _____
Lejla Prljaca

EXHIBIT "A"**SCHEDULE OF COSTS FOR REPAIR AND MAINTENANCE WORK PERFORMED BY
THE CITY OF LAWRENCEVILLE FOR LAWRENCEVILLE HOUSING AUTHORITY**

1. Repair and maintenance work, unless treated specially below, shall be billed at an hourly rate of Sixty dollars and 00/100 (\$60.00).
2. All parts shall be billed at cost plus ten percent (10%).
3. Fuel/gasoline shall be billed at cost plus two cents (\$00.02) per gallon.
4. Any repair or maintenance work sublet to non-City employees shall be billed at cost plus the hourly rate noted in Paragraph 1 for City employee time needed for diagnosis, pickup, and delivery.
5. Whenever practical, repeat maintenance and repair work shall be billed at the same amount as billed previously.
6. Roadside service, inside the city limits of Lawrenceville , which includes but not limited to repair of a flat tire, replacing a battery, or other similar roadside repair, shall be billed at the flat rate of Thirty-Five and 00/100 Dollars (\$35.00) plus the appropriate amount for parts as detailed in Paragraph 2. Roadside service outside the city limits of Lawrenceville will have an additional One dollar and 00/100 (\$1.00) charge per mile.
7. Towing service shall be sublet and shall be billed at cost.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, JULY 27, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Ordinance to Approve Portfolio V Supplemental Contract with Municipal Gas Authority of Georgia (MGAG)
Department:	Gas
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	TBD
Presented By:	Todd Hardigree
Action Requested:	Adopt the Ordinance to Approve Portfolio V Supplemental Contracts with Municipal Gas Authority of Georgia (MGAG)

Summary: The current contract for Portfolio IV will expire on December 31, 2020 and agreeing to extend the authorization under Portfolio V will allow the Gas Authority to purchase natural gas on behalf of the City through December 31, 2030.

Attachments/Exhibits:
Ordinance and Exhibits

AN ORDINANCE OF
CITY OF LAWRENCEVILLE

APPROVAL OF AMENDMENT TO GAS SUPPLY CONTRACT AND SUPPLEMENTAL
CONTRACT (GAS PORTFOLIO V PROJECT) EACH BETWEEN THE GAS AUTHORITY AND
CITY OF LAWRENCEVILLE, GEORGIA (THE "CITY"), AND FOR OTHER PURPOSES

WHEREAS, the 1987 Session of the General Assembly of the State of Georgia adopted the Municipal Gas Authority of Georgia Act (Ga. Laws 1987, p. 745 *et seq.* (*codified* at O.C.G.A. Sections 46-4-80 through 46-4-125)), as amended (the "Act"), creating the Municipal Gas Authority of Georgia (the "Gas Authority"), providing for its organization and purposes and authorizing it to contract with certain political subdivisions for the provision of an adequate and dependable wholesale supply of gas to meet the needs of the gas distribution systems of such political subdivisions; and

WHEREAS, the City has studied and reviewed its opportunity to enter into an Amendment to the Gas Supply Contract (the "Amendment") with the Gas Authority, substantially similar to amendments entered into with other Gas Authority members, providing for the extension of the term of the Gas Supply Contract related to Gas Authority's obligation to furnish the City with its gas supply requirements and for the City's obligation to pay for such gas supplies; and

WHEREAS, the City has also studied and reviewed its opportunity to contract with the Gas Authority for additional gas supplies, and to that end, the City and the Gas Authority have caused to be prepared a certain Supplemental Contract (Gas Portfolio V Project) (the "Supplemental Contract," and together with the Amendment, the "Contracts"); and

WHEREAS, the Gas Authority functions as a governmental joint action agency operating on a nonprofit basis solely for the benefit of its Members and effectively as an extension and instrumentality of its Members, aggregating their natural gas supply, management and transportation needs for economies of scale and leveraging their human and financial resources for efficiency, resulting in lower costs and higher benefits to the Members than if each acted individually or in smaller groups; and

WHEREAS, the Members control the Gas Authority and its policies through the Board of the Gas Authority, which is composed of Member representatives, and through the Gas Supply Contracts, and the Members intend to collectively share allocable portions of all risks and rewards of the Gas Authority's operations pursuant to such contracts, and the Contracts will necessarily be relied upon by the other Members due, among other things, to the interrelated nature of the Gas Supply Contracts and the relationships among the Gas Authority and the Members effected thereby; and

NOW, THEREFORE, be it ordained by the governing body of the City in meeting duly assembled, and it is hereby ordained by authority thereof, as follows:

Section 1. The City hereby finds and determines that it is in its best interest to contract with the Gas Authority, and the City hereby declares its intention to so contract with the Gas Authority for the purchase of its gas supply.

Section 2. The City hereby approves and authorizes the execution and delivery of the Contracts in substantially the form of the drafts of the Contracts attached to this Ordinance as Exhibit “A” and Exhibit “B,” respectively, and hereby incorporated herein by reference, subject to such changes, additions and deletions made in the Mayor’s discretion, with advice of counsel. The Contracts will each be executed by the Mayor, attested by the Clerk, and will have the City's seal affixed thereto, and will be delivered to the Gas Authority, and when so executed and delivered, will be binding upon the City in accordance with their respective terms. Execution of the Contracts as authorized herein will be conclusive evidence of the City’s approval thereof.

Section 3. In the adoption of this Ordinance, the City hereby recognizes that this action will be relied upon by other political subdivisions that own and operate gas distribution systems and that adopt similar ordinances or resolutions in furtherance of the organization of the Gas Authority under the Act, and that the City is also relying upon the adoption of such ordinances and resolutions by such other political subdivisions.

Section 4. All ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

ORDAINED this ____ day of _____, 2020.

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
Mayor

[SEAL]

Attest:

Clerk

Exhibit “A”**[Attach Amendment to Gas Supply Contract]**

FIRST AMENDMENT TO GAS SUPPLY CONTRACT

**Between
Municipal Gas Authority of Georgia
and
City of Lawrenceville**

This **FIRST AMENDMENT TO CONTRACT**, made and entered into as of January 1, 2021, by and between **Municipal Gas Authority of Georgia**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia (the "Gas Authority"), created by and existing under the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Sections 46-4-80 through 46-4-125, as amended (the "Act"), and the **City of Lawrenceville**, a municipal corporation of the State of Georgia (the "Member"),

WITNESSETH THAT:

WHEREAS, the Member owns and operates a gas distribution system as contemplated by Section 46-4-100 of the Act and has determined to contract with the Gas Authority pursuant to the Act; and

WHEREAS, the Gas Authority and the Member have heretofore entered into a Gas Supply Contract, as amended and restated on August 1, 2016 (the "Gas Supply Contract"), providing for a term ending December 31, 2050, subject to certain rights of the Member to elect Resigning Member Status (defined in the Gas Supply Contract) as defined in the Gas Supply Contract; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a "Gas Supply Contract," and collectively, the "Gas Supply Contracts") with other municipalities that own and operate gas distributions systems (each, a "Member," and collectively, the "Members"); and

WHEREAS, the Gas Authority and the Members are contemplating the acquisition of long-term gas supplies or contract rights that may have contract terms expiring after the current expiration date of the Gas Supply Contracts; and

WHEREAS, the Gas Authority and the Member have determined that it is in the best interest of the Gas Authority and its Members to provide for the extension of the term of the Gas Supply Contract for an additional ten years; and

WHEREAS, Section 806 of the Gas Supply Contract provides that, subject to the terms of any debt instrument relating to Authorized Debt (defined in the Gas Supply Contract), the Gas Supply Contract may be amended by instrument in writing executed with the same formality as the Gas Supply Contract; and

WHEREAS, pursuant to Section 705 of the Gas Supply Contract, the Member has acknowledged and agreed that the Gas Authority may assign and pledge to any person to whom

City of Lawrenceville

APPROVED AS TO FORM:

BY: _____
Mayor

City Attorney

ATTEST: _____
Clerk

(SEAL)

amounts are owing under Authorized Debt its right, title and interests in and to all or any portion of the payments to be made to the Gas Authority under the provisions of the Gas Supply Contract and any Supplemental Contracts; and

WHEREAS, the Member has acknowledged pursuant to Section 405 of the Supplemental Contracts it has entered into pursuant to the terms of the Gas Supply Contract that all payments to be made by the Member pursuant to the provisions of such Article IV shall be pledged to secure the payment of the Gas Authority’s Bonds; and

WHEREAS, the Gas Revenue Bond Resolutions (collectively the “Resolutions”) permits the extension of the term of the Gas Supply Contract; and

WHEREAS, the Gas Authority and the Member have caused to be prepared this First Amendment to Gas Supply Contract (the “First Amendment”) to provide for the extension of the term of each of the Gas Supply Contracts with the Members;

NOW, THEREFORE: For and in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

Section 1. Term. Section 101 of the Gas Supply Contract is hereby amended to extend the term stated therein for an additional ten years beyond the original December 31, 2050 to December 31, 2060, and to extend the right of the Member to elect Resigning Member Status as provided in Section 101 of the Gas Supply Contract on each successive fifth anniversary after December 31, 2020 through December 31, 2055.

Section 2. This First Amendment shall be read and taken together with the Gas Supply Contract as one and the same instrument. The Gas Supply Contract, as amended by this First Amendment, is hereby ratified and affirmed in all respects.

Municipal Gas Authority of Georgia

APPROVED AS TO FORM:

BY: _____
Chairman

General Counsel

ATTEST: _____
Asst. Secretary-Treasurer

(SEAL)

[SIGNATURES CONTINUED ON NEXT PAGE]

Exhibit “B”**[Attach Supplemental Contract (Gas Portfolio V)]**

SUPPLEMENTAL CONTRACT

Between

MUNICIPAL GAS AUTHORITY OF GEORGIA

and

CITY OF LAWRENCEVILLE, GEORGIA

(GAS PORTFOLIO V PROJECT)

This Contract, made and entered into as of January 1, 2021, by and between the **MUNICIPAL GAS AUTHORITY OF GEORGIA**, a public body corporate and politic, a public corporation and an instrumentality of the State of Georgia, (the “Gas Authority”), created and existing pursuant to the provisions of Ga. Laws 1987, p. 745 *et seq.*, codified at O.C.G.A. Section 46-4-80 through 46-4-125, as amended (the “Act”), and the **CITY OF LAWRENCEVILLE, GEORGIA**, a political subdivision of the State of Georgia, hereinafter sometimes designated as the Member,

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

WHEREAS, the Member owns and operates a gas distribution system as contemplated by O.C.G.A. Section 46-4-100 and has determined to contract with the Gas Authority pursuant to the Act and Article IX, Section III, Paragraph I of the Constitution of the State of Georgia (the “Intergovernmental Contracts Clause”); and

WHEREAS, the Gas Authority and the Member have entered into that certain Gas Supply Contract (the “Gas Supply Contract”), pursuant to which the Gas Authority has agreed to provide gas supplies to the Member for resale to its citizens, inhabitants and customers through its gas distribution system; and

WHEREAS, the Gas Authority has also entered into contracts in substantially the form of the Gas Supply Contract (each, a “Gas Supply Contract” and collectively, the “Gas Supply Contracts”) with other political subdivisions and systems that own and operate gas distribution systems (each, a “Member” and collectively, the “Members”); and

WHEREAS, the Gas Authority and the Member have agreed to enter into this Supplemental Contract to provide for, among other things, (i) the approval of a Project as contemplated by the Gas Supply Contract and as more particularly described herein; and (ii) the issuance of Bonds to fund Project Costs, as more particularly described herein; and

WHEREAS, in order to enable the Gas Authority to issue its Bonds and to pay the costs of the Project, it is necessary for the Gas Authority to have binding contracts with the Members in accordance with the provisions of the Act and the Gas Supply Contracts; and

WHEREAS, the payments required to be made under Article IV of this Contract, and all other payments attributable to the Project or the Annual Project Costs, as hereinafter defined, to be made in accordance with or pursuant to any other provision of this Contract, will be pledged as security for the payment of Bonds;

NOW, THEREFORE:

FOR AND IN CONSIDERATION of the premises and the mutual covenants and agreements herein contained, the parties hereby agree as follows:

ARTICLE I

TERM AND DEFINITIONS

Section 101. Term.

This Contract is dated as of the first date set forth above, its effective date, and will terminate at the close of business on the date of the final maturity and payment or the defeasance of all outstanding Bonds or any refunding Bonds issued with respect thereto. Following the termination of this Contract, any remaining Project assets will be accounted for by the Gas Authority to reflect the benefit thereof to the Members participating in the Project.

Section 102. Definitions.

(a) Those words which are defined in O.C.G.A. Section 46-4-81 will have the same meaning when used herein as defined in said Code Section.

(b) Those capitalized terms used herein which are not defined will have the meaning ascribed thereto in the Gas Supply Contract.

(b) As used herein, the term:

(1) “Annual Project Costs” means the Project Costs applicable to a Gas Supply Year.

(2) “Bond Resolution” means the Gas Portfolio V Project Revenue Bond Resolution to be adopted by the Gas Authority for the benefit of the owners of the Bonds, which provides for the issuance of such Bonds, a copy of which Bond Resolution in substantially the form to be adopted by the Gas Authority is on file in the records of the Gas Authority, and any resolution for the issuance of refunding bonds for the Bonds, as amended or supplemented from time to time.

(3) “Bonds” means the Bonds or other debt instruments issued by the Gas Authority pursuant to the provisions of the Bond Resolution to finance or refinance the Project Costs, whether or not any issue of such Bonds will be subordinated as to payment to any other issue of such Bonds, and will include refunding Bonds issued pursuant to the provisions of Section 302 hereof, together with any payment obligations under any gas production sharing or other agreements providing for the acquisition, ownership, operation, hedging and financing of natural gas reserves or interests therein, either by the Gas Authority alone or jointly with other governmental entities.

(4) “Contract” refers to this Supplemental Contract.

(5) “Debt Service” means Debt Service on the Bonds.

(6) “Gas Supply Year” means the annual period as established by the Gas Authority from time to time, initially commencing each January 1.

(7) “Indemnity Share” means the amount determined in accordance with 402 hereof and set forth in the Schedule of Indemnity Shares attached hereto and hereby incorporated herein by this reference.

(8) “Indemnity Share Member” means each of the Georgia and non-Georgia political subdivisions or systems executing similar Contracts with the Gas Authority with respect to the Project contemplated by the Bond Resolution, other than Obligation Share Members, and set forth in the Schedule of Indemnity Shares attached hereto.

(9) "Member" or "Members" means the political subdivision or system that is a party to this Contract, or collectively, all of the Georgia political subdivisions or systems described in Section 46-4-100 of the Act executing similar Contracts as Obligation Share Members or Indemnity Share Members, and all non-Georgia political subdivisions or systems executing similar Contracts as Indemnity Share Members.

(10) "MCF" means thousand cubic feet.

(11) "Obligation Share Member" means each of the Georgia political subdivisions shown in the Schedule of Obligation Shares attached hereto and hereby incorporated herein by this reference.

(12) "Obligation Share" means, with respect to an Obligation Share Member, that percentage set forth in the Schedule of Obligation Shares attached hereto.

(13) "Project" means the development of a portfolio of Project Gas Supplies through the acquisition, construction or development of any plant, works, system, facility, and real and personal property of any nature whatsoever, together with all parts thereof and appurtenances thereto, and any contract rights relating to the storage, acquisition, exploration, production, distribution, enrichment, transmission, purchase, sale, exchange, or interchange of gas or associated liquids and relating to the acquisition, extraction, conversion, transportation, storage, or processing of fuel of any kind for any such purposes, or any interest in, or the right to the use, services, enrichment, output, or capacity of any such plant, works, system, or facility. "Project" as used in this paragraph, is intended to include contracts and contract rights as well as tangible property, and including further any (i) major renewals, replacements, repairs, additions, betterments and improvements necessary to keep such project in good operating condition; (ii) any major additions, improvements, repairs and modifications thereto; (iii) any disposal of a Project required by any governmental agency having jurisdiction over the Project; (iv) costs of engineering, architectural, legal and financial services, costs of plans and specifications and all expenses necessary or incidental to determining the feasibility or practicability of the Project and to obtain all licenses, permits and approvals necessary in connection with the furtherance thereof, and related expenses; (v) all costs of operating, servicing, and maintaining the Project, including insurance premiums, administrative and overhead costs, costs of interest rate or commodity hedging and any other charges payable by the Gas Authority reasonably allocable by the Gas Authority to the operation, servicing and maintenance of the Project; and (vi) reasonable working capital determined to be necessary by the Gas Authority to place the Project in operation and to operate the Project during the life of the Project.

ARTICLE II

CERTAIN OBLIGATIONS OF THE GAS AUTHORITY AND THE MEMBER

Section 201. Authority Gas Supplies.

The Gas Authority will use the proceeds of the Bonds for the costs of acquiring the Project as more particularly described in the definition of the "Project." The Gas Authority will use the natural gas provided by the Project to fulfill, in whole or in part, its obligation under Section 201 of the Gas Supply Contract to supply Authority Gas Supplies to the Member, and to the extent that such Authority Gas Supplies are not required by the Member, to sell such Authority Gas Supplies to others. The Gas Authority and the Member hereby agree that for purposes of the Gas Supply Contract and this Supplemental Contract, natural gas acquired as a part of the Project and financed from the proceeds of Bonds issued pursuant to the authorization contained in Article III of this Supplemental Contract will be deemed to have passed through the meter at the Member's City gate prior to other Authority Gas Supplies.

Section 202. Reports.

The Gas Authority will prepare and issue to the Member, for each Gas Supply Year, reports disclosing the financial status of the Project. The Member will provide to the Gas Authority, in such form as will be reasonably requested by the Gas Authority, any and all documents, releases, financial statements and other information necessary to enable the Gas Authority to comply with any disclosure or other reporting requirement, including but not limited to Rule 15c2-12 of the Securities and Exchange Commission, now or hereafter imposed by the United States of America, the State of Georgia, or any political subdivision or agency of either having jurisdiction over the Member, the Gas Authority or the issuance and sale of the Gas Authority's bonds or other debt obligations, by law, judicial decision, regulation, rule or policy. Such information will be provided by the Member from time to time as requested by the Gas Authority, but in any case, no less frequently than will enable the Gas Authority to comply with any such law, judicial decision, regulation, rule or policy.

Section 203. Records and Accounts.

The Gas Authority will keep accurate records and accounts relating to administration of the Project, including all payments with respect to the Bonds. Said accounts will be included in the Gas Authority's financial statements, which will be subject to an annual audit by a firm of independent certified public accountants experienced in gas utility accounting and of national reputation to be submitted to the Gas Authority within one hundred fifty days after the close of each Gas Supply Year.

Section 204. Rate Covenant

The Member will establish, maintain and collect rates and charges for the gas service of its gas system so as to provide revenues sufficient, together with available gas system reserves, to enable the Member to pay to the Gas Authority all amounts payable under the Gas Supply Contract and any Supplemental Contract, including this Contract, and to pay all other amounts payable from and all lawful charges against or liens on the revenues of the Member's gas system.

ARTICLE III

ISSUANCE OF BONDS

Section 301. Issuance of Bonds.

Pursuant to the authority hereof, the Gas Authority is authorized to issue, in series as may be determined by the Gas Authority, Bonds pursuant to the Bond Resolution for the purpose of financing Project Costs. The Bonds may be issued in series through the close of business on December 31, 2030, with a maximum principal amount outstanding at any one time of \$831,500,000; provided however, that such limitation will not apply to any price or interest rate hedges or swap agreements entered into in connection with projects financed by any such Bonds, and such maximum principal amount will be increased from time to time *pro tanto* as Bonds issued pursuant to the Supplemental Contract (Gas Portfolio IV Project), between the Gas Authority and the Member, as amended, are retired, up to a maximum aggregate principal amount of \$1,000,000,000 outstanding at any one time hereunder. Each series of Bonds will have a final maturity of no more than 30 years from the date of issuance of each such series of Bonds.

Section 302. Refunding Bonds.

The Gas Authority may issue and sell refunding Bonds for Bonds previously issued with a final maturity not exceeding the final maturity of the Bonds being refunded, which refunding Bonds may be issued in an amount sufficient to refund any Bonds together with other associated costs, including, but not limited to the principal amount thereof, interest accrued or to accrue thereon, redemption premium thereof, if any, and costs of issuance including any costs of terminating any derivative products associated therewith, but will not be counted against the amount limitation set forth in Section 301 hereof. Any such refunding Bonds issued in accordance with the provisions of this Section may rank *pari passu* as to the security afforded by the provisions of this Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Contract.

ARTICLE IV

INDEMNITY SHARES

Section 401. Obligation Shares.

Each of the Members initially participating in the Project have been assigned an Obligation Share as set forth in the Schedule of Obligation Shares attached hereto pursuant to Supplemental Contracts with such Members identical to this contract except for the identification of the parties and the signature pages. In the event that at any time and from time to time all Project Costs payable by the Gas Authority are in excess of the revenues of the Gas Authority available for the purpose of paying the same and pursuant to Section 503 of the Gas Supply Contract and any applicable rate stabilization or reserve funds, then the Member will be obligated to pay immediately upon demand by the Gas Authority or the Trustee under the Bond Resolution its Obligation Share of such excess.

Section 402. Subsequent Members.

Should any Member subsequently be admitted by the Gas Authority that has not been assigned an Obligation Share in the Schedule of Obligation Shares, then such Member will be assigned by the Gas Authority an "Indemnity Share" based upon the ratio of that new Member's average annual purchases of gas, based on the 24-month period ended with the last month for which information is available (the "Average Gas Purchases") to the total of all Obligation Share Members' Average Gas Purchases at the effective date of this Contract. Upon the admission of such new Member, the Schedule of Indemnity Shares will be recalculated and provided to each Member and the Gas Authority for attachment to this Supplemental Contract in lieu of the preceding Schedule of Indemnity Shares attached to this Supplemental Contract immediately preceding the admission of such Member. In the event that Obligation Share Members should be required to pay amounts based upon their Obligation Shares as set forth in Section 401 above, then each such new Member would be required to indemnify and hold each such Obligation Share Member harmless for a portion of the amount required to be paid by the Obligation Share Member equal to that new Member's Indemnity Share of the amount required to be paid by that Obligation Share Member.

Section 403. Payment Obligations.

The Member hereby agrees to pay its Obligation Share of Project Costs as set forth in the Schedule of Obligation Shares. The obligation of the Member to pay promptly its obligation under Section 401 or 402 hereof is for the benefit of, among others, the owners of the Bonds and will be absolute and unconditional and will not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Gas Authority of any obligation to any Member or the breach by any

Member of any obligation to the Gas Authority or to any other Member, whether hereunder, under the Gas Supply Contract or otherwise or any overpayment or underpayment by reason of a miscalculation of the amount owed by any Member to the Gas Authority or otherwise. Until such time as the principal of, redemption premium (if any) and interest on the Bonds will have been fully paid or provision for the payment thereof will have been made, the Member will not suspend or discontinue any payments provided for herein for any cause, including, without limiting the generality of the foregoing, failure of the Gas Authority to complete any Project, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to any Project or any of the Gas Authority's facilities, the taking by eminent domain of title to or temporary use of all or any portion of any Project or of any of the Gas Authority's facilities, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of Georgia or of any political subdivision of either thereof or any failure of any party to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with this Contract, the Gas Supply Contract or otherwise.

Section 404. Sources of Member's Payments.

The obligations of the Member to make the payments to the Gas Authority under this Contract will constitute general obligations of the Member for the payment of which the full faith and credit of the Member will be and the same hereby is pledged to provide the funds required to fulfill all obligations arising under this Contract. Unless such payments or provision for such payments will have been made from the revenues of the Gas Supply System of the Member or from other funds thereof, the Member will annually in each and every fiscal year during the term of this Contract include in its general revenue or appropriation measure, whether or not any other items are included, sums sufficient to satisfy the payments required to be made in each year by this Contract until all payments required under this Contract have been paid in full. In the event for any reason any such provision or appropriation is not made for a fiscal year of a Member, then the chief fiscal officer of the Member will, in accordance with the provisions of the Act in effect as of the date of this agreement, set up as an appropriation on the accounts of the Member in each fiscal year the amounts required to pay the obligations called for under this Contract. The amount of the appropriation in such fiscal year to meet the obligations of this Contract will be due and payable and will be expended for the purpose of paying and meeting the obligations provided under the terms and conditions of this Contract, and such appropriation will have the same legal status as if the Member had included the amount of the appropriation in its general revenue or appropriation measure.

Section 405. Pledge of Payments.

All payments required to be made by the Member pursuant to the provisions of this Article IV will be pledged to secure the payment of the Gas Authority's Bonds.

Section 406. Levy of Tax for Payment.

The Member will provide for the assessment and collection of an annual tax sufficient in amount to provide funds annually, to the extent necessary due to deficiencies in its gas supply revenues, to make all payments due under the provisions of this Contract in each year over the remainder of the term of this Contract and the Gas Authority will have the right to bring any suit, action or proceeding in law or in equity, including mandamus and action for specific performance, to enforce the assessment and collection of a continuing direct annual tax upon all the taxable property within the boundaries of such Member sufficient in amount to provide such funds annually in each year of the remainder of the term of this Contract.

ARTICLE V

EXCESS BOND PROCEEDS

Section 501. Excess Bond Proceeds.

In the event the proceeds derived from the sale of any Bonds issued pursuant to the provisions of this Contract, the payment of which is secured by assignment of payments made pursuant to the provisions of this Contract and of any other Supplemental Contracts between the Gas Authority and the Members relating to the Project and to the issuance of Bonds therefor, exceed the aggregate amount required for the purposes of the Project, the amount of such excess will be used to make up any deficiency then existing in any fund or account under the Bond Resolution in the manner therein provided, and any balance will be used to retire, by purchase or call and redemption, Bonds in advance of maturity, and in such event the Gas Authority will reduce such elements of Annual Project Costs as are necessary and appropriate to reflect such accelerated retirement.

ARTICLE VI

DEFAULT

Section 601. Event of Default.

Failure of the Member to make to the Gas Authority any of the payments for which provision is made in this Contract or the Gas Supply Contract as and when the same are due and payable will constitute a default on the part of the Member.

Section 602. Continuing Obligation, Right to Discontinue Service.

In the event of any such default, the Member will not be relieved of its liability for payment of the amounts in default, and the Gas Authority will have the right to recover from the Member any amount in default. In enforcement of any such right of recovery, the Gas Authority may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Contract against the Member.

Section 603. Other Default by Member.

In the event of a failure of the Member to establish, maintain, or collect rates or charges adequate to provide revenue sufficient to enable the Member to pay all amounts due to the Gas Authority under this Contract and the Gas Supply Contract, or in the event of any default by the Member under any other covenant, agreement or obligation of this Contract or the Gas Supply Contract, the Gas Authority may enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

Section 604. Default by Gas Authority.

In the event of any default by the Gas Authority under any covenant, agreement or obligation of this Contract, the Member may enforce such covenant, agreement or obligation of this Contract or the Gas Supply Contract in accordance with the escalating dispute resolution process provided for in the Gas Supply Contract.

Section 605. Abandonment of Remedy.

In case any proceeding taken on account of any default will have been discontinued or abandoned for any reason, the parties to such proceedings will be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Gas Authority and the Member will continue as though no such proceedings had been taken.

ARTICLE VII

MISCELLANEOUS GENERAL PROVISIONS

Section 701. Character and Continuity of Service.

The Gas Authority will not be required to provide, or be liable for failure to provide, service under this Contract when such failure or the cessation or curtailment of or interference with the service is caused by force majeure or the default or failure to

perform of any third party. No failure on the part of the Gas Authority will be grounds for the termination or suspension of the payments due from the Member hereunder.

Section 702. Other Terms and Conditions.

Service hereunder will be in accordance with such other terms and conditions as are established as part of the Gas Authority's service rules and regulations, which will not be inconsistent with the provisions of this Contract.

Section 703. Termination or Amendment of Contract.

Subject to the terms of the Bond Resolution, this Contract may be amended by instrument in writing executed with the same formality as this Contract; provided, however, if any such amendment is to be made to less than all of the Contracts of the Members pertaining to the Project, at least thirty (30) days advance notice will be given by the Gas Authority to all Members of the Gas Authority transmitting a copy of such amendment. No amendment will be made which is adverse to the interest of the owners of the Bonds.

Section 704. No Assignment or Transfer.

Except as provided in Section 705 of the Gas Supply Contract, neither party to this Contract will be entitled or empowered to assign or transfer this Contract or any interest therein, unless such assignment is required by act of the General Assembly.

ARTICLE VIII

SEVERABILITY

In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of said Act, and all the applicable provisions of the Constitution and general laws of Georgia, and, if any provisions hereof conflict with any applicable provision of said Constitution or laws, the former as proposed by the General Assembly, ratified by the people and interpreted by the courts of this state, and the latter as adopted by the General Assembly and as interpreted by the courts of this state will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the Municipal Gas Authority of Georgia has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; the Member has caused this Contract to be executed in its corporate name by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by the Authority to the Member is hereby acknowledged, all as of the day and year first above written.

Municipal Gas Authority of Georgia

Approved As To Form:

By: _____
Chairman

General Counsel

Attest: _____
Asst. Secretary-Treasurer

(Seal)

[Signatures Continued On Next Page]

City of Lawrenceville, Georgia

Approved As To Form:

By: _____
MAYOR

CITY ATTORNEY

Attest: _____
CLERK

(Seal)

Municipal Gas Authority of Georgia

SCHEDULE OF OBLIGATION SHARE PERCENTAGES FOR MEMBERS PARTICIPATING IN GAS PORTFOLIO V PROJECT

[OBLIGATION SHARES TO BE ASSIGNED ON THE BASIS
OF A RATIO CALCULATED ON THE BASIS OF
EACH MEMBER'S ANNUAL PURCHASES]

Obligation Share Members	Obligation Share	Indemnity Share
Adairsville	2.1765%	2.0202%
Adel	0.4268%	0.3962%
Albany	5.2496%	4.8729%
Americus	0.6009%	0.5578%
Andersonville	0.0039%	0.0036%
Ashburn	0.1325%	0.1230%
Bainbridge	0.5902%	0.5478%
Blakely	0.3881%	0.3603%
Bowman	0.0253%	0.0235%
Buford	7.9261%	7.3572%
Byron	0.3508%	0.3257%
Cairo	0.2597%	0.2411%
Camilla	1.5852%	1.4714%
Claxton	0.6678%	0.6199%
Cochran	0.8944%	0.8302%
Colquitt	0.0744%	0.0691%
Commerce	1.3407%	1.2445%
Covington	5.4239%	5.0346%
Dawson	0.7442%	0.6908%
Decatur County	0.1691%	0.1570%
Doerun	0.1000%	0.0928%
Donalsonville	0.1006%	0.0934%
Douglas	2.1188%	1.9667%
Dublin	4.6093%	4.2784%
Eatonton	0.3168%	0.2941%
Edison	0.0882%	0.0819%
Elberton	0.9973%	0.9257%
Fitzgerald	2.0206%	1.8755%
Fort Valley	1.5200%	1.4109%
Grantville	0.0751%	0.0698%
Greensboro	1.9192%	1.7815%
Hartwell	1.1710%	1.0870%
Hawkinsville	2.0803%	1.9310%
Hogansville	0.2914%	0.2705%
LaFayette	0.6074%	0.5638%
Lawrenceville	9.5823%	8.8945%
Louisville	0.2542%	0.2360%
Lumpkin	0.0611%	0.0567%
Madison	0.9293%	0.8626%
Millen	0.3215%	0.2985%
Monroe	0.7704%	0.7151%
Monticello	0.1931%	0.1793%
Moultrie	0.7868%	0.7303%
Nashville	0.4219%	0.3916%
Pelham	0.0569%	0.0528%
Perry	1.7383%	1.6136%
Quitman	0.3228%	0.2996%

Obligation Share Members	Obligation Share	Indemnity Share
Royston	0.6167%	0.5724%
Social Circle	1.5774%	1.4641%
Sparta	0.1862%	0.1729%
Statesboro	1.4216%	1.3196%
Sugar Hill	1.9287%	1.7903%
Summerville	1.8870%	1.7515%
Sylvania	2.2444%	2.0833%
Sylvester	0.2764%	0.2566%
Thomasville	1.1134%	1.0335%
Thomson	3.4910%	3.2404%
Tifton	1.2585%	1.1682%
Toccoa	3.4520%	3.2043%
Trion	4.1046%	3.8100%
Union Point	0.1010%	0.0938%
Vienna	0.5645%	0.5239%
Warner Robins	9.7311%	9.0327%
Waynesboro	0.3213%	0.2982%
West Point	0.3420%	0.3175%
Winder	2.8975%	2.6895%
Total	100%	93%

GA Indemnity Only Members		
Non-Georgia Members		
Alexander City, Alabama	N/A	0.6903%
Chambersburg, Pennsylvania	N/A	2.7418%
East Central Alabama Gas District	N/A	0.8903%
Havanna, Florida	N/A	0.0500%
Jasper, Florida	N/A	0.1133%
Lanett, Alabama	N/A	0.1737%
Lawrenceburg, Tennessee	N/A	1.6005%
Maplesville, Alabama	N/A	0.0581%
Quincy, Florida	N/A	0.3226%
Roanoke, Alabama	N/A	0.3657%
Rockford, Alabama	N/A	0.0097%
Wadley, Alabama	N/A	0.0687%
Wedowee, Alabama	N/A	0.0925%
Total Indemnity Shares		100%



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING, JULY 27, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item: Millage Rate Public Hearing and Millage Approval

Department: Finance

Date of Meeting: Monday, July 27, 2020

Fiscal Impact:

Presented By: Keith Lee

Action Requested: Approve setting the millage rate at 1.826 for Fiscal Year 2021

Summary: When the City considers setting its millage rate above the rollback rate the Georgia State Law requires three public hearings. The City is proposing to set its millage rate at 1.826, which is the same as Fiscal Year 2019. The rollback rate is calculated to be 1.697. The City has budgeted \$2,177,750.00 in property taxes based on keeping the millage rate at 1.826.

Fiscal Impact: Should the City choose to adopt the rollback rate the revenue for property taxes would be reduced by \$128,850.00.

Attachments/Exhibits: Presentation



FY 2021 Millage Public Hearing



Agenda

- **Proposed Millage**
- **Next Steps**



LAWRENCEVILLE
GEORGIA

FY 2021 Budget (Historical Taxes)

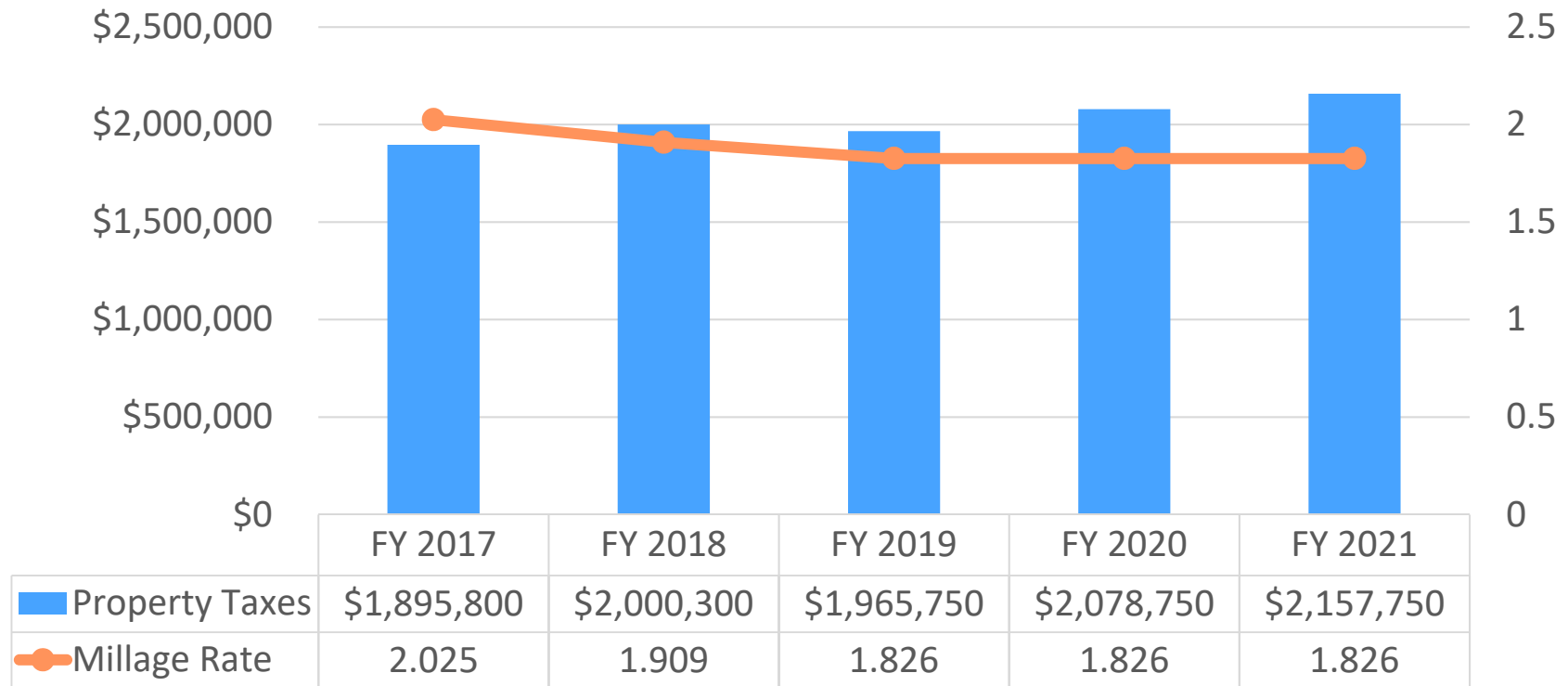
	FY 2017	FY 2018	FY 2019	FY 2019	FY 2020
Real Property Tax	\$1,841,000	\$1,586,000	\$1,555,000	\$1,632,750	\$1,700,000
Public Utility Tax	\$16,900	\$43,000	\$40,000	\$44,000	\$47,000
Motor Vehicle Tax	\$37,100	\$24,500	\$20,000	\$28,500	\$30,000
Mobile Home Tax	\$800	\$800	\$750	\$750	\$750
Personal Property Tax	\$0	\$346,000	\$350,000	\$372,750	\$380,000
	\$1,895,800	\$2,000,300	\$1,965,750	\$2,078,750	\$2,157,750



LAWRENCEVILLE
GEORGIA

Proposed Millage

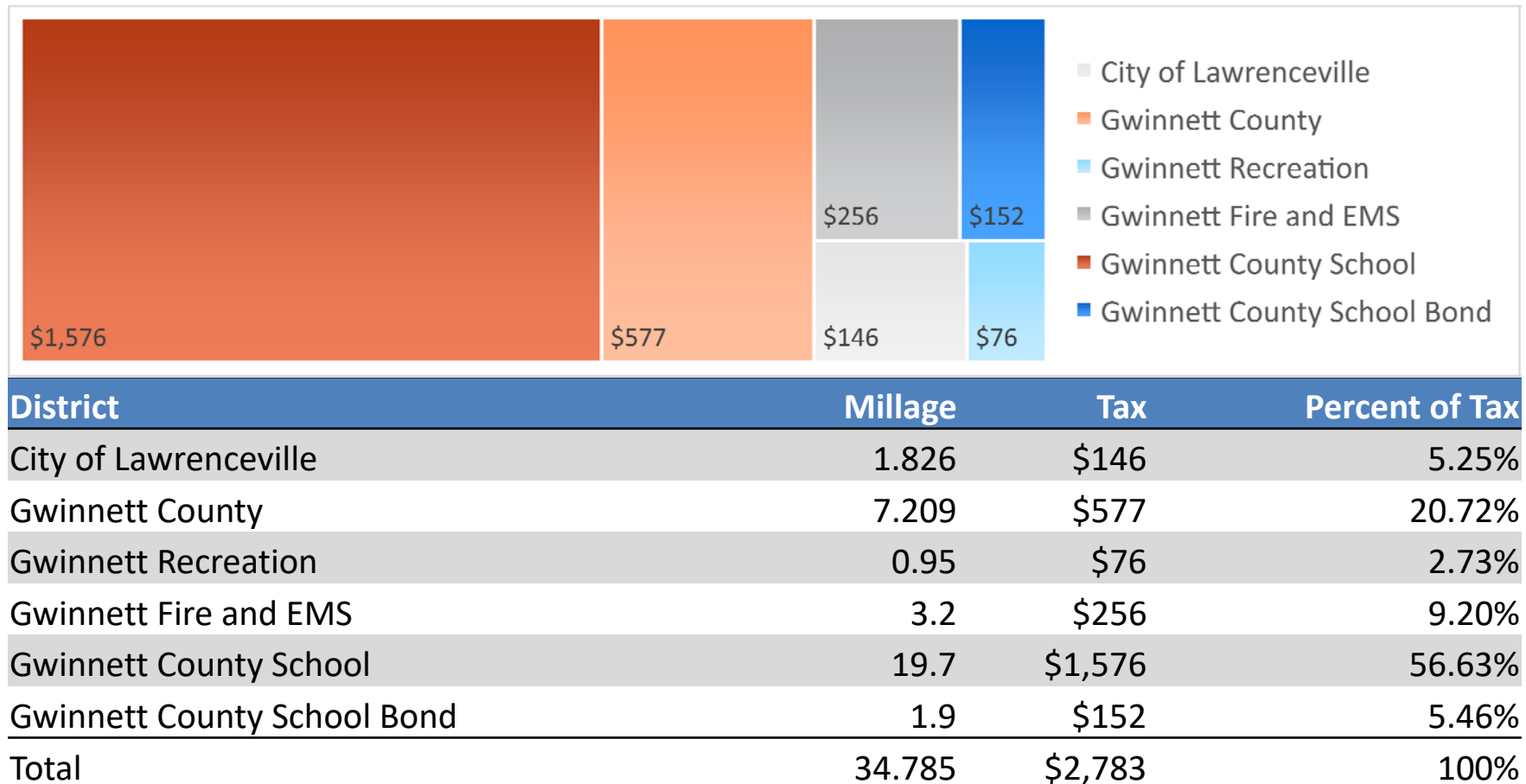
- **The Proposed Millage for FY 2021 is 1.826**
 - **Rollback Rate 1.697**





LAWRENCEVILLE
GEORGIA

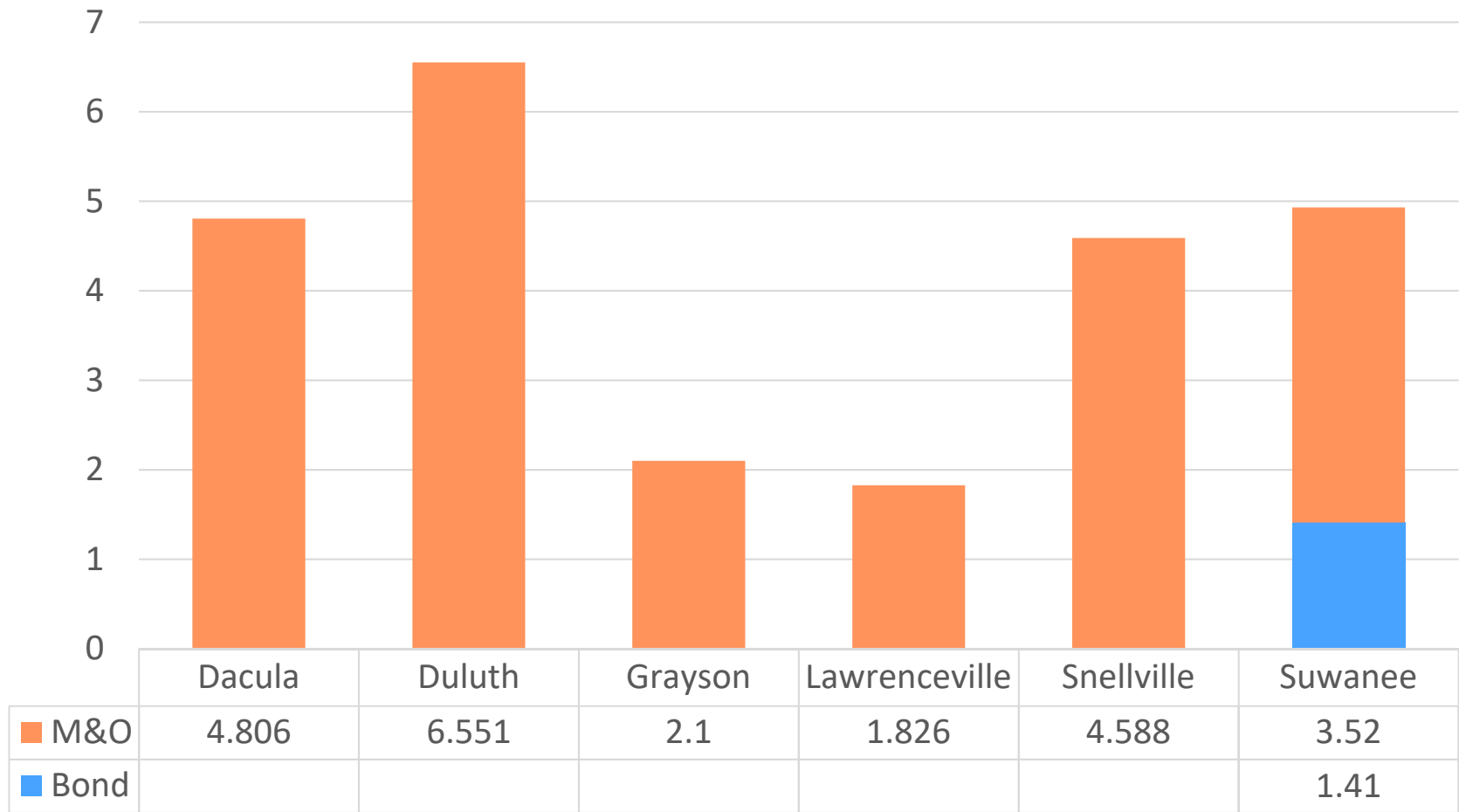
Millage (continued \$200,000 home)



*Unincorporated Gwinnett pays 1.96 mills for Police and Development and Code Enforcement



Millage (Comparison)





LAWRENCEVILLE
GEORGIA

Questions?

RESOLUTION _____

RESOLUTION OF THE CITY OF LAWRENCEVILLE
TO SET THE MILLAGE RATE FOR 2020

WHEREAS, the City of Lawrenceville depends upon revenue derived from various sources; and

WHEREAS, the City of Lawrenceville is dependent upon revenues generated from property taxes;

NOW, THEREFORE, BE IT RESOLVED that the City of Lawrenceville hereby sets its 2020 tax rate at 1.826 mills.

IT IS SO RESOLVED this 27th day of July, 2020.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

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

Item:	RZC2020-00013; 1618 Properties, LLC c/o Marian Adeimy Avise; 179 E. Crogan Street
Department:	Planning and Development
Date of Meeting:	Monday, July 27, 2020
Applicant Request:	Rezone property from OI (Office Institutional District) to BG (General Business District)
Presented By:	Todd Hargrave
Department Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Planning Commission recommended conditions

Summary: The applicant requests the rezoning of a portion of the property (Tract 2) fronting Paper Mill Road to allow the development of a convenience store with fuel pumps, and retail space. The applicant proposes to subdivide the lot into two tracts of land, Tract 1 and Tract 2. The portion of the property fronting East Crogan Street (Tract 1) is not part of the application to rezone.

Attachments/Exhibits:

- RZC2020-00013 Report
- RZC2020-00013 Attachments
- RZC2020-00013 Revised Conditions

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

CASE NUMBER: RZC2020-00013
APPLICANT: 1618 PROPERTIES LLC
CONTACT: MARIAN ADEIMY AVISE
PHONE NUMBER: 404.543.2686
ZONING CHANGE: OI TO BG
LOCATION: 179 EAST CROGAN STREET
PARCEL ID: R5174 021
ACREAGE: TRACT 2: 3.25 (PARCEL SUBDIVISION)
PROPOSED DEVELOPMENT: TRACT 2: CONVENIENCE STORE WITH FUEL PUMPS
AND RETAIL SPACE

DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

ZONING HISTORY:

The property has been zoned OI (Office Institutional District) since 1970.

PROJECT DATA:

The applicant requests rezoning of a 3.25-acre parcel subdivision from OI (Office Institutional District) to BG (General Business District), to allow a convenience store with fuel pumps and retail space. The property owner intends to subdivide the lot into two tracts consisting of approximately 4.55 acres; Tract 1 would remain for use as a meeting hall to the American Legion while Tract 2 would be developed as the retail center, and is the subject of this analysis. The subject property is located along the northern right-of-way of Paper Mill Drive just east of its intersection with East Crogan Street. The tract is currently undeveloped, and heavily wooded.

The applicant proposes to leave Tract 1 in its current state and Tract 2 would be developed with a convenience store and retail space. The plan proposes a total of 10,500 square feet of retail space, with four fuel-pumping stations available. The submitted site plan proposes a total of 47 parking spaces that include two ADA accessible spaces and 2 bicycle parking spaces. Additionally, access to the proposed development would be via one curb cut and a deceleration lane along Paper Mill Drive. Per the site plan, the rear of the property would remain undisturbed. If approved, the parcel will be subdivided to create two lots of record; each tract would then have its individual parcel identification number.

The property lies within the Neighborhood Mixed Use Character Area of the 2040 Comprehensive Plan and Future Development Map. This character area was developed to encourage general commercial uses along major corridors, and mixed-use developments, which may include a diversity of development types. The tract is situated near the intersection that separates the corridors from a commercial to a neighborhood environment. Adding the retail center with a convenience store that offers fueling pumps may provide more service options for nearby residents.

The surrounding area is characterized by commercial, institutional, and multifamily developments along Paper Mill Road. The property is adjacent to BG zoned properties developed with a convenience store with fuel pumps and retail space to the west, and the Stanley Commerce Park consisting of office and industrial uses zoned LM (Light Manufacturing District). Across Paper Mill Road to the south is a BG zoned property developed as a retail center that hosts an array of commercial uses such as a laundromat, phone carrier company, and a convenience store among other commercial uses. Additionally, across Paper Mill road to the southeast is the Rich Martin Lawrenceville Housing Authority units zoned RM-12 (Multifamily Residence District).

The proposed development could contribute land use patterns and design elements that support walkability and an enhanced sense of place and may be consistent with the City of Lawrenceville 2040 Comprehensive Plan policies. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested rezoning.

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

- Site Plan needs to show the full width of Paper Mill Road including pavement striping.
- Site Plan to show intersecting streets and driveways across Paper Mill from this project.
- All improvements such as sidewalk and storm drainage facilities to be shown on the Site Plan.

ELECTRIC DEPARTMENT

According to the GIS map, the City of Lawrenceville has a single phase and three-phase overhead electric services available at this location, approximately 180 feet from the proposed building. The customer will need to pay all applicable fees for installation and service.

GAS DEPARTMENT

This property contains an existing 6-inch high-pressure steel gas main and 4-inch plastic gas main that runs along the Eastern property line. Care will need to be taken with protecting our facilities, as to the depth and placement of any structures, will need to be coordinated with the gas department. There are plastic gas mains along the front of both properties as well that can provide service to either.

WATER DEPARTMENT

No Comment.

CODE ENFORCEMENT

No Comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZC2020-00013:

Approval as BG (General Business District) for a commercial center, subject to the following enumerated conditions:

- 1. To restrict the use of the property as follows:
 - A. A convenience store not to exceed 4,500 square feet, with four fuel pump stations.
 - B. Additional retail spaces not to exceed 3,000 square feet.
 - C. The following uses shall be prohibited:
 - i. Adult Bookstores or Entertainment
 - ii. Automotive Parts Stores
 - iii. Bail Bonding
 - iv. Contractors Offices
 - v. Emissions Inspection Stations
 - vi. Equipment Rental
 - vii. Extended Stay Hotels or Motels
 - viii. Hookah/Vapor Bar or Lounge
 - ix. Pawn Shop
 - x. Smoke or Novelty Shop
 - xi. Tobacco or Novelty Shop
 - xii. Tattoo and Body Piercing
 - xiii. Taxidermists
 - xiv. Title Loan Facility
- 2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site plan, dated April 23, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - B. The building shall be of brick, stacked stone, and/or glass finish on all sides. Architectural plans shall be submitted to the Planning and Development Department for review and approval.

- C. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.
- D. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- E. Access to the property must align with Pine Valley Drive; be at least 30' wide and be paved. The pavement in R/W must be heavy-duty asphalt or concrete. Private Drive/Entrance shall be 32 feet in width, with a 40-foot radius, and designed to the following minimum standards.
 - i. 28 feet of pavement width
 - ii. 8 inch X 24 Inch X 14" at 3000 PSI curb and gutter
 - iii. 40-foot radii on curbs
- D. The height of the building shall be limited to 35 feet in height unless approved through a variance with the Board of Appeals.
- E. Provide a 10-foot Landscape Strip adjacent to the right-of-way Paper Mill Road, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.
- F. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.
- G. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10-foot landscape strip.
- H. Wall signage shall not exceed the requirements of the City of Lawrenceville Sign Ordinance, and shall only utilize neutral (non-white earth tone) background colors for the sign cabinet.
- I. Billboards and oversized signs shall be prohibited.
- J. All grassed areas shall be sodded.

- K. Underground utilities shall be provided throughout the development.
- L. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state, or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
- M. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Peddlers and/or parking lot sales shall be prohibited.
- P. Outdoor storage shall be prohibited.
- Q. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- R. Outdoor storage and overnight parking shall be prohibited.

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

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>1618 Properties, LLC</u>	NAME: <u>Hugh L. Holt American Legion</u>
ADDRESS: <u>1744 Morningdale Cir.</u>	ADDRESS: <u>PO Box 669</u>
CITY: <u>Duluth</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30097</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Marian Adeimy Avise</u> PHONE: <u>404-543-2686</u> <u>madeimy@gmail.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>OI</u> REQUESTED ZONING DISTRICT: <u>BG</u>	
PARCEL NUMBER(S): <u>R5174 021 (pending subdivision plat)</u> ACREAGE: <u>Tract 2(B): 3.252</u>	
ADDRESS OF PROPERTY: <u>Paper Mill Road, Lawrenceville, GA</u>	

SIGNATURE OF APPLICANT

6-16-20

DATE

maik Panjwani

TYPED OR PRINTED NAME

Erin Mills 6-16-20

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

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

RZC2020-00013

Received: June 19, 2020
Planning and Development



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

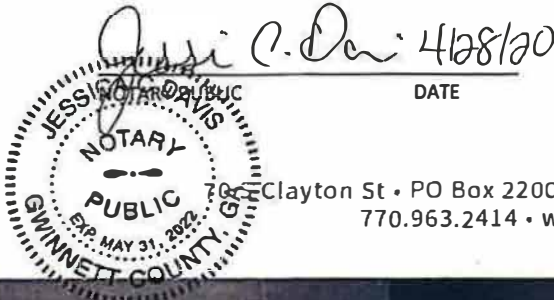
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NAME: <u>1618 Properties, LLC</u>	NAME: <u>Hugh L. Holt American Legion</u>
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* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>OI</u> REQUESTED ZONING DISTRICT: <u>BG</u>	
PARCEL NUMBER(S): <u>R5174 021 (pending subdivision plat)</u> ACREAGE: <u>Tract 1 (A): 1.203 and</u> <u>Tract 2(B): 3.252 = Total 4.455</u>	
ADDRESS OF PROPERTY: <u>179 East Crogan Street, Lawrenceville, GA</u>	

M. Advise 4/28/2020
SIGNATURE OF APPLICANT DATE

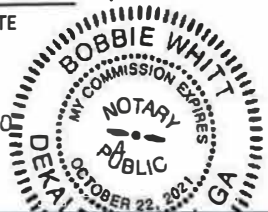
Robert H. Wilgus 4/29/2020
SIGNATURE OF OWNER DATE

Malika Panjwani
TYPED OR PRINTED NAME

ROBERT H. WILGUS
TYPED OR PRINTED NAME



Bobbie Whitte 4/29/2020
NOTARY PUBLIC DATE



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RZC2020-00013

RZC2020-00013

Received: 04.29.2020

Planning & Development

April 29, 2020

VIA E-MAIL

Mayor and City Council
City of Lawrenceville, Georgia
Planning and Development Department
Attn: Todd Hargrave, Director
70 S. Clayton Street
Lawrenceville, Georgia 30046

RE: Letter of Intent and Rezoning Application for the 4.55 acre property owned by the American Legion, located at 179 East Crogan Street and Paper Mill Road, Lawrenceville, Georgia, Tax Parcel ID No. R5174 021 (the "Property")

Dear Mayor, City Council, Planning Commission and staff,

This Letter of Intent is submitted along with the Application for Rezoning, exhibits, responses in support on behalf of the Applicant, 1618 Properties, LLC (the "Applicant") for the requested rezoning of the Property from OI to BG. As the current owner, the American Legion is under contract to sell approximately 3.2 acres of vacant property located behind the existing American Legion building, shown on the survey and site plan as Tract 2/B. The American Legion property and building located on Tract 1/A will remain occupied and in use by the American Legion, and the two tracts would be subdivided upon rezoning.

Upon subdividing, Tract 2/B will then have separate access to Paper Mill Road, subject to development requirements. As part of the requested rezoning from OI to BG, the Applicant seeks to develop the Tract 2/B as a quality retail center and gas station, consistent with the adjacent property and nearby commercial uses.

While not required, in considering the neighboring uses, the Applicant proposes a 15 ft. landscaped buffer on the western property line. Although the Property is not in the Downtown Overlay District, the Applicant also proposes bike parking to be consistent with those development requirements for a pedestrian-friendly option.

The Property has remained undeveloped for a number of years. As currently zoned and undeveloped, the current OI zoning designation for this Property does not allow for an economically viable development. The proposed rezoning gives the American Legion an opportunity to realize the best economic use of its property and is consistent with neighboring uses and zoning designations.

The Applicant is an experienced retail and gas station developer with knowledge of the City's goals and desires for this area. Like the nearby and adjacent retail and commercial uses, this rezoning will retain an appropriate transitional zoning between the subject property and nearby industrial uses.

RZC2020-00013
Received. 04.29.2020
Planning & Development

Letter of Intent – Page 2 of 2
 179 Crogan Street
 April 29, 2020

Constitutional Objections

The Applicant respectfully raises the following objections in order to preserve their legal rights and remedies.

The portions of the City of Lawrenceville's Zoning Ordinance which classify or condition the Property into a more or less intensive zoning classification or by applying zoning conditions other than as requested by the Applicant are and would remain unconstitutional in that they would impact the Applicant's property rights without first paying fair, adequate and just compensation for such rights, in violation of the Constitution of the State of Georgia of 1983, the Due Process Clause of the Fourteenth Amendment to the Constitution of the United States, and in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States, by denying economic and viable use of the Property while not substantially advancing legitimate state or local interests.

The Subject Property is not economically suitable for uses restricted under its present OI zoning and development classification, due to its location, shape, size, surrounding uses, and other factors. A denial of the requested rezoning would constitute an arbitrary and capricious act by the City of Lawrenceville and its officials without any rational basis therefore, constituting an abuse of discretion in violation of Article I of the Constitution of the State of Georgia of 1983 and the Fourteenth Amendment.

Conclusion

Due to the lack of an economically viable use for this Property as currently zoned, the Applicant and its representatives respectfully request that the City approve the Applicant's rezoning request, from OI to BG, for the Property to be subdivided and for Tract 2/B to be developed as a quality retail and gas station development.

The Applicant and their representatives welcome the opportunity to meet and discuss this requested rezoning.

Respectfully submitted,

/s/ MAA

Marian Adeimy Avise

Enclosures:

Rezoning Application, Survey, Site Plan,
 Legal Description and Tax Status

cc: Chasity Tillman, Seller's Agent

RZC2020-00013
 Received: 04.29.2020
 Planning & Development

EXHIBIT A

TRACT 2

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 174 OF THE 5 TH LAND DISTRICT, CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PAPER MILL ROAD (R/W VARIES) AND BEING THE SOUTHWEST CORNER OF A PARCEL OF LAND AS SHOWN ON A PLAT OF SURVEY FOR HUTCHCRAFT ENTERPRISES, WILLIAM A. HUTCHCRAFT, PREPARED BY HANNON, MEEKS & BAGWELL, SURVEYORS & ENGINEERS, INC. DATED SEPTEMBER 4, 1985, RECORDED IN PLAT BOOK 35, PAGE 222B, GWINNETT COUNTY RECORDS; THENCE RUNNING N83°11'29"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 116.03 FEET TO A POINT; THENCE RUNNING N07°42'45"E ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 9.32 FEET TO A POINT; THENCE RUNNING N82°27'20"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 299.01 FEET TO A FOUND RIGHT-OF-WAY MONUMENT; THENCE RUNNING N41°08'35"E FOR A DISTANCE OF 148.14 FEET TO A FOUND ½" REBAR WITH CAP (CONROY); THENCE RUNNING N42°43'58"E FOR A DISTANCE OF 74.24 FEET TO A FOUND ½" REBAR WITH CAP (CONROY); THENCE RUNNING N44°17'47"E FOR A DISTANCE OF 129.66 FEET TO A FOUND SPIKE; THENCE RUNNING N48°38'50"E FOR A DISTANCE OF 291.31 FEET TO A POINT; THENCE RUNNING N37°03'43"E FOR A DISTANCE OF 104.58 FEET TO A POINT ALONG A DITCH; THENCE RUNNING S11°03'59"E ALONG SAID DITCH FOR A DISTANCE OF 31.27 FEET TO A POINT; THENCE RUNNING S18°49'49"E ALONG SAID DITCH FOR A DISTANCE OF 11.86 FEET TO A POINT; THENCE RUNNING S18°35'02"E ALONG SAID DITCH FOR A DISTANCE OF 28.02 FEET TO A POINT; THENCE RUNNING S21°43'20"E ALONG SAID DITCH FOR A DISTANCE OF 36.78 FEET TO A POINT; THENCE RUNNING S14°33'24"W ALONG SAID DITCH FOR A DISTANCE OF 67.26 FEET TO A ½" REBAR; THENCE RUNNING S09°47'14"W ALONG SAID DITCH FOR A DISTANCE OF 20.30 FEET TO A POINT; THENCE RUNNING S17°33'34"W ALONG SAID DITCH FOR A DISTANCE OF 63.09 FEET TO A POINT; THENCE RUNNING S14°41'41"W ALONG SAID DITCH FOR A DISTANCE OF 46.23 FEET TO A POINT; THENCE RUNNING S16°10'38"W ALONG SAID DITCH FOR A DISTANCE OF 45.33 FEET TO A POINT; THENCE RUNNING S32°54'12"W FOR A DISTANCE OF 44.03 FEET TO A POINT; THENCE RUNNING S09°45'37"W FOR A DISTANCE OF 58.73 FEET TO A POINT; THENCE RUNNING S13°57'26"W FOR A DISTANCE OF 88.19 FEET TO A POINT; THENCE RUNNING S16°04'47"W FOR A DISTANCE OF 83.75 FEET TO A POINT TO THE **POINT OF BEGINNING.**

SAID TRACT OR PARCEL OF LAND CONTAINING 3.252 ACRES (141,652 SQUARE FEET) MORE OR LESS.



RZC2020-00013
Received 04 29 2020
Planning & Development



21.

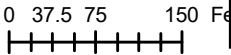
The City of Lawrenceville
Planning & Development

Aerial Map and
Surrounding Area File
RZC2020-00013

Applicant:
1618 Properties, LLC

Legend

-  Subject Area
-  Roads
-  Parcels





21.

*The City of Lawrenceville
Planning & Development*

Location Map and
Surrounding Zoning
File # RZC2020-00013

Applicant:
1618 Properties, LLC

Legend

 Subject Area

 Roads

 Parcels

ZONING

 BG General Business

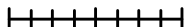
 LM Light Manufacturing

 OI Office Institutional

 RM-12 General Residence

 RM-M Modified Residential



0 37.5 75 150 Feet


Page 82

**PLANNING COMMISSION
RECOMMENDED CONDITIONS**

RZC2020-00013:

Approval as BG (General Business District) for a commercial center, subject to the following enumerated conditions:

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

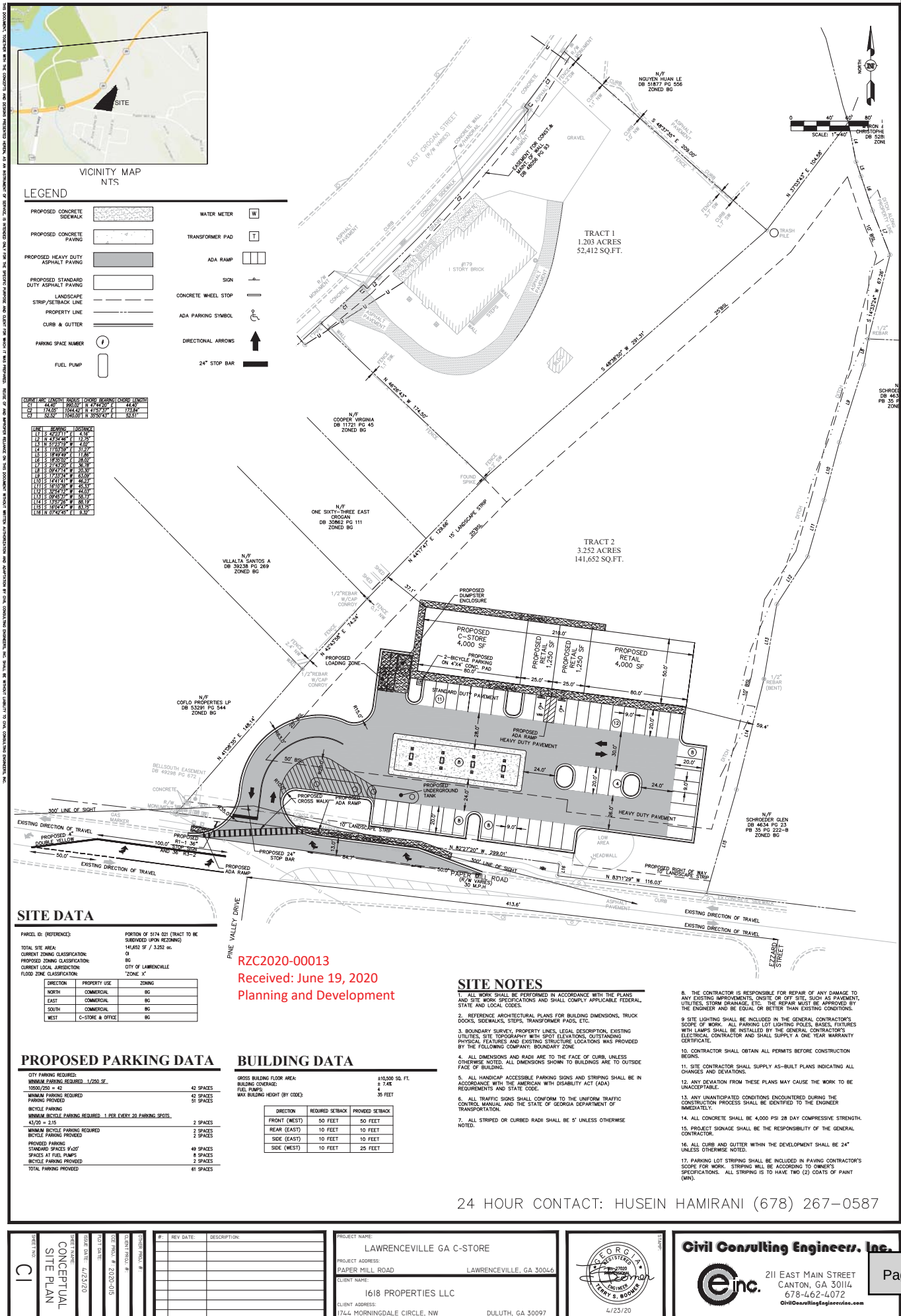
- A. A convenience store not to exceed ~~4,500~~ **4,000** square feet, with four fuel pump stations.
- B. Additional retail spaces not to exceed ~~3,000~~ **6,500** square feet.
- C. The following uses shall be prohibited:
 - i. Adult Bookstores or Entertainment
 - ii. Automotive Parts Stores
 - iii. Bail Bonding
 - iv. Contractors Offices
 - v. Emissions Inspection Stations
 - vi. Equipment Rental
 - vii. Extended Stay Hotels or Motels
 - viii. Hookah/Vapor Bar or Lounge
 - ix. Pawn Shop
 - x. Smoke or Novelty Shop
 - xi. Tobacco or Novelty Shop
 - xii. Tattoo and Body Piercing
 - xiii. Taxidermists
 - xiv. Title Loan Facility

2. To satisfy the following site development considerations:

- A. The property shall be developed in general accordance with the submitted site plan, dated April 23, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
- B. The building shall be of brick, stacked stone, and/or glass finish on ~~all~~ **three** sides. Architectural plans shall be submitted to the Planning and Development Department for review and approval.

- C. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.
- D. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- E. **To the extent feasible, A** access to the property ~~must~~ **should** align with Pine Valley Drive; be at least 30' wide and be paved. The pavement in R/W must be heavy-duty asphalt or concrete. Private Drive/Entrance shall be 32 feet in width, with a 40-foot radius, and designed to the following minimum standards.
 - i. 28 feet of pavement width
 - ii. 8 inch X 24 Inch X 14" at 3000 PSI curb and gutter
 - iii. 40-foot radii on curbs
- F. The height of the building shall be limited to 35 feet in height unless approved through a variance with the Board of Appeals.
- G. Provide a 10-foot Landscape Strip adjacent to the right-of-way Paper Mill Road, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.
- H. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.
- I. Ground Signage shall be ~~limited to a monument type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet.~~ **consistent with the requirements in Article 7 Signs of the City of Lawrenceville Zoning Ordinance.** Ground Signage shall be prohibited within the required 10-foot landscape strip.
- J. Wall signage shall not exceed the requirements of the City of Lawrenceville Sign Ordinance, and shall only utilize neutral (non-white earth tone) background colors for the sign cabinet.
- K. Billboards and oversized signs shall be prohibited.
- L. All grassed areas shall be sodded.

- K. Underground utilities shall be provided throughout the development.
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- N. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Peddlers and/or parking lot sales shall be prohibited.
- P. Outdoor storage shall be prohibited.
- Q. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- R. Outdoor storage and overnight parking shall be prohibited.





DRAFT
arch.jsd@gmail.com

RZC2020-00013
Received: June 19, 2020
Planning & Development





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR BUSINESS

AGENDA CATEGORY: NEW BUSINESS

Item:	RZC2020-00016 & SUP2020-00032; Family Promise of Gwinnett County; 757 Moon Road
Department:	Planning and Development
Date of Meeting:	Monday, July 27, 2020
Applicant Request:	Rezoning from RS-180 to BG, with a Special Use Permit
Presented By:	Todd Hargrave
Department Recommendation:	DENIAL
Planning Commission Recommendation:	Approval with Planning Commission recommended conditions

Summary: The applicant requests rezoning of a 1.25-acre parcel from RS-180 (Single-Family Residence District) to BG (General Business District), along with a Special Use Permit to allow a Homeless Shelter. The subject property is located along the northern right-of-way of Moon Road, just east of its intersection with Scenic Highway.

Attachments/Exhibits:

- RZC2020-00016 & SUP2020-00032 Final Report
- RZC2020-00016 & SUP2020-00032 Attachments
- RZC2020-00016 & SUP2020-00032 PC Recommended Conditions

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

CASE NUMBER: RZC2020-00016 & SUP2020-00032
APPLICANT: FAMILY PROMISE OF GWINNETT COUNTY
CONTACT: CAROL LOVE
PHONE NUMBER: 404.936.5522
ZONING CHANGE: RS-180 TO BG
LOCATION: 757 MOON ROAD
PARCEL ID: R5117 701
ACREAGE: 1.25
PROPOSED DEVELOPMENT: TO ALLOW A SHELTER, HOMELESS, WITH THE
APPROVAL OF A SPECIAL USE PERMIT
DEPARTMENT RECOMMENDATION: **DENIAL**

ZONING HISTORY:

The property has been zoned RS-180 (Single-Family Residence District) since 1970.

PROJECT DATA:

The applicant requests rezoning of a 1.25-acre parcel from RS-180 (Single-Family Residence District) to BG (General Business District), along with a Special Use Permit to allow a Homeless Shelter. The subject property is located along the northern right-of-way of Moon Road, just east of its intersection with Scenic Highway. The property is developed with a two-story single-family dwelling that is currently owned by a neighboring Place of Worship facility.

According to the submitted materials, the subject property and structure were used in the past to house families in need of assistance; however, the facility was operated without the necessary approvals or permits from the city. Therefore, the Family Promise of Gwinnett County (applicant), along with Saint Edwards Episcopal Church, is requesting approval from the city to allow housing for families in need of assistance. The applicant intends to utilize the two-story single-family dwelling, containing approximately 3,000 square feet, to house four families or 15 people; which may include an on-site overnight supervisor. The facility would consist of four bedrooms, bathrooms, a kitchen, and other common areas typically found in a family dwelling. Occupants would be required to meet certain criteria; which include but not limited to telephone screening, background checks, and providing their transportation. If accepted into the program, occupancy of the facility could range from one week to 90 days; however, this is contingent upon certain

thresholds that must be achieved which requires the occupants (adults) to secure affordable housing and employment. Additionally, the applicant proposes improvements to the facility that could consist of an expansion of the existing sewage disposal system, the modification of the existing garage into living quarters for the on-site supervisor, paved parking, and various other improvements.

The property lies within the Traditional Residential Character Area of the 2040 Comprehensive Plan and Future Development Map. This character area consists predominantly of single-family, suburban-style neighborhoods located in the southern half of the city. The purpose of this character area is to preserve these traditional neighborhoods and buffer them from more intense land uses. The introduction of a Homeless Shelter could be considered to be contrary to the intent of the Plan.

The surrounding area is characterized by a variety of uses and zoning. Immediately adjacent to the subject property are institutional place of worship facilities; to the west and north is the BG zoned Pleasant Hill Baptist Church, and further to the north is the RS-180 zoned Forest Hills single-family subdivision. Immediately to the east is the RS-180 Saint Edwards Episcopal Church, and further to the east is the RS-180 zoned Trotter Hills and RS-150 (Single-Family Residence District) zoned Waterstone Place single-family subdivisions. To the south, across Moon Road is the R-ZT zoned River Mill Station single-family subdivision located in unincorporated Gwinnett County, and the RS-150 zoned Scenic Highlands single-family subdivision located within the city limits. To the south and west, across both Moon Road and Scenic Highway are commercial, institutional, and multifamily uses and zoning located with the city limits. A Shelter, Homeless at this location could be considered to be inconsistent with the established development pattern and uses in the immediate area.

In conclusion, the requested Rezoning and Special Use Permit may not conform with recommendations of the Comprehensive Plan, which were designed to protect the established single-family neighborhoods in the immediate area. Therefore, the Planning and Development Department recommends **DENIAL** of the requested rezoning and Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No Comment

WATER DEPARTMENT

No Comment.

CODE ENFORCEMENT

No Comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZC2020-00016:

Approval as BG (General Business District) for a Shelter, Homeless facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Limited to a Shelter, Homeless facility providing a temporary place of residence and counseling for up to a maximum of 14 individuals (clients).
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - B. The building shall maintain its residential character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.
 - C. Provide and maintain a 75-foot buffer along the eastern property line. The existing encroachments of impervious surfaces shall be allowed subject to the review and approval of the Planning and Development Department. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.
 - D. Provide a 10-foot Landscape Strip adjacent to the right-of-way Moon Road, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.
 - D. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.
 - E. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6-foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.

- F. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.
- G. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10-foot landscape strip.
- H. Wall signage shall be prohibited.
- I. Billboards and oversized signs shall be prohibited.
- J. All grassed areas shall be sodded.
- K. Underground utilities shall be provided throughout the development.
- L. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state, or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
- M. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Peddlers and/or parking lot sales shall be prohibited.
- P. Outdoor storage shall be prohibited.
- Q. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- R. Outdoor storage and overnight parking shall be prohibited.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

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

SUP2020-00032:

Approval of Special Use for a Shelter, Homeless facility, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Shelter, Homeless facility and its associated accessory use structures.
 - B. The maximum number of people allowed at any given time shall be 15.
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.

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

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Family Promise of Gwinnett County</u>	NAME: <u>St. Edwards Episcopal Church</u>
ADDRESS: <u>3495B Sugarloaf Parkway</u>	ADDRESS: <u>737 Moon Road</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30044</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Carol Love</u> PHONE: <u>404-936-5522</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RS-180</u> REQUESTED ZONING DISTRICT: <u>BG</u>	
PARCEL NUMBER(S): <u>5117 701</u> ACREAGE: <u>1.5</u>	
ADDRESS OF PROPERTY: <u>737 Moon Road, Lawrenceville GA 30046</u>	

Carol Love
SIGNATURE OF APPLICANT

6-3-2020
DATE

John Talipsky Jr.
SIGNATURE OF OWNER

6/3/2020
DATE

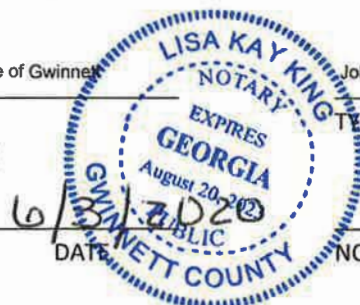
Carol Love on behalf of Family Promise of Gwinnett County

TYPED OR PRINTED NAME

Lisa Kay King

NOTARY PUBLIC

DATE



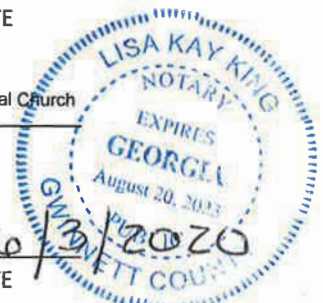
John Talipsky Jr. on behalf of St. Edwards Episcopal Church

TYPED OR PRINTED NAME

Lisa Kay King

NOTARY PUBLIC

DATE



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

RZC2020-00016

SUR2020-00032

Received: 06.03.2020

Planning & Development



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Family Promise of Gwinnett County</u>	NAME: <u>St. Edwards Episcopal Church</u>
ADDRESS: <u>3495B Sugarloaf Parkway</u>	ADDRESS: <u>737 Moon Road</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30044</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>678-376-8950</u>	PHONE: <u>770-963-6128</u>
CONTACT PERSON: <u>Carol Love</u> PHONE: <u>404-936-5522</u>	
CONTACT'S E-MAIL: <u>clove@familypromisegwinnett.org</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>RS-180</u> ACREAGE: <u>1.25</u>	
PARCEL NUMBER(S): <u>5117 701</u>	
ADDRESS OF PROPERTY: <u>737 Moon Road, Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>Housing facility for children and families experiencing homelessness for up 90 days.</u>	

Carol Love

SIGNATURE OF APPLICANT

6/2/2020

DATE

Carol Love on behalf of Family Promise of Gwinnett

TYPED OR PRINTED NAME

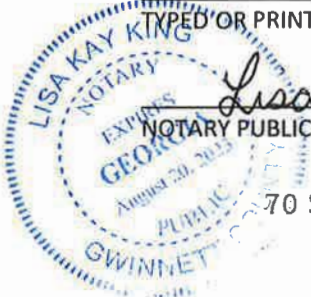
John Talipsky Jr.

SIGNATURE OF OWNER

DATE

John Talipsky Jr. on behalf of St. Edwards Episcopal Church

TYPED OR PRINTED NAME



Lisa Kay King

NOTARY PUBLIC

DATE



Lisa Kay King

NOTARY PUBLIC

DATE

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RZC2020-00016

SUP2020-00032

Received: 06.03.2020

Planning & Development



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

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RZC2020-00016
SLP2020-00032
Received: 06.03.2020
Planning & Development



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: 5 - 117 - 5117 701
 (Map Reference Number) District Land Lot Parcel

Carol Love
 Signature of Applicant

Mary *6-2-2020*
 Date

Carol Love, Executive Director for Family Promise of Gwinnett County

Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Julie Smith
 NAME

TSA II
 TITLE

6-2-2020
 DATE

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

RZC2020-00016
 SUP2020-00032
 Received: 06.03.2020
 Planning & Development

June 3, 2020

Mr. Todd Hargrave
Director, Planning and Development Office
City of Lawrenceville
70 S Clayton St
Lawrenceville, GA 30044

Dear Mr. Hargrave,

Family Promise of Gwinnett is submitting an application for a Special Use Permit to change the zoning for house on their property to change from RS-180 to BG.

St. Edwards Episcopal Church is proposing to lease the house on their property to Family Promise of Gwinnett as a place to house the families they serve. St. Edwards Episcopal Church is to enter into a five-year lease agreement with the option to extend the lease in one year increments for up to at least 10 years

Family Promise of Gwinnett (FPOG) is one of 200 affiliates of the national Family Promise program. Our mission is to bring existing local resources together to help homeless children and their families regain their housing and their independence, while maintaining their dignity. FPOG's ongoing Hospitality Program is dependent on the more than 30 congregations are involved in this initiative, providing shelter, meals, and a hospitable environment for our guest families. We solicit host and support congregations, train their volunteers, and support each congregation's volunteer coordinator.

Since the threat of COVID-19, all our host churches have been closed and we have had to find housing for our families. At the time of these changes began, FPOG had one family of six that needed to be moved from a church quickly. They were placed in an extended-stay motel, initially for four weeks. This was an expense that FPOG would not be able to sustain for a long period of time. The sudden loss of face-to-face hosting by volunteers also necessitated the purchase of grocery gift cards for the family, another increase in expenditures. As this extended-stay motel time continued, St. Edwards Episcopal Church offered a house located on their property, located at 737 Moon Road, Lawrenceville, as a place for the family to stay. The home needed flooring, paint, furniture, and more. Through the work of many volunteers from St. Edwards, FPOG and others from the community and some donations, the downstairs portion of the home was transformed and the family of six moved from the motel to the house.

St. Edwards has now offered to lease this house to FPOG for the use of housing guest families going forward. This would be done instead of host churches housing the families in their churches. This change would make the house a static location for FPOG to house guest families, no more than four families and no more than 14 people.

RZC2020-00016
SUP2020-00032
Received: 06.03.2020
Planning & Development

As the house is now, there are five bedrooms, three full baths and one half bath. The house is approximately 3,000 square feet. Some of the changes FPOG would do to the house to serve as the Promise Haven facility:

- Either install a larger septic system or connect to the sewer that is available on Moon Road.
- Provide a paved parking area in front of the house.
- Provide custom bunk beds that will be in each bedroom to allow for sleeping of three to five individuals.
- There will be two bedrooms with a connecting door to convert two rooms into a large room for a family of 6 to utilize.
- Build out the closed garage to make an efficiency apartment. This would include the additional of a small kitchen and bathroom. This would house an on-site resident which is their primary residences and is responsible for overnight oversight of the families Sunday through Thursday, 8:30p-7:00a, each week. Volunteers would cover this time each Friday and Saturday evening.
- Families will be at the site from 5:30pm to 7:30am Monday – Friday with the possibility to stay on Saturday – Sunday all day. There must be a staff member or two volunteers on site at all times while the families are present.
- This location will allow FPOG to serve families that do not have transportation as the bus stop is located just two blocks away.
- Add fence for increased security
- Improved landscaping

FPOG guest families are in the program for up to 90 days. The initial telephone screening process for a family establishes that they are homeless or facing eviction; own a reliable vehicle; have six or less family members needing services; single parent or legally married two-parent family; not the victim or have an active threat of domestic violence; is employed or willing and able to be employed within 30 days. If the family cannot fit into any of these parameters, they are not considered further, but given referrals to other organizations for possible assistance.

- After passing the initial screening, there are more requirements for the family.
- All family members 18 and over must pass a background check.
- Birth certificates and social security cards for each family must be presented.
- There must be proof of ownership and insurance for the family's vehicle.
- Must get a TB test and show results.

RZC2020-00016
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Received: 06.03.2020
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- Children must be up-to-date with immunizations.
- While in the program, the working family member provides bank statements, pay records and puts a set amount of money into a savings account.
- Each family is required to be looking for affordable permanent housing with the goal of accomplishing this within 90 days from entering the program.

Occupancy Rules

The ordinance established minimum room width and height requirements as well as minimum square footage requirements of dwelling units based on the number of occupants residing in the dwelling. Every bedroom occupied by one (1) occupant must contain at least 70 square feet and bedrooms occupied by more than one occupant must contain at least 50 square feet per person. Kitchens, bathrooms, living rooms, and non-habitable spaces cannot be used for sleeping purposes. This regulation does not apply to guests whose occupancy is not to last longer than one (1) week.

Occupancy break out for Promise Haven house.

Bedroom 1 (Downstairs) – approx. 200 sq. ft., 4 individuals

Bedroom 2 (Upstairs) – approx. 210 sq. ft., 4 individuals

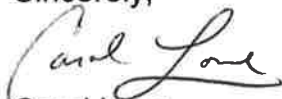
Bedroom 3 (Upstairs) – approx. 200 sq. ft., 4 individuals

Bedroom 4 (Upstairs) – approx. 150 sq. ft., 3 individuals

According to Gwinnett County occupancy rules the total possible individuals to stay in shelter part of house is 15.

Thank you for your consideration.

Sincerely,



Carol Love

Executive Director, Family Promise of Gwinnett

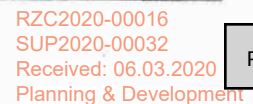
RZC2020-00016
SUP2020-00032
Received: 06.03.2020
Planning & Development

Legal Description: Metes and Bounds

Legal Description for Property at 757 Moon Road, Lawrenceville, GA 30046, Land Lot 117 of the 5th land district of Gwinnett County, Georgia containing 1.249 acers. Transcribed from plat book 0 page 288 Gwinnett County plat records as follows:

TO LOCATE THE TRUE POINT OF BEGINNING, BEGIN at the iron pin located at the common corner of Land Lots 116, 117, 140, and 141, of Said District; thence run in a Southwesterly direction along the Land Lot Line common to Land Lots 116 and 117 a distance of 1,376.1 feet to an iron pin; thence run South 10 degrees East 422.6 feet to an iron pin, being the True Point of Beginning; thence run along the property of R.J. Young South 10 degrees East 309.2 feet to an iron pin on the Northern Right of Way of Moon Road; thence run North 85 degrees 53 minutes West 219.1 feet along the Northern Right of Way of Moon Road to an iron pin; thence run North 4 degrees 07 minutes East 300 feet to an iron pin; thence run South 85 degrees 53 minutes East 143.7 feet to an iron pin, being the TRUE POINT OF BEGINNING.

RZC2020-00016
SUP2020-00032
Received: 06.03.2020
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**BAKER LAND
DESIGN**

LANDSCAPE ARCHITECTURE
LAND PLANNING
CERTIFIED ARBORIST

3471 DONAVILLE ST.
SUITE 200
DULUTH, GA 30096
PHONE: (404) 787-3973
WWW.BAKERLANDDESIGN.COM

SURVEY OF EXISTING CONDITIONS

FOR THE

**ST. EDWARDS
EPISCOPAL
CHURCH**

COUCH MASON
HOUSE

REVISIONS

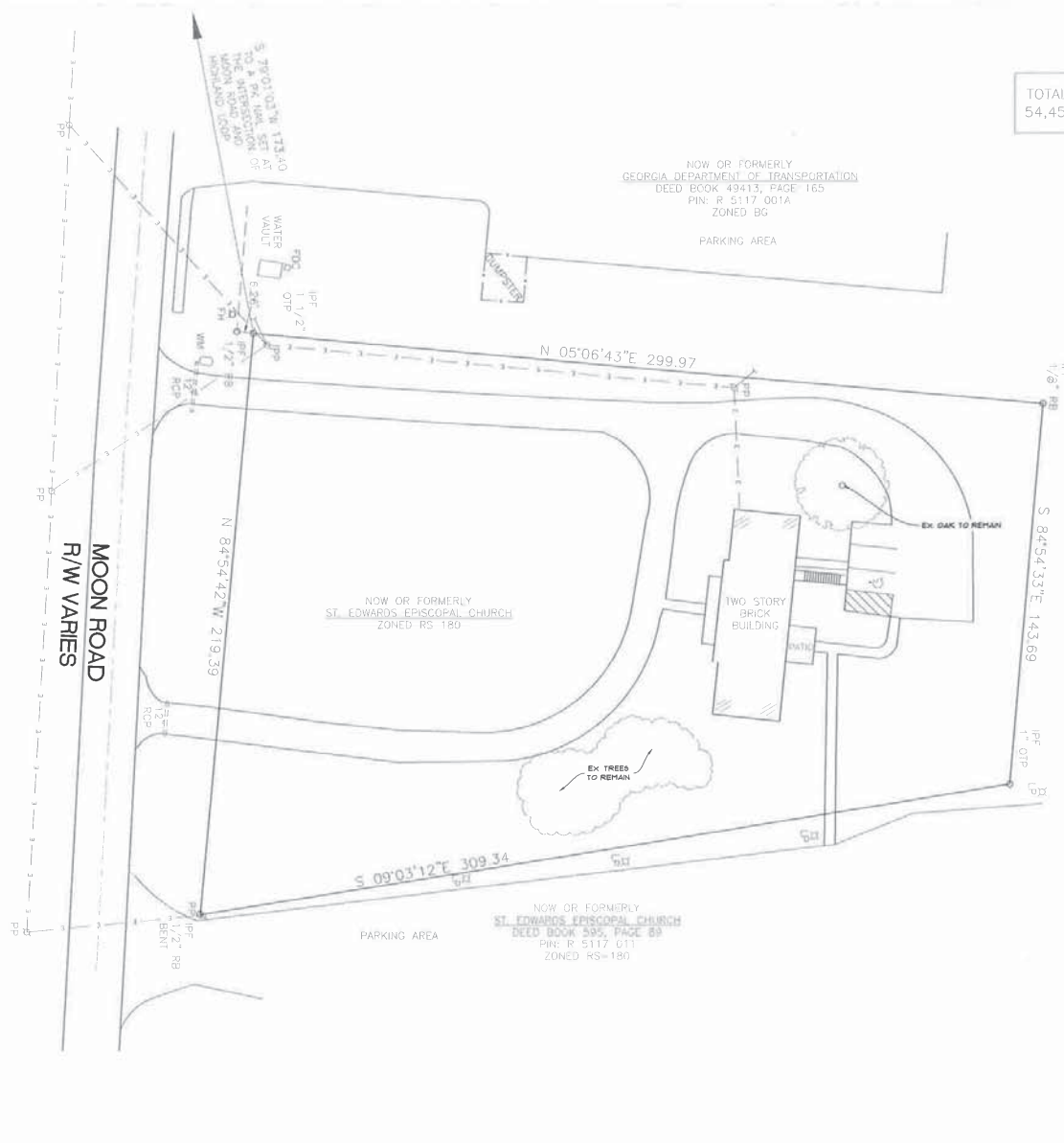
DRAWN BY: BH

CHECKED BY: TB

SCALE: 1"=20'-0"

DATE: 6/21/20

Received: 06.03.2020
SHEET 1 OF 2
Planning & Development



TOTAL AREA:
54,457 SQ. FT / 1.25 ACRES

PARKING AREA

N 05°06'43"E 299.97

TWO STOR
BRICK
BUILDING

S 09°03'12"E 309.34

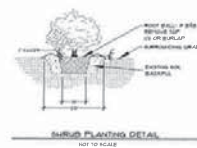
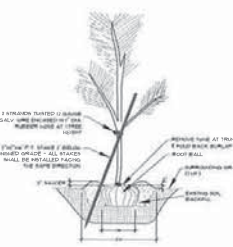
NOW OR FORMERLY
ST. EDWARDS EPISCOPAL CHURCH
DEED BOOK 595, PAGE 89
PIN: R 5117 011
ZONED RS-180

PARKING AREA

SCALE: 1"=20'-0"



- THERE ARE NO STREAMS WITHIN 200' OF THIS SITE.
- THERE ARE NO WETLANDS OR FLOODPLAIN ON THIS SITE PER FIRM PANEL: 13135C0103F.
- THIS PROPERTY IMPROVEMENT DOES NOT REQUIRE REMOVAL OF EX. TREES.

LOCATION MAP
NTS

**BAKER LAND
DESIGN**

3471 DONAVILLE ST.
SUITE 200
DULUTH, GA 30096
PHONE: (404) 787-3973
WWW.BAKERLANDDESIGN.COM

SITE PLAN

FOR THE

ST. EDWARDS
EPISCOPAL
CHURCH

COUCH MASON
HOUSE

LANDSCAPE STRIP REQUIREMENTS:
 16 STRIP LENGTH = 219 L.F.
 3 SHRUBS REQUIRED PER 25 L.F.
 $219 / 25 = 8.76$
 $9 \times 3 = 27$ REQUIRED SHRUBS
28 SHRUBS SHOWN WITHIN STRIP.
THEREFORE REQUIREMENT HAS BEEN SATISFIED.



REVISIONS

DRAWN BY: BH

CHECKED BY: TB

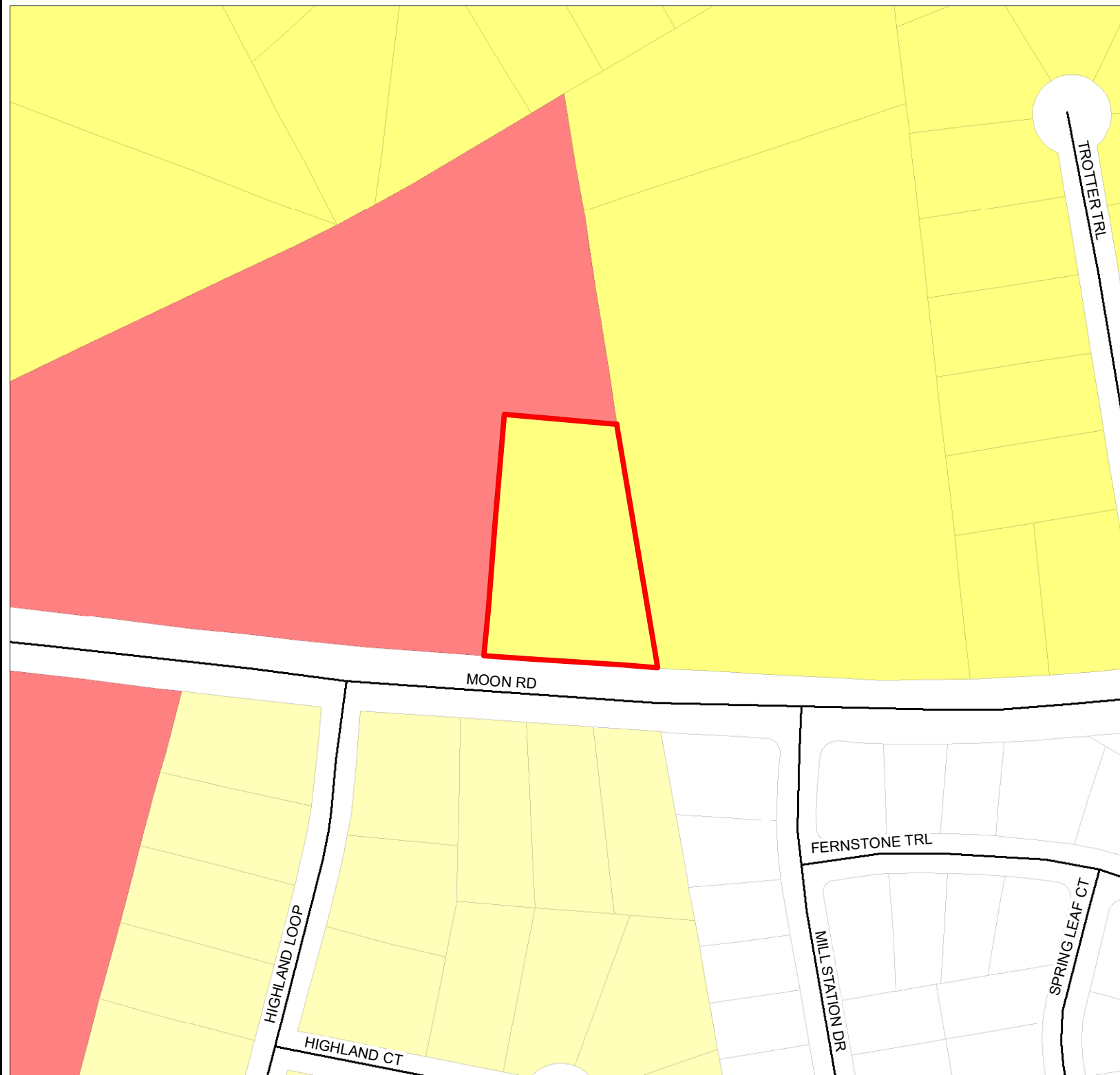
SCALE: 1"=20'-0"

DATE: 6/2/20
SUP2020-00032

Received: 06.03.2020
SHEET 2 OF 2
Planning & Development



RZC2020-00016
SUP2020-00032
Received: 06.03.2020
Planning & Development



22.

*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning**
File # RZC2020-00016
SUP2020-00032

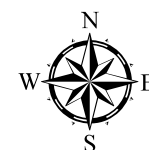
Applicant:
**Family Promise of
Gwinnett County**

Legend

-  Subject Property
-  Parcels
-  Roads

ZONING

-  BG General Business
-  RS150 Single-Family Residence
-  RS180 Single-Family Residence



0 50 100

Page 109



The City of Lawrenceville
Planning & Development

Aerial Map and
Surrounding Area
File # RZC2020-00016
SUP2020-00032

Applicant:
**Family Promise of
Gwinnett County**

Legend

-  Subject Property
-  Parcels
-  Roads



0 50 100

**PLANNING COMMISSION
RECOMMENDED CONDITIONS**

ADDITIONS – BOLD
DELETIONS - STRIKETHROUGH

RZC2020-00016:
Approval as BG (General Business District) for a Shelter, Homeless facility, subject to the following enumerated conditions:

- 1. To restrict the use of the property as follows:
 - A. Limited to a Shelter, Homeless facility providing a temporary place of residence and counseling for up to a maximum of 14 individuals (clients).
- 2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - B. The building shall maintain its residential character, and repairs or modifications shall be limited to routine maintenance or repair. Any expansion to the existing footprint shall be prohibited.
 - C. Provide and maintain a ~~7525~~-foot buffer along the eastern property line. The existing encroachments of impervious surfaces shall be allowed subject to the review and approval of the Planning and Development Department. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.
 - D. Provide a 10-foot Landscape Strip adjacent to the right-of-way Moon Road, excluding encroachments of impervious surfaces except for perpendicular ingress and egress access. The landscaping and buffer shall be subject to the review and approval by the Planning and Development Department.
 - D. The site shall be required to meet the standards of Article VIII of the Development Regulations for parking lot trees.

- ~~E. Dumpsters shall be located in the side yard or rear yard area and outside of any required stream or zoning buffer a minimum of 5 feet. The dumpster shall be screened on all sides by a minimum 6 foot high brick or masonry wall with access via an opaque gate. Dumpster enclosure shall be constructed of materials consistent with materials and colors of the primary structure.~~
- ~~F. Dumpster Pad shall be placed on concrete pads of sufficient size and strength to support the weight of service vehicles. The size of the pad shall not be less than 10 feet wide by 30 feet long.~~
- G. Ground Signage shall be limited to a monument-type sign with a maximum height of 8 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 32 square feet. Ground Signage shall be prohibited within the required 10-foot landscape strip.
- H. Wall signage shall be prohibited.
- I. Billboards and oversized signs shall be prohibited.
- J. All grassed areas shall be sodded.
- ~~K. Underground utilities shall be provided throughout the development.~~
- L. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state, or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
- M. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
- N. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
- O. Peddlers and/or parking lot sales shall be prohibited.
- ~~P. Outdoor storage shall be prohibited.~~

Q. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

~~R. Outdoor storage and overnight parking shall be prohibited.~~

PLANNING COMMISSION
RECOMMENDED CONDITIONS
ADDITIONS – BOLD
DELETIONS - STRIKETHROUGH

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

SUP2020-00032:
Approval of Special Use for a Shelter, Homeless facility, subject to the following enumerated conditions:

- 1. To restrict the use of the property as follows:
 - A. Shelter, Homeless facility and its associated accessory use structures.
 - B. The maximum number of **clients** allowed at any given time shall be **limited to 15 total individuals. Staff members, performing day-to-day operations relating to the Shelter, Homeless Facility, shall not be included in the total number of individuals allowed at the site at any given time.**
- 2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site plan, dated June 2, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.



LAWRENCEVILLE

GEORGIA

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

Item: CIC2020-00002; Walker Anderson Homes, LLC; 167 Branson Street, 182 Branson Street and 241 Church Street

Department: Planning and Development

Date of Meeting: Monday, July 27, 2020

Applicant Request: Change-in-condition to previously approved rezoning

Presented By: Todd Hargrave

Department Recommendation: DENIAL

Planning Commission Recommendation: Denial

Summary: Applicant requests a Change-in-Conditions to a previously approved rezoning case (SU-17-13) and the South Lawn Plan Book. The applicant requests to amend Condition 2 and 11, to allow modifications to the exterior architectural design.

Attachments/Exhibits:

- CIC2020-00002 Report
- CIC2020-00002 Attachments

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE-IN-CONDITIONS REPORT

CASE NUMBER	CIC2020-00002
APPLICANT	WALKER ANDERSON HOMES, LLC
CONTACT	CLINT WALTERS
PHONE NUMBER	404.274.4492
ZONING CHANGE	N/A
LOCATION	167 BRANSON ST, 182 BRANSON ST, 291 CHURCH ST
PARCEL ID	R5147A010, R5147A011, R5147A016, R5147A017, R5147A009
ACREAGE	1.1
PROPOSED DEVELOPMENT	CHANGE IN CONDITIONS TO TOWNHOUSE ELEVATIONS FROM SU-17-13 APPROVAL
DEPARTMENT RECOMMENDATION	DENIAL

ZONING HISTORY:

In 2017, the property was approved a Special Use Permit, with conditions, pursuant to case SU-17-13 for a mixed-use development, including that the site development, structures and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017, City Council public hearing (“Plan Book”).

PROJECT DATA:

The applicant is requesting a Change-in-Conditions of a prior Special Use Permit (SU-17-13) to modify the “Plan Book” for a townhouse development of a 1.1-acre portion of the subject property, known as the Lawrenceville South Lawn. The affected portion is located on the western corner of Branson Street to the north, Church Street to the south, and Municipal Drive to the west, and it is currently a cleared vacant lot. The applicant is requesting to amend Condition 2 of SU-17-13. The condition currently reads as follows:

- 2. The site development, structures and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4,

2017 City Council public hearing (together the “Plan Book”). Final site plans and building plans for each product type shall be submitted for review and approval of the Director of P&D to ensure compliance with the Plan Book.

The applicant proposes to amend Condition 2 to revise the dimensions and building details of the proposed townhomes listed within the Plan Book to be built on the 1.1-acre portion. Proposed changes include reducing the dimensions of the townhouse units from 22’ x 48’ to 22 x 41’, altering the roof type from flat roof to asphalt shingled gable roof, and changing the exterior materials of the front and side elevations. The approved “Plan Book” in 2017 established the precedent of the subject property’s mixed-use development, and the applicant’s request would be considered inconsistent with that precedent.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates that the property is in the Downtown Character area. This character area encourages new buildings to have their own style with consideration made to higher architectural standards with human scale features. The applicant’s request could be inconsistent for the type of development that was approved in the Plan Book.

The area surrounding the subject lot consists of multifamily, commercial, and office-institutional uses, which are part of the overall development that was approved by the Special Use Permit. The applicant’s request could be considered inconsistent given the type of development approved in the Plan Book and the different residential uses that have been developed in the immediate area.

In conclusion, the requested change-in-conditions may be inconsistent with the previously approved Plan Book and inconsistent with the policies of the City of Lawrenceville 2040 Comprehensive Plan. Therefore, the Planning and Development Department recommends **DENIAL** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS**ENGINEERING DEPARTMENT**

No Comment.

ELECTRIC DEPARTMENT

No Comment.

GAS DEPARTMENT

No Comment.

WATER DEPARTMENT

No Comment.

CODE ENFORCEMENT

No Comment.

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

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

Approval of Special Use Permit for a Mixed-Use development subject to the following enumerated conditions:

1. Approval of a mixed-use development in the Downtown Overlay, Live/Work B Subarea, which may include townhouses and apartments (including mixed-use buildings containing retail uses) as Special Uses.
2. ~~The site development, structures and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017 City Council public hearing (together the "Plan Book"). Final site plans and building plans for each product type shall be submitted for review and approval of the Director of P&D to ensure compliance with the Plan Book.~~ **The site development, structures, and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017 City Council public hearing (the "Plan Book") and as amended at the July 27, 2020 City Council public hearing. Final site plans and building plans for each product type shall be submitted for review and approval of the Planning & Development Department to ensure compliance with the Plan Book.**
3. Where any architectural standard, building height, minimum lot size, setback/build-to line, dimensional standard, sidewalk or parking requirement of the Downtown Overlay or Zoning Ordinance conflicts with the submitted Plan Book or architectural renderings and elevations, the submitted Plan Book shall govern, with further review and approval by the Architectural Review Board not required.
4. The development shall have a mandatory community association(s) to provide maintenance for all common areas (including the maintenance of landscaping within internal rights-of-way and immediately adjacent external rights-of-way), and enforce reasonable and customary property maintenance standards through covenants on all residences within the community. The covenants, conditions, and restrictions will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Subject to applicable City, local, and federal rules, laws, regulations, and

rulings of courts having competent jurisdiction over the subject property, said covenants shall include a restriction that no more than 10 percent of the single family units (with an additional 5% hardship) may be leased to third parties by individual owners.

5. The developer shall construct the traffic improvements identified in the submitted Transportation Analysis (for “Projected 2023 Build Conditions”) and the GRTA Notice of Decision for Development of Regional Impact (DRI) #2727. Final design of said improvements shall be subject to review and approval by the City Engineer, Gwinnett and/or Georgia DOT, as applicable.
6. Internal and external streetscape design shall be in substantial accordance with the requirements of the Downtown Overlay, and shall include pedestrian lighting and amenities per the Overlay. The main internal “promenade” sidewalks from Scenic Highway to the Lawrenceville Lawn (both sides of the street) shall be a minimum of 6 feet wide in the single-family area and 8 feet wide in the multi-family area. External sidewalks along Jackson Street and Clayton Street shall be a minimum of 10 feet wide. Final design shall be reviewed and approved by the Director of P&D.
7. Landscaping and screening along Jackson Street shall be in general accordance with the landscape cross sections outlined in the Plan Book. Final design shall be subject to review and approval by the Director of Planning and Development.
8. Stormwater detention ponds shall be screened from public view with fencing and landscaping. Final design of said screening shall be subject to review and approval by the Director of Planning and Development
9. Developer shall provide modifications to the Police Station parking lot and access drives in general accordance with the Plan Book.
10. Developer shall provide connections for stormwater conveyance at common property lines and capacity for stormwater detention from the Hooper-Renwick School and future Library site.
11. Building materials for the single-family (attached and detached) units shall be in general accordance with the elevations set forth in the Plan Book.
12. All street signage shall meet City of Lawrenceville’s standard signage.
13. Length of driveways in the single family portion shall be 20 feet minimum:
 - a. Front entry – (front of structure to back of sidewalk or alleyway if no sidewalk is present)
 - b. Rear entry – (rear of structure to back of curb)

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

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Walker Anderson Homes, LLC</u>	NAME: <u>NGI- Berbank LLC</u>
ADDRESS: <u>390 Bragden Road</u>	ADDRESS: <u>1545 Peachtree St NE</u> <u>Suite 260</u>
CITY: <u>Suwanee</u>	CITY: <u>Atlanta</u>
STATE: <u>GA</u> ZIP: <u>30024</u>	STATE: <u>GA</u> ZIP: <u>30309</u>
CONTACT PERSON: <u>Clint Walters</u> PHONE: <u>404-274-4492</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RM12</u> REQUESTED ZONING DISTRICT: <u>RM12</u>	
PARCEL NUMBER(S): <u>5147A 010, 011, 016, 009</u> ACREAGE: <u>1.102</u> <u>017</u>	
ADDRESS OF PROPERTY: <u>167 Branson St, 182 Branson St., 241 Church St.</u>	

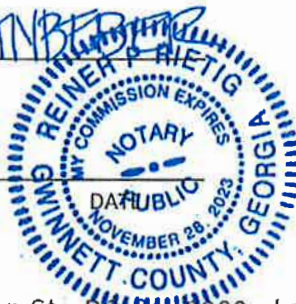
AWB VanBerk 6/4/20
SIGNATURE OF APPLICANT DATE

George Berkow 6/4/20
SIGNATURE OF OWNER DATE

AWB VANBERK
TYPED OR PRINTED NAME

George Berkow Co President
TYPED OR PRINTED NAME

Mindy 6/4/20
NOTARY PUBLIC



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LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

Have you, within the two years immediately preceding the filing of this application, made campaign contributions aggregating \$250.00 or more to the Mayor of the City of Lawrenceville, a member of the City Council, or to a member of the Planning Commission of the City of Lawrenceville? N Y/N

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

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

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

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

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

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

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CIC2020-00002
Received: 06.04.2020
Planning & Development

WALKER ANDERSON

LETTER OF INTENT

June 4, 2020

Walker Anderson Homes, LLC ("Applicant") respectfully requests a change in conditions to City of Lawrenceville Special Use Permit SU-17-13. Conditions 2 and 11 require modifications to the Lawrenceville South Lawn Plan Book ("Plan Book") dated December 4, 2017. The requested modifications pertain specifically to the yellow townhome units (22' x 48', Rear Entry) first identified on page 7 of Plan Book and further referenced on pages 36, 41, and 42. These have been commonly referred to as the "flat roofed townhomes" throughout the history of the project.

The Applicant desires to build a 22' x 41' Rear Entry Townhome with an asphalt shingled gable roof and a mixture of elevation materials. The revised dimensions are the only change required on page 7 of the Plan Book.

Plan Book page 36 shall be amended to reflect accurate details of the 22' x 41' product as italicized in the following table and summarized below:

# of Units	Product	Attached / Detached	Front / Rear Entry	# of Stories	Avg. SF	# of Beds	# of Baths	# of Half Baths
17	22'x41'	Attached	Rear	3	2,243	2-4	2-3	1-2

The Product dimensions change from 22'x48' to 22'x41. The shortening of the home is primarily driven by the removal of internal stairs required by the split level front door location of the original elevations.

The Average Square Footage decreases by 184 SF from 2,427 SF to 2,243 SF. This approximately 7.5% reduction in square footage is also driven by the removal of the unusable, but calculated heated space of the interior entrance stairs.

It is the Applicant's opinion that the length and square footage changes in the product do not negatively affect the livability of the homes.

The change to the # of Beds column is more a clarification than a change. Units have the option of dual master or 3 or 4 bedroom options.

The changes in the # of Baths and # of Half Baths columns is also a clarification. All units have 2 baths on the Upper Level and a half bath on the Main Level. The Lower Level has a half bath standard with an option for a full bath.

Plan Book pages 41 and 42 shall be replaced with the enclosed elevations. In summary, the Applicant requests approval of townhome units with a mixture of elevation materials and an asphalt shingled gable roof. The front elevations shall consist of cementitious cedar shake or board and batten with brick water tables. Side elevations shall feature the same materials as the front elevation. Rear elevations shall remain siding as previously submitted. Thank you for your consideration in this matter.

CIC2020-00002

Received: 06.04.2020

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Suwanee, Georgia 30024

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ATLANTA, GEORGIA 30308
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LAWRENCEVILLE SOUTH LAWN
30 S CLAYTON ST., LAWRENCEVILLE, GEORGIA 30046
LAND LOT 146 & 147, 5TH DISTRICT, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, 040, 041, 042, 043, 044, 045, 046, 047, 048, 049, 050, 051, 052, 053, 054, 055, 056, 057, 058, 059, 060, 061, 062, 063, 064, 065, 066, 067, 068, 069, 070, 071, 072, 073, 074, 075, 076, 077, 078, 079, 080, 081, 082, 083, 084, 085, 086, 087, 088, 089, 090, 091, 092, 093, 094, 095, 096, 097, 098, 099, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 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2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 21



LAND DESCRIPTION

All that tract or parcel of land lying and being in land lot 147 of the 5th Land District, City of Lawrenceville, Gwinnett county, Georgia, and being more particularly described as follows:

To find the Point of Commencement, begin at the intersection of the Northerly Right-of-Way of Church Street (R/W varies) and the Westerly Right-of-Way of South Clayton Street (60' R/W); THENCE leaving said intersection and traveling along said Right-of-Way of Church Street the following three (3) courses and distances along a curve to the left having a radius of 6,200.10 feet and arc length of 178.55 feet being subtended by a chord of North 83 degrees 57 minutes 35 seconds East for a distance of 178.54 feet to a point; THENCE North 05 degrees 13 minutes 07 seconds West for a distance of 2.58 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said point as thus established North 05 degrees 13 minutes 07 seconds West for a distance of 222.27 feet to a point on the Southerly Right-of-Way (50' R/W) of Branson Street. THENCE continuing along said Right-of-Way the following two (2) courses and distances along a curve to the left having a radius of 715.50 feet and arc length of 104.30 feet being subtended by a chord of North 71 degrees 49 minutes 43 seconds East for a distance of 104.21 feet to a point; THENCE along a curve to the right having a radius of 332.50 feet and arc length of 136.64 feet being subtended by a chord of North 79 degrees 25 minutes 31 seconds East for a distance of 135.68 feet to a point; THENCE leaving aforesaid Right-of-Way along a curve to the left having a radius of 24.50 feet and arc length of 1.40 feet being subtended by a chord of South 00 degrees 30 minutes 20 seconds West for a distance of 1.40 feet to a point; THENCE South 01 degrees 07 minutes 41 seconds East for a distance of 113.46 feet to a point; THENCE along a curve to the left having a radius of 956.05 feet and arc length of 88.19 feet being subtended by a chord of South 03 degrees 46 minutes 14 seconds East for a distance of 88.15 feet to a point on the aforesaid Northerly Right-of-Way of Church Street (R/W varies); THENCE continuing along said Right-of-Way the following three (3) courses and distances South 83 degrees 54 minutes 55 seconds West for a distance of 52.28 feet to a point; THENCE along a curve to the left having a radius of 168.72 feet and arc length of 58.14 feet being subtended by a chord of South 74 degrees 02 minutes 35 seconds West for a distance of 57.85 feet to a point; THENCE South 64 degrees 10 minutes 15 seconds West for a distance of 125.08 feet to a point, said point being the **TRUE POINT OF BEGINNING**.

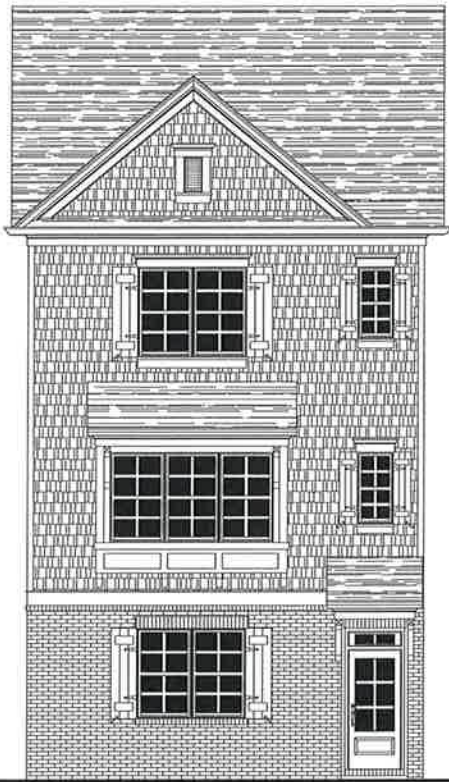
Said property contains 1.102 Acres.

h:\temp\mlt-home rezona.docx

CIC2020-00002
Received: 06.04.2020
Planning & Development
RECEIVED JUN 07 2020

22' X 41' BASEMENT ENTRY PLAN

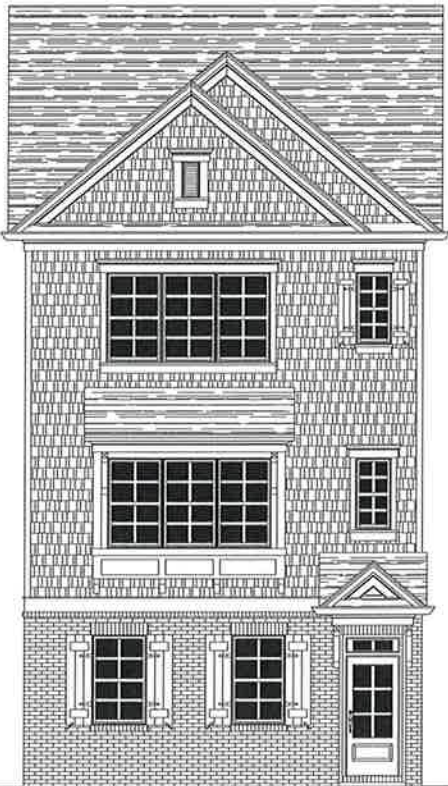
23.



Front Elevation A



Front Elevation B



Front Elevation C



Front Elevation D

WALKER
ANDERSON

CIC2020-00002
Received: 06.04.2020
Planning & Development
RECEIVED JUN 04 2020



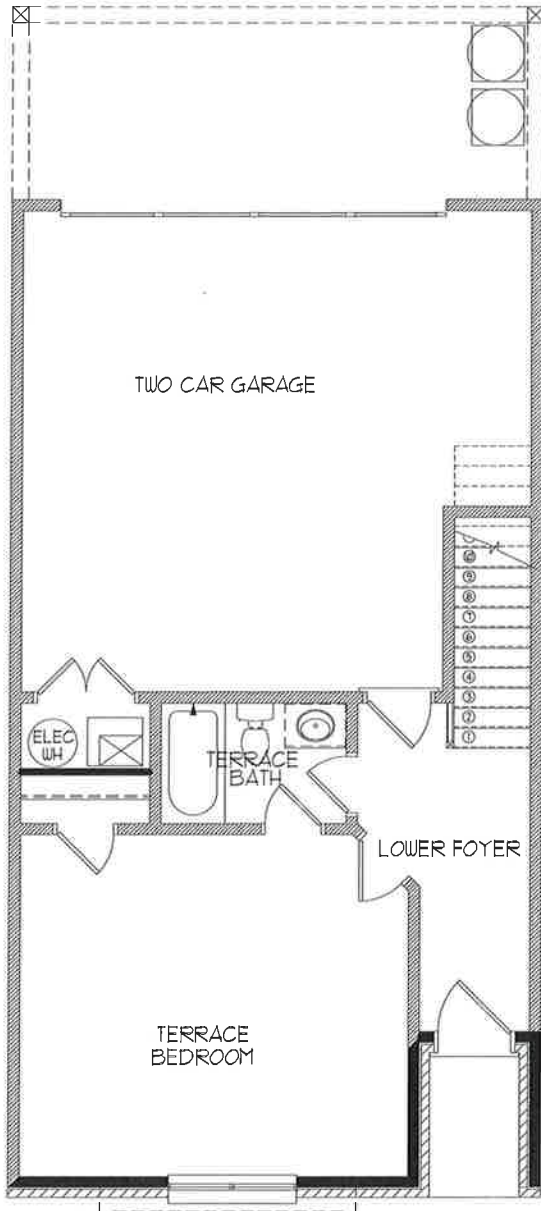
5 UNITS BUILDING

WALKER
ANDERSON

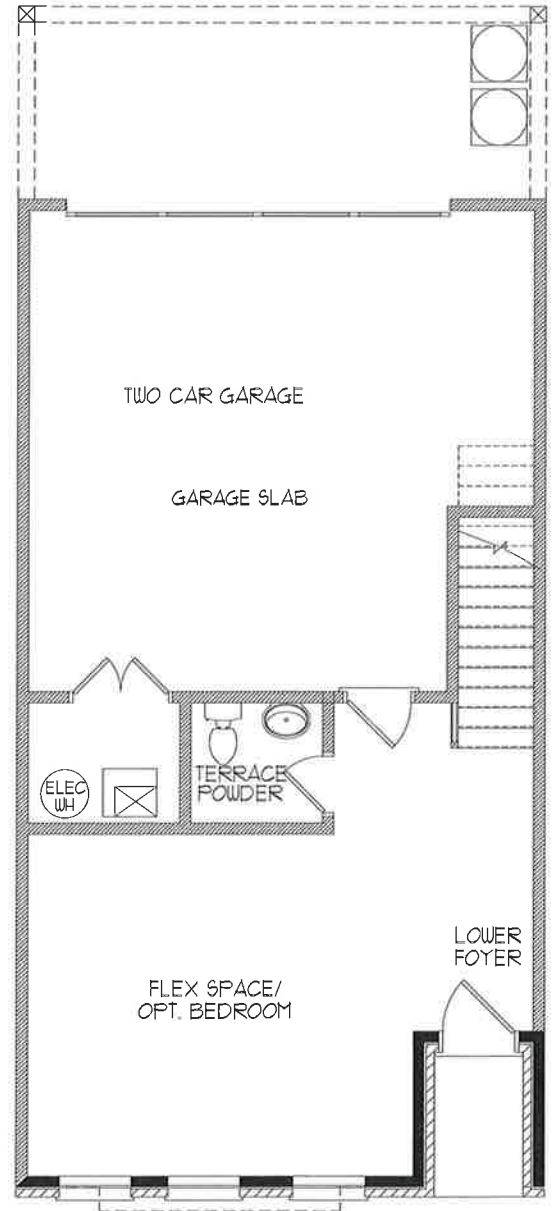
RECEIVED
JUN 04 2020
Planning & Development
CIC2020-00002
Received: 06.04.2020

22' X 41' BASEMENT ENTRY PLAN

23.

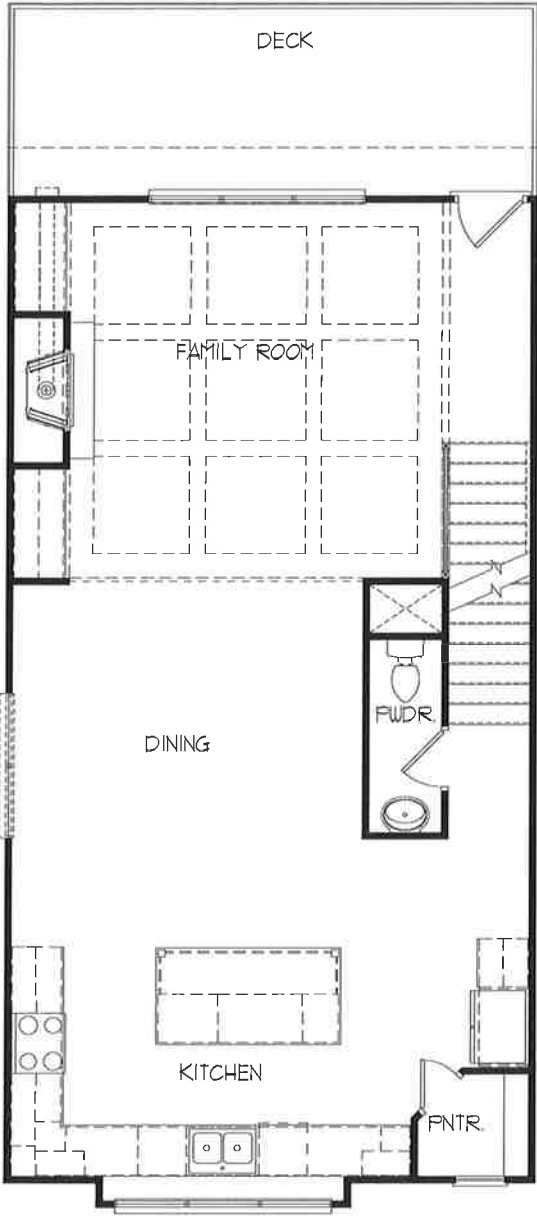


Lower Level w/ Full Bath
& Terrace Bedroom Opt.

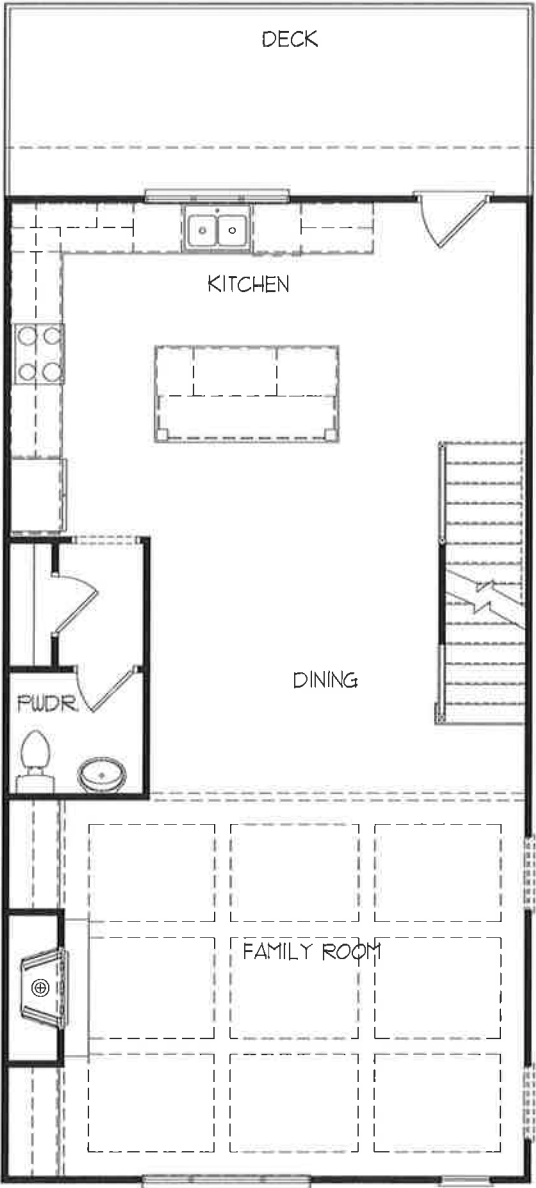


Lower Level w/ Powder
& Flex Space Opt.

22' X 41' BASEMENT ENTRY PLAN



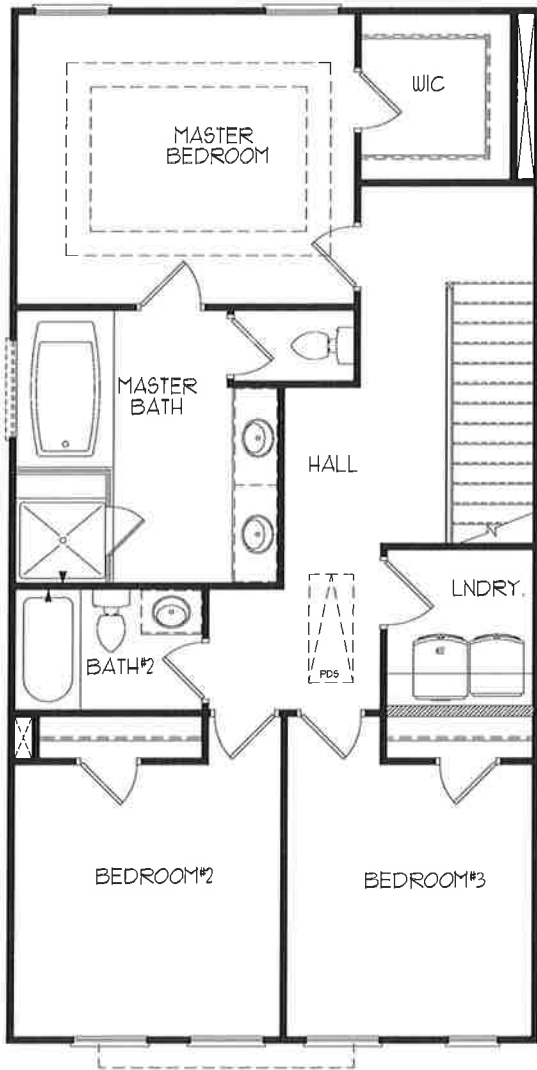
Main Level
Plan 1



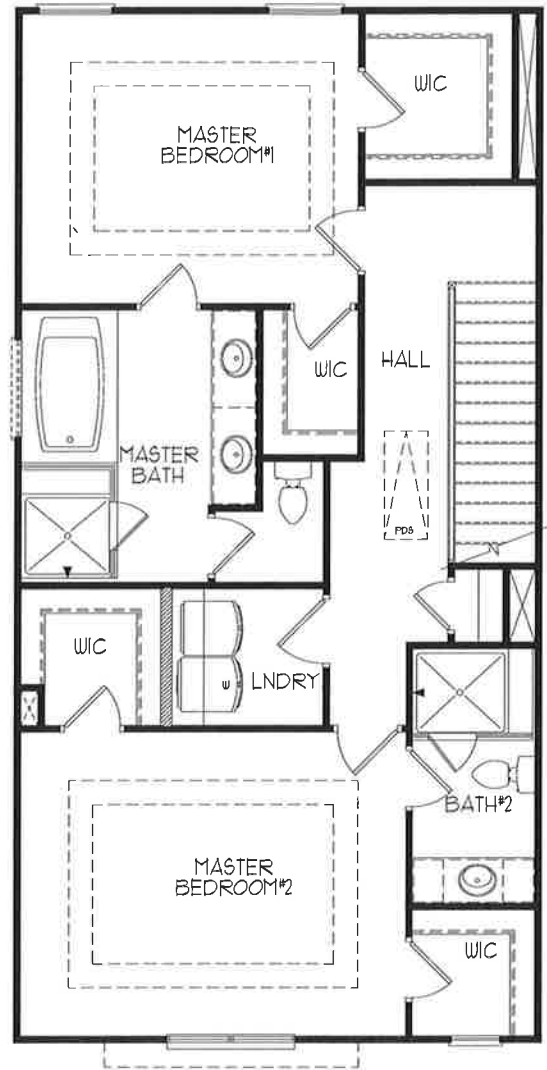
Main Level
Plan 2

22' X 41' BASEMENT ENTRY PLAN

23.



Upper Level w/ 3
Bedroom Opt.



Upper Level w/ 2
Master Bedroom Opt.

22' X 41' GRADE ENTRY PLAN

23.



Front Elevation A



Front Elevation B



Front Elevation C



Front Elevation D

WALKER
ANDERSON

CIC2020-00002
Received: 06.04.2020
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Planning & Development



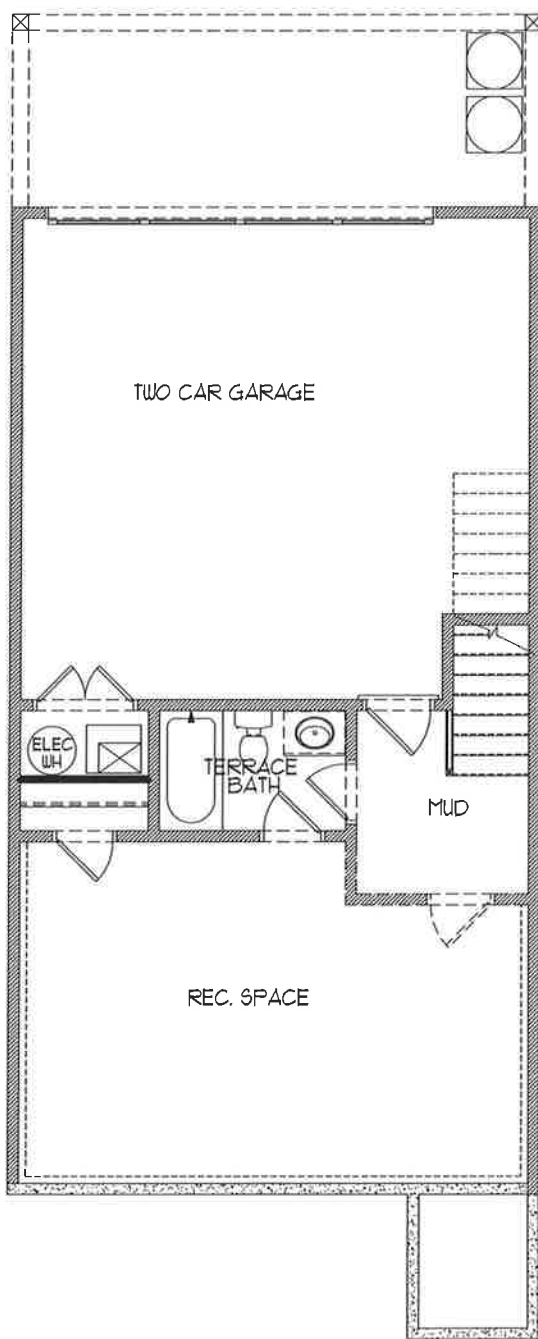
8 UNITS BUILDING

WALKER
ANDERSON

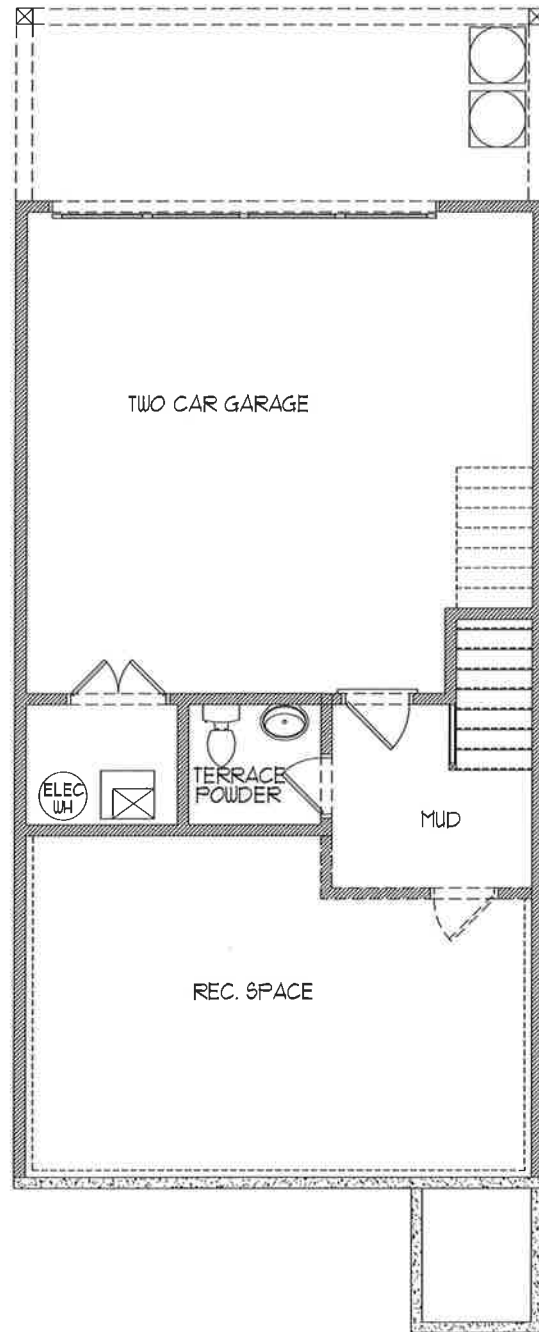
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CIC2020-00002
Received: 06.04.2020
Planning & Development

22' X 41' GRADE ENTRY PLAN

23.



Lower Level w/
Full Bath Opt.



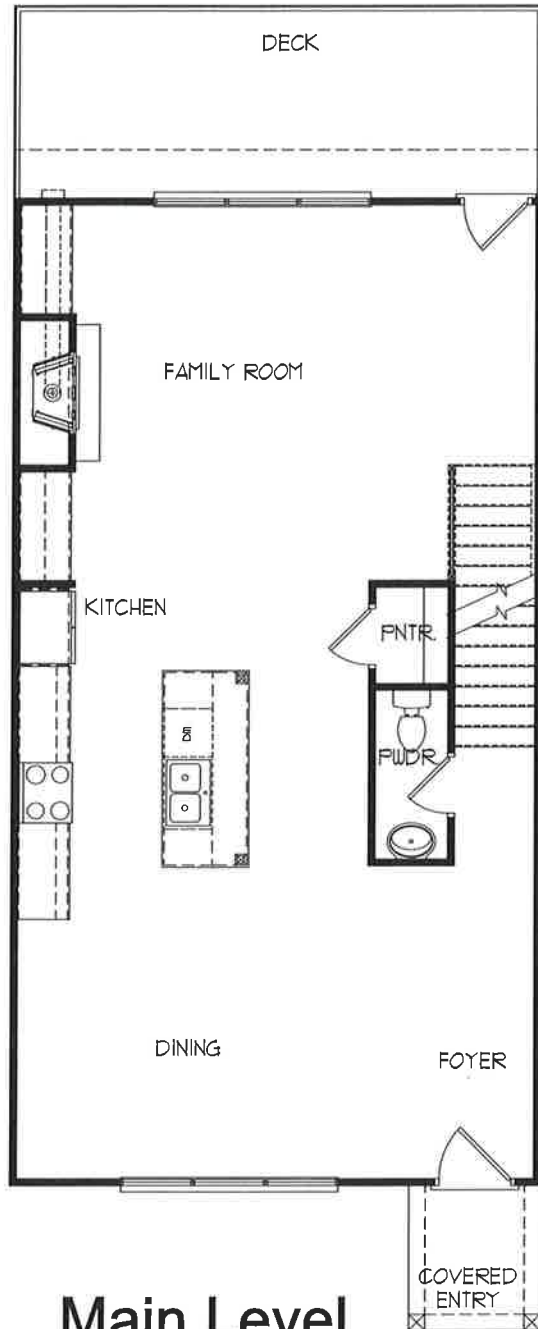
Lower Level

WALKER
ANDERSON

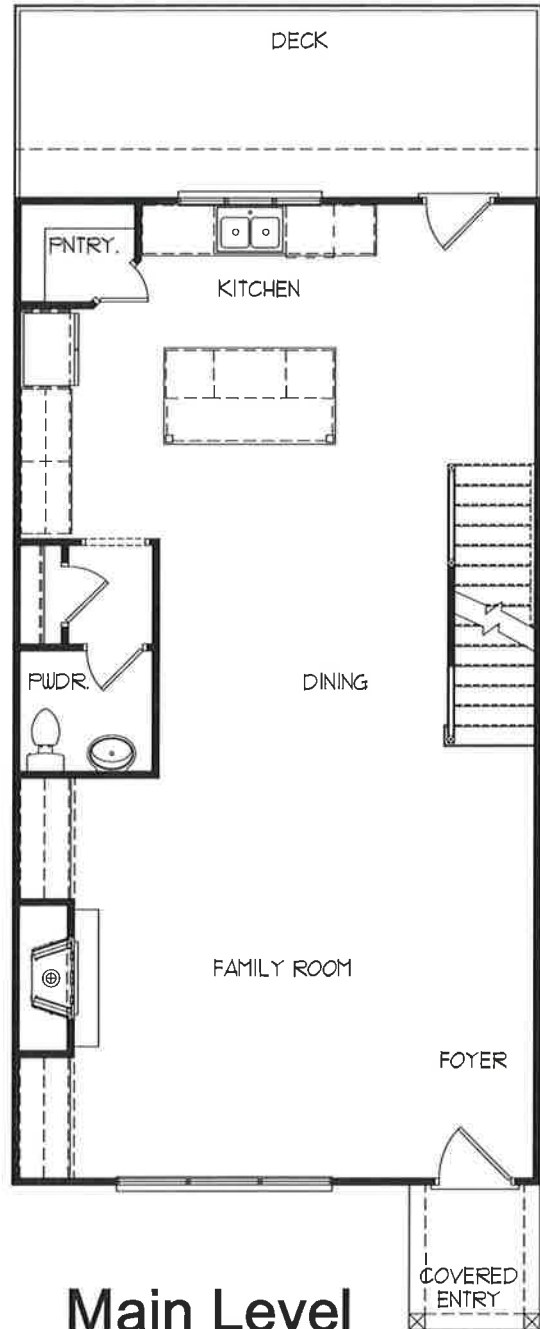
CIC2020-00002
Received: 06.04.2020
RECEIVED JUN 04 2020
Planning & Development

22' X 41' GRADE ENTRY PLAN

23.



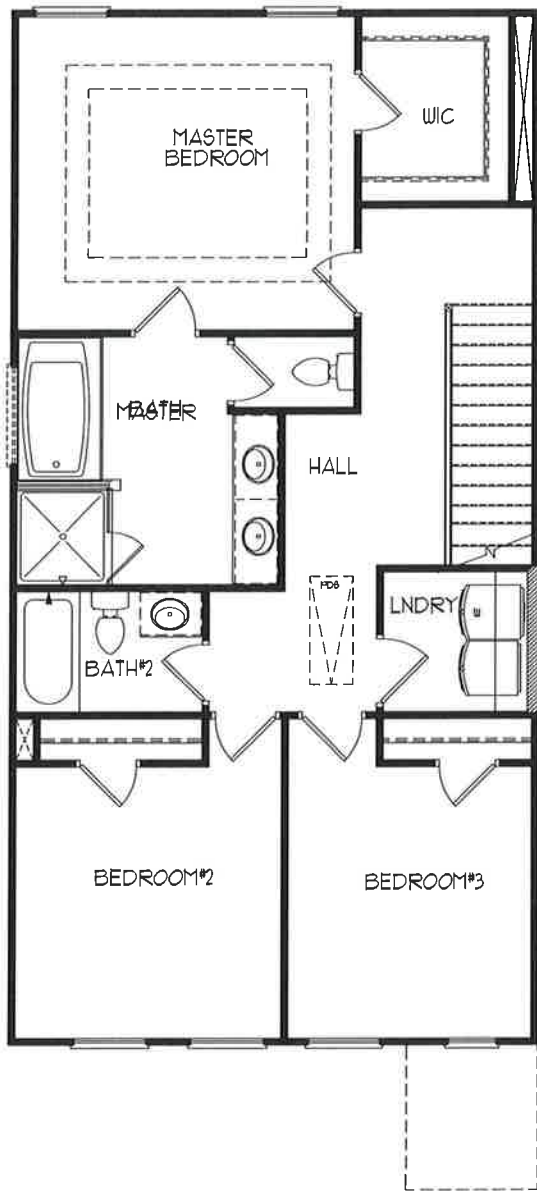
Main Level
Plan 1



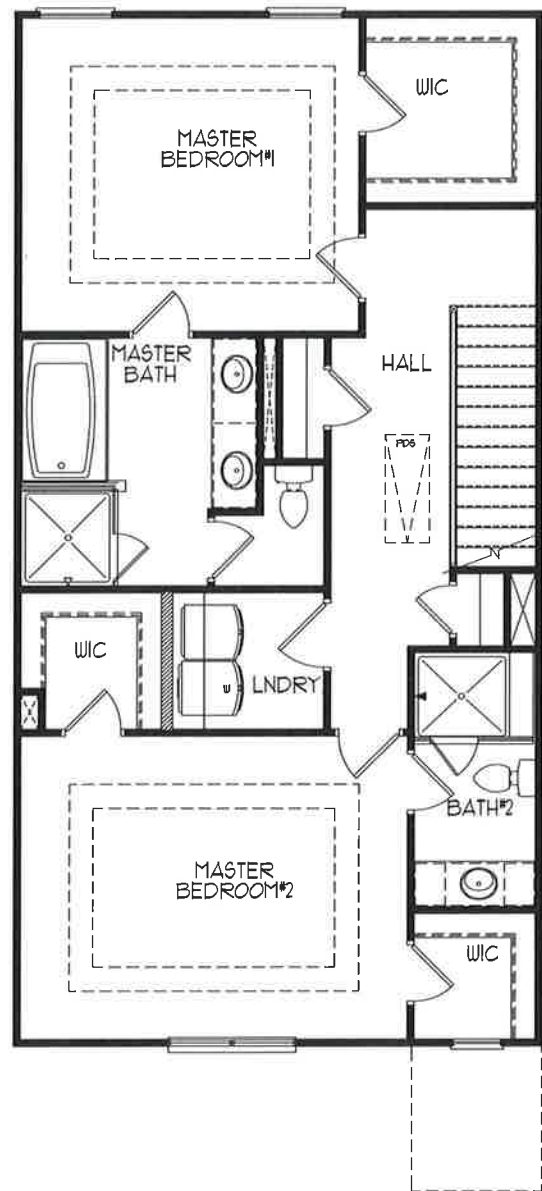
Main Level
Plan 2

22' X 41' GRADE ENTRY PLAN

23.



Upper Level w/3
Bedroom Opt.



Upper Level w/2
Master Bedroom Opt.



The City of Lawrenceville
Planning & Development

Aerial Map and
Surrounding Area
File # CIC2020-00002

Applicant:
Walker Anderson Homes, LLC

Legend

-  Subject Property
-  Roads
-  Parcels



0 37.5 75





The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # CIC2020-00002

Applicant:
Walker Anderson Homes, LLC

Legend

 Subject Property

 Roads

 Parcels

ZONING

 BG General Business

 OI Office Institutional

 RM-12 General Residence

 RS150 Single-Family Residence



0 37.5 75

Page 138



LAWRENCEVILLE

GEORGIA

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

Item:	RZM2020-00002; Ronny Kittle; 905 Moon Road and 550 Old Snellville Road
Department:	Planning and Development
Date of Meeting:	Monday, July 27, 2020
Applicant Request:	Rezoning from RM-12 to RM-8
Presented By:	Todd Hargrave
Department Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Staff recommended conditions

Summary: The applicant requests rezoning of a 1.64-acre parcel from RM-12 (General Residence District) to RM-8 (Townhome Residential District) zoning to construct a 12-unit townhouse development. The subject property is located along the northern right-of-way of Moon Road at its intersection with Old Snellville Highway.

Attachments/Exhibits:

- RZM2020-00002 Reports
- RZM2020-00002 Attachments

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

CASE NUMBER	RZM2020-00002
APPLICANT	RONNY KITTLE
CONTACT	RONNY KITTLE
PHONE NUMBER	706.540.9696
ZONING CHANGE	RM-12 TO RM-8
LOCATION	CORNER OF MOON ROAD AND OLD SNELLVILLE HIGHWAY
PARCEL ID	R5116 111
ACREAGE	1.64
PROPOSED DEVELOPMENT	12-UNIT TOWNHOUSE DEVELOPMENT
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

The property has been zoned for multifamily uses since 1986.

PROJECT DATA:

The applicant requests rezoning of a 1.64-acre parcel from RM-12 (General Residence District) to RM-8 (Townhome Residential District) zoning to construct a 12-unit townhouse development. The subject property is located along the northern right-of-way of Moon Road at its intersection with Old Snellville Highway. The property is undeveloped and heavily wooded.

The applicant would like to build 12 townhouses. The applicant states that the townhouses would be attached with a maximum of eight units in one building that would be oriented to front Old Snellville Highway; and four units in the second building that would be oriented to front Moon Road. A single roadway onto the property off Moon Road would access the proposed development. All units would have rear entry driveways and 2-car garages. The concept plan shows 12 parking spaces are proposed. Per the concept plan, there would be one stormwater management facility on the northwest end of the property and three community open spaces. The applicant is proposing several considerations by the City Council that would require variances that may be approved at the time of the rezoning approval should the City Council decide to approve the request. The considerations are as follows:

- Allow the development in less than the required 5-acres for RM-8 Townhouse Residential
- Encroachment into the front setback by 25 feet.
- Encroachment into the rear setback by 20 feet.
- Relief from the street tree requirements.
- Relief from the requirement to install a fence with brick columns along the road frontages.

Per the letter of intent, the development would have units facing the roadways and that the fence would hinder the desire for roadway facing townhouses that have a more welcoming façade.

The property lies within the Traditional Residential Character Area of the 2040 Comprehensive Plan and Future Development Map. The Traditional Residential Character Area is intended for suburban-style neighborhoods to preserve the traditional neighborhoods and buffer them from more intense land uses, however, the subject property is in close proximity to the Neighborhood Mixed-Use Character Area which is intended for medium density housing such as townhouses or small scale apartment buildings. Rezoning the property to RM-8 would reduce the density creating a less intense use at this location. Therefore, the proposed development and zoning may result in a development consistent with the existing land uses and zoning in the immediate area.

The surrounding area is characterized by residential uses with single-family and multifamily developments extending beyond Old Snellville Highway and Moon Road. Immediately to the north of the subject property is a multifamily development zoned RM-12 (General Residence District). Adjacent to the east, is the Charleston Square subdivision zoned RM-12. To the south. Across Old Snellville Highway to the west is the Meadow Grove subdivision zoned RS-60 (Single-Family Residence District). Reducing the zoning district to a lower intensity such as RM-8 will serve as transition from intense multifamily developments to the lower density single-family developments.

Given the aforementioned factors, the Planning and Development Department recommendation is for **Approval with conditions** of the requested rezoning and Special Use Permit.

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

Moon Road is County maintained. The location and dimensions of the entrance street off Moon Road must be approved by Gwinnett Department of Transportation.

City Engineering recommends moving the entrance street to the east in order to create an intersection that is closer to ninety degrees. This would create separation between the intersection of Moon Road and Old Snellville Hwy as well.

Require Curb and Gutter along Moon Road and Old Snellville Highway. Cross section should be: Minimum 12' travel lane with 2' Bermuda sod grass strip and 5' concrete sidewalk.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

The gas department has a 2 inch gas main running on the right of way of this property and can serve gas to the proposed with no problems.

WATER DEPARTMENT

No comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZR2019-00002:

Approval as RM-8 (Townhome Residential District) for a townhouse development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Single-family attached dwellings.
 - B. The maximum number of units shall be 12.
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance.
 - D. All dwellings shall have a double-car garage.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. Natural vegetation shall remain on the property until the issuance of a development permit.
 - C. All grassed areas on dwelling lots shall be sodded.
 - D. Underground utilities shall be provided throughout the development.
 - E. Encroachment into the front setback by 25 feet is permitted.
 - F. Encroachment into the rear setback by 20 feet is permitted.
 - G. The electric utilities internal to the development must be placed underground.
 - H. The applicant shall enhance the front 10-foot landscape strip in lieu of planting street trees.

3. To abide by the following requirements, dedications and improvements:
 - I. Install Curb and Gutter along Moon Road and Old Snellville Highway. Cross section shall be: Minimum 12' travel lane with 2' Bermuda sod grass strip and 5' concrete sidewalk.

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

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

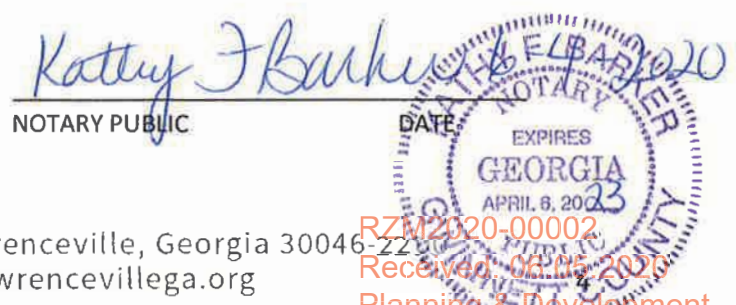
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Ronny Kittle</u>	NAME: <u>Bedrock Investments LLC</u>
ADDRESS: <u>418 Oakwood Drive</u>	ADDRESS: <u>778 Natchez Valley Trace</u>
CITY: <u>Bogart</u>	CITY: <u>Grayson</u>
STATE: <u>Ga.</u> ZIP: <u>30622</u>	STATE: <u>Ga</u> ZIP: <u>30017</u>
CONTACT PERSON: <u>Ronny Kittle</u> PHONE: <u>706-540-9696</u>	
<u>NORMAN NASH - 770-231-4313 / ERIC SIMPSON 770-338-8138</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): _____ REQUESTED ZONING DISTRICT: _____	
PARCEL NUMBER(S): <u>Land Lot 109 5th District, Parcel 111</u> ACREAGE: <u>1.643 Acres</u>	
ADDRESS OF PROPERTY: _____	

Ronny Kittle 6-4-20
SIGNATURE OF APPLICANT DATE

Norman J. Nash 6/4/20
SIGNATURE OF OWNER DATE

Ronny Kittle
TYPED OR PRINTED NAME

Norman J. Nash
TYPED OR PRINTED NAME



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

RZM2020-00002
Received: 06/15/2020
Planning & Development

LETTER OF INTENT

This Letter of Intent is written on behalf of the Owner/Developer and Applicant, in conjunction with the rezoning application for property located at the corner Moon Road and Old Snellville Highway in Lawrenceville, Georgia. The Applicant is requesting a rezoning from the current yet no longer available RM-12 classification to the newly adopted RM-8 residential townhouse district for the purpose of developing a 12 unit fee simple townhouse development on the 1.643-acre parcel. The subject property is better described as tax parcel 5116 111 and is directly across Moon Road from Margaret Winn Holt Elementary School.

The Applicant intends on building 2 townhouse buildings; one is a 4-unit building that will be oriented so as to front along Moon Road, and the other is an 8-unit building that will be oriented to front on Old Snellville Highway. The townhouses will be accessed by a single roadway onto the property and will have rear entry driveways and 2 car garages.

The City of Lawrenceville's newly adopted RM-8 zoning classification is intended for property that is 5 acres or greater with a density of no more than 8 units per acre. Since the subject property is an undeveloped corner lot that is only 1.643 acres, is currently zoned for apartment use, and abuts an older developed duplex neighborhood, Charleston Square, the Applicant is asking to vary from this 5-acre minimum requirement. With the current layout, the Applicant is able to meet the density requirement, as 12 units on 1.643 acres equates to 7.3 units per acre. Since the proposed townhouses will be rear entry and will front on the existing roadways, the Applicant is asking to have the external front setback reduced from the RM-8 required 50 feet to 25 feet, remove the requirement for trees along Moon Road and Old Snellville Highway, and remove the requirement for a fence with brick columns along the road frontages. These requirements are typically intended for screening the rear of residential units from external views; however, since this development will have the units facing the roadways, these requirements will hinder the desire for roadway facing townhouses that have more of a welcoming "public" façade. The Applicant is also asking to reduce the RM-8 required external rear setback of 40 feet to 20 feet.

RZM2020-00002
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LAND DESCRIPTION

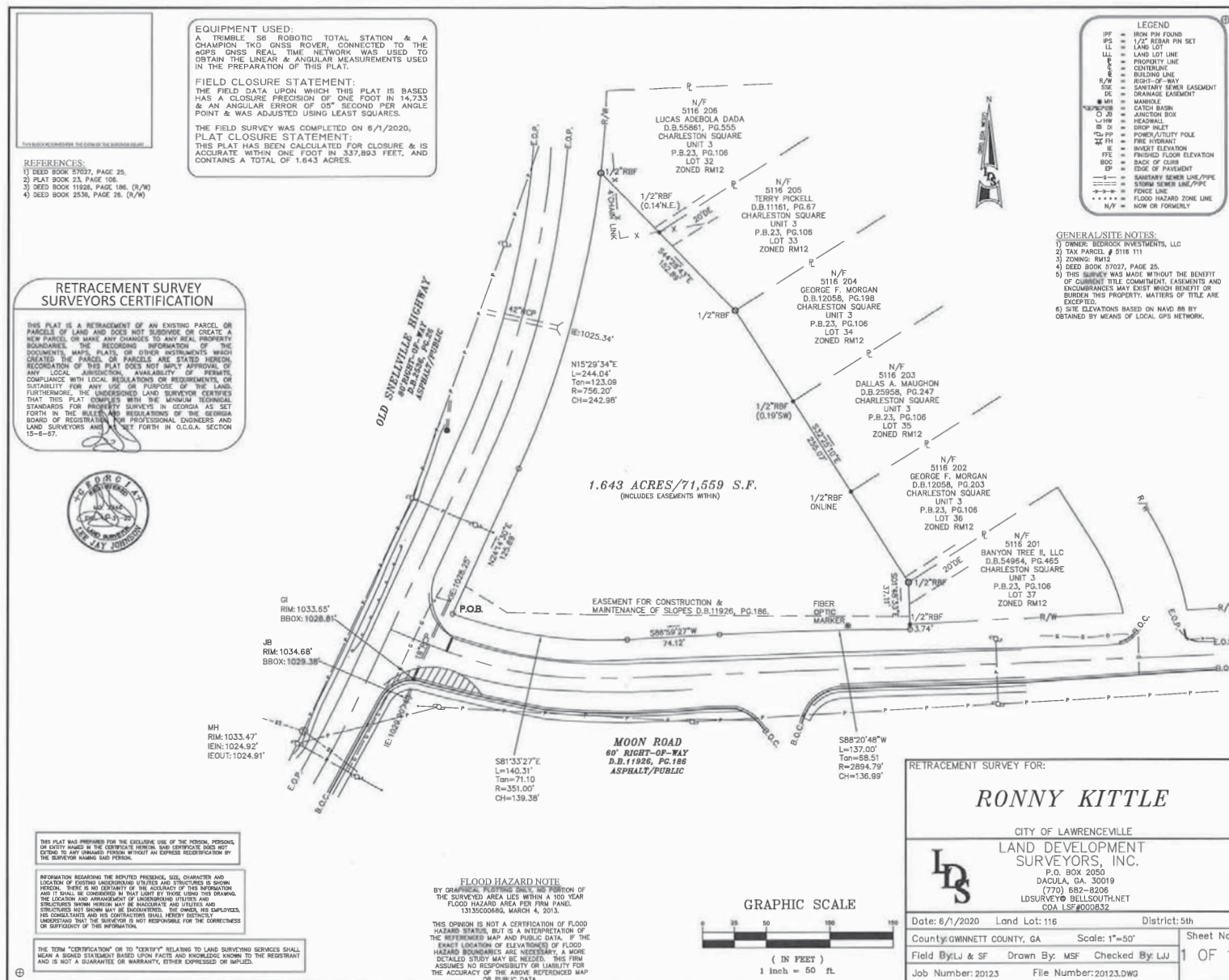
All that tract or parcel of land lying and being in Land Lot 116 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the True Point of Beginning, beginning at the intersection of the Easterly Right-of-way of Old Snellville Highway (80' Right-of-Way) and the Northerly Right-of-Way of Moon Road (60' Right-of-Way), said Point being The True Point of Beginning.

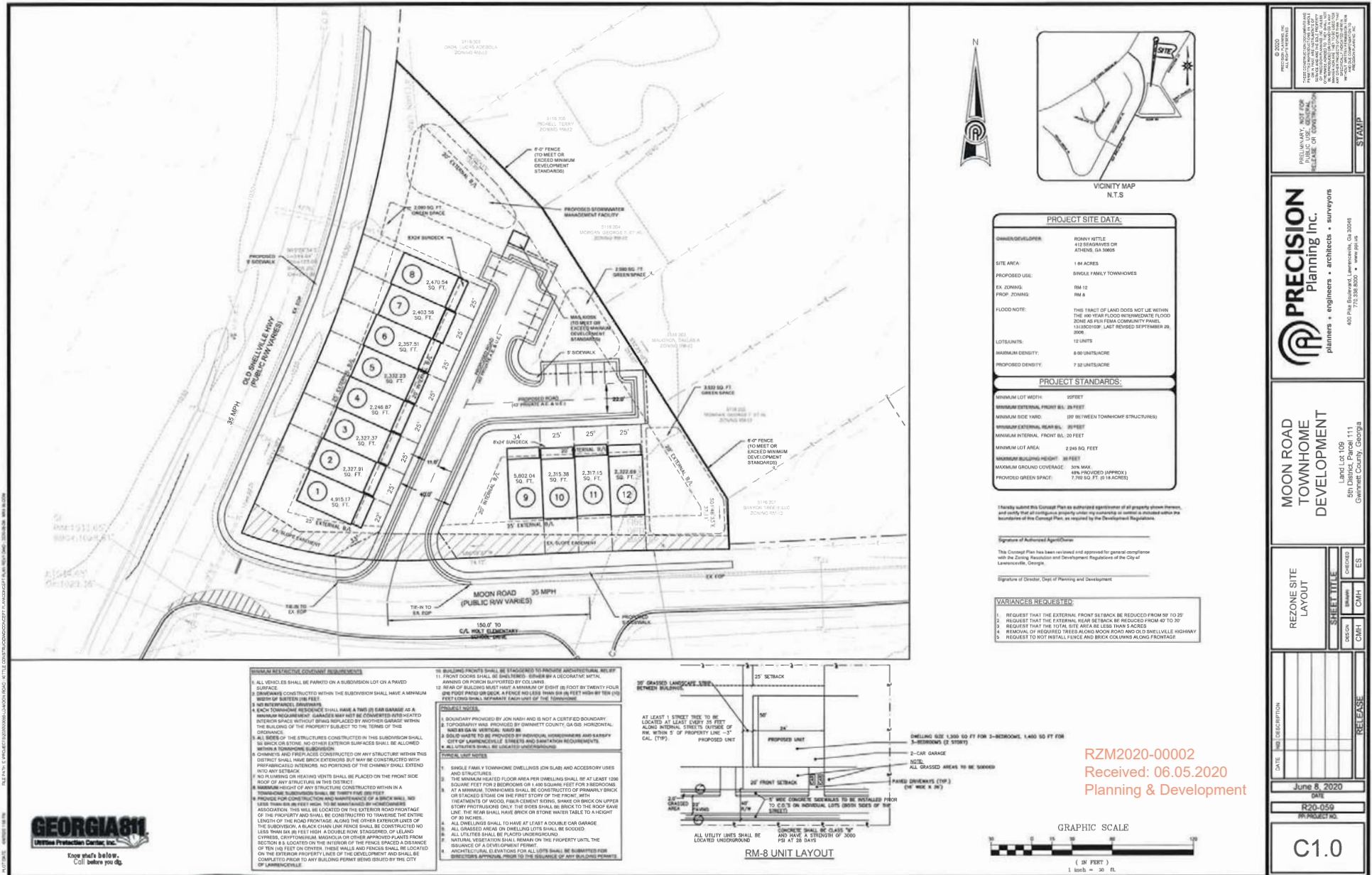
THENCE from said Point as thus established and traveling along the Easterly Right-of-way of Old Snellville Highway (80' Right-of-Way) for the next two(2) calls and distances, North 24 degrees 14 minutes 30 seconds East for a distance of 125.89 feet to a Point; THENCE along a curve to the left and having a radius of 756.20 feet and an arc length of 244.04 feet, being subtended by a chord of North 15 degrees 29 minutes 34 seconds East for a distance of 242.98 feet to a ½" Rebar Found; THENCE leaving said Right-of-Way, South 44 degrees 28 minutes 43 seconds East for a distance of 152.89 feet to a ½" Rebar Found; THENCE South 32 degrees 25 minutes 10 seconds East for a distance of 255.07 feet to a ½" Rebar Found; THENCE South 01 degrees 48 minutes 33 seconds East for a distance of 37.11 feet to a Point along the Northerly Right-of-Way of Moon Road (60' Right-of-Way); THENCE traveling along said Right-of-Way for the next three(3) calls and distances, along a curve to the left and having a radius of 2894.79 feet and an arc length of 137.00 feet, being subtended by a chord of South 88 degrees 20 minutes 48 seconds West for a distance of 136.99 feet to a Point; THENCE South 86 degrees 59 minutes 27 seconds West for a distance of 74.12 feet to a Point; THENCE along a curve to the right and having a radius of 351.00 feet and an arc length of 140.31 feet, being subtended by a chord of North 81 degrees 33 minutes 27 seconds West for a distance of 139.38 feet to a Point, said Point being The True Point of Beginning.

Said property contains 71,559 s.f./ 1.643 acres
Includes easements within

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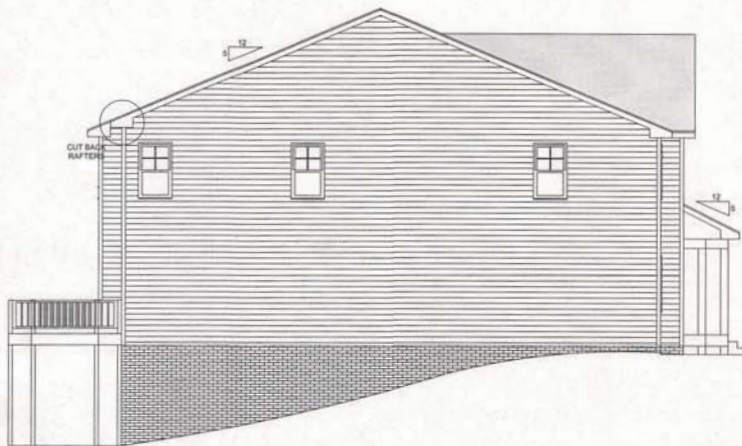


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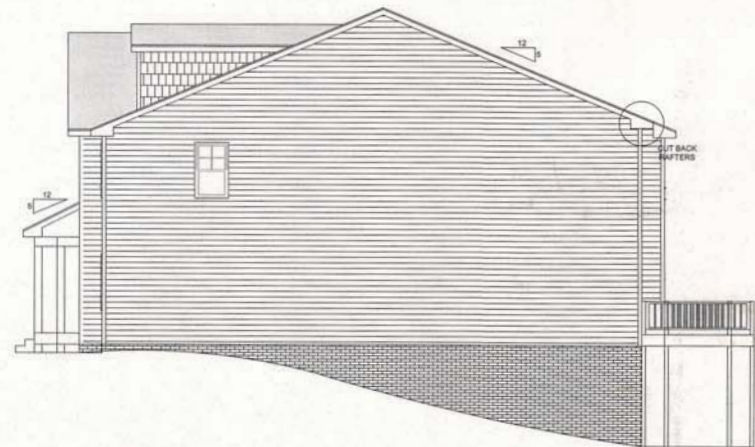




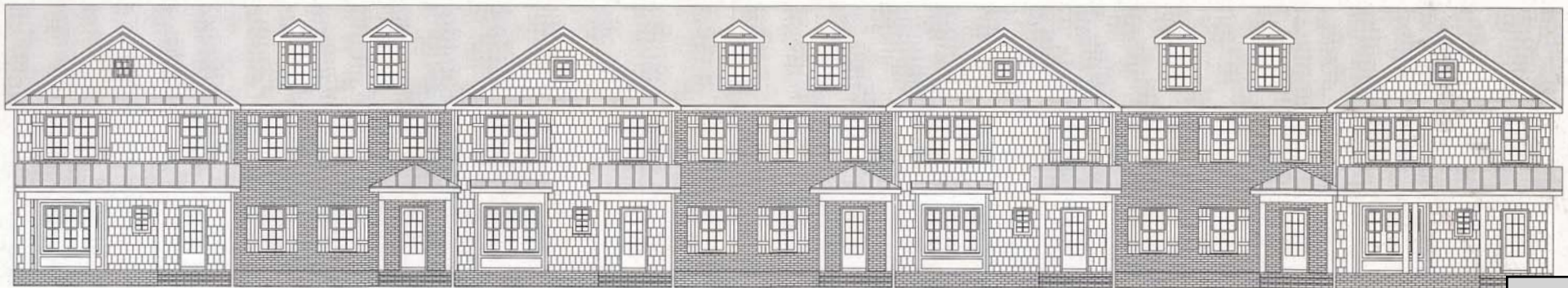
REAR ELEVATION
1/8"-----1'-0"



LEFT ELEVATION
1/8"-----1'-0"



RIGHT ELEVATION
1/8"-----1'-0"



FRONT ELEVATION
1/8"-----1'-0"

UNIT 6

UNIT 7

UNIT 8

UNIT 9

UNIT 10

UNIT 11

UNIT 12

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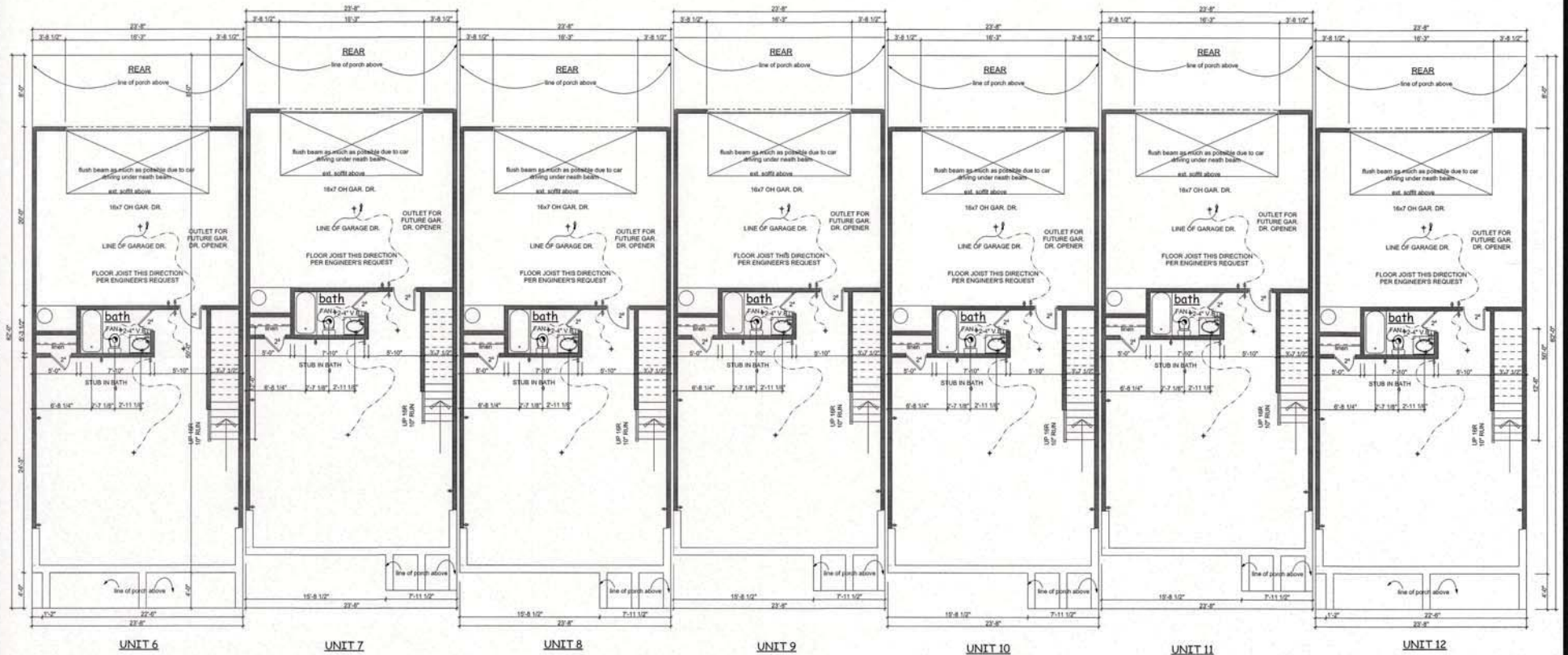
WE PLAN
HOMES, LLC.

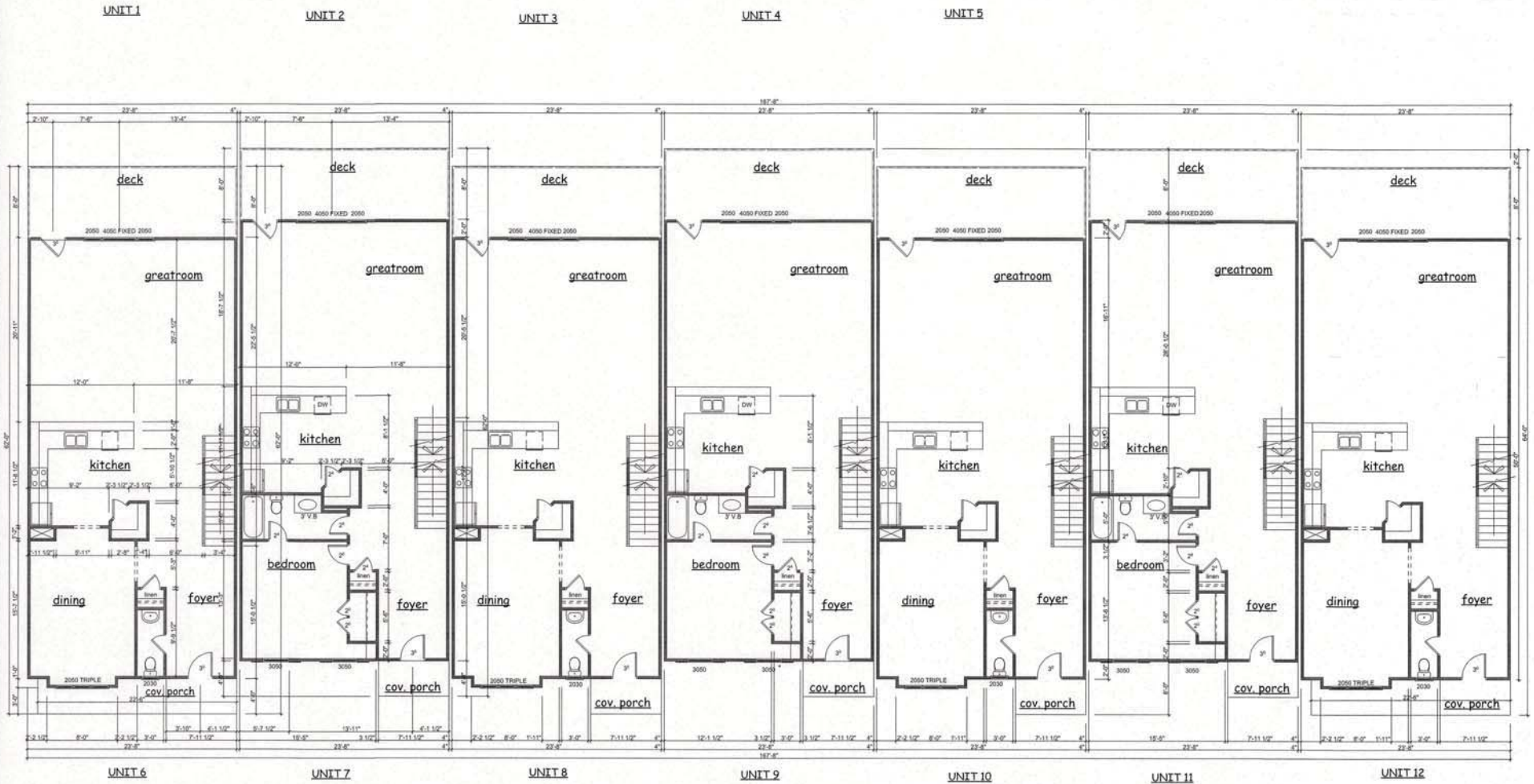
255 ARCADE ROAD
7.1 UNIT ELEVATIONS

DWG. BY:
PWL/SAM

DATE:
4-20-16

HEET:



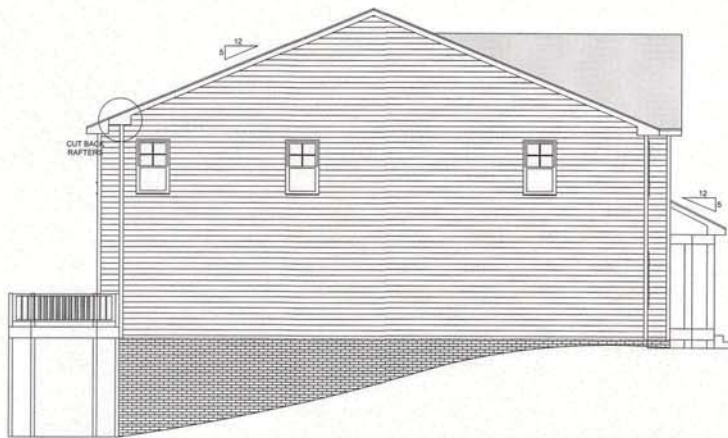




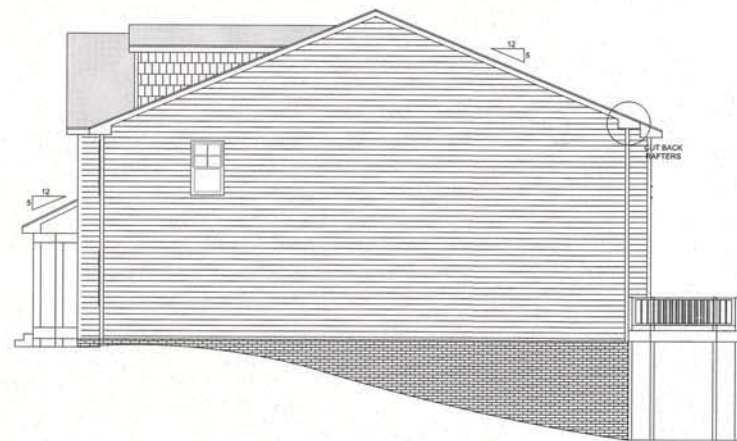
24.	REV.	DATE	ALL PLANS HAVE BEEN COPYRIGHTED © BY WE PLAN HOMES, LLC.	WE PLAN HOMES, LLC. TEL: 770-616-0741 WWW.WEPLANHOMES.COM	255 ARCADE ROAD	7-UNIT SECOND FLOOR	DWG. BY: PWL/SAM	DATE: 4-20-16	SHEET:



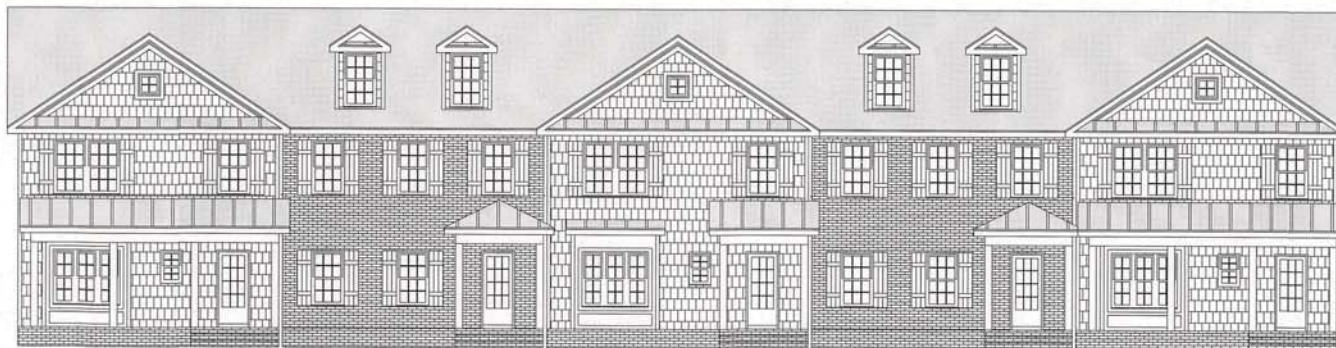
REAR ELEVATION
1/8"-----1'-0"



LEFT ELEVATION
1/8"-----1'-0"



RIGHT ELEVATION
1/8"-----1'-0"



UNIT 1

UNIT 2

UNIT 3

UNIT 4

UNIT 5

24.

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5-UNIT ELEVATIONS

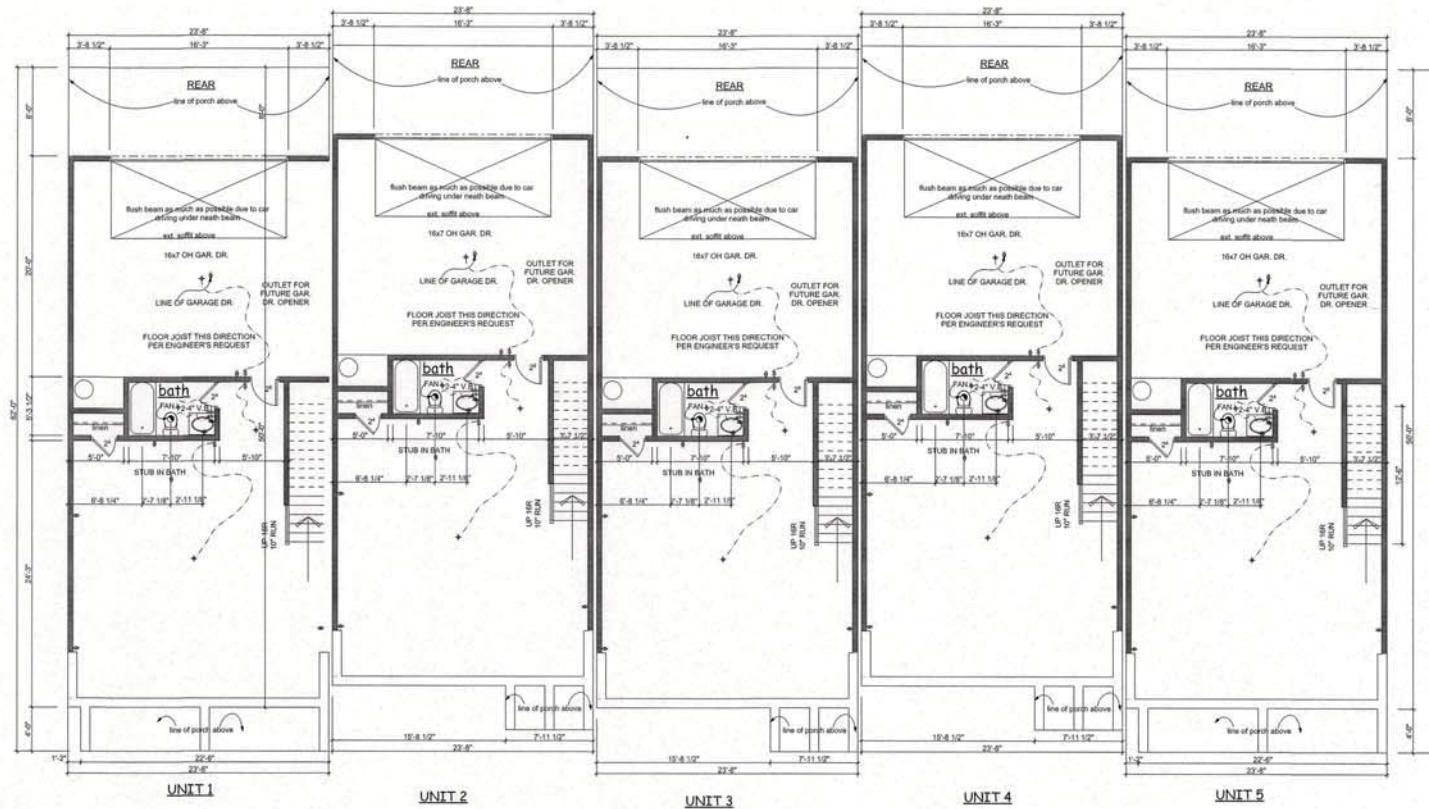
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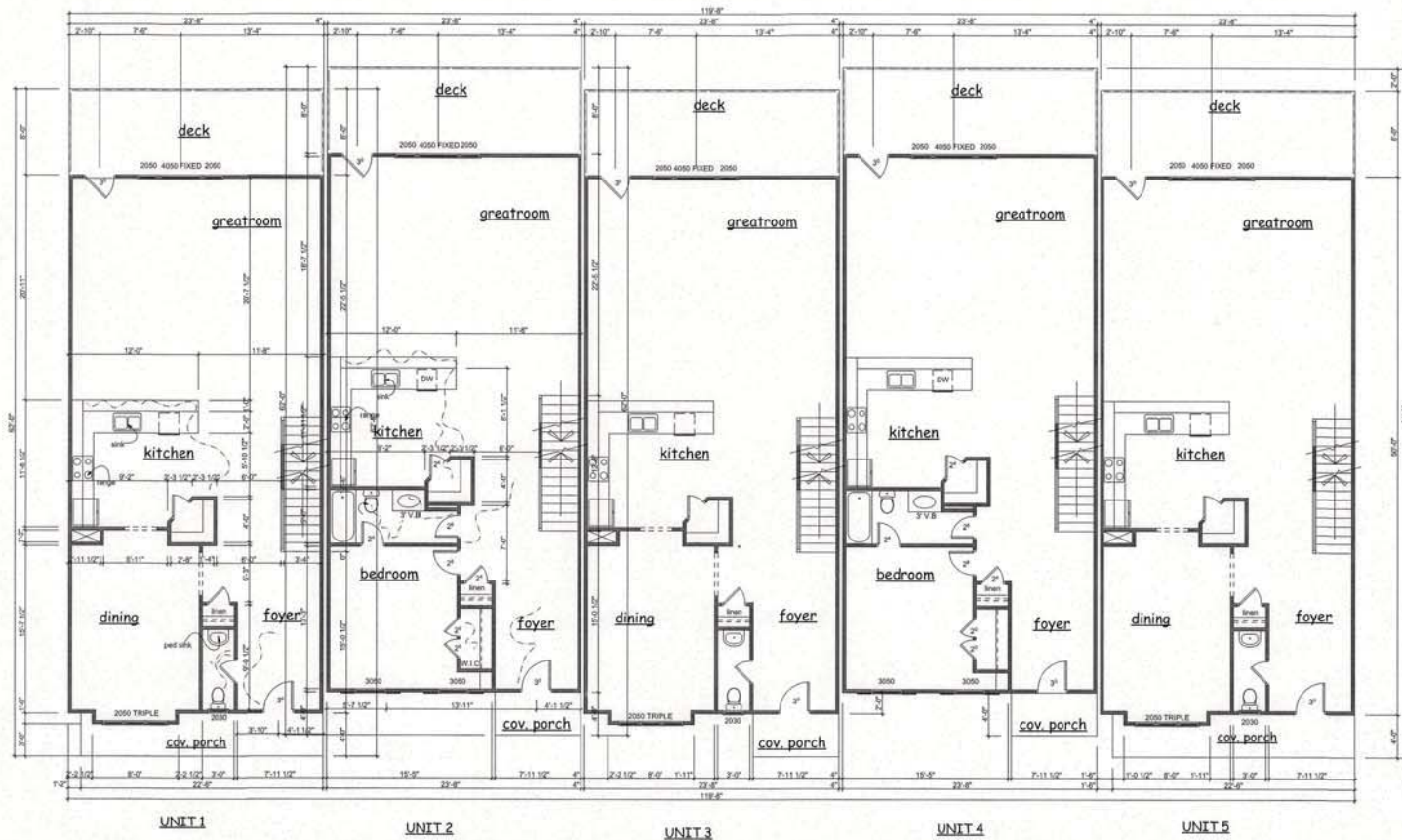
255 ARCADE ROAD
5-UNIT B'MENT PLAN

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255 ARCADE ROAD
5-UNIT FIRST FLOOR

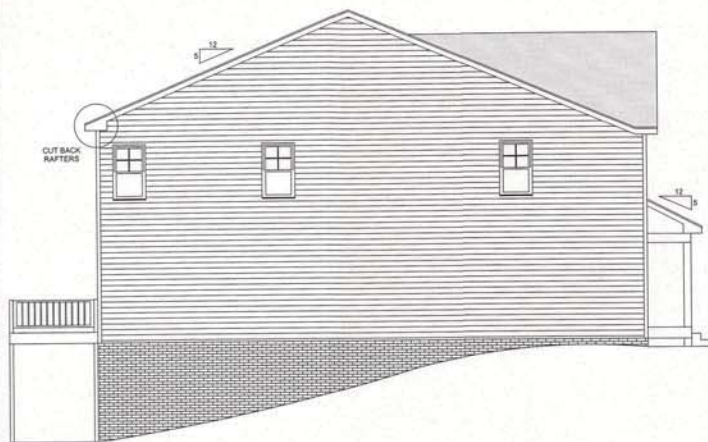
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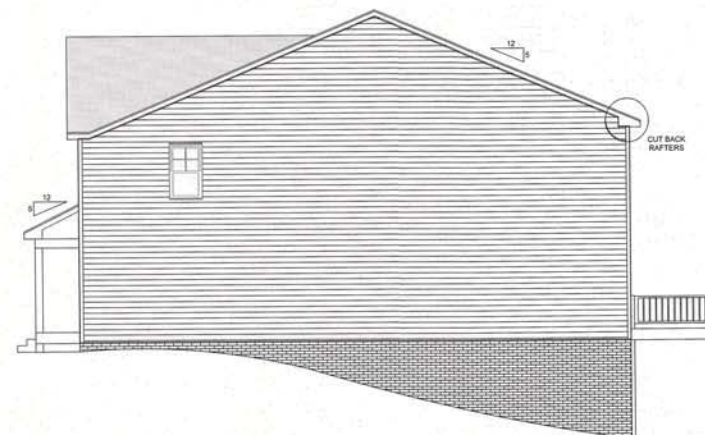




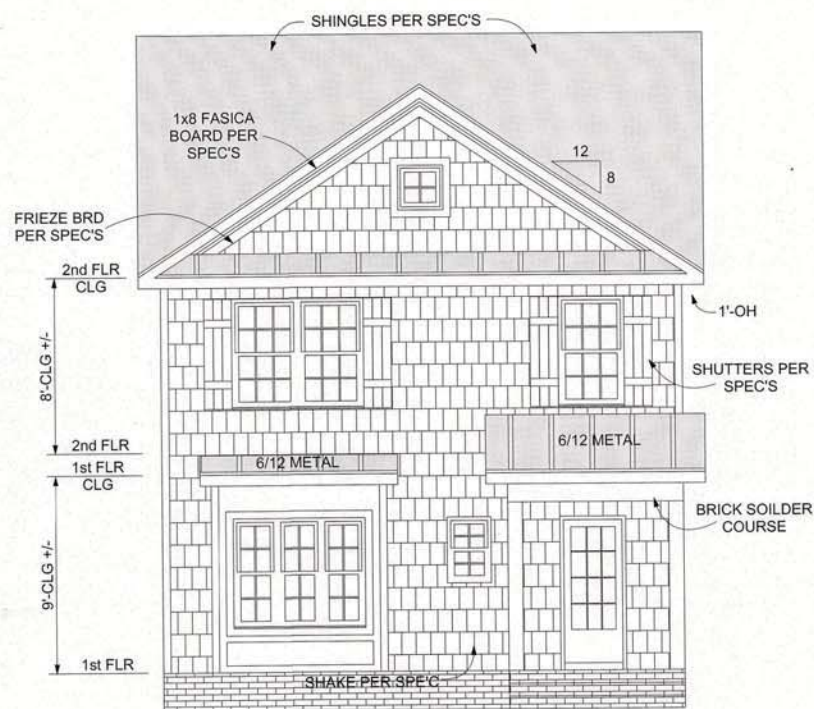
LEFT ELEVATION
1/8"-----1'-0"



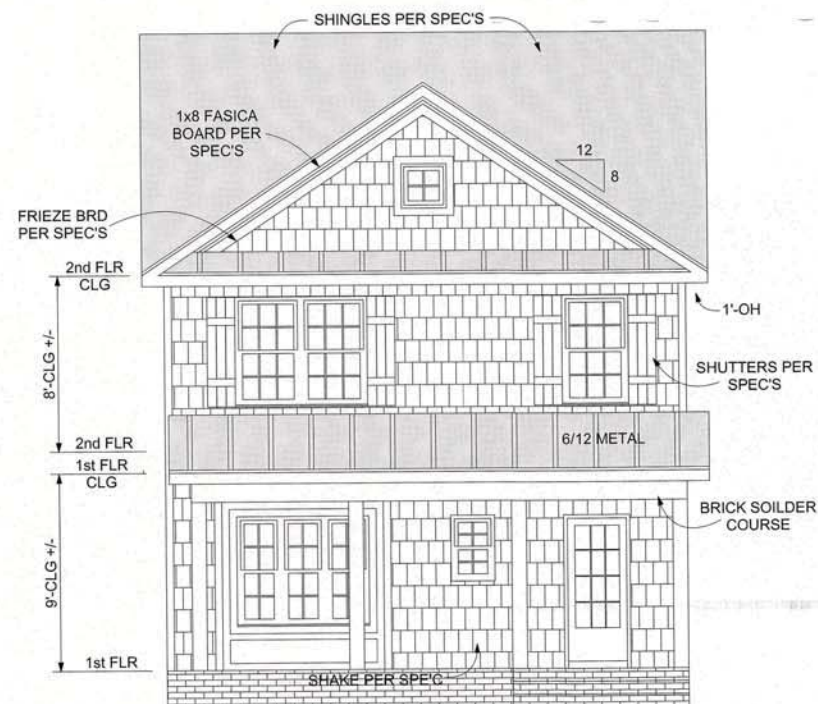
REAR ELEVATION
1/8"-----1'-0"



RIGHT ELEVATION
1/8"-----1'-0"



INNER UNIT ELEVATION



END UNIT ELEVATION

FRONT ELEVATION
1/4"-----1'-0"

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255 ARCADE ROAD
ELEVATIONS 'A'

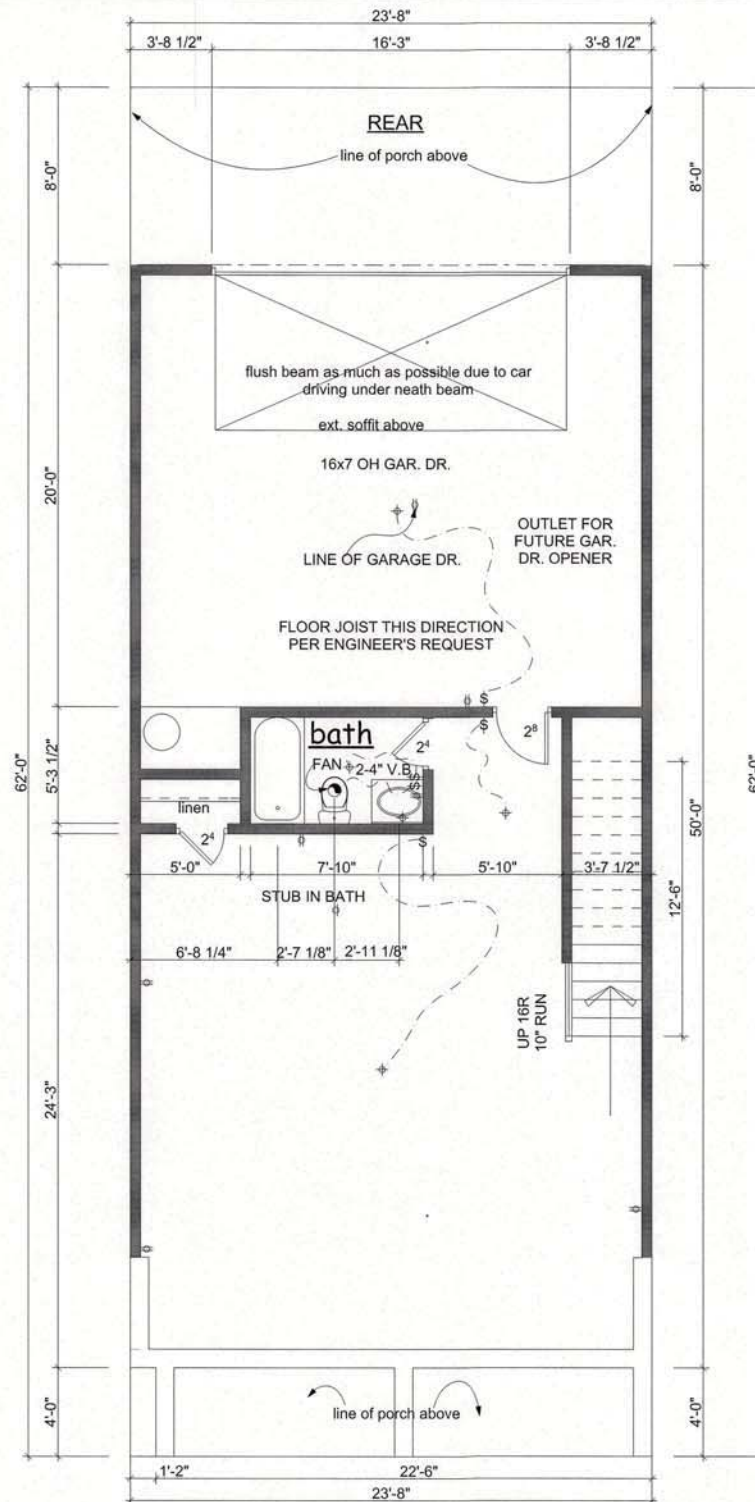
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END UNIT BASEMENT

255 ARCADE ROAD
BASEMENT PLAN

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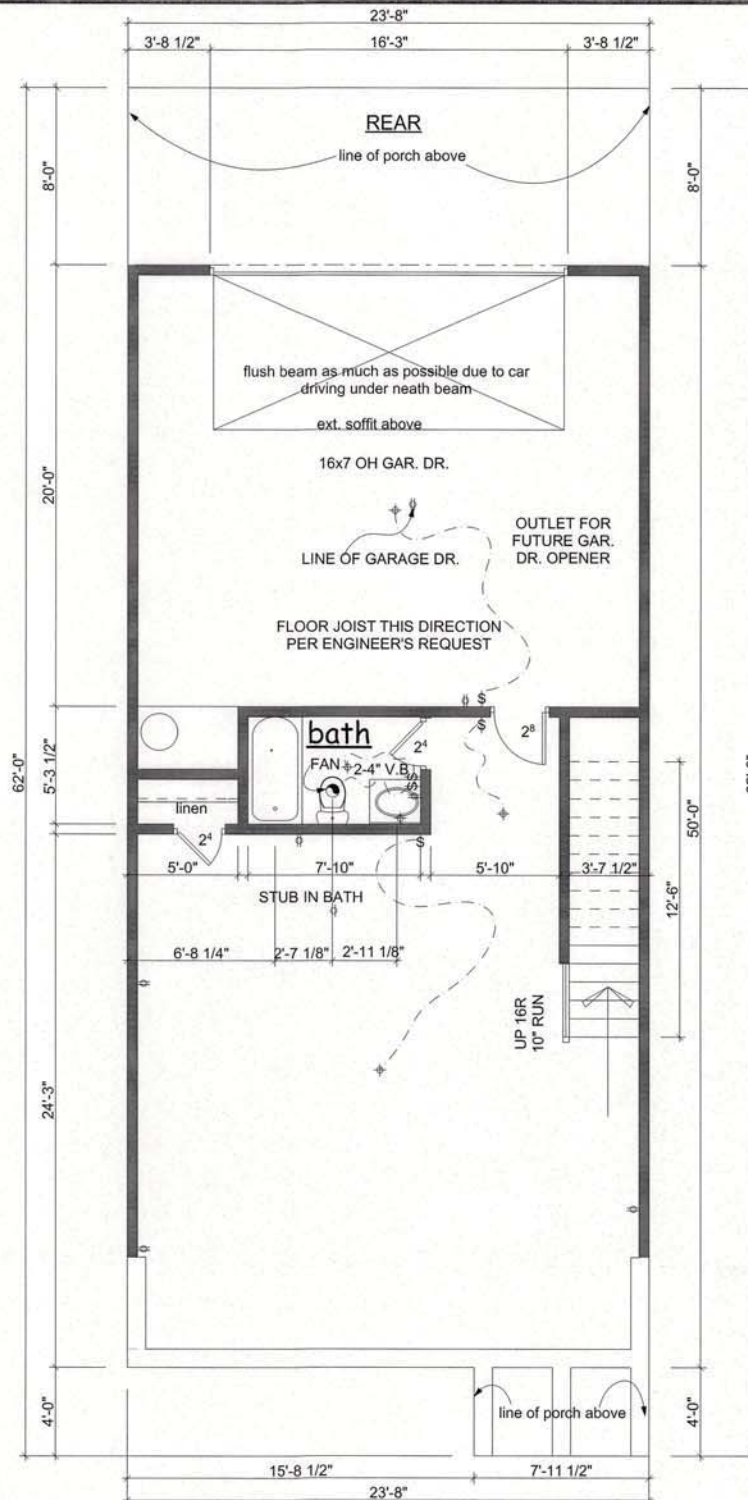
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INNER UNIT BASEMENT

255 ARCADE ROAD
BASEMENT PLAN

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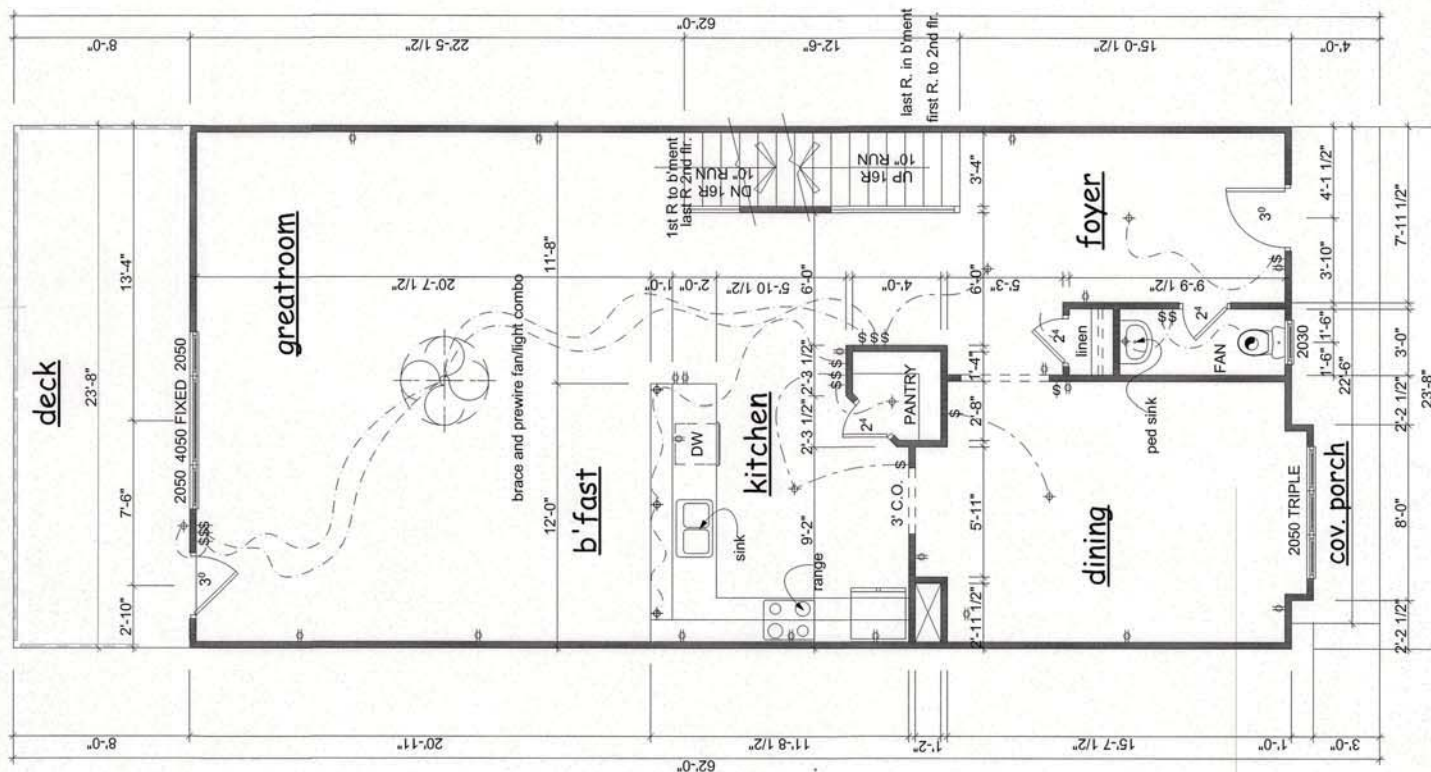
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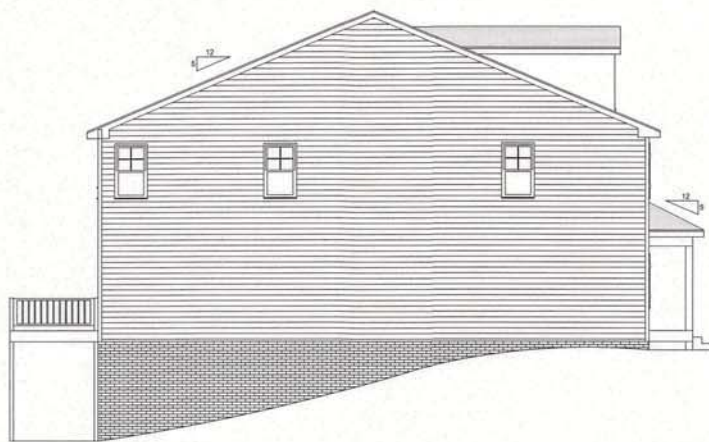
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IN COMPLIANCE WITH R703.3.1 Panel siding, joints in wood, hardboard or wood structural panel siding shall be made as follows unless otherwise approved. Vertical joints in panel siding shall occur over framing members, unless wood or wood structural panel sheathing is used, and shall be shiplapped or covered with a batten. Horizontal joints in panel siding shall be lapped a minimum of 1 inch (25 mm) or shall be shiplapped or shall be flashed with Z-flashing and occur over solid blocking, wood or wood structural panel sheathing.

DINING PLAN

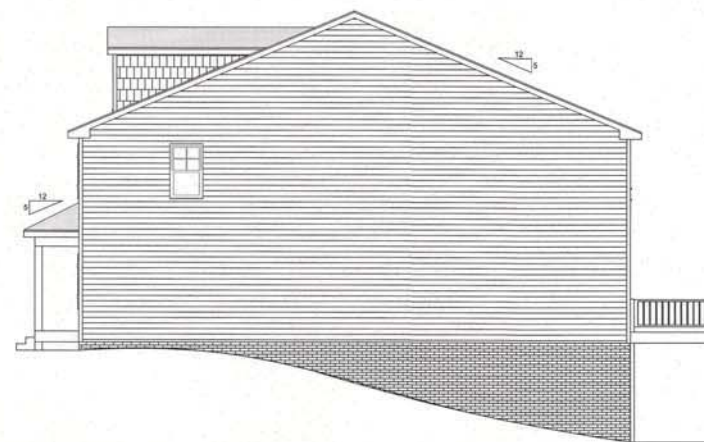
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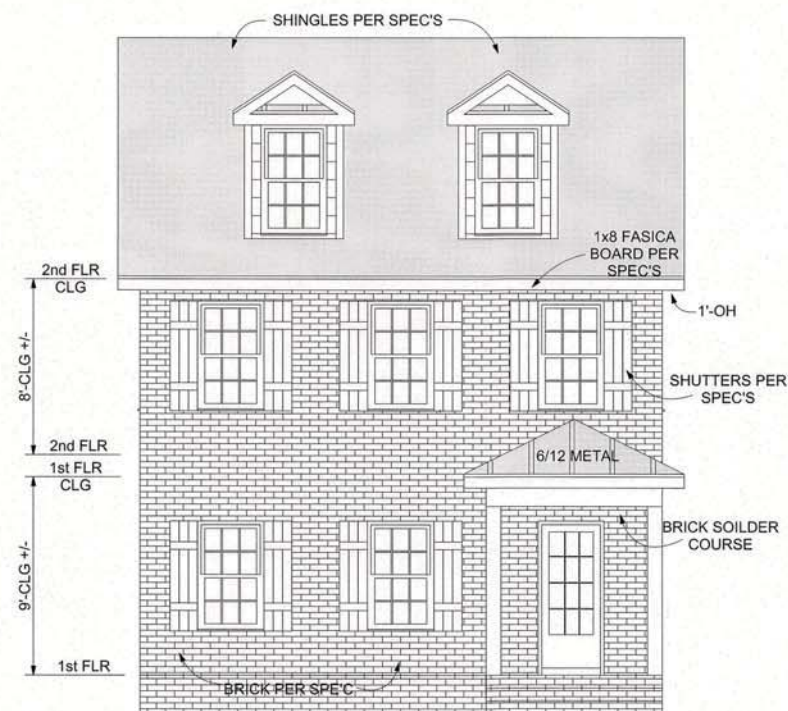
LEFT ELEVATION
1/8"-----1'-0"



REAR ELEVATION
1/8"-----1'-0"



RIGHT ELEVATION
1/8"-----1'-0"



FRONT ELEVATION
1/4"-----1'-0"

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255 ARCADE ROAD
ELEVATIONS 'B'

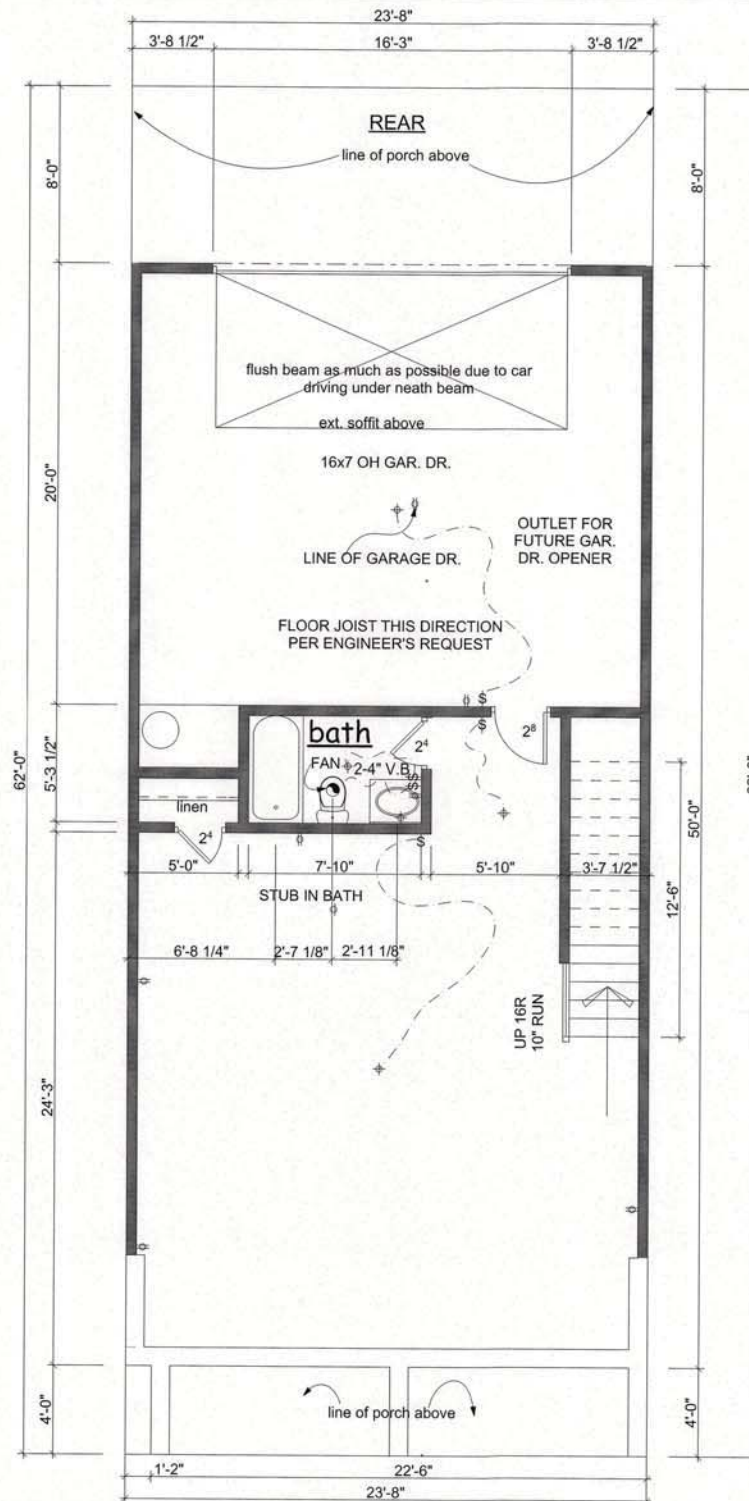
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END UNIT BASEMENT

255 ARCADE ROAD
BASEMENT PLAN

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24.

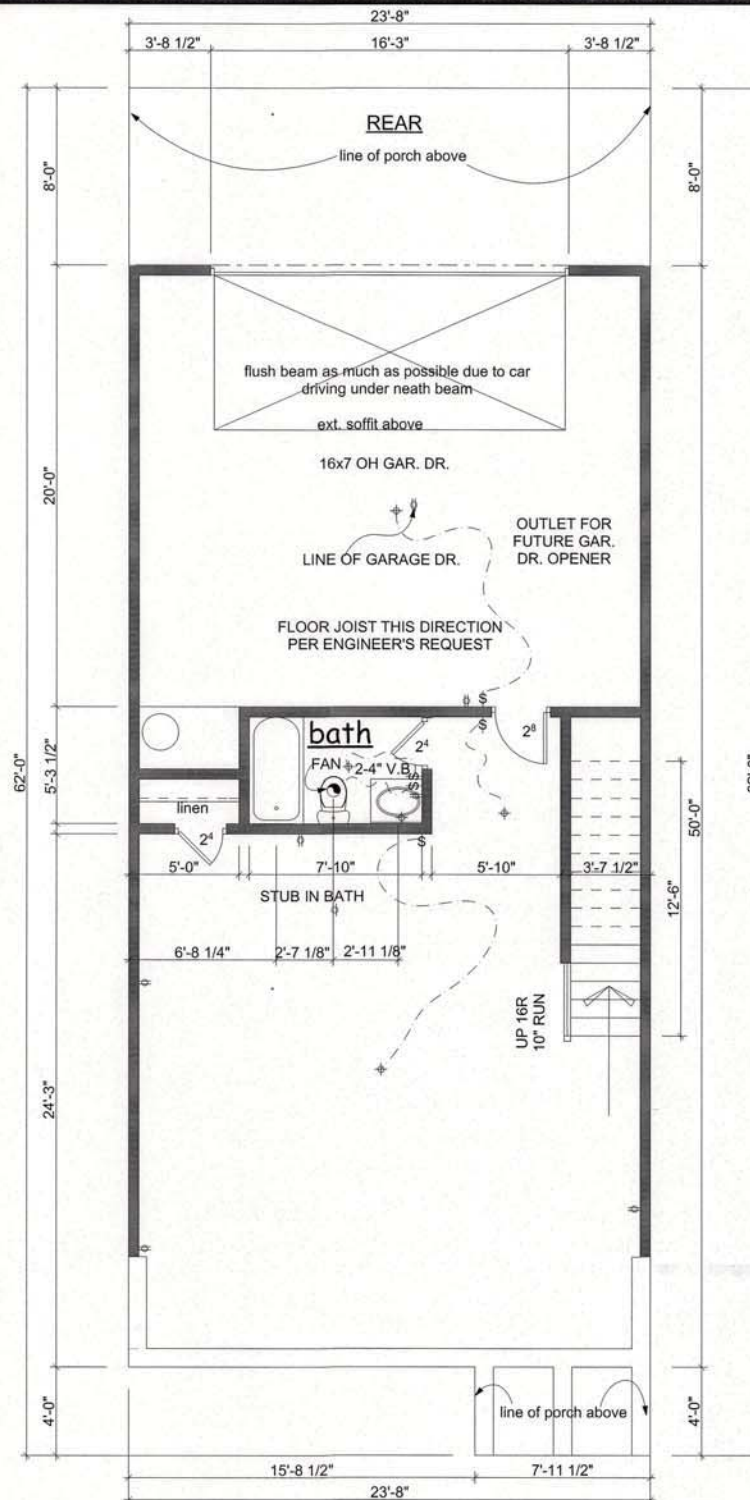
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INNER UNIT BASEMENT

255 ARCADE ROAD
BASEMENT PLAN

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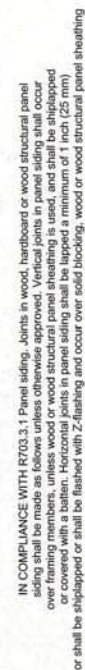
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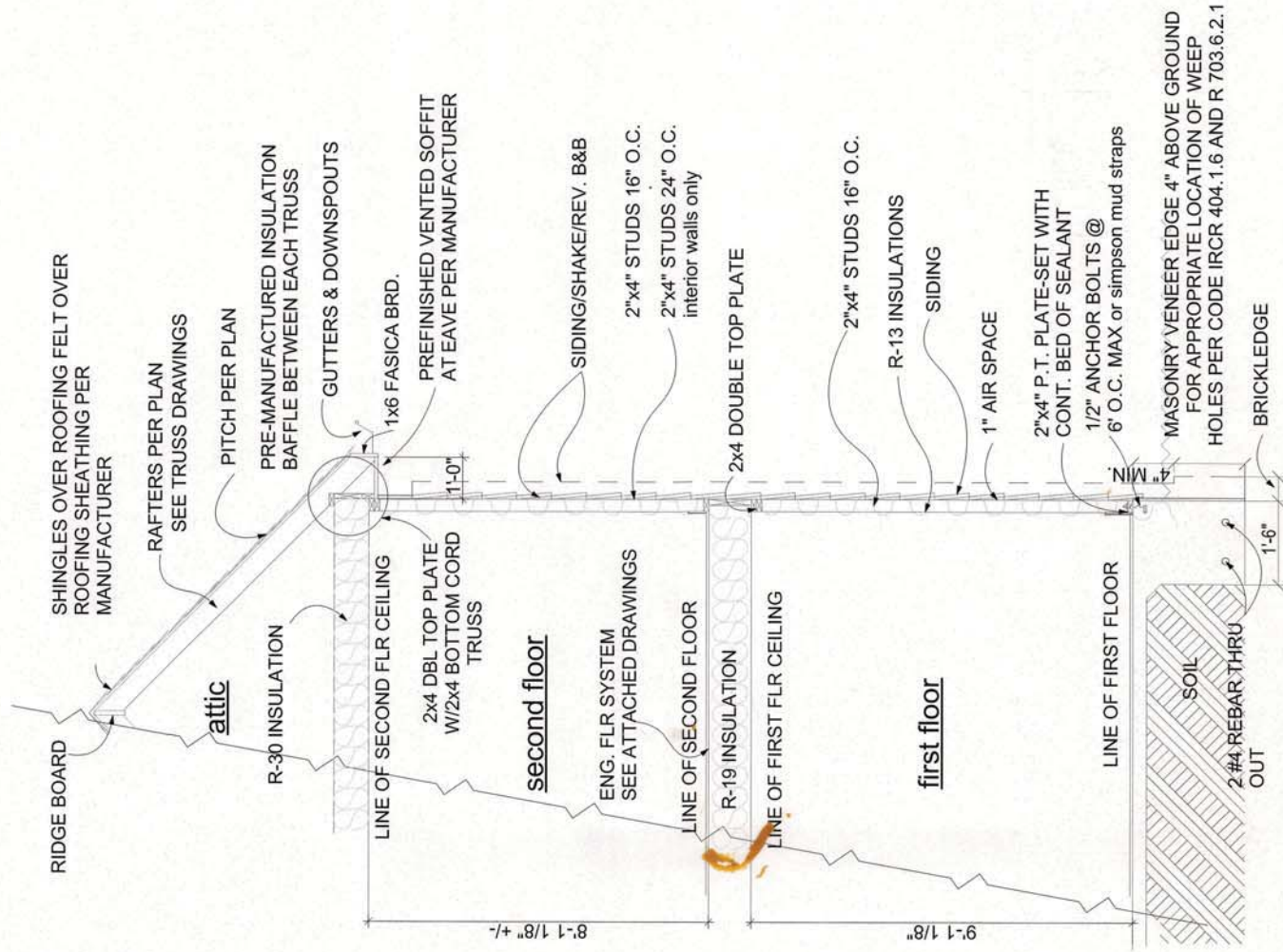
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255 ARCADO ROAD
SECOND FLOOR

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TYP. 2-STORY WALL SECTION

ON SLAB

1/2" --- 1'-0" SCALE 18"x24" PAPER

255 ARCADE ROAD
WALL SECTION

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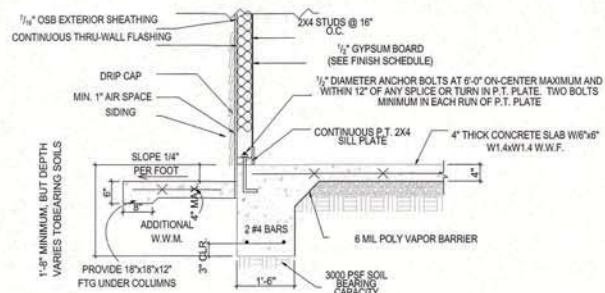
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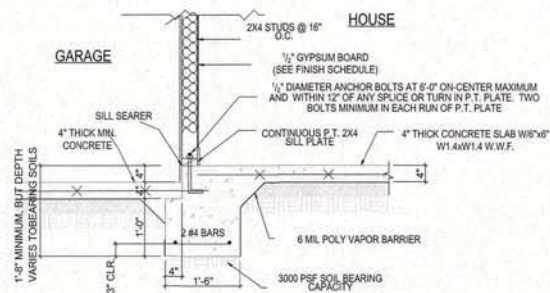
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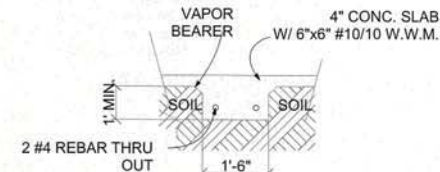
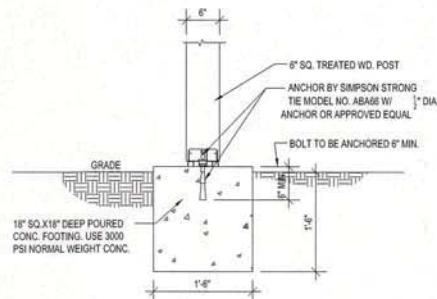
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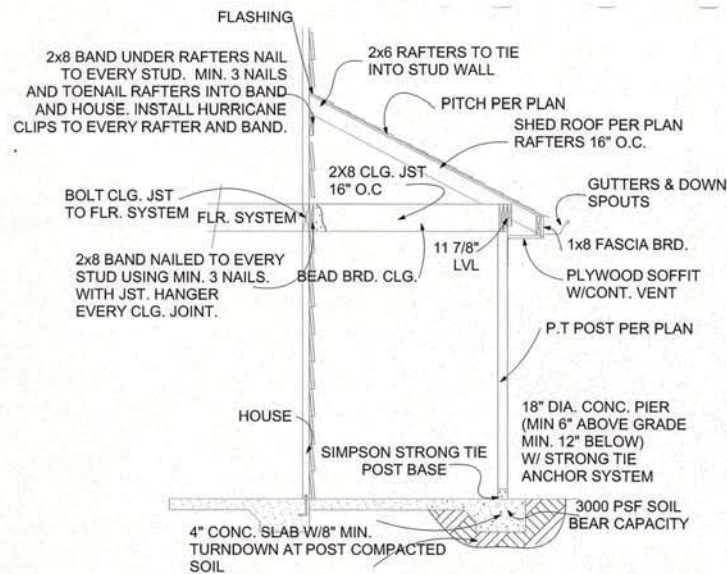
STOOP/PATIO
TO MAIN HOUSE SIDING



GARAGE TO MAIN



GRADE BEAM DETAIL



SHED ROOF
COVERED PORCH DETAIL SIDE

3/8" --- 1'-0" SCALE 18"x24" PAPER

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255 ARCADE ROAD

DETAIL SHEET

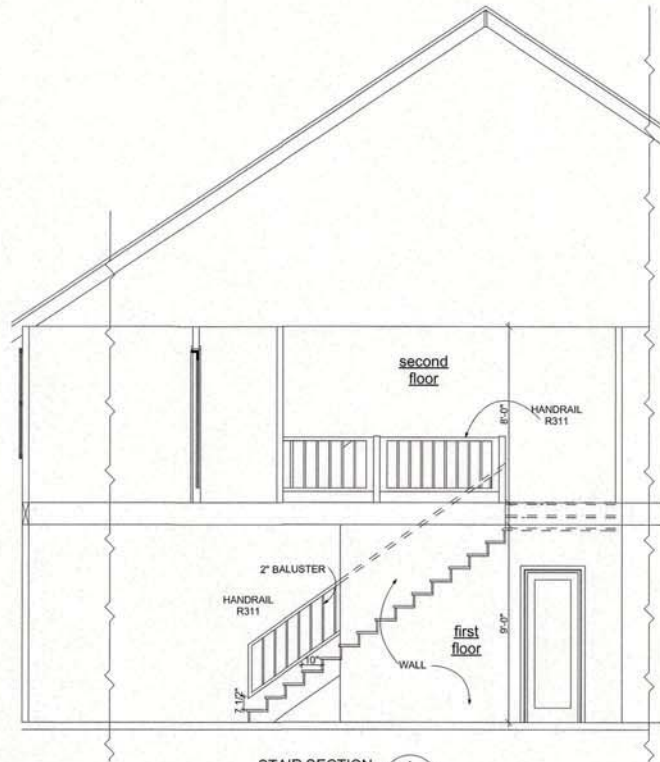
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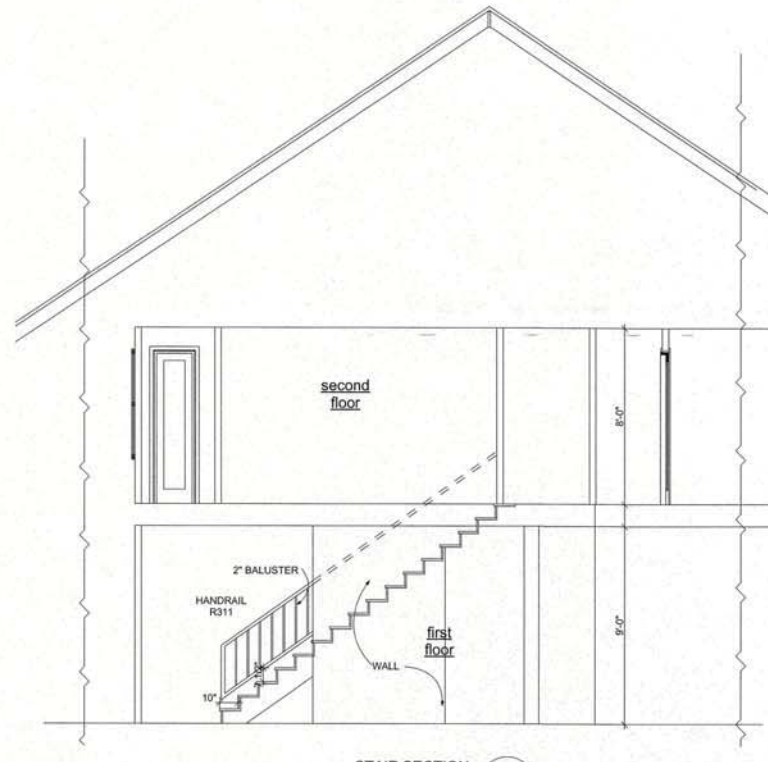
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STAIR SECTION
LOT 16 & 18



STAIR SECTION
LOT 17

1/4"---1'-0" SCALE 18"x24" PAPER

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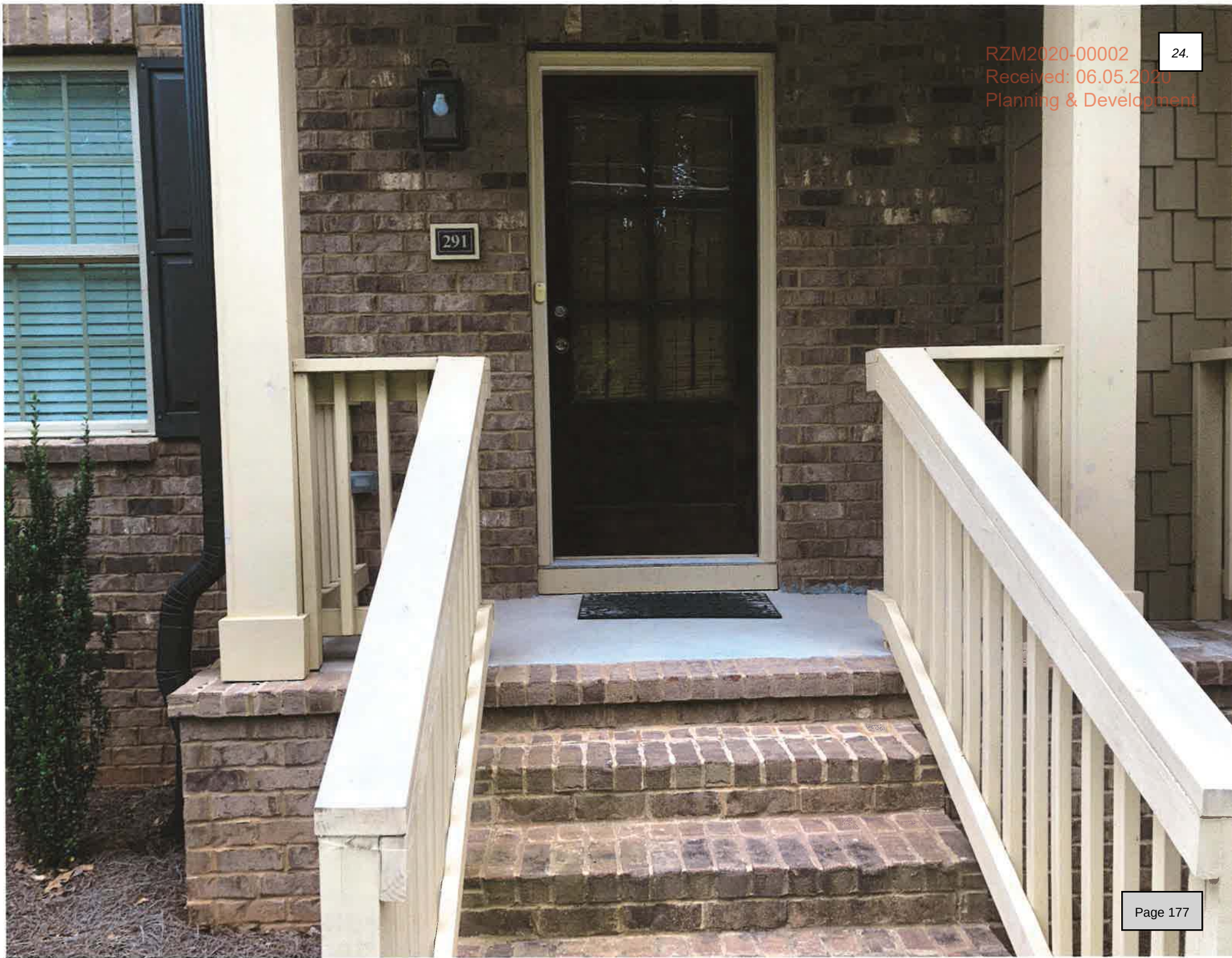
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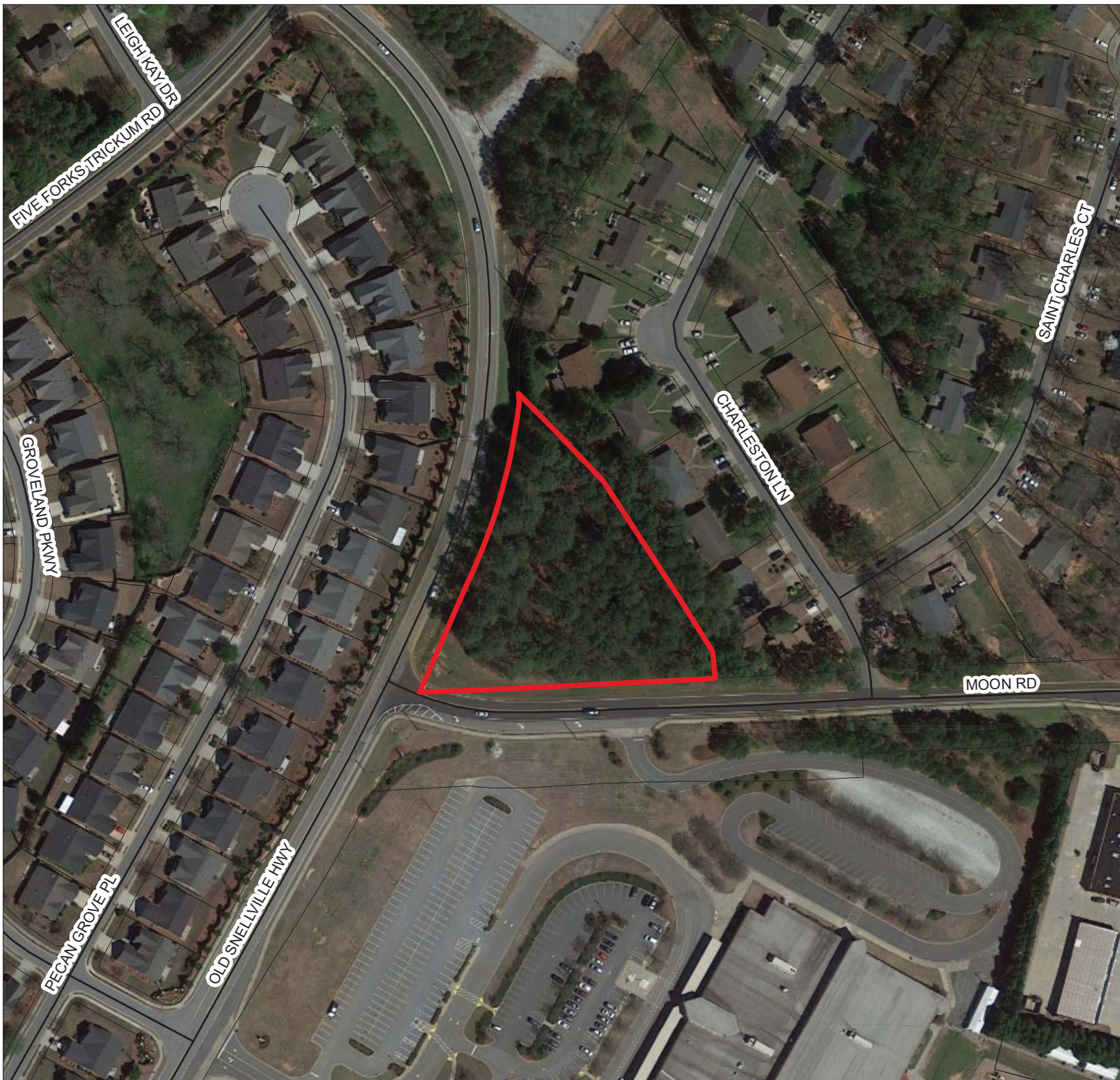








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Received: 06.05.2020
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24.

The City of Lawrenceville
Planning & Development

Aerial Map and
Surrounding Area
File # RZM2020-00002

Applicant:
Ronny Kittle

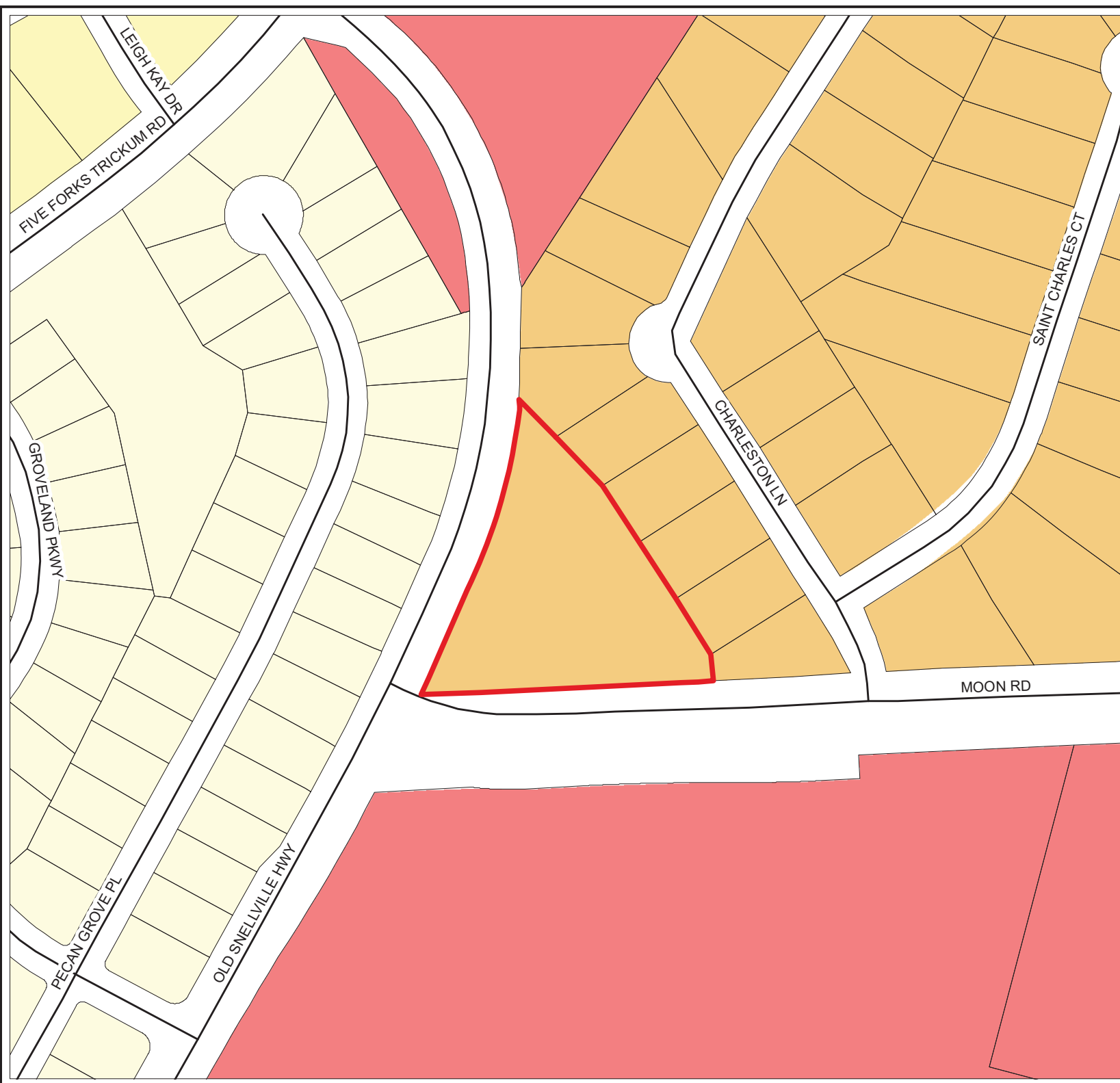
Legend

-  Subject Property
-  Roads
-  Parcels



0 37.5 75 150
|-----|-----|-----|

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The City of Lawrenceville
Planning & Development
Location Map and
Surrounding Zoning
File # RZM2020-00002

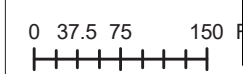
Applicant:
Ronny Kittle

Legend

- Subject Property
- Roads
- Parcels

ZONING

- BG General Business
- RM-12 General Residence
- RS150 Single-Family Residence
- RS60 Single-Family Residence





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: COUNCIL MEETING, JULY 27, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Purple Heart City - Resolution
Department:	City Manager
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	Approximately \$1,500.00
Presented By:	Paula Foil
Action Requested:	Approve a Resolution authorizing the City to apply for Purple Heart City designation

Summary: The Purple Heart is the oldest military award given to those members of the Armed Services that have been wounded or paid the ultimate sacrifice in service to our country. Becoming a Purple Heart City is another way the City can show our appreciation to all those that have served our country and community.

Fiscal Impact: Approximately \$1,500.00 for signs from Georgia DOT.

Attachments/Exhibits:

Resolution
Power Point

RESOLUTION _____

RESOLUTION ALLOWING THE CITY TO APPLY FOR A PURPLE HEART CITY DESIGNATION

WHEREAS, the Mayor and City Council of the City of Lawrenceville wish to apply to the National Military Order of the Purple Heart to be designated a Purple Heart City; and

WHEREAS, the City of Lawrenceville, Georgia has great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly, make sure we never forget, and

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Clerk of the City of Lawrenceville are authorized to execute any and all documents to effectuate the process.

IT IS SO RESOLVED this 27th day of July, 2020.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



Purple Heart City

July 27, 2020



LAWRENCEVILLE

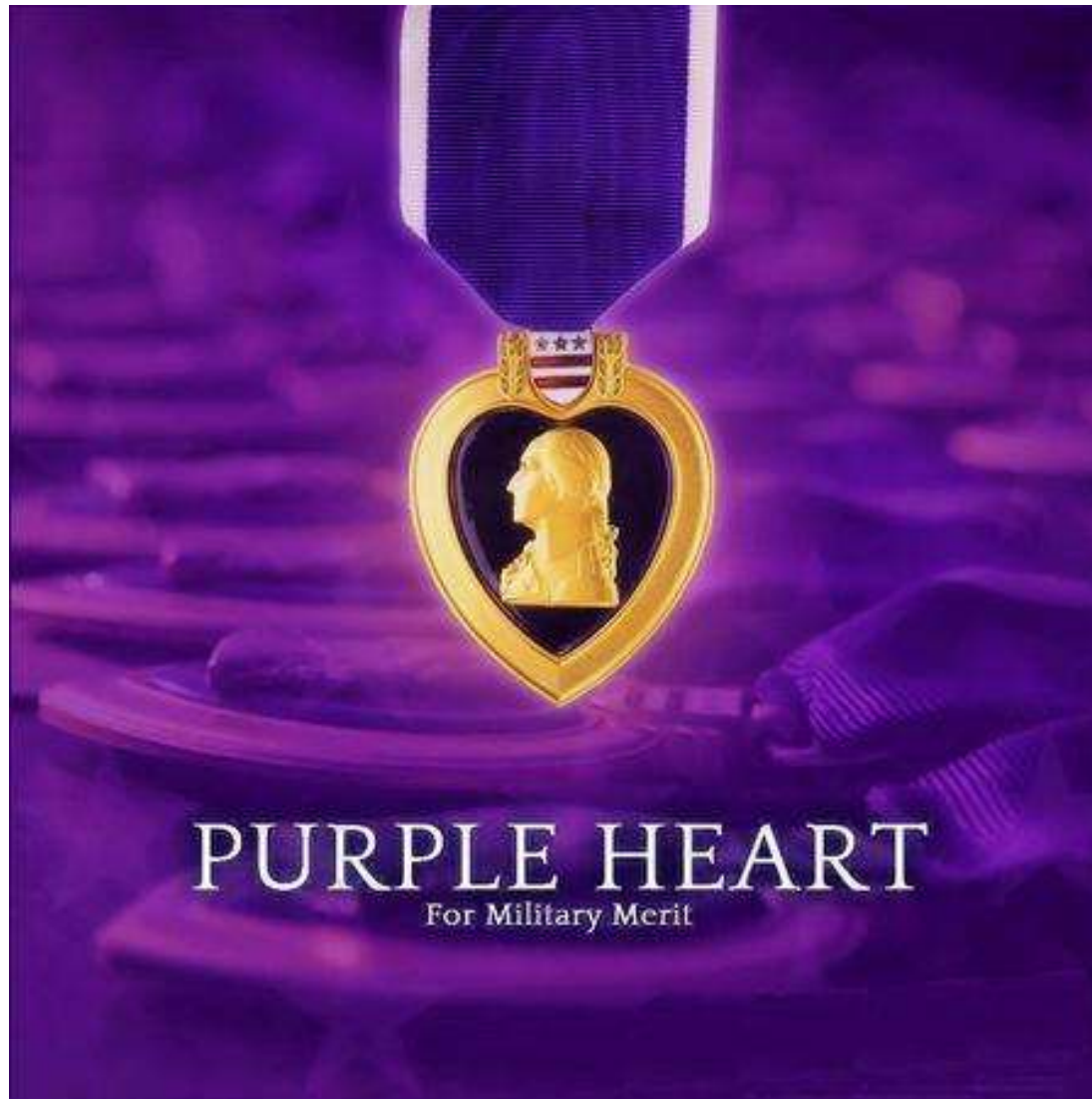
GEORGIA





LAWRENCEVILLE

GEORGIA



The Purple Heart medal is awarded in the name of the President of the United States to those who have been wounded or have paid the ultimate sacrifice against a named enemy



History of the Purple Heart Medal

- Oldest military award still given to United States military members
- Began as the Badge of Military Merit
 - Established by General George Washington in 1782
 - General Washington designed the badge to be made of purple cloth in the shape of a heart





History, continued

- In 1932 Army General Douglas MacArthur led the effort for the Purple Heart's modern day name and look to be used as a combat decoration
 - Medal contains a profile of General George Washington
 - Coat of arms of General George Washington (located above his profile)
 - Reverse side consists of a raised bronze heart with the words "*FOR MILITARY MERIT*"





Purple Heart City

- **Signs at the entrances of the City (cost \$196.79/sign as per Georgia DOT)**
 - 2 signs on SR 316
 - 2 signs on SR 20
 - 1 sign on SR 124
 - 1 sign on SR 8
 - More locations may be determined by Council or Staff





Purple Heart City

- Celebrate Purple Heart Day on August 7th
- Light City Hall and other City buildings – purple
 - Fly Purple Heart flags on that day
 - Highlight City employees that are Purple Heart recipients
 - Highlight photos on City website and City social media platforms



Atlanta City Hall on
National Purple Heart Day



Purple Heart City

- **Provide veterans free or reduced cost admission to municipal facilities (zoos, pools, parking facilities, etc.)**



Purple Heart Cities in Gwinnett

- Auburn
- Braselton
- Snellville



Snellville City Hall reserved parking spot designation



Path to Becoming a Purple Heart City

1. Idea approved by City Council
2. Application sent to the Commander of the Local Purple Heart Chapter
 - He forwards application to the National Department for approval
3. After National Purple Heart Approval
 - Presentation of the City Proclamation to the local Purple Heart Chapter at a City Council Meeting (invite media and local Purple Heart Chapter)
 - City Ceremony unveiling the signs at one of the sign locations (invite media and local Purple Heart Chapter)





LAWRENCEVILLE
GEORGIA

Questions





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION JULY 8, 2020

AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

Item:	Code Red
Department:	City Manager
Date of Meeting:	Wednesday, July 8, 2020
Fiscal Impact:	Approximately \$9,000 per year
Presented By:	Steve North, Deputy City Manager
Action Requested:	Discussion of Code Red as a public notification system.

Summary: Code Red is a notification system that allows individuals to opt-in and choose a variety of notification options such as weather, events, missing persons, cut gas lines, electrical outages, etc. Notifications can be sent using a variety of delivery methods including text, email and phone calls. The company provides a database of contact information from various sources as a starting point and individuals are encouraged to opt-in by signing up to receive emergency and/or general information alerts of specific interest to them. The system geocodes the addresses provided to correspond to a mapping tool for notifications in a specific area such as power outages.

Fiscal Impact: Approximately \$9,000 per year

Attachments/Exhibits: Attached information has details about the system and how it works.



GSA Proposal # GS-35F-0253W
Presented to City of Lawrenceville, GA
June 25, 2020

Presented by:

Becki Gallahan
Regional Sales Manager

Becki.gallahan@onsolve.com 

Office 866 939 0911 

Mobile 386 527 9129

780 W. Granada Blvd.
Ormond Beach, FL 32174 

onsolve.com Page 195



EMERGENCY AND CRITICAL COMMUNICATIONS

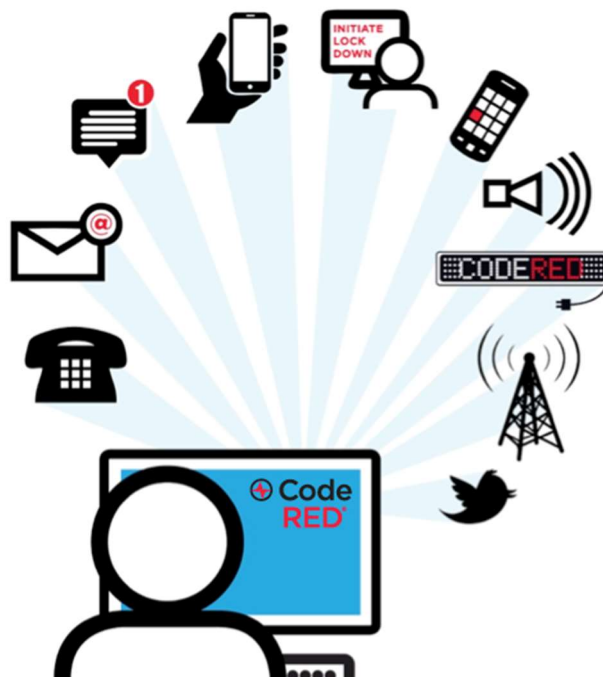
OnSolve provides the industry's most proven and easy-to-use notification services capable of reaching hundreds of thousands of citizens in minutes. The company has been in the critical communications business for nearly two decades, developing and implementing the technology that has delivered more than a billion messages across North America.

The OnSolve web-based product suite features three hosted solutions for municipalities:

- **CodeRED®** for community and staff notifications
- **CodeRED Weather Warning®** for automated severe weather alerts
- **CodeRED for IPAWS** providing integrated access to the nation's alerting system

CodeRED

The CodeRED solution was designed specifically for government and public safety officials to record, send and track personalized voice, email, text and social media messages to citizens, as well as staff. OnSolve employs a proprietary mapping technology and patented delivery methods as integral components of its high-speed notification system in operation since 1998.





CodeRED Mobile Alert app

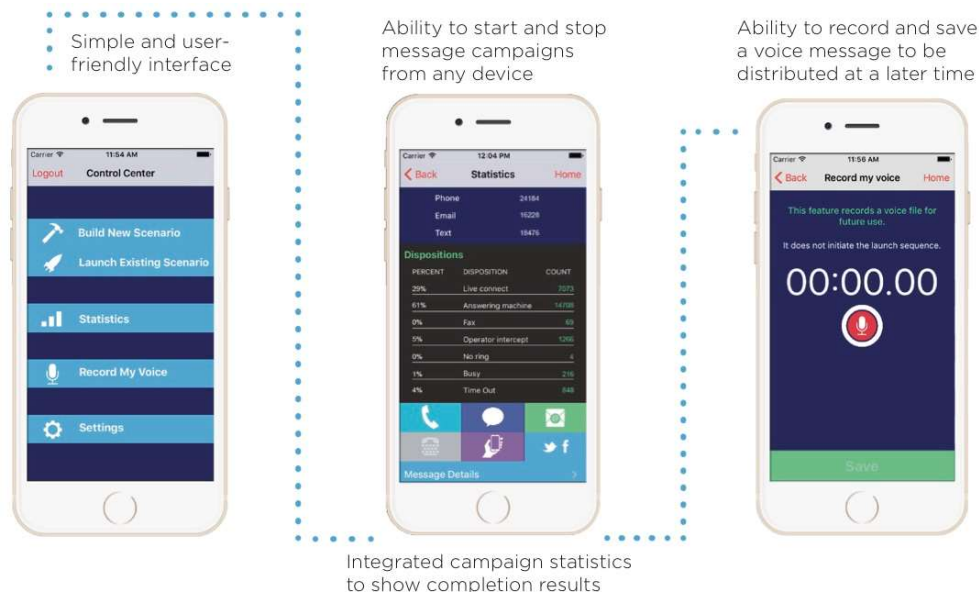
This latest innovation in the public safety arena answers the question asked by many Emergency Managers nationwide – “How do we communicate with people in our jurisdiction who do not reside here?”

The answer is by using a location-based method to deliver CodeRED initiated messages. The CodeRED Mobile Alert app is geo-aware and sends push notifications to a subscriber’s device when alerts are issued for their current geographical location. This advanced technology enables local officials which utilize CodeRED to reach those individuals passing through their jurisdiction and helps to also protect citizens traveling outside their local coverage area.

MOBILE LAUNCHING CAPABILITIES

The world has become increasingly mobile and therefore, OnSolve has developed tools to meet the specific needs of our clients. This includes the ability to create and send notifications on the go, from any location at any time via a mobile device.

The CodeRED Launcher app, which can be used on any Android, iOS or Windows device, allows users to quickly and easily build scenarios, utilize saved scenarios, launch to existing contact groups, select a geographic calling area via the map, and launch ad hoc notifications across all modes of dissemination. The app also provides users with a detailed view of statistics in order to analyze each notification sent.



The CodeRED Launcher app empowers users to launch notifications immediately from the field

TWO-WAY MESSAGING CAPABILITIES

Two-way messaging allows system users to collect real-time responses from your message recipients; helping you make better informed decisions, fulfill open shifts, track resources, enable two-way dialogue, and more.

When a two-way enabled message is sent, recipients receive a custom URL directing them to a responsive web form displaying their available responses. System users can then:

- View and track all responses via detailed analytics
- Establish a pre-determined expiration time for required responses
- Attach documents, pictures or files containing additional information
- Enable simple yes/no survey responses or text fields

Message Builder

Email
Text
Replies*

Reply Page Creation

Team activation. Can you respond? If so, what is your estimated time of arrival?

Clear

Message length (limit to 250 characters): 80 characters

☒ Add a yes/no response
☒ Add a text box response

Duration to accept replies: 3 Hours 0 Minutes

Hours
Minutes

Previous
Save Replies

Response Center

Client Name
Utility Department

To: Jim Erickson
From: Dispatch Supervisor
June 08, 2016 2:23 PM
Team deployment from
200 Main Street
Anytown, US 12345
Can you respond?
☒ Yes
☐ No

Submit

ONSOLVE

Response Center

Client Name
Utility Department

To: Jim Erickson
From: Dispatch Supervisor
June 08, 2016 2:23 PM
Team deployment from
200 Main Street
Anytown, US 12345
Can you respond?
☒ Yes
☐ No

Submit

ONSOLVE



Simple implementation

The CodeRED system is operational immediately and can be ready for use today. With no equipment to install or phone lines to add, authorized users simply login to the CodeRED system with their password to begin. An initial calling database and local maps are provided by OnSolve and are instantly available to enable users to easily target residents and businesses by specified area.



Ease of use

The CodeRED system was designed to be easy to use even under the most strenuous of conditions. Expecting use under pressure, the feature rich interface was built with a simple three step process to initiate critical communications. Messages may be launched by authorized users via telephone or the Internet, from anywhere at any time.



Training and refresher courses are regularly provided via live web-based seminars to ensure your staff is always comfortable with the system and confident in their ability to launch a notification.



Live client support

Available 24/7/365, the OnSolve Client Support Team is staffed by knowledgeable individuals thoroughly trained on all aspects of the CodeRED system. In addition to handling inbound inquiries, the team monitors system activity as well as weather and other news feeds, to stay on top of developing situations; when appropriate, they will also reach out to clients to provide suggestions and support for system use.

Technology

CodeRED's robust platform is built upon a sophisticated infrastructure which includes multiple built-in redundancies to support thousands of jobs running simultaneously.

Proprietary trademarked technology is used to ensure messages are delivered in their entirety regardless if the call is picked up by a person, or by an answering device. If a call is missed, message recipients may simply dial the system back via the toll-free number displayed on their caller ID to hear the last message delivered to their phone. This Universal ANI® feature is not only convenient for the recipients of notifications; but, it also relieves inbound call congestion on your personnel and often overworked emergency lines.

Furthermore, OnSolve manages its entire network in-house, maintaining control over dialing systems and not relying on any third-party or shared lines to place calls. This dedicated network ensures client jobs initiate immediately and do not have to be queued or competed by available phone lines with other dialing priorities. Most importantly, by eliminating any dependence on third-party Service Level Agreements (SLAs), an entire layer of potential failure is removed.

Speed

The OnSolve infrastructure maintains a massive system capacity that is able to transmit millions of messages an hour. Each account is throttled and system resources are allocated to match the local telephone infrastructure, resulting in more connected calls, less network congestion, and fewer busy signals. The CodeRED system was built for use during time-sensitive situations, when ensuring communications are delivered as quickly as possible, is what matters most.

Mapping

Mapping is available for use when messages need to be geographically targeted. The web-based mapping interface, written by OnSolve, is both intuitive and easy-to-use. CodeRED utilizes ESRI mapping as a foundation and has created area selection tools that range from polygons to simple paint brush tools, allowing users to quickly become familiar with the map's features. OnSolve hosts all components of the mapping interface, relying on no third-party providers.

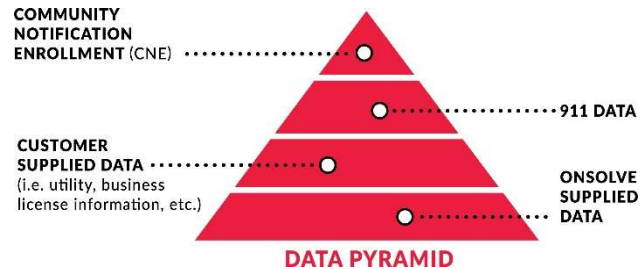


OnSolve includes local mapping with your CodeRED license and has the ability to provide custom maps using client supplied GIS layers, or by integrating client supplied street layer mapping to the ESRI foundation. With CodeRED there is no requirement for client communities to purchase GIS software and there is also no need for you to utilize internal resources to host, maintain, or update maps.

Calling data

Each client accesses a database which is populated by multiple sources. All compiled data is verified and addresses are assigned lat/long coordinates by the OnSolve custom multi-layer geo-coding service.

OnSolve provides initial calling data for immediate use; this allows communities to be up and running on CodeRED quickly. Data is acquired through various commercial sources and includes both residential and business data, as well as some mobile phones and VoIP numbers. This data is provided at no additional cost and serves as the foundation for each client's database.



The middle data tier is supplied by the client.

Communities using CodeRED typically provide data from their local utilities as well as their 911 data. OnSolve geo-codes all client supplied data as a standard part of the database building process.

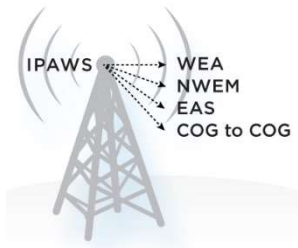
And finally, the most accurate layer of the pyramid is created by entries to the Community Notification Enrollment (CNE) page. OnSolve provides a custom Web page for each community, allowing residents and businesses to directly submit additional calling data, text and email addresses, as well as TDD/TTY requirements, to further populate the database. All information added to the CNE is instantly available for use within CodeRED.

Validata®

The CodeRED database is scrubbed using the unique Validata process, numbers that cannot be confirmed as valid, are removed to create a cleaner, more efficient calling list.

Internal use

The CodeRED system enables users to easily import data groups with up to eight points of contact including text and email addresses. OnSolve developed this multi-channel approach to internal communications as a way to ensure message consistency for first responder notifications, critical incident call outs, and official comment direction. With a few clicks of the mouse, multiple groups, an individual group, or specific group members can quickly be contacted. Users select the best way to send alerts and can then verify the information was delivered rapidly and accurately.



Integrated Public Alert and Warning System (IPAWS)

OnSolve, the first vendor to successfully submit a job into the IPAWS program, has developed a Message Origination application within CodeRED for launching IPAWS messages. This functionality is made available to individuals who are authorized to use IPAWS and opens up a new communication channel - an Alert Disseminator - in support of the FEMA program. **(Note: there is a fee associated.)**

Affordability

OnSolve has priced its CodeRED solution to be cost-effective. There are no set-up fees to pay, no equipment to buy, no phone lines to lease, and no annual maintenance is required. System time, training and support, initial calling database, mapping, integration of client supplied data, and database clean-up are all included.

The OnSolve pricing structure is calculated based on population and is designed to be FEMA friendly to help communities qualify for reimbursement when eligible.

Currently, CodeRED is used every day by clients from coast to coast across the U.S. and in Canada. To find out why the CodeRED high-speed notification solution has been selected as the preferred platform for critical communications by your colleagues time and again, we would be pleased to provide a list of clients who use CodeRED upon request, so you may hear directly from them regarding the advantages of the system.

Cost Proposal (PRICING GOOD FOR 90 DAYS FROM June 25th 2020)

Keep staff and residents safe and informed with the CodeRED system with quick notifications of time-sensitive information, emergencies, and day-to-day operational updates. Send targeted emergency and community notifications to mobile subscribers located in specific geographic areas within your jurisdiction.

Flexible use license includes:

- CodeRED system set-up and training
- 100,000 minutes for emergency and general calling, replenished annually (equivalent to 200,000 30 second delivered voice messages annually)
- Unlimited SMS, email and social media messaging and social sharing
- Unlimited use of the CodeRED Launcher App
- Initial residential + business calling database, with ongoing updates
- OnSolve standard mapping and geo-coding
- Unlimited Two-Way messaging
- Unlimited notifications to citizens via CodeRED Mobile App (great for staff out in the field)
- Wide existing coverage in Georgia, with over 95 counties using CodeRED
- Unlimited groups for internal and public alerting, with unlimited contacts
- Unlimited RSS Feed and Website Widget Alerting
- Unlimited (role based) system initiators
- Unlimited message templates
- Emergency and General database
- Universal ANI and customizable Caller ID
- 24/7 technical support
- Complimentary system time for testing and training
- Design and hosting of custom Web page for community enrollment
- TEXT TO OPT Included
- Foreign message translation
- Discounted bridge and/or optional added service time at no cost incentives

\$12,500.00 = Annual Cost 1 Year

GSA # GS-35F-0253W

(Includes utility customers outside the city boundary)

Optional to add:

\$ 2,940.00 = Unlimited Automatic NWS Tornado, Flash Flood, Severe Thunderstorm Weather Warnings (opt in only)

Multi-year discount options:

3 year = 3% discount off fees above (paid in annual installments)

5 year = 5% discount off fees above (paid in annual installments)

All information contained within this document is Confidential and Proprietary to OnSolve, LLC



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JULY 27, 2020

AGENDA CATEGORY: COUNCIL BUSINESS, NEW BUSINESS

Item:	Purchase of Back-Up Generator for City Hall
Department:	Facilities
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	\$77,274.54
Presented By:	Barry Mock
Action Requested:	Ratification of Purchase of Back-Up Generator for City Hall to low bidder, Cummins Inc. d/b/a Cummins Sales and Service in the amount of \$50,997.42 and ratification of four week generator rental to United Rentals, Inc. in the amount of \$3,965.89. Approval of an additional three months of generator rental to United Rentals, Inc. in the amount of \$9,182.67.

Summary: This purchase was made on an emergency basis due to a catastrophic failure of the current back-up generator and deemed unrepairable. The generator is 19 years old and has outlived its useful life. A rental back-up generator is currently being used until the new unit arrives and is installed. There is an extensive lead time for the new generator and that time is affected by outbreaks of the disease COVID-19 which may affect sub-suppliers and labor of services.

Fiscal Impact: Amount of \$77,274.54. This purchase is funded by the Capital Outlay Fund (3551565.541000).

Attachments/Exhibits:

Bid Tabulation
Invoice

BID TABULATION

PAGE 1

27.

**Generator for City Hall
Purchase of a Generator
Building Maintenance**

				Cummins Inc. d/b/a Cummins Sales and Service (Cummins)		Nixon Power (Kohler)		Power & Energy Services Inc. (Marathon)		Yancey Power Systems (CAT)	
ITEM #	DESCRIPTION	QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Generator - Turn Key	1	EA	\$41,561.42	\$41,561.42	\$51,403.00	\$51,403.00	\$42,932.04	\$42,932.04	\$86,244.00	\$86,244.00
2	Monitoring	1	EA	\$3,211.11	\$3,211.11	\$1,100.00	\$1,100.00	\$4,849.67	\$4,849.67		\$0.00
3	ATS Supply	1	EA	\$6,224.89	\$6,224.89	\$6,155.00	\$6,155.00	\$6,559.78	\$6,559.78	\$11,058.00	\$11,058.00
TOTAL				\$50,997.42		\$58,658.00		\$54,341.49		\$97,302.00	

Recommended Vendor:

Cummins Inc. d/b/a Cummins Sales and Service
5125 Highway 85
Atlanta, GA 30349
404-765-5150
steven.h.elder@cummins.com



POWER & HVAC
BRANCH D04
127 MORROW ROAD
FOREST PARK GA 30297
404-363-4503
404-363-9518 FAX

4 WEEK BILLING INVOICE

27.

182722640-001

Job Site
CITY OF LAWRENCEVILLE
70 S CLAYTON ST
LAWRENCEVILLE GA 30046-5727

Office: 770-963-2414 Cell: 678-407-6597

Customer # : 916157
Invoice Date : 06/28/20
Date Out : 06/10/20 03:00 PM
Billed Through : 07/08/20 00:00
UR Job Loc : 70 S CLAYTON ST, LAW
UR Job # : 9
Customer Job ID:
P.O. # : BACKUP GEN
Ordered By : BRIAN OSBORNE
Reserved By : DANIEL SWECKER
Salesperson : DANIEL SWECKER

2.1413 1 MB 0.436 87546S21.p01 611993 1-1 0



CITY OF LAWRENCEVILLE
PO BOX 2200
LAWRENCEVILLE GA 30046-2200



Invoice Amount: \$3,965.89

Terms: Due Upon Receipt
Payment options: Contact our credit office 212-333-6600 Ext. ext. 8
REMIT TO: UNITED RENTALS (NORTH AMERICA), INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	10247712	GENERATOR 180-199 KVA Make: CUMMINS Model: C150D6RG Serial: C140651904 Meter out: 14624.00 Meter in: .00		487.28	1029.33	3060.89	3,060.89
5	241/7662	CABLE 4/0 AWG 400 AMP 50' CAM		14.00	28.00	81.00	405.00
5	241/5970	CABLE TAIL 4/0 MCAM - BARE END					N/C

Rental Subtotal: 3,465.89

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	DELIVERY CHARGE	250.000	EACH	250.00
1	PICKUP CHARGE	250.000	EACH	250.00

Sales/Misc Subtotal: 500.00

Agreement Subtotal: 3,965.89
Total: 3,965.89

COMMENTS/NOTES:

CONTACT: BRIAN OSBORNE
CELL#: 678-407-6597

Billing period: 28 Days From 6/10/20 03:00 PM Thru 7/08/20 03:00 PM

ARE YOU OR YOUR EMPLOYEES IN NEED OF OPERATOR CERTIFICATION TRAINING?
CONTACT UNITED ACADEMY TODAY 844-222-2345 OR WWW.UNITEDACADEMY.UR.COM
TRAINING IS NOT AVAILABLE ON CERTAIN EQUIPMENT IN CANADA.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JULY 27, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Emergency Road Work from Water Main Break at Gwinnett Drive and Scenic Highway
Department:	Administration
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	\$91,694.13
Presented By:	Chuck Warbington
Action Requested:	Ratification of Emergency Road Work from Water Main Break to E. R. Snell Contractor, Inc. in the amount of \$87,810.00 and to Over and Under General Contractors, Inc. in the amount of 3,884.13.

Summary: The work performed included milling, grading, paving, striping, and signal loop repair of Gwinnett Drive at the intersection of Scenic Highway due to a ruptured 6 inch water main. The water line was damaged by a subcontractor installing underground fiber.

Fiscal Impact: Amount of \$91,694.13. This is funded by the Capital Outlay Fund (5064440-541000).

Attachments/Exhibits:

Invoices

E.R. Snell Contractor, Inc.

JOB NAME:

Gwinnett Drive Emergency Repair

OWNER

City Of Lawrenceville

ER SNELL JOB NO.

50328

PAY REQUEST NO.

1

DATE OF APPLICATION

June 30, 2020

Remit To:

E.R. Snell Contractor, Inc.

P.O. Box 306

Snellville, GA 30078

[illegible]

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	\$87,810.00
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Net change by CHANGE ORDERS	\$0.00
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CONTRACT SUM TO DATE	\$87,810.00
----------------------	-------------

TOTAL COMPLETED TO DATE	\$87,810.00
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TOTAL COMPLETED TO DATE	\$21,010.00
RETAINAGE -	\$0.00

TOTAL EARNED LESS RETAINAGE	\$87,810.00
-----------------------------	-------------

LESS PREVIOUS PAYMENTS	\$0.00
------------------------	--------

CURRENT PAYMENT DUE	\$87.810.00
----------------------------	--------------------

CURRENT PAYMENT DUE	\$81,319.00
BALANCE TO FINISH, PLUS RETAINAGE	\$0.00

BALANCE TO FINISH, LESS RETAINAGE	\$0.00
-----------------------------------	--------

Invoice 28.

Date	Invoice #
6/29/2020	14663

Bill To
Gwinnett County DOT, 75 LANGLEY DRIVE LAWRENCEVILLE, GEORGIA 30046

P.O. No.	Terms	Project
	Due on receipt	

[illegible]

Phone #	Fax #
7706829160	770-682-1059



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JULY 27, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Clayton Street at Nash Street Parking Lot Project
Department:	Engineering
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	\$382,757.29
Presented By:	Dennis Billew
Action Requested:	Award Clayton Street at Nash Street Parking Lot Project to the low responsive bidder, Helix Group, Inc., amount not to exceed \$382,757.29. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the demolition of existing asphalt paving, existing concrete, sidewalks, curbs & gutters, and existing block retaining wall. It also includes grading, installation of a new storm drain, installation of a re-enforced concrete wall, installation of a concrete stair case, curb & gutter, concrete work, fencing, landscaping, sod installation, asphalt paving, and striping.

Fiscal Impact: Amount not to exceed \$382,757.29. This contract is funded by the Capital Outlay Fund (3551565.541000). Project 26-007.

Attachments/Exhibits:

Bid Tabulation

SB028-20
Clayton Street at Nash Street Parking Lot Project
Engineering

				A1 Contracting		Atlanta Paving & Concrete		BRTU Construction Inc.		DAF Concrete, Inc.		Helix Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$10,500.00	\$10,500.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00	\$9,829.00	\$9,829.00	\$5,010.64	\$5,010.64
2	Mobilization	1	LS	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$45,683.00	\$45,683.00	\$30,000.00	\$30,000.00	\$5,727.13	\$5,727.13
3	Erosion Control (all included for all phases)	1	LS	\$12,500.00	\$12,500.00	\$15,000.00	\$15,000.00	\$10,275.00	\$10,275.00	\$30,000.00	\$30,000.00	\$6,387.21	\$6,387.21
4	Site grading complete incl. pavement removal.	1	LS	\$109,500.00	\$109,500.00	\$10,250.00	\$10,250.00	\$32,000.00	\$32,000.00	\$150,000.00	\$150,000.00	\$54,595.29	\$54,595.29
5	Complete demolition of existing concrete driveways, fences, trees, walls, buildings, all concrete, curb & gutter, asphalt paving, storm drain systems, saw cutting etc. & removal and replacement of unsuitable soil including haul off.	1	LS	\$45,000.00	\$45,000.00	\$35,000.00	\$35,000.00	\$34,928.00	\$34,928.00	\$140,000.00	\$140,000.00	\$36,598.94	\$36,598.94
6	INSTALL Concrete work for islands & driveway	100	SY	\$55.00	\$5,500.00	\$94.60	\$9,460.00	\$60.00	\$6,000.00	\$50.00	\$5,000.00	\$117.38	\$11,738.00
7	Install GAB 8” thick under pavement compacted	610	TN	\$35.00	\$21,350.00	\$46.50	\$28,365.00	\$35.00	\$21,350.00	\$30.00	\$18,300.00	\$42.98	\$26,217.80
8	Install GAB 3.5” thick under curb & gutter	30	TN	\$35.00	\$1,050.00	\$50.00	\$1,500.00	\$35.00	\$1,050.00	\$30.00	\$900.00	\$38.74	\$1,162.20
9	Install complete D/W catch basin 4’- 12’ deep, incl. Tie-Ins	1	EA	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00	\$2,205.85	\$2,205.85
10	Hand rails all included	1	LS	\$9,500.00	\$9,500.00	\$10,500.00	\$10,500.00	\$8,250.00	\$8,250.00	\$10,000.00	\$10,000.00	\$22,525.14	\$22,525.14
11	4’ Black vinyl coated chain link - all included	1	LS	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$20,000.00	\$20,000.00	\$5,533.89	\$5,533.89
12	6’ wide concrete stairs including #4 rebar -(all included)	1	LS	\$15,500.00	\$15,500.00	\$14,520.00	\$14,520.00	\$30,000.00	\$30,000.00	\$10,000.00	\$10,000.00	\$10,680.40	\$10,680.40
13	Install complete re-enforced concrete wall	1	LS	\$42,500.00	\$42,500.00	\$81,290.00	\$81,290.00	\$38,340.00	\$38,340.00	\$70,000.00	\$70,000.00	\$38,038.07	\$38,038.07
14	30” Curb & Gutter	50	LF	\$18.00	\$900.00	\$33.00	\$1,650.00	\$25.00	\$1,250.00	\$25.00	\$1,250.00	\$33.20	\$1,660.00
15	24” Curb & Gutter	700	LF	\$15.00	\$10,500.00	\$14.30	\$10,010.00	\$18.00	\$12,600.00	\$20.00	\$14,000.00	\$22.14	\$15,498.00
16	18” RCP Pipe (incl. shoring, excavation & bedding)	62	LF	\$85.00	\$5,270.00	\$110.00	\$6,820.00	\$85.00	\$5,270.00	\$100.00	\$6,200.00	\$62.02	\$3,845.24
17	Asphalt paving Binder course - 2” (220 lb. /SY) thick, Super Pave 19 mm including tack.	250	TN	\$155.00	\$38,750.00	\$120.00	\$30,000.00	\$130.00	\$32,500.00	\$140.00	\$35,000.00	\$128.78	\$32,195.00
18	Recycled Asphalt conc. 9.5 mm SURFACE 1.5” COURSE (165lb./SY/IN) SP, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	180	TN	\$165.00	\$29,700.00	\$121.00	\$21,780.00	\$135.00	\$24,300.00	\$140.00	\$25,200.00	\$140.89	\$25,360.20
19	Install complete concrete Sidewalk, 4” thick incl. bricks, 5’ wide to match existing – incl. hc ramps as per existing as per the drawings	150	SY	\$38.00	\$5,700.00	\$37.80	\$5,670.00	\$42.00	\$6,300.00	\$40.00	\$6,000.00	\$65.30	\$9,795.00
20	Misc. signing & striping including HC Signage & 2X Pedestrian cross walks.	1	LS	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00	\$2,250.00	\$2,250.00	\$6,000.00	\$6,000.00	\$2,728.21	\$2,728.21
21	Install complete electrical conduit and secondary splice boxes for street lighting. The City will provide the conduit and secondary splice boxes. Once the conduit is installed and inspected, the City will install the wire and lights.	1	LS	\$2,500.00	\$2,500.00	\$15,000.00	\$15,000.00	\$9,250.00	\$9,250.00	\$7,000.00	\$7,000.00	\$7,547.56	\$7,547.56
22	Tree planting - Ulmus Parvifolia	4	EA	\$500.00	\$2,000.00	\$632.50	\$2,530.00	\$800.00	\$3,200.00	\$800.00	\$3,200.00	\$419.29	\$1,677.16
23	Double ground hardwood mulch - 4"	32	CY	\$65.00	\$2,080.00	\$77.00	\$2,464.00	\$50.00	\$1,600.00	\$150.00	\$4,800.00	\$37.53	\$1,200.96
24	Tree planting – Japanese Zelkova – 3” Caliper	4	EA	\$500.00	\$2,000.00	\$632.50	\$2,530.00	\$800.00	\$3,200.00	\$600.00	\$2,400.00	\$419.29	\$1,677.16
25	Tree planting - Osmanthus x fortunei	28	EA	\$50.00	\$1,400.00	\$220.00	\$6,160.00	\$325.00	\$9,100.00	\$450.00	\$12,600.00	\$419.29	\$11,740.12
26	Tree protection fence	350	LF	\$30.00	\$10,500.00	\$1.10	\$385.00	\$2.00	\$700.00	\$1.00	\$350.00	\$1.66	\$581.00
27	Permanent Grass/Sod (Inc. Fert. & Mulch)	8500	SF	\$0.80	\$6,800.00	\$1.10	\$9,350.00	\$8.00	\$68,000.00	\$1.00	\$8,500.00	\$0.71	\$6,035.00
SUBTOTAL				\$410,000.00		\$355,734.00		\$428,896.00		\$628,029.00		\$347,961.17	
	10% City Contingencies			\$41,000.00		\$35,573.40		\$42,889.60		\$62,802.90		\$34,796.12	
TOTAL				\$451,000.00		\$391,307.40		\$471,785.60		\$690,831.90		\$382,757.29	

SB028-20
Clayton Street at Nash Street Parking Lot Project
Engineering

				Glosson Enterprises		Ohmshiv Construction, LLC		Smith Co, Inc.		Sol Construction, LLC		Summit Construction & Development, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$15,500.00	\$15,500.00	\$6,400.00	\$6,400.00	\$8,000.00	\$8,000.00
2	Mobilization	1	LS	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$4,500.00	\$4,500.00	\$6,151.00	\$6,151.00	\$3,600.00	\$3,600.00
3	Erosion Control (all included for all phases)	1	LS	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00	\$12,044.00	\$12,044.00	\$6,400.00	\$6,400.00	\$5,235.50	\$5,235.50
4	Site grading complete incl. pavement removal.	1	LS	\$85,000.00	\$85,000.00	\$63,250.00	\$63,250.00	\$102,103.00	\$102,103.00	\$108,500.00	\$108,500.00	\$19,837.45	\$19,837.45
5	Complete demolition of existing concrete driveways, fences, trees, walls, buildings, all concrete, curb & gutter, asphalt paving, storm drain systems, saw cutting etc. & removal and replacement of unsuitable soil including haul off.	1	LS	\$35,000.00	\$35,000.00	\$52,345.00	\$52,345.00	\$22,475.00	\$22,475.00	\$7,430.00	\$7,430.00	\$65.00	\$6,500.00
6	INSTALL Concrete work for islands & driveway	100	SY	\$50.00	\$5,000.00	\$44.00	\$4,400.00	\$90.00	\$9,000.00	\$74.00	\$7,400.00	\$65.00	\$6,500.00
7	Install GAB 8” thick under pavement compacted	610	TN	\$35.00	\$21,350.00	\$25.00	\$15,250.00	\$40.00	\$24,400.00	\$30.20	\$18,422.00	\$30.00	\$18,300.00
8	Install GAB 3.5” thick under curb & gutter	30	TN	\$35.00	\$1,050.00	\$25.00	\$750.00	\$45.00	\$1,350.00	\$43.00	\$1,290.00	\$36.00	\$1,080.00
9	Install complete D/W catch basin 4’- 12’ deep, incl. Tie-Ins	1	EA	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$7,500.00	\$7,500.00	\$5,700.00	\$5,700.00	\$4,800.00	\$4,800.00
10	Hand rails all included	1	LS	\$6,000.00	\$6,000.00	\$2,600.00	\$2,600.00	\$4,800.00	\$4,800.00	\$5,720.00	\$5,720.00	\$3,528.00	\$3,528.00
11	4’ Black vinyl coated chain link - all included	1	LS	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,990.00	\$6,990.00	\$4,200.00	\$4,200.00
12	6’ wide concrete stairs including #4 rebar -(all included)	1	LS	\$22,000.00	\$22,000.00	\$18,500.00	\$18,500.00	\$15,040.00	\$15,040.00	\$12,000.00	\$12,000.00	\$9,500.00	\$9,500.00
13	Install complete re-enforced concrete wall	1	LS	\$80,000.00	\$80,000.00	\$58,500.00	\$58,500.00	\$55,656.00	\$55,656.00	\$49,000.00	\$49,000.00	\$54,000.00	\$54,000.00
14	30” Curb & Gutter	50	LF	\$20.00	\$1,000.00	\$16.50	\$825.00	\$28.00	\$1,400.00	\$17.70	\$885.00	\$19.50	\$975.00
15	24” Curb & Gutter	700	LF	\$15.00	\$10,500.00	\$16.00	\$11,200.00	\$21.00	\$14,700.00	\$16.50	\$11,550.00	\$16.50	\$11,550.00
16	18” RCP Pipe (incl. shoring, excavation & bedding)	62	LF	\$125.00	\$7,750.00	\$55.00	\$3,410.00	\$140.00	\$8,680.00	\$132.00	\$8,184.00	\$55.00	\$3,410.00
17	Asphalt paving Binder course - 2” (220 lb. /SY) thick, Super Pave 19 mm including tack.	250	TN	\$155.00	\$38,750.00	\$113.50	\$28,375.00	\$94.00	\$23,500.00	\$115.70	\$28,925.00	\$110.00	\$27,500.00
18	Recycled Asphalt conc. 9.5 mm SURFACE 1.5” COURSE (165lb./SY/IN) SP, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	180	TN	\$155.00	\$27,900.00	\$124.85	\$22,473.00	\$131.00	\$23,580.00	\$121.70	\$21,906.00	\$110.00	\$19,800.00
19	Install complete concrete Sidewalk, 4” thick incl. bricks, 5’ wide to match existing – incl. hc ramps as per existing as per the drawings	150	SY	\$50.00	\$7,500.00	\$26.00	\$3,900.00	\$87.00	\$13,050.00	\$35.90	\$5,385.00	\$44.00	\$6,600.00
20	Misc. signing & striping including HC Signage & 2X Pedestrian cross walks.	1	LS	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$5,730.00	\$5,730.00	\$1,249.00	\$1,249.00
21	Install complete electrical conduit and secondary splice boxes for street lighting. The City will provide the conduit and secondary splice boxes. Once the conduit is installed and inspected, the City will install the wire and lights.	1	LS	\$17,000.00	\$17,000.00	\$21,000.00	\$21,000.00	\$4,100.00	\$4,100.00	\$12,200.00	\$12,200.00	\$9,889.00	\$9,889.00
22	Tree planting - Ulmus Parvifolia	4	EA	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$1,021.00	\$4,084.00	\$1,095.00	\$4,380.00	\$750.00	\$3,000.00
23	Double ground hardwood mulch - 4"	32	CY	\$10.00	\$320.00	\$40.00	\$1,280.00	\$76.00	\$2,432.00	\$60.30	\$1,929.60	\$64.00	\$2,048.00
24	Tree planting – Japanese Zelkova – 3” Caliper	4	EA	\$800.00	\$3,200.00	\$350.00	\$1,400.00	\$975.00	\$3,900.00	\$1,050.00	\$4,200.00	\$750.00	\$3,000.00
25	Tree planting - Osmanthus x fortunei	28	EA	\$250.00	\$7,000.00	\$45.00	\$1,260.00	\$283.00	\$7,924.00	\$205.00	\$5,740.00	\$125.00	\$3,500.00
26	Tree protection fence	350	LF	\$2.00	\$700.00	\$2.00	\$700.00	\$4.00	\$1,400.00	\$2.26	\$791.00	\$4.50	\$1,575.00
27	Permanent Grass/Sod (Inc. Fert. & Mulch)	8500	SF	\$1.50	\$12,750.00	\$0.85	\$7,225.00	\$1.55	\$13,175.00	\$0.95	\$8,075.00	\$0.75	\$6,375.00
SUBTOTAL				\$444,270.00		\$352,643.00		\$401,793.00		\$361,283.60		\$245,551.95	
	10% City Contingencies			\$44,427.00		\$35,264.30		\$40,179.30		\$36,128.36		\$24,555.20	
TOTAL				\$488,697.00		\$387,907.30		\$441,972.30		\$397,411.96		N/R	

SB028-20
Clayton Street at Nash Street Parking Lot Project
Engineering

				The Dickerson Group, LLC		Woodwind Construction Company, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$7,500.00	\$7,500.00	\$12,150.00	\$12,150.00
2	Mobilization	1	LS	\$6,500.00	\$6,500.00	\$28,350.00	\$28,350.00
3	Erosion Control (all included for all phases)	1	LS	\$4,000.00	\$4,000.00	\$13,500.00	\$13,500.00
4	Site grading complete incl. pavement removal.	1	LS	\$53,500.00	\$53,500.00	\$101,250.00	\$101,250.00
5	Complete demolition of existing concrete driveways, fences, trees, walls, buildings, all concrete, curb & gutter, asphalt paving, storm drain systems, saw cutting etc. & removal and replacement of unsuitable soil including haul off.	1	LS	\$30,000.00	\$30,000.00	\$40,500.00	\$40,500.00
6	INSTALL Concrete work for islands & driveway	100	SY	\$58.00	\$5,800.00	\$85.05	\$8,505.00
7	Install GAB 8” thick under pavement compacted	610	TN	\$35.00	\$21,350.00	\$67.50	\$41,175.00
8	Install GAB 3.5” thick under curb & gutter	30	TN	\$40.00	\$1,200.00	\$67.50	\$2,025.00
9	Install complete D/W catch basin 4’- 12’ deep, incl. Tie-Ins	1	EA	\$6,500.00	\$6,500.00	\$10,125.00	\$10,125.00
10	Hand rails all included	1	LS	\$5,250.00	\$5,250.00	\$32,400.00	\$32,400.00
11	4’ Black vinyl coated chain link - all included	1	LS	\$15,000.00	\$15,000.00	\$10,125.00	\$10,125.00
12	6’ wide concrete stairs including #4 rebar -(all included)	1	LS	\$25,500.00	\$25,500.00	\$40,500.00	\$40,500.00
13	Install complete re-enforced concrete wall	1	LS	\$75,000.00	\$75,000.00	\$56,700.00	\$56,700.00
14	30” Curb & Gutter	50	LF	\$32.00	\$1,600.00	\$27.00	\$1,350.00
15	24” Curb & Gutter	700	LF	\$30.00	\$21,000.00	\$20.25	\$14,175.00
16	18” RCP Pipe (incl. shoring, excavation & bedding)	62	LF	\$85.00	\$5,270.00	\$135.00	\$8,370.00
17	Asphalt paving Binder course - 2” (220 lb. /SY) thick, Super Pave 19 mm including tack.	250	TN	\$145.00	\$36,250.00	\$202.50	\$50,625.00
18	Recycled Asphalt conc. 9.5 mm SURFACE 1.5” COURSE (165lb./SY/IN) SP, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	180	TN	\$145.00	\$26,100.00	\$202.50	\$36,450.00
19	Install complete concrete Sidewalk, 4” thick incl. bricks, 5’ wide to match existing – incl. hc ramps as per existing as per the drawings	150	SY	\$55.00	\$8,250.00	\$72.90	\$10,935.00
20	Misc. signing & striping including HC Signage & 2X Pedestrian cross walks.	1	LS	\$9,500.00	\$9,500.00	\$5,400.00	\$5,400.00
21	Install complete electrical conduit and secondary splice boxes for street lighting. The City will provide the conduit and secondary splice boxes. Once the conduit is installed and inspected, the City will install the wire and lights.	1	LS	\$10,000.00	\$10,000.00	\$8,100.00	\$8,100.00
22	Tree planting - Ulmus Parvifolia	4	EA	\$550.00	\$2,200.00	\$742.50	\$2,970.00
23	Double ground hardwood mulch - 4"	32	CY	\$40.00	\$1,280.00	\$135.00	\$4,320.00
24	Tree planting – Japanese Zelkova – 3” Caliper	4	EA	\$800.00	\$3,200.00	\$500.00	\$2,000.00
25	Tree planting - Osmanthus x fortunei	28	EA	\$300.00	\$8,400.00	\$200.00	\$5,600.00
26	Tree protection fence	350	LF	\$3.00	\$1,050.00	\$4.00	\$1,400.00
27	Permanent Grass/Sod (Inc. Fert. & Mulch)	8500	SF	\$0.95	\$8,075.00	\$1.35	\$11,475.00
SUBTOTAL				\$399,275.00		\$560,475.00	
	10% City Contingencies			\$39,927.50		\$56,047.50	
TOTAL				\$439,202.50		\$616,522.50	

Recommended Vendor:

Helix Group, Inc.
1375 Oakley Ind. Blvd.
Fairburn, GA 30213
470-491-4504
stephanie@helixgroupinc.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING JULY 27, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Amendment to Agreement with Impact 46
Department:	City Manager
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	\$100,000
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval of an Amendment #1 to the Agreement dated April 27, 2020 with Impact 46, Inc. and approval for the Mayor to sign any and all documents to effectuate the Amendment.

Summary: The Agreement established a strategic partnership with Impact 46 to provide a specific scope of work to be accomplished through the Lawrenceville Response Center (LRC). It is the desire of the City to amend paragraph 4, SCOPE OF WORK of the AGREEMENT to incorporate additional services and paragraph 6, FEES AND EXPENSES to account for the costs of the additional services being provided.

Fiscal Impact: \$100,000 in addition to the \$125,000 original Agreement amount.

Attachments/Exhibits: Amendment #1 to Agreement

Addendum #1

This **ADDENDUM # 1** is made to an **AGREEMENT** that was made and entered into on the 27th day of April, 2020 by and between the City of Lawrenceville, Georgia, a political subdivision of the State of Georgia, hereinafter referred to as the “City,” and Impact 46, Inc., a domestic nonprofit corporation, hereinafter referred to as “Impact 46.”

Said AGREEMENT did establish a strategic partnership with Impact 46 to provide a specific scope of work to be accomplished through the Lawrenceville Response Center (LRC). It is the desire of the City to amend the AGREEMENT to incorporate additional services and change the structure of the funding.

Paragraph 4, SCOPE OF WORK of the AGREEMENT is hereby amended to add the following services:

3. Impact 46 will provide relocation services to residents who may be displaced during and after the acquisition of property by the City. Assistance will consist of help with finding suitable housing and financial assistance to the extent determined by Impact 46 within the parameters set in consultation with the City.

Paragraph 6. FEES AND EXPENSES, is hereby deleted in its entirety and a new Paragraph 6. is inserted as follows:

6. FEES AND EXPENSES:

The City agrees to pay Impact 46 an amount not to exceed \$225,000.00, to facilitate the SCOPE OF WORK outlined in paragraph 4 as amended herein. Impact 46 must document expenditures and will be required to return any unobligated monies to the City upon the termination of this Agreement. Nothing in this Agreement or Amendment #1 shall act to prevent Impact 46 from seeking other sources of funding and revenue to accomplish the SCOPE OF WORK as amended.

Nothing contained herein shall change any other part of the AGREEMENT unless acknowledged in a written amendment approved and signed by both parties. The parties agree that the terms of this AMENDMENT include the entire AMENDMENT between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this AMENDMENT.

(Signatures on the following page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **AGREEMENT** to be signed, sealed and delivered this _____ day of July, 2020.

Impact 46, INC

CITY OF LAWRENCEVILLE,
GEORGIA

By: _____
Jennifer Young, Executive Director

By: _____
David R. Still, Mayor
City of Lawrenceville

ATTEST:

ATTEST:

Signature

Karen Pierce, City Clerk
City of Lawrenceville

(Seal)

(Seal)

APPROVED AS TO FORM:

Signature
City Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

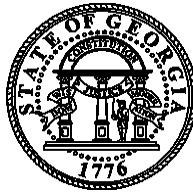
MEETING: REGULAR MEETING, JULY 27, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Memorandum of Understanding - Gwinnett County Adult Abuse, Neglect, and Exploitation Multidisciplinary Team (MDT)
Department:	Police
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	TBD
Presented By:	Tim Wallis
Action Requested:	Approve the Memorandum of Understanding for the Gwinnett County Adult Abuse, Neglect, and Exploitation Multidisciplinary Team (MDT) and authorize the Police Chief to execute the agreement upon review and approval of the City Attorney.

Summary: Among the types of cases we prosecute are elder and disabled adult abuse cases, both physical and financial. Something that will assist us greatly in our efforts to both prosecute cases and ensure that victims are receiving needed services is the establishment of a multidisciplinary team involving the DA's office, law enforcement and various other entities that deal with these types of cases. The establishment of a multidisciplinary team is provided for under Georgia law under O.C.G.A. 30-5-11.

Attachments/Exhibits:
Elder Abuse MOU



**OFFICE OF THE DISTRICT ATTORNEY
GWINNETT JUDICIAL CIRCUIT**

Memorandum of Understanding (MOU)

Gwinnett County Adult Abuse, Neglect, and Exploitation Multidisciplinary Team (MDT)

I. Purpose and Scope of Service

Adult Abuse, Neglect, and Exploitation Multidisciplinary Teams are a multiagency, multi-partnered approach to assessment, investigation, prosecution, and review of abuse cases involving elder persons, disabled adults, and residents of long-term care facilities. MDT members work in collaboration to address systematic issues, review cases, and holistically address the needs of vulnerable adults in the local community. The collaborative effort shall include the lawful sharing of information received or generated in the course of each MDT Members investigations, responses, or activities.

This MDT has been founded by the District Attorney of the Gwinnett Judicial Circuit in the State of Georgia pursuant to O.C.G.A. § 30-5-11. The purpose of this MDT is to bring together both local and regional organizations (to include prosecution, law enforcement, governmental, regulatory, and social services) who may interact with, assist, serve, investigate, or enforce state and federal laws in cases where elderly or disabled adults may have been abused or taken advantage of in order to accomplish one or more of the following goals to be determined by the District Attorney and/or the MDT Officers.

1. Increase awareness of the issues of at-risk adult abuse, neglect, and exploitation;
2. Increase identification and reporting of at-risk adult abuse to state authorities by both mandated reporters and the general population;
3. Improve cooperation and coordination between MDT member agencies;
4. Assist in the investigation and prosecution of crimes against the at-risk adult population in the Gwinnett Judicial Circuit;
5. Improve methods and outcomes for investigations of crimes against at-risk adults;
6. Coordinate dismantling of unlicensed personal care homes where disabled adults and/or elder persons have been illegally housed or trafficked;
7. Coordinate the collaborative review of responses to suspected instances of abuse, neglect, and exploitation of at-risk adults;
8. Identify opportunities and local resources within local jurisdictions to improve policies and procedures in the notification of and response to abuse, neglect, and exploitation of at-risk adults;
9. Protect the rights of elder persons and disabled adults under the law;
10. Improve outcomes for elder persons and disabled adults who have been victimized while safeguarding against future victimization.

1 These goals shall be re-evaluated periodically by the MDT Members and altered with approval
2 of the District Attorney and/or MDT Officers.

3
4 This MDT shall operate under the basic procedures created by this MDT and under the various
5 related state and federal laws that might apply. This MDT shall meet to create and adopt its own
6 protocols or operating procedures as is necessary for efficient operation. Such rules and
7 procedures may be amended or altered from time to time with approval of the District Attorney
8 and/or MDT Officers.

9
10 The full MDT shall meet at least two (2) times per year, but may choose to meet with the whole
11 team or with smaller sub-groups or working groups at intervals chosen by the MDT Officers.
12 The MDT may choose to create and operate sub-groups or working groups to create more
13 effective and efficient use of the member groups volunteered time, resources, and services.

14
15
16 **II. Membership**

17 As selected by the District Attorney of the Gwinnett Judicial Circuit, and in accordance with
18 O.C.G.A. § 30-5-11, this MDT shall consist of the following charter members who have agreed
19 to participate and who will be signing this MOU or whose representative will be signing:

- 20
21 1. The District Attorney or his or her designee
22 2. The Georgia Bureau of Investigation (GBI)
23 3. Gwinnett County Police Department
24 4. Gwinnett County Sheriff’s Department
25 5. Duluth Police Department
26 6. Lawrenceville Police Department
27 7. Lilburn Police Department
28 8. Norcross Police Department
29 9. Snellville Police Department
30 10. Suwannee Police Department
31 11. Gwinnett County Fire and Emergency Services
32 12. Gwinnett County Medical Examiner’s Office
33 13. Georgia Department of Human Services, Division of Aging Services, Adult Protective
34 Services and Forensic Special Initiatives Unit
35 14. Mosaic Georgia – Sexual Assault Center
36

37 Should charter members change or be added or removed after the signing of this MOU, an
38 addendum page with the appropriate signature only will be added, and this document will stand
39 as the original.

III. MDT Officer Positions, Duties, and Responsibilities

The following designees are hereby appointed as Officers of the MDT:

1. Chair – District Attorney Danny Porter or Designee

The Chair shall ensure the MOU is signed by all Members and followed correctly at all meetings. The Chair shall have the authority to make all executive decisions on behalf of the MDT in consultation with the MDT Officers. The Chair shall report regular MDT updates to the District Attorney. The Chair shall also coordinate with other Officers to ensure compliance with the reporting requirement of O.C.G.A. § 30-5-11(f).

2. Coordinator – Detective Justin Von Behren, GCPD

The Coordinator shall facilitate and manage meetings and shall have the authority to coordinate, organize and recruit other Members to engage in that effort. The Coordinator shall ensure that all attendees have signed the confidentiality rules.

3. Secretary – Detective Andrew Scott, GCPD

The Secretary shall record minutes for each MDT meeting, which will include a tracking of each case that is reviewed and/or evaluated by the MDT. The Secretary shall manage correspondence to include invitations, letters, and current contact information for each MDT Member.

Records will be retained subject to retention requirements under the Official Code of Georgia.

The District Attorney may add or remove officer positions at the discretion of the District Attorney.

IV. Member Duties and Responsibilities

All members and member organizations must agree to and sign this Memorandum of Understanding to be so authorized to participate in the MDT in any manner. MDT Duties and Responsibilities include:

1. Meet regularly, as determined by the District Attorney or his or her designee provided, however, meetings shall be held at least semi-annually.
2. Coordinate the collaborative review of responses to instances of abuse, neglect, and exploitation of disabled adults, long-term care residents, and elder persons and recommend improvements in responses to such instances of misconduct.
3. Coordinate on investigations of instances of unlicensed personal care homes, or of suspected abuse, neglect, or exploitation, of at-risk adults that are based on reports made to Adult Protective Services, Healthcare Facility Regulation, law enforcement, or entities represented on the MDT.
4. Provide a forum for education and discussion, assessment and review of cases.
5. Respectfully engage, discuss, and work diligently together towards the goals of the MDT and/or Memorandum of Understanding.
6. Remain cognizant that the victim is a person, not a number or statistic, and work diligently to help that victim while respecting his or her rights.

- 1 7. Work diligently towards the goals and suggestions of the MDT within each member
- 2 agency's legal authority.
- 3 8. Review and address issues to evaluate system response.
- 4 9. All attendees must sign a confidentiality statement.

5 **V. Confidentiality**

6 The MDT, all MDT members, and all MDT member organizations agree to comply with all
7 applicable State and Federal laws as well as this Memorandum of Understanding in order to
8 maintain the confidentiality of all records discussed or shared with this groups and about the
9 circumstances surrounding the allegations of abuse, neglect and/or exploitation, the
10 investigations and evidence discovered by all relevant member agencies in looking into the
11 abuse, neglect and/or exploitation, and any plans or steps taken to prevent abuse, neglect and/or
12 exploitation.

13
14 Each collaborative partner will abide by confidentiality regulations that are within their
15 organization, agency, or supervising authority to the extent that such regulations do not run
16 counter to state or federal law. Each member agency does agree, by authorizing this
17 Memorandum of Understanding, that all information is secured in this review meeting and will
18 remain confidential and will not be used for reasons other than that which it is intended. No
19 material will be taken from the meeting that includes case identifying information, except as
20 allowed under the law in accordance with the rules of this MDT.

21
22 Any MDT member who discloses or uses information in violation of O.C.G.A. § 30-5-11 may be
23 subject to criminal penalties.
24

25 **VI. Conflict of Interest**

26 The MDT does not act out of partiality, familiarity, bias, concealment, jealousy, or other bad
27 faith. Any member with a history or connection to any party to a case must refrain from
28 participating in any discussion about that case and be restricted from receiving or accessing any
29 information about that case.

- 30 1. All members must agree to recuse themselves from any group meeting discussion if the
31 accused, victim, or other named individual important to the case is any of the following:
 - 32 i. Family member by marriage or blood to the 2nd degree,
 - 33 ii. Business partner or associate,
 - 34 iii. Regular or frequent business client,
 - 35 iv. Residential neighbors,
 - 36 v. Known well to that member by close interactions in social organizations, church or
 - 37 religious organizations, or other social group, or
 - 38 vi. Friendly acquaintance.
- 39
40 2. Upon receipt of the cases to be discussed at the next MDT meeting, the member
41 representative must inform the group leader of any known conflicts as soon as any
42 conflicts are detected. That member must refrain from participation in, at least, any
43 discussion involving the case for which there is a conflict and may have to be absent from

1 that MDT meeting. The member organization may send an alternate member, if the
2 conflict is of a personal and not organizational nature.

3
4 If the member or member organization is uncertain if there is an actual conflict, it is
5 strongly recommended that they disclose any known details of the potential conflict to
6 the MDT Officers who will determine as to whether that member or member organization
7 can participate in that particular case discussion.
8

9 **VII. Other Provisions**

10 The following other provisions and understandings apply to the Memorandum.

- 11 1. **Term:** This MOU shall begin effective from the date it is signed and shall continue for
12 one (1) year or until such time as it is revised or terminated by the District Attorney or
13 member parties, whichever comes first.
- 14 2. **Termination:** This MOU may be cancelled or terminated by the District Attorney;
15 further, member agencies may withdraw upon a thirty (30) day written notice from an
16 authorized representative to the District Attorney and Coordinator of the MDT.
17 Termination may also occur by operation of law or act of the General Assembly so as to
18 render this MOU null and void.
- 19 3. **Defined relationship:** It is expressly agreed that this MOU is not to be construed as
20 creating a partnership, joint venture, master-servant, principal-agent, or other relationship
21 for any purpose. The sole purpose is to define the purpose, scope, duties, responsibilities
22 and requirements of confidentiality and conflict of interest for the member parties and
23 agencies.
- 24 4. **Financial Obligation:** There is no charge, fee, or cost obligation to becoming a member
25 and participating as a signor on this MOU. There should be no financially binding
26 obligations to joining the MDT.

27

1 **VIII. Authorized Signatures**

2 By the names affixed hereto, the undersigned agree to abide by all the terms of the Memorandum
3 of Understanding for this Adult Abuse, Neglect, and Exploitation Multidisciplinary Team.

4 So signed and agreed this ____ day of _____, 20____.

Office of the District Attorney or Designee Name: Danny Porter	Norcross Police Department Name:
Georgia Bureau of Investigation (GBI) Name:	Snellville Police Department Name:
Gwinnett County Police Department Name:	Suwanee Police Department Name:
Gwinnett County Sheriff’s Office Name:	Gwinnett County Fire and Emergency Services Name:
Duluth Police Department Name:	Gwinnett County Medical Examiner’s Office Name:
Lawrenceville Police Department Name:	Department of Human Services Name: Robin Crittenden, Commissioner
Lilburn Police Department Name:	Mosaic Georgia – Sexual Assault Center Name:

1