



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, May 11, 2022
5:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

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

- [1.](#) RZC2022-00036; Lawrenceville Land Holdings, LLC; 489 W Pike Street, 100 Dons Way, 445 W Pike Street, 442 Buchanan Street
- [2.](#) Stormwater Master Plan Proposal
- [3.](#) Georgia Transportation Infrastructure Bank (GTIB) Agreement for Grant Program for the Scenic Highway at Jackson/New Hope Rd Intersection Improvement Project
- [4.](#) 2022 Annual LMIG Resurfacing Project
- [5.](#) Purchase of Transformers
- [6.](#) Power Pole Replacement Service on an Annual Contract
- [7.](#) Replacement Ford Explorer for Police Unit 152
- [8.](#) Amend Chapter 8, Animals of the Code of Ordinances of the City of Lawrenceville
- [9.](#) Approval of a Resolution to Adopt Amended and Restatement of the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for the City of Lawrenceville

[10.](#) School Zone Safety Cameras Communication Plan

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: NEW BUSINESS

Item: RZC2022-00036; Lawrenceville Land Holdings, LLC; 489 W Pike Street, 100 Dons Way, 445 W Pike Street, 442 Buchanan Street

Department: Planning and Development

Date of Meeting: Wednesday, May 11, 2022

Presented By: Todd Hargrave, Planning and Development Director

Planning Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Approval with Planning Commission recommended Conditions**

Summary: The applicant request rezoning of a 4.624-acre parcel assemblage from BG (General Business District) and LM (Light Manufacturing District) to BG (General Business District), to allow a development to provide a wide range of retail and service commercial establishments.

Attachments/Exhibits:

- **RZC2022-00036_Report**
- **RZC2022-00036_Planning and Development Recommendations**
- **RZC2022-00036_PC RECOMMENDATION_05022022**
- **RZC2022-00036_Application**
- **RZC2022-00036_Letter of Intent**
- **RZC2022-00036_Composite Drawing**

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

CASE NUMBER: RZC2022-00036

APPLICANT: LAWRENCEVILLE LAND HOLDINGS, LLC.

CONTACT: ERIC JOHANSEN

PHONE NUMBER: 678.571.4843

LOCATION: 489 WEST PIKE STREET

PARCEL ID: R5144 023A, R5144 027, R5144 030, PORTION OF R5144 031 AND DEDICATED BUCHANAN STREET RIGHT-OF-WAY

ACREAGE: 4.624 ACRES

ZONING PROPOSAL: BG (GENERAL BUSINESS DISTRICT) AND LM (LIGHT MANUFACTURING DISTRICT) TO BG (GENERAL BUSINESS DISTRICT)

PROPOSED DEVELOPMENT: GENERAL BUSINESS

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

ZONING HISTORY:

In 1960, the subject property was zoned BG and LM. In 2018, a portion of the subject property (PIN 5144 023A) was zoned BG (General Business District), pursuant to RZ-18-04.

PROJECT DATA

The applicant request rezoning of a 4.624-acre parcel assemblage from BG (General Business District) and LM (Light Manufacturing District) to BG (General Business District), to allow a development to provide a wide range of retail and service commercial establishments. The subject property is located along the northern right-of-way of W. Pike Street (S.R. 120), just west of its intersection with Dons Way (Public Works Drive). The property is primarily vacant, consisting of a portion of a City of Lawrenceville parking lot utilized by Public Works for employee

parking, with the remainder of the site is being undeveloped. Current conditions provide six (6) curb-cuts along this segment of W. Pike Street.

The area along the W. Pike Street (S.R. 120) corridor could be characterized by commercial, office and light industrial uses, and zoning. The subject property is bounded to the west by W. Pike Street (S.R. 120), to the north by CSX Railroad Right-of-Way, to the east by the City of Lawrenceville Public Works facility, and to the south by Public Works Drive (Dons Way). The majority of zoning and use along this segment of W. Pike Street (S.R. 120) consist of primarily automotive related uses, which includes convenience, maintenance, rental, repair, sales and service facilities. In addition, this segment includes places of worship, a retail center with restaurant and office institutional facility are located near by. Beyond the corridor are a number of light manufacturing uses and zoning, consisting of the City of Lawrenceville Public Works facility, mini-warehouse facilities and an outdoor storage facility. The proposed uses and zoning may be considered consistent with the surrounding area, but the existing landscape is in need of positive growth rather than maintaining the present circumstances along this segment of W. Pike Street (S.R. 120). Therefore, the proposal of new retail buildings and uses could be considered as a positive and a change in the right direction.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Community Mixed Use Character Area. This Character Area recognizes large-scale redevelopment opportunities, such as the requested, are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on existing industrial or commercial character. Community Mixed Use areas are primarily located near Downtown, and could benefit from the “halo effect” of high-quality development already happening nearby. For this to happen, heavy industrial and noxious uses would need to relocate, and dumping and other poor environmental practices must be eliminated. Therefore, factors should be included to discourage strip centers with large surface parking lots and a reduction in curb cuts. Instead, the emphasis should promote connectivity between commercial/retail facilities through access management, new neighborhood shopping centers; beautiful landscaping; and the re-use of under-used lots and the revitalization of an ignored segment of W. Pike Street (S.R. 120).

The proposal, if properly conditioned, with an emphasis on design, landscaping, re-use and revitalization, the proposed request could become an example of the city’s efforts to expand the “halo effect” throughout the city limits. Therefore, the

Planning and Development recommends **APPROVAL WITH CONDITIONS** of the requests.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

PUBLIC WORKS

We have City Natural Gas, City Electric & fiber that serves the LPW site running along the Buchanan St ROW. (the fiber is a dedicated City fiber that runs from City Hall to LPW).

The City is good with abandoning this ROW, but an easement should be in place to protect these underground utilities.

If the applicant wants to relocate these utilities, and thus eliminate or adjust the easement, that can be discussed as well.

ELECTRIC DEPARTMENT

City of Lawrenceville Power has underground utilities in the area. These will need to be relocated at the developers expense. Future developments will be served underground at the developer's expense.

Please direct any questions regarding Power to Huston Gillis or Mike Tatum.

GAS DEPARTMENT

A utility easement for gas, electric and water lines that feed the LPW facility and along SR 120 will be required.

DAMAGE PREVENTION DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

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

1. **Will the Rezoning proposal allow a use that is suitable in view of the use and development of an adjacent and nearby property?**

Yes. The proposed rezoning would be suitable of in view of similar uses and zoning in the immediate area.

2. **Will the Rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?**

No. The proposed zoning classification would be compatible with surrounding uses and zoning in the immediate area.

3. **Does the property to be affected by the Rezoning proposal have a reasonable economic use as currently zoned?**

Yes, the property affected by the proposed rezoning has a reasonable economic use as currently zoned.

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, the proposed rezoning could result in a use which could cause an excessive or burdensome use of existing streets, transportation facilities or utilities. The proposed rezoning would not result or cause an excessive or burdensome use of schools.

5. **Is the Rezoning proposal in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan?**

Yes, the rezoning proposal is in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan. The subject property has remained vacant for several years and redevelopment of an under utilized parcels of land would be consistent with the intent of the Comprehensive Plan.

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, the proposed rezoning would allow the applicant an opportunity to use the property in compliance with the rules and regulations of the City of Lawrenceville.

PLANNING AND DEVELOPMENT

RECOMMENDATIONS

RZC2022-00036

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

- 1.** To restrict the use of the property as follows:
 - A.** Retail service-commercial uses and accessory uses. The following uses shall be prohibited:
 - Auction House
 - Automobile Accessories Sales and Installation
 - Automobile Body Repair, Painting or Rebuilding
 - Automobile Broker
 - Automobile Manufacturing Plant
 - Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
 - Automobile Parts Store (with/without installation)
 - Automobile Repair and Maintenance (Principal Use)
 - Automobile Sales or Auction and Related Service (indoor/outdoor sales)
 - Automobile Wash (Carwash)
 - Bail Bonding
 - Building Materials Sales (indoors/outdoors)
 - Depot / Passenger Terminal (bus or rail)
 - Garden Supply Center
 - Hookah/Vapor Bar or Lounge
 - Machine Shop
 - Maintenance Shop (fleet vehicles)
 - Motorcycle and Personal Watercraft Sales and Related Service

- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility

B. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited;

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited;

D. Outdoor storage shall be prohibited;

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

2. To satisfy the following site development considerations:

A. The development shall be constructed in general accordance with the site plan, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and Development Regulations, Final design shall be subject to the review and approval of the Director of Planning and Development.

B. Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.

C. Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of

Planning and Development.

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

PLANNING COMMISSION

RECOMMENDATIONS_05032022

ADDITIONS - DELETIONS

RZC2022-00036

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 - Automobile Body Repair, Painting or Rebuilding
 - Automobile Broker
 - Automobile Manufacturing Plant
 - Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
 - Automobile Parts Store (with/without installation)
 - Automobile Repair and Maintenance (Principal Use)
 - Automobile Sales or Auction and Related Service (indoor/outdoor sales)
 - Automobile Wash (Carwash)
 - Bail Bonding
 - Building Materials Sales (indoors/outdoors)
 - Depot / Passenger Terminal (bus or rail)
 - **Dollar or Variety Store**
 - Garden Supply Center
 - Hookah/Vapor Bar or Lounge
 - Machine Shop

- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
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- Title Loan Facility

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LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Lawrenceville Land Holdings, LLC</u> ADDRESS: <u>6083 Shadburn Ferry Road</u> CITY: <u>Buford</u> STATE: <u>GA</u> ZIP: <u>30518</u>	NAME: <u>Downtown Development Authority of the City of Lawrenceville, GA</u> ADDRESS: <u>PO Box 502</u> CITY: <u>Lawrenceville</u> STATE: <u>GA</u> ZIP: <u>30046</u>
CONTACT PERSON: <u>Eric Johansen, agent for Lawrenceville Land Holdings, LLC</u> PHONE: <u>678-571-4843 cell</u> <u>eric@universalplanningllc.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.	
** Previous Zoning Case RZ-18-04 PRESENT ZONING DISTRICT(S): <u>BG & LM</u> REQUESTED ZONING DISTRICT: <u>BG</u> 5144 023A, 5144 030, 5144 027, 5144 031 (portion) PARCEL NUMBER(S): <u>* also includes the former Buchanan St r/w</u> ACREAGE: <u>+/- 4.624 acres (assembled)</u> ADDRESS OF PROPERTY: <u>West Pike Street, Lawrenceville, GA 30046</u>	

SIGNATURE OF APPLICANT DATE

John B. Williams, manager

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

Lee Merritt, Chairman

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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PARCEL NUMBER(S): <u>* also includes the former Buchanan St r/w</u> ACREAGE: <u>+/- 4.624 acres (assembled)</u>	
ADDRESS OF PROPERTY: <u>West Pike Street, Lawrenceville, GA 30046</u>	

[Signature] 3-3-2022
 SIGNATURE OF APPLICANT DATE

 SIGNATURE OF OWNER DATE

John B. Williams, manager
 TYPED OR PRINTED NAME

Lee Merritt, Chairman
 TYPED OR PRINTED NAME

[Signature] 3-3-2022
 NOTARY PUBLIC DATE
 Brenda Taylor
 NOTARY PUBLIC
 Franklin County
 State of Georgia
 My Comm. Expires May 5th, 2023

 NOTARY PUBLIC DATE



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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SIGNATURE OF APPLICANT DATE

John B. Williams, manager
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Lee Merritt 3.3.2022
SIGNATURE OF OWNER DATE

Lee Merritt, Chairman
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

3.3.2022





LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

Lawrenceville Land Holdings, LLC
6083 Shadburn Ferry Road
Buford, GA 30518

March 3, 2022

Mayor David Still
Mayor Pro Tem Glenn Martin
Council Member Victoria Jones
Council Member Marlene Taylor Crawford
Council Member Austin Thompson
70 South Clayton Street
Lawrenceville, GA 30046

**Re: Letter of Intent for Rezoning Application
West Pike Street Commercial Development (the "Project")**

**Gwinnett County Tax Parcels: 5144 023A, 5144 030, 5144 027, 5144 031 (a portion of this tax parcel), and the former Buchanan Street right of way (collectively hereinafter the "Property")
City of Lawrenceville, GA (the "City")**

Mayor Still and City Council Members,

Universal Planning and Development, LLC ("Universal") is submitting the Rezoning Application (the "Application") on behalf of Lawrenceville Land Holdings, LLC (the "Applicant"), for a **change in zoning from B-G and L-M to B-G** on the Property. The Applicant is currently under contract with the Downtown Development Authority of the City of Lawrenceville, GA, effective date of 01/03/2022, to purchase the assembled Property which is approximately ±4.624 acres in overall size, see Exhibit "A". All the Property is currently owned by the City of Lawrenceville (the "Owner"). The **Applicant is the Contract Purchaser** of the Property subject to the successful rezoning to B-G, available sanitary sewer capacity, full-service traffic signal at Pike Park Place and West Pike Street intersection, easement to the existing storm water facility located on the adjacent public works property, and an approved final plat for the subdivision of the Property (potentially into multiple phases).

Commercial Proposal

The Applicant intends to develop the Property commercially in at least two (2) phases consisting of retail and restaurant uses (with and without drive thru service windows) on both sides of a proposed full-service traffic signal to be located at the intersection of West Pike Street and Pike Park Drive. Previously the Property was approved for commercial uses under RZ-18-04, see Exhibit "B". The previous rezoning of the Property was limited to approximately ±3.0 acres and was driven by a site plan referenced in Exhibit "B" that is no longer applicable to the Property given the assembled area has increased in acreage and the vehicular access options have changed.

The Applicant is requesting the City to approve the Application, as submitted, without being specific to a certain site plan or architecture elevations. By providing the Applicant this flexibility, we can now market to all retail and restaurant uses interested in doing business in the City with as few restrictions as possible. Each prospective user will have its own unique site layout or requirements that we can best work around the proposed traffic signal location and the overall acreage of the Property which will help maximize the land coverage and place the users where they best fit.

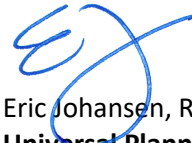
Within our purchase and sale agreement with the Owner for the Property, the Applicant has agreed to restrict the land uses as described on Exhibit "C". The proposed commercial development will be serviced by Gwinnett County water and sanitary sewer. Additionally, the proposed commercial development will have access to master detention provided on the adjacent City of Lawrenceville Public Works property. All of the electric services will be provided by the City.

Previously the former Buchanan Street right of way was abandoned, see Exhibit "D" for the title document providing such abandonment action.

Summary

The previously approved conditions of rezoning described in Exhibit "B" generally work for the Property but will need to be altered to remove any site-specific references, site plans, building elevations or acreages. The Applicant respectfully requests from the City the approval of our Application to change the zoning of the Property from B-G and L-M to B-G. Should you need any additional information please reach out to me via email at eric@universalplanningllc.com or by phone at (678) 571-4843.

Thank you for your consideration,



Eric Johansen, RLA
Universal Planning and Development, LLC
Vice President of Development
Agent for the Applicant

cc: Lawrenceville Land Holdings, LLC
File

Exhibit "A"
The Property
±4.624 acres (assembled)

Exhibit "B"
Previous Commercial Rezoning Conditions
RZ-18-04

MAYOR AND COUNCIL
 CITY OF LAWRENCEVILLE, GEORGIA
 RESOLUTION

READING AND ADOPTION:

At the regular meeting of the Mayor and Council of the City of Lawrenceville, held at City Hall, 70 S. Clayton Street, Lawrenceville, Georgia.

<u>PRESENT</u>	<u>VOTE</u>
<u>Judy Jordan Johnson</u> , Mayor	<u>No</u>
<u>Bob Clark</u> , Councilmember	<u>No</u>
<u>Tony Powell</u> , Councilmember	<u>Yes</u>
<u>Keith Roche</u> , Councilmember	<u>Yes</u>
<u>David Still</u> , Councilmember	<u>Yes</u>

On motion of Councilman Still, which carried 3-2, the following resolution was adopted:

A RESOLUTION TO AMEND THE OFFICIAL ZONING MAP

WHEREAS, the Planning Commission of the City of Lawrenceville has held a duly advertised public hearing and has filed a formal recommendation with the Mayor and Council of the City of Lawrenceville upon an Application to Amend the Official Zoning Map from BG & LM to BG by COR Properties LLC for the proposed use of a General Business Uses on a tract of land described by the attached legal description, which is incorporated herein and made a part hereof by reference; and

WHEREAS, notice to the public regarding said Amendment to the Official Zoning Map has been duly published in THE GWINNETT DAILY POST, the Official News Organ of the City of Lawrenceville; and

WHEREAS, a public hearing was held by the Mayor and Council of the City of Lawrenceville on May 7th, 2018 and objections were not filed.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Lawrenceville this the 7th day of May, 2018, that the aforesaid application to amend the Official Zoning Map from BG & LM to BG is hereby APPROVED.

Approval as BG subject to the following enumerated conditions:

1. The property shall be developed in general accordance with the submitted site plan, with changes necessary to meet conditions of zoning, requirements of the zoning ordinance and/or development regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
2. The buildings shall be consistent with City architectural standards. The combined use of stucco and/or architectural block shall not exceed 25% of any building elevation.
3. The development shall meet the standards of Article VIII of the Development Regulations for parking lot trees and a landscape strip along the frontage of West Pike Street. Based on the linear street frontage of the property, the owner shall plant a minimum of 16 street trees and plant a minimum of 48 evergreen shrubs. All plant material must be installed according to specifications outlined in Article VIII.
4. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
5. The following uses shall be prohibited:
 - Bail Bonding
 - Hookah/Vapor Bar or Lounge
 - Pawn Shop
 - Smoke or Novelty Shop
 - Tobacco or Novelty Shop
 - Tattoo and Body Piercing
 - Title Loan Facility
6. Sign walkers and sign twirlers shall be prohibited.

Judy Jordan Johnson, Mayor

Date Signed: _____

ATTEST:

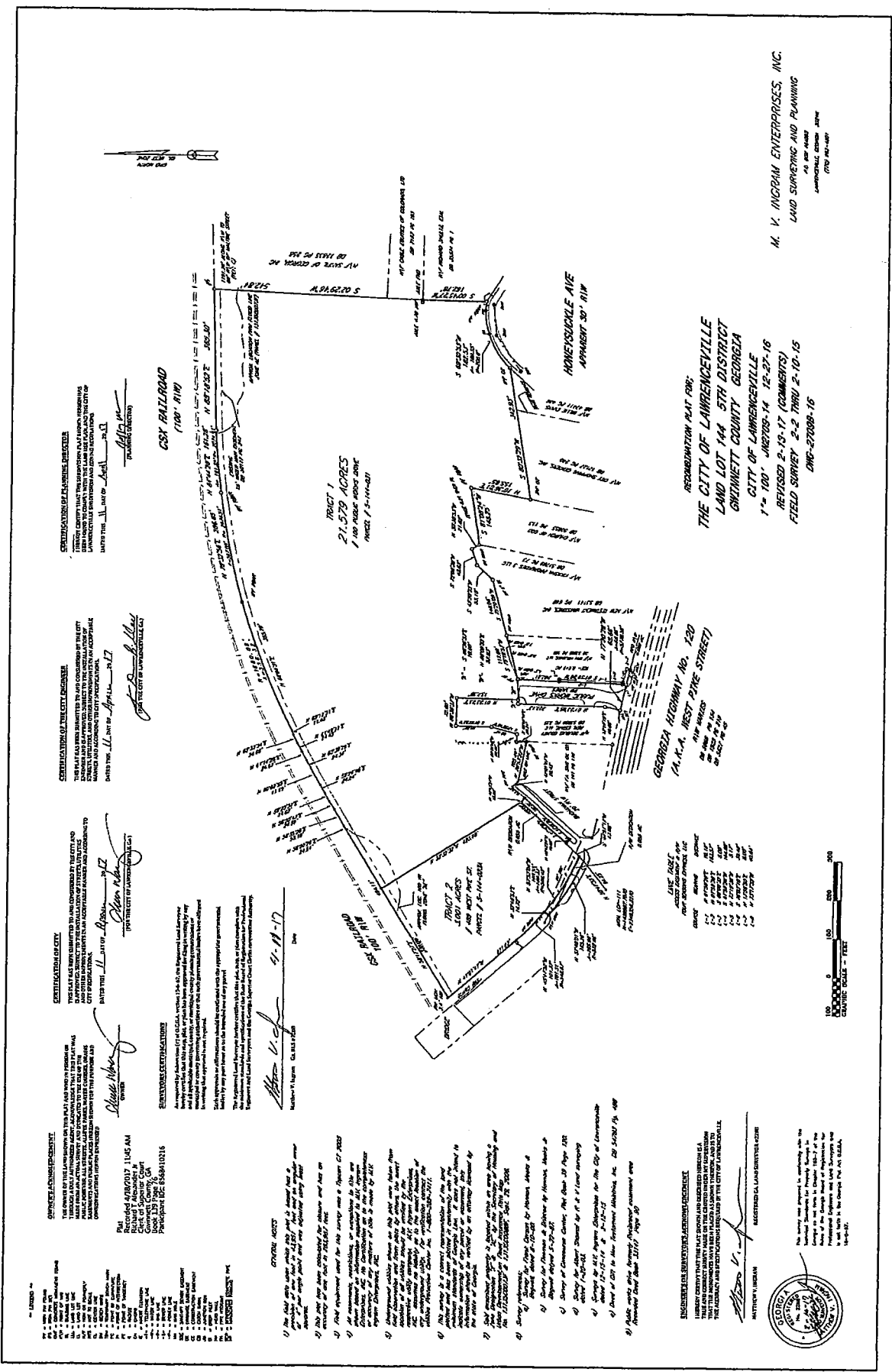
Karen Pierce, City Clerk

Exhibit "C"
The Purchase and Sale Agreement
Excluded Uses

The Pike Property (and the Existing Budget Property, if applicable, to the extent acquired by Seller or Purchaser) shall be restricted from the following uses:

1. Any night club or discotheque.
2. Any secondhand store (except this prohibition does not apply to a bona-fide retail operation commonly found in first class shopping centers, such as Plato's Closet and Once Upon a Child, but specifically excludes thrift shops and charity donation centers such as Goodwill).
3. Any living quarters, sleeping apartments or lodging rooms.
4. Any mortuary.
5. Any dumping, disposal, incineration or reduction of garbage (exclusive of appropriately screened dumpsters located in an approved place by the City).
6. Any "dollar store" or "big lots" type discount store or other similar operation selling merchandise at less than full retail price.
7. Any place of religious worship.
8. Any business in the operation of advertising a "fire sale" or "bankruptcy sale" unless directed to do so by a court order.
9. Any central laundry, dry cleaning plant or laundromat. This does not apply to pickup only locations for the same types of businesses.
10. Any automobile, truck, or R.V. sales, leasing, display or repair facilities (except this prohibition does not apply to a tire store, oil lube store, automotive emissions store, or carwash).
11. Any pawn store or shops.
12. Any bingo clubs or halls.
13. Any auction houses.
14. Any flea markets.
15. Any establishment selling or exhibiting pornographic materials, not to prohibit a national or regional bookstore, or drugstore selling magazines or other printed materials.
16. Any tattoo parlor.
17. Any so called "head shop" or business or facility selling, supplying, dispensing, or distributing marijuana or products or by-products derived therefrom, whether by prescription, medical recommendation or otherwise.
18. Any use which is a public nuisance or private nuisance.

Exhibit "D"
Buchanan Street Abandonment



RECOMBINATION PLAT FOR:
 THE CITY OF LAWRENCEVILLE
 LAND LOT 144 5TH DISTRICT
 GWINNETT COUNTY GEORGIA
 CITY OF LAWRENCEVILLE
 17th 100' W/2709-14 12-27-16
 REVISED 2-13-17 (COMMENTS)
 FIELD SURVEY 2-2 THRU 2-10-15
 DWS-27008-16

M. K. INDRAM ENTERPRISES, INC.
 LAND SURVEYING AND PLANNING
 LAWRENCEVILLE, GEORGIA 30046
 (770) 962-2400

CERTIFICATION OF PLANNING ENGINEER
 I, the undersigned, a duly Licensed Professional Engineer in the State of Georgia, have examined the above described plat and the accompanying field notes and find that the same conform to the provisions of the Georgia Surveying and Mapping Act and the rules and regulations of the Board of Surveying and Mapping Engineers of the State of Georgia.

CERTIFICATION OF THE CITY ENGINEER
 I, the undersigned, a duly Licensed Professional Engineer in the State of Georgia, have examined the above described plat and the accompanying field notes and find that the same conform to the provisions of the Georgia Surveying and Mapping Act and the rules and regulations of the Board of Surveying and Mapping Engineers of the State of Georgia.

CERTIFICATION OF CITY
 I, the undersigned, the Mayor of the City of Lawrenceville, Georgia, do hereby certify that the above described plat and the accompanying field notes were filed for record in accordance with the provisions of the Georgia Surveying and Mapping Act and the rules and regulations of the Board of Surveying and Mapping Engineers of the State of Georgia.

RECORDING CERTIFICATION
 I, the undersigned, the Clerk of the Superior Court for the County of Gwinnett, Georgia, do hereby certify that the above described plat and the accompanying field notes were filed for record in accordance with the provisions of the Georgia Surveying and Mapping Act and the rules and regulations of the Board of Surveying and Mapping Engineers of the State of Georgia.

NOTICE TO CREDITORS
 Notice is hereby given that the undersigned, the Clerk of the Superior Court for the County of Gwinnett, Georgia, has received for filing the above described plat and the accompanying field notes. All persons having claims against the estate of the decedent are hereby notified to file their claims with the undersigned within the time prescribed by law.

LINE	DESCRIPTION	DATE
1	17 th 100' W/2709-14	12-27-16
2	2-13-17 (COMMENTS)	
3	FIELD SURVEY	2-2 THRU 2-10-15
4	DWS-27008-16	



REGISTERED PROFESSIONAL ENGINEER
 M. K. INDRAM
 LICENSE NO. 12345
 STATE OF GEORGIA



QUITCLAIM DEED.

257

STATE OF GEORGIA, GWINNETT COUNTY.

THIS INDENTURE, made this 19 day of December, in the

Year of our Lord One Thousand Nine Hundred and Sixty-Two, between

F. A. Sims Oil Company and County of Guinnett, of the first part, and

City of Lawrenceville, Georgia and County of Guinnett, of the second part,

WITNESSETH: That the said party of the first part, for and in consideration of the sum of One (\$1.00) and other considerations DOLLARS,

in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUITCLAIM to the said party of the second part, their heirs and assigns, all that tract or parcel of land, lying and being in the City of Lawrenceville, Guinnett County, Georgia, and being a tract of land fronting on the north side of West Pike Street 20 feet and running back even width 265 feet into Buchanan Street, and being more particularly described as follows:

BEGINNING at an iron pin where the lands of Etheridge and Sims adjoin on the north side of West Pike Street, and thence east along said West Pike Street 20 feet to an iron pin; thence north in a line parallel to the Etheridge land 265 feet to an iron pin at Buchanan Street; thence west 20 feet to an iron pin at the land of Etheridge; thence south along the Etheridge line 265 feet to an iron pin and the point of beginning.

The purpose of this deed is to convey to the City of Lawrenceville, the above described tract and dedicate the same as a part of Buchanan Street, and the Grantor hereby agrees to pay the portion herein dedicated.

To Have and to Hold the said described premises to the said party of the second part, so that neither the said party of the first part nor their heirs, nor any other person or persons claiming under them shall at any time, by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal, the day and year above written.

Signed, sealed and delivered in presence of:

William B. Huff, Notary Public, Guinnett County, Ga.

F. A. Sims Oil Co. (Seal) F. A. Sims (Seal)

Filed for record Feb 11 1963 12452 M. Recorded Feb 11 1963

O. M. P. C. S. C.

RESOLUTION RES. 2019-22

RESOLUTION OF ABANDONMENT OF MUNICIPAL STREET

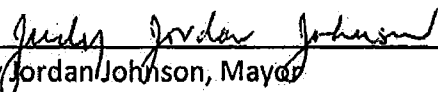
WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that Buchanan Street from the intersection of that street with Pike Street to its dead end at the Public Works Campus of the City of Lawrenceville has ceased to be used by the public to such an extent that no substantial public purpose is accomplished by leaving the street as part of the municipal street system; and

WHEREAS, the Mayor and Council of the City of Lawrenceville have determined that the abandonment and closing of the street as shown on the plat which is attached hereto as Exhibit "A" is in the best interest of the citizens of the City of Lawrenceville;

NOW THEREFORE, the Council of the City of Lawrenceville hereby resolves and ordains that Buchanan Street, as shown on Exhibit "A" which is attached hereto and incorporated herein by reference, is hereby declared to be closed and abandoned as a part of the municipal streets system of the City of Lawrenceville. This action is taken pursuant to O.C.G.A. §32-7-210 following proper notice to all property owners located on the portions of the municipal streets system closed and abandoned by this action. This abandonment is subject to any and all previous utility easements conveyed to any public or private entity or franchise holder and the easements or other property rights previously conveyed shall not be extinguished or altered by this action.

IT IS FURTHER RESOLVED AND ORDAINED that the Council hereby authorizes the Mayor, City Manager, City Clerk, and the City Attorney to take such action and execute such documents as are necessary to dispose of the abandoned property in accordance with the laws of the State of Georgia or to otherwise use the property in the manner that serves the best interest of the City. Any deed disposing of said property shall contain a provision that the transfer is subject to all existing utility easements.

IT IS SO RESOLVED AND ORDAINED this 7th day of October, 2019.



Judy Jordan Johnson, Mayor

ATTEST:



Karen Pierce, City Clerk

EXHIBIT A

**LAND DESCRIPTION
RIGHT-OF-WAY ABANDONMENT**

All that tract or parcel of land lying and being in Land Lot 144 of the 5th Land District, City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

COMMENCE at a PK Nail found at the Southerly end of the mitered Right-of-Way between the Northerly Right-of-Way of West Pike Street (State Route 120, R/W varies) and the Southeasterly Right-of-Way of Buchanan Street (R/W varies), said Point being **THE POINT OF BEGINNING**;

THENCE from said point as thus established and traveling along said Right-of-Way of West Pike Street, North 55 degrees 02 minutes 44 seconds West for a distance of 58.79 to a Point; **THENCE** leaving said Right-of-Way of West Pike Street, North 44 degrees 49 minutes 23 seconds East for a distance of 47.86 feet to a Point; **THENCE** North 41 degrees 17 minutes 52 seconds East for a distance of 160.00 feet to a Point; **THENCE** South 48 degrees 45 minutes 10 seconds East for a distance of 14.99 feet to a Point; **THENCE** North 41 degree 17 minutes 45 seconds East for a distance of 43.54 feet to a Point; **THENCE** South 43 degrees 12 minutes 15 seconds East for a distance of 20.42 feet to a 1" Open Top found; **THENCE** South 40 degrees 56 minutes 40 seconds West for a distance of 114.09 feet to a Point; **THENCE** South 40 degrees 54 minutes 35 seconds West for a distance of 105.56 feet to a Point; **THENCE** South 02 degrees 22 minutes 38 seconds West for a distance of 29.85 feet to a PK Nail found on the aforesaid Right-of-Way of West Pike Street, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.198 Acres (8,618 square feet) as shown as Right-of-Way to be Abandoned on the Right-of-Way Abandonment Exhibit for The City of Lawrenceville, prepared by Precision Planning, Inc. (Job# S19016), and dated 9/03/19.

5627/45

DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY DEED

BOOK 5627 PAGE 45

GEORGIA, WINNETT COUNTY

PROJECT NO. PPL-120 (54)
P.I. NO. 121820

THIS CONVEYANCE made and executed the 21ST day of AUGUST, 1988.

WITNESSETH that JAMES R. BROWN the undersigned, is the owner of a tract of land in WINNETT COUNTY through which the widening and improving of State Route 120 known as Project No. PPL-120 (54), has been laid out by the Department of Transportation being more particularly described in a map and drawing of said road in the office of the Department of Transportation, No. 2 Capitol Square, Atlanta, Georgia, to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said road, and in consideration of ONE DOLLAR (\$1.00), in hand paid, the receipt whereof is hereby acknowledged, I do hereby grant, sell and convey to said Department of Transportation, and their successors in office so much land as to make a right of way for said road as surveyed, being more particularly described as follows:

"SEE ATTACHED DESCRIPTION"

For the same consideration I hereby convey and relinquish to the Department of Transportation all rights of access between the limited access highway and approaches thereto on the above numbered highway project and my remaining real property from which said right of way is taken as shown on the attached plat prepared by the Department of Transportation.

Said right of way is hereby conveyed, consisting of 0.096 acres, more or less, is shown in color on the plat of the property prepared by the Department of Transportation, dated March 15, 1989; revised June 8, 1989, attached hereto and made a part of this description.

TO HAVE AND TO HOLD the said conveyed premises in fee simple.

I hereby warrant that I have the right to sell and convey said land and bind myself, my heirs, executors and administrators forever to defend by virtue of these presents.

IN WITNESSETH WHEREOF, I have hereunto set my hand and seal the day above written.

Signed, sealed and delivered this 21 day of August, 1988, in the presence of:

James R. Brown
James R. Brown

Alvin G. Andry
Witness

Alvin G. Andry
Notary Public My Commission Expires 3-7-91

FILED & RECORDED
CLERK SUPERIOR COURT
WINNETT COUNTY, GA.
1988 AUG 24 AM 9:00
GARY R. YATES, CLERK

Parcel No. 1 53554
D.O.T. PO BOX 1057
GAINESVILLE 30503

DOT 118
1/87

BOOK 5627 PAGE 46

Project No.: PPL-120 (54) Gwinnett County
P.L. No.: 121820
Parcel No.: 1
Take: 0.046 Acres
Date: March 15, 1989
Revised: June 8, 1989

All that tract or parcel of land lying and being in Land Lot 144 of the 5th Land District of Gwinnett County, Georgia, being more particularly described as follows:

BEGINNING at the point of intersection of the existing western right of way line of Buchanan Drive with the existing northern right of way line of State Route 120, said point being 42.36 feet left of and opposite Station 65+08.93 on the Survey Centerline of Georgia Highway Project PPL-120 (54) and running thence westerly along said existing right of way line of State Route 120 an arc distance of 185.08 feet to a point 44.72 feet left of and opposite Station 63+08.22 on said Survey Centerline; thence continuing along said existing right of way line N39°57'04"E a distance of 5.28 feet to a point 50.00 feet left of and opposite Station 63+08.06 on said Survey Centerline; thence easterly along a curved line to left having a radius of 522.96 feet an arc distance of 166.06 feet to a point 50.00 feet left of and opposite Station 64+90 on said Survey Centerline; thence N44°30'05"E a distance of 63.41 feet to a point 108.58 feet left of and opposite Station 65+18.23 on said Survey Centerline; thence S49°02'54"E a distance of 15.00 feet to a point on said existing western right of way line of Buchanan Drive, said point being 103.13 feet left of and opposite Station 65+35.38 on said Survey Centerline; thence S40°57'06"W along said existing right of way line a distance of 65.00 feet back to the point of BEGINNING.

ALSO granted is the right to construct over and upon my land any embankments, cuts and slopes as may be deemed proper by the Georgia Department of Transportation to support or accommodate the improvement of said road within the area shown colored green on the above mentioned plat. Upon completion of the project, the embankments, cuts and slopes will remain in place and the grantee will cease maintenance of the easement area.

LAND DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 144 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 a point at the Intersection of the Northeasterly Right-of-Way of West Pike Street (a.k.a. State Route 120, R/W Varies) and the Southeasterly Right-of-Way of CSX Railroad (100-foot Right-of-Way, said Point being **THE POINT OF BEGINNING**.

THENCE from said point as thus established and traveling along aforesaid Right-of-Way of CSX Railroad, North 58 degrees 15 minutes 33 seconds East for a distance of 330.13 feet to a Point; THENCE South 32 degrees 34 minutes 15 seconds East for a distance of 305.59 feet to a Point; THENCE North 89 degrees 33 minutes 49 seconds East for a distance of 256.62 feet to a Point; THENCE South 01 degrees 27 minutes 44 seconds West for a distance of 20.50 feet to a 1/2" Rebar with Cap (LSF 1105); THENCE South 15 degrees 23 minutes 30 seconds West for a distance of 68.45 feet to a 1/2" Rebar with Cap (LSF 1105); THENCE North 88 degrees 30 minutes 43 seconds West for a distance of 19.95 feet to a 1/2" Rebar Found; THENCE South 02 degrees 08 minutes 19 seconds East for a distance of 25.21 feet to a 1/2" Rebar Found; THENCE South 01 degrees 13 minutes 48 seconds West for a distance of 224.75 feet to a 1/2" Rebar Found on the aforesaid Right-of-Way of West Pike Street (R/W Varies); THENCE traveling along said Right-of-Way for the following seven (7) courses and distances along a curve to the right having a radius of 5778.58 feet and arc length of 35.02 feet being subtended by a chord of North 78 degrees 54 minutes 51 seconds West for a distance of 35.02 feet to a Point; THENCE North 79 degrees 05 minutes 16 seconds West for a distance of 163.80 feet to a Point; THENCE along a curve to the right having a radius of 522.96 feet and arc length of 49.75 feet being subtended by a chord of North 76 degrees 21 minutes 46 seconds West for a distance of 49.73 feet to a Point; THENCE North 55 degrees 02 minutes 44 seconds West for a distance of 58.79 feet to a Point; THENCE along a curve to the right having a radius of 508.42 feet and arc length of 169.33 feet being subtended by a chord of North 57 degrees 53 minutes 51 seconds West for a distance of 168.54 feet to a Point; THENCE with a compound curve to the right having a radius of 548.67 feet and arc length of 101.51 feet being subtended by a chord of North 45 degrees 49 minutes 46 seconds West for a distance of 101.37 feet to a Point; THENCE North 41 degrees 06 minutes 06 seconds West for a distance of 231.45 feet to a Point, said point being **THE POINT OF BEGINNING**.

Said property contains 4.624 Acres.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 11, 2022
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Stormwater Master Plan Proposal
- Department:** Engineering
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** \$302,175.00
- Presented By:** Jim Wright, P.E., City Engineer
- Action Requested:** Approve the proposed Stormwater Master Plan scope of services to Hayes, James & Associates, Inc., in an amount not to exceed \$302,175.00.

Summary: The Stormwater Master Plan will provide a significant planning tool will provide the City with an assessment of the condition of the Stormwater System, recommended service levels, how much funding is needed to maintain the system, and a prioritized list of projects based on condition and risk that will serve as a guide for the next 10 years.

Background: The City’s Stormwater system is comprised of over 51 miles of pipe and over 4,000 structures. A large portion of the system is past its useful service life. The City needs a systematic process to identify the condition of the system and how to best use the funds to maintain it. The Master Plan process will utilize several previous stormwater studies and reports that had been completed in 2009 and 2018. The Stormwater Master Plan will utilize and update this information and compile a single planning document. The process will also engage the public to further identify areas of concern. The final document will be later adopted by the Stormwater Utility board as a guide going into the future.

Hayes, James & Associates is one of the City’s current consultants where a contract has been established through RP001-21, Architectural and Engineering Consulting Services on an Annual Contract that was approved December 13, 2021.

Fiscal Impact: Amount not to exceed \$302,175. This project is funded by the Stormwater Capital Fund (5614320.541000)

Concurrences: The Stormwater Utility Board recommended approval at the meeting April 20, 2022.

Attachments/Exhibits:
Proposal

April 25, 2022

Mr. Jim Wright
City Engineer
City of Lawrenceville
PO Box 2200
Lawrenceville, GA 30046-2200

Re: Storm Water Master Plan
City of Lawrenceville, Georgia

Dear Mr. Wright:

We are pleased to submit our proposal for the above-referenced project. The Scope of Services is based on our discussions and meeting with you, other city officials, and the MS4 consultant.

Introduction

The City of Lawrenceville has an aging storm water drainage system. The purpose of this project is to develop a Master Plan focusing on maintenance of the storm water system.

Scope of Services

- I. Existing Studies Review
 - A. Review existing studies prepared by Hayes | James and MS4 consultant.
 - B. Interview city staff to identify improvements/repairs that have occurred.
 - C. Plot flood plain on latest GIS maps and prepare CADD/Shape files for city GIS use.
 - D. Review maps for conformance.
 - E. Site visit to review any issues. Site visit is anticipated as a two (2) day effort and is not a review of all pipes and structures investigated in previous reports and studies by Hayes | James or MSA Consultant.
 - F. Summarize findings from review.
 - G. Attend meeting with storm water committee for update.

II. Coordinate Mapping with City GIS

- A. Merge flood plain limits with GIS.
- B. Extract and send overlay limits to city GIS department.

Note: New studies and/or rerunning the flood study is not included.

III. System Assessment

A. Meeting with Engineering Department and Public Works Department

- 1. Identify any improvements/repairs that have been made since the studies were performed.
- 2. Clarify current procedures for repairs.

B. Assess current and future program needs.

C. Develop algorithm to assist in decision making.

The formula or algorithm will be used to determine what projects/repairs will provide the greatest benefit. Consideration to be given to safety issues, potential property damage, flooding, erosion, water quality, and necessary maintenance.

This work is to be based on past reports by Hayes | James along with conditions noted by the MS4 Consultant.

D. Map priority structures/pipes (approximately 700).

E. Rank/score structures and pipes. This is to focus on the highest priority.

F. Estimate probable cost of priority structures/pipes. This may be a general formula and is not a detailed cost estimate.

G. Rank benefits of priority structures/pipe replacement.

H. Coordinate with activities of MS4 consultant.

I. Coordinate with city staff.

IV. Capital Improvement Program

A. Develop 5-year CIP project outlook based on current funding.

B. Assess future program needs and priorities.

- C. Storm water rate analysis
 - 1. Review current fees to determine if sufficient.
 - 2. Recommend fee that would meet city's goals.
- D. Summary report
- E. Meetings/Presentations
- V. Storm Water Management/Detention Facility
 - A. Identify location of existing ponds, current property owner and area served by the ponds.
 - B. Document ownership and prepare a report of findings.
- VI. Storm Water Utility Master Plan
 - A. Prepare master plan report summarizing the above tasks.
 - B. Prepare/coordinate public meetings to gather input from citizens and other stakeholders.
 - C. Present reports and studies to Storm Water Board and/or City Council.

Note: Each task is to be considered as a milestone. A project meeting will be performed at completion of each task to review the results along with confirming the direction of the next task to best suit the city's needs.

Schedule

The proposed schedule is to be determined.

Condition

All conditions are in accordance with the Annual Contract RP001-21.

Mr. Wright
 April 25, 2022
 Page 4 of 6

Project Fees

Item	Fee	Type
I. Existing Studies Review	\$ 46,360.00	Not to Exceed
II. Coordinate Mapping with City GIS	\$ 17,130.00	Not to Exceed
III. System Assessment	\$ 119,885.00	Not to Exceed
IV. Capital Improvement Program	\$ 46,080.00	Not to Exceed
V. Storm Water Management/Detention Facilities	\$ 33,800.00	Not to Exceed
VI. Storm Water Utility Master Plan	\$ 38,920.00	Not to Exceed
TOTAL		
	\$ 302,175.00	

- Notes: 1. Reimbursable expenses are included in the hourly charge rates.
 2. Hayes | James will invoice according to the agreed hourly charge rates agreed upon for **Annual Contract RP001-21** with the above fees to be “not to exceed” amounts. See Attachment I – Fee Schedule.

Thank you for this opportunity to be of service. Should you have any questions, please contact us.

Sincerely,

HAYES, JAMES & ASSOCIATES, INC.



Michael D. Bentley, PE
 Vice President



Mark Bond
 President

MDB/sms

C: Chuck Warbington, City of Lawrenceville

Signatures Next Page

This proposal is acceptable and Hayes | James is authorized to proceed.

By: _____
City of Lawrenceville Date _____

Attest: _____
City of Lawrenceville Date _____

ATTACHMENT I
 FEE SCHEDULE

Item #	Billing Category	Hourly Rate
1.	Principal-In-Charge	\$ 160.00
2.	Project Manager	\$ 150.00
3.	Engineer, Senior	\$ 150.00
4.	Engineer	\$ 100.00
5.	Engineer, Associate	\$ 95.00
6.	Architect, Senior	N/A
7.	Architect	N/A
8.	Architect, Associate	N/A
9.	Technician	\$ 70.00
10.	CADD Technician	\$ 65.00
11.	Administrative Support	\$ 70.00
12.	Landscape Architect, Senior	\$ 150.00
13.	Landscape Architect	\$ 140.00
14.	Surveyor, Principal	\$ 150.00
15.	Surveyor, Senior	\$ 120.00
16.	Surveyor, Project	\$ 110.00
17.	Survey Crew	\$ 130.00
18.	Aerial Survey	N/A
19.	Mobile Scanner	\$ 130.00
20.	SUE Crew	\$ 135.00
21.	Vacuum Excavation Crew	N/A
22.	Planner, Principal	\$ 150.00
23.	Planner, Senior	\$ 140.00
24.	Planner	\$ 110.00
25.	Scientist, Principal	\$ 250.00
26.	Scientist, Senior	\$ 180.00
27.	Scientist	\$ 115.00
28.	Scientist, Associate	\$ 105.00
29.	Geotechnical Engineer	\$ 150.00
30.	Other (may use additional sheet)	N/A

**STORMWATER MANAGEMENT INFRASTRUCTURE EVALUATION
PROJECT TASKS AND FEE DEVELOPMENT
CITY OF LAWRENCEVILLE, GEORGIA**

4/15/2022



TASK	Project Manager	Senior Engineer	Project Engineer	CADD Tech / Intern	Principal Surveyor	Project Surveyor	Field Survey Crew	Admin	SUBTOTAL
	\$150	\$150	\$100	\$65	\$150	\$110	\$130	\$70	
TASK 1 - EXISTING STUDIES REVIEW									
Print existing studies and review of documents	6	40	12	12	0	0	0	4	\$9,160
Interview City staff to identify improvements	8	8	0	0	0	0	0	0	\$2,400
+ Plot floodplain on latest GIS maps (updates after 2019 HJA report)	7	40	30	24	0	0	0	0	\$11,610
Review maps for conformance	7	16	16	4	0	0	0	0	\$5,310
Site visit to review issues	5	16	16	8	0	0	0	0	\$5,270
Coordination meeting with City & MS4	8	12	4	2	0	0	0	0	\$3,530
Summarize findings	4	24	8	0	0	0	0	24	\$6,680
Meeting w/storm water committee	8	8	0	0	0	0	0	0	\$2,400
+ May provide CAD/Shape files for floodplain information									\$46,360
TASK 2 - COORDINATE MAPPING WITH CITY GIS									
Merge floodplain limits with GIS	6	40	36	30	0	0	0	0	\$12,450
Extract and send overlay limits to City GIS Dept	2	8	24	12	0	0	0	0	\$4,680
									\$17,130
TASK 3 - SYSTEM ASSESSMENT									
Meeting w/Public Works to identify improvements	8	24	0	0	0	0	0	0	\$4,800
Review status of repair/maint. From prev. studies	8	24	0	0	0	0	0	0	\$4,800
Assess current & future program needs	8	40	0	0	0	0	0	0	\$7,200
Develop cost/benefit formula	12	40	0	0	0	0	0	4	\$8,080
Map priority structures/pipes (approx. 700)	2	8	16	0	0	0	0	0	\$3,100
Rank/Score structures/pipes condition (700)	4	60	0	0	0	0	0	0	\$9,600
* General estimate of construction cost for highest priority structures/pipes	12	40	350	85	0	0	0	0	\$48,325
Rank benefits of priority structures/pipe replacement	16	24	175	0	0	0	0	0	\$23,500
Coordinate w/MS4 consultant	8	12	0	0	0	0	0	0	\$3,000
Coordination w/City staff	24	24	0	0	0	0	0	4	\$7,480
Notes:									\$119,885
* Estimate is for 70 locations									

TASK	Project Manager	Senior Engineer	Project Engineer	CADD Tech / Intern	Principal Surveyor	Project Surveyor	Field Survey Crew	Admin	SUBTOTAL	
TASK 4 - CAPITAL IMPROVEMENT PROGRAM										
Develop 5-yr CIP proj outlook based on current funding	40	40	0	0	0	0	0	0	\$12,000	
Assess future program needs and priorities	40	40	0	0	0	0	0	0	\$12,000	
Stormwater Rate Analysis										
Review current fees to determine if sufficient	8	0	0	0	0	0	0	0	\$1,200	
Recommend fee that would meet City's goals	4	4	0	0	0	0	0	0	\$1,200	
Summary Report	16	80	0	0	0	0	0	24	\$16,080	
Meetings/Presentations	12	12	0	0	0	0	0	0	\$3,600	
										\$46,080
TASK 5 - STORMWATER MANAGEMENT/DETENTION FACILITIES										
ID existing storm ponds, property owner, and area served by pond	4	4	80	0	0	0	0	0	\$9,200	
Document findings (Property Owner & Area Served by Pond)	8	40	160	0	0	0	0	20	\$24,600	
Notes:										\$33,800
Hourly estimate based on 100 detention ponds										
TASK 6 - STORMWATER UTILITY MASTER PLAN										
Prepare Stormwater Master Plan utilizing Tasks 1-5	80	80	0	0	0	0	0	60	\$28,200	
Provide/coordinate public meetings for citizens & stakeholders	16	16	0	0	0	0	0	8	\$5,360	
Present reports & studies to stormwater board &/or City Council	16	16	0	0	0	0	0	8	\$5,360	
										\$38,920
PROJECT TOTAL									\$302,175	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 11, 2022

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Georgia Transportation Infrastructure Bank (GTIB) Agreement for Grant Program for the Scenic Highway at Jackson/New Hope Rd Intersection Improvement Project
- Department:** Engineering
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** \$400,000.00
- Presented By:** Jim Wright, P.E., City Engineer
- Action Requested:** Approve the Georgia Transportation Infrastructure Bank (GTIB) Agreement for Grant Program for the Scenic Highway at Jackson/New Hope Rd Intersection Improvement Project in order to accept a Grant in the amount of \$400,000.00

Summary: The City was awarded a grant from the Georgia Transportation Infrastructure Bank (GTIB) for \$400,000.00 to be used for the construction of Intersection improvements at Scenic Highway and Jackson St./New Hope Rd. This agreement authorizes the City to accept the funds.

Background: The Scenic Highway at Jackson St./New Hope Rd Intersection Improvement project is currently out for bid and construction is expected to begin in early Summer. The project will improve New Hope Rd by converting the right turn lane to a through lane, adding a right turn and lengthening the left turn lane. An additional southbound through lane on Jackson Street and a corresponding southbound receiving lane on New Hope Road will be constructed. Together, these improvements will reduce congestion. The project also has funding from Gwinnett County.

Fiscal Impact: Acceptance of Grant in an amount of \$400,000.00. The Grant will fund Project 26-012

Attachments/Exhibits: GTIB Agreement

GEORGIA TRANSPORTATION INFRASTRUCTURE BANK AGREEMENT FOR GRANT PROGRAM

THIS AGREEMENT FOR GRANT PROGRAM (the “Agreement”), dated _____, 2022 (the “Effective Date”) is made by and between the Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“SRTA”) (SRTA and the Georgia Transportation Infrastructure Bank shall be collectively referred to as "GTIB"), and the City of Lawrenceville (the "Recipient"). The GTIB and Recipient may be referred to collectively as the “Parties” and individually as the “Party.”

WHEREAS, pursuant to O.C.G.A. § 32-10-121, an instrumentality of the State known as the Georgia Transportation Infrastructure Bank was created within SRTA;

WHEREAS, pursuant to O.C.G.A. § 32-10-120 et seq., the Georgia Transportation Infrastructure Bank is authorized to assist eligible Georgia government units with grants for the construction of certain eligible transportation projects; and

WHEREAS, Recipient represents to the GTIB that Recipient is duly created and existing under the laws of the State of Georgia and has the authority to expend the monies described herein for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein and other valuable consideration, the receipt and adequacy of which are hereby acknowledged by both Parties, the Parties agree as follows:

1. DEFINITIONS. Any capitalized terms used in this Agreement that are not defined herein shall have the meanings ascribed to them in Exhibit A.

2. PROJECT. Recipient seeks partial funding for the project listed in **Exhibit B**, attached hereto and incorporated herein (the “Project”). The Project Scope is detailed in **Exhibit B**. Recipient shall notify the GTIB of any change to the Project Scope upon the earlier of (a) seven (7) business days after Recipient is aware of the circumstances requiring such change or (b) Recipient’s execution of documentation reflecting such change. After evaluation of the change, the GTIB shall advise the Recipient as expeditiously as possible if the change will result in a default of this Agreement pursuant to **Section 15 (Event of Default/Remedies)**.

3. GRANT AND ACCEPTANCE. The GTIB hereby makes and Recipient hereby accepts this grant for a transportation project (“Grant”) in the Grant Amount for the Grant Purpose upon the terms and conditions of this Agreement. The Recipient agrees that the Grant Amount (a) will be spent pursuant to the breakdown set forth in **Exhibit B** and pursuant to the terms of this Agreement and (b) will not be used for expenses already incurred or paid for by Recipient before the Effective Date, unless such expenses are expressly authorized in advance and in writing by the GTIB. If Recipient does not use the Grant Amount pursuant to the breakdown set forth in **Exhibit B**, then Recipient shall advise the GTIB immediately of such change. Any revision to the breakdown of the Grant Amount as set forth in **Exhibit B** must be agreed to by the Parties and evidenced by an amendment to this Agreement. In the event a reallocation cannot be agreed to or a reallocation is not otherwise needed, then the Recipient’s authority to expend or contractually obligate the unencumbered Grant Amount will expire upon notification to the Recipient by the GTIB. If the GTIB delivered the Grant Amount to the Recipient, then that portion of the Grant Amount that will not be reallocated must be repaid to the GTIB no later than thirty (30) days after notification to the Recipient by the GTIB.

4. PROJECT BUDGET. The Project Budget is set forth in **Exhibit B**. Recipient has already obtained or otherwise received commitments for other funding for the Project (collectively, “Other Funding”), which Other Funding is more specifically set forth in the grant application and associated documentation completed by Recipient and furnished to the GTIB prior to the Effective Date (collectively, “Grant Application”), which Grant Application is incorporated herein by reference as **Exhibit C**. Recipient must notify the GTIB within 15 days of any changes to the Project Budget that may result in the reduction and/or elimination of some or all of the Other Funding or the Grant Amount.

5. DEADLINES.

5.1. Expend/Obligate Grant Amount. Recipient must expend or contractually obligate the full amount of the Grant Amount no later than the Expiration Date. On the Expiration Date, Recipient’s authority to expend or obligate contractually the unencumbered Grant Amount will expire. The Expiration Date may be extended by one year only upon mutual written consent, in the form of an amendment to this Agreement, signed by both Parties.

5.2. Duty to Wrap Up. Recipient will manage the Project, retain a contractor to manage the Project, or contract with a governmental unit to manage the Project and impose terms in any related contracts so as to fulfill the Grant Purpose within six (6) months of the Expiration Date (“Wrap Up Date”). No later than thirty (30) days following the Wrap Up Date, Recipient must return to GTIB any unspent Grant Amount, whether contractually obligated or not, unless the GTIB consents, in its sole discretion, to a new deadline in writing.

6. GRANT CONTINGENCY FUNDS. If Recipient designates and the GTIB approves all or a portion of the Grant Amount to be used for a reserve (e.g., use in the event of an item overrun) or other contingency, as more specifically set forth in the Grant Application (“Grant Contingency Funds”), and a portion of the Grant Contingency Funds remain unencumbered upon the earlier of the completion of the phase in which the contingency was allocated or upon the Expiration Date (“Expiration of Grant Contingency Funds”), then upon the Expiration of the Grant Contingency Funds the Recipient’s authority to expend or contractually obligate the unencumbered Grant Contingency Funds will expire. If the GTIB delivered Grant Contingency Funds to the Recipient pursuant to **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**, then that portion of the Grant Contingency Funds that Recipient has not spent or contractually obligated by the Expiration of Grant Contingency Funds, must be repaid to the GTIB no later than thirty (30) days after the Expiration of Grant Contingency Funds.

7. ACCOUNTABILITY.

7.1. Accounting. Recipient will account for the Grant Amount in accordance with generally accepted governmental accounting standards. Recipient will also account for the Grant Amount and keep track of the application of the Grant Amount in such a way that Recipient’s receipt, deposit, budgeting, contractual commitment, expenditure and uses may be determined and confirmed chronologically by auditors at all times. In its contracts with vendors and other third parties for the expenditure of the Grant Amount, Recipient will require its vendors and other third parties to account for the receipt and expenditures in accordance with generally accepted accounting principles.

7.2. Audit. Recipient will allow and cooperate with any audit or investigation of grant administration requested or undertaken by the GTIB, the State Auditor or other officers of the State with power to conduct or request such audit or investigation. In its contracts with vendors and other third parties for the expenditure of Grant Amount, Recipient will require such parties to allow and cooperate with such audits. The requirements of this **Paragraph 7.2** are in addition to those contained in **Paragraphs 8.4 (Verification) and 8.5 (Disbursement of Grant Amount)**.

7.3. Records Retention. Recipient will maintain the records described in **Paragraph 7.1 (Accounting)** for at least five (5) years after the latter to occur: Recipient has fully spent the Grant Amount or the Project in its entirety is completed.

7.4. Written Contracts. Any expenditure or obligation of the Grant Amount by Recipient to a third party must be pursuant to a written contract.

7.5. Statutory Certification.

7.5.1. Grants in Excess of \$5,000. If the Grant Amount is greater than \$5,000, then this Grant is conditioned upon receipt by the State Auditor of the properly completed grant certification form or forms as required by O.C.G.A. § 36-81-8.1. The GTIB believes that **Exhibit D**, attached hereto and incorporated herein, is the current *Grant Certification Form and Independent Accountant’s Report* designated by the State Auditor, but Recipient must determine from the State Auditor the correct form to use at the time for submission. Recipient must cause the Grant Certification Form and Independent Accountant’s Report to be filed with the State Auditor for each fiscal year in which Recipient expends all or a portion of the Grant Amount and/or

after which Recipient has an unexpended balance in Grant Amount. The Grant Certification Form and Independent Accountant’s Report must be filed with the State Auditor in conjunction with the periodic audits or reports required of Recipient under O.C.G.A. § 36-81-7 by the time such audit or report is due, annually unless Recipient qualifies and elects to proceed with a biennial audit under O.C.G.A. § 36-81-7(a)(2).

7.5.2. Grants of \$5,000 or less. If the Grant Amount is equal to or less than \$5,000, Recipient must submit to the State Auditor the properly completed grant certification form required by subsection (b) of O.C.G.A. § 36-81-8.1 and **Paragraph 7.5.1 (Grants in Excess of \$5,000)**, except that Recipient may certify alone that the Grant Amount was used solely for the Grant Purpose without certification by its independent auditor.

7.6. Quarterly Project Status Update. Commencing three (3) months after the Effective Date and continuing every three (3) months thereafter through and until the expiration of this Agreement or the completion of the Project, whichever occurs later, the Recipient shall complete the Quarterly Project Status Update using the form attached as **Exhibit E**, and forward the same to: Chief Communications Officer, SRTA, 245 Peachtree Center Avenue, Suite 2200, Atlanta, GA 30303.

8. PAYMENT.

8.1. Draw Request. The GTIB agrees to make disbursements of the Grant Amount to the Recipient in accordance with Paragraph 8 and the Project Budget. To the extent Recipient seeks Grant Contingency Funds, Recipient shall follow the procedures set forth in **Paragraph 8.6 (Disbursement of Grant Contingency Funds)**. Recipient shall deliver to the GTIB a draw request in the same form as is attached hereto as **Exhibit F** and incorporated herein (“Draw Request”) no later than 5:00 P.M. on the 20th day of each month subsequent to the month in which work was performed that will be paid for, in whole or in part with the Grant Amount. Supporting documentation, as is more detailed in **Exhibit F**, shall be submitted with each Draw Request. Each Draw Request must be signed by an authorized representative of the Recipient. Recipient must also attach to each Draw Request a completed Project Engineer certification in the same form as set forth in **Exhibit G**, attached hereto and incorporated herein, and signed by the Project Engineer.

8.2. Monthly Draws. The Recipient shall submit a Draw Request not more frequently than monthly.

8.3. Monitoring, Audits. Upon request, the Recipient agrees to provide the GTIB or the GTIB’s designee with any information the GTIB deems necessary to monitor the performance of this Agreement, and further agrees that the Grant Amount shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all of the funds received by Recipient under this grant Agreement. The Recipient understands that any unresolved findings, whether based on an audit report, financial statement, or the final report, shall disqualify Recipient from receiving any further grants or loans from the GTIB or further payments pursuant to this Grant Agreement until such time as the GTIB, in its sole determination, satisfactorily resolves any issues.

8.4. Verification. The GTIB or its designee shall have the right but not the obligation, to verify the contents of each Draw Request or Recipient’s compliance with this Agreement. Verification can take the form of but shall not be limited to a site visit, inspection of supplies delivered, or asking Recipient, its contractors or the Project Engineer questions concerning the Project or this Agreement. Recipient agrees that it will cooperate with and assist the GTIB in all ways reasonably necessary to allow the GTIB to perform verification and respond to any of the GTIB’s questions within seven (7) Business Days of the GTIB’s request. If GTIB cannot verify the contents of any Draw Request or verify that Recipient is complying with the terms of this Agreement, then the GTIB will advise the Recipient of its findings. The Recipient shall then have ten (10) Business Days in which to submit additional information or perform certain actions so that the GTIB is able to verify compliance. If the GTIB is still unable to verify compliance as set forth above or if the Recipient did not furnish any additional information, then the GTIB will disapprove the Draw Request and/or pursue its rights under **Section 15 (Events of Default/Remedies)**.

8.5. Disbursement of Grant Amount. Provided all the conditions in **Section 8 and Exhibit F** have been met to GTIB’s satisfaction, and Recipient is not otherwise in breach of this Agreement, the GTIB will approve disbursement within ten (10) Business Days of the later of verification, if any, undertaken by the GTIB pursuant

to **Paragraph 8.4 (Verification)** or GTIB’s receipt of a correct and complete Draw Request. If a particular line item of work is being paid by Recipient on a lump sum basis, the amount due to the Recipient each month for such work will be determined by the percentage of that work completed, or task milestones or deliverables achieved. Within twenty-one (21) Days from the GTIB’s approval of a Draw Request, the GTIB will transfer payment as set forth above to the account designated by the Recipient. Disbursement of all or a portion of the Grant Amount shall not be interpreted as GTIB’s acceptance or agreement that the work was performed in compliance with this Agreement or with any other applicable law, rule, regulation or ordinance, regardless of whether the GTIB performed monitoring/audits set forth in **Paragraph 8.3 (Monitoring, Audits)** or verification set forth in **Paragraph 8.4 (Verification)**.

8.6. Disbursement of Grant Contingency Funds. If the GTIB agrees to disburse the Grant Contingency Funds prior to Recipient expending or contractually obligating the Grant Contingency Funds, then no later than fourteen (14) Days after each disbursement to Recipient of the Grant Contingency Funds, Recipient shall forward to the GTIB an invoice containing the same information as required in **Paragraph 8.1 (Draw Request)**.

8.7. Source of Grant Amount. The GTIB’s commitment to make distribution of the Grant Amount to the Recipient shall be a limited obligation of the GTIB, to be funded solely from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

9. PROJECT COMPLETION. Recipient anticipates that the Project will be completed by the Completion Date set forth in **Exhibit B**. Recipient shall notify the GTIB in writing of any changes to the Completion Date.

10. WAIVER/INDEMNIFICATION.

10.1. Waiver. The Recipient expressly acknowledges that the GTIB Parties in passing through the Grant Amount to Recipient, have neither assumed nor undertaken any legal duties to the Recipient or to any third party. The Recipient waives, releases, relinquishes, and discharges any and all claims or demands against the GTIB Parties for any damages of any nature whatsoever that in any way relates to or arises out of this Agreement or the disbursement of the Grant Amount hereunder, even if such claims or demands are made against the Recipient and even if the GTIB Parties knew the existence of such claims. Recipient further understands and agrees that monitoring, auditing and/or verification performed by the GTIB pursuant to **Paragraphs 8.3 (Monitoring, Audits) and 8.4 (Verification)** is solely for GTIB’s use and shall not be interpreted or used by Recipient (i) as GTIB’s approval or acceptance of the work in compliance with this Agreement or in compliance with any applicable laws, rules, regulations and ordinances or (ii) for any other use. Recipient further waives as against the GTIB Parties all claims, liabilities, causes of action, fees, fines, expenses of any nature, including but not limited to reasonable attorneys’ or experts’ fees, and damages of any kind related in any way to such verification or certification.

10.2. Indemnification. Recipient hereby agrees to indemnify, defend, protect, and save harmless the GTIB Parties of and from any and all claims, demands, liabilities, loss, costs, or expenses for any loss or damage, fines, fees, and expenses, including but not limited to reasonable attorneys’ and experts’ fees, personal injury, including but not limited to death, and real and personal property damages caused by (a) any act or omission of Recipient, its agents, employees, contractors, subcontractors, suppliers, or others working at the direction of the Recipient or its contractor or any other person or entity working on Recipient’s behalf (collectively, “Recipient Parties”) or (b) the breach of this Agreement by Recipient. This indemnification applies even if a tort or negligent act of the GTIB Parties is partially responsible for the situation giving rise to the claim, but in such event this indemnification applies only to the extent of Recipient Parties’ act(s) or omission(s) giving rise to the claim. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the GTIB of Administrative Services of the State of Georgia (collectively, the “STC Fund”), the Recipient agrees to reimburse the STC Fund for any monies paid out by the STC Fund related to or arising out of this Agreement.

10.3. Limitation of Liability. In no event shall the GTIB Parties be liable for any incidental, consequential, special, exemplary or indirect damages, lost business profits, lost funding, lost use of any facilities, or lost taxes, arising out of this Agreement. Subject to the provisions in this **Section 10 (Waiver/Indemnification)**, any GTIB liability shall be a limited obligation of the GTIB that in no event shall exceed the unused portion of the

Grant Amount; provided further that such amount may only be funded from available moneys in the State and Local Roadway Grant Account held by the GTIB and from no other source of funds, including but not limited to other funds of the GTIB, SRTA or the State.

11. CONFLICTS OF INTEREST. The Recipient hereby attests that all of the officials of the Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. §§ 45-10-20 through 45-10-28 and O.C.G.A. §§ 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the term of this Agreement.

12. LAWS, ETC. The entirety of the Project shall be constructed in accordance with all applicable federal, State and local laws, rules, regulations and ordinances and as otherwise set forth in the Grant Documents.

13. ENFORCEABLE AND LEGALLY BINDING ACTIONS. By entering into this Agreement, Recipient undertakes to have complied with all law applicable to its participation in the Agreement and to make the Agreement binding, including proper meeting conduct (in compliance with open meeting law requirements and otherwise) and with proper entries into its minutes.

14. WARRANTY. Recipient represents and warrants to the GTIB:

14.1. Grant Documents. The Grant Documents, the consummation of the transactions therein contemplated, and the compliance with all of the provisions thereof are the valid, legal, binding, and enforceable obligations of the Recipient. The officials of the Recipient executing the Grant Documents are fully authorized and empowered by all necessary and appropriate official action on the part of the governing body of the Recipient to execute the Grant Documents on behalf of the Recipient.

14.2. Recipient Status. The Recipient has been duly created and is validly existing according to all State and local laws, rules, regulations and ordinances.

14.3. No Defaults. No event has occurred and no condition exists that would constitute an Event of Default as defined in **Section 15 (Events of Default/Remedies)** or that, with the lapse of time or with the giving of notice or both, would become an Event of Default.

14.4. Compliance with Law. To the knowledge of the Recipient, after making due inquiry with respect thereto, the Recipient is not in violation of any laws, ordinances, or governmental rules or regulations to which it or the Project is subject and has not failed to obtain any licenses, permits, or other governmental authorizations (which are presently obtainable) necessary to the Project or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the Project, and there have been no citations, notices, or orders of noncompliance related to the Project and issued to the Recipient under any such law, ordinance, rule, or regulation, except as disclosed in writing to the GTIB.

14.5. Disclosure. The representations of the Recipient contained in the Grant Documents and any certificate, document, written statement, or other instrument furnished by or on behalf of the Recipient to the GTIB in connection with the transactions contemplated hereby, do not and will not contain any untrue statement of a material fact and do not and will not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Recipient has not disclosed to the GTIB in writing that materially and adversely affects or in the future may (so far as the Recipient can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project or the ability of the Recipient to perform its obligations under the Grant Documents or any of the documents or transactions contemplated therein, which has not been set forth in writing to the GTIB or in the documents and instruments furnished to the GTIB by or on behalf of the Recipient prior to the Effective Date.

14.6. Project Compliance. The Project complies or will comply with all applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, ordinances and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

14.7. Financial Statements. The financial statements of the Recipient that have been provided to the GTIB in connection with the Grant present fairly the financial position of the Recipient as of the date thereof and the results of its operations and its cash flows for the period covered thereby, all in conformity with generally accepted accounting principles (subject to normal year-end adjustments in the case of interim statements). Since the date of the most recent annual financial statements for the Recipient delivered to the GTIB in connection with the Grant, there has been no material adverse change in the Recipient’s financial condition, assets, management, control, operations, or prospects.

14.8. Grant Application. (i) All of the information contained in the Grant Application was, as of the date the Grant Application, and will remain, until the termination of this Agreement, complete, accurate and correct in every way, and (ii) the Recipient is not aware of any circumstances that may cause any information included in the Grant Application to become incorrect or otherwise change the scope of the Project subsequent to the Effective Date.

14.9. Draw Request. All of the information that will be included in each Draw Request pursuant to **Paragraph 8.1 (Draw Request)** and the certifications furnished to GTIB as required in **Paragraph 8.1 (Draw Request)** will be true and correct in every way and form.

14.10 Reaffirmation. Each Draw Request by the Recipient pursuant to **Section 8 (Payment)** shall constitute a representation and warranty by the Recipient to the GTIB that the foregoing statements are true and correct on and as of the Effective Date as well as on and as of the date of the draw request.

15. EVENTS OF DEFAULT/REMEDIES.

15.1. Event of Default. Each of the following events shall constitute an Event of Default:

15.1.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)**;

15.1.2. Non-conforming Use. All or a portion of the Grant Amount was or will be spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement, which default shall continue for three (3) Business Days after the GTIB gives the Recipient written notice thereof;

15.1.3. Revised Project Scope. There is a change in the Project Scope such that the revised Project Scope, if originally included in the Grant Application, would have in the GTIB’s opinion, resulted in the rejection of the Grant Application;

15.1.4. Revised Project Budget. A change in the Project Budget such that the revised budget, if originally included in the Grant Application, would have in the GTIB’s opinion, resulted in the rejection of the Grant Application;

15.1.5. Breach of Representation or Warranty. Any representation or warranty made by the Recipient in any Grant Document that is false or misleading in any material respect; or

15.1.6. Additional Breach. Any default by the Recipient in the performance or observance of any term, condition or provision contained in any Grant Document and not referred to in **Paragraphs 15.1.1. through 15.1.5.** above, which default shall continue for thirty (30) Business Days after the GTIB gives the Recipient written notice thereof. If SRTA believes Recipient is using its best efforts to cure any breach included in this **Paragraph 15.1.6.**, then SRTA, in its sole discretion, may extend in writing the cure period provided for herein.

15.2. Remedies. If one or more Events of Default should occur, then the GTIB may declare the Recipient to be in default hereunder, and immediately exercise any of the following remedies, which are cumulative of one another and of all other remedies at law or in equity that the GTIB may have:

15.2.1. Statutory Forfeiture under O.C.G.A. § 36-81-8.1. The failure to comply with the requirements of O.C.G.A. § 36-81-8.1 and with **Paragraph 7.5 (Statutory Certification)** will result in Recipient’s forfeiture of the Grant and the Grant Amount, whether paid to Recipient or not and whether spent, unspent, or contractually obligated. Upon demand, Recipient will repay and return to the GTIB the amount of any Grant Amount paid to Recipient.

15.2.2. Non-conforming Use. Recipient must repay the GTIB that portion of the Grant Amount spent or contractually committed for purposes outside the Grant Purpose or otherwise in violation of this Agreement no later than the end of the month following any such expenditure or contractual commitment.

15.2.3. Return of Grant Amount. Upon demand, Recipient must repay the GTIB any and all portions of the Grant Amount forwarded to the Recipient by the GTIB.

15.2.4. Withholding of State Funds. If the Recipient fails to repay the GTIB all or a portion of the Grant Amount as required in the Agreement, then the GTIB shall notify the appropriate State officials who shall withhold all or a portion of the funds of the State and all funds administered by the State and its agencies, boards, and instrumentalities allotted or appropriated to Recipient and/or to the government under which Recipient operates and apply an amount of such withheld funds that is necessary to the payment of the amount due under this Agreement.

15.2.5. Withholding of Grants for Unresolved Findings. The GTIB may in its sole discretion withhold from Recipient any other grants so long as any audit or report findings respecting the Grant remain unresolved as determined by the GTIB in its sole discretion or during any other time in which Recipient is not in compliance with this Agreement, as determined by the GTIB in its sole discretion.

15.2.6. Other Remedies. Upon the occurrence of an Event of Default, the Recipient, without notice or demand of any kind, may from time to time take whatever action at law or in equity or under the terms of the Grant Documents may appear necessary or desirable to collect the Grant and other amounts payable by the Recipient hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Recipient under the Grant Documents, including but not limited to requiring the Recipient to increase its levy of taxes to either two times the millage rate imposed on property owners on the Effective Date or to the maximum millage rate allowed by law, whichever is lower, until such time as all amounts due the GTIB under this Agreement have been fully paid.

15.2.7. Interest. Any Grant Amount required to be returned to GTIB under this **Paragraph 15** must be returned with interest at the rate of 1½% per month or the highest rate allowed by law, whichever is lower.

15.2.8. Termination of Grant. Upon the occurrence of an Event of Default, the GTIB may, in its discretion, by written notice to the Recipient, terminate its remaining commitment (if any) hereunder to make any further advances of the Grant, whereupon any such commitment shall terminate immediately.

15.3. Reservation of Rights. Nothing in this Agreement shall be deemed to (1) be a waiver by the GTIB of any statutory protection afforded to it, or (2) limit the right of the GTIB (i) to exercise self-help remedies including but not limited to set off, or (ii) to obtain from a court provisional or ancillary relief such as injunctive relief. Neither the exercise of self-help remedies nor the institution or maintenance of an action for provisional or ancillary remedies shall constitute a waiver of the right of the GTIB to litigate the merits of the controversy or claim occasioning resolve to such remedies.

15.4. Ante Litem Notices. No ante litem notice, including but not limited to O.C.G.A. § 36-11-1, will apply to claims for repayment of the Grant Amount or to any other claim, action or proceeding under or respecting

this Agreement. To the extent that O.C.G.A. § 36-11-1 or other requirement of ante litem notice might apply, Recipient waives its application.

15.5. Recipient Responsible for GTIB’s Expenses. All sums advanced and expenses incurred in connection with the foregoing, including, but not limited to, reasonable attorneys’ fees incidental to the enforcement by GTIB of any term of the Agreement shall be an indebtedness of the Recipient, evidenced by this Agreement.

16. **TERMINATION.** At such time as the GTIB is no longer obligated under this Agreement to make any further advances under the Grant and all principal, interest, or other amounts owing with respect to the Grant and hereunder have been finally and irrevocably repaid by the Recipient to the GTIB, and the period of time set forth in **Paragraph 7.3 (Records Retention)** has expired, this Agreement shall terminate.

17. **SPECIAL CONDITIONS.** Any special conditions applicable to this Agreement are set forth in **Exhibit H**, which is attached hereto and incorporated herein.

18. **SIGNS.** GTIB shall have the right to erect one or more signs on the Project publicizing its financing of the Project. The content and location of the signs shall be in GTIB’s sole discretion provided that the signs shall not violate any local or state law regarding the size, content and location of the signs, and further provided that the location of the signs does not reasonably interfere with the construction of the Project. The signs shall remain posted on the Project until the completion of the Project in its entirety. If Recipient erects signage on or about the Project, on which Recipient’s name or logo is to be placed, Recipient will also place SRTA’s logo on such signage. Recipient will coordinate all aspects of signage with SRTA’s Chief Communications Officer prior to ordering any such signs.

19. **FULL FAITH AND CREDIT.** To the extent permitted by law, the obligations and debt incurred by Recipient under this Agreement shall be backed by the full faith, credit and taxing power of the Recipient.

20. **EXHIBITS.** The following Exhibit is incorporated by reference into and made a part of this Agreement:

Exhibit C- Grant Application

The following Exhibits are attached hereto and incorporated into the Agreement:

Exhibit A- Definitions

Exhibit B- Project Information

Exhibit D- State Auditor Certificate

Exhibit E- Quarterly Project Status Update

Exhibit F- Draw Request

Exhibit G- Engineer Certification

Exhibit H- Special Provisions

Exhibit I- Georgia Environmental Protection Act

21. **MISCELLANEOUS PROVISIONS.**

21.1. Parties Bound. This Agreement will bind the respective heirs, executors, administrators, legal representatives, successors, and assigns of each Party.

21.2. Time of the Essence; Force Majeure. Time is of the essence for this Agreement. However, neither Party shall be liable to the other Party for any delay or failure of performance due to Force Majeure events. *Force Majeure* means any cause beyond the control of either Party, including but not limited to: (i) a tornado, flood or unusual weather occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God provided that the Recipient shall not be required to settle any strike or labor disturbance in which it may be involved or (ii) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Party

claiming Force Majeure and such Party does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Party claiming Force Majeure.

21.3. Governing Law and Venue. This Agreement shall be governed by Georgia law without regard to its conflict of laws rules. Venue shall be exclusively in the Superior Court of Fulton County, Georgia and the Parties consent to venue and jurisdiction in such court to the fullest extent permitted by law for any and all claims related to this Agreement.

21.4. Assignment. Recipient may not assign all or part of this Agreement to a third party without the prior written permission of GTIB, which may be granted or refused at the sole discretion of GTIB. Any assignment made in violation of this paragraph is hereby declared null and void.

21.5. Notices. All notices, requests, or other communications (excluding invoices) hereunder shall be in writing and transmitted via hand delivery, overnight courier, or certified mail (return receipt requested), to the Parties at the respective addresses set forth below. Notices will be deemed to have been given when received, or in the event of refusal to accept delivery, the day of the first attempt to deliver. Notice may also be given by email, provided a hard copy of the notice is also transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below.

For GTIB:

Cindy Treadway
State Road and Tollway Authority c/o GTIB
245 Peachtree Center Avenue, Suite 2200
Atlanta, GA 30303

Phone: (404) 893-6186
Email: ctreadway@srta.ga.gov

For the Recipient:

Jim Wright
City of Lawrenceville
P.O. Box 2200
Lawrenceville, GA 30046

Phone: (678) 407-6582
Email: jim.wright@lawrencevillega.org

21.6. Compliance with Laws; Taxes. The Recipient will pay all taxes lawfully imposed upon it that may arise with respect to this Agreement.

21.7. Remedies Cumulative. The rights and remedies of the GTIB under this Agreement are cumulative of one another and with those otherwise provided by law or in equity.

21.8. Waiver and Severability. The waiver by the GTIB of a breach of any provision of this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision of this Agreement. Any such waiver must be in writing in order to be effective, and no such waiver shall establish a course of performance between the Parties contradictory to the terms hereof. All provisions of this Agreement are severable, and the unenforceability or invalidity of any of the provisions will not affect the validity or enforceability of the remaining provisions. The remaining provisions will be construed so as to carry out the full intention of the Parties.

21.9. No Third Party Beneficiaries. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits by reason of this Agreement.

21.10. Recitals. The recitals set forth in the beginning of this Agreement are true and correct and are hereby incorporated into this Agreement.

21.11. Interpretation. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Unless the context shall otherwise require, references to any Person or Party shall be deemed to include such Person’s or Party’s successors and permitted assigns. The headings or titles of this Agreement, its sections and exhibits are for convenience of reference only and shall

not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof.

21.12. Counterparts. The Parties may execute this Agreement in counterparts.

21.13. Negotiated Agreement. In the event this Agreement must be interpreted by a court of competent jurisdiction pursuant to **Paragraph 21.3 (Governing Law and Venue)**, the Parties expressly agree that this is a negotiated Agreement that will not be construed against one Party over the other Party because such Party drafted the Agreement.

21.14. Survival. **Sections 7 (Accountability), 8 (Payment), 10 (Waiver/Indemnification), 12 (Laws, etc.), 14 (Warranty), 15 (Events of Default/Remedies), 17 (Special Conditions), 19 (Full Faith and Credit), and 21 (Miscellaneous Provisions)** shall survive the termination for whatever reason of this Agreement.

21.15. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. The GTIB shall not be bound by any terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, or other document furnished by the Recipient to the GTIB that attempts to impose any condition in variance with or in addition to the terms and conditions contained herein. All such terms and conditions are hereby declared null and void. No amendment to this Agreement shall be valid unless made in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties have signed, sealed and executed this Agreement as of the Effective Date.

Recipient (SEAL) Georgia Transportation Infrastructure Bank

By: _____
Name
Title

By: _____
Christopher S. Tomlinson, Executive Director

Attest: _____

Attest: _____

Approved as to form:

By: _____
Recipient's Attorney

EXHIBIT A
Definitions

“**Business Day**” means Monday through Friday excluding state recognized holidays.

“**Days**” means calendar days unless otherwise specified in this Agreement.

“**Draw Request**” means the form attached as **Exhibit F**.

“**Effective Date**” means the date set forth in the Preamble of this Agreement.

“**Event of Default**” has the meaning assigned to it in **Section 14**.

“**Expiration Date**” means the third (3rd) anniversary of the Effective Date.

“**Grant Amount**” has the meaning assigned to it in **Exhibit B**.

“**Grant Application**” means **Exhibit C**.

“**Grant Contingency Funds**” has the meaning assigned to it in **Section 5**.

“**Grant Documents**” means collectively this Agreement and the Grant Application.

“**Grant Purpose**” has the meaning assigned to it in **Exhibit B**.

“**GTIB Parties**” means the State, the Georgia Transportation Infrastructure Bank, SRTA, and their agents, employees, directors, officers, board, assigns, and designees.

“**Project**” means the project listed in **Exhibit B**.

“**Project Budget**” means the estimated total cost of the Project as set forth in **Exhibit B**.

“**Project Engineer**” means the individual(s), partnership, firm or corporation duly authorized by Recipient to act as the contractual representative.

“**Project Scope**” has the meaning assigned to it in **Exhibit B**.

“**State**” means the State of Georgia.

**EXHIBIT B
PROJECT INFORMATION**

Project Name:	Intersection Improvements – Scenic Highway at Jackson/New Hope Road
Project Location:	Jackson/New Hope Road, Lawrenceville, Georgia
Project Scope:	This project will improve New Hope Road northbound by converting the right turn lane to a through lane, adding a right turn and lengthening the left turn lane. An additional southbound through lane on Jackson Street and a corresponding southbound receiving lane on New Hope Road will be constructed. Together, these capacity improvements will significantly reduce congestion. Traffic signals will also be updated to improve the functional capability of the intersection.
Grant Amount:	Four Hundred Thousand Dollars and No Cents (\$400,000)
Grant Purpose:	To fund a portion of construction cost for the project.
Project Completion Date:	February 2023
Project Budget:	Two Million Thirty-Nine Thousand Eight Hundred Eighty-Two Dollars and No Cents (\$2,039,882)

A breakdown of the Project Budget is as follows:

ITEM	TOTAL	GTIB FUNDS
Preliminary Engineering	\$166,550	N/A
Right-of-Way	N/A	N/A
Construction	\$1,873,332	\$400,000
ESTIMATED TOTAL COST	\$2,039,882	\$400,000

**EXHIBIT C
Grant Application**

**Recipient's Grant Application
is incorporated herein by reference.**

EXHIBIT D State Auditor Certificate

INSTRUCTIONS TO STATE OF GEORGIA GRANT CERTIFICATION FORMS AND AFFIDAVITS REQUIRED BY THE OFFICIAL CODE OF GEORGIA ANNOTATED, SECTION 36-81-8.1

As required by O.C.G.A. § 36-81-8.1, each grant of state funds to a local government from the Governor’s Emergency Fund or from a special project appropriation shall be conditioned upon the receipt by the State Auditor of a properly completed grant certification form. This means Recipient must certify it has contracted with Subrecipient and Subrecipient has applied Grant Funds paid to Subrecipient to services for Recipient in accord with the Grant Purpose and the agreement between Recipient and Subrecipient. As explained immediately below, in the case of grants in excess of \$5,000, Recipient’s certification must be verified by audit, and in the case of grants of \$5,000 or less, Recipient’s certification must be supported by Subrecipient’s affidavit.

One grant certification form should be prepared for each grant awarded to the local government. The grant certification form(s) should be submitted to the State Auditor with one copy of the annual (or, when allowed, biennial) audit report. Questions concerning the preparation and submission of this form should be referred to the Nonprofit and Local Government Audits Division of the Georgia Department of Audits and Accounts.

Instructions for Completion

Identify the appropriate grant certification form to use. Three forms are available: Grant Certification Form for Local Government Recipient (with no subrecipient); Grant Certification Form for Local Government Recipient (with subrecipient); and Subrecipient Affidavit. Information included in this instruction package will provide guidance on the appropriate form(s) to be completed. All lines and all columns should be completed accurately. The form was designed as an Excel spreadsheet and may be completed by entering data in the appropriate cells. Edit checks are built into the spreadsheet to assist in the proper preparation of the form. If you would like to have the Excel file sent to you via e-mail, request the form by sending an e-mail to locgov@audits.ga.gov. Please note that one form should be submitted for each grant from the Governor’s emergency fund or from a special project appropriation. A form must be submitted for each year in which the funds are expended or remain unexpended by the local government or its Subrecipient. Data should be provided in Column 1 for the fiscal year upon which the local government is reporting. Data in Column 2 should represent cumulative totals from the year of grant award through the fiscal year upon which data is provided in Column 1.

The appropriate officials should sign and date the section entitled “Certification of Local Government Officials”.

- Where the grant is in excess of \$5,000 and is *not expressly* designated by the GTIB as involving a “subrecipient”, as that term is defined in O.C.G.A. § 36-81-8.1(a), by use of a form expressly for subrecipient grants, the certification must be made by the recipient local government and by the local government auditor.
 - An example Independent Accountant’s Report to be used when the local government is determined to be in compliance with the provisions of O.C.G.A. § 36-81-8.1 is included in this instruction package. If the government is not in compliance with these provisions, the AICPA’s Codification of Standards for Attestation Engagements, Section 601 provides guidance on the appropriate reporting format.
- Where the grant in excess of \$5,000 *is designated* by the GTIB as involving a “subrecipient”, as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, the certification by the local government auditor required by subsection O.C.G.A. § 36-81-8.1(b) may also be made by an in-house or internal auditor of the local government, who meets the education requirements contained in subparagraph (a)(3)(A) of Code Section 43-3-6. The in-house auditor must do more than confirm that Recipient has contracted with Subrecipient for Grant Purposes; the in-house auditor must take steps reasonable for an in-house auditor to confirm that Subrecipient is applying the Grant Funds as required by the Grant.
- Where the grant is for \$5,000 or less and is *not expressly designated* by the GTIB as involving a “subrecipient”, as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants:
 - recipient local government must submit the properly completed grant certification form except that only the local government need certify, and the certification of an auditor is not required.
- However, if the grant for \$5,000 or less also *is designated* by the GTIB as involving a “subrecipient”, as that term is defined in O.C.G.A. § 36-81-8.1(a), by the use of a grant form expressly for subrecipient grants, local government must also require the subrecipient to submit to local government a notarized affidavit.
 - The affidavit must be executed by the executive director, president, chairperson, chief executive officer, or other responsible party representing the subrecipient reasonably acceptable to Recipient, by whatever name or title, to whom the grant funds are disbursed.
 - The affidavit shall be in the form approved by the State Auditor.
 - Such affidavit shall be submitted annually (or biennially when allowed by O.C.G.A. § 36-81-7) for each year that grant funds are expended or remain unexpended according to a schedule established by the local government and shall be made on the form annexed below.
 - Local government must submit a true copy of the affidavit to the Department of Audits and Accounts when submitting its certification.

Mail the Grant Certification Form (including Independent Accountant’s Report, report of in-house or internal auditor, and copy of affidavit as the case may be) with one copy of the audited annual financial report to:

State of Georgia, Department of Audits and Accounts
Nonprofit and Local Government Audits Division
270 Washington Street, S.W.
Room 1-156
Atlanta, Georgia 30334

If the local government meets the eligibility criteria for an agreed upon procedures engagement in accordance with the provisions of O.C.G.A. § 36-81-7, the local government is responsible for ensuring that the procedures performed by its independent certified public accountant are sufficient in scope to enable the CPA to complete the Independent Accountant’s Report. These procedures include examination of grant application and award

documentation to become familiar with the terms and conditions of the grant; verification of receipt of grant proceeds; and evaluation of the local government’s documentation of expenditures. The purpose of these procedures is to comply with the provisions of O.C.G.A. § 36-81-8.1, requiring certification that the grant funds were used solely for the express purpose or purposes for which the grant was made.

Whether the local government engages an independent certified public accountant to perform an audit or perform the agreed upon procedures, for purposes of meeting the requirements of O.C.G.A. § 36-81-8.1, the independent CPA should be engaged to examine management’s assertion of compliance with the requirement to use grant funds solely for the express purpose or purposes for which the grant was made. The independent CPA should conduct the engagement in accordance with the standards for examination engagements for compliance attestation contained in the AICPA’s Codification of Statements on Standards for Attestation Engagements. An example report is included in page 4 of these instructions.

This form along with the Independent Accountant’s Report, report of in-house or internal auditor, or copy of affidavit, as the case may be, is required to be filed with the state auditor in conjunction with the annual audit for each year in which grant funds are expended or remain unexpended by the local government.

Questions concerning the provisions of O.C.G.A. § 36-81-8.1, the State of Georgia Grant Certification Form, the affidavit or attestation engagements should be referred to the Nonprofit and Local Government Audits Division, Georgia Department of Audits and Accounts, at the address listed above, telephone (404) 656-9145; fax (404) 651-5608; or e-mail locgov@audits.ga.gov.

**State of Georgia Grant Certification Form
Local Government Recipient**

Certification of Local Government Officials

I have reviewed the information presented above and certify that it is accurate and correct. I further certify that the proceeds of the grant award identified above were used solely for the express purpose or purposes for which the grant was made. I understand that the failure to comply with the requirements of Code Section 36-81-8.1 will result in a forfeiture of the state Grant and the return to the State of any such grant funds which have been received by the local government. Further, a grant recipient shall be ineligible to receive funds from the Governor's emergency fund or from a special project appropriation until all unallowed expenditures are returned to the State.

Signature of Chief Elected Official _____ Date: _____

Signature of Chief Financial Officer _____ Date: _____

**State of Georgia Grant Certification Form
Independent Accountant's Report**

We have examined management’s assertion included in the accompanying State of Georgia Grant Certification Form(s) about *[name of government]*’s compliance during the fiscal year ended *[date]* with the requirement to use grant proceeds solely for the purpose or purposes for which the grant was made for each of the following grant award(s):

[Individually identify each grant award of Governor’s emergency funds and/or special project appropriations.]

Management is responsible for *[name of government]*’s compliance with this requirement. Our responsibility is to express an opinion on management’s assertion about *[name of government]*’s compliance based on our examination.

Our examination was conducted in accordance with the attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about *[name of government]*’s compliance with this requirement and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on *[name of government]*’s compliance with the specified requirement.

In our opinion, management’s assertion that *[name of government]* complied with the aforementioned requirement during the fiscal year ended *[date]* is fairly stated, in all material respects.

This report is intended solely for the information and use of the Georgia Department of Audits and Accounts and the State grantor agency identified on the Grant Certification Form and is not intended to be and should not be used by anyone other than the specified parties.

[Signature]
[Date]

EXHIBIT E Quarterly Project Status Update



GEORGIA TRANSPORTATION INFRASTRUCTURE BANK (GTIB) Quarterly Project Status Update

DATE: ____/____/____

GTIB AWARDEE NAME: _____

NAME OF FUNDED PROJECT: _____

AWARD DATE: _____ OVERALL PROJECT COMPLETION DATE*: _____

***Project completion date refers to the date that the full scope of the project is finished, not the date that all GTIB funds are drawn down.**

CURRENT PHASE OF PROJECT: PE Right-Of-Way Acquisition Construction

CURRENT STATUS: (List any project milestones, construction LET dates, etc.)

**EXHIBIT F
DRAW REQUEST**

Form of Draw Request

Date

The Georgia Transportation Infrastructure Bank,
by and through the State Road and Tollway Authority
245 Peachtree Center Avenue, Suite 2200,
Atlanta, GA 30303

Re: Grant Agreement between The Georgia Transportation Infrastructure Bank, by and through the State Road and Tollway Authority (“GTIB”) and the City of Lawrenceville (“Recipient”), dated _____, 2022 (“Agreement”)/ Draw Request No.:__*.

Dear Ms. Treadway:

Pursuant to the above-referenced Agreement, the Recipient hereby requests disbursement in the amount of \$_____ for Eligible Costs. Capitalized terms not specifically defined in this Request shall be given the same meaning as ascribed to them in the Agreement.

In connection with this Draw Request No.:__ the undersigned does hereby represent and certify the following:

1. The amounts previously disbursed under the Grant Agreement aggregate \$_____.
2. Time period covered by this Request is for work performed on the Project between _____, 20__ and _____, 20__.
3. The amounts hereby requested have been incurred by or on behalf of the Recipient for Eligible Costs on the Project.
4. The amounts hereby requested are “motor-fuel tax eligible” as set forth in O.C.G.A. §32-1-1 et.seq.
5. The amount of this Request, together with all prior Requests, does not exceed the amount of the Grant, and the amount of this Request together with the sum of all disbursements of the Grant proceeds made and to be made will not exceed the Grant Amount or the amount allocated for the applicable line item of the Budget as set forth in **Exhibit B** of the Agreement.
6. All amounts requisitioned hereunder are for Eligible Costs which have not been paid for or reimbursed by any previous disbursement from the Grant proceeds.
7. Each obligation for which a disbursement is hereby requested is described in detail in **Attachment 1** attached hereto together with the name and address of the person, firm or corporation to whom payment is due.
8. The bills, invoices or statements of account for each obligation referenced in **Attachment 1** are attached.

- 9. Each obligation mentioned in **Attachment 1** has been properly incurred, is a proper charge under the Agreement, and has not been the basis of any previous disbursement.
- 10. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to the GTIB and with good engineering practices.
- 11. The Recipient is in compliance with all of the terms and conditions of the Grant Agreement and any and all other loan agreements, grant agreements or any other financing agreements that affect the Project (“Other Agreements”) and there does not currently exist an Event of Default under the Grant Agreement or an event of default under the Other Agreements or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.
- 12. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Recipient.

This _____, 20_____.

RECIPIENT NAME

By: _____
 Name: _____
 Title: _____

The Request for an Advance must be signed by the Chief Elected Official or by another officer or employee who has the written authority to execute on the Recipient’s behalf.

* For each Request, the Recipient will insert a new number in chronological order.

**Attachment 1
To
Exhibit F
Draw Request**

Itemized Billing and Description of Work Performed.

Detailed Description of Item of Work Performed*	Date(s) Performed	Name and Address of Contractor	Total Amount Due**	Total Amount to be Paid from this Draw Request	Status of Ongoing Work (i.e., % to completion of task/milestone)	Phase of Work***

A complete description of the work performed or materials delivered shall include, at a minimum, an itemization of work performed or materials delivered the identification of line item set forth in **Exhibit B (Project Information), the status of the on-going work included in the draw request (i.e., the percent to completion of task or milestone), notification if a deliverable or milestone has been completed, and a detailed account or description of the work performed or materials delivered during the time period to further or complete the task milestone or deliverable.*

*** Seeks the total amount due to this contractor for this item of work performed during the period covered by this draw request.*

**** Seeks the line item, as set forth in the breakdown of the Project Budget in **Exhibit B** that the work for which payment is requested falls under.*

**EXHIBIT G
Engineer’s Certification**

- This Engineer’s Certification form must be submitted with each draw request.
- For design or planning work, the Engineer’s Certification must be completed by the City/County/CID Engineer, Manager or other independent qualified engineering consultant.
- For construction work, the Engineer’s Certification must be completed by the Project Engineer.
- A consultant/vendor may not certify their own work.
- Contact Cindy Treadway at (404) 893-6186 or ctreadway@srta.ga.gov if you have any questions regarding completion of the Engineer’s Certification.

A. Engineer’s Certification (REQUIRED):

Engineer’s Letterhead

Date

Recipient: _____ (*Must be the same name as in the Grant Agreement*)

Project Name: _____ (*Must be the same name as on Exhibit B*)

Grant Amount: _____ (*Must be the same amount as on Exhibit B*)

_____ (*name of Engineering Firm or name of Engineer if a government employee*), is the Project Engineer for the above-referenced Project. The undersigned hereby verifies that, based on personal knowledge and observation, the work set forth on the attached draw request (a) was performed according to the terms and conditions of the Georgia Transportation Infrastructure Bank Agreement for Grant Program between the Georgia Transportation Infrastructure Bank and _____ (*name of Recipient*) and (b) complies with all applicable federal, state and local laws, rules, regulations and ordinances related to the above-mentioned Project.

This certification is being given to and for the benefit of the Georgia Transportation Infrastructure Bank by and through the State Road and Tollway Authority.

_____ (*name of Engineering Firm*)

By: _____

Name: _____

Title: _____

EXHIBIT H

Special Conditions

No special conditions.

EXHIBIT I

**Georgia Environmental Policy Act
(O.C.G.A. §12-16-1, et seq.) (“GEPA”)**

The Recipient may be required to comply with the provisions of GEPA. In determining whether the Recipient must comply with GEPA the Recipient should take into consideration many factors including the source of other funds (excluding GTIB funds) that the Recipient will use to fund the Project and whether a government entity that would otherwise be subject to GEPA requirements will let or otherwise perform construction on the Project. The Recipient should contact its legal counsel in order to determine whether Recipient must comply with the GEPA requirements as a result of the Grant.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 11, 2022
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** 2022 Annual LMIG Resurfacing Project
- Department:** Engineering
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** \$1,449,921.00
- Presented By:** Jim Wright, City Engineer
- Action Requested:** Award 2022 Annual LMIG Resurfacing Project to low bidder, Sunbelt Asphalt Surfaces, Inc., Inc., amount not to exceed \$1,449,921.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of approximately 3.3 miles of asphalt paving, milling, patching, adjusting of manholes to final elevations, replacing of traffic loops, and striping of various city streets. The FY 2023 GDOT portion of this project is \$290,000.00.

Fiscal Impact: Amount not to exceed \$1,449,921.00. This project is funded by the Capital Outlay Fund (3554200.522225). Project 26-005.

Attachments/Exhibits:
Bid Tabulation
Street List

SB016-22
2022 Annual LMIG Resurfacing Project
Engineering

				The Renee Group, Inc.		Stewart Bros., Inc.		Sunbelt Asphalt Surfaces, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LUMP	\$21,350.00	\$21,350.00	\$15,150.00	\$15,150.00	\$30,000.00	\$30,000.00
2	Mobilization	1	LUMP	\$20,000.00	\$20,000.00	\$3,400.00	\$3,400.00	\$38,000.00	\$38,000.00
3	Traffic Control	1	LUMP	\$35,400.00	\$35,400.00	\$154,096.00	\$154,096.00	\$50,000.00	\$50,000.00
4	PATCHING depth 4.0" deep – Recycled. Asphalt Con. 12.5 mm, SP, GP2 only TP 1, Incl. Bitumen Mat., HL. & Tack.	100	TON	\$287.00	\$28,700.00	\$179.20	\$17,920.00	\$175.00	\$17,500.00
5	PROFILE Milling Asphalt conc. Pvm. 2% SLOPE variable depth 0" - 4" – FULL WIDTH (ALL AREAS) 1.25" BELOW FACE OF CURB TO CENTER	64,500	SY	\$5.00	\$322,500.00	\$5.60	\$361,200.00	\$4.00	\$258,000.00
6	Recycled Asphalt conc. LEVELING 4.75 mm (85 lb./SY/IN) Incl. Bitumen. Mat., H Lime & Tack.	100	TON	\$161.16	\$16,116.00	\$205.00	\$20,500.00	\$165.00	\$16,500.00
7	Recycled Asphalt conc. 9.5 mm SURFACE COURSE (138 lb./SY/IN) SP, TP2, BLEND 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	4500	TON	\$150.00	\$675,000.00	\$150.20	\$675,900.00	\$160.00	\$720,000.00
8	PERMA PAVE Overlay (110 lb./SY/IN) Incl. Mat., H Lime & Tack Coat.	120	TON	\$164.00	\$19,680.00	\$215.20	\$25,824.00	\$200.00	\$24,000.00
9	STRIPING SKIP 5" WHITE or YELLOW line Thermoplastic, INCL. Reflective Pavement markers all colors.	5,500	LF	\$2.50	\$13,750.00	\$1.15	\$6,325.00	\$3.00	\$16,500.00
10	STRIPING SOLID 5" white or yellow line Thermoplastic, INCL. Reflective Pavement markers all colors.	12,300	LF	\$2.50	\$30,750.00	\$1.95	\$23,985.00	\$4.00	\$49,200.00
11	Thermoplastic PVMT MARKING, WORD, ALL TYPES	4	EACH	\$300.00	\$1,200.00	\$170.00	\$680.00	\$300.00	\$1,200.00
12	Thermoplastic STRIPING 24" STOP BAR	7	LF	\$9.50	\$66.50	\$17.00	\$119.00	\$30.00	\$210.00

BID TABULATION

13	ARROWS TP 2 & 3 Thermoplastic	26	EACH	\$123.00	\$3,198.00	\$115.00	\$2,990.00	\$200.00	\$5,200.00
14	X-WALK per walking SF Thermoplastic	500	SF	\$16.00	\$8,000.00	\$17.00	\$8,500.00	\$30.00	\$15,000.00
15	Thermoplastic 10"- 12" SOLID STRIPE, white or yellow.	3,280	SF	\$5.00	\$16,400.00	\$4.80	\$15,744.00	\$10.00	\$32,800.00
16	Re-installation complete TRAFFIC LOOPS - (29 LOOPS AT 5 INTERSECTIONS)	1	LS	\$90,000.00	\$90,000.00	\$82,650.00	\$82,650.00	\$40,000.00	\$40,000.00
17	ADJUSTING MANHOLES to grade (Only re-built/reset with concrete separately adjustments)	8	EACH	\$2,000.00	\$16,000.00	\$1,925.00	\$15,400.00	\$500.00	\$4,000.00
18	10% City Contingencies	1	LS	\$131,811.05	\$131,811.05	\$143,038.30	\$143,038.30	\$131,811.00	\$131,811.00
TOTAL					\$1,449,921.55		\$1,573,421.30		\$1,449,921.00

Recommended Vendor:

Sunbelt Asphalt Surfaces, Inc.
 1410 Sunbelt Way
 Auburn, GA 30011
 770-867-5312
jmitchell@sunbeltasphalt.com

LATEST LIST FOR 2022					GDOT CHECK
No.	PRELIMINARY 2022 LMIG STREET LIST	From	To	Length	Width
1	CROGAN STREET (HWY 29)	JOHNSON ROAD	CAMDENHILL ROAD	2721	60.00
2	BELLBROOK COURT	LAURELWOOD COURT	END	417	24.00
3	BELLBROOK LANE	SUGARLOAF PKWY	BRIANTON COURT	1200	24.00
4	BRIANTON COURT	START	END	863	24.00
5	BRIANTON LANE	LAURELWOOD LANE	BRIANTON COURT	592	24.00
6	LAURELWOOD COURT	BELLBROOK LANE	END	813	24.00
7	LAURELWOOD LANE	BELLBROOK LANE	BRIANTON COURT	670	24.00
8	FIRECREST LANE	BLAZING RIDGE (WEST)	END	1102	24.00
9	HILLCREST GREEN DRIVE	HURRICANE SHOALS ROAD	END	2569	24.00
10	KING ARTHUR DRIVE	HW 29	END	2496	24.00
11	LYLE CIRCLE	HURRICANE SHOALS	END	1685	24.00
12	MCARTHUR STREET	EAST PIKE STREET	EAST CROGAN STREET	388	24.00
13	MILL RIDGE WAY	MILL RIDGE DRIVE	END	760	24.00
14	MERLIN PLACE	KING ARTHUR DRIVE	LANCELOT WAY	396	24.00
15	TIPTON INDUSTRIAL DR.	OLD NORCROSS RD	END	768	24.00
			LF	17440	
			MILES	3.30	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 11, 2022
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Purchase of Transformers
- Department:** Electric
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** \$132,732.00
- Presented By:** Huston Gillis, Electric Director
- Action Requested:** Ratification of Purchase of Transformers to low bidders, Solomon Transformers, LLC d/b/a Soloman Corporation in the amount of \$81,524.00 and Stuart C. Irby Co., Inc. in the amount of \$51,208.00. Authorization for City Manager to approve price adjustments due to market volatility.

Summary: This purchase is to provide multiple KVA transformers to increase inventory for upcoming projects. Due to supply chain constraints, lengthy lead times, and raw material volatility, the purchase was made as the transformers became available.

Fiscal Impact: Amount of \$132,732.00. This purchase is funded by the Capital Outlay Fund (5114600.541000). Projects 06-038 and 06-039.

Attachments/Exhibits:
Bid Tabulation

**Purchase of Transformers
Electric Department**

				JCL Energy, LLC		Solomon Transformers, LLC d/b/a Soloman Corporation		Stuart C. Irby Co., Inc.		Tri-State Utility Products, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	1500, 3 Phase KVA Transformer. Dual Voltage	1	EA	\$82,900.00	\$82,900.00	N/B	\$0.00	\$51,208.00	\$51,208.00	\$92,703.00	\$92,703.00
2	Reconditioned, 15 KVA O/H Transformer. 120/240 Dual Voltage.	5	EA	N/B	\$0.00	\$3,978.00	\$19,890.00	N/B	\$0.00	N/B	\$0.00
3	Reconditioned, 25 KVA O/H Transformer. 120/240 Dual Voltage.	5	EA	N/B	\$0.00	\$4,030.00	\$20,150.00	N/B	\$0.00	N/B	\$0.00
4	Reconditioned, 37.5 KVA O/H Transformer. 120/240 Dual Voltage.	1	EA	N/B	\$0.00	\$5,568.00	\$5,568.00	N/B	\$0.00	N/B	\$0.00
5	Reconditioned, 75 KVA O/H Transformer. 277/480 Dual Voltage.	6	EA	N/B	\$0.00	\$5,986.00	\$35,916.00	N/B	\$0.00	N/B	\$0.00
TOTAL				\$82,900.00		\$81,524.00		\$51,208.00		\$92,703.00	

Recommended vendors:

Solomon Transformers, LLC d/b/a Soloman Corporation
Line items 2-5

Stuart C. Irby Co., Inc.
Line item 1



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 11, 2022
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Power Pole Replacement Service on an Annual Contract
- Department:** Electric
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** \$240,000.00
- Presented By:** Huston Gillis, Electric Director
- Action Requested:** Award Power Pole Replacement Service on an Annual Contract to low bidder, Over and Under General Contractors, Inc., in the amount of \$240,000.00.

Summary: This is a demand contract for labor to replace utility power poles that have failed inspection. This contract will be used on an as needed basis. The materials will be supplied by the Electric Department. Two firms, Pike Electric Company and Service Electric Company submitted “no bid” responses to the solicitation.

Fiscal Impact: Amount not to exceed \$240,000.00. This project is funded by the Contract Labor Fund (5104600.523850) and the Capital Outlay Fund (5104600.541000).

Attachments/Exhibits:
Bid Tabulation

SB015-22

Power Pole Replacement Services on an Annual Contract
Electric Department

			Over and Under General Contractors, Inc.	Power Line Services, Inc.
ITEM #	DESCRIPTION	UNIT	UNIT PRICE	UNIT PRICE
1	WOOD POLE, 30 FT CLASS 5	INSTALL	\$334.09	\$621.36
2	WOOD POLE, 35 FT CLASS 6	INSTALL	\$330.46	\$621.36
3	WOOD POLE, 40 FT CLASS 2	INSTALL	\$505.68	\$621.36
4	WOOD POLE, 45 FT CLASS 2	INSTALL	\$510.34	\$1,149.80
5	WOOD POLE, 50 FT CLASS 2	INSTALL	\$514.69	\$1,149.80
6	WOOD POLE, 55 FT CLASS 2	INSTALL	\$572.95	\$1,149.80
7	WOOD POLE, 60 FT CLASS 2	INSTALL	\$695.84	\$1,159.60
8	WOOD POLE, 65 FT CLASS 2	INSTALL	\$844.04	\$1,227.80
9	WOOD POLE, 70 FT CLASS 2	INSTALL	\$945.04	\$8,400.19
10	CONCRETE POLE, 30 FT CLASS 5	INSTALL	\$1,350.00	\$8,400.19
11	CONCRETE POLE, 35 FT CLASS 6	INSTALL	\$1,350.00	\$8,400.19
12	CONCRETE POLE, 40 FT CLASS 2	INSTALL	\$1,450.00	\$8,400.19
13	CONCRETE POLE, 45 FT CLASS 2	INSTALL	\$1,550.00	\$8,400.19
14	CONCRETE POLE, 50 FT CLASS 2	INSTALL	\$1,620.00	\$8,400.19
15	CONCRETE POLE, 55 FT CLASS 2	INSTALL	\$1,650.00	\$8,400.19
16	CONCRETE POLE, 60 FT CLASS 2	INSTALL	\$1,850.00	\$8,400.19
17	CONCRETE POLE, 65 FT CLASS 2	INSTALL	\$1,950.00	\$8,400.19
18	CONCRETE POLE, 70 FT CLASS 2	INSTALL	\$2,150.00	\$10,977.51
19	DUCTILE IRON POLE, 30 FT CLASS 5	INSTALL	\$334.09	\$1,308.65
20	DUCTILE IRON POLE, 35 FT CLASS 6	INSTALL	\$330.45	\$1,308.65
21	DUCTILE IRON POLE, 40 FT CLASS 2	INSTALL	\$505.68	\$1,308.65
22	DUCTILE IRON POLE, 45 FT CLASS 2	INSTALL	\$510.34	\$1,308.65
23	DUCTILE IRON POLE, 50 FT CLASS 2	INSTALL	\$840.34	\$1,837.08
24	DUCTILE IRON POLE, 55 FT CLASS 2	INSTALL	\$910.50	\$1,837.08

25	DUCTILE IRON POLE, 60 FT CLASS 2	INSTALL	\$1,087.00	\$1,837.08
26	DUCTILE IRON POLE, 65 FT CLASS 2	INSTALL	\$1,187.68	\$1,846.88
27	DUCTILE IRON POLE, 70 FT CLASS 2	INSTALL	\$1,240.87	\$1,915.08
28	COMPOSITE POLE, 30 FT CLASS 5	INSTALL	\$334.09	\$841.36
29	COMPOSITE POLE, 35 FT CLASS 6	INSTALL	\$330.45	\$841.36
30	COMPOSITE POLE, 40 FT CLASS 2	INSTALL	\$505.68	\$841.36
31	COMPOSITE POLE, 45 FT CLASS 2	INSTALL	\$510.34	\$841.36
32	COMPOSITE POLE, 50 FT CLASS 2	INSTALL	\$514.64	\$1,369.79
33	COMPOSITE POLE, 55 FT CLASS 2	INSTALL	\$572.95	\$1,369.79
34	COMPOSITE POLE, 60 FT CLASS 2	INSTALL	\$695.84	\$1,369.79
35	COMPOSITE POLE, 65 FT CLASS 2	INSTALL	\$844.04	\$1,369.79
36	COMPOSITE POLE, 70 FT CLASS 2	INSTALL	\$945.04	\$1,447.80
37	SPLIT BOLT ON EXISTING POLE TOP	INSTALL	\$20.36	\$343.64
38	LIGHT, FLOOD	INSTALL	\$178.66	\$204.45
39	LIGHT, ROADWAY	INSTALL	\$131.46	\$204.45
40	LIGHT, SECURITY	INSTALL	\$120.38	\$204.45
41	LIGHT ARM, 2'	INSTALL	\$60.18	\$61.81
42	LIGHT ARM, 12'	INSTALL	\$93.28	\$61.81
43	OH TRANSFORMER 10KVA - 75 KVA	INSTALL	\$302.41	\$711.91
44	OH TRANSFORMER BANK, -XX KVA	INSTALL	\$429.74	\$1,423.81
45	OH TRANSFORMER BANK, 3-XX KVA	INSTALL	\$505.41	\$1,530.13
46	PLATFORM MOUNT TRANSFORMER BANK	INSTALL	\$697.86	\$3,193.47
47	UG PRI SPLICE, 1/0 CABLE	INSTALL	\$137.96	\$210.16
48	UG PRI SPLICE, 1000 MCM CABLE	INSTALL	\$137.96	\$511.58
49	UG SEC SPLICE, #2	INSTALL	\$38.74	\$35.61
50	UG SEC SPLICE, #2/0	INSTALL	\$39.01	\$70.96
51	UG SEC SPLICE, 350 MCM	INSTALL	\$38.74	\$70.96
52	UG SEC SPLICE, #4/0	INSTALL	\$41.38	\$35.61

53	UG SEC SPLICE, #6	INSTALL	\$39.01	\$35.61
54	SHIELD, 2"	INSTALL	\$222.40	\$380.26
55	SHIELD, 4"-6"	INSTALL	\$229.15	\$470.30
56	TRANSFER UG SERVICE RISER TO NEW POLE	INSTALL	\$159.13	\$1,490.70
57	HAND TRENCHING AND DIGGING (BY THE FOOT)	INSTALL	\$47.18	\$63.44
58	UG TERM ASSEM,1PH,1/0	INSTALL	\$376.12	\$626.97
59	UG TERM ASSEM,2PH,1/0	INSTALL	\$689.84	\$884.71
60	UG TERM ASSEM,3PH,1/0	INSTALL	\$1,776.00	\$1,089.41
61	UG TERM ASSEM,3PH,1000	INSTALL	\$2,291.54	\$1,572.46
62	1PH, 0-5 DEG	INSTALL	\$52.77	\$94.20
63	1PH, 5-30 DEG	INSTALL	\$62.38	\$94.20
64	1PH, 30-60 DEG	INSTALL	\$91.38	\$117.50
65	1PH, 60-90 DEG	INSTALL	\$126.58	\$525.82
66	1PH, SGL DE	INSTALL	\$91.38	\$262.91
67	1PH, TAP TO 1PH	INSTALL	\$95.00	\$478.16
68	1PH, TAP TO 2 OR 3PH	INSTALL	\$100.71	\$591.40
69	1PH, DOUBLE DE	INSTALL	N/B	\$776.94
70	2PH, 0-5 DEG	INSTALL	\$143.70	\$141.30
71	2PH, 5-30 DEG	INSTALL	\$182.82	\$235.50
72	2PH, 30-60 DEG	INSTALL	\$216.26	\$187.89
73	2PH, 60-90 DEG	INSTALL	\$232.17	\$771.80
74	2PH, SGL DE	INSTALL	\$256.50	\$385.90
75	2PH, TAP TO 1PH	INSTALL	\$178.04	\$601.15
76	2PH, TAP TO 2 OR 3PH	INSTALL	\$106.84	\$816.40
77	2PH, DOUBLE DE	INSTALL	\$100.71	\$1,077.82
78	3PH, 0-5 DEG	INSTALL	\$243.70	\$188.40
79	3PH, 5-30 DEG	INSTALL	\$243.70	\$329.70
80	3PH, 30-60 DEG	INSTALL	\$316.26	\$258.29

81	3PH, 60-90 DEG	INSTALL	\$332.17	\$516.58
82	3PH, SGL DE	INSTALL	\$356.50	\$508.88
83	3PH, TAP TO 1PH	INSTALL	\$206.84	\$724.13
84	3PH, TAP TO 2 OR 3PH	INSTALL	\$201.71	\$1,041.39
85	3PH, DOUBLE DE	INSTALL	\$440.20	\$1,567.11
86	3PH,DBL-CIR,SGL XARM, 0-5 DEG	INSTALL	\$270.78	\$461.33
87	3PH DBL-CIR, DBL XARM 5-30 DEG	INSTALL	\$352.18	\$900.78
88	GUY, SGL DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$122.88	\$94.00
89	GUY, SINGLE OH GUY, THRU BOLT TYPE	INSTALL	\$152.29	\$94.00
90	GUY, GUY MARKER	INSTALL	\$21.08	\$51.05
91	GUY, 2-DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$150.42	\$188.00
92	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$220.42	\$282.01
93	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$287.30	\$376.01
94	GUY, SIDEWALK TYPE (REQUIRES PIPE)	INSTALL	\$119.68	\$167.73
95	GUY INSULATOR, POLE ATTACH	INSTALL	\$91.53	\$85.91
96	GUY INSULATOR, MID GUY	INSTALL	\$105.28	\$85.91
97	ANCHOR, BUST/EXPANSION	INSTALL	\$186.29	\$283.25
98	REPULL EXISTING GUY	INSTALL	\$92.66	\$94.00
99	GROUNDING ASSEMBLY, GROUND ROD TYPE	INSTALL	\$61.46	\$89.60
100	IN LINE SWITCH,600A	INSTALL	\$120.38	\$486.84
101	SWITCH,GANG OPER, 3PH, HORIZ	INSTALL	\$2,285.86	\$2,055.86
102	SWITCH,GANG OPER, 3PH, VERT	INSTALL	\$2,285.86	\$2,055.86
103	3 PHASE HANGING ARRESTER	INSTALL	\$223.35	\$358.04
104	ARRESTER, PRI-DIST	INSTALL	\$51.24	\$119.35
105	SWITCH AND ARRESTER ON POLE	INSTALL	\$223.35	\$210.29
106	JUMPER INSTALLATION (6 CU)	INSTALL	\$91.96	\$102.01
107	JUMPER INSTALLATION (4-1/0)	INSTALL	\$36.13	\$102.01
108	JUMPER INSTALLATION (2/0-336)	INSTALL	\$45.98	\$273.83

109	JUMPER INSTALLATION (477-795)	INSTALL	\$91.96	\$308.19
110	ARMOR ROD, PF, (#2/0-336)	INSTALL	\$59.10	\$128.87
111	ARMOR ROD, PF, (#4-1/0)	INSTALL	\$45.98	\$85.91
112	ARMOR ROD, PF, (#477-795)	INSTALL	\$68.97	\$171.82
113	FULL TENSION SLEEVES, (#2/0-336)	INSTALL	\$78.84	\$209.00
114	FULL TENSION SLEEVES, (#4-1/0)	INSTALL	\$60.18	\$166.05
115	FULL TENSION SLEEVES, (#477-795)	INSTALL	\$124.81	\$294.91
116	QUICKIE SLEEVES, (#2/0-336)	INSTALL	\$57.28	\$166.05
117	QUICKIE SLEEVES, (#4-1/0)	INSTALL	\$57.28	\$166.05
118	HOTLINE CLAMP	INSTALL	\$78.84	\$171.82
119	CROSSARM BRACES, WOOD & BOLTS	INSTALL	\$67.72	\$64.27
120	CROSSARM, WOOD	INSTALL	\$105.31	\$73.20
121	CROSSARM, STEEL	INSTALL	\$105.31	\$73.20
122	FIBERGLASS/POLYMER INSULATOR	INSTALL	\$71.22	\$47.10
123	SUSPENSION INSULATOR	INSTALL	\$183.32	\$70.40
124	POLE TOP POST INSUL W/BACKET,CLAMP TYPE	INSTALL	\$60.43	\$47.10
125	HORIZONTAL POST INSUL CLAMP	INSTALL	\$60.43	\$113.20
126	VERTICAL POST INSUL CLAMP	INSTALL	\$60.43	\$113.20
127	PRI INSULATOR, ASSEMBLY, POLE TOP	INSTALL	\$87.91	\$47.10
128	PRI INSULATOR, ASSEMBLY, SIDE TYPE	INSTALL	\$87.91	\$47.10
129	1PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$98.77	\$253.09
130	2PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$175.21	\$499.65
131	3PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$254.52	\$746.33
132	POLE TOP PIN & INSUL (OFFSET)	INSTALL	\$51.24	\$89.91
133	XARM CLAMP TYPE INS	INSTALL	\$46.04	\$47.10
134	1PH EQUIP BRACKET	INSTALL	\$51.24	\$42.81
135	3PH EQUIP BRACKET	INSTALL	\$60.18	\$85.61
136	EYE BOLT ASSEMBLY	INSTALL	\$15.20	\$25.77

137	OH 1-PHASE PRIMARY TRANSFER	INSTALL	\$114.28	\$141.32
138	OH 2-PHASE PRIMARY TRANSFER	INSTALL	\$204.33	\$169.40
139	OH 3-PHASE PRIMARY TRANSFER	INSTALL	\$293.91	\$310.72
140	OH 1-PHASE PRIMARY RESAG	INSTALL	\$125.47	\$254.56
141	OH 2-PHASE PRIMARY RESAG	INSTALL	\$202.98	\$395.88
142	OH 3-PHASE PRIMARY RESAG	INSTALL	\$317.05	\$650.44
143	OH SECONDARY ASSEMBLY	INSTALL	\$46.08	\$92.82
144	OH SECONDARY RESAG	INSTALL	\$79.59	\$139.11
145	OH SERVICE ASSEMBLY	INSTALL	\$75.25	\$92.82
146	OH SERVICE MOVE	INSTALL	\$86.59	\$139.11
147	WIRE, #1/0 ACSR 6/1 RAVEN	INSTALL	\$1,142.96	\$0.91
148	WIRE, 336 ACSR 18/1 MERLIN	INSTALL	\$1,846.32	\$0.91
149	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	INSTALL	\$451.35	\$3.50
150	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	INSTALL	\$865.08	\$3.50
151	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	INSTALL	\$460.10	\$3.50
152	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	INSTALL	\$985.94	\$3.50
153	WIRE, OH, #1/0 AL QUAD XLP	INSTALL	\$876.40	\$4.37
154	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	INSTALL	\$1,058.98	\$4.37
155	WIRE, UG 1000MCM PRIMARY UG CABLE	INSTALL	\$1,409.10	\$12.87
156	WIRE, UG, #2/0, PRIMARY UG CABLE	INSTALL	\$644.54	\$6.01
157	WIRE, UG, #4/0 AL TRIPLEX XLP	INSTALL	\$845.48	\$6.01
158	ADDITIONAL GROUND TO NEUTRAL BOND	INSTALL	\$58.36	\$96.45
159	WOOD POLE, 30 FT CLASS 5	REMOVE	\$182.58	\$426.19
160	WOOD POLE, 35 FT CLASS 6	REMOVE	\$211.58	\$426.19
161	WOOD POLE, 40 FT CLASS 2	REMOVE	\$226.38	\$426.19
162	WOOD POLE, 45 FT CLASS 2	REMOVE	\$212.70	\$426.19
163	WOOD POLE, 50 FT CLASS 2	REMOVE	\$284.83	\$788.73
164	WOOD POLE, 55 FT CLASS 2	REMOVE	\$306.76	\$788.73

165	WOOD POLE, 60 FT CLASS 2	REMOVE	\$325.02	\$788.73
166	WOOD POLE, 65 FT CLASS 2	REMOVE	\$368.36	\$795.49
167	WOOD POLE, 70 FT CLASS 2	REMOVE	\$418.36	\$842.27
168	CONCRETE POLE, 30 FT CLASS 5	REMOVE	\$1,500.00	\$8,400.19
169	CONCRETE POLE, 35 FT CLASS 6	REMOVE	\$1,600.00	\$8,400.19
170	CONCRETE POLE, 40 FT CLASS 2	REMOVE	\$1,700.00	\$8,400.19
171	CONCRETE POLE, 45 FT CLASS 2	REMOVE	\$1,800.00	\$8,400.19
172	CONCRETE POLE, 50 FT CLASS 2	REMOVE	\$1,900.00	\$8,400.19
173	CONCRETE POLE, 55 FT CLASS 2	REMOVE	\$2,000.00	\$8,400.19
174	CONCRETE POLE, 60 FT CLASS 2	REMOVE	\$2,500.00	\$8,400.19
175	CONCRETE POLE, 65 FT CLASS 2	REMOVE	\$3,000.00	\$8,400.19
176	CONCRETE POLE, 70 FT CLASS 2	REMOVE	\$3,500.00	\$8,400.19
177	DUCTILE IRON POLE, 30 FT CLASS 5	REMOVE	\$202.56	\$426.19
178	DUCTILE IRON POLE, 35 FT CLASS 6	REMOVE	\$231.85	\$426.19
179	DUCTILE IRON POLE, 40 FT CLASS 2	REMOVE	\$246.38	\$426.19
180	DUCTILE IRON POLE, 45 FT CLASS 2	REMOVE	\$286.40	\$426.19
181	DUCTILE IRON POLE, 50 FT CLASS 2	REMOVE	\$350.70	\$788.73
182	DUCTILE IRON POLE, 55 FT CLASS 2	REMOVE	\$375.22	\$788.73
183	DUCTILE IRON POLE, 60 FT CLASS 2	REMOVE	\$480.20	\$788.73
184	DUCTILE IRON POLE, 65 FT CLASS 2	REMOVE	\$510.60	\$795.49
185	DUCTILE IRON POLE, 70 FT CLASS 2	REMOVE	\$655.48	\$842.27
186	COMPOSITE POLE, 30 FT CLASS 5	REMOVE	\$182.58	\$426.19
187	COMPOSITE POLE, 35 FT CLASS 6	REMOVE	\$211.85	\$426.19
188	COMPOSITE POLE, 40 FT CLASS 2	REMOVE	\$226.38	\$426.19
189	COMPOSITE POLE, 45 FT CLASS 2	REMOVE	\$212.70	\$426.19
190	COMPOSITE POLE, 50 FT CLASS 2	REMOVE	\$284.83	\$788.73
191	COMPOSITE POLE, 55 FT CLASS 2	REMOVE	\$306.76	\$788.73
192	COMPOSITE POLE, 60 FT CLASS 2	REMOVE	\$325.02	\$788.73
193	COMPOSITE POLE, 65 FT CLASS 2	REMOVE	\$368.36	\$795.49

194	COMPOSITE POLE, 70 FT CLASS 2	REMOVE	\$418.36	\$842.27
195	SPLIT BOLT ON EXISTING POLE TOP	REMOVE	\$19.77	\$42.96
196	LIGHT, FLOOD	REMOVE	\$65.76	\$121.41
197	LIGHT, ROADWAY	REMOVE	\$65.76	\$121.41
198	LIGHT, SECURITY	REMOVE	\$66.52	\$121.41
199	LIGHT ARM, 2'	REMOVE	\$25.51	\$17.64
200	LIGHT ARM, 12'	REMOVE	\$38.26	\$17.64
201	OH TRANSFORMER 10KVA - 75 KVA	REMOVE	\$183.72	\$498.96
202	OH TRANSFORMER BANK, -XX KVA	REMOVE	\$325.63	\$997.91
203	OH TRANSFORMER BANK, 3-XX KVA	REMOVE	\$450.37	\$1,117.71
204	PLATFORM MOUNT TRANSFORMER BANK	REMOVE	\$395.52	N/B
205	UG PRI SPLICE, 1/0 CABLE	REMOVE	\$133.94	N/B
206	UG PRI SPLICE, 1000 MCM CABLE	REMOVE	\$133.94	N/B
207	UG SEC SPLICE, #2	REMOVE	\$37.62	N/B
208	UG SEC SPLICE, #2/0	REMOVE	\$40.16	N/B
209	UG SEC SPLICE, 350 MCM	REMOVE	\$37.62	N/B
210	UG SEC SPLICE, #4/0	REMOVE	\$40.16	N/B
211	UG SEC SPLICE, #6	REMOVE	\$37.62	N/B
212	SHIELD, 2"	REMOVE	\$166.86	\$277.49
213	SHIELD, 4"-6"	REMOVE	\$166.86	\$288.62
214	TRANSFER UG SERVICE RISER TO NEW POLE	REMOVE	\$370.80	\$1,490.70
215	HAND TRENCHING AND DIGGING (BY THE FOOT)	REMOVE	\$19.58	N/B
216	UG TERM ASSEM,1PH,1/0	REMOVE	\$170.10	\$390.59
217	UG TERM ASSEM,2PH,1/0	REMOVE	\$255.08	\$390.59
218	UG TERM ASSEM,3PH,1/0	REMOVE	\$425.23	\$493.32
219	UG TERM ASSEM,3PH,1000	REMOVE	\$1,892.28	\$554.96
220	1PH, 0-5 DEG	REMOVE	\$42.70	\$75.36
221	1PH, 5-30 DEG	REMOVE	\$48.39	\$75.36

222	1PH, 30-60 DEG	REMOVE	\$48.39	\$94.02
223	1PH, 60-90 DEG	REMOVE	\$48.39	\$336.37
224	1PH, SGL DE	REMOVE	\$74.61	\$168.18
225	1PH, TAP TO 1PH	REMOVE	\$74.60	\$214.51
226	1PH, TAP TO 2 OR 3PH	REMOVE	\$78.24	\$214.51
227	1PH, DOUBLE DE	REMOVE	\$144.04	\$466.69
228	2PH, 0-5 DEG	REMOVE	\$147.91	\$113.04
229	2PH, 5-30 DEG	REMOVE	\$156.20	\$188.40
230	2PH, 30-60 DEG	REMOVE	\$174.97	\$150.36
231	2PH, 60-90 DEG	REMOVE	\$193.47	\$504.66
232	2PH, SGL DE	REMOVE	\$191.47	\$252.33
233	2PH, TAP TO 1PH	REMOVE	\$120.81	\$298.65
234	2PH, TAP TO 2 OR 3PH	REMOVE	\$125.30	\$344.97
235	2PH, DOUBLE DE	REMOVE	\$229.66	\$643.63
236	3PH, 0-5 DEG	REMOVE	\$132.68	\$150.72
237	3PH, 5-30 DEG	REMOVE	\$142.25	\$263.76
238	3PH, 30-60 DEG	REMOVE	\$148.40	\$206.70
239	3PH, 60-90 DEG	REMOVE	\$148.40	\$413.40
240	3PH, SGL DE	REMOVE	\$152.68	\$336.48
241	3PH, TAP TO 1PH	REMOVE	\$183.36	\$382.80
242	3PH, TAP TO 2 OR 3PH	REMOVE	\$188.61	\$475.44
243	3PH, DOUBLE DE	REMOVE	\$222.98	\$971.28
244	3PH,DBL-CIR,SGL XARM, 0-5 DEG	REMOVE	\$190.08	\$370.32
245	3PH DBL-CIR, DBL XARM 5-30 DEG	REMOVE	\$195.60	\$753.25
246	GUY, SGL DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$60.82	\$59.49
247	GUY, SINGLE OH GUY, THRU BOLT TYPE	REMOVE	\$65.38	\$59.49
248	GUY, GUY MARKER	REMOVE	\$7.20	\$59.49
249	GUY, 2-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$116.28	\$118.98

250	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$130.47	\$178.47
251	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$167.82	\$237.97
252	GUY, SIDEWALK TYPE (REQUIRES PIPE)	REMOVE	\$60.72	\$105.98
253	GUY INSULATOR, POLE ATTACH	REMOVE	\$7.20	\$85.91
254	GUY INSULATOR, MID GUY	REMOVE	\$9.10	\$85.91
255	ANCHOR, BUST/EXPANSION	REMOVE	\$153.12	\$69.20
256	REPULL EXISTING GUY	REMOVE	\$92.66	\$59.49
257	GROUNDING ASSEMBLY, GROUND ROD TYPE	REMOVE	\$14.18	\$42.96
258	IN LINE SWITCH,600A	REMOVE	\$213.12	\$486.84
259	SWITCH,GANG OPER, 3PH, HORIZ	REMOVE	\$929.18	\$930.62
260	SWITCH,GANG OPER, 3PH, VERT	REMOVE	\$929.18	\$930.62
261	3 PHASE HANGING ARRESTER	REMOVE	\$128.35	\$247.98
262	ARRESTER, PRI-DIST	REMOVE	\$52.44	\$82.66
263	SWITCH AND ARRESTER ON POLE	REMOVE	\$118.06	\$167.30
264	JUMPER INSTALLATION (6 CU)	REMOVE	\$24.76	\$46.32
265	JUMPER INSTALLATION (4-1/0)	REMOVE	\$31.59	\$46.32
266	JUMPER INSTALLATION (2/0-336)	REMOVE	\$43.34	\$46.32
267	JUMPER INSTALLATION (477-795)	REMOVE	\$55.71	\$46.32
268	ARMOR ROD, PF, (#2/0-336)	REMOVE	\$24.76	\$85.91
269	ARMOR ROD, PF, (#4-1/0)	REMOVE	\$24.76	\$42.96
270	ARMOR ROD, PF, (#477-795)	REMOVE	\$24.76	\$85.91
271	FULL TENSION SLEEVES, (#2/0-336)	REMOVE	\$72.00	\$85.91
272	FULL TENSION SLEEVES, (#4-1/0)	REMOVE	\$72.00	\$85.91
273	FULL TENSION SLEEVES, (#477-795)	REMOVE	\$72.00	\$85.91
274	QUICKIE SLEEVES, (#2/0-336)	REMOVE	\$48.00	\$85.91
275	QUICKIE SLEEVES, (#4-1/0)	REMOVE	\$48.00	\$85.91
276	HOTLINE CLAMP	REMOVE	\$14.18	\$85.91
277	CROSSARM BRACES, WOOD & BOLTS	REMOVE	\$39.01	\$27.57

278	CROSSARM, WOOD	REMOVE	\$49.62	\$59.24
279	CROSSARM, STEEL	REMOVE	\$51.38	\$59.24
280	FIBERGLASS/POLYMER INSULATOR	REMOVE	\$85.84	\$37.68
281	SUSPENSION INSULATOR	REMOVE	\$170.56	\$56.34
282	POLE TOP POST INSUL W/BRACKET,CLAMP TYPE	REMOVE	\$200.23	\$37.68
283	HORIZONTAL POST INSUL CLAMP	REMOVE	\$28.36	\$86.95
284	VERTICAL POST INSUL CLAMP	REMOVE	\$56.32	\$86.95
285	PRI INSULATOR, ASSEMBLY, POLE TOP	REMOVE	\$59.70	\$37.68
286	PRI INSULATOR, ASSEMBLY, SIDE TYPE	REMOVE	N/B	\$37.68
287	1PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B	\$197.91
288	2PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B	\$381.24
289	3PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B	\$601.35
290	POLE TOP PIN & INSUL (OFFSET)	REMOVE	\$59.75	\$68.30
291	XARM CLAMP TYPE INS	REMOVE	\$44.70	\$37.68
292	1PH EQUIP BRACKET	REMOVE	\$28.36	\$30.62
293	3PH EQUIP BRACKET	REMOVE	\$49.62	\$61.53
294	EYE BOLT ASSEMBLY	REMOVE	\$24.76	\$4.30
295	OH 1-PHASE PRIMARY TRANSFER	REMOVE	\$114.28	\$28.08
296	OH 2-PHASE PRIMARY TRANSFER	REMOVE	\$204.33	\$56.16
297	OH 3-PHASE PRIMARY TRANSFER	REMOVE	\$296.94	\$84.24
298	OH 1-PHASE PRIMARY RESAG	REMOVE	\$125.49	\$141.32
299	OH 2-PHASE PRIMARY RESAG	REMOVE	\$202.98	\$282.64
300	OH 3-PHASE PRIMARY RESAG	REMOVE	\$317.25	\$423.96
301	OH SECONDARY ASSEMBLY	REMOVE	\$92.82	\$46.36
302	OH SECONDARY RESAG	REMOVE	\$79.59	\$139.11
303	OH SERVICE ASSEMBLY	REMOVE	\$14.60	\$46.36
304	OH SERVICE MOVE	REMOVE	\$84.07	\$139.11
305	WIRE, #1/0 ACSR 6/1 RAVEN	REMOVE	\$441.66	\$0.36

306	WIRE, 336 ACSR 18/1 MERLIN	REMOVE	\$822.71	\$0.36
307	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	REMOVE	\$322.80	\$2.66
308	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	REMOVE	\$424.68	\$2.66
309	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	REMOVE	\$322.71	\$2.66
310	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	REMOVE	\$432.42	\$2.66
311	WIRE, OH, #1/0 AL QUAD XLP	REMOVE	\$454.90	\$3.37
312	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	REMOVE	\$474.68	\$3.37
313	WIRE, UG 1000MCM PRIMARY UG CABLE	REMOVE	\$820.86	\$2.88
314	WIRE, UG, #2/0, PRIMARY UG CABLE	REMOVE	\$371.54	\$3.04
315	WIRE, UG, #4/0 AL TRIPLEX XLP	REMOVE	\$534.12	\$3.04
316	RSOP SAW OFF POLE	REMOVE	\$107.53	\$128.87
317	FLAT RATE FOR EMERGENCY SERVICE RESPONSE WITHIN TWO (2) HOURS		\$570.86	\$8,591.04
TOTAL			\$117,184.33	\$287,872.38
Will vendor hold pricing firm? Renewal Option 1			3% increase	3% increase
Will vendor hold pricing firm? Renewal Option 2			3% increase	3% increase
Will vendor hold pricing firm? Renewal Option 3			3% increase	3% increase
Will vendor hold pricing firm? Renewal Option 4			5% increase	3% increase

Recommended vendor:

Over and Under General Contractor, Inc.
 129 B Hurricane Shoals RD
 Lawrenceville, GA 30046
 Jerry Blackwell Jr.
 770-682-9160
overundercontractor@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 11, 2022
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Replacement Ford Explorer for Police Unit 152
- Department:** Fleet Department
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** \$57,572.71
- Presented By:** Steve North, Deputy City Manager
- Action Requested:** Ratification of Replacement Ford Explorer for Police Unit 152 to Wade Ford Inc. in the amount of \$34,648.40 and West Chatham Warning Devices in the amount of \$22,924.31.

Summary: Unit 152 was involved in an accident which resulted in a total loss. Captain Philip Byers found a replacement Explorer at Wade Ford Inc. Due to the current supply chain market, it would take 12+ months to receive a replacement Ford Explorer if ordering from the State contract.

Fiscal Impact: Amount of \$57,572.71. This is funded by the Capital Outlay Fund (3554900-541000) Project 05-008.

Attachments/Exhibits:
Email from Captain Philip Byers
Upfitter quote

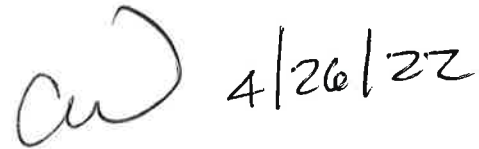
Steve North

From: Philip Byers <pbyers@lawrencevillepd.com>
Sent: Tuesday, April 26, 2022 10:42 AM
To: Steve North
Subject: RE: Replacement Explorer

I reached out to several different dealers looking for Explorers that were on the lot or being delivered, that were not spoke for by another agency. Wade was one of the first that was able to provide this benefit, as the sales person told me the vehicle was enroute and would be on the lot soon, which it is there now. The quote for the light package (West Chatham) is the same package we are getting on the Explorers that were purchased through Hardy on Budget vehicles (Turn Key) (which includes a camera, lettering and tint). With the supply issues, problems of getting vehicles and equipment, this option seems reasonable and this one of two vehicles that needs to be replaced. We received (per Rudnick) \$50,000.00 for this vehicle (replacement amount for insurance I suppose). The "contract vehicles" were ordered last fall and we are just now waiting on delivery to the city, after being completed, not to mention still waiting on one explorer, two pickups and a van to be built and delivered. I have been working with Michael to find these vehicles and equipment to get this mission accomplished. Heads up though, there is another vehicle coming into Wade that I put our name on (they won't hold it lone, but should be in in June – this would be for the second replacement, and again, the light package through West Chatham would be the same (if there is not another price increase in the next month)..

Please let me know if you need anything else. Just trying to be a part of the team and accomplish common goals (in a timely manner).

Phil



Philip Byers | Captain - Administrative Services Bureau Commander / Training Coordinator / Firearms Coordinator
Lawrenceville Police Department



P.O. Box 2200 | 300 Jackson Street, Lawrenceville, GA 30046
Office: (770) 670-5003
pbyers@lawrencevillepd.com | Lawrencevillepd.com



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WEST CHATHAM WARNING DEVICES

2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: LAWRENCEPD
Quote No.: 91061

Quote To: **LAWRENCEVILLE PD**
P.O. BOX 2200
LAWRENCEVILLE, GA 30046-2200

Ship To: **INSTALL**

FAX NUMBER: (770) 339-2422

Date	Ship Via	F.O.B.	Terms	
04/01/2022	UPS GROUND	Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	ANDREA PADGETT		04/30/2022	
Quantity	Item Number	Description	Unit Price	Amount

		22 FORD SUV PATROL color vehicle ? red driver/ blue pass		
1		WHE-EB8SP3J 48" LEGACY DUO RED/BLUE	2840.00	2840.00
1	WHE-MKAJ105	MKAJ105 ADJ STRAP 48-55" 20-21 INT SUV	0.00	0.00
1	WHE-C399	CENCOM CORE TRUNK	0.00	0.00
1	WHE-CCTL6	CORE HEAD W/ROTARY KNOB	0.00	0.00
1	WHE-C399K4	C399K4 OBD11 Inst Kit 21 SUV for use W/O 61B opt	0.00	0.00
1	WHE-CV2V	Vehicle To Vehicle Module, includes Internal Antenna FRONT PASS DASH	193.80	193.80
1	WHE-SA315P	Speaker 100 watt \$ INC	0.00	0.00
1	WHE-SA315P	Speaker 100 watt FRONT PUSH BUMPER	154.37	154.37
2	WHE-SAK1	SA315 Mt Kit Universal \$ INC	0.00	0.00
1	WHE-CEM16	Expansion Module Wecan X 16 output 4 Input FRONT PASS SIDE PANEL	141.97	141.97
1	WHE-CEXAMP	Amplifier Wecan X REAR CARGO	176.00	176.00
1	WHE-CHWLFE29	Chowler WCX One Speaker 20-21 Suv & mt bracket REAR CARGO	396.60	396.60
1	WHE-LINSV2B	LINZ6 V SERIES BLUE	145.00	145.00

Thank You

WEST CHATHAM WARNING DEVICES
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SAVANNAH, GA 31405

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FAX NUMBER: (770) 339-2422

Date	Ship Via	F.O.B.	Terms
04/01/2022	UPS GROUND	Origin	NET 30

Purchase Order Number	Sales Person	Quote Expires
	ANDREA PADGETT	04/30/2022

Quantity	Item Number	Description	Unit Price	Amount
		MIRROR-PASS		
1	WHE-LINSV2R	LINZ6 V SERIES RED 180 WARNING/PUDDLE LIGHT MIRROR-DRIVER	145.00	145.00
1	WHE-LSVBKT50	Under Mirror Mt (pair) 20-21 SUV (use w/LINSV2 sold sep)	16.20	16.20
3	WHE-3SRCCDCR	3" ROUND SPLIT RED/WHT COMPARTMENT LIGHT PRISONER REAR HATCH	54.00	162.00
1	WHE-PSD02FCR	STRIPLITE+ DUO FLASHER RED/W REAR SIDE WINDOW-DRIVER	113.40	113.40
1	WHE-PSE02FCR	STRIPLITE+ DUO REAR SIDE WINDOW-PASS	113.40	113.40
2	WHE-PSBKT90	PSBKT90 90 DEG MT KIT	16.20	32.40
2	WHE-I2SMD	SURFACE MT DUO ION RED/WHITE SIDE PUSH BUMPER-DRIVER	96.66	193.32
1	WHE-I2SME	ION DUO SURF MT BL/WHITE SIDE PUSH BUMPER-PASS	96.66	96.66
2	WHE-I2D	DUO LINEAR ION RED/WHITE BLK PUSH BUMPER CHANNEL	96.66	193.32
2	WHE-I2E	Duo ION Blue/White PUSH BUMPER CHANNEL	96.66	193.32
1	WHE-TLMIR	MINI ION T-SERIES LIGHT RED HATCH	82.20	82.20
1	WHE-TLMIB	MINI ION T-SERIES LIGHT BLUE HATCH	82.20	82.20
2	WHE-I3JC	TRIO ION R/B W/WHT OVERRIDE LICENSE PLATE	127.20	254.40
1	WHE-IONBKT1	License Plate Bkt for Ions (2 ION) Not Suf Mt	22.80	22.80

Thank You

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

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LAWRENCEVILLE, GA 30046-2200

Ship To: **INSTALL**

FAX NUMBER: (770) 339-2422

Date	Ship Via	F.O.B.	Terms	
04/01/2022	UPS GROUND	Origin	NET 30	
Purchase Order Number	Sales Person		Quote Expires	
	ANDREA PADGETT		04/30/2022	
Quantity	Item Number	Description	Unit Price	Amount
1	HAV-C-TTP-INUT-1201	TTP-INUT-1201 LIFT UP TRAY 21 INTER SUV REAR CARGO	620.78	620.78
1	HAV-C-TTP-INUT-4	TTP-INUT-4 Equip Tray 21 SUV (Must be used w/ w/ttp-inut1201 sep purchase)	222.28	222.28
1	BROT-PJ722	PocketJet 7 200dpi Thermal Printer with USB	384.00	384.00
1	BROT-LB3602	USB CABLE 6'	14.00	14.00
1	BROT-LB3692	Power Adapter Hard wired 14'	24.10	24.10
1	PRG-PRPSP4714UIN20A	SPACE SAVER- CENTER SLIDE W/ 2020 INT SUV EXP MET INSERT inc Rec Panel & Lower Ext	744.10	744.10
1	PRG-S4702UIN20OSB	Transport Seat & Rear 20 Int Suv Partition w/poly & OUTBOARD SB = (2 BOXES)	1353.80	1353.80
1	PRG-WB47NPUIN20	Pair, Steel Window Bars 21 INT SUV (for use w/O.E.M door panels only)	198.10	198.10
1	HAV-PROKIT-2	Adaptt Kit for Progard TTP 20-21 Int Suv or Partition	21.68	21.68
1	PRG-GVPM****S-H	Single Vert Trilock Gunrack ** gvpm4720S-H**	336.00	336.00
1	WES-36-2125	PUSHBUMPER 20-21 SUV	975.00	975.00
1	WES-36-2125PB	PIT BAR 20-21 SUV	0.00	0.00
1	WES-36-2125W	WING WRAP FOR BUMPER 20 -21 SUV	0.00	0.00
1	WES-36-6005W4	Westin Channel for 4 Ions Charger, Int Sedan & Suv	0.00	0.00

Thank You

WEST CHATHAM WARNING DEVICES
2208 GAMBLE RD
SAVANNAH, GA 31405

Quote

PHONE (912) 234-2600
FAX (912) 238-1369

Customer No.: LAWRENCEPD
Quote No.: 91061

Quote To: **LAWRENCEVILLE PD**
P.O. BOX 2200
LAWRENCEVILLE, GA 30046-2200

Ship To: **INSTALL**

FAX NUMBER: (770) 339-2422

Date	Ship Via	F.O.B.	Terms	
04/01/2022	UPS GROUND	Origin	NET 30	
Purchase Order Number		Sales Person	Quote Expires	
		ANDREA PADGETT	04/30/2022	
Quantity	Item Number	Description	Unit Price	Amount
1	TES-83142	COAX 17' 3/8" BRASS WITH MINI UHF LOOSE	30.00	30.00
1	TES-92556	800 ANT (STUBBY) BLK/BLK	45.00	45.00
1	SHOPSUPPLY	SHOP SUPPLY FEE (WIRING, LOOM, ETC)	45.00	45.00
1		shipping	200.00	200.00
1	LABOR	Labor LABOR TO INSTALL	2200.00	2200.00
1	WAT-VIS-EXT-WIF-BUN	VISTA HD WIFI & 4RE SYSTEM BUNDLE-INC'S 4RE STANDARD DVR & VISTA HD WIFI CAMERA LAWRENCEVILLE PD - 2022 FORD INT SUV - CONSOLE MNT	6400.00	6400.00
1		DECAL KIT BLACK & WHITE DOOR WRAP & DECAL	765.00	765.00
1		TINT LEGAL % & FRONT STRIP	250.00	250.00
1	LABOR	Labor LABOR TO INSTALL CAMERA	250.00	250.00
			Quote subtotal	22924.31
			Quote total	22924.31

Pricing subject to Manufacture price increases

Thank You



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 11, 2022
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Amend Chapter 8, Animals of the Code of Ordinances of the City of Lawrenceville
- Department:** City Manager
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** None
- Presented By:** Steve North, Deputy City Manager
- Action Requested:** Repeal Article I of Chapter 8 (Animals) of the Code of the City of Lawrenceville, Georgia and replace it with a new Article I of Chapter 8 of the Code of the City of Lawrenceville, Georgia, entitled "Animals in General".

Summary: Gwinnett County has updated their Ordinance regulating animals. This item will update our Ordinance to match the County changes so any necessary enforcement action will be the same. The County enforces animal control countywide as a part of the Service Delivery Strategy (SDS) agreement between Gwinnett County and the cities within the County.

Fiscal Impact: None

Attachments/Exhibits: Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND PROVISIONS RELATED TO (IN GENERAL) ARTICLE I OF CHAPTER 8 (ANIMALS) OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA

WHEREAS, the City Council of the City of Lawrenceville, Georgia recognizes that animal regulation is in the best interest of individuals and the community for the enjoyment of life and property and in the conduct of business; and

WHEREAS, the City Council also recognizes that uncontrolled animals negatively impacts tourism, economic development, and residents making it difficult for visitors, workers and residents to enjoy places and activities; and

WHEREAS, the City Council further recognizes that uncontrolled animals could be a hazard to the public health, welfare, safety, and quality of life of those living, working, and visiting the City of Lawrenceville; and

WHEREAS, the City Council is authorized to adopt ordinances for the purpose of protecting and preserving the public health, safety, and welfare of the City and its residents; and

WHEREAS, the City Council believes that it is in the best interest of the City to revise the City Animal Ordinance to align with the Gwinnett County Ordinance so that it can be enforced by Gwinnett County Animal Control within the City in accordance with the Service Delivery Strategy between Gwinnett County and the cities therein.

NOW, THEREFORE, BE IT ORDAINED that the City Council hereby repeals Article I (In General) of Chapter 8 (Animals) of the Code of the City of Lawrenceville, Georgia and replaces it with a new Article I of Chapter 8 of the Code of the City of Lawrenceville, Georgia, entitled "Animals in General" as follows:

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

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

Sec. 8-2. - Modifications of terms.

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

Sec. 10-1. Definitions – *Police Officer* means any law enforcement officer empowered to make arrests or cause to be issued summonses in the City of Lawrenceville.

Sec. 10-2. Penalties for violation of chapter.

City shall replace county herein.

Sec. 10-4. Summons.

(b) City shall replace county herein.

Sec. 10-5. Liability of the county, animal welfare division, officers and employees.

City shall replace county herein.

Sec. 10-8. Public nuisance animal.

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

Sec. 10-140. Rabies vaccination certificates.

Shall be deleted in its entirety and replaced with the following:

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

Sec. 8-3. – Animals in Parks.

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

NOW, THEREFORE, BE IT FURTHER ORDAINED that this Ordinance shall be effective on May 24, 2022.

BE IT FURTHER ORDAINED that all ordinances, regulations or parts of the same in conflict with this Ordinance are hereby rescinded to the extent of said conflict.

IT IS SO ORDAINED, this 23rd day of May, 2022.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 11, 2022

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Approval of a Resolution to Adopt Amended and Restatement of the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for the City of Lawrenceville
- Department:** City Manager
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** None
- Presented By:** Steve North, Deputy City Manager
- Action Requested:** Approval of a Resolution to Adopt Amended and Restatement of the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for the City of Lawrenceville

Summary: This Resolution to Adopt Amended and Restatement of the Association County Commissioners of Georgia 401(a) Defined Contribution Plan for the City of Lawrenceville is needed to reflect changes in the law and to protect the Plan’s tax-qualified status under the Internal Revenue Code.

Fiscal Impact: None

Attachments/Exhibits: Resolution

**RESOLUTION TO ADOPT
AMENDED AND RESTATED
ACCG 401(a) DEFINED CONTRIBUTION PLAN
FOR CITY OF LAWRENCEVILLE EMPLOYEES**

WHEREAS, the City of Lawrenceville, Georgia (the “Employer”) has previously adopted the Association County Commissioners of Georgia (ACCG) 401(a) Defined Contribution Plan for City of Lawrenceville Employees (the “Plan”) through an Adoption Agreement;

WHEREAS, ACCG has appointed a Defined Contribution Plan Program Board of Trustees (the “DC Board”) pursuant to the ACCG Defined Contribution Plan Program Master Trust Agreement (the “Master Trust”), to oversee Plan administration, Plan documentation and to select investment options for investment of the assets of the Plan;

WHEREAS, ACCG has amended and restated the ACCG 401(a) Defined Contribution Plan Document and the accompanying Adoption Agreement to reflect changes in applicable law and has obtained Internal Revenue Service (IRS) preapproval for the amended and restated ACCG 401(a) Defined Contribution Plan Document and Adoption Agreement (the “2020 IRS Pre-Approved Plan Documents”); and

WHEREAS, the Employer desires to amend and restate its Plan by adopting the 2020 IRS-Preapproved Plan Documents.

NOW THEREFORE, at a meeting held on the ____ day of _____, 20____, the Mayor and Council of the City of Lawrenceville hereby resolve as follows:

RESOLVED that the Mayor and Council hereby approve the adoption of the attached amended and restated ACCG 401(a) Defined Contribution Plan for City of Lawrenceville Employees, consisting of the ACCG Basic Plan Document and the accompanying Adoption Agreement which reflects the elections made by the Employer under the provisions of the amended and restated Plan.

FURTHER RESOLVED that, except as otherwise specifically provided therein, the effective date of the amended and restated Plan shall be January 1, 2022.

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

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

CITY OF LAWRENCEVILLE

By: _____
Mayor

Date: _____

Attest:

By: _____
City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, MAY 11, 2022
AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** School Zone Safety Cameras Communication Plan
- Department:** Community Relations & Communications
- Date of Meeting:** Wednesday, May 11, 2022
- Fiscal Impact:** \$0.00
- Presented By:** Melissa Hardegree, Community Relations Director
- Action Requested:** Project Update – No Action Necessary

Summary: School Zone Cameras Communication Plan

Background: The Community Relations Department has created a public relations / communications plan for the August 2022 implementation of the school zone safety cameras scheduled for installation at:

- Lawrenceville Elementary
- Benefield Elementary
- Winn Holt Elementary
- Central Gwinnett High School

Concurrences: Police Department

Attachments/Exhibits: