

CITY COUNCIL WORK SESSION AGENDA

Wednesday, July 19, 2023 5:00 PM Council Assembly Room 70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Public Hearing Old Business

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

1. Millage Rate Public Hearing

Discussion of General City Business

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

- 2. ANNX2023-00007 & RZC2023-00051; J.J. Shah; 475 Philip Boulevard
- 3. On-Demand Installation of New Gas Mains on an Annual Contract
- 4. On-Demand Installation of New Gas Services on an Annual Contract
- 5. Power Pole Replacement Service on an Annual Contract
- 6. Purchase of 2500 KVA Transformers
- 7. Comprehensive Field Data Collection for the Inventory of Overhead and Underground Electrical Utility Assets
- 8. Approval and ratification of renewal of property and casualty insurances

- 9. City of Lawrenceville Banking Services
- 10. Design Management and Production Services on an Annual Contract
- 11. Discussion on City Housing Priorities
- 12. Mayor and Council Salaries

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



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

Item: Millage Rate Public Hearing

Department: Finance

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact:

Presented By: Keith Lee, Chief Financial Officer

Action Requested: Public Hearing

Summary: When the City considers setting its millage rate above the rollback rate the Georgia State Law requires three public hearings. The City is proposing to set its millage rate at 2.228, which is 0.176 mils above the calculated rollback rate. The rollback rate is calculated to be 2.052. The City has \$4,232,884 budgeted in property taxes based on the millage rate of 2.228.

Background:

Fiscal Impact: \$337,579 Tax Revenue; General Fund

Concurrences:

Attachments/Exhibits: PowerPoint

Page 1 of 1

Page 3

Fiscal Year 2024 Millage Rate Public Hearing

July 19, 2023







Agenda

- Proposed Millage
- Next Steps
- Public Hearing





Proposed Millage

- Proposed Millage is 2.228
 - Same Millage Rate as FY 2023
 - Property Tax Revenue for FY 2024: \$4,273,447
 - Tax Revenue Increase: \$417,962 or 10.84%
 - Helps cover services such as:
 - Staffing: 14 new positions, 5% salary increase, and 8% rise in cost of health benefits
 - Police Bike Patrol Unit
 - Increased costs for supplies such as fuel for vehicles, increased costs in vehicle replacement, and utility costs





Proposed Millage

- The Proposed Millage for FY 2024 is 2.228
 - Rollback Rate 2.052
 - FY 2022 Millage increase was the first in over 30 years

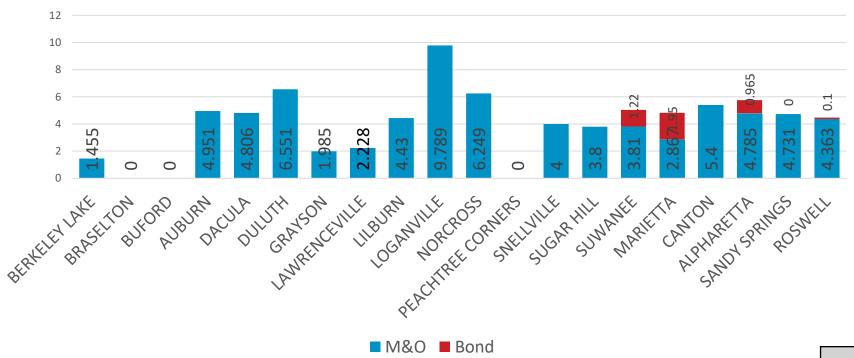






Millage Comparison

City Millage Rates







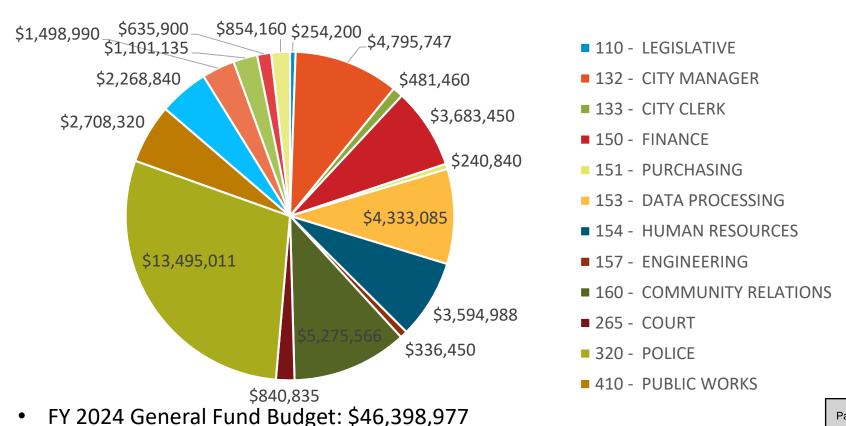
FY 2024 Budget (Historical Taxes)

Category	FY 2021	FY 2022	FY 2023	FY 2024
Real Property Tax	\$1,700,000	\$2,380,000	\$3,366,410	\$3,664,834
Public Utility Tax	\$47,000	\$45,000	\$45,000	\$55,000
Motor Vehicle Tax	\$14,500	\$20,000	\$15,000	\$20,000
Mobile Home Tax	\$700	\$750	\$750	\$750
Personal Property Tax	\$380,000	\$390,000	\$446,160	\$492,300
	\$2,336,900	\$2,835,750	\$3,873,320	\$4,232,884





FY 2024 Budget (General Fund)



Page 10





Millage (\$350,000 home)



District	Millage	Tax	Percent of Tax
City of Lawrenceville	2.228	\$312	6.49%
Gwinnett County	6.95	\$973	20.25%
Gwinnett Recreation	1	\$140	2.91%
Gwinnett Fire and EMS	3.2	\$448	9.32%
Gwinnett Economic Development	0.3	\$42	0.87%
Gwinnett County School	19.2	\$2,688	55.93%
Gwinnett County School Bond	1.45	\$203	4.22%
Total	34.328	\$4,806	1 Page 1





Next Steps

• July 19 Public Hearing -

5:00 pm

• July 31 Millage Consideration -

Adopt Millage at Regular Council Meeting after Public Hearing



AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION AGENDA CATEGORY: NEW BUSINESS

ANNX2023-00007 & RZC2023-00051; J.J. Shah; 475 Philip Boulevard Item:

Department: Planning and Development

Date of Meeting: Wednesday, July 19, 2023

Applicant Request: Annex 475 Philip Boulevard and rezone the parcel from C-2 (Gwinnett

County General Business District) to BG (City of Lawrenceville General

Business District).

Todd Hargrave, Director of Planning and Development **Presented By:**

Department Approval with Conditions

Recommendation:

Planning

Commission Approval with Staff recommended conditions of RZC2023-00051

Recommendation:

Summary: The applicant requests annexation and rezoning of an approximately 1.48-acre parcel at 475 Philip Boulevard from C-2 (Gwinnett County General Business District) to BG (City of Lawrenceville General Business District). The property was developed in 2001 with a three story, 42,992 square foot medical office building. No additional development is proposed at this time.

Attachments/Exhibits:

- ANNX2023 00007 Report
- ANNX2023_00007_Planning and Development recommendations
- ANNX2023-00007_Planning Commission Recommendations
- ANNX2023_00007_Gwinnett County notification letter
- ANNX2023_00007_Application
- ANNX2023_00007_Letter of intent

Page 1 of 2



GEORGIA

- ANNX2023_00007_Legal description
- ANNX2023_00007_Site plan
- ANNX2023_00007_Aerial map (1:2,750)
- ANNX2023_00007_Aerial map (1:5,500)
- ANNX2023_00007_Character area map (1:2,750)
- ANNX2023_00007_Character area map (1:5,500)
- ANNX2023_00007_Zoning map (1:2,750)
- ANNX2023_00007_Zoning map (1:5,500)



Planning & Development

CASE NUMBER: ANNX2023-00007

RZC2023-00051

APPLICANT: J. J. SHAH

OWNER(S): GCMT2 LLC

CONTACT: J. J. SHAH - 678.575.5861

LOCATION(S): 475 PHILIP BOULEVARD

PARCEL ID(S): R7009 057

APPROXIMATE ACREAGE: 1.48

ZONING PROPOSAL: GWINNETT COUNTY, C-2 (GENERAL BUSINESS

DISTRICT) TO CITY OF LAWRENCEVILLE, BG

(GENERAL BUSINESS DISTRICT)

PROPOSED DEVELOPMENT: MEDICAL OFFICE BUILDING

DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS

VICINITY MAP





Planning & Development

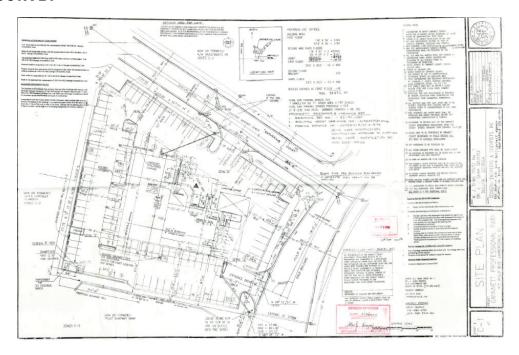
ZONING HISTORY

The subject property at 475 Philip Boulevard (PIN: 7009 057) is located within unincorporated Gwinnett County and has been zoned C-2 (General Business District) since 1960.

PROJECT SUMMARY

The applicant requests annexation and rezoning of an approximately 1.48-acre parcel at 475 Philip Boulevard from C-2 (Gwinnett County General Business District) to BG (City of Lawrenceville General Business District). The property was developed in 2001 with a three story, 42,992 square foot medical office building. No additional development is proposed at this time.

LAND SURVEY



ZONING AND DEVELOPMENT STANDARDS

The applicant requests that all variances and zoning conditions previously approved by Gwinnett County be honored by the City of Lawrenceville. Additionally, the applicant requests that any future renovations (not adding to



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the total square footage of the building) should be permitted by the City of Lawrenceville honoring those same variances and zoning conditions approved by Gwinnett County.

SURROUNDING ZONING AND USE

The surrounding area is composed predominantly of commercial zoning and land uses, including both retail and medical offices. Most of the parcels immediately surrounding the subject property are zoned BG (General Business District), the same zoning district proposed in this request. There are limited residential uses in the area, including the parcel across from Katherine Oak Court, which is zoned RM-12 (Multifamily Residential District) and contains multifamily apartment buildings. Additionally, there are medical offices zoned OI (Office Institutional District) across the northern right-of-way of Katherine Oak Court.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





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2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Medical Services Cluster Character Area. The Medical Services Cluster character area recognizes the uniqueness of the Gwinnett Medical Center (GMC). This area will be home to a range of institutions, offices, commercial, warehousing, distribution, and research uses that support GMC and its clustered medical services. It will come about by transitioning the current suburban-style offices to more urban-style forms that support a variety of job types and work, as well as some assisted/senior living opportunities.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN – FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

In conclusion, the proposed annexation and rezoning is consistent with the established zoning patterns and land uses found in the Medical Services Cluster Character Area. Gwinnett's C-2 zoning classification is equivalent to



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Lawrenceville's BG zoning district and there is no new development proposed, meaning there would be virtually no new development impacts generated by this proposal. Furthermore, the parcel is the last remaining exclave of unincorporated Gwinnett County in the area; granting this request would bring the parcel into conformity with the surrounding area and mitigate potential disputes between the City and County regarding services offered. As such, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the annexation and rezoning request.

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CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



Planning & Development

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

1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;

As proposed, the plan would be suitable in view of the use and development in the immediate area along Philip Boulevard and Duluth Highway.

2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;

No; the proposal will not adversely affect the existing use or usability of adjacent or nearby property.

3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;

The property has a reasonable economic use as currently zoned.

4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;

No; the impacts to the City will be virtually none, as there is no new development proposed.

5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The Medical Services Cluster character area is district composed of a wide variety of uses including predominantly medical offices, so this rezoning conforms with the long-range plan.

6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;



Planning & Development

Annexing this property would fill in a hole in the City's municipal boundaries and bring service areas into alignment.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_06232023

ANNX2023-00007 & RZC2023-00051

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

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

- Machine Shop
- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility
- **B.** No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- **C.** Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
- **D.** Outdoor storage shall be prohibited.
- **E.** The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- 2. To satisfy the following site development considerations:
 - A. The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.
 - **B.** Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.

- C. Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.
- **D.** Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.
- **E.** Provide a fifteen (15) foot landscape strip adjacent to all internal property lines.
- F. Provide a six (6) foot concrete sidewalk adjacent to all public rights-of-way.
- **G.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- H. Electronic Messaging Center (EMC) signs may be permitted as ground signs only. The EMC portion of a sign shall occupy a maximum of 40% of permitted display area square footage, up to 54 square feet. EMC signs light levels shall not increase lighting or brightness levels by more than 0.30 foot-candles above ambient levels as measured using a standard foot-candle meter.
- 1. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- J. Natural vegetation shall remain on the property until the issuance of a development permit.
- **K.** Any utility relocations shall be the responsibility of the developer.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_06232023

ANNX2023-00007 & RZC2023-00051

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- 1. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- J. Natural vegetation shall remain on the property until the issuance of a development permit.
- **K.** Any utility relocations shall be the responsibility of the developer.



Via Priority Mail and Certified Mail

June 13, 2023

The Honorable Nicole Love Hendrickson, Chairwoman Gwinnett County Board of Commissioners 75 Langley Drive Lawrenceville, GA 30046

Re: Lawrenceville Annexation Application - ANNX2023-00007

Dear Ms. Nicole Love Hendrickson:

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



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

Enc: Annexation Application; Legal Descriptions; Survey

C: Mr. Matthew Dickison, Gwinnett County, Director of Department of Planning and

Development

Mr. Glenn Stephens, Gwinnett County Administrator



June 13, 2023

The Honorable Nicole Love Hendrickson, Chairwoman Gwinnett County Board of Commissioners 75 Langley Drive Lawrenceville, Georgia 30046

Re: City of Lawrenceville Annexation Application - ANNX2023-00007

Owner:

The City of Lawrenceville (see attached legal description and land survey)

Requested Zoning: Gwinnett County C-2 (General Business District) to City of Lawrenceville BG (General Business District)

Dear Chairwoman Love Hendrickson:

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.

The Honorable Nicole Love Hendrickson, Chairwoman June 13, 2023 Page 2

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. A copy of the annexation application is enclosed with this notice. The proposed City zoning classification of the property is BG (General Business District). The City of Lawrenceville Planning Commission will consider the proposed rezoning and annexation request during a public hearing scheduled for Monday, July 10, 2023, at 6:00 P.M. The City of Lawrenceville City Council will consider the proposed rezoning and annexation requests during a public hearing scheduled for Monday, July 31, 2023, at 7:00 P.M. 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



70 South Clayton Street | PO Box 2200 Lawrenceville GA 30046

Office: 678-407-6415 | LawrencevilleGa.org

Enc: Annexation Application; Legal Description; Survey

C: Mr. Matthew Dickison, Gwinnett County Director, Department of Planning and

Development

Mr. Glenn Stephens, Gwinnett County Administrator



City of Lawrenceville Planning Department	Date Received
P.O. Box 2200	Case File #: ANX
Lawrenceville, GA 30046	
Phone: 678-407-6400	
E-Mail: Planning@lawrencevillega.org	Α
2 Wall Training Cold Wichie College Colg	
APPLICATION	N FOR ANNEXATION
ATTECATION	N I ON ANNEXATION
DATE 5-6-2023	
DATE STORY	
I hereby request that the Property described in t	his application he Appeared into the City of
Lawrenceville Limits with in a Zoning Classification	
Address of Property to be appeared 47 - 1	HALLI BOULEVARD, GA 30046
Address of Property to be annexed: 173 11	TILLY DUCKEVINED, WAY SOV 7,6
1.119 Ages	Total Control
Area: 1.48 Goes acres or	square feet.
Tax Map Number: 27009851	7 (R 7009057)
Tax Map Number: R 100905	/ (R 100-103-1)
GCONTIL 1	. 0
Owners of Property: GCMT14, L	
6000	100-11/10-1
	100THWATER Phone: 678.575-5861
mailing WAY, DULVITA	1 GA 30097
,	1-05-604
Applicant Name and Address: T. SHAH	
	RITHWATER WAY,
DULUTH	HEREWITH.
SUBJECT TO GRAND PATH	AND AS PER OUR LETTERS
SUBJECT TO GRAND PATE	HORGWITH
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66-23	John Canaga SV
Signature of Applicant Date	Signature of Owner Chate
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J.J. SHAH. 6-6-23	GEON 14, WC 6623
Print Name of Applicant Date	Print Name of Owner Date
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A Signature of Notary Date	Signature of Notary Date COMMISSION TO
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	ww.lawrencevillega.org
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GCMT14, LLC 475 Philip Boulevard, Lawrenceville, GA 30046

June 6, 2023

To The City of Lawrenceville, Lawrenceville, GA 30045

Re: Request for annexation of our property at 475 Philip Boulevard, Lawrenceville, GA 30046.

Dear

I request you to approve our request to annex above mentioned property with City of Lawrenceville, Georgia with following conditions grandfathered:

- 1) All zoning, height, parking and other conditions and variances should be honored by City of Lawrenceville, Georgia, as has been approved by Gwinnett County, Georgia.
- 2) Any future renovations (not adding to total square footage of building) should be permitted by City of Lawrenceville honoring the same zoning, height, parking and other conditions and variances. as has been approved by Gwinnett County, Georgia.

We are looking forward to a favorable response.

(J. J. Shah, MD)

Manager

(as President of Eastern Horizons Management, Inc.)

Cell Number: (678) 575-5861

PLANNING AND DEVELOPMENT **RECEIVED 6.12.2023** ANNX2023-0007

2.

8K48886PG0354

SCHEDULE (Continued)

Agent's

File No.: 91-M-315

Commitment No. GF-

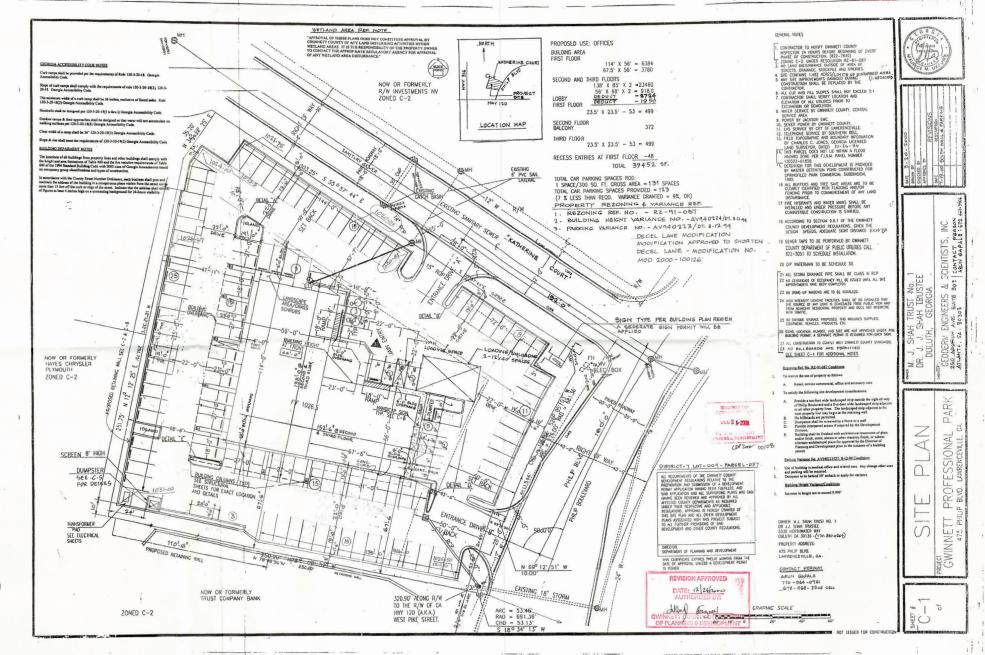
Policy No. GF-

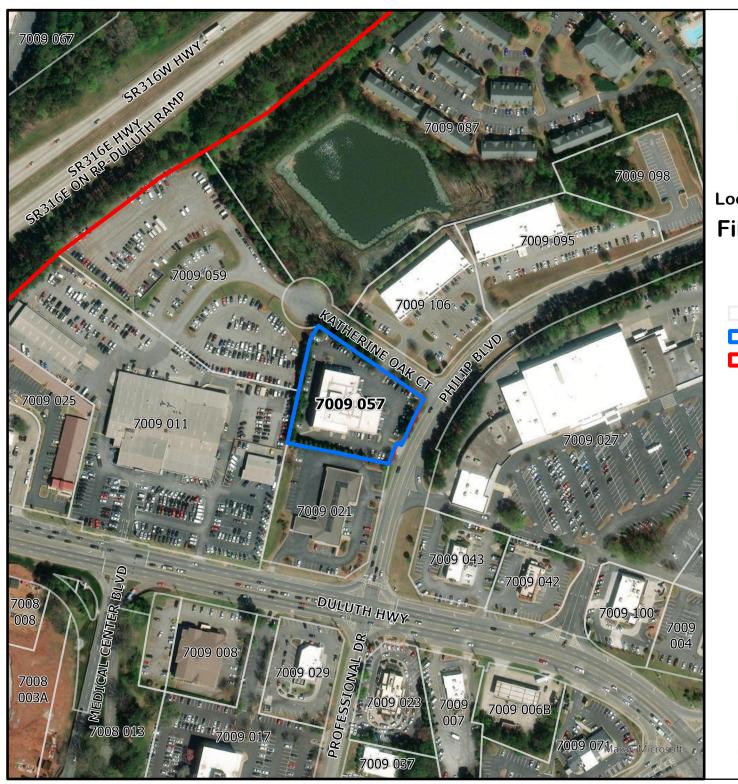
EXHIBIT "A"

BEGINNING at a point located at the intersection of the northerly right-of-way line of Georgia Highway 120 (a.k.a. West Pike Street) and the westerly right-of-way line of Philip Boulevard, thence running northeasterly along the westerly rightof-way line of Philip Boulevard 320.90 feet to a point; which is the TRUE POINT OF BEGINNING; continuing thence N 78 degrees 08 minutes 52 seconds W a distance of 250.20 feet to a point; thence N 12 degrees 12 minutes 25 seconds E a distance of 251.75 feet to an iron pin; thence N 34 degrees 12 minutes 25 seconds E a distance of 39.20 feet to a point; thence S 55 degrees 57 minutes 44 seconds E a distance of 303.25 feet to a point on the westerly right-of-way line of Philip Boulevard; thence in a southwesterly direction along said right-of-way line along the arc of a curve to the left; said curve having a radius of 681.36 feet, said arc being subtended by a chord line having a magnetic bearing of S 26 degrees 05 minutes 03 seconds W and a chord length of 125.82 feet, and an arc distance of 126.00 feet to a point; thence in a northwesterly direction along said right-of-way line N 69 degrees 12 minutes 51 seconds W a distance of 10.00 feet to a point; running thence in a southwesterly direction along said right-of-way line along the arc of a curve to the left; said curve having a radius of 691.36 feet; said arc being subtended by a chord line having a magnetic bearing of S 18 degrees 34 minutes 13 seconds W and a chord length of 53.45 feet, an arc distance of 53.46 feet to a point which is the TRUE POINT OF BEGINNING; according to that certain boundary survey prepared for Dr. J.J. Shah by Horlbeck Engineering Corp., dated December 12, 1991 (said survey bearing the certification of Robert E. Horlbeck, Georgia Registered Professional Land Surveyor No. 1942), and said tract containing 1.482 acres as shown on said survey.

Courenceville

ORIGINAL - INSURED







The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

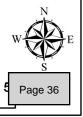
File # ANNX2023-00007 & RZC2023-00051

Applicant: J. J. Shah

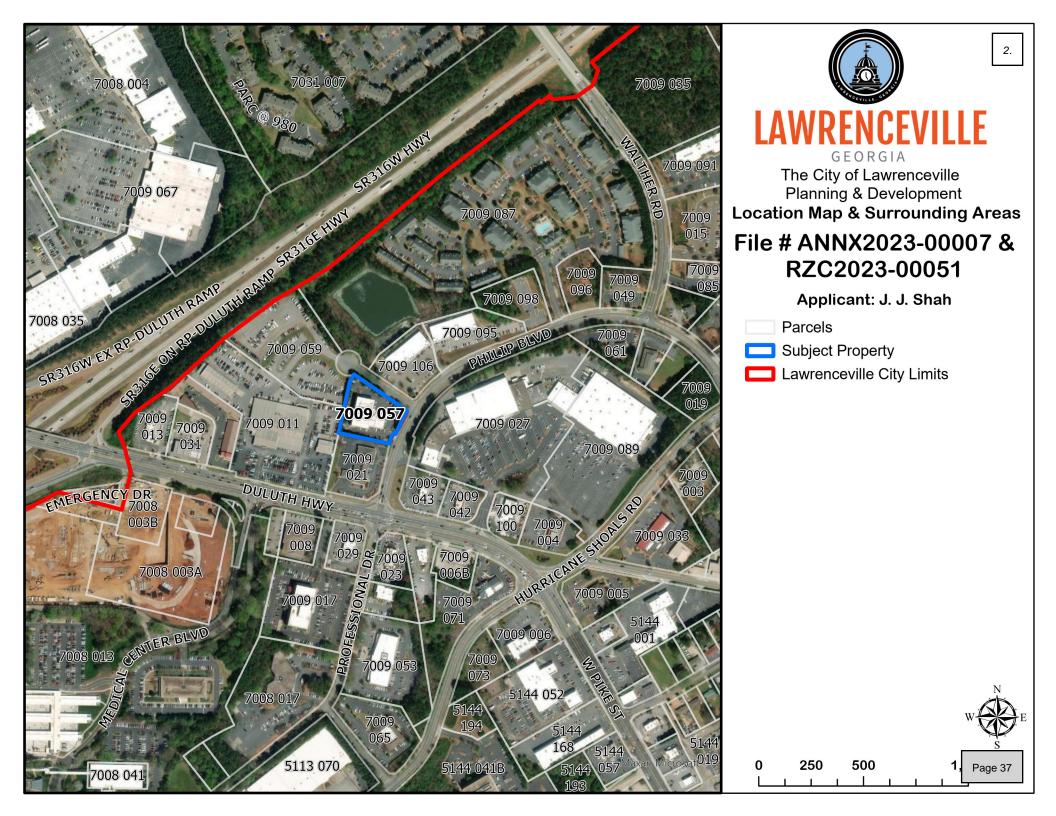
Parcels

Subject Property

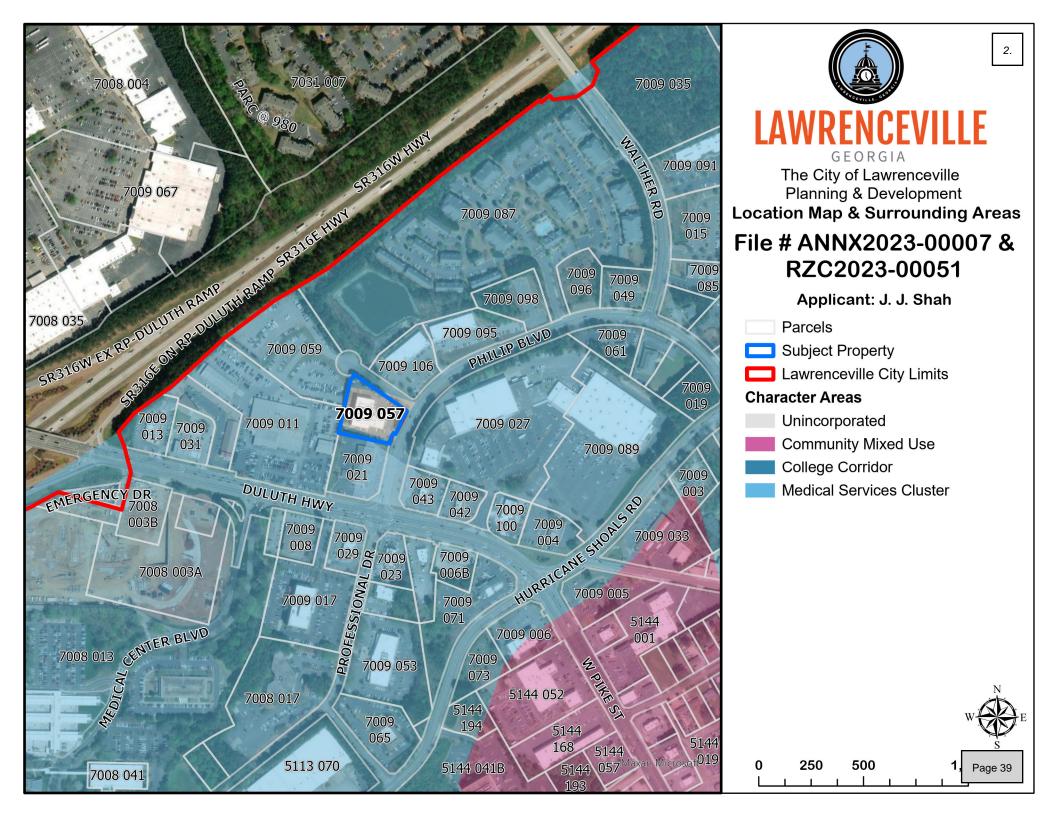
Lawrenceville City Limits

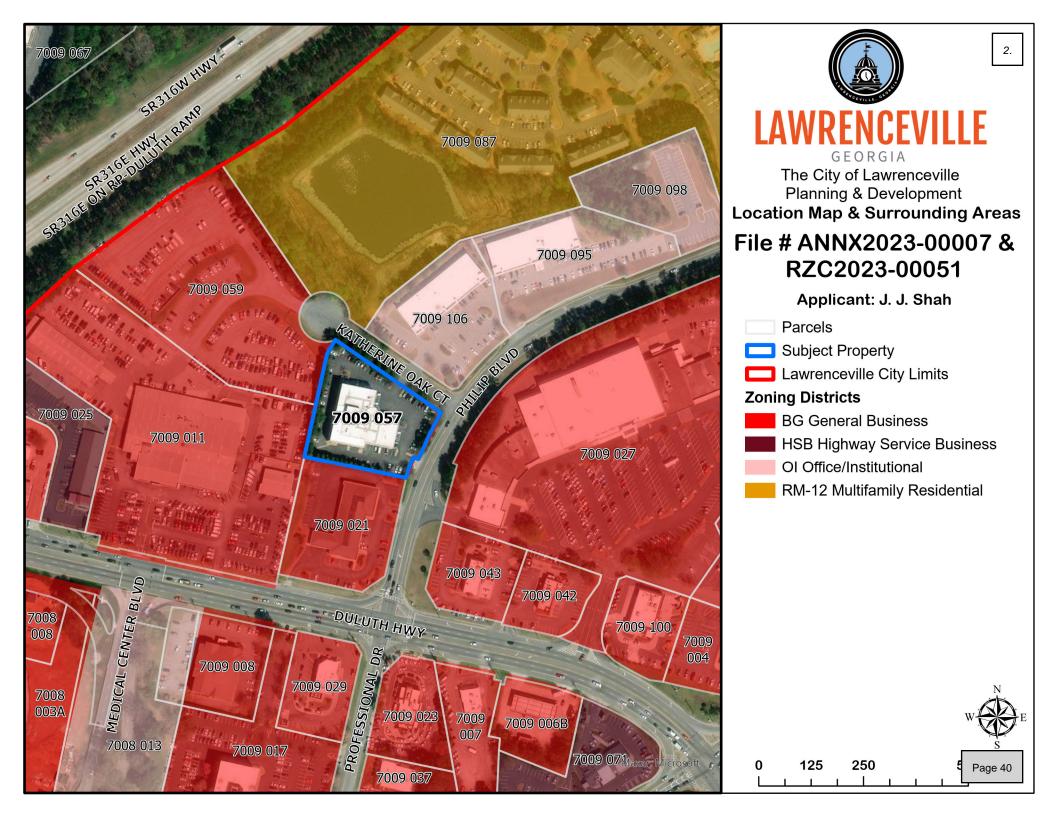


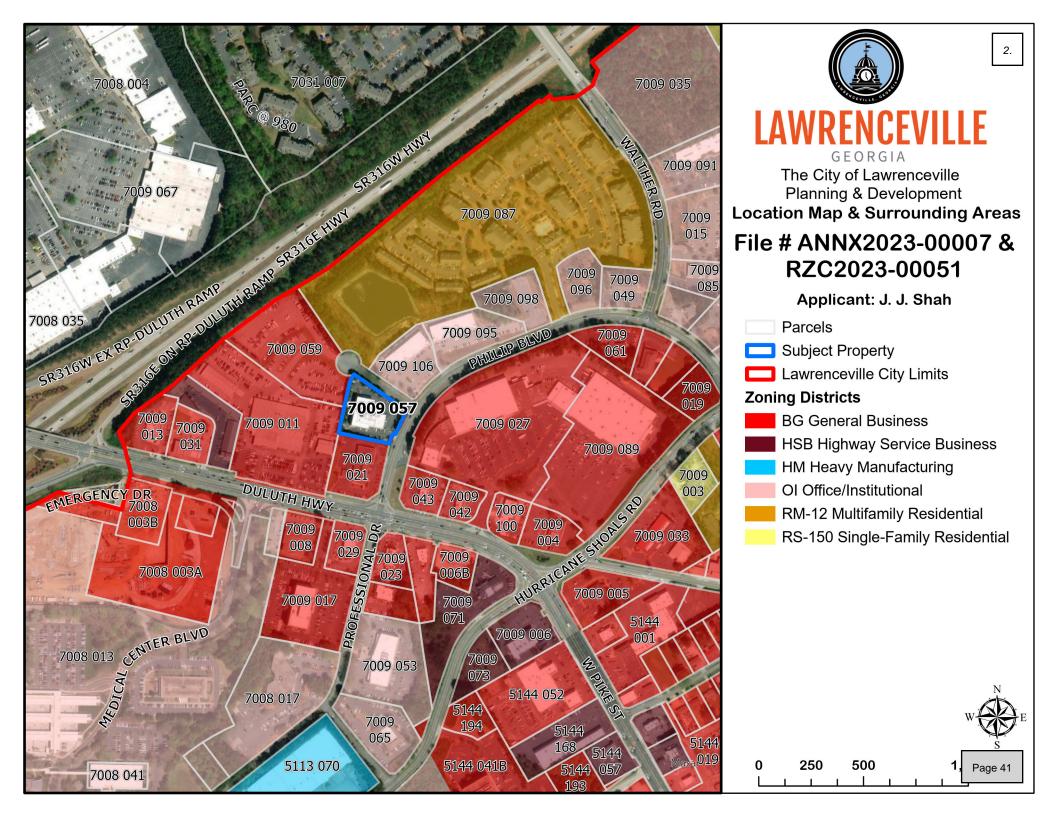
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AGENDA REPORT MEETING: WORK SESSION, JULY 19, 2023 AGENDA CATEGORY: GENERAL DISCUSSION ITEM

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

Department: Gas

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: \$642,272.40

Presented By: Todd Hardigree, Gas Director

Action Requested: Approval to renew On-Demand Installation of Gas Mains on an Annual

Contract to Harrison & Harrison, Inc. in the amount of \$642,272.40.

Summary: This is a demand service contract for labor and equipment to supplement the City of Lawrenceville's Gas Department workforce and will be used on an "as needed" basis. The materials are supplied by the department. The work to be performed consists of but is not limited to the installation of new 2", 4", and 6" plastic gas mains. This is the second of four renewal options. Pricing has increased 5% as stipulated in the agreement.

Background: The initial award was approved for \$582,560.00. The first renewal was approved for \$611,688.00.

Fiscal Impact: Amount not to exceed \$642,272.40. This project is funded by the Capital Outlay Fund (5164700.541000) Project 11-029.

Attachments/Exhibits: Bid Tabulation

SB001-22 On-Demand Installation of New Gas Mains on an Annual Contract **Gas Department**

Gas Depar	tinent			Harrison and	d Harrison, Inc.	
ITEM#	DESCRIPTION	APPROX	. QTY	UNIT PRICE	TOTAL PRICE	
1	2-inch polyethylene gas main	30,000	LF	\$5.79	\$173,643.75	
2	4-inch polyethylene gas main	10,000	LF	\$11.03	\$110,250.00	
3	6-inch polyethylene gas main	500	LF	\$15.44	\$7,717.50	
4	2-inch polyethylene gas main bore	5,000	LF	\$16.12	\$80,592.75	
5	4-inch polyethylene gas main bore	1,250	LF	\$25.36	\$31,696.88	
6	6-inch polyethylene gas main bore	200	LF	\$31.97	\$6,394.50	
7	2-inch polyethylene gas main directional rock bore	500	LF	\$74.55	\$37,275.53	
8	4-inch polyethylene gas main directional rock bore	500	LF	\$110.25	\$55,125.00	
9	6-inch polyethylene gas main directional rock bore	100	LF	\$145.53	\$14,553.00	
10	2" polyethylene valve installation	10	EA	\$55.13	\$551.25	
11	4" polyethylene valve installation	10	EA	\$55.13	\$551.25	
12	6" polyethylene valve installation	EA	\$55.13	\$55.13		
13	2" polyethylene main tie-in	10	EA	\$551.25	\$5,512.50	
14	4" polyethylene main tie-in	10	EA	\$937.13	\$9,371.25	
15	6" polyethylene main tie-in	2	EA	\$1,047.38	\$2,094.75	
16	1/2"-3/4" PE short side service, tap and tie over	30	EA	\$606.38	\$18,191.25	
17	1/2"-3/4" PE long side service, tap and tie over	30	EA	\$826.88	\$24,806.25	
18	2" PE short side service, tap and tie over	5	EA	\$826.88	\$4,134.38	
19	2" PE long side service, tap and tie over	5	EA	\$1,323.00	\$6,615.00	
20	4" PE short side service, tap and tie over	2	EA	\$1,378.13	\$2,756.25	
21	4" PE long side service, tap and tie over	2	EA	\$1,378.13	\$2,756.25	
22	2-inch tap, stop or bottom out steel tie in	2	EA	\$1,653.75	\$3,307.50	
23	4-inch tap, stop or bottom out steel tie in	2	EA	\$6,339.38	\$12,678.75	
24	6-inch tap, stop or bottom out steel tie in	1	EA	\$6,835.50	\$6,835.50	
25	Blast rock removal price per linear ft.	500	LF	\$48.51	\$24,255.00	
26	Placement of locate stations / markers	100	EA	\$5.51	\$551.25	
		T	OTAL	\$642	2,272.40	
Will vendor hold pricing firm? Renewal Option 1 5% Increase						
Will vendor hold pricing firm? Renewal Option 2 5% Increase						
	Will vendor hold pricing firm? Renewal Option 3 Percentage based on CPI increase					
	Will vendor hold pricing firm? Renewal Option 4			Percentage base	ed on CPI increase	

Recommended Vendor:

Harrison and Harrison, Inc. PO BOX 5635 Athens, GA 706-549-2555 jameshh@bellsouth.net



AGENDA REPORT
MEETING: WORK SESSION, JULY 19, 2023
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

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

Department: Gas

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: \$716,707.69

Presented By: Todd Hardigree, Gas Director

Action Requested: Approval to renew On-Demand Installation of Gas Services on an Annual

Contract to Harrison & Harrison, Inc. in the amount of \$716,707.69

Summary: This is a demand service contract for labor and equipment to supplement the City of Lawrenceville's Gas Department workforce and will be used on an "as needed" basis. The materials are supplied by the department. The work to be performed consists of, but is not limited to, installing new plastic gas services. This is the second of four renewal options. Pricing has increased 5% as stipulated in the agreement. The increase in Fiscal Impact is due to a projected increase in quantities for line item 2, $\frac{1}{2}$ - $\frac{3}{4}$ PE long side service and tap.

Background: The initial award was approved for \$473,900.00. The first renewal was approved for \$497,595.00.

Fiscal Impact: Amount not to exceed \$716,707.69. This project is funded by the Capital Outlay Fund (5164700.541000) Project 11-029.

Attachments/Exhibits: Bid Tabulation

BID TABULATION

SB002-22
On-Demand Installation of New Gas Services on an Annual Contract
Gas Department

Gas Depai	tinent				& Harrison, nc.
ITEM#	DESCRIPTION		ROX. ΓΥ	UNIT PRICE	TOTAL PRICE
1	1/2"-3/4" PE short side service and tap	667	EA	\$578.81	\$386,067.94
2	½" -3/4" PE long side service and tap	333	EA	\$826.88	\$275,349.38
3	2" polyethylene gas service – short side	15	EA	\$1,102.50	\$16,537.50
4	2" polyethylene gas service - long side	8	EA	\$1,378.13	\$11,025.00
5	4" polyethylene gas service – short side				
6	4" polyethylene gas service - long side	1	EA	\$2,756.25	\$2,756.25
7	³ / ₄ -inch farm tap up to 100'- short side	6	EA	\$1,323.00	\$7,938.00
8	³ / ₄ -inch farm tap up to 150'- long side	3	EA	\$1,764.00	\$5,292.00
9	Installation of service valves (all sizes)	30	EA	\$165.38	\$4,961.25
10	Blast rock removal price per linear ft.	100	LF	\$48.51	\$4,851.00
		T	OTAL	\$716	,707.69
	Will vendor hold pricing firm? Renewal Option 1			5 % Increase	
Will vendor hold pricing firm? Renewal Option 2					ncrease
Will vendor hold pricing firm? Renewal Option 3					used on (CPI) crease
	Will vendor hold pricing firm? Renewal Option 4			Percent based on (CPI) increase	

Recommended Vendor:

Harrison & Harrison Inc PO Box 5635 Athens, GA 30604 706-549-2555 jameyhh@bellsouth.net



AGENDA REPORT
MEETING: WORK SESSION, JULY 19, 2023
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Power Pole Replacement Service on an Annual Contract

Department: Electric

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: \$275,000.00

Presented By: Huston Gillis, Electric Director

Action Requested: Approval to renew Power Pole Replacement Service on an Annual

Contract to Over and Under General Contractors, Inc., in the amount of

\$275,000.00.

Summary: This is a demand contract for labor to replace utility power poles that have failed inspection. This contract will be used on an as-needed basis. The materials will be supplied by the Electric Department. This is the first of four renewal options. Pricing has increased 3% as stipulated in the agreement.

Background: Original awarded amount was \$240,000.00. Change orders 1 and 2 were added to add services and increase the contract value to \$263,000.00.

Fiscal Impact: Amount not to exceed \$275,000.00. This project is funded by the Contract Labor Fund (5104600.523850) and the Capital Outlay Fund (5104600.541000).

Attachments/Exhibits:

Bid Tabulation

SB015-22 Power Pole Replacement Services on an Annual Contract Electric Department

			Over and Under General Contractors, Inc.
ITEM#	DESCRIPTION	UNIT	UNIT PRICE
1	WOOD POLE, 30 FT CLASS 5	INSTALL	\$344.11
2	WOOD POLE, 35 FT CLASS 6	INSTALL	\$340.37
3	WOOD POLE, 40 FT CLASS 2	INSTALL	\$520.85
4	WOOD POLE, 45 FT CLASS 2	INSTALL	\$525.65
5	WOOD POLE, 50 FT CLASS 2	INSTALL	\$530.13
6	WOOD POLE, 55 FT CLASS 2	INSTALL	\$590.14
7	WOOD POLE, 60 FT CLASS 2	INSTALL	\$716.72
8	WOOD POLE, 65 FT CLASS 2	INSTALL	\$869.36
9	WOOD POLE, 70 FT CLASS 2	INSTALL	\$973.39
10	CONCRETE POLE, 30 FT CLASS 5	INSTALL	\$1,390.50
11	CONCRETE POLE, 35 FT CLASS 6	INSTALL	\$1,390.50
12	CONCRETE POLE, 40 FT CLASS 2	INSTALL	\$1,493.50
13	CONCRETE POLE, 45 FT CLASS 2	INSTALL	\$1,596.50
14	CONCRETE POLE, 50 FT CLASS 2	INSTALL	\$1,668.60
15	CONCRETE POLE, 55 FT CLASS 2	INSTALL	\$1,699.50
16	CONCRETE POLE, 60 FT CLASS 2	INSTALL	\$1,905.50
17	CONCRETE POLE, 65 FT CLASS 2	INSTALL	\$2,008.50
18	CONCRETE POLE, 70 FT CLASS 2	INSTALL	\$2,214.50
19	DUCTILE IRON POLE, 30 FT CLASS 5	INSTALL	\$344.11
20	DUCTILE IRON POLE, 35 FT CLASS 6	INSTALL	\$340.36
21	DUCTILE IRON POLE, 40 FT CLASS 2	INSTALL	\$520.85
22	DUCTILE IRON POLE, 45 FT CLASS 2	INSTALL	\$525.65
23	DUCTILE IRON POLE, 50 FT CLASS 2	INSTALL	\$865.55
24	DUCTILE IRON POLE, 55 FT CLASS 2	INSTALL	\$937.82

137	OH 1-PHASE PRIMARY TRANSFER	INSTALL	\$117.71
138	OH 2-PHASE PRIMARY TRANSFER	INSTALL	\$210.46
139	OH 3-PHASE PRIMARY TRANSFER	INSTALL	\$302.73
140	OH 1-PHASE PRIMARY RESAG	INSTALL	\$129.23
141	OH 2-PHASE PRIMARY RESAG	INSTALL	\$209.07
142	OH 3-PHASE PRIMARY RESAG	INSTALL	\$326.56
143	OH SECONDARY ASSEMBLY	INSTALL	\$47.46
144	OH SECONDARY RESAG	INSTALL	\$81.98
145	OH SERVICE ASSEMBLY	INSTALL	\$77.51
146	OH SERVICE MOVE	INSTALL	\$89.19
147	WIRE, #1/0 ACSR 6/1 RAVEN	INSTALL	\$1,177.25
148	WIRE, 336 ACSR 18/1 MERLIN	INSTALL	\$1,901.71
149	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	INSTALL	\$464.89
150	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	INSTALL	\$891.03
151	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	INSTALL	\$473.90
152	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	INSTALL	\$1,015.52
153	WIRE, OH, #1/0 AL QUAD XLP	INSTALL	\$902.69
154	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	INSTALL	\$1,090.75
155	WIRE, UG 1000MCM PRIMARY UG CABLE	INSTALL	\$1,451.37
156	WIRE, UG, #2/0,PRIMARY UG CABLE	INSTALL	\$663.88
157	WIRE, UG, #4/0 AL TRIPLEX XLP	INSTALL	\$870.84
158	ADDITIONAL GROUND TO NEUTRAL BOND	INSTALL	\$60.11
159	WOOD POLE, 30 FT CLASS 5	REMOVE	\$188.06
160	WOOD POLE, 35 FT CLASS 6	REMOVE	\$217.93
161	WOOD POLE, 40 FT CLASS 2	REMOVE	\$233.17
162	WOOD POLE, 45 FT CLASS 2	REMOVE	\$219.08
163	WOOD POLE, 50 FT CLASS 2	REMOVE	\$293.37
164	WOOD POLE, 55 FT CLASS 2	REMOVE	\$315.96

165	WOOD POLE, 60 FT CLASS 2	REMOVE	\$334.77
166	WOOD POLE, 65 FT CLASS 2	REMOVE	\$379.41
167	WOOD POLE, 70 FT CLASS 2	REMOVE	\$430.91
168	CONCRETE POLE, 30 FT CLASS 5	REMOVE	\$1,545.00
169	CONCRETE POLE, 35 FT CLASS 6	REMOVE	\$1,648.00
170	CONCRETE POLE, 40 FT CLASS 2	REMOVE	\$1,751.00
171	CONCRETE POLE, 45 FT CLASS 2	REMOVE	\$1,854.00
172	CONCRETE POLE, 50 FT CLASS 2	REMOVE	\$1,957.00
173	CONCRETE POLE, 55 FT CLASS 2	REMOVE	\$2,060.00
174	CONCRETE POLE, 60 FT CLASS 2	REMOVE	\$2,575.00
175	CONCRETE POLE, 65 FT CLASS 2	REMOVE	\$3,090.00
176	CONCRETE POLE, 70 FT CLASS 2	REMOVE	\$3,605.00
177	DUCTILE IRON POLE, 30 FT CLASS 5	REMOVE	\$208.64
178	DUCTILE IRON POLE, 35 FT CLASS 6	REMOVE	\$238.81
179	DUCTILE IRON POLE, 40 FT CLASS 2	REMOVE	\$253.77
180	DUCTILE IRON POLE, 45 FT CLASS 2	REMOVE	\$294.99
181	DUCTILE IRON POLE, 50 FT CLASS 2	REMOVE	\$361.22
182	DUCTILE IRON POLE, 55 FT CLASS 2	REMOVE	\$386.48
183	DUCTILE IRON POLE, 60 FT CLASS 2	REMOVE	\$494.61
184	DUCTILE IRON POLE, 65 FT CLASS 2	REMOVE	\$525.92
185	DUCTILE IRON POLE, 70 FT CLASS 2	REMOVE	\$675.14
186	COMPOSITE POLE, 30 FT CLASS 5	REMOVE	\$188.06
187	COMPOSITE POLE, 35 FT CLASS 6	REMOVE	\$218.21
188	COMPOSITE POLE, 40 FT CLASS 2	REMOVE	\$233.17
189	COMPOSITE POLE, 45 FT CLASS 2	REMOVE	\$219.08
190	COMPOSITE POLE, 50 FT CLASS 2	REMOVE	\$293.37
191	COMPOSITE POLE, 55 FT CLASS 2	REMOVE	\$315.96
192	COMPOSITE POLE, 60 FT CLASS 2	REMOVE	\$334.77
193	COMPOSITE POLE, 65 FT CLASS 2	REMOVE	\$379.41

194	COMPOSITE POLE, 70 FT CLASS 2	REMOVE	\$430.91
195	SPLIT BOLT ON EXISTING POLE TOP	REMOVE	\$20.36
196	LIGHT, FLOOD	REMOVE	\$67.73
197	LIGHT, ROADWAY	REMOVE	\$67.73
198	LIGHT, SECURITY	REMOVE	\$68.52
199	LIGHT ARM, 2'	REMOVE	\$26.28
200	LIGHT ARM, 12'	REMOVE	\$39.41
201	OH TRANSFORMER 10KVA - 75 KVA	REMOVE	\$189.23
202	OH TRANSFORMER BANK, -XX KVA	REMOVE	\$335.40
203	OH TRANSFORMER BANK, 3-XX KVA	REMOVE	\$463.88
204	PLATFORM MOUNT TRANSFORMER BANK	REMOVE	\$407.39
205	UG PRI SPLICE, 1/0 CABLE	REMOVE	\$137.96
206	UG PRI SPLICE, 1000 MCM CABLE	REMOVE	\$137.96
207	UG SEC SPLICE, #2	REMOVE	\$38.75
208	UG SEC SPLICE, #2/0	REMOVE	\$41.36
209	UG SEC SPLICE, 350 MCM	REMOVE	\$38.75
210	UG SEC SPLICE, #4/0	REMOVE	\$41.36
211	UG SEC SPLICE, #6	REMOVE	\$38.75
212	SHIELD, 2"	REMOVE	\$171.87
213	SHIELD, 4"-6"	REMOVE	\$171.87
214	TRANSFER UG SERVICE RISER TO NEW POLE	REMOVE	\$381.92
215	HAND TRENCHING AND DIGGING (BY THE FOOT)	REMOVE	\$20.17
216	UG TERM ASSEM,1PH,1/0	REMOVE	\$175.20
217	UG TERM ASSEM,2PH,1/0	REMOVE	\$262.73
218	UG TERM ASSEM,3PH,1/0	REMOVE	\$437.99
219	UG TERM ASSEM,3PH,1000	REMOVE	\$1,949.05
220	1PH, 0-5 DEG	REMOVE	\$43.98
221	1PH, 5-30 DEG	REMOVE	\$49.84

BID TABULATION

250	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$134.38
251	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$172.85
252	GUY, SIDEWALK TYPE (REQUIRES PIPE)	REMOVE	\$62.54
253	GUY INSULATOR, POLE ATTACH	REMOVE	\$7.42
254	GUY INSULATOR, MID GUY	REMOVE	\$9.37
255	ANCHOR, BUST/EXPANSION	REMOVE	\$157.71
256	REPULL EXISTING GUY	REMOVE	\$95.44
257	GROUNDING ASSEMBLY, GROUND ROD TYPE	REMOVE	\$14.61
258	IN LINE SWITCH,600A	REMOVE	\$219.51
259	SWITCH,GANG OPER, 3PH, HORIZ	REMOVE	\$957.06
260	SWITCH,GANG OPER, 3PH, VERT	REMOVE	\$957.06
261	3 PHASE HANGING ARRESTER	REMOVE	\$132.20
262	ARRESTER, PRI-DIST	REMOVE	\$54.01
263	SWITCH AND ARRESTER ON POLE	REMOVE	\$121.60
264	JUMPER INSTALLATION (6 CU)	REMOVE	\$25.50
265	JUMPER INSTALLATION (4-1/0)	REMOVE	\$32.54
266	JUMPER INSTALLATION (2/0-336)	REMOVE	\$44.64
267	JUMPER INSTALLATION (477-795)	REMOVE	\$57.38
268	ARMOR ROD, PF, (#2/0-336)	REMOVE	\$25.50
269	ARMOR ROD, PF, (#4-1/0)	REMOVE	\$25.50
270	ARMOR ROD, PF, (#477-795)	REMOVE	\$25.50
271	FULL TENSION SLEEVES, (#2/0-336)	REMOVE	\$74.16
272	FULL TENSION SLEEVES, (#4-1/0)	REMOVE	\$74.16
273	FULL TENSION SLEEVES, (#477-795)	REMOVE	\$74.16
274	QUICKIE SLEEVES, (#2/0-336)	REMOVE	\$49.44
275	QUICKIE SLEEVES, (#4-1/0)	REMOVE	\$49.44
276	HOTLINE CLAMP	REMOVE	\$14.61
277	CROSSARM BRACES, WOOD & BOLTS	REMOVE	\$40.18

REMOVE

REMOVE

304

305

OH SERVICE MOVE

WIRE, #1/0 ACSR 6/1 RAVEN

\$86.59

\$454.91

206	WHITE AND A COR 10/1 MEDITOR	DEMONE	Φ0.4 7 .20
306	WIRE, 336 ACSR 18/1 MERLIN	REMOVE	\$847.39
307	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	REMOVE	\$332.48
308	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	REMOVE	\$437.42
309	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	REMOVE	\$332.39
310	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	REMOVE	\$445.39
311	WIRE, OH, #1/0 AL QUAD XLP	REMOVE	\$468.55
312	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	REMOVE	\$488.92
313	WIRE, UG 1000MCM PRIMARY UG CABLE	\$845.49	
314	WIRE, UG, #2/0,PRIMARY UG CABLE	REMOVE	\$382.69
315	WIRE, UG, #4/0 AL TRIPLEX XLP	REMOVE	\$550.14
316	RSOP SAW OFF POLE	REMOVE	\$110.76
317	ADDITIONAL GROUND ROD (CO1)	INSTALL	\$10.30
318	FLAT RATE FOR EMERGENCY SERVICE RESTRUCTION TWO (2) HOURS	SPONSE WITHIN	\$587.99
		\$120,710.16	
Will ven	dor hold pricing firm? Renewal Option 1	3% increase	
Will ven	dor hold pricing firm? Renewal Option 2	3% increase	
Will ven	dor hold pricing firm? Renewal Option 3	3% increase	
Will ven	dor hold pricing firm? Renewal Option 4	5% increase	

Recommended vendor:

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



AGENDA REPORT
MEETING: WORK SESSION, JULY 19, 2023
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Purchase of 2500 KVA Transformers

Department: Electric

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: \$737,600.00

Presented By: Huston Gillis, Electric Director

Action Requested: Ratification of Purchase of 2500 KVA Transformers to the second low

bidder, JCL Energy, LLC in the amount of \$737,600.00. Authorization for City Manager to approve price adjustments due to market volatility.

Summary: This purchase is to provide multiple 2500 KVA transformers for the Northside Hospital Gwinnett expansion project. Due to supply chain constraints, lengthy lead times, and raw material volatility, the purchase was made as the transformers became available. The second low bidder was the only firm able to provide the transformers in a timely manner. The low bidder could not deliver the transformers until the 4th quarter of 2025.

Fiscal Impact: Amount of \$737,600.00. This purchase is funded by the Capital Outlay Fund (5114600.541000). Project 06-040.

Attachments/Exhibits:

Bid Tabulation

Purchase of 2500 KVA Transformers

Electric Department

Electric Department			JCL Energy, LLC		Gresco Utility Supply		Stuart C. Irby Co., Inc.		
ITEM #	DESCRIPTION	APPI QT	ROX. 「Y	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2500 KVA Transformers	8	EA	\$92,200.00	\$737,600.00	\$91,336.00	\$730,688.00	N/B	N/B
		TOTAL		\$737,600.00		\$730,688.00		N/B	



AGENDA REPORT MEETING: WORK SESSION, JULY 19, 2023

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Comprehensive Field Data Collection for the Inventory of Overhead and

Underground Electrical Utility Assets

Department: Information Technology

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: \$595,000.00

Presented By: Kyle Parker, Information Technology Director

Action Requested: Award Comprehensive Field Data Collection for the Inventory of

Overhead and Underground Electrical Utility Assets to the highestscoring responsive firm, Surveying And Mapping, LLC, amount not to exceed \$595,000.00. Authorization for Mayor to execute contracts subject

to approval by the City Attorney. Contracts to follow award.

Summary: This project is to provide comprehensive field data collection aimed at inventorying all of the City's overhead and underground electrical utility assets. The data collected will then be mapped on the City's GIS system.

Fiscal Impact: Amount not to exceed \$595,000.00. This project is funded by \$345,000 from the IT Department's Capital Outlay Fund (3551535.541000), Project #02-005 and \$250,000 from the Electric Department.

Attachments/Exhibits:

Score Tabulation
Cost Tabulation

RP004-23

Comprehensive Field Data Collection for the Inventory of Overhead and Underground Electrical Utility Assets

IT / GIS Departments

			Lakeside Environmental Consultants, LLC	MKS Utility Solutions, LLC	Surveying And Mapping, LLC
ITEM	POINTS				
	ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	10	Project understanding	7.5	N/R	8.75
B.	20	Experience and qualifications	11.25	N/R	19.5
C.	20	Methodology for the data collection	14.75	N/R	16.5
D.	25	Methodology for the deliverables	17.25	N/R	24
E.	15	Training	10.25	N/R	14.75
F.	10	Pricing	6	N/R	10
G.	20	Optional Interview	N/A	N/A	N/A
	120	TOTAL	67	0	93.5

Recommended Vendor:

Surveying And Mapping, LLC 115 Westridge Industrial Blvd. McDonough, GA 30253

P: 470-737-1735 Email: gis@sam.biz

RP004-23 Comprehensive Field Data Collection for the Inventory of Overhead and Underground Electrical Utility Assets IT / GIS Departments

Lakeside Environmental Consultants, LLC						MKS Utility Solutions, LLC			
Item#	Description	Cost per Unit	Cost per unit with Pole Tagging (Option 2)	Cost per unit with Hammer Testing (Option 3)	Cost per unit with Pole Tagging and Hammer Testing (Option 4)	Cost per Unit	Cost per unit with Pole Tagging (Option 2)	Cost per unit with Hammer Testing (Option 3)	Cost per unit with Pole Tagging and Hammer Testing (Option 4)
1	Pole	\$79.84	\$83.50	\$79.84	\$83.50	N/R	N/R	N/R	N/R
2	Pad	\$37.26	N/A	N/A	N/A	N/R	N/R	N/R	N/R
3	Meter	\$37.26	N/A	N/A	N/A	N/R	N/R	N/R	N/R
4	Streetlight (If separate from Pole cost)	\$37.26	N/A	N/A	N/A	N/R	N/R	N/R	N/R

			Surveying	And Mapping, LLC	
Item#	Description	Cost per Unit	Cost per unit with Pole Tagging (Option 2)	Cost per unit with Hammer Testing (Option 3)	Cost per unit with Pole Tagging and Hammer Testing (Option 4)
1	Pole	\$35.50	\$44.50	\$45.50	\$52.50
2	Pad	\$24.30	N/A	N/A	N/A
3	Meter	\$22.35	N/A	N/A	N/A
4	Streetlight (If separate from Pole cost)	N/A	N/A	N/A	N/A



AGENDA REPORT
MEETING: WORK SESSION
AGENDA CATEGORY: GENERAL DISCUSSION

Item: Approval and ratification of renewal of property and casualty insurances

Department: City Manager

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: \$1,120,401

Presented By: Michael Fischer, Assistant City Manager

Action Requested: Approval and ratification of renewal of property and casualty insurances

Summary: The City received our renewal quote for property and casualty insurance coverages too late to get it on the agenda for the June 21, 2023 meeting. We have approved the renewal for continuity of coverage starting July 1st and need Council to ratify the renewal. This quote was procured through our broker.

Fiscal Impact: Cost for insurance is \$1,120,401.00.

Attachments/Exhibits: Summary of costs for various coverages.

Premium Summary

Policy	Expiring Premium	Renewal Premium
General Liability	\$135,504	\$155,172
Public Officials' Liability	\$39,621	\$45,275
Employment Practices Liability	\$96,821	\$141,218
Law Enforcement Liability	\$82,623	\$94,269
Auto Liability	\$104,440	\$142,422
Auto Physical Damage	\$91,497	\$118,576
Property	\$115,079	\$164,528
Equipment Breakdown	N/A	\$6,402
Inland Marine	\$9,279	\$9,492
Excess Liability	\$122,900	\$153,433
Drone Liability	\$1,864	\$5,283
Crime	\$4,331	\$4,331
MMA Fee	\$80,000	\$80,000
Program Total	\$888,458	\$1,120,401

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Binding Subjectivities

- Signed SOV, automobile and inland marine schedules (Attached) Inland marine should be review and changes marked on the schedule and returned
- TRIA Property- please return the form with the bottom section completed and signed if the insured wishes to reject TRIA
- TRIA Casualty form requires the insured make their selection of accepting or rejecting TRIA





AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: GENERAL DISCUSSION

Item: City of Lawrenceville Banking Services

Department: Finance

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: N/A

Presented By: Keith Lee, Chief Financial Officer

Action Requested: Discussion to award Banking Services on an Annual Contract to the

highest-scoring firm, JPMorgan Chase Bank, N.A. in the amount of \$51,896.28. Authorization for Mayor to execute contracts subject to

approval by the City Attorney. Contracts to follow award.

Summary: In March 2023, the City issued a Request for Proposal: RFP003-23 Banking Services on Annual Contract. The City's objective of this request for proposal is to ensure the highest degree of safety for its financial assets while at the same time managing its banking relations in a cost-efficient manner.

The RFP included the following services:

- Bank Accounts and online reporting
- Remote Deposit
- Lockbox Services including electronic and mail payments
- Wire Transfers
- Master Lease Agreement (will require approval of Master Lease Agreement as a separate item)
- Safekeeping Services for investments
- Electronic Accounts Payable
- Positive Pay & ACH Block Account Protection
- Other services related to banking

Fiscal Impact: Amount of \$51,896.28. This contract is funded by the Bank Charges 1001510-523620.

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: FEBRUARY 14, 2020

Lessee: SAMPLE GHHN

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the lessee identified above ("Lessee").

- 1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.
- 2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.
- 3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

- 4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).
- 4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.
- 4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

- 5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.
- 5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.
- 5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e)

the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

- 6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.
- 6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.
- 7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessor, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

- 8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.
- 8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.
- 8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

- 9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.
- 10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.
- 11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

- 12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.
- 12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

- 13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.
- 13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.
- 13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the sum of the differences between (i) each scheduled interest payment which would have been made on the Termination Value if such Casualty Loss payment had not occurred and (ii) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the Loss Payment Due Date (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lessor shall be deemed to have entered into when the Lease was originally funded, with each such difference discounted to a present value as of the date of payment using the fixed interest rate of the Replacement Swap as the applicable discount rate; the Lessee acknowledges that the Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging

transactions have in fact occurred or occurred precisely as stated with respect to the Lease; all calculations and determinations by the Lessor of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

- 14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.
- 14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.
- 15. NO PREPAYMENT. Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.
- 16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

- 17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.
- 17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or



(2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

- 18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.
- 18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.
- 18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.
- 18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- 19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.
- 20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:
- (a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;
- (b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

- (c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;
 - (d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;
- (e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or
- (f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

- 21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.
- 22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").
- 23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor 1111 Polaris Parkway, Suite N4 (OH1-1085), Columbus, Ohio 43240, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.
- 24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.
- 25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.
- 26. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lesser and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.
- 27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect

to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. WAIVER OF IMMUNITY. Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, exercise of contempt powers, or otherwise) in any forum with respect to this Master Lease, any Lease and the transactions contemplated hereby and thereby. Lessor shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief.

29. GOVERNMENT REGULATION; ANTI-CORRUPTION:

- (a) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or any of its subsidiaries or its or their respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.
- (b) Definitions. For the purposes of this Section 29, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions- related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.
- 30. **OFFSHORING.** Certain services may be performed by Lessor or any affiliate, including affiliates, branches or units located in any country in which Lessor conducts business or has a service provider. The Lessee authorizes Lessor to transfer Lessee information to such affiliates, branches or units at such locations as the Lessor deems appropriate. Lessor reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

SAMPLE GHHN (Lessee)	JPMORGAN CHASE BANK, N.A. (Lessor)		
Ву:	Ву:		
Title:	Title: Authorized Officer		

MASTER LEASE-PURCHASE ADDENDUM

(For Local Government Leases - Excluding School Districts in Georgia)

Master Lease-Purchase Agreement Date:		
Lessee: SAMPLE GHHN		

Reference is made to the above Master Lease-Purchase Agreement ("Master Lease") by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Leases, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. ORIGINAL TERM AND RENEWAL TERMS. The entire Section 3 of the Master Lease is amended and restated as follows:

3. TERM.

- (a) The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rent Payment stated in the Payment Schedule to such Lease is due and payable.
- (b) The Original Term of each Lease will commence on the first date any of the Equipment is accepted by Lessee pursuant to Section 5 hereof and shall extend to the last day of the fiscal year of Lessee in which such commencement date occurs. Each Renewal Term of a Lease shall be twelve months, shall correspond to Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term of a Lease shall be such lesser number of months as may be necessary to extend the Lease Term of the Lease to the date that the last Rent Payment stated in the Payment Schedule is due and payable.
- (c) The Original Term of each Lease shall terminate on the last day of the fiscal year of Lessee that corresponds to the Original Term and each Renewal Term shall terminate on the last day of the fiscal year of Lessee that corresponds to said Renewal Term; provided, that the Original Term and each Renewal Term of each Lease shall be renewed for the succeeding Renewal Term if a Renewal Act is taken by Lessee. "Renewal Act" means the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term; provided, that the act of the governing body of Lessee whereby it appropriates funds to pay Rent Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee."
- 2. EFFECT OF NON-RENEWAL BY LESSEE. The entire Section 6 of the Master Lease is amended and restated as follows:

6. TERMINATION FOR NON-RENEWAL.

- 6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor; provided, that Lessee's governing body retains unrestricted authority to approve or reject any request for appropriations to make any Rent Payments. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.
- 6.2 If Lessee fails to renew a Lease Term of a Lease as provided above, then a "Non-Renewal Event" shall be deemed to have occurred. If a Non-renewal Event occurs, then: (a) Lessee shall give Lessor prompt written notice of such Non-Renewal Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Page 1 of 2

Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease."

- 3. NO LEASE SCHEDULE HAS BEEN THE SUBJECT OF A FAILED REFERENDUM. For each Schedule, Lessee represents and warrants that no items of Equipment were intended to be funded by any of the proceeds of any proposed issue of bonds or similar indebtedness that was submitted to the electors of Lessee or that was the subject of a referendum of the voters of Lessee if said issue of bonds or similar indebtedness failed to receive the approval of said electors or voters within the four (4) calendar years preceding the date of the Schedule.
- 4. LEASE SCHEDULE PLUS OTHER DEBT DO NOT EXCEED CONSTITUTIONAL & STATUTORY LIMITS. For each Schedule, Lessee represents and warrants that the principal amount of such Schedule, when added to the amount of debt incurred by Lessee does not exceed the limitation set forth in Ga. Code Ann. Section 36-60-13(e), the Constitution of the State of Georgia or any other applicable law.
- TOTAL CALENDAR YEAR OBLIGATION STATED IN EACH PAYMENT SCHEDULE. Lessee acknowledges that the total amount of the obligation of Lessee for Rent Payments under each Schedule for each calendar year is set forth on the Payment Schedule to the applicable Schedule.
- 6. LESSOR RETAINS LEGAL TITLE TO THE EQUIPMENT. Sections 8.1 and 8.2 of the Master Lease are deleted and replaced with the following:
 - "8.1 During the Lease Term of each Lease and until Lessee pays and performs in full all of its obligations under such Lease for its entire Lease Term, Lessor shall retain legal title to the Equipment. For each Lease, if Lessee pays all of the Rental Payments for its entire Lease Term as set forth in the Payment Schedule to such Lease and pays and performs in full all of its other obligations under such Lease for its entire Lease Term or if Lessee exercises its purchase option under section 15 of the Master Lease for such Lease and pays the full amount due under said section 15, then Lessor shall transfer to Lessee all of Lessor's right, title and interest in the Equipment on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any Liens created by Lessor.

"8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in Lessee's rights and interests in any and all of the Equipment (now existing or hereafter acquired), including, without limitation, Lessee's leasehold rights in all Equipment under the Leases, and in any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto."

Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. This Addendum shall control in the event of any conflict between its terms and conditions and the terms and conditions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

(Lessee)	(Lessor)
Ву:	Ву:
Title:	Title: Authorized Officer



AGENDA REPORT
MEETING: WORK SESSION, JULY 19, 2023
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Design Management and Production Services on an Annual Contract

Department: Community Relations / Finance

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: \$135,000.00

Presented By: Melissa Hardegree, Chief Communications Officer

Keith Lee, Chief Financial Officer

Action Requested: Approval to renew Design Management and Production Services on an

Annual Contract with Marbury Creative Group, LLC in the amount of

\$135,000.00.

Summary: This contract provides literature development, project management of major annual print/design projects, logo design and development, management of advertising schedules and advertising design in conjunction with Communications Staff, and online design services, including but not limited to web skins, microsite development, and other aspects of online design. This is the second of four renewal options. There is a 5% increase as stipulated in the contract.

Background: Requests for proposals were sent out in June of 2021 with Marbury Creative Group, LLC being scored the highest out of five submissions. The contract was awarded for \$90,000.00 with City Manager approval. The first renewal was approved for \$94,000.00 by the City Manager.

Fiscal Impact: Amount not to exceed \$135,000.00. This project is funded by the Design Services Fund (1001570.523926).

Attachments/Exhibits:

Cost Tabulation

BID TABULATION

RP001-22
Design Management and Production Services on an Annual Contract
Community Development

	unity Development			Marbury Creat	ive Group, LLC
ITEM#	DESCRIPTION	APPRO	X. QTY	UNIT PRICE	TOTAL PRICE
1	Retainer Fee	12	Mo	\$8,269.00	\$99,228.00
		1	OTAL	\$99,2	28.00
Will ve	ndor hold pricing firm? Renewal Option 1	\$7,875.00			
Will ve	Will vendor hold pricing firm? Renewal Option 2 \$8,269.00		59.00		
Will vendor hold pricing firm? Renewal Option 3 \$8,682.00			82.00		
Will vendor hold pricing firm? Renewal Option 4				\$9,11	16.00



AGENDA REPORT
MEETING: WORK SESSION, JULY 19, 2023
AGENDA CATEGORY: GENERAL DISCUSSION

Item: Discussion on City Housing Priorities

Department: City Administration

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: None

Presented By: Chuck Warbington, City Manager

Action Requested: Adoption of Housing Priorities

Summary: A discussion will be made to outline Housing Priorities for the City that will give staff direction on providing objectives to meet those priorities.7-



AGENDA REPORT MEETING: WORK SESSION AGENDA CATEGORY: DISCUSSION OF GENERAL BUSINESS

Item: Mayor and Council Salaries

Department: Mayor and Council

Date of Meeting: Wednesday, July 19, 2023

Fiscal Impact: \$20,000 for salary increases were budgeted for FY 2024

Presented By: Keith Lee, Chief Financial Officer

Action Requested: Discuss Mayor and Council Salaries

Summary: As Part of the Fiscal Year 2024 Budget \$20,000 was budgeted for an increase to Mayor and Council Salaries. We have checked with surrounding communities and we are recommending an annual salary of \$20,000 for the Mayor and \$12,600 for the Council.

	Mayor	Council	Population
Decatur	\$15,000/year	\$12,000/year	24,814
Marietta	\$25,200/year	\$18,900/year	60,972
Suwanee	\$15,000/year	\$9,000/year	20,907
Snellville	\$12,000/year	\$8,000/year	20,475
Norcross	\$10,350/year	\$8,100/year	17,413
Duluth	\$6000/year, plus \$150 per meeting	\$2,400/year, plus \$150 per meeting	29,609
Loganville	\$12,000/year	\$6,000/year	13,810
Sugar Hill	\$5,400/year	\$3,600/year	24,617
Peachtree Corners	\$9,000	\$8,000	43,516

Fiscal Impact: The City Budgeted \$20,000 for FY 2024 for salary increases