



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION

AGENDA

Wednesday, February 10, 2021
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

- [1.](#) ANNX2020-00003; Jackson EMC, Randy Dellinger; 461 & 454 Swanson Drive
- [2.](#) RZC2020-00019; Jackson EMC, Randy Dellinger; 461 Swanson Drive
- [3.](#) RZC2020-00020; Jackson EMC, Randy Dellinger; 454 Swanson Drive
- [4.](#) SUP2020-00043; MSM Lawrenceville LLC; 455 Grayson Highway
- [5.](#) Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract
- [6.](#) Residential Recyclable Materials Collection on an Annual Contract
- [7.](#) Purchase of Electrical Materials on a Six-Month Contract
- [8.](#) Amendment 1 to the IGA with Gwinnett County for Sims and Phillips Street Project
- [9.](#) HVAC and Elevator Air Purification Project
- [10.](#) Repair of Rear Load Garbage Truck 713
- [11.](#) SPLOST Project Budget Amendments
- [12.](#) Ordinance Amendment to Article 2 of Chapter 26 for False Emergency Services Alarm
- [13.](#) Ordinance Amendment to Chapter 4 Alcoholic Beverages related to Growler Shops

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

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

Item: ANNX2020-00003; Jackson EMC, Randy Dellinger; 461 & 454 Swanson Drive

Department: Planning and Development

Date of Meeting: Wednesday, February 10, 2021

Presented By: Todd Hargrave, Director Planning and Development Department

Department Recommendation: Approval

Planning Commission Recommendation: Approval

Summary: The property owner is requesting to annex into the City limits.

Attachments/Exhibits:

- **ANNX2020-00003 Report**
- **ANNX2020-00003 Planning and Development Recommendation**
- **ANNX2020-00003 Application**

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
ANNEXATION AND REZONING

CASE NUMBER	ANNX2020-00003 RZC2020-00019 RZC2020-00020
APPLICANT	JACKSON EMC
CONTACT	RANDY DELLINGER
PHONE NUMBER	M770.822.3219
ZONING CHANGE	GWINNETT COUNTY, M-1 (LIGHT INDUSTRY DISTRICT) TO CITY OF LAWRENCEVILLE LM (LIGHT MANUFACTURING DISTRICT)
LOCATION	461 SWANSON DRIVE 454 SWANSON DRIVE
PARCEL ID	R7012 050 (10 .10ACRES) R7012 074 (3 ACRES)
ACREAGE	APPROXIMATELY 13.10 ACRES
PROPOSED DEVELOPMENT	EXISTING PROPERTIES
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

The subject properties are located within unincorporated Gwinnett County, zoned M-1 (Light Industry District).

PROJECT DATA:

The applicant requests annexation, and rezoning of two parcels of land (R7012 050, R7012 074) within unincorporated Gwinnett County, totaling approximately 13.10-acres from M-1 (Gwinnett County Light Industry District) to LM (City of Lawrenceville Light Manufacturing District). The subject properties are located at 461 and 454 Swanson Drive, just east of Buford Drive, and west of Hi Hope Road. The properties are currently developed and utilized for light industrial activities.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located close to the Community Mixed Use Character Area. Although not strictly consistent with the intent of the Plan, the long-standing use of the properties and their compatibility with the variety of uses and zoning in the immediate area may be considered consistent with the policies of the City of Lawrenceville.

The surrounding area is characterized by a variety of uses and zoning. To the south, within the city limits are undeveloped properties zoned BG (General Business District). To the east, outside the city limits of Lawrenceville and adjacent to subject property are developed and undeveloped properties zoned OI (Gwinnett County Office Institutional District). Adjacent to the west, is the remainder of the Jackson EMC campus within the city limits zoned BG. Although the property was developed years ago, the integration of the two parcels into the city limits could be considered to complete the development process.

The proposed annexation and rezoning are consistent with the policies of the City of Lawrenceville; which are designed to attract, develop, maintain and retain a diverse array of professional businesses, and inventory of land to support the city's growth, influence and marketability. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the requested Annexation and Rezoning.

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

The boundary and partial topographic survey exhibits are six years old, and do not show improvements that have been made to the property since January 2015, including the Jackson Electric facilities gaining direct access to Buford Drive. The aerial photo exhibits show the changes really well. All of the changes occurred on the portion of the JEMCO property that is currently within the city limits.

There is a large detention pond located entirely (or essentially entirely) on the 3-acre tract. Jackson Electric needs to provide the City with a current as-built survey of the pond. A recorded Inspection and Maintenance Agreement associated with the pond will also be required along with the deed book and page number recording information. If there is not an I&M Agreement, Jackson EMC will have to prepare a draft and submit it to the City for review.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No Comment.

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

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes, the requested annexation and rezoning could be considered to be consistent with adjacent and nearby properties.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No, the annexation and rezoning should not adversely affect the existing use of adjacent or nearby properties.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes*
4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes, the proposed annexation and rezoning conform with the policies and intent of the City's 2040 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?** *The proposed annexation and rezoning will allow the city to expand and reinforce its economic foundation.*

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

ANNX2020-00003

Approval of annexation as LM (Light Manufacturing District), subject to the following enumerated conditions:

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

- A. Uses permitted in the LM (Light Manufacturing District).
- B. Current uses shall be considered legal nonconforming if they do not meet the 2020 City of Lawrenceville Zoning Ordinance standards. In the case the current uses cease, the property shall come into compliance.
- C. Must combine all parcels to one.



LAWRENCEVILLE

GEORGIA

1.

December 18, 2020

The Honorable Charlotte Nash, Chairman
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, Georgia 30046

Re: City of Lawrenceville Annexation Application - ANN2020-00003

Owners:

Jackson Electric Membership Corporation (R7012 050)
Jackson Electric Membership Corporation (R7012 074)

Requested Zoning: LM (Light Manufacturing District)

Dear Chairman Nash:

Please be advised that the City of Lawrenceville, Georgia, by the authority vested in the Mayor and Council of the City of Lawrenceville, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property, hereinafter described, by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation in accordance with O.C.G.A. §36-36-6, O.C.G.A. §36-36-9 and O.C.G.A. §36-36-111.

SEE ATTACHED LEGAL DESCRIPTIONS AND SURVEYS

Pursuant to O.C.G.A. §36-36-7 and O.C.G.A. §36-36-9, you are requested to notify the Mayor and City Council of the City of Lawrenceville, in writing and by certified mail, return receipt requested, of any county facilities or property located within the area to be annexed, within five (5) business days of receipt of this letter.

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

In accordance with Georgia law, this letter provides you with a copy of the annexation and zoning/land use request. The rezoning application specifies and identifies the requested zoning and any zoning or land use changes. Copies of the annexation application and rezoning application are enclosed with this notice. A public hearing on the rezoning of the property, which is to be annexed is set for 7:00 P.M. on Monday, February 22, 2021. The proposed City zoning classification of the property is LM (Light Manufacturing District). The hearing on the annexation will also be held on Monday, February 22, 2021. The annexation and zoning hearings will take place in the City Hall building at 70 South Clayton Street, Lawrenceville, Georgia.

Notice has been provided in this letter in accordance with O.C.G.A. §36-36-111. If the County governing authority intends to object to this annexation, please notify the Mayor and City Council of the objection within 30 days as provided in O.C.G.A. §36-36-113.

Sincerely,



Chuck Warbington, PE | City Manager



LAWRENCEVILLE
GEORGIA

70 South Clayton Street | PO Box 2200

Lawrenceville GA 30046

Office: 678-407-6415 | LawrencevilleGa.org

Enc: Annexation Application; Legal Descriptions; Surveys

C: Ms. Kathy Holland, Gwinnett County Planning and Development Director
Mr. Glenn Stephens, Gwinnett County Administrator



LAWRENCEVILLE

GEORGIA

1.

Via Priority Mail and Certified Mail

December 18, 2020

The Honorable Charlotte Nash, Chairman
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046

Re: Lawrenceville Annexation Application - ANNX2020-00003

Dear Ms. Charlotte Nash:

Please see the attached documents in regards to the Annexation:

- Letter from City Manager, Chuck Warbington, P.E.
- Annexation application.
- Survey and Legal Description for subject property.

Sincerely,

Todd Hargrave | Director
Planning and Development Department



LAWRENCEVILLE
GEORGIA

70 S Clayton St | PO Box 2200,
Lawrenceville GA 30046
Office: 678.407.6563

Enc: Annexation Application; Legal Descriptions; Surveys

C: Ms. Kathy Holland, Gwinnett County Planning and Development Director
Mr. Glenn Stephens, Gwinnett County Administrator



LAWRENCEVILLE

GEORGIA

1.

City of Lawrenceville Planning Department
P.O. Box 2200
Lawrenceville, GA 30046
Phone: 678-407-6400
E-Mail: Planning@lawrencevillega.org

Date Received _____
Case File #: ANX _____

APPLICATION FOR ANNEXATION

DATE 12-14-2020

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of _____.

Address of Property to be annexed: 461 Swanson Dr, Lawrenceville, GA 30043

Area: 10.10 acres or _____ square feet.

Tax Map Number: R 7012 050

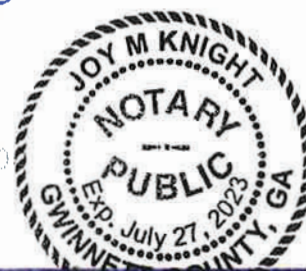
Owners of Property: Jackson Electric Membership Corporation

Address if different from Property: P.O. Box 38 Phone: (770) 822-3219
Jefferson, GA 30549

Applicant Name and Address: Jackson EMC Phone: (770) 822-3219
Randy Dellinger
825 Buford Dr.
Lawrenceville, GA 30043

Randy L. Dellinger 12-14-2020 Randy L. Dellinger 12-14-2020
Signature of Applicant Date Signature of Owner Date

Randy L. Dellinger 12-14-2020 Jackson EMC 12-14-2020
Print Name of Applicant Date Print Name of Owner Date
Joy M. Knight 12-14-20 Joy M. Knight 12-14-20
Signature of Notary Date Signature of Notary Date



205 Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org
ANNX2020-00003
RZC2020-00020
Received: December 14, 2020
Planning and Development Department



LAWRENCEVILLE

GEORGIA

1.

City of Lawrenceville Planning Department
P.O. Box 2200
Lawrenceville, GA 30046
Phone: 678-407-6400
E-Mail: Planning@lawrencevillega.org

Date Received _____
Case File #: ANX _____

APPLICATION FOR ANNEXATION

DATE 12-14-2020

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of _____.

Address of Property to be annexed: 454 Swanson DR, Lawrenceville, GA 30043

Area: 3.00 acres or _____ square feet.

Tax Map Number: R 7012 074

Owners of Property: Jackson Electric Membership Corporation

Address if different from Property: P.O. Box 38 Phone: (770) 822-3219
Jefferson, GA 30549

Applicant Name and Address: Randy L. Dellinger Phone: (770) 822-3219
Jackson EMC
825 Buford DR.
Lawrenceville, GA 30043

Randy L. Dellinger 12-14-2020 Randy L. Dellinger 12-14-2020
Signature of Applicant Date Signature of Owner Date

Randy L. Dellinger 12-14-2020 Jackson EMC 12-14-2020
Print Name of Applicant Date Print Name of Owner Date

Joy M. Knight 12-14-20 Joy M. Knight 12-14-20
Signature of Notary Date Signature of Notary Date



705 Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
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ANNX2020-00003
RZC2020-00020
Received: December 14, 2020
Planning and Development Department

ANNX 2020-00003



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Randy L. Dellinger</u>	NAME: <u>Jackson Electric Membership Corporation</u>
ADDRESS: <u>825 Buford Drive</u>	ADDRESS: <u>P.O. Box 38</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Jefferson</u>
STATE: <u>GA</u> ZIP: <u>30043</u>	STATE: <u>GA</u> ZIP: <u>30549</u>
CONTACT PERSON: <u>Randy L. Dellinger</u> PHONE: <u>770.822.3219</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>M-1 (County)</u> REQUESTED ZONING DISTRICT: <u>LM (City)</u>	
PARCEL NUMBER(S): <u>7012 050 & 7012 074</u> ACREAGE: <u>13.1067</u>	
ADDRESS OF PROPERTY: <u>457 Swanson Drive, Lawrenceville, GA 30043</u>	

See attached Annexation Application
SIGNATURE OF APPLICANT DATE

Randy L. Dellinger
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

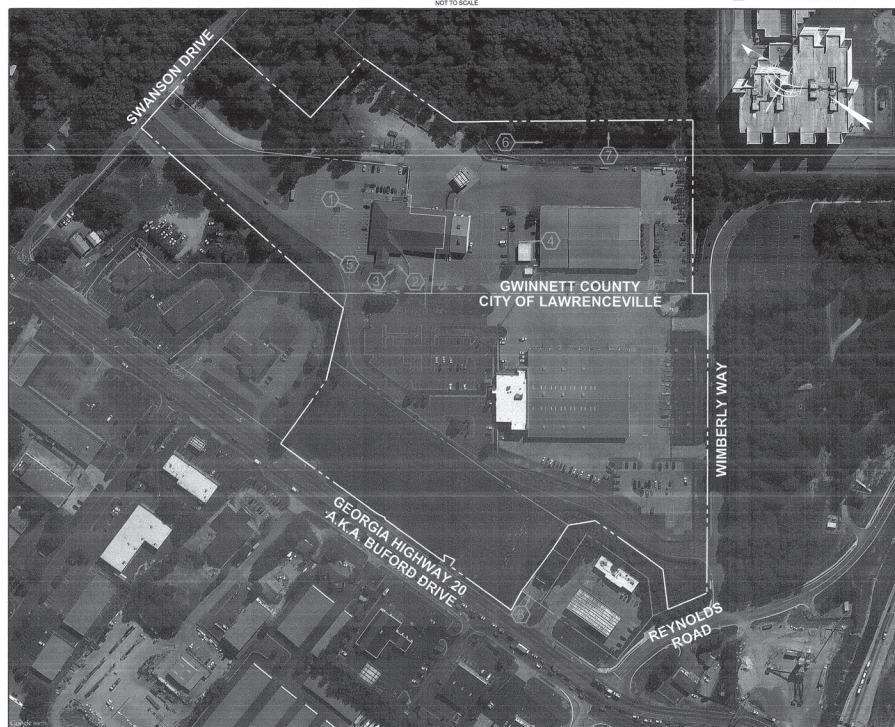
See attached Annexation Application
SIGNATURE OF OWNER DATE

Jackson Electric Membership Corporation
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

NOT TO SCALE
LAT - 33°59'3.19"N
LONG - 83°58'5.82"W

5 → PICTURE LOCATION AND DIRECTION



AERIAL IMAGE PROVIDED BY GOOGLE EARTH

EQUIPMENT USED:
A TOPCON 223 TOTAL STATION WAS USED TO OBTAIN ANGULAR MEASUREMENTS AND DISTANCE MEASUREMENTS.
A TRIMBLE R-8 DUAL FREQUENCY GPS UNIT WAS USED FOR ESTABLISHING CONTROL. A NETWORK ADJUSTED RTK SURVEY WAS PERFORMED AND ADJUSTED BY RELATIVE POSITIONAL ACCURACY.

THE FIELD DATA UPON WHICH THIS SURVEY IS BASED HAD A CLOSURE OF ONE FOOT IN 49,526 FEET AND AN ANGULAR ERROR OF 1" PER ANGLE POINT AND WAS ADJUSTED USING THE COMPASS RULE.

THE BEARINGS SHOWN ON THIS SURVEY ARE COMPUTED ANGLES BASED ON A GRID BEARING BASE (1/4 WEST 2008) MAGNET.

ALL HORIZONTAL DISTANCES SHOWN ARE GROUND DISTANCES.
MEASURING UNITS OF THIS SURVEY ARE IN U.S. SURVEY FEET.
CONTOURS ARE SHOWN AT TWO FOOT INTERVALS.

ELEVATIONS ARE BASED ON RTK GLOBAL POSITIONING SYSTEMS OBSERVATION AND ARE RELATIVE TO NAVD 88 DATUM.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER, AND

LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY TO THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT MANNER BY THOSE USING THIS DRAWING.

THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT

SHOWN MAY BE ENCOUNTERED, THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND

THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION SHOWN HEREON AS TO SUCH UNDERGROUND

INFORMATION.

HEREON, IS BASED ON OBSERVATIONS TAKEN BY TERRAMARK EMPLOYEES AT THE DISCLOSURE ELEVATION OF THE EXISTING STRUCTURE. TERRAMARK EMPLOYEES

THE GRADING ELEVATION OF THE EXISTING STRUCTURE. TERRASIGN EMPLOYEES ARE NOT AUTHORIZED TO ENTER A CONFINED SPACE SUCH AS A STRUCTURE. THEREFORE, THERE IS NO CERTAINTY OF THE PIPE SIZES AND PIPE MATERIAL THAT

ARE SHOWN ON THIS SURVEY. EXCAVATION BY A CERTIFIED CONTRACTOR IS THE ONLY WAY TO VERIFY PIPE SIZE AND MATERIAL. THE OWNER, HIS EMPLOYEES, HIS

CONSULTANTS, HIS CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS

OR SUFFICIENCY OF THE PIPE INFORMATION SHOWN HEREON.

THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON OR PERSONS OR ENTITY NAMED HEREON. THIS SURVEY DOES NOT EXTEND TO ANY UNNAMED PERSONS OR ENTITY WITHOUT THE EXPRESS CERTIFICATION BY THE SUBJUGOR.

PERSONS OR ENTITY, WITHOUT THE EXPRESS CERTIFICATION BY THE SIGNATOR NAMING SAID PERSON, PERSONS OR ENTITY.

INFORMATION REGARDING SIZE, LOCATION, AND SPECIES OF EXISTING TREES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE SIZE AND SPECIES OF THE SAID

TREES WITHOUT VERIFICATION FROM THE DESIGNATED ARBORIST BY THE LOCAL REGULATORY AUTHORITY. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, HIS

CONTRACTORS, AND/OR HIS AGENTS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUPERSEDED BY THESE INFORMATIONAL PURPOSES. THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUPERSEDED BY THESE INFORMATIONAL PURPOSES.

SUFFICIENCY OF THIS INFORMATION BROWN HEREON EXCEPT BY APPROVAL OF SAID AUTHORITY.

STATE WATERS AND BUFFERS AS SHOWN OR NOT SHOWN HEREON ARE SUBJECT TO REVIEW BY LOCAL JURISDICTION OFFICIALS. IT IS THE RESPONSIBILITY OF

THE LOCAL AUTHORITY TO DETERMINE SPECIFIC WATER CLASSIFICATION,
THEREFORE TERRAMARK LAND SURVEYING ACCEPTS NO RESPONSIBILITY IN THE

IDENTIFICATION OF SAID WATERS OR BUFFERS IDENTIFIED OR NOT IDENTIFIED HEREON.

TERRAMARK LAND SURVEYING, INC. DOES NOT WARRANT THE EXISTENCE OR

NON-EXISTENCE OF ANY WETLANDS OR HAZARDOUS WASTE IN THE SURVEY AREA.

FIELD WORK FOR THIS PROPERTY WAS COMPLETED ON JANUARY 20, 2015.

LEASE PARCEL:	170,112 SQ FT OR 3.9052 AC
PARCEL ONE:	400,814 SQ FT OR 9.2015 AC
PARCEL TWO:	451,032 SQ FT OR 10.3749 AC
PARCEL THREE:	175,194 SQ FT OR 4.0219 AC
OVERALL AREA:	1,198,052 SQ FT OR 27.5035 AC

ACCORDING TO THE "FIRM" FLOOD INSURANCE RATE MAP OF GWINNETT COUNTY GEORGIA (PANEL NUMBERS 131350006F & 131350007F), DATED 8/26/2006, NO PORTION OF THIS PROPERTY LIES WITHIN A SPECIAL FLOOD HAZARD AREA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, WHICH COULD REVEAL ENCUMBRANCES NOT SHOWN ON THIS SURVEY.

SUBJECT PROPERTY HAS ACCESS TO THE PUBLIC RIGHT OF WAY OF SWANSON DRIVE, WIMBERLY WAY AND GEORGIA HIGHWAY 20 (A.K.A. SUFFORD DRIVE).

LEASE PAPER
CURRENT OWNER: JACKSON ELECTRIC MEMBERSHIP CORPORATION
TAX PARCEL: 81 R0121 060
ADDRESS: 484 SWANSON DRIVE
JUNCTION: 484 SWANSON DRIVE (DISTRICT)
JURISDICTION: GRINNETT COUNTY

PARCEL ONE
CURRENT OWNER: JACKSON ELECTRIC MEMBERSHIP CORPORATION
TAX PARCEL: 81 R0121 056 & R0121 074
ADDRESS: 484 SWANSON DRIVE
JUNCTION: 484 SWANSON DRIVE (DISTRICT)
JURISDICTION: GRINNETT COUNTY

PARCEL TWO
CURRENT OWNER: JACKSON ELECTRIC MEMBERSHIP CORPORATION
TAX PARCEL: 81 R0121 027
ADDRESS: 481 SWANSON DRIVE
JUNING: 80 BLOCK GROUP
JURISDICTION: GRINNETT COUNTY

PARCEL THREE
CURRENT OWNER: JACKSON ELECTRIC MEMBERSHIP CORPORATION
TAX PARCEL: 81 R0121 090
ADDRESS: 484 SWANSON DRIVE
JUNING: 80 BLOCK GROUP
JURISDICTION: GRINNETT COUNTY

MILWAUKEE INDUSTRIAL DISTRICT REGULATIONS
SETBACKS (NOT PROVIDED ON SURVEY)
FRONT: 30 FOOT
REAR: 20 FOOT
SIDE: 10 FOOT
LOT WIDTH: 150 FEET
BUILDING HEIGHT: 35 FEET MAX.
LOT AREA: 2.00 ACRES

1. FINAL PLAT FOR JACKSON ELECTRIC MEMBERSHIP CORPORATION
RECORDED PB. 97 PG. 247
WINNETT COUNTY RECORDS

2. WARRANTY DEED FOR JACKSON ELECTRIC MEMBERSHIP CORPORATION
RECORDED IN DB. 11368 PG. 251
WINNETT COUNTY RECORDS

3. LEASE PARCEL EX-4867 FOR JACKSON ELECTRIC MEMBERSHIP CORPORATION
PREPARED BY TERRAVIVA LAND SURVEYING, INC.
WINNEBAGO COUNTY, ILL. 30, 2014

THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON LOCATION OF MANHOLES PROVIDED BY:

IND UTILITY LOCATING
100 WEST STREET
SUITE 100
ATLANTA, GA 30319
PHONE: 404-524-6486
ATTENTION: LISA FRANTZKA

THE UNDERGROUND UTILITIES (EXCEPT THE LOCATION OF EXISTING DRAINAGE) SHOWN ON THIS MAP ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA. THE LOCATION OF UTILITIES AS WELL AS UNDERGROUND STORAGE TANKS WERE LOCATED BY IND UTILITY LOCATING USING RADAR FREQUENCY TECHNIQUE. THE LOCATION OF UTILITIES NOT OBSERVED OR LOCATED BY THE TECHNIQUE MAY EXIST ON THIS SITE BUT ARE NOT SHOWN, AND MAY BE FOUND UPON FURTHER SURVEY. IND UTILITY LOCATING DOES NOT GUARANTEE THAT THE TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES.

THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPREHEND ALL SUCH UTILITIES IN THE AREA. EITHER IN-SERVICE OR ABANDONED UTILITIES NOT OBSERVED OR LOCATED BY THE TECHNIQUE MAY EXIST ON THIS SITE BUT ARE NOT SHOWN, AND MAY BE FOUND UPON FURTHER SURVEY. IND UTILITY LOCATING DOES NOT GUARANTEE THAT THE TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES.

THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THE LOCATION OF UTILITIES NOT OBSERVED OR LOCATED BY THE TECHNIQUE MAY EXIST ON THIS SITE BUT ARE NOT SHOWN, AND MAY BE FOUND UPON FURTHER SURVEY. IND UTILITY LOCATING DOES NOT GUARANTEE THAT THE TECHNIQUE IS CAPABLE OF LOCATING METALLIC UTILITIES AND TRACER WIRES.

THE WATERLINE AS NOTED ON SHEET 2 OF 5 WAS EXPOSED USING VACUUM EXCAVATION TO DETERMINE THE DEPTH OF THE WATERLINE IN ORDER TO CONFORM TO THE DEPTH TO THE TOP OF THE 18" DP WATERLINE.

LOCATION REGARDING MATERIAL, AND SIZE OF UTILITIES IS BASED ON RECORD DRAWINGS AND FIELD SURVEY DATA.

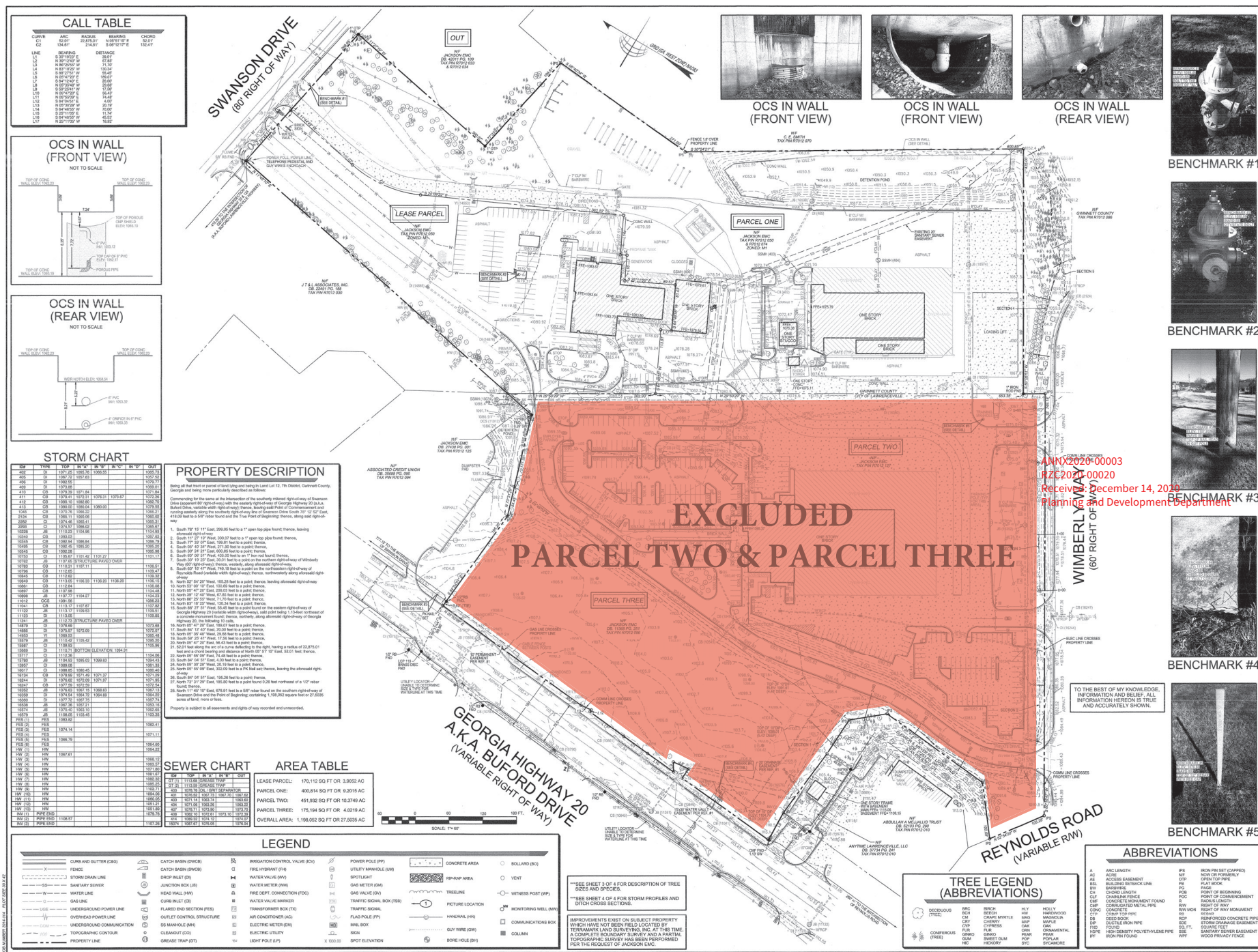
ATLANTA GAS LIGHT	DINO FARRUGGIO	561-887-0240
COLONIAL PIPELINE GAS	KATHRYN MCCOELL	978-762-2043
CITY OF LAWRENCEVILLE GAS	BRALEY SORRELLS	770-277-7436
WINNETT COUNTY WATER	ROBERT DEATON	978-376-6906
WINNETT COUNTY SEWER	ROBERT DEATON	978-376-6906
JACKSON EMC	JAN DOBY	770-622-3249
GEORGIA POWER	CABLE LOCATING	404-656-6339
CHARTER COMMUNICATIONS	TECHNICAL-CENTER	855-246-7822
WINNETT COUNTY TELECOM.	HELP DESK	770-622-6915
JACKSON EMC FIBER	KEN BRAND	706-367-6411
TOWER CLOUD TELECOM	CABLE LOCATING	888-687-3556

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67. AUTHORITY O.C.G.A. SECS. 15-6-67, 43-1-4, 43-1-4, 43-1-5, 43-1-6, 43-1-7 TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, ALL INFORMATION HEREON IS TRUE AND ACCURATELY SHOWN.

JOHN C. BLOUNT, RLS

PHOTO #4

PHOTO #8



All that tract or parcel of land lying and being Land Lot 12, of the 7th District, City of Lawrenceville, Gwinnett County, State of Georgia and being more particularly described as follows:

Commencing for the same at the intersection of the southerly mitered right-of-way of Swanson Drive (apparent 80' right-of-way) with the easterly right-of-way of Georgia Highway 20 (a.k.a. Buford Drive, variable width right-of-way); thence leaving said Point of Commencement and running easterly along the southerly right-of-way line of Swanson Drive South 78 Degrees 12 Minutes 52 Seconds East a distance of 418.09 feet to a 5/8-inch rebar found and the **True Point of Beginning**; thence continuing along said right-of-way South 78 Degrees 15 Minutes 11 Seconds East a distance of 299.95 feet to a 1-inch open top pipe found; thence leaving said right-of-way South 11 Degrees 27 Minutes 19 Seconds West a distance of 300.07 feet to a 1-inch open top pipe found; thence South 77 Degrees 33 Minutes 07 Seconds East a distance of 199.81 feet to an iron pin set; thence South 05 Degrees 40 Minutes 34 Seconds West a distance of 271.90 feet to an iron pin set; thence South 30 Degrees 24 Minutes 21 Seconds East a distance of 600.85 feet to an iron pin set; thence South 60 Degrees 06 Minutes 51 Seconds West a distance of 435.00 feet to a 1-inch iron rod found; thence North 29 Degrees 50 Minutes 29 Seconds West a distance of 635.53 feet to a point; thence North 29 Degrees 50 Minutes 29 Seconds West a distance of 262.93 feet to a point; thence North 11 Degrees 45 Minutes 10 Seconds East a distance of 622.01 feet to 5/8-inch rebar found at the southerly right-of-way of Swanson Drive; said point being the **True Point of Beginning**.

Said tract or parcel of land containing 13.1067 acres more or less, and being designated as "Lease Parcel" and "Parcel One", on Boundary and Partial Topographic Survey prepared for Jackson Electric Membership Corporation (Gwinnett District Office), prepared by TerraMark Professional Land Surveying, John C. Blount, Georgia Registered Land Surveyor No. 2887, dated January 26, 2015, which plat is incorporated herein by reference for a more particular description.

PARCEL ID	TAX YEAR	OWNER OF RECORD		
R7012 074	2020	JACKSON ELECTRIC MEM CORP		
DISTRICT	PROPERTY LOCATION & DESCRIPTION			
COUNTY Unincorporated	454 SWANSON DR OFF SWANSON DR/PUBLIC UTILITY U016			
READ THE REVERSE OF THIS BILL, PLUS THE ENCLOSED FAQs AND WATCH OUR VIDEOS TO UNDERSTAND YOUR 2020 PROPERTY TAX BILL. If you have an escrow account, your tax information is available to your mortgage company; however, it is your responsibility to ensure taxes are paid.				
APPRAISAL DETAIL		YOUR EXEMPTION & CREDIT SAVINGS		
BUILDING VALUE: \$0 TOTAL VALUE: \$0 ASSESSED VALUE: \$0				
COUNTY GOVERNMENT TAXES -				
SCHOOL TAXES -				
STATE, CITY & OTHER TAXES -				
TOTAL MILLAGE RATE: 0.000000		TOTAL AD VALOREM TAXES: 0.00		
OTHER ASSESSMENTS		COMBINED TAXES AND ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT	CHARGE	AMOUNT
STORMWATER SERVICE	\$2.46/100 sq.ft. X 70000 sq.ft.	1,722.00	ASSESSMENTS:	1,722.00
			TOTAL AMOUNT DUE	1,722.00
TOTAL OTHER ASSESSMENTS:		1,722.00	GRAND TOTAL DUE THIS BILLING:	1,722.00

RETURN THIS PORTION WITH YOUR PAYMENT

09/21/2020

TAX YEAR	PARCEL ID	DUE DATE	TOTAL DUE	AMOUNT PAID
2020	R7012 074	12-1-2020	\$1,722.00	

Address
Change:

Check here and fill out the back of this remittance slip if your billing address or property location has changed.



R7012 074 180254
JACKSON ELECTRIC MEM CORP
PO BOX 38
JEFFERSON GA 30549-0038

41,784



ANNX2020-00003
REC2020-00020
Received: December 14, 2020
Planning and Development Department



1111

1 20 187012000740000 6 00000172200 00000172200 3

ANNX 2020-00003

PARCEL ID	TAX YEAR	OWNER OF RECORD
R7012 050	2020	JACKSON ELEC MEMBERSHIP
DISTRICT	PROPERTY LOCATION & DESCRIPTION	
COUNTY Unincorporated	461 SWANSON DR SWANSON DR/PUBLIC UTILITY U016	
READ THE REVERSE OF THIS BILL, PLUS THE ENCLOSED FAQs AND WATCH OUR VIDEOS TO UNDERSTAND YOUR 2020 PROPERTY TAX BILL. If you have an escrow account, your tax information is available to your mortgage company; however, it is your responsibility to ensure taxes are paid.		
APPRAISAL DETAIL		YOUR EXEMPTION & CREDIT SAVINGS
BUILDING VALUE: \$0 TOTAL VALUE: \$0 ASSESSED VALUE: \$0		
COUNTY GOVERNMENT TAXES -		
SCHOOL TAXES -		
STATE, CITY & OTHER TAXES -		
TOTAL MILLAGE RATE: 0.000000		TOTAL AD VALOREM TAXES: 0.00
OTHER ASSESSMENTS		COMBINED TAXES AND ASSESSMENTS
LEVYING AUTHORITY	RATE	AMOUNT
STORMWATER SERVICE	\$2.46/100 sq.ft. X 249100 sq.ft.	6,127.86
TOTAL OTHER ASSESSMENTS: 6,127.86		GRAND TOTAL DUE THIS BILLING: 6,127.86

RETURN THIS PORTION WITH YOUR PAYMENT

09/21/2020

TAX YEAR	PARCEL ID	DUE DATE	TOTAL DUE	AMOUNT PAID
2020	R7012 050	12-1-2020	\$6,127.86	

Address
Change:

☐

Check here and fill out the back
of this remittance slip if your
billing address or property
location has changed.



R7012 050 10396
JACKSON ELEC MEMBERSHIP
PO BOX 38
JEFFERSON GA 30549-0038

41,514



ANNX2020-00003
2020-00020
Received: December 14, 2020
Planning and Development Department



1111

1 20 187012000500000 6 00000612786 00000612786 6

ANNX 2020. 60003



LAWRENCEVILLE

GEORGIA

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

Item: RZC2020-00019; Jackson EMC, Randy Dellinger; 461 Swanson Drive

Department: Planning and Development

Date of Meeting: Wednesday, February 10, 2021

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **APPROVAL**

Planning Commission Recommendation: **APPROVAL WITH STAFF RECOMMENDED CONDITIONS**

Summary: The property owner is requesting to annex into the city limits and a request to rezone the property from Gwinnett County's zoning district M-1 (Light Manufacturing) to the City's LM (Light Manufacturing District).

Attachments/Exhibits:

- **RZC2020-00019 Report**
- **RZC2020-00019 Planning and Development Recommendation**
- **RZC2020-00019 Planning Commission Recommendation**
- **RZC2020-00019_Attachments**

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

CASE NUMBER	ANNX2020-00003 RZC2020-00019 RZC2020-00020
APPLICANT	JACKSON EMC
CONTACT	RANDY DELLINGER
PHONE NUMBER	M770.822.3219
ZONING CHANGE	GWINNETT COUNTY, M-1 (LIGHT INDUSTRY DISTRICT) TO CITY OF LAWRENCEVILLE LM (LIGHT MANUFACTURING DISTRICT)
LOCATION	461 SWANSON DRIVE 454 SWANSON DRIVE
PARCEL ID	R7012 050 (10 .10ACRES) R7012 074 (3 ACRES)
ACREAGE	APPROXIMATELY 13.10 ACRES
PROPOSED DEVELOPMENT	EXISTING PROPERTIES
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

The subject properties are located within unincorporated Gwinnett County, zoned M-1 (Light Industry District).

PROJECT DATA:

The applicant requests annexation, and rezoning of two parcels of land (R7012 050, R7012 074) within unincorporated Gwinnett County, totaling approximately 13.10-acres from M-1 (Gwinnett County Light Industry District) to LM (City of Lawrenceville Light Manufacturing District). The subject properties are located at 461 and 454 Swanson Drive, just east of Buford Drive, and west of Hi Hope Road. The properties are currently developed and utilized for light industrial activities.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located close to the Community Mixed Use Character Area. Although not strictly consistent with the intent of the Plan, the long-standing use of the properties and their compatibility with the variety of uses and zoning in the immediate area may be considered consistent with the policies of the City of Lawrenceville.

The surrounding area is characterized by a variety of uses and zoning. To the south, within the city limits are undeveloped properties zoned BG (General Business District). To the east, outside the city limits of Lawrenceville and adjacent to subject property are developed and undeveloped properties zoned OI (Gwinnett County Office Institutional District). Adjacent to the west, is the remainder of the Jackson EMC campus within the city limits zoned BG. Although the property was developed years ago, the integration of the two parcels into the city limits could be considered to complete the development process.

The proposed annexation and rezoning are consistent with the policies of the City of Lawrenceville; which are designed to attract, develop, maintain and retain a diverse array of professional businesses, and inventory of land to support the city's growth, influence and marketability. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the requested Annexation and Rezoning.

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

The boundary and partial topographic survey exhibits are six years old, and do not show improvements that have been made to the property since January 2015, including the Jackson Electric facilities gaining direct access to Buford Drive. The aerial photo exhibits show the changes really well. All of the changes occurred on the portion of the JEMCO property that is currently within the city limits.

There is a large detention pond located entirely (or essentially entirely) on the 3-acre tract. Jackson Electric needs to provide the City with a current as-built survey of the pond. A recorded Inspection and Maintenance Agreement associated with the pond will also be required along with the deed book and page number recording information. If there is not an I&M Agreement, Jackson EMC will have to prepare a draft and submit it to the City for review.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No Comment.

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

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes, the requested annexation and rezoning could be considered to be consistent with adjacent and nearby properties.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No, the annexation and rezoning should not adversely affect the existing use of adjacent or nearby properties.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes*
4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes, the proposed annexation and rezoning conform with the policies and intent of the City's 2040 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?** *The proposed annexation and rezoning will allow the city to expand and reinforce its economic foundation.*

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZC2020-00019

Approval of annexation as LM (Light Manufacturing District), subject to the following enumerated conditions:

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

- A. Uses permitted in the LM (Light Manufacturing District).
- B. Current uses shall be considered legal nonconforming if they do not meet the 2020 City of Lawrenceville Zoning Ordinance standards. In the case the current uses cease, the property shall come into compliance.
- C. Must combine all parcels to one.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Randy L. Dellinger</u>	NAME: <u>Jackson Electric Membership Corporation</u>
ADDRESS: <u>825 Buford Drive</u>	ADDRESS: <u>P.O. Box 38</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Jefferson</u>
STATE: <u>GA</u> ZIP: <u>30043</u>	STATE: <u>GA</u> ZIP: <u>30549</u>
CONTACT PERSON: <u>Randy L. Dellinger</u> PHONE: <u>770.822.3219</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>M-1 (County)</u> REQUESTED ZONING DISTRICT: <u>LM (City)</u>	
PARCEL NUMBER(S): <u>7012 050 & 7012 074</u> ACREAGE: <u>13.1067</u>	
ADDRESS OF PROPERTY: <u>457 Swanson Drive, Lawrenceville, GA 30043</u>	

See attached Annexation Application
SIGNATURE OF APPLICANT DATE

Randy L. Dellinger
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

See attached Annexation Application
SIGNATURE OF OWNER DATE

Jackson Electric Membership Corporation
TYPED OR PRINTED NAME

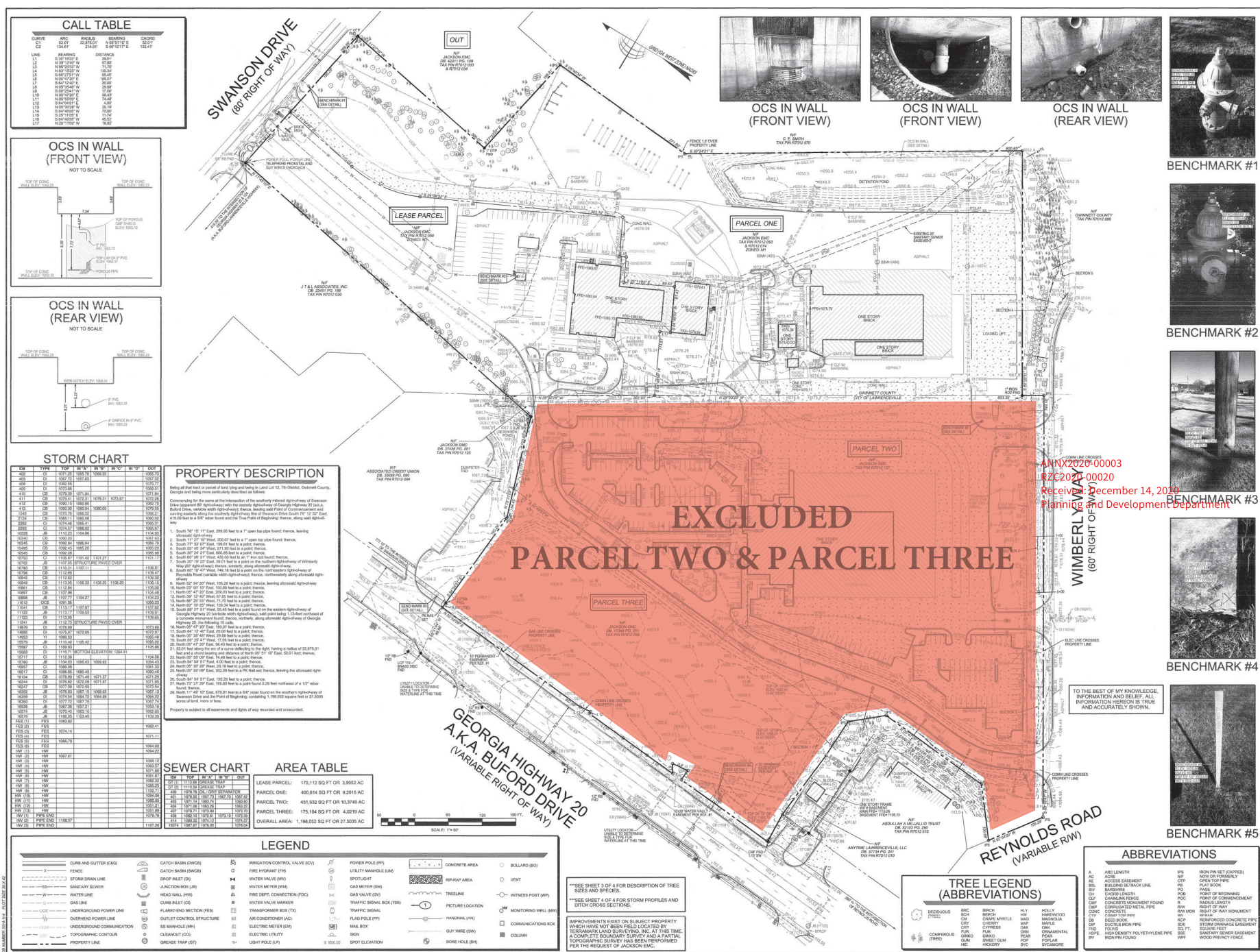
NOTARY PUBLIC DATE

Legal Description

All that tract or parcel of land lying and being Land Lot 12, of the 7th District, City of Lawrenceville, Gwinnett County, State of Georgia and being more particularly described as follows:

Commencing for the same at the intersection of the southerly mitered right-of-way of Swanson Drive (apparent 80' right-of-way) with the easterly right-of-way of Georgia Highway 20 (a.k.a. Buford Drive, variable width right-of-way); thence leaving said Point of Commencement and running easterly along the southerly right-of-way line of Swanson Drive South 78 Degrees 12 Minutes 52 Seconds East a distance of 418.09 feet to a 5/8-inch rebar found and the **True Point of Beginning**; thence continuing along said right-of-way South 78 Degrees 15 Minutes 11 Seconds East a distance of 299.95 feet to a 1-inch open top pipe found; thence leaving said right-of-way South 11 Degrees 27 Minutes 19 Seconds West a distance of 300.07 feet to a 1-inch open top pipe found; thence South 77 Degrees 33 Minutes 07 Seconds East a distance of 199.81 feet to an iron pin set; thence South 05 Degrees 40 Minutes 34 Seconds West a distance of 271.90 feet to an iron pin set; thence South 30 Degrees 24 Minutes 21 Seconds East a distance of 600.85 feet to an iron pin set; thence South 60 Degrees 06 Minutes 51 Seconds West a distance of 435.00 feet to a 1-inch iron rod found; thence North 29 Degrees 50 Minutes 29 Seconds West a distance of 635.53 feet to a point; thence North 29 Degrees 50 Minutes 29 Seconds West a distance of 262.93 feet to a point; thence North 11 Degrees 45 Minutes 10 Seconds East a distance of 622.01 feet to 5/8-inch rebar found at the southerly right-of-way of Swanson Drive; said point being the **True Point of Beginning**.

Said tract or parcel of land containing 13.1067 acres more or less, and being designated as "Lease Parcel" and "Parcel One", on Boundary and Partial Topographic Survey prepared for Jackson Electric Membership Corporation (Gwinnett District Office), prepared by TerraMark Professional Land Surveying, John C. Blount, Georgia Registered Land Surveyor No. 2887, dated January 26, 2015, which plat is incorporated herein by reference for a more particular description.



PROJECT DATA					
Project No.	Date	No.	Revised	DATE	BY
Survey Date	DWAC	#1			
Drawn By	JDW	#3			
Approved By	JCB	#5			
Date	07/29/15	#7			
Scale	1"=50'	#8			

BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY
FOR
JACKSON ELECTRIC MEMBERSHIP CORPORATION
(GWINNETT DISTRICT OFFICE)
LOCATED IN
LAND LOT 12, 7TH DISTRICT
GWINNETT COUNTY, GEORGIA

SHEET NO.
2/4

[illegible]



The City of Lawrenceville
Planning & Development

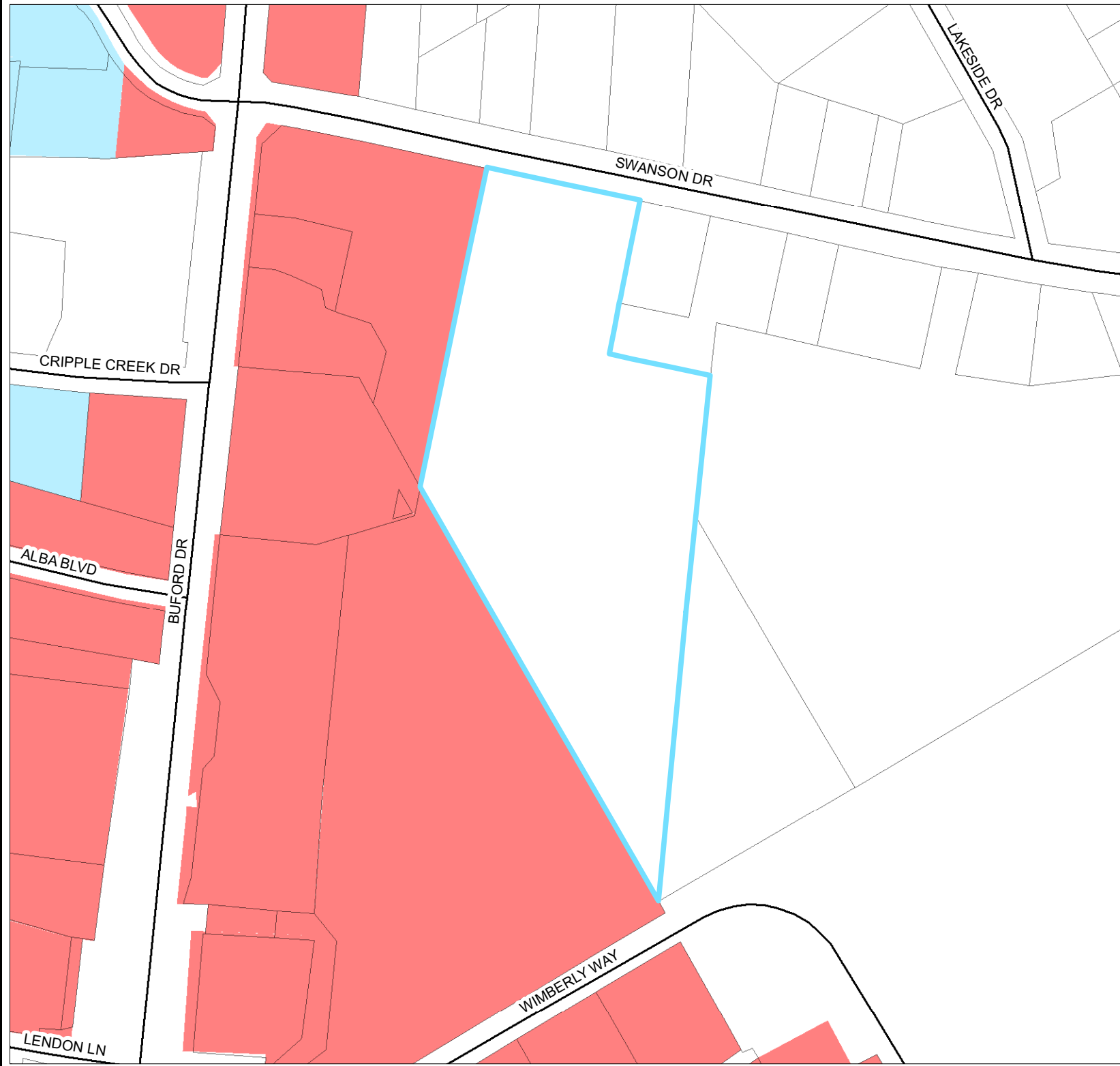
Aerial Map and
Surrounding Area
File #RZC2020-00019

Applicant:
Randy L. Dellinger

Legend

-  Subject Property
-  Parcels
-  Roads





*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning
File #RZC2020-00019**

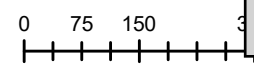
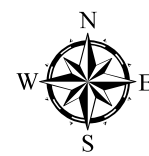
**Applicant:
Randy L. Dellinger**

Legend

-  Subject Property
-  Parcels
-  Roads

Zoning Districts

-  BG General Business
-  LM Light Manufacturing



PLANNING COMMISSION
RECOMMENDED CONDITIONS - 02012021

RZC2020-00019

Approval of annexation as LM (Light Manufacturing District), subject to the following enumerated conditions:

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- A. Uses permitted in the LM (Light Manufacturing District).
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LAWRENCEVILLE

GEORGIA

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

Item: RZC2020-00020; Jackson EMC, Randy Dellinger; 454 Swanson Drive

Department: Planning and Development

Date of Meeting: Wednesday, February 10, 2021

Presented By: Todd Hargrave, Director Planning and Development

**Department
Recommendation:** **APPROVAL**

**Planning
Commission
Recommendation:** **APPROVAL WITH STAFF RECOMMENDATION**

Summary: The property owner is requesting to annex into the City limits and request to rezone the property from Gwinnett County's zoning district M-1 (Light Manufacturing) to the City's LM (Light Manufacturing District).

Attachments/Exhibits:

- RZC2020-00020 Report
- RZC2020-00020 Planning and Development Recommendation
- RZC2020-00020 Planning Commission Recommendation
- RZC2020-00020_ATTACHMENTS

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
ANNEXATION AND REZONING

CASE NUMBER	ANNX2020-00003 RZC2020-00019 RZC2020-00020
APPLICANT	JACKSON EMC
CONTACT	RANDY DELLINGER
PHONE NUMBER	M770.822.3219
ZONING CHANGE	GWINNETT COUNTY, M-1 (LIGHT INDUSTRY DISTRICT) TO CITY OF LAWRENCEVILLE LM (LIGHT MANUFACTURING DISTRICT)
LOCATION	461 SWANSON DRIVE 454 SWANSON DRIVE
PARCEL ID	R7012 050 (10 .10ACRES) R7012 074 (3 ACRES)
ACREAGE	APPROXIMATELY 13.10 ACRES
PROPOSED DEVELOPMENT	EXISTING PROPERTIES
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

The subject properties are located within unincorporated Gwinnett County, zoned M-1 (Light Industry District).

PROJECT DATA:

The applicant requests annexation, and rezoning of two parcels of land (R7012 050, R7012 074) within unincorporated Gwinnett County, totaling approximately 13.10-acres from M-1 (Gwinnett County Light Industry District) to LM (City of Lawrenceville Light Manufacturing District). The subject properties are located at 461 and 454 Swanson Drive, just east of Buford Drive, and west of Hi Hope Road. The properties are currently developed and utilized for light industrial activities.

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The proposed annexation and rezoning are consistent with the policies of the City of Lawrenceville; which are designed to attract, develop, maintain and retain a diverse array of professional businesses, and inventory of land to support the city's growth, influence and marketability. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the requested Annexation and Rezoning.

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

The boundary and partial topographic survey exhibits are six years old, and do not show improvements that have been made to the property since January 2015, including the Jackson Electric facilities gaining direct access to Buford Drive. The aerial photo exhibits show the changes really well. All of the changes occurred on the portion of the JEMCO property that is currently within the city limits.

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ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

CODE ENFORCEMENT

No Comment.

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

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes, the requested annexation and rezoning could be considered to be consistent with adjacent and nearby properties.*
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6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal?** *The proposed annexation and rezoning will allow the city to expand and reinforce its economic foundation.*

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZC2020-00020

Approval of annexation as LM (Light Manufacturing District), subject to the following enumerated conditions:

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- C. Must combine all parcels to one.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Randy L. Dellinger</u>	NAME: <u>Jackson Electric Membership Corporation</u>
ADDRESS: <u>825 Buford Drive</u>	ADDRESS: <u>P.O. Box 38</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Jefferson</u>
STATE: <u>GA</u> ZIP: <u>30043</u>	STATE: <u>GA</u> ZIP: <u>30549</u>
CONTACT PERSON: <u>Randy L. Dellinger</u> PHONE: <u>770.822.3219</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>M-1 (County)</u> REQUESTED ZONING DISTRICT: <u>LM (City)</u>	
PARCEL NUMBER(S): <u>7012 050 & 7012 074</u> ACREAGE: <u>13.1067</u>	
ADDRESS OF PROPERTY: <u>457 Swanson Drive, Lawrenceville, GA 30043</u>	

See attached Annexation Application
SIGNATURE OF APPLICANT DATE

Randy L. Dellinger
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

See attached Annexation Application
SIGNATURE OF OWNER DATE

Jackson Electric Membership Corporation
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Legal Description

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Commencing for the same at the intersection of the southerly mitered right-of-way of Swanson Drive (apparent 80' right-of-way) with the easterly right-of-way of Georgia Highway 20 (a.k.a. Buford Drive, variable width right-of-way); thence leaving said Point of Commencement and running easterly along the southerly right-of-way line of Swanson Drive South 78 Degrees 12 Minutes 52 Seconds East a distance of 418.09 feet to a 5/8-inch rebar found and the **True Point of Beginning**; thence continuing along said right-of-way South 78 Degrees 15 Minutes 11 Seconds East a distance of 299.95 feet to a 1-inch open top pipe found; thence leaving said right-of-way South 11 Degrees 27 Minutes 19 Seconds West a distance of 300.07 feet to a 1-inch open top pipe found; thence South 77 Degrees 33 Minutes 07 Seconds East a distance of 199.81 feet to an iron pin set; thence South 05 Degrees 40 Minutes 34 Seconds West a distance of 271.90 feet to an iron pin set; thence South 30 Degrees 24 Minutes 21 Seconds East a distance of 600.85 feet to an iron pin set; thence South 60 Degrees 06 Minutes 51 Seconds West a distance of 435.00 feet to a 1-inch iron rod found; thence North 29 Degrees 50 Minutes 29 Seconds West a distance of 635.53 feet to a point; thence North 29 Degrees 50 Minutes 29 Seconds West a distance of 262.93 feet to a point; thence North 11 Degrees 45 Minutes 10 Seconds East a distance of 622.01 feet to 5/8-inch rebar found at the southerly right-of-way of Swanson Drive; said point being the **True Point of Beginning**.

Said tract or parcel of land containing 13.1067 acres more or less, and being designated as "Lease Parcel" and "Parcel One", on Boundary and Partial Topographic Survey prepared for Jackson Electric Membership Corporation (Gwinnett District Office), prepared by TerraMark Professional Land Surveying, John C. Blount, Georgia Registered Land Surveyor No. 2887, dated January 26, 2015, which plat is incorporated herein by reference for a more particular description.

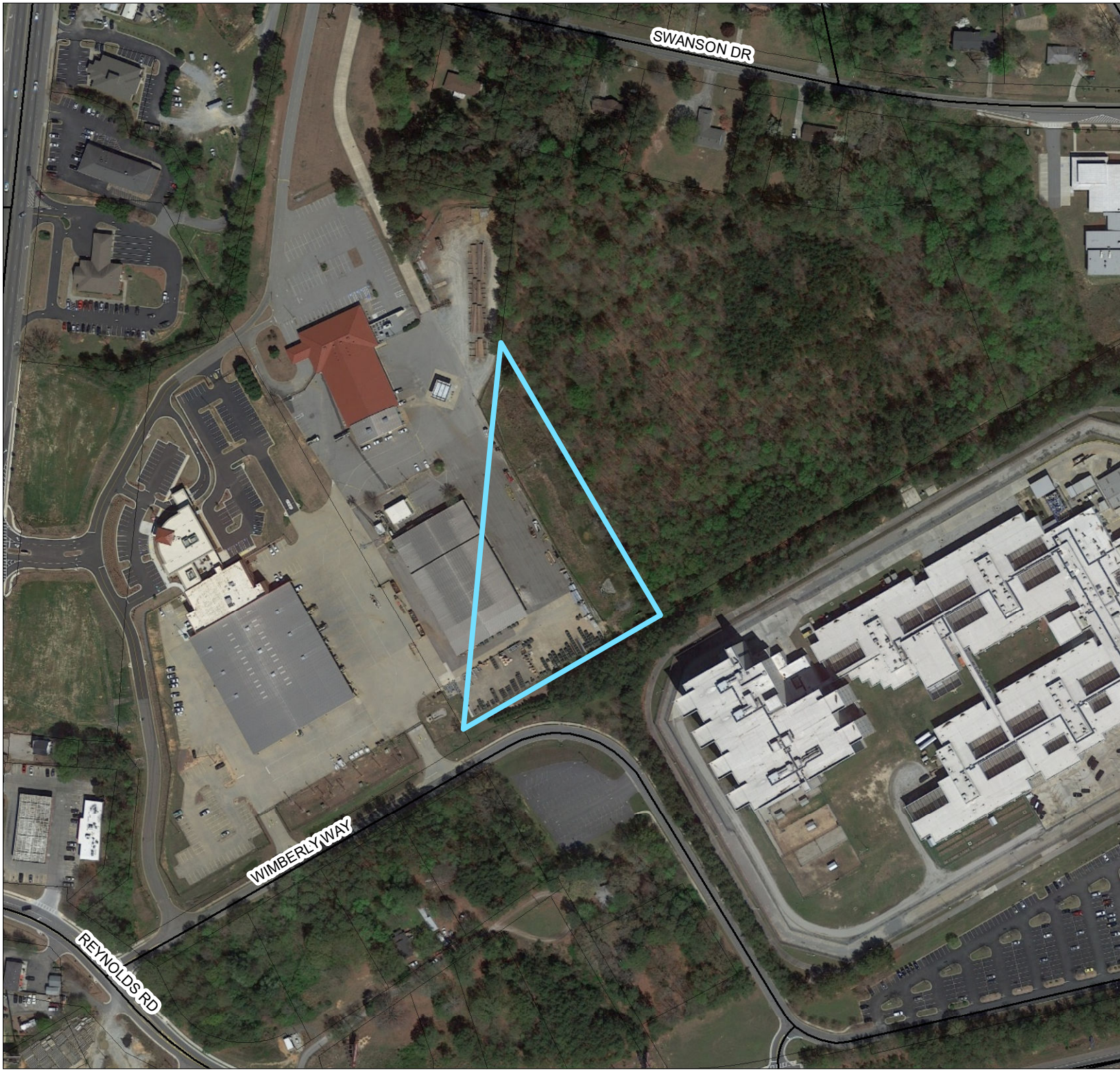


Project No.	2014-04	No		Revision		Date
Survey Circles	DWAC	#1				
		#2				
		#3				
		#4				
Drawn By:	JGV	#5				
Approved By:	JGV	#6				
		#7				
Date:	8/12/015					
Scale:	1"=40'					
S. KAVAR 2014-04 DWAC DWAC DWAC DWAC						

BOUNDARY AND PARTIAL TOPOGRAPHIC SURVEY
FOR
JACKSON ELECTRIC MEMBERSHIP CORPORATION
(GWINNETT DISTRICT OFFICE)
LOCATED IN
LAND LOT 12, 7TH DISTRICT
GWINNETT COUNTY, GEORGIA

SHEET NO.
2/4

A	ARC LENGTH	IPS	IRON PIN SET (CAPPED)
AC	ACIRE	NF	NOB OR POROUSLY
AE	ALUMINUM EXTRUSION	OP	OPEN TOP PLATE
BBL	BUILDING BASEMENT LINE	PB	PLAY BOOK
CJ	CARFIRE	PO	PAGE
CH	CHORD LINE	POB	POINT OF BEGINNING
CL	CHAINLINK FENCE	POC	POINT OF COMMENCEMENT
CM	CONCRETE MONUMENT FOUND	R/L	RIGHT-LEFT
CMP	CONCRETE METAL PIPE	R/W	RIGHT OF WAY
CONC	CONCRETE	R/W MON	RIGHT OF WAY MONUMENT
D	DEED	S&M	SETBACK
DE	DEED BOOK	RCP	REINFORCED CONCRETE PIPE
DFO	DIGITAL IRON PIPE	SD	STANDARD DRAINAGE EASEMENT
FSD	FENCED	SQ. FT.	SQUARE FEET
HDP	HIGH DENSITY POLYETHYLENE LINE	SE	SANITARY SEWER EASEMENT
HP	IRON PIPE	WFF	WOOD PRESERVATION FENCE



*The City of Lawrenceville
Planning & Development*

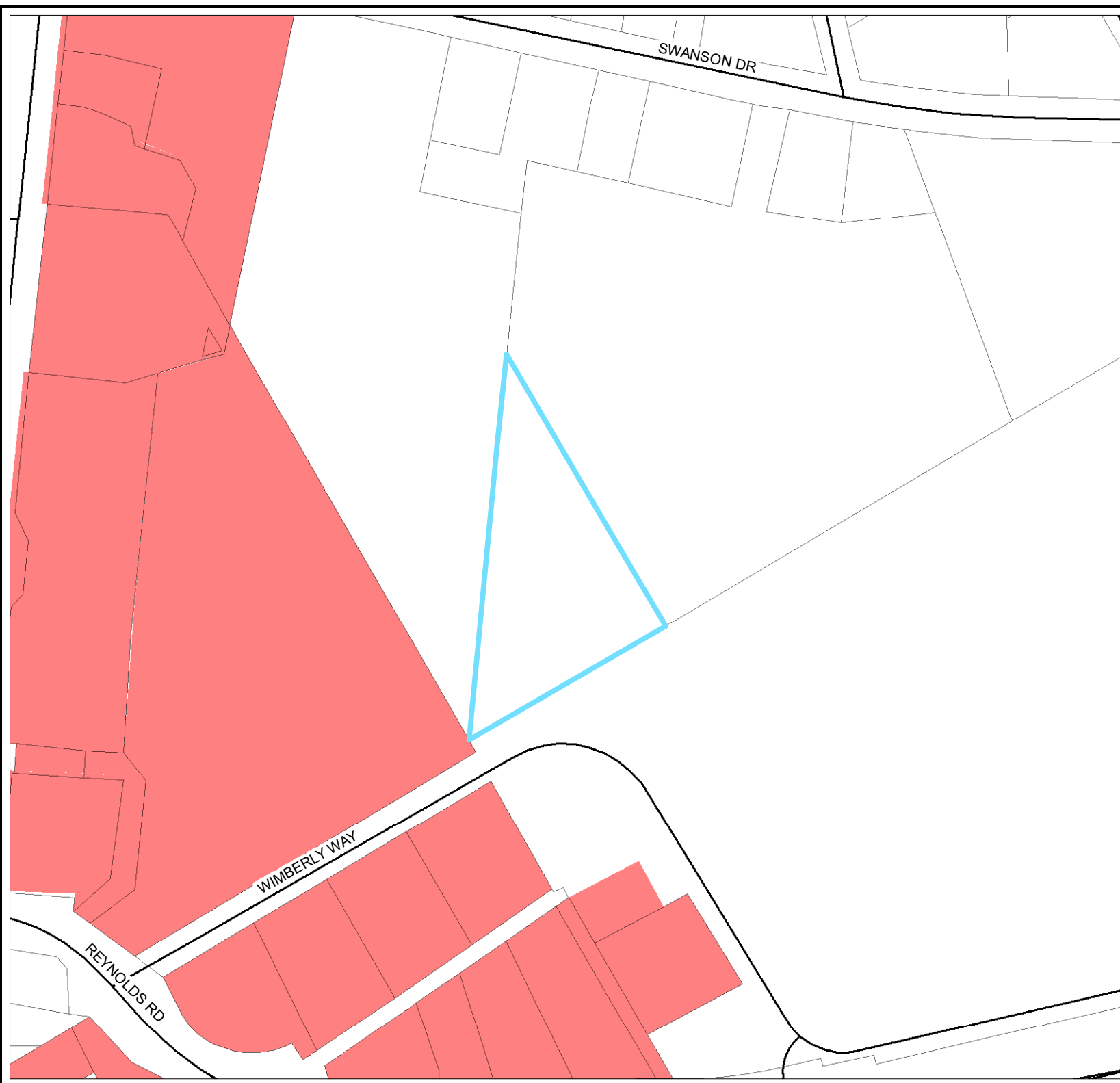
Aerial Map and
Surrounding Area
File #RZC2020-00020

Applicant:
Randy L. Dellinger

Legend

-  Subject Property
-  Parcels
-  Roads





*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning
File #RZC2020-00020**

**Applicant:
Randy L. Dellinger**

Legend

-  Subject Property
-  Parcels
-  Roads

Zoning Districts

-  BG General Business



PLANNING COMMISSION
RECOMMENDED CONDITIONS 02012021

RZC2020-00020

Approval of annexation as LM (Light Manufacturing District), subject to the following enumerated conditions:

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

- A. Uses permitted in the LM (Light Manufacturing District).
- B. Current uses shall be considered legal nonconforming if they do not meet the 2020 City of Lawrenceville Zoning Ordinance standards. In the case the current uses cease, the property shall come into compliance.
- C. Must combine all parcels to one.



LAWRENCEVILLE

GEORGIA

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

Item: SUP2020-00043; MSM Lawrenceville LLC; 455 Grayson Highway

Department: Planning and Development

Date of Meeting: Wednesday, February 10, 2021

Presented By: Todd Hargrave, Director Planning and Development

Department Recommendation: **DENIAL**

Planning Commission Recommendation: **DENIAL**

Summary: The applicant requests a Special Use Permit of an approximately 16.89-acre parcel, zoned BG (General Business District), specifically suite 101; to allow a Smoke and Tobacco Shop.

Attachments/Exhibits:

- **SUP2020-00043 Report**
- **SUP2020-00043 Planning and Development Recommendations**
- **SUP2020-00043 Planning Commission Recommendations**
- **SUP2020-00043_Applicant Proposed Conditions SUP**
- **SUP2020-00043 Attachments**

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE REPORT

CASE NUMBER: SUP2020-00043
APPLICANT: MSM LAWRENCEVILLE LLC
CONTACT: MEHUL PATEL
PHONE NUMBER: 860.212.1635
LOCATION: 455 GRAYSON HIGHWAY
PARCEL ID: R5141 076
ACREAGE: 16.89
PROPOSED DEVELOPMENT: SMOKE AND TOBACCO SHOP
DEPARTMENT RECOMMENDATION: DENIAL

ZONING HISTORY:

The subject property has been zoned BG (General Business District) since 1986.

PROJECT DATA:

The applicant requests a Special Use Permit of an approximately 16.89-acre parcel, zoned BG (General Business District), specifically suite 101; to allow a Smoke and Tobacco Shop. The subject property is located along the western right-of-way of Grayson Highway and south of Gwinnett Drive. Access to the site is via multiple driveways on Grayson Highway and Gwinnett Drive. The property is developed as a commercial/retail center with an anchor grocery store and multiple suites.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Community Mixed Use Character Area. Policies of this character area are to encourage a mixture and concentration of residential, retail, office, recreational, and educational facilities at key locations to encourage walking and biking to everyday needs, however, the plaza is in the same vicinity as the Gwinnett County Health Department; allowing a smoke shop in the same plaza may be counter active to promoting good health for the community.

The Georgia General Assembly recently adopted a bill regulating the sale of vapor products throughout the State of Georgia. This means vapor products will be taxed in the manner as tobacco, regardless of where the products are sold (vape shops, grocery stores, convenient

stores, etc.). Any new retail establishment proposing to sell vapor products will be subject to the new law. In addition, Gwinnett County recently updated Chapter 70 – Parks and Recreation Ordinance prohibiting the use of tobacco and vaping products on County owned properties. In keeping with the County’s policy, the City Council initiated the process of adopting an ordinance to amend the Code of the City of Lawrenceville prohibiting the use of tobacco and vaping products on the Campus of Georgia Gwinnett College, streets, sidewalks and other public properties, as well as all parks and recreation facilities within the city limits.

The surrounding area is characterized by commercial and residential uses. To the north across Gwinnett Drive are properties zoned BG (General Business District) developed with a church and a gym. To the east across Grayson Highway are properties zoned BG with uses such as a self-storage facility and automobile repair shop, additionally, there are residential properties zoned RS- 150 (Single-Family Residence District) and RS-60 (Single-Family Residence District). Adjacent to the south and west is the Windsor Farms subdivision zoned RS-180 (Single-Family Residence District). Additionally, a new rezoning was approved for townhouses RM-8 (Townhouse Residential District) also west of the subject property.

In conclusion, the proposed use may be inconsistent with the policies of the State of Georgia, Gwinnett County and City of Lawrenceville, which may contradict promoting a healthy lifestyle. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

CODE ENFORCEMENT

The parcel as a whole has had many Code Enforcement violations throughout the past six years; this is a compilation of all issues at the property, not suite specific.

714 – 06/30/2014 – alcohol (zoning)

610 – 06/12/2014 – flashing sign

609 – 06/12/2014 – zoning (string lights)

601 – 06/11/2014 – flashing sign

4101 – 08/13/2015 – illegal sign (bandit)

8017 – 04/19/2017 – illegal signs (bandit)

7972 – 04/17/2017 – illegal inflatable sign

7432 – 01/09/2017 – trailers parking overnight

13358 - 05/09/2018 – unlicensed business

16500 – 03/14/2019 – trailers parking overnight

CEU2019-00298 - 06/21/2019 – prohibited use in BG

CEU2019-00452 - 07/22/2019 – unlicensed business

CEU2019-01190 - 12/17/2019 – signs maintenance

CEU2020-02412 -12/22/2020 – chipped paint, windows more than 20% - pending / open

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

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

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00043:

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

Approval of Special Use Permit allowing a Smoke and Tobacco Shop, subject to the following enumerated conditions:

1. Limited to a Smoke and Tobacco Shop in suite 101 only.
2. Outdoor storage shall be prohibited.
3. The business shall be in compliance with all applicable Municipal, County and State regulations.
4. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.

**PLANNING COMMISSION
RECOMMENDED CONDITIONS 02012021**

SUP2020-00043:

DENIAL

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

~~Approval of Special Use Permit allowing a Smoke and Tobacco Shop, subject to the following enumerated conditions:~~

- ~~1. Limited to a Smoke and Tobacco Shop in suite 101 only.~~
- ~~2. Outdoor storage shall be prohibited.~~
- ~~3. The business shall be in compliance with all applicable Municipal, County and State regulations.~~
- ~~4. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.~~

APPLICANT PROPOSED CONDITIONS

SUP2020-00043:

Applicant's Proposed Conditions

Approval of Special Use Permit allowing operation of a Smoke and Tobacco Shop, subject to the following enumerated conditions:

1. Limited to a Smoke and Tobacco Shop in suite 101 only.
2. Outdoor storage shall be prohibited.
3. Persons under the age of twenty-one years of age shall be prohibited from entering the store, and the business shall use appropriate and reasonable methods to ensure compliance, including identification checks.
4. All tobacco products, including e-cigarettes and vapor products, shall be approved by the United States Department of Agriculture.
5. No tobacco shall be consumed on the premises.
6. The business shall post all warnings or disclosures required by law.
7. The business shall not remain open after 8:00 PM.
8. The business shall be in compliance with all applicable Municipal, County, State and Federal regulations.
9. The Special use Permit shall be valid for a three-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>MSM Lawrenceville LLC</u>	NAME: <u>Lawrenceville Improvements, LLC</u>
ADDRESS: <u>455 Grayson Hwy, Suite 101</u>	ADDRESS: <u>565 Taxter Road, Suite 400</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Elmsford</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>NY</u> ZIP: <u>10523</u>
PHONE: _____	PHONE: <u>(914) 631-3131</u>
CONTACT PERSON: <u>Mehul Patel</u> PHONE: <u>860-212-1635</u>	
CONTACT'S E-MAIL: <u>Smokedepot455@gmail.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>16.893</u>	
PARCEL NUMBER(S): <u>5141 076</u>	
ADDRESS OF PROPERTY: <u>626 Grayson Highway, Lawrenceville, GA</u>	
PROPOSED SPECIAL USE: <u>Tobacco store</u>	

Mehul Patel 12/1/20
SIGNATURE OF APPLICANT DATE

MEHUL PATEL

TYPED OR PRINTED NAME

Kimberly B. ... 12/1/2020
NOTARY PUBLIC

Michael Dellisanti 11/23/20
SIGNATURE OF OWNER DATE

Michael Dellisanti, Sr. Tenant Coordinator, DLC Management Corp.

TYPED OR PRINTED NAME a/a/t Lawrenceville Improvements, LLC

Julia M Lindert 11/24/2020
NOTARY PUBLIC DATE

JULIA M LINDERT

Notary Public - State of New York
No. 0116391698

Qualified in Putnam County
My Commission Expires May 13, 2023



SUP2020-00043

MSM LAWRENCEVILLE LLC
455 GRAYSON HWY Suite 101
LAWRENCEVILLE, GA, 30046
PHONE: 860-212-1635
E-mail: smokedepot455@gmail.com

City of Lawrenceville Planning and Zoning
Lawrenceville Town Hall
705 Clayton St
Lawrenceville, GA, 30046

Date: 12/01/2020

To Whom It May Concern:

MSM LAWRENCEVILLE LLC, currently based out of Lilburn, GA is seeking to open a upscale smoke shop and tobacco shop. Proposed store will be an upscale that will feature products from local, national, and international vendors.

We are a well-funded start-up company that seeks a long-term commitment to the community and that the store will be called "Smoke Depot."

"OUR GOAL IS TO APPEAL AND MARKET TO THE HIGH-END CLIENTELE IN Lawrenceville AND ITS SURROUNDING COMMUNITIES WHO CAN APPRECIATE ART AND SHOP AT A PROGRESSIVE AND DISCREET GALLERY."

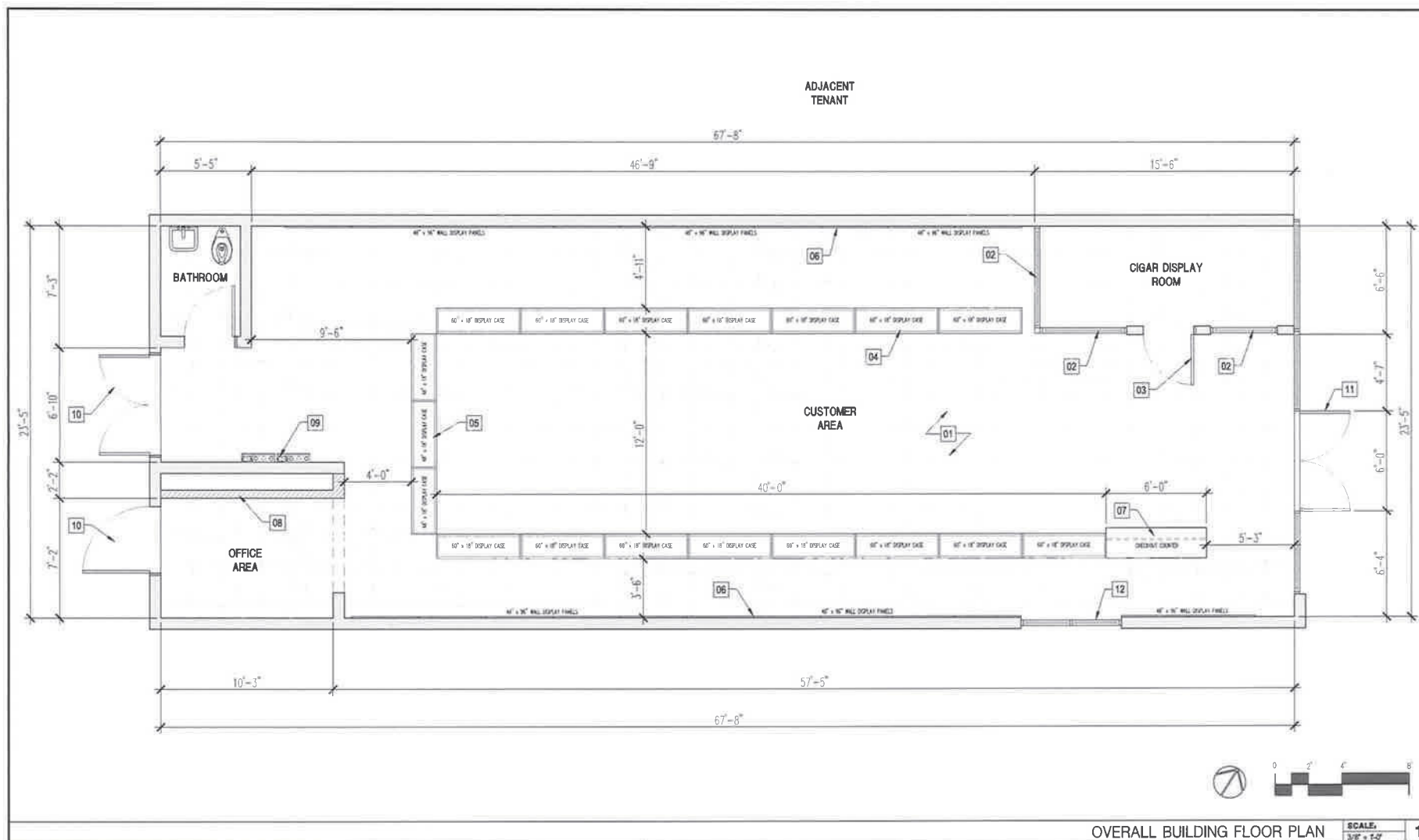
No one under the age of 21 will be permitted in the store. Our business hours will be 10 a.m. – 8 p.m.

Sincerely,



Mehul Patel
President
MSM Lawrenceville LLC

SUP2020-00043



OVERALL BUILDING FLOOR PLAN

 SCALE:
 3/8" = 1'-0"

1

- | | |
|---|---|
| 01 NEW LUXURY VINYL TILE FLOORING | 07 NEW CHECKOUT COUNTER (72" W X 22" D X 43" H) |
| 02 NEW DISPLAY ROOM GLASS WINDOW | 08 NEW WALL TO ENCLOSE EXISTING PLUMBING LINES |
| 03 NEW DISPLAY ROOM GLASS DOOR | 09 EXISTING ELECTRICAL PANELS |
| 04 NEW DISPLAY CASE, TEMPERED GLASS TOP AND FRONT WITH SLIDING WOOD DOORS (60" W X 18" D X 38" H) | 10 EXISTING EMERGENCY EXIT DOORS |
| 05 NEW DISPLAY CASE, TEMPERED GLASS TOP AND FRONT WITH SLIDING WOOD DOORS (48" W X 18" D X 38" H) | 11 EXISTING ENTRANCE DOORS AT STOREFRONT |
| 06 NEW HANGING SLATWALL PANELS (4" W X 6" H) | 12 EXISTING WINDOW, TO REMAIN CLOSED |

FLOOR PLAN KEYNOTES

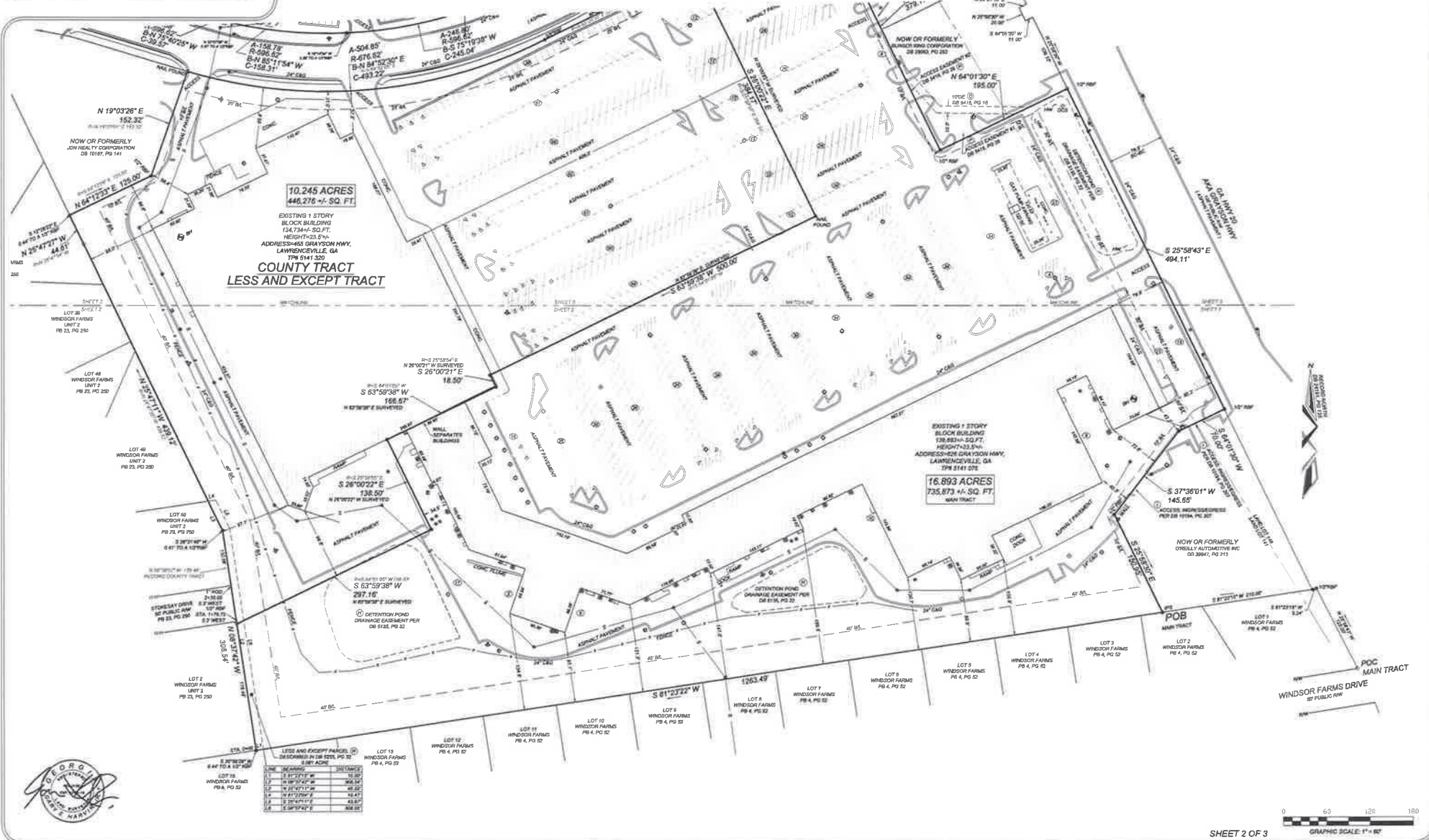
- DRAWINGS ARE ONLY REPRESENTATIVE OF CRITICAL DIMENSIONS, LAYOUT AND CLEARANCES. ALL FINISHES, MATERIALS, DETAILS TO BE VERIFIED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS, DIMENSIONS AND ELEVATIONS BEFORE PROCEEDING WITH THE WORK.
- DO NOT SCALE DRAWINGS
- ALL DIMENSIONS ARE TO THE FACE OF STUDS, FACE OF CONCRETE OR MASONRY AND CENTERLINE OF COLUMNS, UNLESS NOTED OTHERWISE. ALL DIMENSIONS NOTED AS "CLEAR" SHALL BE TO FACE OF FINISH.
- REFERENCE TO ANY DETAIL OR DRAWING IS FOR CONVENIENCE ONLY AND DOES NOT LIMIT THE APPLICATION OF SUCH DETAIL OR DRAWINGS.

- EXISTING ELECTRICAL, MECHANICAL AND PLUMBING LINES, DUCTS AND BOXES TO REMAIN AS PREVIOUSLY INSTALLED. CONTRACTOR TO INSTALL NEW DIFFUSERS OR OUTLET BOXES AS NEEDED AND CONNECT TO EXISTING SYSTEM.

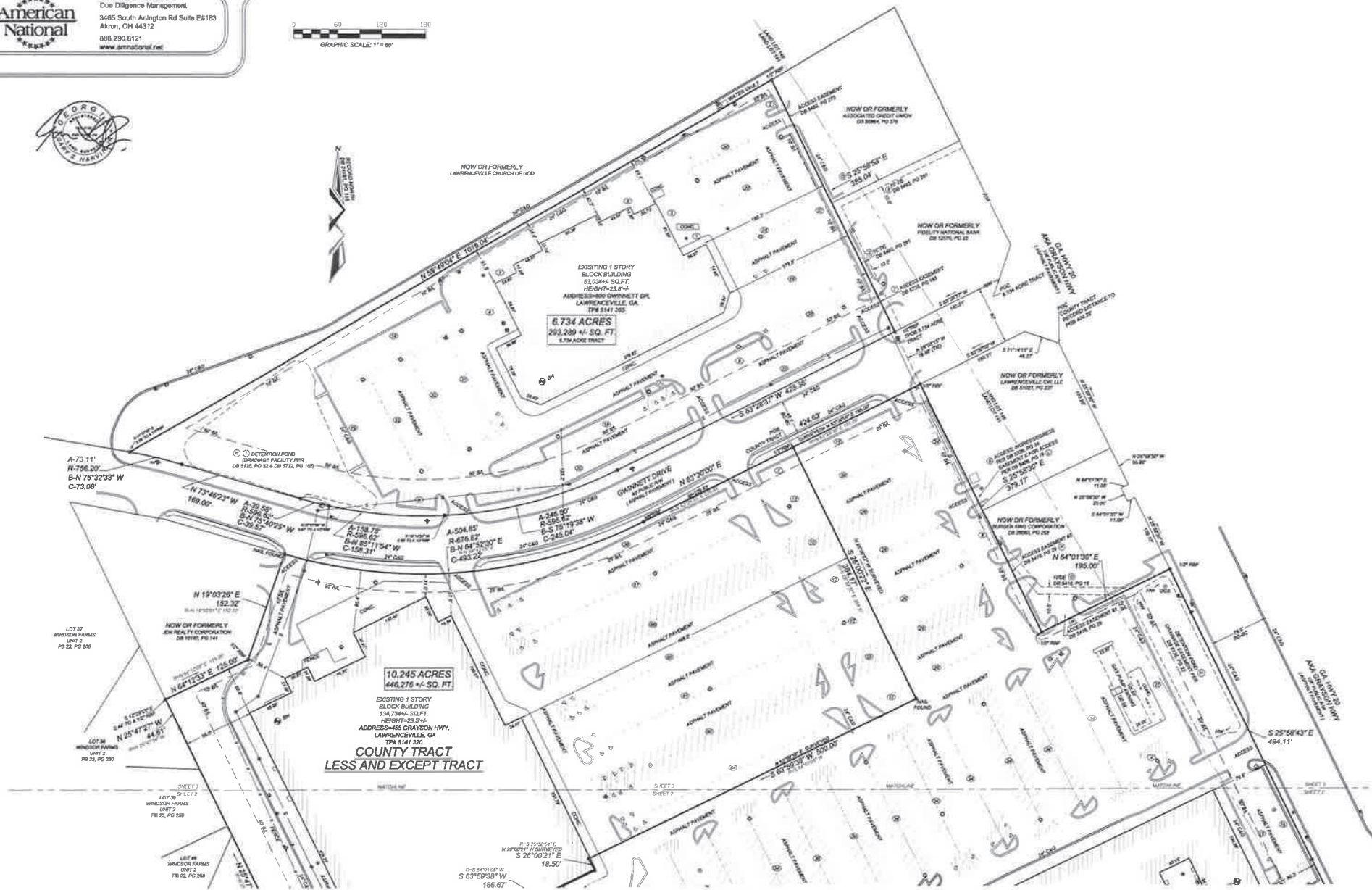
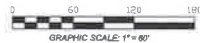
- EXISTING ENTRANCE AND EXIT DOORS TO REMAIN AS INSTALLED.

GENERAL NOTES

SUP2020-00043



**American
National**
Commercial Real Estate
Due Diligence Management
3465 South Arlington Rd Suite E#183
Akron, OH 44312
888.290.6121
www.amnnational.net



**COUNTY TRACT
LESS AND EXCEPT TRACT**

SHEET 3 OF 3



*The City of Lawrenceville
Planning & Development*

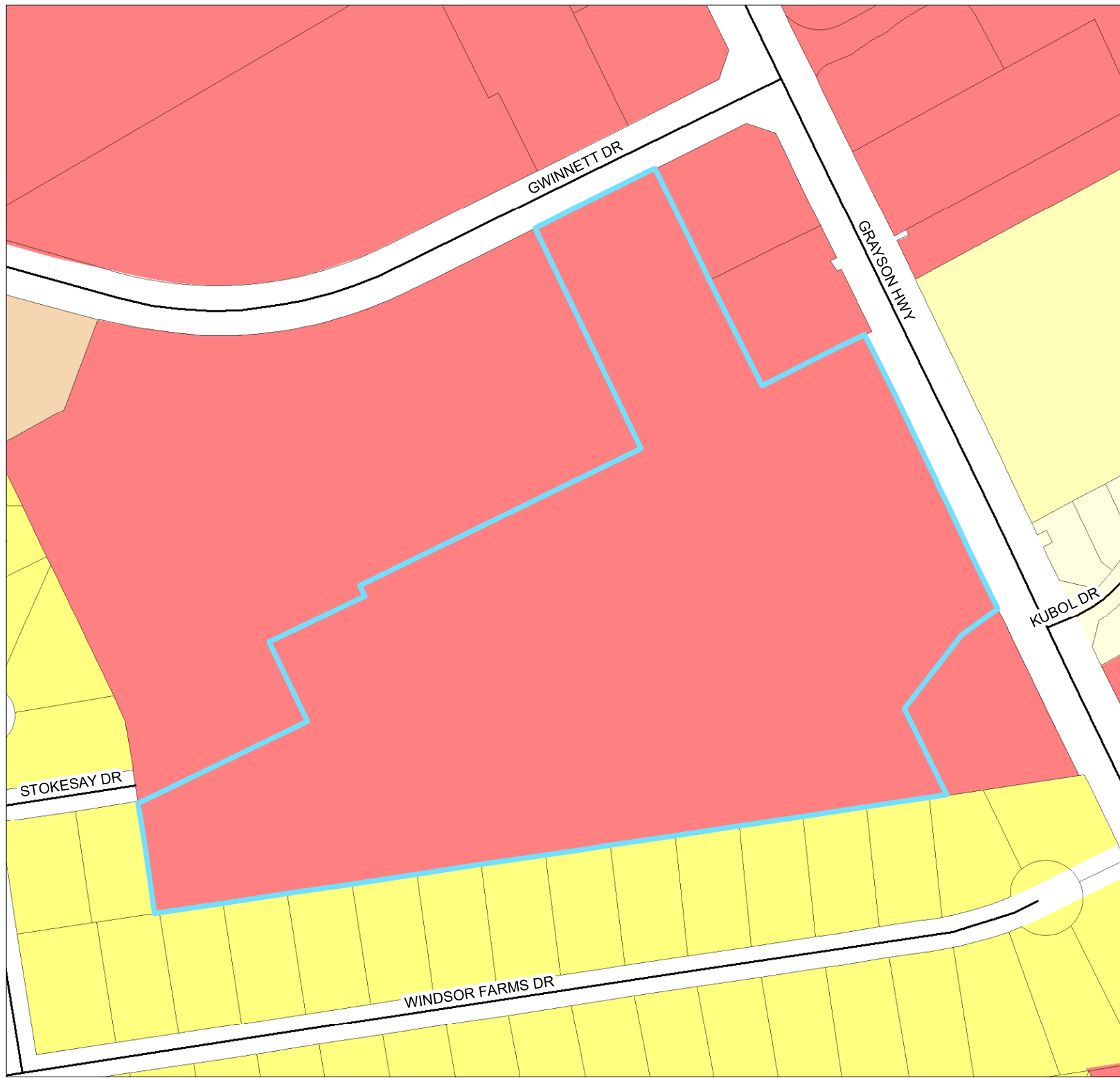
**Aerial Map and
Surrounding Area**
File # SUP2020-00043

Applicant:
MSM Lawrenceville LLC

Legend

-  Subject Property
-  Parcels
-  Roads





*The City of Lawrenceville
Planning & Development*

Location Map and
Surrounding Zoning
File # SUP2020-00043

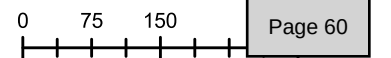
Applicant:
MSM Lawrenceville LLC

Legend

-  Subject Property
-  Parcels
-  Roads

Zoning Districts

-  BG General Business
-  RM-8 Townhouse Residential
-  RS180 Single-Family Residence
-  RS150 Single-Family Residence
-  RS60 Single-Family Residence





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract
Department:	Sanitation
Date of Meeting:	Wednesday, February 10, 2021
Fiscal Impact:	\$720,000.00
Presented By:	Barry Mock, Assistant City Manager, Director of Public Works
Action Requested:	Approval to renew Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract to GFL Environmental (formerly Advanced Disposal Services, LLC.) in the amount of \$720,000.00.

Summary: This contract provides for the disposal of the City's solid waste, construction and demolition materials. The transfer station is located within the city limits.

Fiscal Impact: Amount of \$720,000.00. This contract is funded by the Solid Waste Disposal-Landfill Fund (5404500-523980).



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Residential Recyclable Materials Collection on an Annual Contract
Department:	Sanitation
Date of Meeting:	Wednesday, February 10, 2021
Fiscal Impact:	\$161,353.20
Presented By:	Barry Mock, Assistant City Manager, Director of Public Works
Action Requested:	Approval to renew Residential Recyclable Materials Collection on an Annual Contract to Latham Home Sanitation Company, Inc. in the amount of \$161,353.20.

Summary: This agreement provides for the curbside collection service of recyclable materials for each residential unit one time per week.

Fiscal Impact: Amount of \$161,353.20. This contract is funded by the Recycled Material Collection Account (5404500-523990).



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of Electrical Materials on a Six-Month Contract
Department:	Electric
Date of Meeting:	Wednesday, February 10, 2021
Fiscal Impact:	\$589,266.22
Presented By:	Chris Ridings, Electric Director
Action Requested:	Approval to renew Purchase of Electrical Materials on a Six-Month Contract to the following firms: American Wire Group, Inc. in the amount of \$39,114.80, Anixter/Wesco Utility Power Solutions in the amount of \$193,079.20, Gresco Utility Supply in the amount of \$125,084.50, Stuart C. Irby Co., Inc. in the amount of \$157,518.80, and Tri-State Utility Products, Inc. in the amount of \$74,468.92. This is the first of four renewal options.

Summary: This contract will provide the City Electric Department with the most commonly used electrical materials.

Fiscal Impact: Amount of \$589,266.22. This contract is funded by the Capital Outlay Fund (5104600.541000) and Supplies-Distribution System Fund (5104600.531125).

Attachments/Exhibits:

Bid Tabulation

AQ008-20
Electrical Materials on a Six-Month Contract
Electric Department

				American Wire Group, Inc.		Anixter/Wesco Utility Power Solutions		Gresco Utility Supply	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	20A 13Term CT Meterbase w/ bypass (Ringless)RL AUTO BY OU	20	EA	\$143.24	\$2,864.80	N/A	\$0.00	N/A	\$0.00
2	Clearseal Padlock Meter Seal (Clear w/Red opaque insert)	2,000	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
3	Clearseal Padlock Meter Seal (Clear w/Blue opaque insert)	4,000	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
4	1-PH, Fiberglass Vertical Pin Insulator Bracket, 18" long, 2"	30	EA	N/B	\$0.00	\$57.65	\$1,729.50	N/A	\$0.00
5	1-PH, Fiberglass Vertical Pin Insulator Bracket, 24", 2"	30	EA	N/B	\$0.00	N/A	\$0.00	\$67.25	\$2,017.50
6	2-PH, Fiberglass Vertical Pin Insulator Bracket, 36" 2"	30	EA	N/B	\$0.00	\$104.65	\$3,139.50	N/A	\$0.00
7	2-PH, Fiberglass Vertical Pin Insulator Bracket, 48", 2"	30	EA	N/B	\$0.00	\$112.90	\$3,387.00	N/A	\$0.00
8	Fiberglass Deadend Arm, 96" long.	30	EA	N/A	\$0.00	\$196.60	\$5,898.00	N/A	\$0.00
9	Fiberglass Tangent Arm, 96" long, 4"x6" w/o eyebolt	30	EA	N/A	\$0.00	\$189.20	\$5,676.00	N/B	\$0.00
10	Fiberglass Cutout & Arr. Bracket; 1-Ph. 18" (w/hardware)	30	EA	N/B	\$0.00	N/A	\$0.00	N/A	\$0.00
11	Fiberglass Cutout & Arr. Bracket 3-Ph. 48" (w/Hardware)	30	EA	N/B	\$0.00	N/A	\$0.00	N/A	\$0.00
12	Pin Insulator; 15 kV Polyethylene	72	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
13	Spool Insulator 3" Polyethylene	200	EA	N/B	\$0.00	N/A	\$0.00	\$1.15	\$230.00
14	Suspension (Bell) Insulator - 15 kV Polymer-Type	20	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
15	Polymer Line Post Insulator w/Bracket; 15 kV; w/shoe att.	20	EA	N/A	\$0.00	\$53.75	\$1,075.00	N/A	\$0.00
16	600/900A - 15kV, Solid Blade Cutout	15	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
17	100 Amp - 15kV Polymer Cutout	100	EA	\$60.31	\$6,031.00	N/A	\$0.00	N/A	\$0.00
18	10 kV, Riser Pole, Polymer Arrestor	100	EA	N/A	\$0.00	\$31.20	\$3,120.00	N/A	\$0.00
19	Tiered Outboard (phase over phase) 25 kV, 900amp, synthetic insulators, with interrupters, Hook-stick operated	20	EA	N/A	\$0.00	\$3,171.60	\$63,432.00	N/A	\$0.00
20	600 amp continuous current, 15kV, side break, horizontal gang switch, Hook-stick operated	20	EA	N/A	\$0.00	\$2,712.80	\$54,256.00	N/B	\$0.00
21	Fuselink, 3 AMP, KS type	100	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
22	Fuselink, 5 AMP, KS type	100	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
23	Fuselink, 7 AMP, KS type	50	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
24	Fuselink, 10 AMP, KS type	50	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
25	Fuselink, 15 AMP, KS type	50	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
26	Fuselink, 20 AMP, KS type	50	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
27	Fuselink, 25 AMP, KS type	25	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00

BID TABULATION

PAGE 2

7.

28	Fuselink, 30 AMP, KS type	25	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
29	Fuselink, 40 AMP, KS type	50	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
30	Fuselink, 50 AMP, KS type	50	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
31	Fuselink, 65 AMP, KS type	50	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
32	Fuselink, 80 AMP, KS type	100	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
33	Fuselink, 100 AMP, KS type	100	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
34	Fuselink, 125 AMP, KS type	100	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
35	Fuselink, 150 AMP, KS type	100	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
36	Fuselink, 3 AMP, Bayonet type	20	EA	N/A	\$0.00	\$10.56	\$211.20	N/A	\$0.00
37	Fuselink, 8 AMP, Bayonet type	20	EA	N/A	\$0.00	\$10.56	\$211.20	N/A	\$0.00
38	Fuselink, 10 AMP, Bayonet type	20	EA	N/A	\$0.00	N/B	\$0.00	N/B	\$0.00
39	Fuselink, 15 AMP, Bayonet type	20	EA	N/A	\$0.00	\$11.20	\$224.00	N/A	\$0.00
40	Fuselink, 50 AMP, Bayonet type	20	EA	N/A	\$0.00	\$13.20	\$264.00	N/A	\$0.00
41	#2 ACSR	10,000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
42	1/0 ACSR	12000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
43	4/0 ACSR	10000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
44	336.4 ACSR	10000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
45	#6 Duplex - Overhead Secondary	3000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
46	#2 Triplex - Overhead Secondary	4000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
47	1/0 Triplex - Overhead Secondary	5000	FT	\$0.72	\$3,600.00	N/A	\$0.00	N/A	\$0.00
48	4/0 Triplex - Overhead Secondary	4000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
49	1/0 Quadruplex - Overhead Secondary	2,500	FT	N/A	\$0.00	\$1.10	\$2,750.00	N/A	\$0.00
50	4/0 Quadruplex - Overhead Secondary	4,000	FT	\$1.95	\$7,800.00	N/A	\$0.00	N/A	\$0.00
51	1/0, EPR 220 MIL Insulation	15,000	FT	N/A	\$0.00	\$0.00	\$0.00	N/A	\$0.00
52	4/0, EPR 220 MIL Insulation	10,000	FT	N/A	\$0.00	\$0.00	\$0.00	N/A	\$0.00
53	500, EPR 220 MIL Insulation	10000	FT	N/A	\$0.00	\$0.00	\$0.00	\$4.55	\$45,500.00
54	1000, EPR 220 MIL Insulation	10000	FT	N/A	\$0.00	\$0.00	\$0.00	\$6.65	\$66,500.00
55	4/0 EPR 260 MIL Insulation	2500	FT	N/A	\$0.00	\$0.00	\$0.00	N/A	\$0.00
56	1000, EPR 260 MIL Insulation	10000	FT	N/A	\$0.00	\$0.00	\$0.00	N/A	\$0.00
57	#6 Duplex - Underground Secondary	4000	FT	\$0.20	\$800.00	N/A	\$0.00	N/A	\$0.00
58	#6 Triplex - Underground Secondary	2000	FT	\$0.35	\$700.00	N/A	\$0.00	N/A	\$0.00
59	#2 Triplex - Underground Secondary	2000	FT	\$0.55	\$1,100.00	N/A	\$0.00	N/A	\$0.00
60	1/0 Triplex - Underground Secondary	4000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
61	2/0 Triplex - Underground Secondary	4000	FT	N/A	\$0.00	\$0.95	\$3,800.00	N/A	\$0.00
62	4/0 Triplex - Underground Secondary	4000	FT	N/A	\$0.00	\$1.27	\$5,080.00	N/A	\$0.00
63	1/0 Quadruplex - Underground Secondary	3000	FT	\$1.10	\$3,300.00	N/A	\$0.00	N/A	\$0.00
64	4/0 Quadruplex - Underground Secondary	3000	FT	\$1.70	\$5,100.00	N/A	\$0.00	N/A	\$0.00
65	350 MCM Triplex - Underground Secondary	3000	FT	\$1.95	\$5,850.00	N/A	\$0.00	N/A	\$0.00
66	Alumoweld Type M Guy Strand 10M	1000	FT	N/A	\$0.00	N/A	\$0.00	\$0.24	\$240.00
67	#6 Riser Wire "Polywire"	2000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00

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68	1/0 Bare Copper Wire	2000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
69	4/0 Bare Copper Wire	2000	FT	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
70	#14 7/C XHHW (CT Wire w/Pull String)	1000	FT	\$0.72	\$720.00	N/A	\$0.00	N/A	\$0.00
71	#2, 7 Strand, Copper Ground Wire 25# spool	300	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
72	#6 Copper Wire, Soft Drawn, 25# box	300	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
73	#6 Aluminum Tie Wire, 25# box	100	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
74	42" x 45" x 42" Composite Pad	20	EA	N/A	\$0.00	N/B	\$0.00	\$91.10	\$1,822.00
75	42" X 42" Single Phase Concrete Pad	20	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
76	65" X 76" 3-Phase Concrete Pad (for 75 - 1000Kva)	5	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
77	100 Watt High Pressure Sodium Lamp, non-cycling	60	EA	N/A	\$0.00	\$6.15	\$369.00	N/A	\$0.00
78	400 Watt High Pressure Sodium Lamp, non-cycling	48	EA	N/A	\$0.00	\$8.15	\$391.20	N/A	\$0.00
79	400 Watt Metal Halide Lamp	24	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
80	*350 Watt Metal Halide Lamp - Universal Burn	24	EA	N/A	\$0.00	N/B	\$0.00	N/A	\$0.00
81	50 Watts - LED Rural Street Light - 5700 Lumens - 100W MH Equal - 4000K w/photocell receptacle (TYPE II) CAT # TBD	50	EA	N/A	\$0.00	\$76.45	\$3,822.50	N/A	\$0.00
82	50 Watts - LED Rural Street Light - 5700 Lumens - 100W MH Equal - 4000K w/photocell receptacle	50	EA	N/A	\$0.00	\$84.00	\$4,200.00	N/A	\$0.00
83	Direct Burial Fiberglass Pole - 20' Class 1; 16' Mounting Height; 3" Tenon	40	EA	N/B	\$0.00	N/A	\$0.00	N/A	\$0.00
84	Photo Control 120-277v AEL LED Fail Off Non-UL	200	EA	N/B	\$0.00	\$12.50	\$2,500.00	N/B	\$0.00
85	Decorative LED Photocontrol	100	EA	N/B	\$0.00	\$12.50	\$1,250.00	N/B	\$0.00
86	Loadbreak Elbow, w/o Tst Pt, 200a, 175/220mil insul, 1/0	120	EA	N/B	\$0.00	N/A	\$0.00	\$34.00	\$4,080.00
87	Loadbreak Elbow, w/o Tst Pt, 200a, 260mil insul 25Kv 4/0	20	EA	N/B	\$0.00	N/A	\$0.00	N/B	\$0.00
88	Loadbreak Elbow, w/o Tst Pt, 200a, 175/220mil insul, 4/0	40	EA	N/B	\$0.00	N/A	\$0.00	N/B	\$0.00
89	Splice kit, 15kv, 175/220 mil insulation, 1/0 Al	90	EA	N/B	\$0.00	\$26.95	\$2,425.50	N/A	\$0.00
90	Splice kit, 25Kv, 260 mil Ins. 4/0 Al	20	EA	N/B	\$0.00	N/A	\$0.00	\$34.00	\$680.00
91	Splice kit, 15kV, 175/220 mil insulation, 4/0 Al	20	EA	N/B	\$0.00	N/A	\$0.00	N/B	\$0.00
92	Splice kit, 25Kv, 260 mil Ins. 1000MCM Al	12	EA	N/B	\$0.00	N/A	\$0.00	N/B	\$0.00
93	Splice kit, 15kV, 175/220 mil insulation 1000 MCM Al	20	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
94	Single piece terminator (w/rod contact), 15kV, 1/0	40	EA	N/B	\$0.00	\$28.10	\$1,124.00	N/A	\$0.00
95	Single piece terminator, (w/rod contact), 15kV, 4/0	12	EA	N/B	\$0.00	N/A	\$0.00	\$35.50	\$426.00
96	Single piece terminator, (w/rod contact), 25kV, 4/0	12	EA	N/B	\$0.00	\$36.95	\$443.40	N/A	\$0.00
97	Bushing insert, 15 kV	60	EA	N/B	\$0.00	N/A	\$0.00	N/A	\$0.00
98	Bushing Insert, 25 kV	60	EA	N/B	\$0.00	\$29.85	\$1,791.00	N/A	\$0.00
99	Insulating cap with ground, 15 kV	60	EA	N/B	\$0.00	N/A	\$0.00	N/B	\$0.00
100	Feed thru, 15 kV	12	EA	N/B	\$0.00	\$76.85	\$922.20	N/A	\$0.00
101	Insulated Parking stand, 15 kV	20	EA	N/B	\$0.00	\$30.60	\$612.00	N/A	\$0.00
102	3 Pt. junction with "U" straps, 15 kV	16	EA	N/B	\$0.00	\$96.75	\$1,548.00	N/A	\$0.00
103	4 Pt. junction with "U" straps, 15 kV	24	EA	N/B	\$0.00	\$115.00	\$2,760.00	N/A	\$0.00

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104	Elbow surge arrester, 15kV	20	EA	N/B	\$0.00	\$58.20	\$1,164.00	N/A	\$0.00
105	Parking Stand arrester, 15 kV	20	EA	N/B	\$0.00	\$133.80	\$2,676.00	N/A	\$0.00
106	Anchor, expanding, 8 way, for 5/8" rod	30	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
107	Anchors, single helix, 8", for 5/8" rod	30	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
108	Anchors, single helix, 10", for 5/8" rod	20	EA	N/A	\$0.00	\$22.05	\$441.00	N/A	\$0.00
109	Rod, anchor, forged twineye, 5/8" x 7', galvanized	30	EA	N/B	\$0.00	\$12.80	\$384.00	N/A	\$0.00
110	Rod & eyenut, anchor, twineye, 5/8" x 7', galvanized	40	EA	N/B	\$0.00	\$15.70	\$628.00	N/A	\$0.00
111	Rod, ground, copper weld 5/8" x 8'	200	EA	N/B	\$0.00	N/A	\$0.00	\$10.35	\$2,070.00
112	Clamp, ground rod, for 5/8" rod	300	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
113	Insulator, guy strain (link stick), clevis-clevis, 1 roller, 12"	20	EA	N/B	\$0.00	N/A	\$0.00	\$14.00	\$280.00
114	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 12"	20	EA	N/B	\$0.00	\$11.30	\$226.00	N/A	\$0.00
115	Insulator, guy strain (link stick), 24", clevis-thimble, 1 roller, 24"	20	EA	N/B	\$0.00	\$14.20	\$284.00	N/A	\$0.00
116	Insulator, guy strain (link stick), clevis-clevis, 1 roller, 30"	20	EA	N/B	\$0.00	N/A	\$0.00	N/A	\$0.00
117	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 36"	20	EA	N/B	\$0.00	\$17.75	\$355.00	N/A	\$0.00
118	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 78"	20	EA	N/B	\$0.00	\$24.50	\$490.00	N/A	\$0.00
119	Hook, Guy, Multiple Attachment Type	200	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
120	Hook, Guy, Multiple Attachment Type (With Teeth)	200	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
121	Hook, Guy, 'Hog Ear', Galv	100	EA	N/A	\$0.00	\$4.60	\$460.00	N/A	\$0.00
122	Guy Fitting, Sidewalk, Pole Plate, 2" Pipe Size	100	EA	N/A	\$0.00	N/B	\$0.00	N/A	\$0.00
123	Guy Fitting, Sidewalk, Clamp End Fitting, 2" Pipe Size	100	EA	N/A	\$0.00	N/B	\$0.00	N/A	\$0.00
124	Guard, Guy, yellow poly, full round, 8'x1-1/4", no pigtail	100	EA	N/B	\$0.00	N/A	\$0.00	\$2.39	\$239.00
125	Dead End Shoes (#6 - 336)	100	EA	N/A	\$0.00	\$9.70	\$970.00	N/A	\$0.00
126	Dead End Shoes (750)	100	EA	N/B	\$0.00	\$17.70	\$1,770.00	N/A	\$0.00
127	Clevis (Neutral Rack)	200	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
128	Pole Top Pins w/Nylon Thread	30	EA	N/A	\$0.00	\$10.40	\$312.00	N/A	\$0.00
129	Overhead Transformer Conn. (Pin-Clamp 4-Position)	200	EA	N/B	\$0.00	N/B	\$0.00	\$5.00	\$1,000.00
130	Overhead Transformer Conn. (Pin-Clamp 2-Position)	150	EA	N/B	\$0.00	\$6.20	\$930.00	N/A	\$0.00
131	Overhead Transformer Conn. (Pin-Clamp 4 Position 350)	150	EA	N/B	\$0.00	N/B	\$0.00	N/A	\$0.00
132	Alum. Transformer Conn. 6-Port w/SL (Ins.)	200	EA	N/B	\$0.00	N/B	\$0.00	N/A	\$0.00
133	Alum. Transformer Conn. 6-Port (Neutral)	100	EA	N/B	\$0.00	\$11.55	\$1,155.00	N/A	\$0.00
134	Tank Grounds	500	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
135	U-Guard Lag Screws	2000	EA	N/B	\$0.00	N/A	\$0.00	N/A	\$0.00
136	#6 - #6 (Alum)	750	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
137	#6 - 1/0 (Alum)	750	EA	N/R	\$0.00	N/A	\$0.00	N/A	\$0.00
138	#6 - 2/0 (Alum)	500	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
139	1/0 - 1/0 (Alum)	750	EA	N/B	\$0.00	N/A	\$0.00	N/A	\$0.00
140	#6 - 4/0 (Alum)	250	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
141	1/0 - 4/0 (Alum)	500	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
142	4/0 - 4/0 (Alum)	500	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00

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143	#6 - #6 (CU)	400	EA	N/A	\$0.00	\$0.68	\$272.00	N/A	\$0.00
144	#6 - 1/0 (CU)	500	EA	N/A	\$0.00	\$1.35	\$675.00	N/A	\$0.00
145	1/0 - 1/0 (CU)	500	EA	N/A	\$0.00	\$1.20	\$600.00	N/A	\$0.00
146	10" Machine Bolts	300	EA	\$0.89	\$267.00	N/A	\$0.00	N/A	\$0.00
147	12" Machine Bolts	500	EA	N/A	\$0.00	N/A	\$0.00	N/A	\$0.00
148	14" Machine Bolts	500	EA	N/A	\$0.00	\$1.23	\$615.00	N/A	\$0.00
149	16" Machine Bolts	300	EA	\$1.51	\$453.00	N/A	\$0.00	N/A	\$0.00
150	10" Eye Bolts	100	EA	\$1.39	\$139.00	N/A	\$0.00	N/A	\$0.00
151	12" Eye Bolts	200	EA	\$1.95	\$390.00	N/A	\$0.00	N/A	\$0.00
152	14" Eye Bolts	200	EA	N/A	\$0.00	\$1.30	\$260.00	N/A	\$0.00
TOTAL				\$39,114.80		\$193,079.20		\$125,084.50	
Will vendor hold pricing firm? Renewal Option 1				Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 2				Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 3				Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 4				Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease	

				Stuart C. Irby Co., Inc.		Tri-State Utility Products, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	20A 13Term CT Meterbase w/ bypass (Ringless)RL AUTO BY OU	20	EA	N/A	\$0.00	N/A	\$0.00
2	Clearseal Padlock Meter Seal (Clear w/Red opaque insert)	2,000	EA	\$0.42	\$840.00	N/A	\$0.00
3	Clearseal Padlock Meter Seal (Clear w/Blue opaque insert)	4,000	EA	\$0.42	\$1,680.00	N/A	\$0.00
4	1-PH, Fiberglass Vertical Pin Insulator Bracket, 18" long, 2"	30	EA	N/A	\$0.00	N/A	\$0.00
5	1-PH, Fiberglass Vertical Pin Insulator Bracket, 24", 2"	30	EA	N/A	\$0.00	N/A	\$0.00
6	2-PH, Fiberglass Vertical Pin Insulator Bracket, 36" 2"	30	EA	N/A	\$0.00	N/A	\$0.00
7	2-PH, Fiberglass Vertical Pin Insulator Bracket, 48", 2"	30	EA	N/A	\$0.00	N/A	\$0.00
8	Fiberglass Deadend Arm, 96" long.	30	EA	N/A	\$0.00	N/B	\$0.00
9	Fiberglass Tangent Arm, 96" long, 4"x6" w/o eyebolt	30	EA	N/B	\$0.00	N/B	\$0.00
10	Fiberglass Cutout & Arr. Bracket; 1-Ph. 18" (w/hardware)	30	EA	N/A	\$0.00	\$49.05	\$1,471.50
11	Fiberglass Cutout & Arr. Bracket 3-Ph. 48" (w/Hardware)	30	EA	\$149.50	\$4,485.00	N/A	\$0.00
12	Pin Insulator; 15 kV Polyethylene	72	EA	N/B	\$0.00	\$5.83	\$419.76
13	Spool Insulator 3" Polyethylene	200	EA	N/B	\$0.00	N/A	\$0.00
14	Suspension (Bell) Insulator - 15 kV Polymer-Type	20	EA	\$6.48	\$129.60	N/A	\$0.00
15	Polymer Line Post Insulator w/Bracket; 15 kV; w/shoe att.	20	EA	N/A	\$0.00	N/A	\$0.00
16	600/900A - 15kV, Solid Blade Cutout	15	EA	\$191.00	\$2,865.00	N/A	\$0.00
17	100 Amp - 15kV Polymer Cutout	100	EA	N/B	\$0.00	N/B	\$0.00
18	10 kV, Riser Pole, Polymer Arrestor	100	EA	N/A	\$0.00	N/A	\$0.00
19	Tiered Outboard (phase over phase) 25 kV, 900amp, synthetic insulators, with interrupters, Hook-stick operated	20	EA	N/B	\$0.00	N/A	\$0.00
20	600 amp continuous current, 15kV, side break, horizontal gang switch, Hook-stick operated	20	EA	N/B	\$0.00	N/A	\$0.00
21	Fuselink, 3 AMP, KS type	100	EA	\$2.55	\$255.00	N/B	\$0.00
22	Fuselink, 5 AMP, KS type	100	EA	\$2.55	\$255.00	N/B	\$0.00
23	Fuselink, 7 AMP, KS type	50	EA	\$2.55	\$127.50	N/B	\$0.00
24	Fuselink, 10 AMP, KS type	50	EA	\$2.55	\$127.50	N/B	\$0.00
25	Fuselink, 15 AMP, KS type	50	EA	\$2.55	\$127.50	N/B	\$0.00
26	Fuselink, 20 AMP, KS type	50	EA	\$2.55	\$127.50	N/B	\$0.00
27	Fuselink, 25 AMP, KS type	25	EA	\$2.65	\$66.25	N/B	\$0.00

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28	Fuselink, 30 AMP, KS type	25	EA	\$2.65	\$66.25	N/B	\$0.00
29	Fuselink, 40 AMP, KS type	50	EA	\$2.65	\$132.50	N/B	\$0.00
30	Fuselink, 50 AMP, KS type	50	EA	\$2.65	\$132.50	N/B	\$0.00
31	Fuselink, 65 AMP, KS type	50	EA	\$3.65	\$182.50	N/B	\$0.00
32	Fuselink, 80 AMP, KS type	100	EA	\$4.10	\$410.00	N/B	\$0.00
33	Fuselink, 100 AMP, KS type	100	EA	\$4.55	\$455.00	N/B	\$0.00
34	Fuselink, 125 AMP, KS type	100	EA	\$9.95	\$995.00	N/B	\$0.00
35	Fuselink, 150 AMP, KS type	100	EA	\$12.15	\$1,215.00	N/B	\$0.00
36	Fuselink, 3 AMP, Bayonet type	20	EA	N/B	\$0.00	N/B	\$0.00
37	Fuselink, 8 AMP, Bayonet type	20	EA	N/B	\$0.00	N/B	\$0.00
38	Fuselink, 10 AMP, Bayonet type	20	EA	N/B	\$0.00	N/B	\$0.00
39	Fuselink, 15 AMP, Bayonet type	20	EA	N/B	\$0.00	N/B	\$0.00
40	Fuselink, 50 AMP, Bayonet type	20	EA	N/B	\$0.00	N/B	\$0.00
41	#2 ACSR	10,000	FT	\$0.15	\$1,500.00	N/A	\$0.00
42	1/0 ACSR	12000	FT	\$0.23	\$2,760.00	N/A	\$0.00
43	4/0 ACSR	10000	FT	\$0.41	\$4,100.00	N/A	\$0.00
44	336.4 ACSR	10000	FT	\$0.60	\$6,000.00	N/A	\$0.00
45	#6 Duplex - Overhead Secondary	3000	FT	\$0.20	\$600.00	N/A	\$0.00
46	#2 Triplex - Overhead Secondary	4000	FT	\$0.54	\$2,160.00	N/A	\$0.00
47	1/0 Triplex - Overhead Secondary	5000	FT	N/A	\$0.00	N/A	\$0.00
48	4/0 Triplex - Overhead Secondary	4000	FT	\$1.70	\$6,800.00	N/A	\$0.00
49	1/0 Quadruplex - Overhead Secondary	2,500	FT	N/A	\$0.00	N/A	\$0.00
50	4/0 Quadruplex - Overhead Secondary	4,000	FT	N/A	\$0.00	N/A	\$0.00
51	1/0, EPR 220 MIL Insulation	15,000	FT	\$2.20	\$33,000.00	N/A	\$0.00
52	4/0, EPR 220 MIL Insulation	10,000	FT	\$2.90	\$29,000.00	N/A	\$0.00
53	500, EPR 220 MIL Insulation	10000	FT	N/A	\$0.00	N/A	\$0.00
54	1000, EPR 220 MIL Insulation	10000	FT	N/A	\$0.00	N/A	\$0.00
55	4/0 EPR 260 MIL Insulation	2500	FT	\$2.70	\$6,750.00	N/A	\$0.00
56	1000, EPR 260 MIL Insulation	10000	FT	N/A	\$0.00	\$6.69	\$66,900.00
57	#6 Duplex - Underground Secondary	4000	FT	N/A	\$0.00	N/A	\$0.00
58	#6 Triplex - Underground Secondary	2000	FT	N/A	\$0.00	N/A	\$0.00
59	#2 Triplex - Underground Secondary	2000	FT	N/A	\$0.00	N/A	\$0.00
60	1/0 Triplex - Underground Secondary	4000	FT	\$0.86	\$3,440.00	N/A	\$0.00
61	2/0 Triplex - Underground Secondary	4000	FT	N/A	\$0.00	N/A	\$0.00
62	4/0 Triplex - Underground Secondary	4000	FT	N/A	\$0.00	N/A	\$0.00
63	1/0 Quadruplex - Underground Secondary	3000	FT	N/A	\$0.00	N/A	\$0.00
64	4/0 Quadruplex - Underground Secondary	3000	FT	N/A	\$0.00	N/A	\$0.00
65	350 MCM Triplex - Underground Secondary	3000	FT	N/A	\$0.00	N/A	\$0.00
66	Alumoweld Type M Guy Strand 10M	1000	FT	N/A	\$0.00	N/A	\$0.00
67	#6 Riser Wire "Polywire"	2000	FT	\$0.57	\$1,140.00	N/A	\$0.00

BID TABULATION

68	1/0 Bare Copper Wire	2000	FT	\$1.59	\$3,180.00	N/A	\$0.00
69	4/0 Bare Copper Wire	2000	FT	\$3.18	\$6,360.00	N/A	\$0.00
70	#14 7/C XHHW (CT Wire w/Pull String)	1000	FT	N/A	\$0.00	N/A	\$0.00
71	#2, 7 Strand, Copper Ground Wire 25# spool	300	EA	\$4.60	\$1,380.00	N/A	\$0.00
72	#6 Copper Wire, Soft Drawn, 25# box	300	EA	\$4.60	\$1,380.00	N/A	\$0.00
73	#6 Aluminum Tie Wire, 25# box	100	EA	N/A	\$0.00	\$2.19	\$219.00
74	42" x 45" x 42" Composite Pad	20	EA	N/A	\$0.00	N/A	\$0.00
75	42" X 42" Single Phase Concrete Pad	20	EA	\$91.50	\$1,830.00	N/B	\$0.00
76	65" X 76" 3-Phase Concrete Pad (for 75 - 1000Kva)	5	EA	\$295.00	\$1,475.00	N/B	\$0.00
77	100 Watt High Pressure Sodium Lamp, non-cycling	60	EA	N/A	\$0.00	N/A	\$0.00
78	400 Watt High Pressure Sodium Lamp, non-cycling	48	EA	N/A	\$0.00	N/A	\$0.00
79	400 Watt Metal Halide Lamp	24	EA	N/A	\$0.00	\$10.44	\$250.56
80	*350 Watt Metal Halide Lamp - Universal Burn	24	EA	N/A	\$0.00	\$14.40	\$345.60
81	50 Watts - LED Rural Street Light - 5700 Lumens - 100W MH Equal - 4000K w/photocell receptacle (TYPE II) CAT # TBD	50	EA	N/A	\$0.00	N/A	\$0.00
82	50 Watts - LED Rural Street Light - 5700 Lumens - 100W MH Equal - 4000K w/photocell receptacle	50	EA	N/A	\$0.00	N/A	\$0.00
83	Direct Burial Fiberglass Pole - 20' Class 1; 16' Mounting Height; 3" Tenon	40	EA	\$241.00	\$9,640.00	N/A	\$0.00
84	Photo Control 120-277v AEL LED Fail Off Non-UL	200	EA	N/A	\$0.00	N/A	\$0.00
85	Decorative LED Photocontrol	100	EA	N/A	\$0.00	N/A	\$0.00
86	Loadbreak Elbow, w/o Tst Pt, 200a, 175/220mil insul, 1/0	120	EA	N/A	\$0.00	N/A	\$0.00
87	Loadbreak Elbow, w/o Tst Pt, 200a, 260mil insul 25Kv 4/0	20	EA	\$34.00	\$680.00	N/A	\$0.00
88	Loadbreak Elbow, w/o Tst Pt, 200a, 175/220mil insul, 4/0	40	EA	\$26.95	\$1,078.00	N/A	\$0.00
89	Splice kit, 15kv, 175/220 mil insulation, 1/0 Al	90	EA	N/A	\$0.00	N/B	\$0.00
90	Splice kit, 25Kv, 260 mil Ins. 4/0 Al	20	EA	N/A	\$0.00	N/B	\$0.00
91	Splice kit, 15kV, 175/220 mil insulation, 4/0 Al	20	EA	\$38.20	\$764.00	N/B	\$0.00
92	Splice kit, 25Kv, 260 mil Ins. 1000MCM Al	12	EA	\$141.35	\$1,696.20	N/B	\$0.00
93	Splice kit, 15kV, 175/220 mil insulation 1000 MCM Al	20	EA	\$144.65	\$2,893.00	N/B	\$0.00
94	Single piece terminator (w/rod contact), 15kV, 1/0	40	EA	N/A	\$0.00	N/B	\$0.00
95	Single piece terminator, (w/rod contact), 15kV, 4/0	12	EA	N/A	\$0.00	N/B	\$0.00
96	Single piece terminator, (w/rod contact), 25kV, 4/0	12	EA	N/A	\$0.00	N/B	\$0.00
97	Bushing insert, 15 kV	60	EA	\$22.95	\$1,377.00	N/A	\$0.00
98	Bushing Insert, 25 kV	60	EA	N/A	\$0.00	N/A	\$0.00
99	Insulating cap with ground, 15 kV	60	EA	\$24.30	\$1,458.00	N/A	\$0.00
100	Feed thru, 15 kV	12	EA	N/A	\$0.00	N/A	\$0.00
101	Insulated Parking stand, 15 kV	20	EA	N/A	\$0.00	N/A	\$0.00
102	3 Pt. junction with "U" straps, 15 kV	16	EA	N/A	\$0.00	N/A	\$0.00
103	4 Pt. junction with "U" straps, 15 kV	24	EA	N/A	\$0.00	N/A	\$0.00

BID TABULATION

104	Elbow surge arrester, 15kV	20	EA	N/A	\$0.00	N/A	\$0.00
105	Parking Stand arrester, 15 kV	20	EA	N/A	\$0.00	N/A	\$0.00
106	Anchor, expanding, 8 way, for 5/8" rod	30	EA	\$15.90	\$477.00	N/A	\$0.00
107	Anchors, single helix, 8", for 5/8" rod	30	EA	\$18.05	\$541.50	N/A	\$0.00
108	Anchors, single helix, 10", for 5/8" rod	20	EA	N/A	\$0.00	N/A	\$0.00
109	Rod, anchor, forged twineye, 5/8" x 7', galvanized	30	EA	N/A	\$0.00	N/A	\$0.00
110	Rod & eyenut, anchor, twineye, 5/8" x 7', galvanized	40	EA	N/A	\$0.00	N/A	\$0.00
111	Rod, ground, copper weld 5/8" x 8'	200	EA	N/A	\$0.00	N/A	\$0.00
112	Clamp, ground rod, for 5/8" rod	300	EA	N/A	\$0.00	\$1.62	\$486.00
113	Insulator, guy strain (link stick), clevis-clevis, 1 roller, 12"	20	EA	N/A	\$0.00	N/A	\$0.00
114	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 12"	20	EA	N/A	\$0.00	N/A	\$0.00
115	Insulator, guy strain (link stick), 24", clevis-thimble, 1 roller, 24"	20	EA	N/A	\$0.00	N/A	\$0.00
116	Insulator, guy strain (link stick), clevis-clevis, 1 roller, 30"	20	EA	\$21.10	\$422.00	N/B	\$0.00
117	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 36"	20	EA	N/A	\$0.00	N/A	\$0.00
118	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 78"	20	EA	N/A	\$0.00	N/A	\$0.00
119	Hook, Guy, Multiple Attachment Type	200	EA	\$3.60	\$720.00	N/A	\$0.00
120	Hook, Guy, Multiple Attachment Type (With Teeth)	200	EA	\$3.75	\$750.00	N/A	\$0.00
121	Hook, Guy, 'Hog Ear', Galv	100	EA	N/A	\$0.00	N/A	\$0.00
122	Guy Fitting, Sidewalk, Pole Plate, 2" Pipe Size	100	EA	\$12.85	\$1,285.00	N/A	\$0.00
123	Guy Fitting, Sidewalk, Clamp End Fitting, 2" Pipe Size	100	EA	\$8.70	\$870.00	N/A	\$0.00
124	Guard, Guy, yellow poly, full round, 8'x1-1/4", no pigtail	100	EA	N/A	\$0.00	N/A	\$0.00
125	Dead End Shoes (#6 - 336)	100	EA	N/A	\$0.00	N/A	\$0.00
126	Dead End Shoes (750)	100	EA	N/A	\$0.00	N/A	\$0.00
127	Clevis (Neutral Rack)	200	EA	\$3.50	\$700.00	N/A	\$0.00
128	Pole Top Pins w/Nylon Thread	30	EA	N/A	\$0.00	N/A	\$0.00
129	Overhead Transformer Conn. (Pin-Clamp 4-Position)	200	EA	N/A	\$0.00	N/A	\$0.00
130	Overhead Transformer Conn. (Pin-Clamp 2-Position)	150	EA	N/A	\$0.00	N/A	\$0.00
131	Overhead Transformer Conn. (Pin-Clamp 4 Position 350)	150	EA	N/A	\$0.00	\$10.07	\$1,510.50
132	Alum. Transformer Conn. 6-Port w/SL (Ins.)	200	EA	N/A	\$0.00	\$14.33	\$2,866.00
133	Alum. Transformer Conn. 6-Port (Neutral)	100	EA	N/A	\$0.00	N/A	\$0.00
134	Tank Grounds	500	EA	\$3.10	\$1,550.00	N/A	\$0.00
135	U-Guard Lag Screws	2000	EA	\$0.13	\$260.00	N/A	\$0.00
136	#6 - #6 (Alum)	750	EA	\$0.39	\$292.50	N/A	\$0.00
137	#6 - 1/0 (Alum)	750	EA	\$0.39	\$292.50	N/A	\$0.00
138	#6 - 2/0 (Alum)	500	EA	\$0.66	\$330.00	N/A	\$0.00
139	1/0 - 1/0 (Alum)	750	EA	\$0.67	\$502.50	N/A	\$0.00
140	#6 - 4/0 (Alum)	250	EA	\$0.66	\$165.00	N/A	\$0.00
141	1/0 - 4/0 (Alum)	500	EA	\$0.70	\$350.00	N/A	\$0.00
142	4/0 - 4/0 (Alum)	500	EA	\$0.70	\$350.00	N/A	\$0.00

BID TABULATION

143	#6 - #6 (CU)	400	EA	N/A	\$0.00	N/A	\$0.00
144	#6 - 1/0 (CU)	500	EA	N/A	\$0.00	N/A	\$0.00
145	1/0 - 1/0 (CU)	500	EA	N/A	\$0.00	N/A	\$0.00
146	10" Machine Bolts	300	EA	N/A	\$0.00	N/A	\$0.00
147	12" Machine Bolts	500	EA	\$1.09	\$545.00	N/A	\$0.00
148	14" Machine Bolts	500	EA	N/A	\$0.00	N/A	\$0.00
149	16" Machine Bolts	300	EA	N/A	\$0.00	N/A	\$0.00
150	10" Eye Bolts	100	EA	N/A	\$0.00	N/A	\$0.00
151	12" Eye Bolts	200	EA	N/A	\$0.00	N/A	\$0.00
152	14" Eye Bolts	200	EA	N/A	\$0.00	N/A	\$0.00
TOTAL				\$157,518.80		\$74,468.92	
Will vendor hold pricing firm? Renewal Option 1				Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 2				Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 3				Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 4				Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease	

Recommended vendor:

American Wire Group
 2980 NE 207 Street Suite PH
 Miami, FL 33180
 954-455-3050
 Lines 1, 17, 47, 50, 57, 58, 59, 63-65, 70, 146, 149, 150, and 151

Anixter Utility Power Solutions/Wesco
 3525 Best Friend Rd.
 Norcross, GA 30071
 404-223-1849
 Lines 4, 6, 7, 9, 15, 18, 19, 20, 36, 37, 39, 40, 49, 61, 62, 77, 81, 82, 84, 85, 89,

Gresco Utility Supply
 1135 Rumble Rd.
 Forsyth, GA 31029
 478-315-0800
 Lines 4, 13, 53, 54, 66, 74, 85, 89, 94, 111, 113, 124, and 129

Stuart C. Irby Co., Inc.
 1025 A Cobb International Pl.
 Kennesaw, GA 30144
 770-422-1005
 Lines 2, 3, 11, 14, 16, 21-35, 41-46, 48, 51, 52, 55, 60, 68, 69, 71, 72, 75, 76, 83, 86, 87, 91, 92, 93, 97, 99, 106, 107, 116, 119, 120, 122-123

Tri-State Utility Products
 1030 Atlanta Industrial Dr.
 Marietta, GA 30066
 770-590-2857
 Lines 10, 12, 56, 73, 79, 80, 112, 131, and 132



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Amendment 1 to the IGA with Gwinnett County for Sims and Phillips Street Project
Department:	Public Works
Date of Meeting:	Wednesday, February 10, 2021
Fiscal Impact:	None
Presented By:	Barry Mock, Assistant City Manager, Director of Public Works
Action Requested:	Recommend the approval of amendment #1, and to allow the Mayor to execute said amendment pending review by the City Attorney.

Summary: The City of Lawrenceville is currently in the engineering stage of a stormwater & street improvement project for the Sims & Phillips street community. The City has partnered with Gwinnett County to also include the improvement of the sanitary sewer pipes in this project. An IGA is already in place for this agreement. When this project was originally designed, the City was planning to improve the water infrastructure as well. Now that the water system has transitioned to Gwinnett, an amendment to the IGA is needed to cover the water infrastructure, now owned by Gwinnett. With this IGA & amendment fully executed, Gwinnett will fund all cost associated with sewer & water upgrades associated with this City managed project.

Attachments/Exhibits:

Initial IGA

Amendment 1

After recording return to:

Gwinnett County Law Department

**INTERGOVERNMENTAL AGREEMENT BETWEEN
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE
AUTHORITY AND CITY OF LAWRENCEVILLE TO
PROVIDE SEWER IMPROVEMENTS AT PHILLIPS STREET
AND SIMS STREET**

STATE OF GEORGIA

CITY OF LAWRENCEVILLE

COUNTY OF GWINNETT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter, the "Agreement"), is made and entered into on the 19th day of November, 2019, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected governing authority, (hereinafter referred to as "Gwinnett"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed governing authority, (hereinafter referred to as the "WSA"), and the CITY OF LAWRENCEVILLE, GEORGIA, a political subdivision and municipal corporation of the State of Georgia, acting by and through its duly elected governing authority, (hereinafter referred to as "Lawrenceville"). Gwinnett and the WSA are collectively, the "Utility". Gwinnett, the WSA and Lawrenceville are collectively, the "Parties".

RECITALS

WHEREAS, Lawrenceville is and has the governing authority of a City through its Charter for the boundaries and areas of the City of Lawrenceville, Georgia; and

WHEREAS, Lawrenceville operates and maintains stormwater management facilities and appurtenances within the City limits of Lawrenceville; and

WHEREAS, Lawrenceville plans to construct improvements to its stormwater system through the implementation of the Phillips Street and Sims Street Stormwater Improvement project (hereinafter referred to as the "Stormwater Project") the corridor of which is depicted on Exhibit A; and

WHEREAS, Gwinnett operates and maintains sewer facilities and select water mains and appurtenances owned by the WSA to provide service to the public including the area of Lawrenceville; and

WHEREAS, Gwinnett and the WSA desire to participate with Lawrenceville for improvements to the WSA's sewer system within the area of the proposed Stormwater Project being implemented by the Lawrenceville; and

WHEREAS, Ten (10) existing gravity sewer main segments owned by the WSA along Phillips Street, Sims Street, Campbell Street and Brooks Street are undersized, constructed of substandard materials and require replacement; and

WHEREAS, Gwinnett has plans to replace the ten (10) segments of sewer with 8-inch diameter ductile iron pipe and to install two (2) segments of new sewer (hereinafter referred to as the "Gwinnett Sewer Improvements") as depicted on Exhibit A; and

WHEREAS, Gwinnett, WSA and Lawrenceville desire to incorporate the Gwinnett Sewer Improvements into the Stormwater Project (hereinafter referred to as the "Combined Project") in order to eliminate the potential for sewer overflows, minimize disruption to the area and avoid future roadway cuts.

WHEREAS, the Gwinnett Sewer Improvements shall meet the current Gwinnett County specifications as set out in the "Gwinnett County Department of Water Resources Water Main and Sanitary Sewer Design and Construction

Standards and Specifications” dated April 5, 2016, (hereinafter, the “Gwinnett Sewer Standards”).

TERMS AND CONDITIONS

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and among Gwinnett, the WSA and Lawrenceville as follows:

1. Recitals.

The above Recitals are true, correct and form a material part of this Agreement.

2. Obligations of the City of Lawrenceville.

- a) Lawrenceville shall obtain the services of a professional engineer to design and prepare construction drawings and specifications for the Combined Project and shall acquire all necessary permits. The Gwinnett Sewer Improvements shall adhere to the Gwinnett Sewer Standards.
- b) Lawrenceville shall submit the final design of the Gwinnett Sewer Improvements to Gwinnett for review and approval prior to advertising for construction.
- c) In accordance with its rules and regulations, Lawrenceville shall advertise for bid, award construction contracts to a contractor, and administer the contracts for the implementation of the Combined Project including the Gwinnett Sewer Improvements.
- d) Lawrenceville shall insure that the contractor performing the Gwinnett Sewer Improvements is on the current Gwinnett County pre-qualified contractors list for Small Sanitary Sewer Mains.
- e) Lawrenceville shall insure that the bid for construction of the Combined Project shall include a separate bid schedule for construction of the Gwinnett Sewer Improvements.

3. Obligations of Gwinnett County.

- a) Within 30 days of award of the construction contract(s) for the Combined Project, Gwinnett shall pay to Lawrenceville One Hundred Percent (100%) of the construction bid price for the Gwinnett Sewer Improvements and appurtenances, as set out in the bid schedule created pursuant to Paragraph 2 (e), above.
- b) Gwinnett shall also be responsible for any related change order(s) associated with the Gwinnett Sewer Improvements.
- c) Within 30 days of award of the construction contract(s) for the Combined Project, Gwinnett shall reimburse Lawrenceville the design costs associated with the Gwinnett Sewer Improvements.
- d) Gwinnett shall provide inspection services for the Gwinnett Sewer Improvements owned by the WSA during construction.
- e) Gwinnett reserves the right to review and to reject all bids for construction of the Gwinnett Sewer Improvements.
- f) Gwinnett shall obtain any necessary temporary and permanent easements for the implementation of the Gwinnett Sewer Improvements.
- g) Gwinnett shall be responsible for all operation, maintenance and repair of the Gwinnett Sewer Improvements owned by the WSA constructed as part of the Combined Project once construction has been approved by Gwinnett.

4. Reservation of Rights.

Gwinnett reserves the right to utilize all real estate rights acquired for the Combined Project for any and all purposes not inconsistent with the property rights herein obtained.

5. Remedies.

(a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the

provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the party which is enforcing the provision.

(b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

6. Entire Agreement.

This Agreement constitutes the entire Agreement between Lawrenceville with Gwinnett County and the WSA with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

7. Severability.

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

8. Successors and Assigns.

The provisions of this Agreement shall be deemed and held to be easements, covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the parties and their successors, successors-in-title and assigns.

9. Evidence.

The Parties agree that if Gwinnett or the WSA is sued in subsequent litigation concerning the Project(s), any the facilities and appurtenances, the Agreement may be introduced into evidence.

10. Attorneys' Fees.

Each party shall bear its own costs, expenses and claims to attorneys' fees

incurred or arising out of the Agreement or the Projects.

11. Controlling Law, Venue.

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived.

12. Further Assurances.

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

13. Construction.

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against either party.

14. Legal Advice.

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

15. Amendment of Agreement.

Only a writing signed by each of the Parties may modify this Agreement.

16. Authority.

The signature of a representative of any Party to this Agreement is a

warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

17. Headings.

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

18. Time.

Time is of the essence with all duties and obligations set forth in this Agreement.

19. Notice.

- (a) Any notice or documentation must be sent to the City of Lawrenceville at:

City of Lawrenceville
City Manager
PO Box 2200
70 South Clayton Street, Georgia 30046
(770) 963-2414

- (b) Any notice or documentation must be sent to Gwinnett County at:

Gwinnett County Administrator
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

With a copy to:
Gwinnett County Attorney
Gwinnett Justice and Administration Center
75 Langley Drive
Lawrenceville, Georgia 30046

(c) Any notice or documentation must be sent to the WSA at:

Chairman
Gwinnett County Water and Sewerage Authority
684 Winder Highway
Lawrenceville, Georgia 30045

With a copy to:
Director
Department of Water Resources
684 Winder Highway
Lawrenceville, Georgia 30045

(d) Notice via email is acceptable only as an additional method of notice to either regular or certified mail.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this Agreement to be executed in two counterparts, each to be considered as an original, by their authorized representative the day and date herein above written.

CITY OF LAWRENCEVILLE, GEORGIA

By: Judy Jordan Johnson
Judy Jordan Johnson, Mayor

Signed, sealed and delivered in the
presence of:

ATTEST:

Amanda Harp
Unofficial witness

Karen Piero
City Clerk

(City Seal)



GWINNETT COUNTY, GEORGIA

By: Charlotte J. Nash
Charlotte J. Nash, Chairman
Gwinnett County

Signed, sealed and delivered in the
presence of:

ATTEST:

Jina M. King
Unofficial witness

Diane Kemp
County Clerk
(County Seal)

The seal of Gwinnett County, Georgia, is a circular emblem. It features three interlocking circles in the center, creating a trefoil-like pattern. The words "GWINNETT COUNTY" are written in a circular path around the top half of the inner circles, and "GEORGIA" is at the bottom. The outer border of the seal contains the text "ESTABLISHED 1846".

APPROVED AS TO FORM:

Jonell Z. [Signature]
County Attorney

GWINNETT COUNTY WATER &
SEWERAGE AUTHORITY

By: *[Signature]*
Vice, Chairman

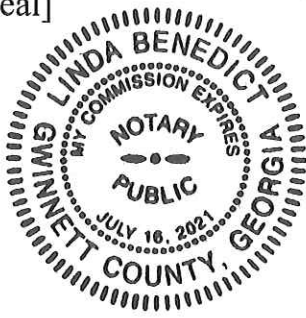
ATTEST:
[Signature]
, Secretary

Signed, sealed and delivered in the
presence of:

[Signature]
Unofficial witness

NOTARY:
[Signature]
[Notarial seal]

Approved as to Form:
[Signature]
Attorney





FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT
DATED NOVEMBER 19, 2019 BETWEEN
GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE
AUTHORITY AND CITY OF LAWRENCEVILLE

STATE OF GEORGIA

CITY OF LAWRENCEVILLE

COUNTY OF GWINNETT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (hereinafter, the “**FIRST AMENDMENT**”), is made and entered into on the ____ day of _____, 2021, by and between GWINNETT COUNTY, GEORGIA, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly elected governing authority, (hereinafter referred to as "Gwinnett"), the GWINNETT COUNTY WATER & SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia, acting by and through its duly appointed governing authority, (hereinafter referred to as the “WSA”), and the CITY OF LAWRENCEVILLE, GEORGIA, a political subdivision and municipal corporation of the State of Georgia, acting by and through its duly elected governing authority, (hereinafter referred to as "Lawrenceville"). Gwinnett and the WSA are collectively, “Gwinnett”. Gwinnett, the WSA and Lawrenceville are collectively, the “Parties”.

RECITALS

WHEREAS, the parties entered into an agreement on November 19, 2019 (the “Original Agreement”) to partner on the installation of select sanitary sewer mains along Phillips Street and Sims Street as part of the City’s stormwater improvement project in the same vicinity (hereinafter, the “Project”); and

WHEREAS, as part of the Project, the City also originally planned to construct improvements to certain water infrastructure (hereinafter, the “Water Facilities”), which at the time of said agreement was owned by the City as part of the Lawrenceville water distribution system; and

WHEREAS, the Parties entered into a separate intergovernmental agreement on September 3, 2020 for Gwinnett to purchase the Lawrenceville water distribution system, and Gwinnett officially took ownership of system on December 1, 2020; and

WHEREAS, the timing of the Project is such that Gwinnett will own the Lawrenceville water distribution system, including the Water Facilities, at the time of bid and construction of the Project;

WHEREAS, the Parties wish to work in good faith to partner on the replacement and construction of improvements to the Water Facilities (hereinafter, the “Gwinnett Water Improvements”) to avoid future disruption to the area; and

WHEREAS, the Parties wish to enter into this First Amendment for the purpose of amending certain provisions of the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, tenants, and agreements contained herein and for other good and valuable mutual consideration, the receipt and sufficiency of which hereby is acknowledged, it is mutually agreed by and among Gwinnett, the WSA and Lawrenceville as follows:

1. Defined Terms and Modifications.

- a) Capitalized terms used but not defined in this First Amendment will be given the meanings established in the Original Agreement.
- b) The meaning of the term “Combined Project” as set forth in the Original Agreement is hereby amended by further incorporating the Gwinnett Water Improvements into said project, such that the term “Combined Project” shall refer to the project resulting from the incorporation of the Gwinnett Sewer Improvements and Gwinnett Water Improvements into the Stormwater Project.
- c) The terms “Gwinnett Sewer Standards” and “Gwinnett Water Standards” shall both refer to the “Gwinnett County Department of Water Resources Water Main and Sanitary Sewer Design and Construction Standards and Specifications” dated April 5, 2016.

2. Modifications to Section 2 of the Original Agreement (Obligations of the City of Lawrenceville).

Section 2 of the Original Agreement, “Obligations of the City of Lawrenceville,” is hereby amended as follows:

- a) Paragraph (a) of Section 2 is amended by adding the following provisions thereto:

Lawrenceville shall obtain the services of a professional engineer to prepare revisions to the design, construction drawings, and specifications for the Gwinnett Water Improvements so that same conform to the “Gwinnett Water Standards.” The design and construction of the Gwinnett Water Improvements shall comply with the Gwinnett Water Standards. .

- b)** Paragraph (b) of Section 2 is amended by adding the following provision thereto:

Lawrenceville shall submit the final design of the Gwinnett Water Improvements to Gwinnett for review and approval prior to advertising for construction.

- c)** Paragraph (c) of Section 2 is amended by replacing the current provisions with the following:

In accordance with its rules and regulations, Lawrenceville shall advertise for bid, award construction contracts to a contractor, and administer the contracts for the implementation of the Combined Project, including the Gwinnett Sewer Improvements and the Gwinnett Water Improvements.

- d)** Paragraph (d) of Section 2 is amended by adding the following provision thereto:

Lawrenceville shall insure that the contractor performing construction of the Gwinnett Water Improvements is on the current Gwinnett County pre-qualified contractors list for water mains.

- e)** Paragraph € of Section 2 is amended by adding the following provision thereto:

Lawrenceville shall insure that the bid for construction of the Combined Project shall include a separate bid schedule for construction of the Gwinnett Water Improvements.

3. Modifications to Section 3 of the Original Agreement (Obligations of Gwinnett County).

Section 3 of the Original Agreement, “Obligations of Gwinnett County,” is hereby amended as follows:

- a)** Paragraph (a) of Section 3 is amended by adding the following provisions thereto:

Within 30 days of award of the construction contract(s) for the Combined Project, Gwinnett shall pay to Lawrenceville One Hundred Percent (100%) of the construction bid price for the Gwinnett Water Improvements and appurtenances, as set out in the bid schedule created pursuant to Paragraph 2 €, above.

- b)** Paragraph (b) of Section 3 is amended by adding the following provisions thereto:

Gwinnett shall be responsible for any related change order(s) associated with the Gwinnett Water Improvements.

- c) Paragraph (c) of Section 3 is amended by adding the following provisions thereto:

Within 30 days of award of the construction contract(s) for the Combined Project, Gwinnett shall reimburse Lawrenceville for the design costs directly associated with the engineer's preparation of revisions to the design, construction drawings, and specifications for the Gwinnett Water Improvements in order for same to conform to the Gwinnett Standards.

- d) Paragraph (d) of Section 3 is amended by adding the following provisions thereto:

Gwinnett shall provide inspection services for the Water Facilities owned by Gwinnett during construction.

- e) Paragraph (e) of Section 3 is amended by adding the following provisions thereto:

Gwinnett reserves the right to review and to reject all bids for construction of the Gwinnett Water Improvements.

- f) Paragraph (g) of Section 3 is amended 2 is amended by replacing the current provisions with the following:

Gwinnett shall be responsible for all operation, maintenance and repair of the Gwinnett Sewer Improvements and the Gwinnett Water Improvements owned by Gwinnett and constructed as part of the Combined Project once construction has been completed and approved by Gwinnett, except as covered under the warranty set forth in the subject construction contract.

4. Original Agreement.

Except as expressly stated herein, the other terms and provisions of the Original Agreement shall remain unchanged. In the event of conflict, the terms and conditions of the First Amendment will govern over any conflicting terms and conditions in the Original Agreement.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officials, have caused this First Amendment to be executed in multiple counterparts, each to be considered as an original, by their authorized representative the day and year first above written.

[SIGNATURES PAGES FOLLOW]

DRAFT

CITY OF LAWRENCEVILLE, GEORGIA

By: _____
David Still, Mayor

Signed, sealed and delivered in the
presence of:

ATTEST:

Unofficial witness

City Clerk
(City Seal)

APPROVED AS TO FORM:

City Attorney

DRAFT

GWINNETT COUNTY, GEORGIA

By: _____
Nicole L. Hendrickson, Chairwoman
Gwinnett County

Signed, sealed and delivered in the
presence of:

ATTEST:

Unofficial witness

County Clerk
(County Seal)

APPROVED AS TO FORM:

County Attorney

DRAFT

**GWINNETT COUNTY WATER &
SEWERAGE AUTHORITY**

By: _____, Chairman

ATTEST:

_____, Secretary

Signed, sealed and delivered in the
presence of:

NOTARY:

Unofficial witness

[Notarial seal]

Approved as to Form:

Attorney

DRAFT



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	HVAC and Elevator Air Purification Project
Department:	Facilities
Date of Meeting:	Wednesday, February 10, 2021
Fiscal Impact:	\$83,325.00
Presented By:	Barry Mock, Assistant City Manager, Director of Public Works
Action Requested:	Award HVAC Air Purification Project to low bidder, United Maintenance, Inc. in the amount of \$33,500.00 and award Elevator Air Purification Project to Kone, Inc. using Omnia cooperative contract EV2516 in the amount of \$49,825.00.

Summary: This project will use advanced filtration technology and UV-C radiation to help move air and contaminants away from the public, filter the air to maximum quality and disinfect to the best possible extent with the UV-C source. It will be used in City Hall, Lawrenceville Public Works Building, and Police Headquarters.

Fiscal Impact: Amount of \$83,325.00. This project is funded by the Capital Outlay Fund (3551565-541000). Project 15-016.

Attachments/Exhibits:
Quotations



United Maintenance, Inc

3687 McElroy Road, Atlanta, Georgia 30340, Phone 770-455-1656, FAX 770-455-9502

License # CU400190

Mechanical Scope Proposal

Date: 10-9-2020
 From: Randy Eller, United Maintenance, Inc.
 Project: City of Lawrenceville GPS Bipolar ionization units

Scope of work as listed below:

- 1) Furnish and install (1) GPS-FC24-AC for (1) existing units.
- 2) Furnish and install (10) GPS-FC48-AC for (10) existing units.
- 3) Furnish and install (3) GPS-iMOD-72 for (3) existing units.
- 4) Furnish and install (14) GPS-FC-2 for (14) existing units.
- 5) Furnish and install (3) GPS-iRIB-36 for (3) existing units.
- 6) Furnish and install wiring to GPS from internal power source.
- 7) Scope includes all wiring as needed for install.

Clarifications/Exclusions:

- 1) DDC monitoring for GPS not included in base scope.
- 2) Repairs to existing HVAC equipment not included.
- 3) All labor has been estimated to be done during normal working hours.
- 4) Proposal will be honored for sixty days from date of proposal.

Summation:

Base Bid: **\$33,500.00**

Proposed by:
Randy Eller,
 United Maintenance, Inc.



Holtkamp Heating & Air Conditioning, Inc.
 60 Old Peachtree Rd. NE
 Suwanee, GA 30024
 770-271-7511
 HoltkampHVAC.com
 GA Reg# CN-7948

Estimate 49591872
 Job 84750
 Estimate Date 1/25/2021
 Customer PO

Billing Address
 City of Lawrenceville - Brian Osborne
 70 South Clayton Street
 Lawrenceville, GA 30046 USA

Job Address
 City of Lawrenceville - Brian
 Osborne
 70 South Clayton Street
 Lawrenceville, GA 30046 USA

Estimate Details

UV Light Project

Task #	Description	Quantity	Your Price	Your Total
EQUIPMENT	Install Fresh-Aire UV lights in air handlers and make up air units in city hall.	1.00	\$51,926.60	\$51,926.60
	Install Fresh-Aire UV lights in the economizer at public works building.			
	Install Fresh-Aire UV lights in air handlers at the Police Department Headquarters Building.			

Models to be used are Fresh-Aire UV AHU Series 1 and Blue-Tube XL Dual 46" blubs.

Price includes labor and tax

Sub-Total	\$51,926.60
Tax	\$0.00
Total	\$51,926.60

Thank you for your business!

Pricing

City Hall	52,288
Public Works	8,680
The Police Department	23,936
The Aurora Theatre	23,477
Total Price for UV Sanitation	<u>\$108,381</u>

*Note: The price for City Hall reflects a 10% discount based on all four sites having systems installed. The single building price for City Hall is \$58,277.

Maintenance

The URV systems require annual inspections and bulb replacement to retain sanitation effectiveness. The annual maintenance price per site is below.

City Hall	11,520
Public Works	2,390
The Police Department	5,550
The Aurora Theatre	4,532
Total Price for Annual UV Maintenance	<u>\$23,992</u>

Thank you for the opportunity to assist with your facility needs.

Sincerely,

Johnson Controls, Inc.

Tim Fricks
Account Executive
470-421-2236
Tim.fricks@jci.com

PROPOSAL PRICING VALID FOR THIRTY DAYS

Acceptance By: _____ Date: _____

Print Name: _____

Purchase Order Number: _____

KONE CareTM



PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

11/2/2020

CITY OF LAWRENCEVILLE
70 S CLAYTON ST
LAWRENCEVILLE, 30046

ATTN: Brian Osborne

Re: Lawrenceville City Hall
Lawrenceville Public Works
Lawrenceville Police Dept
Lawrenceville Aurora Parking Deck

KONE Inc.
1800 Sandy Plains Parkway,
Suite 200
Marietta, Georgia 30066
Tel +17704273373
Fax +17704244570
www.kone.com
scott.patton@kone.com

Description of Work

We propose to furnish and install the labor, materials, tools and supervision to perform the following work on the 5 passenger elevators located at buildings above.

KONE Air Sanitizing System* utilizes the HVAC technology of forced air and a semi-closed loop system, with the filtration technology of dual MERV 13 intake and exhaust filters and the germicidal effect of UV-C radiation to help move air and contaminants away from the public, filter the air to maximum quality and disinfect to the best possible extent with the UV-C source.

Product Specifications/Information:

Please see the attached manufacturer summary document for specifications and other important information regarding the cab air sanitizing system product.

Proposal Clarifications/Exclusions:

- KONE does not guarantee any specific degree of effectiveness against current or future bacteria or viruses at the facilities where this sanitizing system is being used. KONE assumes no liability for infections, diseases, or the medical consequences of infections and diseases that occur at such facilities.
- This product is not covered under the KONE maintenance agreement. Additional charges will apply for component repair and replacement, including but not limited to MERV 13 filters and the UV-C lamp.

Price

Our total price to perform the above-mentioned work amounts to: \$49,825. The breakdown is \$9965.00 per elevator.

Our price includes applicable labor, material and permit fees. This proposal is not binding on KONE until approved by an authorized KONE representative. Pricing is subject to KONE's attached Terms and Conditions

KONE Care™



PEOPLE FLOW REPAIR AND UPGRADE PROPOSAL

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions, all of which are hereby agreed to:

KONE shall submit a progress billing in advance for the value of material delivered and/or labor to be performed during the forthcoming month, less the down payment at the time of proposal acceptance. A final invoice shall be issued by KONE upon completion of the work and shall include all remaining balances due. Purchaser agrees to pay the amount of any tax imposed by any existing law, or by any law enacted after the date of this Agreement, based upon the transfer, use, ownership or possession of the equipment involved in the services rendered herein. KONE reserves the right to discontinue our work at anytime until we have assurance, satisfactory to us, that payments will be made as agreed. Upon completion of the work, KONE may require Purchaser to sign the Uniform Final Acceptance form, which form is attached hereto and incorporated herein by reference. Final payment shall become due and payable upon completion of the work described in this Agreement. Failure to pay any sum due to KONE within thirty (30) days of the invoice will be a material breach. A delinquent payment charge calculated at the rate of 1½ % per month, or if such rate is usurious then at the maximum rate under applicable law, shall be applied to the delinquent payments. In the event of default on the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, all attorney fees, collection cost or court costs in connection therewith. The machinery, implements and apparatus furnished hereunder remain KONE's personal property and KONE retains title thereto until final payment is made, with right to retake possession of the same at the cost of the Purchaser if default is made in any of the payments, irrespective of the manner of attachment to the realty, the acceptance of notes, or the sale, mortgage or lease of the premises.

The states requiring notice prior to filing a lien, this notice requirement is hereby complied with.

KONE shall not be liable for damage or delay caused directly or indirectly by accidents, embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, or any cause beyond KONE's control. Regardless of the type of delay, KONE shall not be liable for any indirect, consequential, or special damages including but not limited to fines, penalties, loss of profits, goodwill, business or loss of use of equipment or property.

Purchaser agrees to provide safe access to the equipment and machine room areas. Should conditions develop beyond KONE's control, making the building or premises in which KONE's personnel are working unsafe, KONE reserves the right to discontinue work until such unsafe conditions are corrected. Should damage occur to KONE's material or work on the premises, by fire, theft or otherwise, Purchaser shall compensate us therefore.

Any asbestos removal necessitated by work described in this Proposal will be the Purchaser's responsibility. Purchaser shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request. Purchaser is responsible for all costs of oil disposal should it be determined that oil from Purchaser's equipment is contaminated.

KONE undertakes to perform this work in conformity with the usual applied codes and standards, however, no guarantee can be made that all code violations or defects have been found. This work is not intended as a guarantee against failure or malfunction of equipment at any future time.

It is agreed and understood that KONE is not responsible for damages, either to the vertical transportation equipment or to the building, or for any personal injury or death, arising from or resulting from any code required safety tests performed on this equipment.

Nothing in this agreement shall be construed to mean that KONE assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment described above. Purchaser shall be solely responsible for the use, repair and maintenance of the equipment and for taking such steps including but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safety of the user or safe operation of the equipment.

Neither KONE nor its affiliates, subsidiaries or divisions shall be responsible or liable for any damages, claims, suits, expenses and payments on account of or resulting from any injury, death or damage to property arising or resulting from the misuse, abuse or neglect of the equipment herein named or any other device covered by this contract.

Purchaser shall at all times and at Purchaser's own cost, maintain a commercial general liability policy covering bodily injury and property damage with the limits of liability Purchasers customarily carry (naming KONE as additional insured) arising out of the services provided under this Authorization and/or the ownership, maintenance, use or operation of the equipment described herein.

It is agreed and understood that Purchaser is solely responsible for ongoing maintenance and care of the equipment described above. IT IS EXPRESSLY UNDERSTOOD, IN CONSIDERATION OF OUR PERFORMANCE OF THIS WORK THAT PURCHASER ASSUMES ALL LIABILITY FOR THE USE, MAINTENANCE OR OPERATION OF THE EQUIPMENT DESCRIBED ABOVE AND FOR ANY INJURY, INCLUDING DEATH, TO ANY PERSON OR PERSONS AND FOR DAMAGE TO PROPERTY OR LOSS OF USE THEREOF, ON ACCOUNT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK TO BE DONE HEREIN, AND AGREES TO THE EXTENT PERMITTED BY LAW TO DEFEND, INDEMNIFY AND HOLD HARMLESS KONE, ITS OFFICERS, DIRECTORS AND EMPLOYEES FROM ALL DAMAGES, CLAIMS, SUITS, EXPENSES AND PAYMENTS ON ACCOUNT OF OR RESULTING FROM ANY SUCH INJURY, DEATH OR DAMAGE TO PROPERTY, EXCEPT THAT RESULTING FROM THE SOLE NEGLIGENCE OF KONE INC. Purchaser hereby waives any and all rights of recovery, arising as a matter of law or otherwise, which Purchaser might now or hereafter have against KONE Inc.

KONE warrants the materials and workmanship of the equipment for 90 days after completion. Purchaser's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion. The warranty is limited to the replacement or repair of the part itself, and excludes labor. In no event shall KONE be responsible for damage due to normal wear and tear, vandalism, abuse, misuse, neglect, work or repairs or modifications by others, or any other cause beyond the control of KONE. KONE disclaims any other warranty of any kind, either expressed or implied, including without limitation the implied warranties of merchantability or fitness for a particular purpose, or noninfringement.

Unless otherwise agreed, it is understood that the work shall be performed during regular working hours of regular working days of the elevator trade. If overtime work is mutually agreed upon and performed, the additional price, at KONE's usual rates for such work, shall be added to the contract price herein named.

It is expressly understood and agreed all prior agreements written or verbal regarding the subject matter herein are void and the acceptance of this Agreement shall constitute the contract for the material and work specified in this Agreement. Any changes to this Agreement must be made in writing and signed by both parties.

The terms and conditions set forth herein shall constitute the complete agreement for any work performed, AND shall prevail over and supersede any terms and conditions contained in any documents provided by the Purchaser.

The Purchaser does hereby agree the exclusive venue for any dispute between the parties shall be in the county of Rock Island, IL.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Repair of Rear Load Garbage Truck 713
Department:	Fleet
Date of Meeting:	Wednesday, February 10, 2021
Fiscal Impact:	\$72,878.65
Presented By:	Michael Rudnick, Fleet Director
Action Requested:	Ratification of payment to Carolina Environmental Systems, Inc. for the repairs to Sanitation unit 713.

Summary: Unit 713 was involved in a not at fault accident on August 12th, 2020. There was significant damage to the 2020 Freightliner truck. There was an insurance claim filed with the City's insurance company and all but \$5,000 was paid to the City for repairs. The approval will allow the vendor (Carolina Environmental Systems, Inc.) to be paid for the completed work on the now working and in-service garbage truck.

Fiscal Impact: \$72,878.65 total purchase order however the City is paying a deductible of \$5,000.00.

Attachments/Exhibits:

Final bill from CES

CUSTOMER #: 202468
UNIT# LF5716
CITY OF LAWRENCEVILLE
ACCOUNTS PAYABLE
PO BOX 2200

LAWRENCEVILLE, GA 30046
HOME: CONT:770-277-7459
BUS: 770-277-7459 CELL:

8122

* INVOICE *

DUPLICATE 3
PAGE 1



500 Lee Industrial Blvd
Austell, GA 30168
Ph: (678) 905-1861
Fax: (678) 903-0434

Remit to:
306 Pineview Drive
Kernersville, NC 27284
(800) 239-7796

SERVICE ADVISOR: 395 ROBI MCDANIELS

COLOR		YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
		20	FREIGHTLINER 108SD		1FVHCYFE5LHLF5716		LF5716	4064/4064		LF5716
DEL DATE		PROD. DATE	WARR. EXP.	PROMISED		PO NO.		RATE	PAYMENT	INV. DATE
06DEC19 DD			06DEC2020	17:00 14DEC20					CHG	22JAN21
R.O. OPENED		READY		OPTIONS: STK:FP5025272 1)FP5025272						
10:47 07OCT20		10:55 22JAN21								

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
A	REPLACE		HYDRAULIC TANK AND LINES				
	9996		STANDARD				
		1006	C			1785.00	1785.00
1	372-5373		TANK HYD.		4500.72	3750.60	3750.60
1	075-0578		SUCTION		103.90	86.58	86.58
2	16C6X-S		SWIVEL NUT ELBO		46.32	38.60	77.20
1	2406-12-16		JIC EXPANDER		69.36	57.80	57.80
1	12-4XHX6G5TP-S		GAUGE TEE		113.04	94.20	94.20
1	6-4C50X-S		STRAIGHT THREAD		25.00	16.00	16.00
1	8-6XHX7-S		JIC EXPANDER		12.00	9.00	9.00
2	BRAKECLEANER		BRAKE CLEANER		6.48	5.40	10.80
1	6WETX-WLN-S		FITTING		20.00	15.00	15.00
2	311-6338		ANGLE, MOUNTING BRACKET		90.58	66.70	133.40
8	PP-00717		387TC-12 HOSE 250 FT		14.34	11.95	95.60
6	KP81318		JM JIC 37 DG 1TUBE X 1 HOSE		43.88	33.05	198.30
1	075-0953-001		3 MICRON REPLACEMENT ELEMENT.		128.00	108.80	108.80
10	PP-00718		387TC-16 HOSE 125FT		20.88	17.40	174.00
8	227811		ELC 50/50		14.20	11.83	94.64
1	075-0953-012		ELECTRICAL SWITCH		120.12	96.10	96.10
1	075-0712		BREATHER, FILTER		28.06	23.83	23.83
8	KP81302		FEMALW SWIVEL 3/8 X 1/4		9.54	7.95	63.60
12	PP-00713		387TC-4 HOSE ISO 18752-AC 475 FT		5.70	4.75	57.00
40	NUTO-46		HYDRAULIC OIL		18.85	13.85	554.00
PARTS:	5716.45	LABOR:	1785.00	OTHER:	0.00	TOTAL LINE A:	7501.45

4064 AFTER REMOVING THE DAMAGED HYDRAULIC TANK MOUNTING BRACKETS FROM THE FRAME, NEW MOUNTING BRACKETS WERE INSTALLED. THEN REMOVED ALL SALVAGEABLE HYDRAULIC FITTINGS FROM THE OLD HYDRAULIC TANK AND INSTALLED THEM INTO THE NEW TANK. ALSO INSTALLED NEW FILTERS. THEN MOUNTED THE HYDRAULIC TANK TO THE MOUNTING BRACKETS. THEN REPLACED ALL OF THE DAMAGED HYDRAULIC HOSES THAT GO FROM THE TANK TO THE CONTROL VALVE AND TO THE HYDRAULIC PUMP. SECURED THE HOSES INTO PLACE. REFILLED THE HYDRAULIC OIL LEVEL TO SPEC.

B REPLACE REAR END SHOCKS UBOELTS AND OTHER ISSUES

"I authorize the following repair work to be done along with the necessary parts and material and grant permission to operate the vehicle herein described for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto and I further agree that storage charges of \$10.00 per day will accrue, beginning 5 days after I am notified that the repairs have been completed." In consideration of CAROLINA ENVIRONMENTAL SYSTEMS, INC. extending credit to me for labor or to purchases authorized by me, I agree to pay in full within ten (10) days after receipt of my statement. I further agree to pay a monthly service charge of 1 1/2% on any overdue balances. And all costs of collection including reasonable attorney's fees. Not responsible for loss or damage to vehicle or articles left in vehicles in case of theft, fire, flood, wind, act of God or any cause beyond your control. In exchange for CAROLINA ENVIRONMENTAL SYSTEMS, INC. agreeing to make repairs, I hereby assign to CAROLINA ENVIRONMENTAL SYSTEMS, INC. all rights, title, and interest in any insurance proceeds. CAROLINA ENVIRONMENTAL SYSTEMS, INC. is hereby appointed my true and lawful attorney in fact to demand and receive payments, to endorse any negotiable instrument in my name, and otherwise enforce the provisions of any insurance contract.

"AS IS" THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF ITEM, LOSS OF PROFIT, INCIDENTAL DAMAGES, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE

X

CUSTOMER #: 202468
UNIT# LF5716
CITY OF LAWRENCEVILLE
ACCOUNTS PAYABLE
PO BOX 2200

LAWRENCEVILLE, GA 30046
HOME: CONT:770-277-7459
BUS: 770-277-7459 CELL:

8122

* INVOICE *

DUPLICATE 3
PAGE 2



500 Lee Industrial Blvd
Austell, GA 30168
Ph: (678) 905-1861
Fax: (678) 903-0434

Remit to:
306 Pineview Drive
Kernersville, NC 27284
(800) 239-7796

SERVICE ADVISOR: 395 ROBI MCDANIELS

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
	20	FREIGHTLINER 108SD		1FVHCYFE5LHLF5716		LF5716	4064/4064		LF5716
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
06DEC19 DD		06DEC2020	17:00	14DEC20			CHG	22JAN21	
R.O. OPENED		READY		OPTIONS: STK:FP5025272 1)FP5025272					
10:47 07OCT20		10:55 22JAN21							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
	9996	STANDARD					
		1006	C				
		450	C				
						11900.00	11900.00
1	RPL23-160	FRONT DIFFERENTIAL			6879.50	4450.00	4450.00
1	A2-3226T1112S	OUTPUT CAGE ASSY			617.85	417.12	417.12
8	HWI90541W	WHLHP 225X 825 662			108.62	108.62	868.96
1	TDACCB213	CENTER BEARING-SOFT RUBBER			82.25	82.25	82.25
2	CM10082218	ASSY PRESET AFMKT PREMIUM R D			404.40	404.40	808.80
1	A04-35188-000	TANK DEF 6 GAL CMNS MAG			1069.64	1069.64	1069.64
2	11-14418-000	GASKET-AXLE SHAFT			4.09	4.09	8.18
2	TDAA3211P3448	BRAKE SPIDER			450.52	450.52	901.04
1	TDA2210L7604	CAMSHAFT CONV KT			40.37	40.37	40.37
1	TDA2210K7603	CAMSHAFT CPNV KIT-RH			40.37	40.37	40.37
2	BWK151051	CHBR T3030, 300 WC225			103.87	103.87	207.74
2	TDAXK2124707Q	PMB RELINED BRAKE SHOES			56.87	56.87	113.74
2	ABPN42A1657VB	DRUM			95.56	95.56	191.12
2	TDA1229E4685	WASHER			3.77	3.77	7.54
2	TDAKIT8042	BRAKE REPAIR KIT			9.66	9.66	19.32
1	TD AJ883299Q6257	BRACKET, ASSEMBLY BRAKE			128.76	128.76	128.76
2	1615011000	SEAT MOUNTING BEARING			447.59	447.59	895.18
2	1614511000	U BOLT-SPRING			36.76	36.76	73.52
16	2309444300	5/8 11CX3.00 IN G8			6.14	6.14	98.24
12	2309444375	5/8 11CX3.75 IN G8 L			5.06	5.06	60.72
12	2309444425	CAPSCREW			5.17	5.17	62.04
80	2309114000	WASHER			1.80	1.80	144.00
40	2313833110	NUT, HEX			1.53	1.53	61.20
4	2309114017	WASHER			1.83	1.83	7.32
25	2312576125	SCREW-CAP			3.85	3.85	96.25
50	2309114013	WASHER			0.75	0.75	37.50
10	2309440425	1/2-13X4.25			4.98	4.98	49.80
4	2309114003	WASHER-FLAT, STEEL			0.97	0.97	3.88
2	2313833108	NUT			0.51	0.51	1.02
1	TD AKIT2638	CARRIER REPAIR KIT-LOCK NUT			30.31	30.31	30.31

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE

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CUSTOMER #: 202468
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CITY OF LAWRENCEVILLE
ACCOUNTS PAYABLE
PO BOX 2200

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SERVICE ADVISOR: 395 ROBI MCDANIELS

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Fax: (678) 903-0434

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(800) 239-7796



10.

COLOR	YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
	20	FREIGHTLINER 108SD		1FVHCYFE5LHLF5716		LF5716	4064/4064		LF5716
DEL DATE	PROD. DATE	WARR. EXP.	PROMISED		PO NO.	RATE	PAYMENT	INV. DATE	
06DEC19 DD		06DEC2020	17:00	14DEC20			CHG	22JAN21	
R.O. OPENED		READY		OPTIONS: STK:FP5025272 1)FP5025272					

10:47 07OCT20 10:55 22JAN21

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
2	1615724000		SPRING ASSY		1208.47	1208.47	2416.94
1	C253121L1858S		AXLE HOUSING		6288.24	3888.24	3888.24
1	3202Q8805		AXLE SHAFT		759.96	425.58	425.58
1	3202B8816		AXLE SHAFT		1008.44	525.51	525.51
2	1125745001		CLAMPS		212.89	198.22	396.44
1	1123457001		RETANER		238.37	203.16	203.16
1	1123458001		UBOLT		327.50	199.24	199.24
2	1130898000		SPRING PADS		198.50	102.13	204.26
2	1123463000		UBOLT		46.50	28.76	57.52
2	1119581000		PAD SPRING		182.50	106.82	213.64
2	656212		CLAMP		8.50	2.16	4.32
16	2300461005		NUT		5.50	5.50	88.00
16	2309144000		WASHER		2.09	1.05	16.80
1	1619167000		CONTROL ROD		3712.45	2519.60	2519.60
2	1614998000		CONTROL LOWER		375.85	325.85	651.70
2	04-28829001		clip		6.68	5.96	11.92
14	WGB10121 5/8-11 X 3 B7 STUD				2.72	2.27	31.78
1	92501A534 5/8X18 LOCK				20.74	17.28	17.28
1	J88-3299P6256 BRACKET				239.96	199.97	199.97
1	17TYS32-99 END				197.04	164.20	164.20
2	370003A WHEEL SEAL				65.50	47.93	95.86
2	1615770000 SHOCKS				185.50	136.79	273.58
1	6-3-2671KX DRIVE SHAFT REPLACEMENT				1850.85	1013.07	1013.07
1	S4725001230 ABS BRAKE VALVE				701.70	422.78	422.78

MISC FREIGHT

PO#8122

C 275.00 275.00
PARTS: 25017.32 LABOR: 11900.00 OTHER: 275.00 TOTAL LINE B: 37192.32

4064 REMOVED THE ENTIRE DAMAGED FRONT DRIVE AXLE ALONG WITH
DRIVESHAFTS , TORQUE RODS AND ALL ACCOMPANYING PARTS THAT WERE DAMAGED.
REBUILT THE ENTIRE FRONT DRIVE AXLE WITH A NEW DIFFERENTIAL, AXLE
SHAFTS, YOKES, AND ALL NEW BRAKE PARTS. ALSO REPLACED ALL OF THE
DAMAGED SUSPENSION PARTS THAT ATTACH THE DRIVE AXLE TO THE REAR
SPRINGS. SPRING BUSHINGS, UPPER AND LOWER SPRING HOUSINGS, U BOLTS,

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CUSTOMER SIGNATURE

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PARTS AMOUNT	
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SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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SERVICE ADVISOR: 395 ROBI MCDANIELS

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DEL DATE		PROD. DATE	WARR. EXP.	PROMISED		PO NO.		RATE	PAYMENT	INV. DATE
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R.O. OPENED		READY		OPTIONS: STK:FP5025272 1)FP5025272						
10:47 07OCT20		10:55 22JAN21								

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
SHOCKS AND TORQUE RODS. AFTER GETTING THE AXLE SET INTO PLACE IT WAS ATTACHED TO THE SPRINGS, THE AXLE WAS LINES UP AND THE TORQUE RODS WERE INSTALLED. THEN HOOKED UP THE AIR LINES THAT GO TO THE BRAKE CHAMBERS AND TO THE POWER DIVIDER ON THE DIFFERENTIAL. THE DRIVESHAFT WAS INSTALLED NEXT AND THEN THE TIRES WERE PUT ON. THE DIFFERENTIAL WAS THEN FILLED WITH GEAR OIL TO SPEC. THEN REPLACED THE ABS RELAY VALVE THAT GOT DAMAGED BY THE DRIVE SHAFT. STARTED THE TRUCK AND ENGAGED THE POWER DIVIDER AND APPLIED THE BRAKES SEVERAL TIMES TO CHECK OPERATION OF THE DIVIDER AND THAT ALL AIR LEAKS WERE REPAIRED. NO ISSUES DETECTED.							

C REPLACE LADDER ON HEIL BODY
9996 STANDARD

1006	C			357.00	357.00
1	121-2601	ASSY, LADDER SIDE DOOR ACCES	1338.38	1115.32	1115.32
2	311-4754-SER	LADDER SUPPORT BRACKET	141.34	117.78	235.56
1	121-2602-001	BCKT, LADDER MT'G ACCESS DOOR-	33.12	27.60	27.60

MISC FREIGHT

PO#8122

					C	17.00	17.00
PARTS:	1378.48	LABOR:	357.00	OTHER:	17.00	TOTAL LINE C:	1752.48

4064 REMOVED THE DAMAGED LADDER SO THE LADDER MOUNTING BRACKETS COULD BE REPAIRED. AFTER STRAIGHTENING OUT ALL OF THE LADDER MOUNTING BRACKETS THE NEW LADDER WAS MOUNTED AND PROPERLY SECURED TO THE BODY.

D REPLACE AND REPAIR TAILGATE EJECTOR, VALVE BODY AND HANDLES
9996 STANDARD

1006	C			714.00	714.00
450	C				
1	054-3341-008	STRAIGHT	12.76	10.63	10.63
1	054-2988-008	ELBOW 90 DEGREE 3/4 SWIVEL	20.30	16.92	16.92
2	031-3285-015	HANDLE ASSY.	48.78	40.65	81.30

PARTS:	108.85	LABOR:	714.00	OTHER:	0.00	TOTAL LINE D:	822.85
--------	--------	--------	--------	--------	------	---------------	--------

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PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

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06DEC19 DD			06DEC2020	17:00 14DEC20					CHG	22JAN21
R.O. OPENED		READY		OPTIONS: STK:FP5025272 1)FP5025272						
10:47 07OCT20		10:55 22JAN21								

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
4064					REMOVED THE DAMAGED HANDLES FROM THE OUTSIDE CONTROL VALVE AT THE FRONT OF THE BODY. AFTER THE HANDLES WERE REMOVED. THE BOLTS FOR THE HANDLE ASSEMBLY WERE BROKEN OFF INSIDE OF THE VALVE SECTIONS. DRILLED OUT THE BROKEN BOLTS. THEN INSTALLED 2 NEW COMPLETE HANDLE ASSEMBLIES FOR BOTH THE TAILGATE AND THE EJECTOR BLADE VALVE SECTIONS.		

E REPLACE FIRE EXTINGUISHER AND MOUNT
9996 STANDARD

1006	C		833.00	833.00
1	311-4647-001-SER FIRE EXT. BRACKET WELDMENT	441.78	368.15	368.15
1	6430T72 20LB. FIRE EXTINGUISHER	327.08	272.57	272.57
PARTS:	640.72	LABOR:	833.00	OTHER: 0.00
			TOTAL LINE E:	1473.72

4064 CUT OFF THE DAMAGED FIRE EXTINGUISHER BRACKET ALONG WITH THE FIRE EXTINGUISHER MOUNTING BRACKETS FROM THE BODY. CLEANED OFF THE AREA WHERE THE FIRE EXTINGUISHER IS MOUNTED AND WELDED NEW MOUNTING BRACKETS TO THE BODY. THEN INSTALLED A NEW FIRE EXTINGUISHER BRACKET. INSTALLED A NEW FIRE EXTINGUISHER.

F REPLACE OR REPAIR DEF TANK
9996 STANDARD

1006	C		1190.00	1190.00
1	04-33700-000 VALVE	117.14	97.62	97.62
5	BLUEWAVEDEF DEF FLUID	2.07	2.07	10.35
PARTS:	107.97	LABOR:	1190.00	OTHER: 0.00
			TOTAL LINE F:	1297.97

4064 INSPECTED THE DEF TANK AND ALL OF THE COMPONENTS THAT GO ALONG WITH IT. FOUND THAT JUST THE TANK ITSELF WAS DAMAGED AND THE COOLANT PUMP AS WELL. REMOVED BOTH THE DEF TANK AND THE COOLANT PUMP AND REPLACED THEM BOTH. AFTER SECURING THE TANK IN PLACE, ALL OF THE DEF HOSES, COOLANT LINES AND SENSORS WERE HOOKED BACK UP. THEN THE COOLANT LINES WERE HOOKED UP TO THE NEW PUMP. REFILLED THE DEF AND COOLANT LEVELS UP TO SPEC. STARTED THE TRUCK AND PRESSURE TESTED THE COOLANT SYSTEM AND INSPECTED THE DEF SYSTEM TO CHECK OPERATION AND FOR LEAKS. NO ISSUES DETECTED.

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PLEASE PAY THIS AMOUNT	

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R.O. OPENED		READY		OPTIONS: STK:FP5025272 1)FP5025272					
10:47 07OCT20		10:55 22JAN21							

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

G REPLACE FRAME MOUNT ON HEIL BODY ON DRIVER'S SIDE FRONT
9996 STANDARD

1006	C			595.00	595.00
PARTS:	0.00	LABOR:	595.00	OTHER:	0.00
				TOTAL LINE G:	595.00

4064 INSPECTED THE FRAME MOUNTING BRACKETS AND FOUND THAT ON THE DRIVER SIDE FRONT BODY GUIDE THAT THE BOLTS HAD COME LOOSE AND ONE HAD BROKEN AND CAME OUT. REMOVED THE LOOSE BOLTS AND REMOUNTED THE BODY GUIDE WITH NEW BOLTS AND TIGHTENED DOWN.

H REPLACE HARD LINES TO TAILGATE AND EJECTOR VALVE BODY
9996 STANDARD

1006	C			833.00	833.00
1	354-1374	TUBE 5/8"	BODY VALVE	72.98	60.82
1	354-1440	TUBE 1/2"	BODY VALVE	70.96	59.13
1	354-1885	TUBE, 1"	FRONT HEAD	221.78	184.82
1	354-1882	TUBE		140.54	117.12
1	354-5571	TUBE, PACK	CIRC	67.50	56.25
1	354-1372	TUBE		109.44	91.20
1	054-3667-003	90 ELBOW		12.12	10.10
1	054-3344-007	MALE BRANCH	TEE	28.00	23.32
1	054-3667-003	90 ELBOW		12.12	10.10
1	354-1897	TUBE EJC.		99.18	82.65
PARTS:	695.51	LABOR:	833.00	OTHER:	0.00
				TOTAL LINE H:	1528.51

4064 REMOVED ALL OF THE DAMAGED STEEL HYDRAULIC LINES AND FITTINGS FROM THE FRONT CONTROL VALVE BODY. INSPECTED THE VALVE BODY FOR DAMAGE. (NO ISSUES FOUND WITH THE VALVE BODY). INSTALLED NEW STEEL HYDRAULIC LINES AND FITTINGS AND SECURED THEM INTO PLACE. STARTED THE TRUCK AND OPERATED THE FUNCTIONS TO CHECK OPERATION AND FOR LEAKS. NO ISSUES DETECTED

I REPAIR BODY DAMAGE
9996 STANDARD

1006	C
111	C

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SERVICE ADVISOR: 395 ROBI MCDANIELS

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN/ OUT	TAG
	20	FREIGHTLINER 108SD	1FVHCYFE5LHLF5716	LF5716	4064/4064	LF5716

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
06DEC19 DD		06DEC2020	17:00 14DEC20			CHG	22JAN21

R.O. OPENED READY OPTIONS: STK:FP5025272 1)FP5025272

10:47 07OCT20 10:55 22JAN21

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
			450	C		6783.00	6783.00
	1	020-2546-SER	CATCH PAN		188.46	157.05	157.05
	1	311-3629	LIGHT BRACKET		15.28	15.28	15.28
	1	311-4604	COVER, CLOSEOUT, PDC		21.84	18.20	18.20
	10	75W90	GEAR OIL 75W90		4.58	4.58	45.80

SUBL PAINT

P0#8122

PARTS: 236.33 LABOR: 6783.00 OTHER: 3325.00 TOTAL LINE I: 10344.33

4064 REMOVED THE DAMAGED ACCESS PANEL ON THE DRIVER SIDE OF THE BODY BEHIND THE LADDER. MOST THE THE BOLTS FOR THE PANEL HAD BROKEN OFF. DRILLED OUT ALL OF THE BROKEN BOLTS AND STRAIGHTENED OUT THE DAMAGED PORTION OF THE BODY. INSTALLED A NEW ACCESS PANEL. ALSO REPAIRED THE SCRAPE DAMAGE DOWN THE DRIVER SIDE OF THE BODY. INSTALLED A NEW THROTTLE ADVANCE SWITCH MOUNTING BRACKET ALONG WITH A NEW SWITCH. REMOVED THE DAMAGED TAILGATE SIDE TROUGH AND REPLACED WITH A NEW ONE. ALSO STRAIGHTENED OUT THE LEFT REAR MUD FLAP BRACKET UNDER THE TAILGATE. THEN CUT OFF THE DAMAGED AREA OF THE LEFT SIDE OF THE TAILGATE WHERE THE TAIL LIGHTS ARE LOCATED AND WELDED A NEW LIGHT RETAINING PLATE IN ITS PLACE. REINSTALLED THE LIGHTS AND PLUGGED THE HARNESS BACK UP.

J REPAIR WIRING

9996 STANDARD

	450	C		1190.00	1190.00
1	311-1123	BRKT, THROTTLE SWITCH	9.00	7.50	7.50
1	212-1904	THROTTLE DECAL	6.64	5.53	5.53
1	108-8444-003	CAP,ROCKER, WORK LIGHT	16.42	13.68	13.68
1	108-8443	SW BASE SPST	31.18	25.98	25.98
2	B421-18	GROMMET, OVAL	5.00	4.00	8.00
4	CL4S 1/4"	SPLIT LOOM	0.64	0.57	2.28
3	75041-2	CLAMP 5/16	1.26	0.90	2.70

PARTS: 65.67 LABOR: 1190.00 OTHER: 0.00 TOTAL LINE J: 1255.67

"I authorize the following repair work to be done along with the necessary parts and material and grant permission to operate the vehicle herein described for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto and I further agree that storage charges of \$10.00 per day will accrue, beginning 5 days after I am notified that the repairs have been completed." In consideration of CAROLINA ENVIRONMENTAL SYSTEMS, INC. extending credit to me for labor or to purchases authorized by me, I agree to pay in full within ten (10) days after receipt of my statement. I further agree to pay a monthly service charge of 1 1/2% on any overdue balances: And all costs of collection including reasonable attorney's fees. Not responsible for loss or damage to vehicle or articles left in vehicles in case of theft, fire, flood, wind, act of God or any cause beyond your control. In exchange for CAROLINA ENVIRONMENTAL SYSTEMS, INC. agreeing to make repairs, I hereby assign to CAROLINA ENVIRONMENTAL SYSTEMS, INC. all rights, title, and interest in any insurance proceeds. CAROLINA ENVIRONMENTAL SYSTEMS, INC. is hereby appointed my true and lawful attorney in fact to demand and receive payments, to endorse any negotiable instrument in my name, and otherwise enforce the provisions of any insurance contract.

"AS IS" THE ONLY WARRANTIES APPLYING TO THE PART(S) ARE THOSE WHICH MAY BE OFFERED BY THE MANUFACTURER. THE SELLING DEALER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSOR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS PART(S) AND/OR SERVICE. BUYER SHALL NOT BE ENTITLED TO RECOVER FROM THE SELLING DEALER ANY CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF ITEM, LOSS OF PROFIT, INCIDENTAL DAMAGES, OR INCOME, OR ANY OTHER INCIDENTAL DAMAGES.

CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER #: 202468
UNIT# LF5716
CITY OF LAWRENCEVILLE
ACCOUNTS PAYABLE
PO BOX 2200
LAWRENCEVILLE, GA 30046

HOME: CONT:770-277-7459
BUS: 770-277-7459 CELL:

8122

INVOICE

DUPLICATE 3
PAGE 8



500 Lee Industrial Blvd
Austell, GA 30168
Ph: (678) 905-1861
Fax: (678) 903-0434

Remit to:
306 Pineview Drive
Kernersville, NC 27284
(800) 239-7796

SERVICE ADVISOR: 395 ROBI MCDANIELS

COLOR		YEAR	MAKE/MODEL		VIN		LICENSE	MILEAGE IN/ OUT		TAG
		20	FREIGHTLINER 108SD		1FVHCYFE5LHLF5716		LF5716	4064/4064		LF5716
DEL DATE		PROD. DATE	WARR. EXP.	PROMISED		PO NO.		RATE	PAYMENT	INV. DATE
06DEC19 DD			06DEC2020	17:00 14DEC20					CHG	22JAN21
R.O. OPENED		READY		OPTIONS: STK:FP5025272 1)FP5025272						
10:47 07OCT20		10:55 22JAN21								

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
4064							
SECURED THE MAIN BODY WIRING HARNESS BACK INTO PLACE INSIDE THE FRAME RAIL. THEN REPAIRED THE WIRING HARNESS THAT GOES TO THE PRESSURE SWITCH THATS LOCATED ON THE RETURN FILTER HOUSING ON THE HYDRAULIC TANK. REPLACED THE PRESSURE SWITCH AND PLUGGED THE HARNESS UP TO THE SWITCH. SECURED THE HARNESS TO THE TOP OF THE HYDRAULIC TANK.							

K REPLACE 4 TIRES ON DRIVER SIDE REAR

9996 STANDARD

1006 C

1 E6035 WHEEL STUD

714.00	714.00
8.95	6.75

SUBL TIRES

PO#8122

C

1862.66	1862.66
---------	---------

SUBL 3 AXLE ALIGNMENT

PO#8122

C

1000.00	1000.00
---------	---------

PARTS: 6.75 LABOR: 714.00 OTHER: 2862.66 TOTAL LINE K: 3583.41

4064 REMOVED THE DAMAGED TIRES AND WHEELS FROM THE DRIVER SIDE. THEN REPLACED ALL OF THE DAMAGED TIRES WITH NEW ONES MOUNTED ONE ON NEW WHEELS.

L** REPLACE CART TIPPER

9996 STANDARD

1006 C

450 C

476.00	476.00
--------	--------

1 1999-0180 MBTL180 LIFT ASSY

4307.94	3589.95	3589.95
---------	---------	---------

MISC FREIGHT

PO#8122

C

125.00	125.00
--------	--------

PARTS: 3589.95 LABOR: 476.00 OTHER: 125.00 TOTAL LINE L: 4190.95

4064 REMOVED THE DAMAGED CART TIPPER FROM THE PASSENGER SIDE. THEN INSTALLED A NEW CART TIPPER. REPLACED THE HYDRAULIC HOSES FOR BOTH CART TIPPERS. OPERATED BOTH TIPPERS SEVERAL TIMES TO CHECK OPERATION AND FOR

"I authorize the following repair work to be done along with the necessary parts and material and grant permission to operate the vehicle herein described for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto and I further agree that storage charges of \$10.00 per day will accrue, beginning 5 days after I am notified that the repairs have been completed." In consideration of CAROLINA ENVIRONMENTAL SYSTEMS, INC. extending credit to me for labor or to purchases authorized by me, I agree to pay in full within ten (10) days after receipt of my statement. I further agree to pay a monthly service charge of 1 1/2% on any overdue balances: And all costs of collection including reasonable attorney's fees. Not responsible for loss or damage to vehicle or articles left in vehicles in case of theft, fire, flood, wind, act of God or any cause beyond your control. In exchange for CAROLINA ENVIRONMENTAL SYSTEMS, INC. agreeing to make repairs, I hereby assign to CAROLINA ENVIRONMENTAL SYSTEMS, INC. all rights, title, and interest in any insurance proceeds. CAROLINA ENVIRONMENTAL SYSTEMS, INC. is hereby appointed my true and lawful attorney in fact to demand and receive payments, to endorse any negotiable instrument in my name, and otherwise enforce the provisions of any insurance contract.

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

CUSTOMER SIGNATURE

X

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SERVICE ADVISOR: 395 ROBI MCDANIELS

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	20	FREIGHTLINER 108SD	1FVHCYFE5LHLF5716	LF5716	4064/4064	LF5716

DEL DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
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R.O. OPENED READY OPTIONS: STK:FP5025272 1)FP5025272

10:47 07OCT20 10:55 22JAN21

LINE	OPCODE	TECH	TYPE	HOURS	LIST	NET	TOTAL
------	--------	------	------	-------	------	-----	-------

LEAKS. NO ISSUES DETECTED.

M** REPAIR DRIVE SHAFT
9996 STANDARD

1006 C 1190.00 1190.00
PARTS: 0.00 LABOR: 1190.00 OTHER: 0.00 TOTAL LINE M: 1190.00

4064 REMOVED THE ENTIRE DRIVE SHAFT SO REPAIRS COULD BE MADE. THE CENTER BEARING WAS REPLACED ON ONE SECTION OF THE DRIVESHAFT. THE SLIP YOKE WAS REPLACED ON THE SECOND SECTION OF THE DRIVESHAFT AND THE DRIVESHAFT WAS THEN REINSTALLED. THE DRIVESHAFT THAT IS LOCATED BETWEEN THE AXLES HAD TO BE BUILT. AND IT WAS INSTALLED ONCE IT HAD ARRIVED. ALL OF THE U JOINTS AND SLIP YOKES WERE GREASED.

"I authorize the following repair work to be done along with the necessary parts and material and grant permission to operate the vehicle herein described for purpose of testing and/or inspection. An express mechanic's lien is hereby acknowledged on the vehicle to secure the amount of repairs thereto and I further agree that storage charges of \$10.00 per day will accrue, beginning 5 days after I am notified that the repairs have been completed." In consideration of CAROLINA ENVIRONMENTAL SYSTEMS, INC. extending credit to me for labor or to purchases authorized by me, I agree to pay in full within ten (10) days after receipt of my statement. I further agree to pay a monthly service charge of 1 1/2% on any overdue balances: And all costs of collection including reasonable attorney's fees. Not responsible for loss or damage to vehicle or articles left in vehicles in case of theft, fire, flood, wind, act of God or any cause beyond your control. In exchange for CAROLINA ENVIRONMENTAL SYSTEMS, INC. agreeing to make repairs, I hereby assign to CAROLINA ENVIRONMENTAL SYSTEMS, INC. all rights, title, and interest in any insurance proceeds. CAROLINA ENVIRONMENTAL SYSTEMS, INC. is hereby appointed my true and lawful attorney in fact to demand and receive payments, to endorse any negotiable instrument in my name, and otherwise enforce the provisions of any insurance contract.

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CUSTOMER SIGNATURE

X

DESCRIPTION	TOTALS
LABOR AMOUNT	28560.00
PARTS AMOUNT	37564.00
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	6187.66
MISC. CHARGES	566.99
TOTAL CHARGES	72878.65
LESS INSURANCE	0.00
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	72878.65



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

Item:	SPLOST Project Budget Amendments
Department:	Finance
Date of Meeting:	Wednesday, February 10, 2021
Fiscal Impact:	Allocation of SPLOST funds based on collections
Presented By:	Chuck Warbington, City Manager
Action Requested:	Discuss adjusting SPLOST project budgets based on SPLOST collections to date for the 2017 SPLOST

Summary: Through 45 months of the 2017 SPLOST, collections are 7% above budget. The collections are \$1,900,000.00 more than originally budgeted. Any collections must be distributed based on the agreement categories. Staff is recommending a budget amendment to allocate the SPLOST collections to the City Categories based on current collectors and new projections.

Fiscal Impact: Increase SPLOST project budgets by \$2,400,000.00

Concurrences: City Manager

Attachments/Exhibits:
SPLOST Allocation Power Point



SPLOST Budget Adjustment

February 10, 2021



LAWRENCEVILLE
GEORGIA

Original 2017 SPLOST Allocation

Category	City/County	City
1. Administrative Facilities	\$ -	\$ 120,000
a. Digital Voting Machines	\$ -	\$ 20,000
b. Undefined	\$ -	\$ 100,000
2. Cultural Facilities	\$ -	\$ 15,000,000
a. LPAC	\$ -	\$ 11,000,000
b. Civic Spaces - Lawn/Hooper/Library	\$ -	
Hooper/Library		\$ 1,500,000
Lawn		\$ 1,500,000
c. Contingency	\$ -	\$ 1,000,000
3. Parking Facilities	\$ -	\$ 3,700,000
a. Downtown Parking Deck	\$ -	\$ 3,700,000
b. Contingency	\$ -	\$ -
4. Public Safety Facilities/Equipment	\$ -	\$ -
5. Recreational Facilities	\$ -	\$ 1,000,000
a. Undefined / Lawn Stage Parking	\$ -	\$ 1,000,000
6. Roads, Streets, & Bridges	\$ 4,600,402	\$ 6,644,874
a. Nash Street Extension	\$ 1,150,000	\$ 250,000
b. SR 120/SR316 Slip Ramp	\$ 1,550,000	\$ 350,000
c. Pike Street Sidewalks Gaps	\$ 500,000	\$ 250,000
d. Paper Mill Road Improvements	\$ 1,100,000	\$ 1,000,000
e. Greenway/Trails	\$ -	\$ 1,500,000
f. Five Forks/Stone Mountain	\$ -	\$ 1,500,000
g. GGC Corridor		\$ 1,000,000
h. Undefined Conceptual Design		\$ 94,874
i. Contingency	\$ 300,402	\$ 700,000
j. Jackson/Scenic/New Hope		
7. Water & Sewer Improvements	\$ -	\$ -
Total	\$ 4,600,402	\$ 26,464,874



2017 SPLOST Collection Status

- **45 months of Collections (63%) – with Budget Projection**
 - Collected 7% more than budget to date
 - Approximately \$1.9M
- **Collection has stayed above budget each month.....even through COVID**



2017 SPLOST Recommendations

- **Funds collected over budgeted amount must be reallocated at same % of original categories**
 - **Administrative Facilities** **less than 1%**
 - **Cultural Facilities** **57%**
 - **Parking Facilities** **14%**
 - **Recreational Facilities** **4%**
 - **Roads, Streets, Bridges** **25%**
- **We do not anticipate an increase in City/County SPLOST allocation for joint projects**
- **Based on trends, Staff is recommending an increase of 9% (+\$2.4M) allocation to the 2017 SPLOST categories**



LAWRENCEVILLE

GEORGIA

Staff Recommendation for 2017 SPLOST Allocation

<u>Category</u>	<u>City</u>	<u>City Revised</u>
1. Administrative Facilities	\$ 120,000	\$ 130,800
a. Digital Voting Machines	\$ 20,000	\$ -
b. Facility Improvements	\$ 100,000	\$ 130,800
2. Cultural Facilities	\$ 15,000,000	\$ 16,350,000
a. LPAC	\$ 11,000,000	\$ 12,418,110
b. Civic Spaces - Lawn/Hooper/Library		
Hooper/Library	\$ 1,500,000	\$ 2,000,000
Lawn	\$ 1,500,000	\$ 1,300,000
c. Contingency	\$ 1,000,000	\$ 631,890
3. Parking Facilities	\$ 3,700,000	\$ 4,033,000
a. Downtown Parking Deck	\$ 3,700,000	\$ 3,700,000
b. Contingency	\$ -	\$ 333,000
4. Public Safety Facilities/Equipment	\$ -	\$ -
5. Recreational Facilities	\$ 1,000,000	\$ 1,090,000
a. Undefined / Lawn Stage Parking	\$ 1,000,000	\$ 1,090,000
6. Roads, Streets, & Bridges	\$ 6,644,874	\$ 7,242,912
a. Nash Street Extension	\$ 250,000	\$ 350,000
b. SR 120/SR316 Slip Ramp	\$ 350,000	\$ 1,100,000
c. Pike Street Sidewalks Gaps	\$ 250,000	\$ 250,000
d. Paper Mill Road Improvements	\$ 1,000,000	\$ 1,100,000
e. Greenway/Trails	\$ 1,500,000	\$ 1,600,000
f. Five Forks/Stone Mountain	\$ 1,500,000	\$ 1,500,000
g. GGC Corridor	\$ 1,000,000	\$ -
h. Undefined Conceptual Design	\$ 94,874	\$ 94,912
i. Contingency	\$ 700,000	\$ -
j. Jackson/Scenic/New Hope		\$ 1,248,000
7. Water & Sewer Improvements	\$ -	\$ -
Total	\$ 26,464,874	\$ 26,981,812

5
11.



LAWRENCEVILLE
GEORGIA

Questions



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Ordinance Amendment to Article 2 of Chapter 26 for False Emergency Services Alarm

Department: Police

Date of Meeting: Wednesday, February 10, 2021

Fiscal Impact: TBD

Presented By: Ryan Morgan, Police Captain

Action Requested: Discussion

Attachments/Exhibits:

Draft Ordinance

ORDINANCE NO. _____**AN ORDINANCE TO AMEND ARTICLE 2 (FALSE ALARM) OF CHAPTER 26 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA**

The City Council of the City of Lawrenceville, Georgia hereby ordains that Article 2 of Chapter 26 of the Code of the City of Lawrenceville, Georgia is hereby deleted in its entirety and replaced with a new Article 2 which shall read as follows:

ARTICLE II. FALSE EMERGENCY SERVICES ALARM ORDINANCE**Sec. 26-35. Purpose and Intent.**

- (a) The purpose of this article is to encourage alarm owners and alarm companies to properly use and maintain operational effectiveness of alarm systems in order to improve the reliability of alarm systems and reduce or eliminate false alarms. The City of Lawrenceville finds that excessive false alarms unduly burden the limited resources of the Lawrenceville Police Department.
- (b) This article governs alarm systems intended to summon a public safety department and requires registration, assessment of fees/civil penalties for excessive false alarms, provides procedures for repeat offenders, provides for severability of the parts hereof, and provided an effective date. This article shall apply to calls made to an emergency call center by contracted third parties not physically present at the alarm site.
- (c) This article establishes minimum standards applicable to alarm systems, alarm users and alarm companies as defined herein.

Sec. 26-36. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

Alarm Administrator means a person or persons designated by the city to administer the provisions of this article. Said alarm administrator may be a vendor contracted by the city to administer the provisions of this article.

Alarm company means a person, company, firm, corporation, or other entity which has the contractual agreement with the alarm user and is subject to the licensing requirements, and engaged in selling, leasing, installing, servicing, or monitoring alarm systems; this entity shall be licensed in compliance with city and state rules, regulations, and laws.

Alarm permit means a permit issued to an alarm user by the city allowing the operation of an alarm system within the city.

Alarm signal means a notification to the city that an alarm has been activated at a particular alarm site and that city emergency service is requested.

Alarm site means a single premises or location served by an alarm system or systems. Each tenancy, if severed by a separate alarm system in a multitenant building or complex, shall be considered a separate alarm site.

Alarm system means a device or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual, or electronic signal indicating an alarm condition and intended to summon a city emergency service response, including local alarm systems. Alarm system does not include an alarm installed in a vehicle or on someone's person unless the vehicle or the personal alarm is permanently located at a site.

Alarm user means any person, corporation, partnership, proprietorship, governmental or educational entity, or any other entity owning, leasing, or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Alarm User Awareness Class means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

Cancellation means termination of response by the Police Department when the alarm company notifies the Police Department that there is not an existing situation at the alarm site requiring emergency services response after an alarm dispatch request. If cancellation occurs within two (2) minutes of dispatch and prior to police arriving at the scene, no penalty will be assessed.

City means the City of Lawrenceville and/or its designee.

Compliance Standards means equipment and installation methods shall comply with all appropriate nationally recognized testing laboratories and American National Standards Institute (ANSI) requirements.

Enhanced Call Confirmation (ECC) means an attempt by the alarm system monitoring company to contact the alarm site and/or alarm user by telephone and/or other means, whether or not actual contact with a person is made, to determine whether an alarm signal is valid before requesting law enforcement response. A second call shall be made to an alternate number provided by the alarm user if the first attempt fails. EXCEPT in case of a fire, panic or

robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016 (or current version).

False alarm means an alarm dispatch request, that has generated a city emergency service response, which is canceled, or when no emergency condition is found at the alarm site. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by violent conditions of nature, nor does it include other extraordinary circumstances not reasonably subject to the control by the alarm user. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the alarm company is notified in advance that the alarm system is being tested and no public safety department response is requested by the alarm company.

Local alarm means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Permit year means a 12-month period beginning on the day and month on which an alarm permit is issued.

Runaway alarm means an alarm system that produces three (3) or more unfounded alarm signals in a twenty-four (24) hour period. The city emergency services may in its discretion discontinue responses to these alarm signals until the alarm system is corrected.

Sec. 26-37. Alarm Permit.

- (a) *Permit required.* No alarm user shall operate, or cause to be operated, an alarm system at its alarm site without a valid alarm permit. A separate alarm permit is required for each alarm site. An annual permit and renewal fee is required for the initial registration and annual renewals. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch. An alarm permit shall expire twelve (12) months from the date of issuance and must be renewed annually by submitting an updated application and permit renewal fee to the City. Failure to renew will be classified as a non-permitted alarm system and additional fees will be assessed. A late fee will be assessed if the renewal is more than thirty (30) days late. An alarm permit cannot be transferred to another person or alarm site. An alarm user shall inform the City of any change that alters any of the information listed on the alarm permit application within ten (10) business days of such change.
- (b) *Application.* The permit shall be requested on an application form provided by the City. An alarm user has the duty to obtain an application from the City within five (5) business days of the alarm system installation or an alarm system transfer.

- (c) *Transfer of possession.* An alarm permit cannot be transferred to another person or alarm site. When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within ten () business days of obtaining possession of the property.
- (d) *Multiple alarm systems.* If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.
- (e) *Confidentiality.* In the interest of public safety, all information contained in and gathered through the alarm permit applications and applications for appeals shall be held in confidence by all employees or representatives of the city and by any third-party administrator or employees of a third-party administrator with access to such information.

Sec. 26-38. Duties of the alarm user.

- (a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms.
- (b) Provide the alarm company the permit number, (the number must be provided to the communications center by the alarm company to facilitate dispatch).
- (c) Respond or cause a representative to respond to the alarm system's location within thirty (30) minutes when notified by city emergency services.
- (d) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.
- (e) An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of the location of the alarm-system.
- (f) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than fifteen (15) minutes.
- (g) An alarm user shall not use automatic voice dialers.
- (h) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

- (i) Alarmed locations are subject to fees for services depending on the number of false alarms within the preceding twelve (12) month period as established by resolution of the city council.

Sec. 26-39. Duties of the alarm company.

- (a) Any person engaged in the alarm business in the city shall comply with the following:

- (1) Obtain and maintain the required state, county and/or city license(s).
- (2) Provide name, address, and telephone numbers of the alarm company license holder or a designee who can be called in an emergency, 24 hours a day; and be able to respond to an alarm call, when notified, within a reasonable amount of time.
- (3) Be able to provide the most current contact information for the alarm user; and to contact a key holder for a response, if requested.
- (4) Provide new and cancelled alarm sites in the format required by the City every thirty (30) days or upon request by the City.
- (5) An alarm installation company and/or monitoring company that purchases alarm system accounts from another person shall notify the City of such purchase and provide details as may be requested by the City.

- (b) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user. Ensure that all alarm users of alarm systems equipped with a duress, holdup, or panic alarm are given adequate training as to the proper use of the duress, holdup, or panic alarm.

- (c) After completion of the installation of an alarm system, the alarm company employee shall review with the alarm user the false alarm prevention checklist (appendix A) or an equivalent checklist approved by the City. The alarm company employee shall complete, sign and date the false alarm prevention checklist and maintain a copy for a period of two (2) years.

Commented [FH1]: Where is this?

- (d) An alarm company performing monitoring services shall:

- (1) Attempt to confirm, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone confirmation shall require, as a minimum that a second call also known as Enhanced Call Confirmation (ECC), be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in case of a fire, panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016 (or current version).

- (2) Provide alarm user registration number to the communications center to facilitate dispatch and/or cancellations.
- (3) Communicate any available information about the location of the alarm.
- (4) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.
- (5) Maintain for a period of at least one (1) year from the date of the alarm dispatch request, records relating to the alarm dispatch. Records must include name, address and telephone number of the alarm user, the alarm system zones activated, the time of alarm dispatch request and evidence of an attempt to verify the alarm. The alarm administrator may request copies of such records for individually name alarm users. If the request is made, the alarm monitoring company shall provide requested information within (10) business days of receiving the request.

Sec. 26-40. Enforcement of provisions.

- (a) *Excessive false alarms/Failure to register.* All fees and penalties are set by resolution of the city council and must be paid before an alarm permit may be issued or renewed. An alarm user shall be subject to fees or penalties, depending on the number of false alarms within any twelve-month period. Any person operating a non-permitted alarm system will be subject to a penalty for each false alarm in addition to any other fees or penalties.
- (b) *Suspension of response.* the city may discontinue response of city emergency services if the city determines that:
 - (1) There is any violation of this article
 - (2) There is a false statement of material matter in the application for permit
 - (3) An alarm system has generated in excess of eight (8) false alarms during any twelve (12) month period;
 - (4) The permit holder has failed to make payment of any service fee, permit fee, late fee or suspension fee assessed under this article within ninety (90) days of the assessment.
- (c) *Reinstatement of response.* the city may resume city emergency services response upon the alarm holder submitting satisfactory proof of compliance of one or more of the following:
 - (1) Proof the alarm system has been inspected and the measures taken to ensure the alarm system is in good working order. Measures taken may require the alarm user repair, upgrade or modify the alarm system to be compliant with this chapter.
 - (2) Proof the alarm user has been retrained on the use of the alarm system and procedures for contacting the alarm company in the case of false activation.
 - (3) The alarm user successfully completes an on-line alarm awareness class and test.

Commented [JS2]: The other option to a full non-response is to have a verified response instead, which is an easier sale to council

Verified response means a police response that is based on information received from a person physically present at a location (e.g., an alarm site) or from real-time audio or video surveillance positively verifying that there is evidence either of a crime or an attempted crime at the location.

Verified Response Required in Certain Circumstances

1. unmonitored security alarm systems;
2. alarm systems monitored by unlicensed security alarm businesses;
3. unregistered alarm systems; and
4. alarm systems with a suspended registration only if independent reporting indicates that a crime is in progress or has been attempted at the involved alarm site (i.e., verified response).

- (4) All fees and fines are paid in full including the reinstatement fee of fifty (\$50.00) dollars.
- (d) All fees and penalties are due within thirty (30) days of notification.
- (e) *Fee Schedule.*

Alarm System Permit Fee:	\$25.00 to \$50.00
Alarm System Annual Renewal Fee:	\$25.00 to \$50.00
Late Fee after 30 days	\$25.00
False Alarm Fees	
1 st alarm	\$No Charge
2 nd alarm	\$50.00
3 rd alarm	\$75.00
4 th alarm	\$100.00
5 th alarm	\$150.00
6 th alarm	\$200.00
7 th alarm	\$250.00
8 th alarm	\$300 and suspension of response

Any false alarm occurring without a valid alarm permit will be assessed in addition to the false alarm fee an additional \$100.00 for each and every alarm.

Late fee for payment after 30 days \$25.00

Appeal Hearing Fee* \$25.00 plus assessed fine
*(Fee and fine shall be refunded in its entirety if appeal is upheld)

Reinstatement of response fee \$50.00

Sec. 26-40. Appels.

- (a) *Appeals process.* Assessments of fees, civil penalties, or other enforcement decisions made under this article may be appealed by filing a written notice of appeal with the _____ (city clerk? police chief? etc?) within ten (10) business days after the date of notification of the assessment or other enforcement decision. The written notice of appeal shall contain the reason for the appeal, the permit number, the name of the permit holder, the name of the alarm company, and any other pertinent information relevant to the case. The failure to give notice of appeal within the required time frame shall constitute a waiver of the right to contest the assessment or other enforcement decision. The _____ shall designate a hearing officer from the police department to hear appeals under this article. The hearing officer shall render a decision within five (5) business days and give written notification of the decision.

The hearing officer's decision may be appealed to the chief of police by filing a written notice of appeal with the _____ within ten (10) business days of the date of the hearing officer's decision. The decision of the chief of police is subject to review by the Superior Court of Gwinnett County by a proceeding in the nature of writ of certiorari.

- (b) *Appeal standard.* The hearing officer shall review an appeal using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment or other enforcement action(s), the hearing officer shall have the discretion to dismiss or reduce the assessment or reverse any other enforcement action(s) where warranted.
- (c) *Responsibility for fees/costs.* In the event the appeal is not upheld, the owner or alarm company shall also be responsible for any fee assessed to reimburse the city for any costs incurred by in hearing an appeal under this article.

Sec. 26-42. Confidentiality, immunity, and severability.

- (a) *Confidentiality.* To the extent allowed by law, information gathered as part of the alarm registration process or contained in any application for a permit will be held in confidence by the city.
- (b) *Governmental immunity.* Alarm registration is not intended to, nor will it, create a contract, duty, or obligation, either express or implied, of response. Any and all liability and consequential damages resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm system registration or permit, the alarm user acknowledges that the police department response may be influenced by various factor including, without limitation, the availability of units to respond, staffing levels, priority of calls, emergency conditions, traffic conditions, weather conditions, and prior response history.
- (c) *Severability.* The provisions of this article are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

Secs. 26-____—26-____. – Reserved.

IT IS SO ORDAINED this _____ day of February, 2021.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

DRAFT



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, FEBRUARY 10, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Ordinance Amendment to Chapter 4 Alcoholic Beverages related to Growler Shops

Department: City Clerk

Date of Meeting: Wednesday, February 10, 2021

Fiscal Impact: TBD

Presented By: Frank Hartley, City Attorney

Action Requested: Discussion

Attachments/Exhibits:

Redlined Draft Ordinance for Lawrenceville

Excerpts from City of Grayson, City of Snellville, City of Smyrna, City of Roswell, and City of Brookhaven

ORDINANCE _____

AN ORDINANCE TO AMEND PROVISIONS RELATED TO GROWLER SHOPS OF CHAPTER 4 ALCOHOLIC BEVERAGES OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA

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

Section 1:

Growler means a reusable container used to transport draft beer or wine for off-premises consumption that is not to exceed 68 ounces and not less than 12 ounces and is filled with beer or wine from a keg by a licensee or an employee of a licensee holding a license as a retail dealer of beer sold in original packages for consumption off the premises from the City or holding a license as a growler shop subject to the provisions of section 4-151.

Section ~~12~~:

That Sec. 4-151 is hereby amended by replacing the entire section and all of its subsections, which shall appear and read as follows:

Sec. 4-151. - Growler shop.

(a) ____ No person shall be permitted to own or operate a growler shop without first obtaining a growler shop license from the City Clerk pursuant to the same procedures as are set forth in this article, and each growler shop license holder shall comply with all other applicable state and local requirements.

(b) ____ A growler shop shall be located in the Downtown Overlay District ~~and shall be engaged only in the sale of growlers~~. Growlers may not be sold at any establishment engaged in the sale of distilled spirits.

(c) ____ The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this article, provided that after the growler is filled the growler must be sealed on the licensed premises with a tamper-proof plastic cap and may not thereafter be opened or consumed on the premises. Licensees or employees of the growler shop may fill or refill growlers with draft beer or wine at a growler shop as provided in this section in a growler not smaller than 12 ounces in volume and not to exceed 68 ounces in volume.

(d) ____ A growler shop shall be authorized to sell samples of draft beer or wine to patrons over the age of 21 years. Samples of beer whether under subsection (d) or (e) shall not exceed a total of 32 ounces in volume to any one individual within a 24-hour period. Samples of wine whether under subsection (d) or (e) shall not exceed a total of 10 ounces in volume to any one individual within a 24-hour period.

(e) In addition to growlers, a growler shop may sell beer and/or wine in cans, bottles or other sealed package as a retail dealer. The growler shop shall be authorized to sell samples of beer or wine to patrons over the age of 21 years. Samples of beer whether under subsection (d) or (e) shall not exceed a total of 32 ounces in volume to any one individual within a 24-hour

period. Samples of wine whether under subsection (d) or (e) shall not exceed a total of 10 ounces in volume to any one individual within a 24-hour period.

(fe)____ Nothing in this section shall prohibit a growler shop from serving food or other non-alcoholic products, provided that it meets all of the requirements provided in this Code and is properly permitted by the City.

IT IS SO ORDAINED this _____ day of February, 2021.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

City of Grayson

Sec. 6-75. - Sale of growlers.

- (a) No person shall be permitted to own or operate a growler shop without first obtaining a growler shop license from the city clerk pursuant to the same procedures as are set forth in this article, and each growler shop license holder shall comply with all other applicable state and local requirements. The sale of package malt beverages in growlers shall be allowed in an establishment licensed for the sale of growlers located in the C-2, C-3 and PUD districts. The sale of package malt beverages in growlers may not be sold at any establishment engaged in the sale of distilled spirits.
- (b) The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this article, provided that after the growler is filled the growler must be sealed on the licensed premises with a tamper-proof plastic cap and may not thereafter be opened or consumed on the premises. Licensees or employees of the licensed establishment may fill or refill growlers with draft beer at a licensed location for retail package sales as provided herein in a growler not smaller than 12 ounces in volume and not to exceed 68 ounces in volume.
- (c) Establishments licensed to sell malt beverages in growlers under this section shall be authorized to sell or offer without charge samples of draft beer to patrons over the age of 21 years. Samples shall not exceed 16 ounces in volume within a 24-hour period.
- (d) Nothing in this section shall prohibit a growler shop from serving food or other non-alcoholic products, provided that it meets all of the requirements provided in this Code and is properly permitted by the city.

(Ord. of 6-17-2019; Ord. of 9-21-2020(3))

City of Snellville

Definitions:

Bottle shop means a licensed location at which a licensee may sell beer and wine by the drink for consumption and also by the package, but which earns a minimum of 70 percent of its annual gross revenue from package sales of beer and/or wine.

Craft beer market means a licensed location which may fill growlers by tapped keg and sell samples of draft beer and pints of certain limited amounts as well. Craft beer markets are a subtype of bottle shops.

ARTICLE VII. - REGULATION OF HYBRID ON-PREMISES CONSUMPTION AND RETAIL PACKAGE STORES

Sec. 6-231. - Type of retail establishment.

No beer or wine shall be sold at retail except in establishments located in zoning districts in which these establishments are permitted as a conforming use or in districts where an existing establishment exists as a nonconforming use.

- (1) Notwithstanding any other provision of this chapter to the contrary, the planning and development director is authorized to issue a bottle shop license to businesses:
 - a. Located within the downtown development authority boundaries; and
 - b. Which meet all other license application requirements set forth in this chapter; and
 - c. Which operate primarily as a retail package dealer and earn a minimum of 70 percent of annual gross revenue from package sales of beer and/or wine.
- (2) A bottle shop established under this section may:
 - a. Sell and serve beer and wine by the drink for consumption on the premises; and
 - b. Sell wine and beer by the package.
- (3) Nothing in this section shall prohibit a bottle shop from serving food provided it meets all of the requirements for restaurants in the General Code of Ordinances and is properly permitted by the city.
- (4) All other existing bottle shops currently operating under a special use permit shall be afforded the rights of a bottle shop described herein, though no other conditions of an existing special use permit shall be impacted. A change of ownership shall terminate any rights extended by a special use permit issued to a bottle shop and a new owner shall be required to obtain a new special use permit to continue to operate a bottle shop.
- (5) A licensed establishment permitted under this section 6-231 shall be authorized to sell samples of draft beer and pints of beer to patrons over the age of 21 years. Samples shall not exceed four ounces in volume, pints shall not exceed 16 ounces and high gravity beers shall not exceed ten ounces. One individual shall not be offered more than a total of 32 ounces within a 24-hour period.

(Ord. No. 2015-06, 4-27-2015)

Sec. 6-232. - Craft beer market.

- (a) No person shall be permitted to own or operate a craft beer market without first obtaining a craft beer market license from the planning and development director pursuant to the same procedures as are set forth in this chapter, and each craft beer market license shall comply with all other applicable state and local requirements.
- (b) The filling of growlers by means of a tapped keg shall not constitute the breaking of a package as contemplated by O.C.G.A. § 3-3-26 or other provisions of this chapter, provided that, after the growler is filled the growler must be sealed on the licensed premises with a tamper-proof plastic cap and may not thereafter be opened or consumed on the premises. Licensees or employees of the growler shop may fill or refill growlers with draft beer at a growler shop as provided herein, in a growler not smaller than 12 ounces in volume and not to exceed 68 ounces in volume.
- (c) A craft beer market shall be authorized to sell samples of draft beer and pints to patrons over the age of 21 years. Samples shall not exceed four ounces in volume, pints shall not exceed 16 ounces and high gravity beers shall not exceed ten ounces. One individual shall not be offered more than a total of 32 ounces within a 24-hour period.
- (d) Nothing in this section shall prohibit a licensed retailer of beer and wine from establishing a growler shop in the existing establishment, nor from serving food or other non-alcoholic products provided it meets all of the requirements provided in the City Code and is properly permitted by the city.
- (e) Craft beer markets will not be required to meet the 50 percent grocery floor space requirement; however the licensee will be required to obtain an on-premises consumption license.
- (f) The licensee shall provide a variety of prepackaged snacks available for purchase and consumption. The licensee shall also offer some snacks to patrons free of charge.
- (g) All other existing craft beer markets currently operating under a special use permit shall be afforded the rights of a craft beer market described herein, though no other conditions of an existing special use permit shall be impacted. A change of ownership shall terminate any rights extended by a special use permit issued to a craft beer market and a new owner shall be required to obtain a new special use permit to continue to operate a craft beer market.

City of Smyrna

Sec. 6-77. - Growler specialty shop.

- (a) As used in this section, the term "growler specialty shop" means a retail establishment that is limited to:
- (1) An establishment possessing a current license from the city for the sale of wine or malt beverages by the package; and
 - (2) Is in a location whose total interior floor area does not exceed 3,000 square feet;
 - (3) Which shall maintain on the premises and offer for sale at all times a variety of specialty malt beverages available to be sold in growler containers for consumption off the premises;
 - (4) Where no less than 40 percent of the gross revenue is derived from the sale of malt beverages in growler containers, for consumption off the premises; and
 - (5) Where no more than 25 percent of the gross revenue is derived from the sale from a combination of samples of the same malt beverages which are available to be sold in growler containers and table wine, fortified wines, port, sherry, and consumed on the premises;
 - (6) On or before the 20th day of the month following each quarterly period, a return for the preceding quarterly period shall be filed with the city business license office in such form as the business license supervisor may prescribe for every licensee;
 - (7) All returns shall show, as to the preceding quarter, the total gross revenue of the licensed business, the gross revenue from the sale of alcoholic beverages sold to be consumed off the premises and the gross revenue from the sale of alcoholic beverages sold to be consumed on the premises as well as such other information as may be required by the business license supervisor.
- (b) Growler malt beverage sampling shall be on limited occasions when a customer requests a sample of growler malt beverage offered for sale within the premises, or in conjunction with a growler malt beverage education class and samples designed to promote growler malt beverage appreciation and education.
- (c) No open growler containers shall be removed from the licensed premises.
- (d) Growler malt beverage sampling and tasting is only permitted within the licensed portion of the premises.

City of Roswell

Section 3.7.18 - Craft Beer and Wine Market.

Notwithstanding any other provisions of this chapter, a licensed craft beer and wine market as defined herein may be entitled to sale certain package malt beverages and to allow consumption on the premises of craft beers and wines provided the following criteria are met:

- (a) Craft beer shall be defined for purposes of this section as a malt beverage produced at a brewery whose annual production is six million (6,000,000) barrels of beer or less (approximately three (3) percent of U.S. annual sales). Craft beer production is attributed to the rules of alternating proprietorships and the total beverage alcohol volume and flavor is derived from traditional or innovative brewing ingredients and their fermentation.
- (b) Craft beer and wine market shall for purposes of this section be a retail establishment whose primary sales (over seventy (70) percent) are from craft beers and wine. Craft beer and wine market shall offer a minimum of one hundred (100) different beer/wine selections. Sales of craft beers and wines may be for consumption on the premises and/or package (including growlers), provided however, the sale and/or consumption of distilled spirits is strictly prohibited at such locations. Craft beer and wine markets shall be permitted in areas currently zoned to allow for consumption on the premises and shall meet all distance requirements for a consumption on the premises license.
- (c) Wine and craft beers to be consumed on the premises of a craft beer and wine market shall only be opened by the licensee or an employee of the craft beer and wine market. Wine and craft beers to be consumed on premise shall not include growlers or packaged beer.
- (d) No open containers of wine, beer or malt beverages shall be removed from the licensed premises unless in compliance with state law and section 3.7.15 of this article.
- (e) The sale of food is expressly permitted in a craft beer and wine market provided all applicable laws and regulations are complied with.
- (f) Craft beer and wine markets shall not open before 11:00 a.m. Monday through Saturday and shall make no package sales after 11:30 p.m. Monday through Saturday. Sunday sales, if licensed, shall be permitted for craft beer and wine between the hours of 12:30 p.m. and 11:30 p.m. on Sundays. Craft beer and wine markets may allow consumption on the premises between the hours of 11:00 a.m. and 2:00 a.m. Monday through Saturday (into Sunday) and, if licensed, on Sundays from 12:30 p.m. to 12:00 midnight.

([2018-05-08](#), § 2, Amended 05/29/2018; Ord. No. [2017-06-06](#), § 5, Added 6/12/2017)

City of Brookhaven

ARTICLE V. - SPECIFIC PROVISIONS RELATED TO MALT BEVERAGES AND WINE

Sec. 4-501. - Craft beer market.

- (a) No person shall be permitted to own or operate a craft beer market without obtaining from the city manager or their designee both a retail package sales of malt beverages license and an ancillary tasting license.
- (b) Notwithstanding any other provision of this Code or the Code of Ordinances for the city generally, a craft beer market shall be authorized to sell samples of draft beer and pints to patrons over the age of 21 years. Samples shall not exceed four ounces in volume, pints shall not exceed 16 ounces, and beers having an alcohol content exceeding six percent alcohol by volume shall not exceed ten ounces. One individual shall not be offered more than a total of 32 ounces within a 24-hour period.
- (c) A craft beer market or growler shop may, but is not required, to serve food, so long as the establishment complies with all other provisions of the City Code and such food service is properly permitted by the city. If food is served, the food must be provided by a licensed third party food server.
- (d) A craft beer market or growler shop that offers for sale samples or pints shall be exempt from the definition of restaurant in chapter 27.
- (e) Employees of a craft beer market that offers for sale samples or pints as defined in this section shall obtain and the licensee shall maintain on premises an employee license as required in section 4-306.

Sec. 4-503. - On-premises consumption unlawful; growlers.

- (a) Except as provided in section 4-501, it shall be unlawful for any person to consume any alcoholic beverages on premises licensed for the sale of alcoholic beverages by the package. It shall be unlawful for any retail package licensee to open or break the package of any alcoholic beverages for a purchaser or to permit the consumption of alcoholic beverages on the licensed premises. This section shall not apply with respect to:
 - (1) Tastings provided pursuant to an ancillary wine tasting license; or
 - (2) Tastings provided pursuant to an ancillary malt beverage tasting license.
 - (3) Grocery stores as defined in this chapter.
- (b) Notwithstanding the foregoing prohibition, package malt beverage licensees, who are not also licensed to sell distilled spirits by the package, may fill growlers with draft beer at the licensee's licensed location from kegs lawfully procured by the licensee, subject to the following requirements:
 - (1) The filled growler must be securely sealed, on premises, with a tamper proof plastic cap;
 - (2) Either at least 90 percent of the licensee's total gross sales are from the packaged sale of malt beverages and/or wine or the licensee's premises have a minimum of 400 square feet of floor space dedicated to the display of malt beverages offered for sale; and
 - (3) The licensee complies with all state, federal and local packaging and labeling laws regarding alcoholic beverages.

Each filled growler must be removed from the premises in its securely sealed condition. Except as provided in subsection (a) of this section, consumption on the premises shall be prohibited.

- (c) Where multiple persons licensed for on-premises consumption or off-premises consumption operate in the same building or under the same roof, each separately licensed entity must have a separate and unique external ingress and egress.