



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, August 24, 2020
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. July 27, 2020 Special Call
2. July 27, 2020 Special Call and Executive Session
3. July 27, 2020 Regular Meeting
4. August 12, 2020 Special Call
5. August 12, 2020 Work Session and Executive Session

Proclamations

6. Proclamation for Purple Heart City

Announcements

Public Comment

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

Consent Agenda

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

- [7.](#) Purchase of Electrical Wood Poles - CCA on an Annual Contract

- [8.](#) Purchase of Electrical Materials on a Six-Month Contract
- [9.](#) Purchase of Natural Gas Materials on a Six-Month Contract
- [10.](#) Memorandum of Agreement with Gwinnett County to provide Long-Term Ambient Trend Monitoring and Macroinvertebrate Bioassessment Monitoring Data
- [11.](#) Purchasing Ordinance Amendment

Public Hearing Old Business

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

- [12.](#) RZC2020-00016 & SUP2020-00032; Family Promise of Gwinnett County; 757 Moon Road
- [13.](#) SU-18-21, Gann Enterprises Inc., c/o Andersen, Tate & Carr, P.C.; 45 East Crogan Street

Council Business Old Business

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

- [14.](#) LPAC Construction Material Testing and Special Inspections Change Order 1
- [15.](#) Resolution to approve Customer Service Policy

Council Business New Business

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

- [16.](#) Intergovernmental Agreement with DDA for Purchase of 512 W Crogan St

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, AUGUST 24, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Electrical Wood Poles - CCA on an Annual Contract
Department:	Electric
Date of Meeting:	Monday, August 24, 2020
Fiscal Impact:	\$119,440.00
Presented By:	Barry Mock
Action Requested:	Award Purchase of Electrical Wood Poles - CCA on an Annual Contract to low bidder, T. R. Miller Mill Co. in the amount of \$119,440.00.

Summary: This contract will provide electrical wood poles for new installations, replacement of existing poles that have outlived their useful life, and poles damaged by storms or other means.

Fiscal Impact: Amount of \$119,440.00. This contract is funded by the Capital Outlay Fund (5114600.541000).

Attachments/Exhibits:

Bid Tabulation

AQ010-20
Purchase of Electrical Wood Poles on an Annual Contract
Electric Department

				Ace Pole Company		Brown Wood Preserving Co., Inc.		Koppers Utility and Industrial Products		T.R. Miller Mill Co.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	30' – Class 4 Wood Pole - CCA	60	EA	\$115.00	\$6,900.00	\$123.00	\$7,380.00	\$121.00	\$7,260.00	\$107.00	\$6,420.00
2	30' – Class 5 Wood Pole - CCA	60	EA	\$92.00	\$5,520.00	\$106.00	\$6,360.00	\$100.50	\$6,030.00	\$93.00	\$5,580.00
3	35' – Class 5 Wood Pole - CCA	60	EA	\$117.00	\$7,020.00	\$133.00	\$7,980.00	\$126.50	\$7,590.00	\$123.00	\$7,380.00
4	40' – Class 2 Wood Pole - CCA	60	EA	\$242.00	\$14,520.00	\$311.00	\$18,660.00	\$291.50	\$17,490.00	\$235.00	\$14,100.00
5	45' – Class 2 Wood Pole - CCA	60	EA	\$302.00	\$18,120.00	\$354.00	\$21,240.00	\$333.00	\$19,980.00	\$284.00	\$17,040.00
6	50' – Class 2 Wood Pole - CCA	60	EA	\$352.00	\$21,120.00	\$428.00	\$25,680.00	\$382.00	\$22,920.00	\$357.00	\$21,420.00
7	55' – Class 2 Wood Pole - CCA	60	EA	\$471.00	\$28,260.00	\$495.00	\$29,700.00	\$451.00	\$27,060.00	\$412.00	\$24,720.00
8	60' – Class 2 Wood Pole - CCA	20	EA	\$612.00	\$12,240.00	\$639.00	\$12,780.00	\$596.00	\$11,920.00	\$519.00	\$10,380.00
9	65' – Class 2 Wood Pole - CCA	20	EA	\$929.00	\$18,580.00	\$883.00	\$17,660.00	\$785.00	\$15,700.00	\$620.00	\$12,400.00
	TOTAL			\$132,280.00		\$147,440.00		\$135,950.00		\$119,440.00	
Will vendor hold pricing firm? Renewal Option 1				0%		0%		0%		3% if necessary	
Will vendor hold pricing firm? Renewal Option 2				0%		0%		0%		0%	
Will vendor hold pricing firm? Renewal Option 3				0%		0%		0%		3% if necessary	
Will vendor hold pricing firm? Renewal Option 4				0%		0%		0%		0%	

Recommended vendor:

T. R. Miller Mill Co.
 215 Deer Street
 Brewton, AL 36426
 P: 251-867-1241
 F: 251-867-6882
jsalter@trmillermill.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, AUGUST 24, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Electrical Materials on a Six-Month Contract
Department:	Electric
Date of Meeting:	Monday, August 24, 2020
Fiscal Impact:	\$580,211.30
Presented By:	Barry Mock
Action Requested:	Award Purchase of Electrical Materials on a Six-Month Contract to the following low responsive bidders: American Wire Group, Inc. in the amount of \$37,990.60, Anixter Utility Power Solutions in the amount of \$19,160.20, Gresco Utility Supply in the amount of \$127,004.50, Stuart C. Irby Co., Inc. in the amount of \$147,099.00, Tri-State Utility Products, Inc. in the amount of \$75,038.00, and Wesco Distribution, Inc. in the amount of \$173,919.00.

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

Fiscal Impact: Amount of \$580,211.30. This contract is funded by the Capital Outlay Fund (5104600.541000) and Supplies-Distribution System Fund (5104600.531125).

Attachments/Exhibits:
Bid Tabulation

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

				American Wire Group, Inc.		Anixter Utility Power Solutions		Gresco Utility Supply	
ITE M #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	20A 13Term CT Meterbase w/ bypass (Ringless)RL AUTO BY OU	20	EA	\$117.18	\$2,343.60	\$133.85	\$2,677.00	\$170.75	\$3,415.00
2	Clearseal Padlock Meter Seal (Clear w/Red opaque insert)	2,000	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
3	Clearseal Padlock Meter Seal (Clear w/Blue opaque insert)	4,000	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
4	1-PH, Fiberglass Vertical Pin Insulator Bracket, 18" long, 2"	30	EA	N/B	\$0.00	\$62.85	\$1,885.50	\$63.00	\$1,890.00
5	1-PH, Fiberglass Vertical Pin Insulator Bracket, 24", 2"	30	EA	N/B	\$0.00	\$77.70	\$2,331.00	\$67.25	\$2,017.50
6	2-PH, Fiberglass Vertical Pin Insulator Bracket, 36" 2"	30	EA	N/B	\$0.00	\$121.95	\$3,658.50	\$122.00	\$3,660.00
7	2-PH, Fiberglass Vertical Pin Insulator Bracket, 48", 2"	30	EA	N/B	\$0.00	\$121.05	\$3,631.50	\$122.00	\$3,660.00
8	Fiberglass Deadend Arm, 96" long.	30	EA	\$226.87	\$6,806.10	\$196.60	\$5,898.00	\$222.00	\$6,660.00
9	Fiberglass Tangent Arm, 96" long, 4"x6" w/o eyebolt	30	EA	\$276.85	\$8,305.50	\$253.40	\$0.00	N/B	\$0.00
10	Fiberglass Cutout & Arr. Bracket; 1-Ph. 18" (w/hardware)	30	EA	N/B	\$0.00	\$51.10	\$1,533.00	\$52.00	\$1,560.00
11	Fiberglass Cutout & Arr. Bracket 3-Ph. 48" (w/Hardware)	30	EA	N/B	\$0.00	\$161.40	\$4,842.00	\$161.50	\$4,845.00
12	Pin Insulator; 15 kV Polyethylene	72	EA	\$6.10	\$439.20	\$20.30	\$1,461.60	\$9.00	\$648.00
13	Spool Insulator 3" Polyethylene	200	EA	N/B	\$0.00	\$1.25	\$250.00	\$1.15	\$230.00
14	Suspension (Bell) Insulator - 15 kV Polymer-Type	20	EA	\$10.33	\$206.60	\$13.40	\$268.00	\$9.00	\$180.00
15	Polymer Line Post Insulator w/Bracket; 15 kV; w/shoe att.	20	EA	\$98.87	\$1,977.40	N/B	\$0.00	\$63.00	\$1,260.00
16	600/900A - 15kV, Solid Blade Cutout	15	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
17	100 Amp - 15kV Polymer Cutout	100	EA	\$54.28	\$5,428.00	\$117.35	\$11,735.00	\$68.00	\$6,800.00
18	10 kV, Riser Pole, Polymer Arrester	100	EA	\$38.66	\$3,866.00	\$35.80	\$3,580.00	\$38.10	\$3,810.00
19	Tiered Outboard (phase over phase) 25 kV, 900amp, synthetic insulators, with interrupters, Hook-stick operated	20	EA	\$4,341.75	\$86,835.00	N/B	\$0.00	\$3,350.00	\$67,000.00
20	600 amp continuous current, 15kV, side break, horizontal gang switch, Hook-stick operated	20	EA	\$3,660.37	\$73,207.40	N/B	\$0.00	N/B	\$0.00
21	Fuselink, 3 AMP, KS type	100	EA	\$3.29	\$329.00	\$2.90	\$290.00	\$3.85	\$385.00
22	Fuselink, 5 AMP, KS type	100	EA	\$3.29	\$329.00	\$2.90	\$290.00	\$3.55	\$355.00
23	Fuselink, 7 AMP, KS type	50	EA	\$3.29	\$164.50	\$2.90	\$145.00	\$3.55	\$177.50
24	Fuselink, 10 AMP, KS type	50	EA	\$3.29	\$164.50	\$2.90	\$145.00	\$3.55	\$177.50
25	Fuselink, 15 AMP, KS type	50	EA	\$3.29	\$164.50	\$2.90	\$145.00	\$3.55	\$177.50
26	Fuselink, 20 AMP, KS type	50	EA	\$3.29	\$164.50	\$2.90	\$145.00	\$3.55	\$177.50
27	Fuselink, 25 AMP, KS type	25	EA	\$3.43	\$85.75	\$2.98	\$74.50	\$3.85	\$96.25

BID TABULATION

PAGE 2

8.

28	Fuselink, 30 AMP, KS type	25	EA	\$3.43	\$85.75	\$2.98	\$74.50	\$3.85	\$96.25
29	Fuselink, 40 AMP, KS type	50	EA	\$3.43	\$171.50	\$2.98	\$149.00	\$3.95	\$197.50
30	Fuselink, 50 AMP, KS type	50	EA	\$3.43	\$171.50	\$2.98	\$149.00	\$3.95	\$197.50
31	Fuselink, 65 AMP, KS type	50	EA	\$4.72	\$236.00	\$4.15	\$207.50	\$5.90	\$295.00
32	Fuselink, 80 AMP, KS type	100	EA	\$5.29	\$529.00	\$4.65	\$465.00	\$6.85	\$685.00
33	Fuselink, 100 AMP, KS type	100	EA	\$5.87	\$587.00	\$5.15	\$515.00	\$7.15	\$715.00
34	Fuselink, 125 AMP, KS type	100	EA	\$12.87	\$1,287.00	\$11.25	\$1,125.00	\$20.50	\$2,050.00
35	Fuselink, 150 AMP, KS type	100	EA	\$15.74	\$1,574.00	\$13.75	\$1,375.00	\$20.50	\$2,050.00
36	Fuselink, 3 AMP, Bayonet type	20	EA	\$13.34	\$266.80	N/B	\$0.00	\$11.50	\$230.00
37	Fuselink, 8 AMP, Bayonet type	20	EA	\$13.17	\$263.40	N/B	\$0.00	\$11.50	\$230.00
38	Fuselink, 10 AMP, Bayonet type	20	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
39	Fuselink, 15 AMP, Bayonet type	20	EA	\$13.38	\$267.60	N/B	\$0.00	\$12.10	\$242.00
40	Fuselink, 50 AMP, Bayonet type	20	EA	\$14.14	\$282.80	N/B	\$0.00	\$14.50	\$290.00
41	#2 ACSR	10,000	FT	\$0.15	\$1,500.00	\$0.15	\$1,500.00	\$0.18	\$1,800.00
42	1/0 ACSR	12000	FT	\$0.23	\$2,760.00	\$0.22	\$2,640.00	\$0.27	\$3,240.00
43	4/0 ACSR	10000	FT	\$0.44	\$4,400.00	\$0.44	\$4,400.00	\$0.55	\$5,500.00
44	336.4 ACSR	10000	FT	\$0.61	\$6,100.00	\$0.57	\$5,700.00	\$0.73	\$7,300.00
45	#6 Duplex	3000	FT	\$0.19	\$570.00	\$0.27	\$810.00	\$0.30	\$900.00
46	#2 Triplex	4000	FT	\$3.75	\$15,000.00	\$0.59	\$2,360.00	\$0.75	\$3,000.00
47	1/0 Triplex	5000	FT	\$0.72	\$3,600.00	\$0.76	\$3,800.00	\$0.94	\$4,700.00
48	4/0 Triplex	4000	FT	\$1.56	\$6,240.00	\$1.52	\$6,080.00	\$1.81	\$7,240.00
49	1/0 Quadruplex	2,500	FT	\$1.17	\$2,925.00	\$1.10	\$2,750.00	\$1.37	\$3,425.00
50	4/0 Quadruplex	4,000	FT	\$1.95	\$7,800.00	\$2.05	\$8,200.00	\$2.55	\$10,200.00
51	1/0, EPR 220 MIL Insulation	15,000	FT	\$1.80	N/R	\$0.00	\$0.00	\$2.60	\$39,000.00
52	4/0, EPR 220 MIL Insulation	10,000	FT	\$2.16	N/R	\$0.00	\$0.00	\$3.75	\$37,500.00
53	500, EPR 220 MIL Insulation	10000	FT	\$3.40	N/R	\$0.00	\$0.00	\$4.55	\$45,500.00
54	1000, EPR 220 MIL Insulation	10000	FT	\$4.70	N/R	\$0.00	\$0.00	\$6.65	\$66,500.00
55	4/0 EPR 260 MIL Insulation	2500	FT	\$2.40	N/R	\$0.00	\$0.00	\$3.20	\$8,000.00
56	1000, EPR 260 MIL Insulation	10000	FT	\$5.30	N/R	\$0.00	\$0.00	\$8.00	\$80,000.00
57	#6 Duplex	4000	FT	\$0.20	\$800.00	\$0.30	\$1,200.00	\$0.35	\$1,400.00
58	#6 Triplex	2000	FT	\$0.35	\$700.00	\$0.48	\$960.00	\$0.50	\$1,000.00
59	#2 Triplex	2000	FT	\$0.55	\$1,100.00	\$0.65	\$1,300.00	\$0.69	\$1,380.00
60	1/0 Triplex	4000	FT	\$0.90	\$3,600.00	\$0.80	\$3,200.00	\$0.88	\$3,520.00
61	2/0 Triplex	4000	FT	\$1.02	\$4,080.00	\$0.95	\$3,800.00	\$1.05	\$4,200.00
62	4/0 Triplex	4000	FT	\$1.40	\$5,600.00	\$1.27	\$5,080.00	\$1.45	\$5,800.00
63	1/0 Quadruplex	3000	FT	\$1.10	\$3,300.00	\$1.13	\$3,390.00	\$1.48	\$4,440.00
64	4/0 Quadruplex	3000	FT	\$1.70	\$5,100.00	\$1.84	\$5,520.00	\$2.15	\$6,450.00
65	350 MCM Triplex	3000	FT	\$1.95	\$5,850.00	\$1.99	\$5,970.00	\$2.35	\$7,050.00
66	Alumoweld Type M Guy Strand 10M	1000	FT	\$0.34	\$340.00	\$0.40	\$400.00	\$0.24	\$240.00
67	#6 Riser Wire "Polywire"	2000	FT	\$0.80	\$1,600.00	\$0.54	\$1,080.00	\$0.73	\$1,460.00

BID TABULATION

PAGE 3

8.

68	1/0 Bare Copper Wire	2000	FT	\$1.29	\$2,580.00	\$1.38	\$2,760.00	\$1.35	\$2,700.00
69	4/0 Bare Copper Wire	2000	FT	\$2.56	\$5,120.00	\$2.75	\$5,500.00	\$2.75	\$5,500.00
70	#14 7/C XHHW (CT Wire w/Pull String)	1000	FT	\$0.72	\$720.00	N/B	\$0.00	N/B	\$0.00
71	#2, 7 Strand, Copper Ground Wire 25# spool	300	EA	\$3.80	\$1,140.00	\$4.21	\$1,263.00	\$3.85	\$1,155.00
72	#6 Copper Wire, Soft Drawn, 25# box	300	EA	\$3.80	\$1,140.00	\$4.21	\$1,263.00	\$3.85	\$1,155.00
73	#6 Aluminum Tie Wire, 25# box	100	EA	\$3.80	\$380.00	\$2.75	\$275.00	\$3.50	\$350.00
74	42" x 45" x 42" Composite Pad	20	EA	\$125.00	\$2,500.00	N/B	\$0.00	\$91.10	\$1,822.00
75	42" X 42" Single Phase Concrete Pad	20	EA	N/B	\$0.00	\$132.00	\$2,640.00	\$93.00	\$1,860.00
76	65" X 76" 3-Phase Concrete Pad (for 75 - 1000Kva)	5	EA	N/B	\$0.00	N/R	\$0.00	\$320.00	\$1,600.00
77	100 Watt High Pressure Sodium Lamp, non-cycling	60	EA	\$8.22	\$493.20	\$6.15	\$369.00	\$7.50	\$450.00
78	400 Watt High Pressure Sodium Lamp, non-cycling	48	EA	\$12.83	\$615.84	\$8.15	\$391.20	\$11.50	\$552.00
79	400 Watt Metal Halide Lamp	24	EA	\$11.78	\$282.72	\$13.95	\$334.80	\$10.00	\$240.00
80	*350 Watt Metal Halide Lamp - Universal Burn	24	EA	N/B	\$0.00	N/B	\$0.00	\$28.00	\$672.00
81	50 Watts - LED Rural Street Light - 5700 Lumens - 100W MH Equal - 4000K w/photocell receptacle (TYPE II) CAT # TBD	50	EA	\$155.07	\$7,753.50	N/B	\$0.00	\$95.00	\$4,750.00
82	50 Watts - LED Rural Street Light - 5700 Lumens - 100W MH Equal - 4000K w/photocell receptacle	50	EA	\$145.46	\$7,273.00	N/B	\$0.00	\$95.00	\$4,750.00
83	Direct Burial Fiberglass Pole - 20' Class 1; 16' Mounting Height; 3" Tenon	40	EA	N/B	\$0.00	\$398.90	\$15,956.00	\$287.00	\$11,480.00
84	Photo Control 120-277v AEL LED Fail Off Non-UL	200	EA	N/B	\$0.00	\$16.50	\$3,300.00	N/B	\$0.00
85	Decorative LED Photocontrol	100	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
86	Loadbreak Elbow, w/o Tst Pt, 200a, 175/220mil insul, 1/0	120	EA	N/B	\$0.00	\$27.60	\$3,312.00	\$25.00	\$3,000.00
87	Loadbreak Elbow, w/o Tst Pt, 200a, 260mil insul 25Kv 4/0	20	EA	N/B	\$0.00	\$43.75	\$875.00	N/B	\$0.00
88	Loadbreak Elbow, w/o Tst Pt, 200a, 175/220mil insul, 4/0	40	EA	N/B	\$0.00	\$33.60	\$1,344.00	N/B	\$0.00
89	Splice kit, 15kv, 175/220 mil insulation, 1/0 Al	90	EA	N/B	\$0.00	\$27.60	\$2,484.00	\$29.15	\$2,623.50
90	Splice kit, 25Kv, 260 mil Ins. 4/0 Al	20	EA	N/B	\$0.00	\$39.80	\$796.00	\$34.00	\$680.00
91	Splice kit, 15kV, 175/220 mil insulation, 4/0 Al	20	EA	N/B	\$0.00	\$39.15	\$783.00	N/B	\$0.00
92	Splice kit, 25Kv, 260 mil Ins. 1000MCM Al	12	EA	N/B	\$0.00	\$141.50	\$1,698.00	N/B	\$0.00
93	Splice kit, 15kV, 175/220 mil insulation 1000 MCM Al	20	EA	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
94	Single piece terminator (w/rod contact), 15kV, 1/0	40	EA	N/B	\$0.00	\$39.50	\$1,580.00	\$21.00	\$840.00
95	Single piece terminator, (w/rod contact), 15kV, 4/0	12	EA	N/B	\$0.00	\$39.65	\$475.80	\$35.50	\$426.00
96	Single piece terminator, (w/rod contact), 25kV, 4/0	12	EA	N/B	\$0.00	\$52.55	\$630.60	\$114.00	\$1,368.00
97	Bushing insert, 15 kV	60	EA	N/B	\$0.00	\$23.30	\$1,398.00	\$23.50	\$1,410.00
98	Bushing Insert, 25 kV	60	EA	N/B	\$0.00	\$33.25	\$1,995.00	\$32.00	\$1,920.00
99	Insulating cap with ground, 15 kV	60	EA	N/B	\$0.00	\$23.90	\$1,434.00	N/B	\$0.00
100	Feed thru, 15 kV	12	EA	N/B	\$0.00	\$81.90	\$982.80	\$83.00	\$996.00
101	Insulated Parking stand, 15 kV	20	EA	N/B	\$0.00	\$32.95	\$659.00	\$33.00	\$660.00
102	3 Pt. junction with "U" straps, 15 kV	16	EA	N/B	\$0.00	\$119.20	\$1,907.20	\$105.00	\$1,680.00
103	4 Pt. junction with "U" straps, 15 kV	24	EA	N/B	\$0.00	\$136.40	\$3,273.60	\$116.00	\$2,784.00

BID TABULATION

PAGE 4

8.

104	Elbow surge arrester, 15kV	20	EA	N/B	\$0.00	\$63.65	\$1,273.00	\$63.00	\$1,260.00
105	Parking Stand arrester, 15 kV	20	EA	N/B	\$0.00	\$146.30	\$2,926.00	\$145.00	\$2,900.00
106	Anchor, expanding, 8 way, for 5/8" rod	30	EA	\$17.43	\$522.90	\$18.30	\$549.00	\$18.00	\$540.00
107	Anchors, single helix, 8", for 5/8" rod	30	EA	\$21.45	\$643.50	\$35.05	\$1,051.50	\$18.00	\$540.00
108	Anchors, single helix, 10", for 5/8" rod	20	EA	\$23.29	\$465.80	\$29.35	\$587.00	\$29.00	\$580.00
109	Rod, anchor, forged twineye, 5/8" x 7', galvanized	30	EA	N/B	\$0.00	\$13.95	\$418.50	\$14.00	\$420.00
110	Rod & eyenut, anchor, twineye, 5/8" x 7', galvanized	40	EA	N/B	\$0.00	\$22.15	\$886.00	\$22.00	\$880.00
111	Rod, ground, copper weld 5/8" x 8'	200	EA	N/B	\$0.00	\$12.95	\$2,590.00	\$10.35	\$2,070.00
112	Clamp, ground rod, for 5/8" rod	300	EA	\$11.78	\$3,534.00	\$1.95	\$585.00	\$4.75	\$1,425.00
113	Insulator, guy strain (link stick), clevis-clevis, 1 roller, 12"	20	EA	N/B	\$0.00	\$19.95	\$399.00	\$14.00	\$280.00
114	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 12"	20	EA	N/B	\$0.00	\$17.85	\$357.00	\$17.25	\$345.00
115	Insulator, guy strain (link stick), 24", clevis-thimble, 1 roller, 24"	20	EA	N/B	\$0.00	\$17.20	\$344.00	\$17.20	\$344.00
116	Insulator, guy strain (link stick), clevis-clevis, 1 roller, 30"	20	EA	N/B	\$0.00	\$21.80	\$436.00	\$21.80	\$436.00
117	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 36"	20	EA	N/B	\$0.00	\$21.15	\$423.00	\$21.00	\$420.00
118	Insulator, guy strain (link stick), clevis-thimble, 1 roller, 78"	20	EA	N/B	\$0.00	\$26.75	\$535.00	\$26.50	\$530.00
119	Hook, Guy, Multiple Attachment Type	200	EA	\$4.28	\$856.00	\$8.25	\$1,650.00	\$7.75	\$1,550.00
120	Hook, Guy, Multiple Attachment Type (With Teeth)	200	EA	\$4.42	\$884.00	\$5.40	\$1,080.00	\$5.25	\$1,050.00
121	Hook, Guy, 'Hog Ear', Galv	100	EA	\$4.71	\$471.00	\$5.85	\$585.00	\$5.50	\$550.00
122	Guy Fitting, Sidewalk, Pole Plate, 2" Pipe Size	100	EA	\$14.82	\$1,482.00	N/B	\$0.00	\$15.50	\$1,550.00
123	Guy Fitting, Sidewalk, Clamp End Fitting, 2" Pipe Size	100	EA	\$14.71	\$1,471.00	N/B	\$0.00	\$23.30	\$2,330.00
124	Guard, Guy, yellow poly, full round, 8'x1-1/4", no pigtail	100	EA	N/B	\$0.00	\$2.55	\$255.00	\$2.39	\$239.00
125	Dead End Shoes (#6 - 336)	100	EA	\$10.74	\$1,074.00	\$12.05	\$1,205.00	\$10.25	\$1,025.00
126	Dead End Shoes (750)	100	EA	N/B	\$0.00	\$18.95	\$1,895.00	\$18.85	\$1,885.00
127	Clevis (Neutral Rack)	200	EA	\$4.46	\$892.00	\$5.85	\$1,170.00	\$5.25	\$1,050.00
128	Pole Top Pins w/Nylon Thread	30	EA	\$11.78	\$353.40	\$11.35	\$340.50	\$11.30	\$339.00
129	Overhead Transformer Conn. (Pin-Clamp 4-Position)	200	EA	N/B	\$0.00	N/B	\$0.00	\$5.00	\$1,000.00
130	Overhead Transformer Conn. (Pin-Clamp 2-Position)	150	EA	N/B	\$0.00	N/B	\$0.00	\$6.75	\$1,012.50
131	Overhead Transformer Conn. (Pin-Clamp 4 Position 350)	150	EA	N/B	\$0.00	N/B	\$0.00	\$9.75	\$1,462.50
132	Alum. Transformer Conn. 6-Port w/SL (Ins.)	200	EA	N/B	\$0.00	N/B	\$0.00	\$15.50	\$3,100.00
133	Alum. Transformer Conn. 6-Port (Neutral)	100	EA	N/B	\$0.00	N/B	\$0.00	\$13.75	\$1,375.00
134	Tank Grounds	500	EA	\$3.80	\$1,900.00	\$3.50	\$1,750.00	N/R	\$0.00
135	U-Guard Lag Screws	2000	EA	N/B	\$0.00	\$0.15	\$300.00	\$0.13	\$260.00
136	#6 - #6 (Alum)	750	EA	\$1.08	\$810.00	\$0.42	\$315.00	\$0.40	\$300.00
137	#6 - 1/0 (Alum)	750	EA	N/R	\$0.00	\$0.42	\$315.00	\$0.43	\$322.50
138	#6 - 2/0 (Alum)	500	EA	\$1.21	\$605.00	\$0.72	\$360.00	\$0.70	\$350.00
139	1/0 - 1/0 (Alum)	750	EA	N/B	\$0.00	\$0.68	\$510.00	\$0.65	\$487.50
140	#6 - 4/0 (Alum)	250	EA	\$1.08	\$270.00	\$0.67	\$167.50	\$0.69	\$172.50
141	1/0 - 4/0 (Alum)	500	EA	\$1.08	\$540.00	\$0.70	\$350.00	\$0.72	\$360.00
142	4/0 - 4/0 (Alum)	500	EA	\$1.45	\$725.00	\$0.72	\$360.00	\$0.74	\$370.00

BID TABULATION

143	#6 - #6 (CU)	400	EA	\$0.86	\$344.00	\$0.68	\$272.00	\$0.80	\$320.00
144	#6 - 1/0 (CU)	500	EA	\$1.58	\$790.00	\$1.40	\$700.00	\$1.55	\$775.00
145	1/0 - 1/0 (CU)	500	EA	\$1.46	\$730.00	\$1.20	\$600.00	\$1.63	\$815.00
146	10" Machine Bolts	300	EA	\$0.89	\$267.00	\$1.10	\$330.00	\$1.00	\$300.00
147	12" Machine Bolts	500	EA	\$1.18	\$590.00	\$1.25	\$625.00	\$1.24	\$620.00
148	14" Machine Bolts	500	EA	\$1.30	\$650.00	\$1.35	\$675.00	\$1.40	\$700.00
149	16" Machine Bolts	300	EA	\$1.51	\$453.00	\$1.60	\$480.00	\$1.70	\$510.00
150	10" Eye Bolts	100	EA	\$1.39	\$139.00	\$2.45	\$245.00	\$3.50	\$350.00
151	12" Eye Bolts	200	EA	\$1.95	\$390.00	\$2.80	\$560.00	\$2.45	\$490.00
152	14" Eye Bolts	200	EA	\$2.07	\$414.00	\$2.75	\$550.00	\$3.65	\$730.00
TOTAL				\$331,768.76		\$209,870.60		\$575,349.00	
Will vendor hold pricing firm? Renewal Option 1				Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 2				Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 3				Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease	
Will vendor hold pricing firm? Renewal Option 4				Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease		Determine on manufactuer Increase/Decrease	

Stuart C. Irby Co., Inc.		Tri-State Utility Products, Inc.		Voss Electric Company dba Voss Lighting		Wesco Distribution, Inc.	
UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
\$167.25	\$3,345.00	\$177.49	\$3,549.80	N/B	\$0.00	\$167.15	\$3,343.00
\$0.40	\$800.00	\$0.54	\$1,080.00	N/B	\$0.00	N/B	\$0.00
\$0.40	\$1,600.00	\$0.54	\$2,160.00	N/B	\$0.00	N/B	\$0.00
\$58.35	\$1,750.50	\$59.93	\$1,797.90	N/B	\$0.00	\$57.65	\$1,729.50
\$75.45	\$2,263.50	\$67.43	\$2,022.90	N/B	\$0.00	\$68.60	\$2,058.00
\$109.05	\$3,271.50	\$113.60	\$3,408.00	N/B	\$0.00	\$104.65	\$3,139.50
\$117.65	\$3,529.50	\$135.12	\$4,053.60	N/B	\$0.00	\$112.90	\$3,387.00
\$209.00	\$6,270.00	N/B	\$0.00	N/B	\$0.00	\$241.70	\$7,251.00
N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	\$189.20	\$5,676.00
\$49.65	\$1,489.50	\$46.71	\$1,401.30	N/B	\$0.00	\$47.70	\$1,431.00
\$122.40	\$3,672.00	\$177.83	\$5,334.90	N/B	\$0.00	\$124.15	\$3,724.50
N/B	\$0.00	\$5.55	\$399.60	N/B	\$0.00	N/B	\$0.00
N/B	\$0.00	\$1.36	\$272.00	N/B	\$0.00	N/B	\$0.00
\$7.95	\$159.00	\$13.18	\$263.60	N/B	\$0.00	\$8.50	\$170.00
\$126.50	\$2,530.00	\$65.91	\$1,318.20	N/B	\$0.00	\$53.75	\$1,075.00
\$191.00	\$2,865.00	\$295.32	\$4,429.80	N/B	\$0.00	\$192.40	\$2,886.00
N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
\$34.80	\$3,480.00	\$47.94	\$4,794.00	N/B	\$0.00	\$31.20	\$3,120.00
N/B	\$0.00	\$3,306.25	\$66,125.00	N/B	\$0.00	\$3,171.60	\$63,432.00
N/B	\$0.00	\$4,013.00	\$80,260.00	N/B	\$0.00	\$2,712.80	\$54,256.00
\$2.55	\$255.00	N/B	\$0.00	N/B	\$0.00	\$3.60	\$360.00
\$2.55	\$255.00	N/B	\$0.00	N/B	\$0.00	\$3.35	\$335.00
\$2.55	\$127.50	N/B	\$0.00	N/B	\$0.00	\$3.35	\$167.50
\$2.55	\$127.50	N/B	\$0.00	N/B	\$0.00	\$3.35	\$167.50
\$2.55	\$127.50	N/B	\$0.00	N/B	\$0.00	\$3.35	\$167.50
\$2.55	\$127.50	N/B	\$0.00	N/B	\$0.00	\$3.35	\$167.50
\$2.65	\$66.25	N/B	\$0.00	N/B	\$0.00	\$3.58	\$89.50

BID TABULATION

PAGE 7

8.

\$2.65	\$66.25	N/B	\$0.00	N/B	\$0.00	\$3.58	\$89.50
\$2.65	\$132.50	N/B	\$0.00	N/B	\$0.00	\$3.73	\$186.50
\$2.65	\$132.50	N/B	\$0.00	N/B	\$0.00	\$3.73	\$186.50
\$3.65	\$182.50	N/B	\$0.00	N/B	\$0.00	\$5.45	\$272.50
\$4.10	\$410.00	N/B	\$0.00	N/B	\$0.00	\$6.34	\$634.00
\$4.55	\$455.00	N/B	\$0.00	N/B	\$0.00	\$6.60	\$660.00
\$9.95	\$995.00	N/B	\$0.00	N/B	\$0.00	\$17.90	\$1,790.00
\$12.15	\$1,215.00	N/B	\$0.00	N/B	\$0.00	\$16.80	\$1,680.00
N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	\$10.56	\$211.20
N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	\$10.56	\$211.20
N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	\$11.20	\$224.00
N/B	\$0.00	N/B	\$0.00	N/B	\$0.00	\$13.20	\$264.00
\$0.13	\$1,300.00	\$0.16	\$1,600.00	N/B	\$0.00	N/R	\$0.00
\$0.21	\$2,520.00	\$0.23	\$2,760.00	N/B	\$0.00	N/R	\$0.00
\$0.40	\$4,000.00	\$0.45	\$4,500.00	N/B	\$0.00	N/R	\$0.00
\$0.56	\$5,600.00	\$0.60	\$6,000.00	N/B	\$0.00	N/R	\$0.00
\$0.16	\$489.00	\$0.28	\$840.00	N/B	\$0.00	N/R	\$0.00
\$0.52	\$2,060.00	\$0.62	\$2,480.00	N/B	\$0.00	N/R	\$0.00
\$0.77	\$3,830.00	\$0.80	\$4,000.00	N/B	\$0.00	N/R	\$0.00
\$1.34	\$5,340.00	\$1.61	\$6,440.00	N/B	\$0.00	N/R	\$0.00
\$1.11	\$2,782.50	\$1.16	\$2,900.00	N/B	\$0.00	N/R	\$0.00
\$1.97	\$7,884.00	\$2.16	\$8,640.00	N/B	\$0.00	N/R	\$0.00
\$2.16	\$32,355.00	\$2.91	\$43,650.00	N/B	\$0.00	N/R	\$0.00
\$2.85	\$28,500.00	\$3.98	\$39,800.00	N/B	\$0.00	N/R	\$0.00
\$4.95	\$49,500.00	\$5.36	\$53,600.00	N/B	\$0.00	N/R	\$0.00
\$8.05	\$80,500.00	\$9.38	\$93,800.00	N/B	\$0.00	N/B	\$0.00
\$2.60	\$6,500.00	\$3.28	\$8,200.00	N/B	\$0.00	N/R	\$0.00
\$8.23	\$82,300.00	\$6.69	\$66,900.00	N/B	\$0.00	N/R	\$0.00
\$0.27	\$1,068.00	\$0.35	\$1,400.00	N/B	\$0.00	N/R	\$0.00
\$0.36	\$726.00	\$0.51	\$1,020.00	N/B	\$0.00	N/R	\$0.00
\$0.58	\$1,152.00	\$0.68	\$1,360.00	N/B	\$0.00	N/R	\$0.00
\$0.77	\$3,084.00	\$0.85	\$3,400.00	N/B	\$0.00	N/R	\$0.00
\$1.06	\$4,240.00	\$1.00	\$4,000.00	N/B	\$0.00	N/R	\$0.00
\$1.29	\$5,172.00	\$1.33	\$5,320.00	N/B	\$0.00	N/R	\$0.00
\$1.58	\$4,740.00	\$1.20	\$3,600.00	N/B	\$0.00	N/R	\$0.00
\$2.05	\$6,150.00	\$1.95	\$5,850.00	N/B	\$0.00	N/R	\$0.00
\$2.11	\$6,330.00	\$2.13	\$6,390.00	N/B	\$0.00	N/R	\$0.00
\$0.29	\$290.00	N/B	\$0.00	N/B	\$0.00	N/R	\$0.00
\$0.52	\$1,040.00	\$0.46	\$920.00	N/B	\$0.00	N/R	\$0.00

BID TABULATION

\$1.18	\$2,360.00	\$1.42	\$2,840.00	N/B	\$0.00	N/R	\$0.00
\$2.32	\$4,640.00	\$2.41	\$4,820.00	N/B	\$0.00	N/R	\$0.00
\$0.90	\$900.00	\$1.52	\$1,520.00	N/B	\$0.00	N/R	\$0.00
\$3.60	\$1,080.00	\$4.11	\$1,233.00	N/B	\$0.00	N/R	\$0.00
\$3.60	\$1,080.00	\$3.65	\$1,095.00	N/B	\$0.00	N/R	\$0.00
\$2.48	\$248.00	\$2.19	\$219.00	N/B	\$0.00	N/R	\$0.00
\$201.00	\$4,020.00	\$150.65	\$3,013.00	N/B	\$0.00	\$107.95	\$2,159.00
\$88.50	\$1,770.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
\$290.00	\$1,450.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
\$7.35	\$441.00	\$7.35	\$441.00	\$21.94	\$1,316.40	\$9.25	\$555.00
\$11.05	\$530.40	\$11.47	\$550.56	\$18.62	\$893.76	\$10.30	\$494.40
\$10.30	\$247.20	\$9.94	\$238.56	\$10.61	\$254.64	\$11.25	\$270.00
N/B	\$0.00	\$13.71	\$329.04	\$49.18	\$1,180.32	N/B	\$0.00
\$93.50	\$4,675.00	\$149.33	\$7,466.50	N/B	\$0.00	\$76.45	\$3,822.50
\$97.50	\$4,875.00	\$149.33	\$7,466.50	N/B	\$0.00	\$84.00	\$4,200.00
\$239.00	\$9,560.00	\$582.67	\$23,306.80	N/B	\$0.00	\$272.75	\$10,910.00
\$17.40	\$3,480.00	\$13.33	\$2,666.00	N/B	\$0.00	\$12.50	\$2,500.00
\$14.25	\$1,425.00	\$17.63	\$1,763.00	N/B	\$0.00	\$12.50	\$1,250.00
\$26.40	\$3,168.00	\$28.12	\$3,374.40	N/B	\$0.00	N/B	\$0.00
\$33.25	\$665.00	\$50.95	\$1,019.00	N/B	\$0.00	N/B	\$0.00
\$26.40	\$1,056.00	\$34.48	\$1,379.20	N/B	\$0.00	N/B	\$0.00
\$37.60	\$3,384.00	N/B	\$0.00	N/B	\$0.00	\$26.95	\$2,425.50
\$40.95	\$819.00	N/B	\$0.00	N/B	\$0.00	\$124.30	\$2,486.00
\$37.75	\$755.00	N/B	\$0.00	N/B	\$0.00	\$75.25	\$1,505.00
\$138.50	\$1,662.00	N/B	\$0.00	N/B	\$0.00	\$213.40	\$2,560.80
\$141.75	\$2,835.00	N/B	\$0.00	N/B	\$0.00	\$193.90	\$3,878.00
\$38.10	\$1,524.00	N/B	\$0.00	N/B	\$0.00	\$28.10	\$1,124.00
\$41.45	\$497.40	N/B	\$0.00	N/B	\$0.00	\$36.95	\$443.40
\$62.25	\$747.00	N/B	\$0.00	N/B	\$0.00	\$36.95	\$443.40
\$22.50	\$1,350.00	\$30.59	\$1,835.40	N/B	\$0.00	\$32.85	\$1,971.00
\$33.80	\$2,028.00	\$48.35	\$2,901.00	N/B	\$0.00	\$29.85	\$1,791.00
\$23.80	\$1,428.00	\$26.74	\$1,604.40	N/B	\$0.00	N/B	\$0.00
\$79.95	\$959.40	\$102.21	\$1,226.52	N/B	\$0.00	\$76.85	\$922.20
\$32.25	\$645.00	\$45.80	\$916.00	N/B	\$0.00	\$30.60	\$612.00
\$116.50	\$1,864.00	\$147.85	\$2,365.60	N/B	\$0.00	\$96.75	\$1,548.00
\$133.50	\$3,204.00	\$175.36	\$4,208.64	N/B	\$0.00	\$115.00	\$2,760.00

BID TABULATION

PAGE 9

8.

\$62.25	\$1,245.00	\$79.13	\$1,582.60	N/B	\$0.00	\$58.20	\$1,164.00
\$143.05	\$2,861.00	\$167.74	\$3,354.80	N/B	\$0.00	\$133.80	\$2,676.00
\$14.95	\$448.50	\$18.36	\$550.80	N/B	\$0.00	\$16.85	\$505.50
\$17.15	\$514.50	\$24.59	\$737.70	N/B	\$0.00	\$17.95	\$538.50
\$25.15	\$503.00	\$30.94	\$618.80	N/B	\$0.00	\$22.05	\$441.00
\$13.75	\$412.50	\$18.39	\$551.70	N/B	\$0.00	\$12.80	\$384.00
\$20.30	\$812.00	\$23.49	\$939.60	N/B	\$0.00	\$15.70	\$628.00
\$11.20	\$2,240.00	\$21.23	\$4,246.00	N/B	\$0.00	\$10.95	\$2,190.00
\$1.78	\$534.00	\$1.54	\$462.00	N/B	\$0.00	\$1.90	\$570.00
\$14.70	\$294.00	\$16.49	\$329.80	N/B	\$0.00	\$16.80	\$336.00
\$15.90	\$318.00	\$16.14	\$322.80	N/B	\$0.00	\$11.30	\$226.00
\$15.60	\$312.00	\$18.04	\$360.80	N/B	\$0.00	\$14.20	\$284.00
\$20.05	\$401.00	N/B	\$0.00	N/B	\$0.00	N/B	\$0.00
\$18.70	\$374.00	\$19.68	\$393.60	N/B	\$0.00	\$17.75	\$355.00
\$27.65	\$553.00	\$25.14	\$502.80	N/B	\$0.00	\$24.50	\$490.00
\$3.35	\$670.00	\$8.09	\$1,618.00	N/B	\$0.00	\$6.70	\$1,340.00
\$3.50	\$700.00	\$7.40	\$1,480.00	N/B	\$0.00	\$5.50	\$1,100.00
\$4.70	\$470.00	\$4.60	\$460.00	N/B	\$0.00	\$4.60	\$460.00
\$12.20	\$1,220.00	\$19.68	\$1,968.00	N/B	\$0.00	\$12.80	\$1,280.00
\$8.25	\$825.00	\$23.45	\$2,345.00	N/B	\$0.00	\$15.65	\$1,565.00
\$2.45	\$245.00	\$8.36	\$836.00	N/B	\$0.00	\$2.40	\$240.00
\$10.80	\$1,080.00	\$13.16	\$1,316.00	N/B	\$0.00	\$9.70	\$970.00
\$20.15	\$2,015.00	\$24.96	\$2,496.00	N/B	\$0.00	\$17.70	\$1,770.00
\$3.35	\$670.00	\$6.92	\$1,384.00	N/B	\$0.00	\$3.60	\$720.00
\$10.70	\$321.00	\$14.74	\$442.20	N/B	\$0.00	\$10.40	\$312.00
\$5.95	\$1,190.00	\$7.34	\$1,468.00	N/B	\$0.00	\$5.89	\$1,178.00
\$6.30	\$945.00	\$6.85	\$1,027.50	N/B	\$0.00	\$6.20	\$930.00
\$10.30	\$1,545.00	\$9.59	\$1,438.50	N/B	\$0.00	\$10.15	\$1,522.50
\$14.70	\$2,940.00	\$13.65	\$2,730.00	N/B	\$0.00	\$14.60	\$2,920.00
\$11.65	\$1,165.00	\$14.96	\$1,496.00	N/B	\$0.00	\$11.55	\$1,155.00
\$2.95	\$1,475.00	\$3.19	\$1,595.00	N/B	\$0.00	\$3.35	\$1,675.00
\$0.13	\$260.00	\$0.18	\$360.00	N/B	\$0.00	\$0.18	\$360.00
\$0.38	\$285.00	\$0.58	\$435.00	N/B	\$0.00	\$0.81	\$607.50
\$0.38	\$285.00	\$0.60	\$450.00	N/B	\$0.00	\$0.81	\$607.50
\$0.62	\$310.00	\$1.03	\$515.00	N/B	\$0.00	\$1.06	\$530.00
\$0.60	\$450.00	\$1.03	\$772.50	N/B	\$0.00	\$1.08	\$810.00
\$0.64	\$160.00	\$1.15	\$287.50	N/B	\$0.00	\$1.06	\$265.00
\$0.68	\$340.00	\$1.15	\$575.00	N/B	\$0.00	\$1.06	\$530.00
\$0.68	\$340.00	\$1.04	\$520.00	N/B	\$0.00	\$1.15	\$575.00

BID TABULATION

\$0.78	\$312.00	\$6.69	\$2,676.00	N/B	\$0.00	\$0.78	\$312.00
\$1.50	\$750.00	\$10.85	\$5,425.00	N/B	\$0.00	\$1.35	\$675.00
\$1.60	\$800.00	\$10.85	\$5,425.00	N/B	\$0.00	\$1.50	\$750.00
\$0.98	\$294.00	\$1.78	\$534.00	N/B	\$0.00	\$1.10	\$330.00
\$1.07	\$535.00	\$1.98	\$990.00	N/B	\$0.00	\$1.22	\$610.00
\$1.25	\$625.00	\$2.06	\$1,030.00	N/B	\$0.00	\$1.23	\$615.00
\$1.64	\$492.00	\$2.63	\$789.00	N/B	\$0.00	\$1.62	\$486.00
\$2.20	\$220.00	\$5.09	\$509.00	N/B	\$0.00	\$2.08	\$208.00
\$2.25	\$450.00	\$5.21	\$1,042.00	N/B	\$0.00	\$2.22	\$444.00
\$2.65	\$530.00	\$5.43	\$1,086.00	N/B	\$0.00	\$1.30	\$260.00
\$499,261.90		\$704,313.72		\$3,645.12		\$254,074.10	
Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease	
Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease	
Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease	
Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease		Determine on manufacturer Increase/Decrease	

Recommended vendor:

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

Anixter Utility Power Solutions
3525 Best Friend Rd.
Norcross, GA 30071
404-223-1849
Lines 7, 49, 61, 62, 77, 77, 143, and 145

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

Stuart C. Irby Co., Inc.
1025 A Cobb Intrnational Pl.
Kennesaw, GA 30144
770-422-1005
Lines 2, 3, 11, 14,16, 21-35, 41-46, 48, 51, 52, 55, 60, 68, 69, 71, 72, 75, 76, 83, 86, 87, 91, 92, 93, 97, 99, 106, 107, 116, 119, 120, 122-123, 127, 134-142 and 147
Wesco Distribution, Inc.
610-B Bohannon Rd.
Fairburn, GA 30213
770-477-3860
Lines 4, 6, 7, 9, 15, 18, 19, 20, 36, 37, 39, 40, 81, 82, 84, 85,89, 94, 98, 100-105, 108-110, 114, 115, 117, 118, 121, 125, 126, 128, 130, 133, 144, 148 and 152

Tri-State Utility Products
1030 Atlanta Industrial Dr.
Marietta, GA 30066
770-590-2857
Lines 10, 12, 56, 67, 73, 79, 80, 112, 131, and 132



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, AUGUST 24, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Natural Gas Materials on a Six-Month Contract
Department:	Gas
Date of Meeting:	Monday, August 24, 2020
Fiscal Impact:	\$258,262.75
Presented By:	Todd Hardigree
Action Requested:	Approval to renew Purchase of Natural Gas Materials on a Six-Month Contract (September 5, 2020 through March 4, 2021) to Consolidated Pipe & Supply Co., Inc. in the amount of \$258,262.75. This is the third of four renewal options. There is no increase in price.

Summary: This contract provides the City Gas Department with the most commonly used natural gas materials.

Fiscal Impact: Amount of \$258,262.75. This contract is funded by the Specialty Supplies-Gas Fund (5154700.531122), the Cathodic Supplies fund (5154700.531129), the Pipe & Fitting Fund (5154700.531170), the Regulator Stations Fund (515.4700.531171), and the Capital Outlay Fund (5154700.541000/541010).

Attachments/Exhibits:

Bid Tabulation

AQ008-19
Natural Gas Materials on a Six-Month Contract
Gas Department

				Consolidated Pipe & Supply Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 500 FEET - PROLINE	10,000	FT	\$0.19	\$1,900.00
2	#10 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET - PROLINE	5,000	FT	\$0.19	\$950.00
3	#12 YELLOW TRACING WIRE PE 30 SOLID COPPER, 500 FEET - PROLINE	10,000	FT	\$0.10	\$1,000.00
4	#12 YELLOW TRACING WIRE PE 30, SOLID COPPER, 2500 FEET ROLL - PROLINE	10,000	FT	\$0.10	\$1,000.00
5	#12/#10 YELLOW WIRE CONNECTORS WITH SEALANT - PROLINE	1,000	FT	\$2.05	\$2,050.00
6	½" CTS .090 PE 2708 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	36,000	FT	\$0.27	\$9,720.00
7	¾" IPS .090 PE 2406 6500 GAS TUBING 500 FEET ROLL - PERFORMANCE PIPE	6000	FT	\$0.38	\$2,280.00
8	2" IPS SDR 11 PE2406 6500 GAS PIPE 500 FEET ROLL - PERFORMANCE PIPE	10000	FT	\$0.90	\$9,000.00
9	4" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	1500	FT	\$3.05	\$4,575.00
10	4" IPS SDR 11 PE2406 6500 GAS PIPE TUBING 500 FEET ROLL - PERFORMANCE PIPE	5000	FT	\$3.15	\$15,750.00
11	6" IPS SDR 11 PE2406 6500 GAS PIPE 40 FOOT STICK - PERFORMANCE PIPE	3000	FT	\$6.75	\$20,250.00
12	2" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	150	EA	\$10.50	\$1,575.00
13	2" x 5/8" E-FUSE TAP TEE KIT W/800 EFV INSTALLED - IPEX OR FRIALEN	600	EA	\$63.00	\$37,800.00
14	2" IPS SDR11 PE 2406 BFUSE 90 EL - PERFORMANCE PIPE	50	EA	\$6.00	\$300.00
15	2" IPS SDR11 PE 2406 BFUSE TEE - PERFORMANCE PIPE	30	EA	\$7.00	\$210.00
16	2" IPS SDR11 PE 2406 BFUSE CAP - PERFORMANCE PIPE	30	EA	\$3.00	\$90.00

17	3" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	25	EA	\$21.00	\$525.00
18	4" IPS PE 3408/4710 ELECTROFUSE CPLG - IPEX OR FRIALEN	25	EA	\$31.00	\$775.00
19	4" IPS SDR 11 PE 2406 BFUSE 90 EL - PERFORMANCE PIPE	25	EA	\$13.00	\$325.00
20	4" IPS SDR 11 PE 2406 BFUSE TEE - PERFORMANCE PIPE	25	EA	\$16.00	\$400.00
21	4" IPS SDR 11 PE 2406 BFUSE CAP - PERFORMANCE PIPE	25	EA	\$9.00	\$225.00
22	3/4" x 5/8" PE 2406 GAS RISER PIGTAIL - PERFECTION	750	EA	\$19.50	\$14,625.00
23	3/4" x 3/4" PE 2406 GAS RISER WITH PIGTAIL - PERFECTION	50	EA	\$29.00	\$1,450.00
24	1/2" CTS PE 3408 MECHANICAL STAB COUPLING - PERFECTION	50	EA	\$9.50	\$475.00
25	1/2" CTS PE 3408 MECHANICAL STAB DEAD END (CUT) - PERFECTION	25	EA	\$15.00	\$375.00
26	3/4" X 5/8" PE 3408 MECHANICAL STAB REDUCER - PERFECTION	25	EA	\$42.00	\$1,050.00
27	3/4" IPS PE 3408 MECHANICAL STAB COUPLING - PERFECTION	50	EA	\$19.95	\$997.50
28	3/4" IPS PE 3408 MECHANICAL STAB DEAD END (CUT) - PERFECTION	25	EA	\$38.00	\$950.00
29	1/2" CTS METFIT STYLE COUPLING - METFIT	1500	EA	\$9.50	\$14,250.00
30	1/2" CTS METFIT STYLE DEAD END - METFIT	100	EA	\$11.50	\$1,150.00
31	3/4" IPS METFIT STYLE COUPLING - METFIT	500	EA	\$18.50	\$9,250.00
32	3/4" IPS METFIT STYLE DEAD END - METFIT	100	EA	\$16.00	\$1,600.00
33	3/4" X 5/8" METFIT STYLE REDUCER - METFIT	100	EA	\$23.00	\$2,300.00
34	1/2" CTS METFIT STYLE TEE - METFIT	25	EA	\$19.50	\$487.50
35	3/4" CTS METFIT STYLE TEE - METFIT	25	EA	\$32.00	\$800.00
36	2 X 5/8 NO EFV TAP TEE - IPEX OR FRIALEN	200	EA	\$21.00	\$4,200.00
37	2 x 3/4" NO EFV ELECTROFUSE TAP TEE BF OUTLET - IPEX OR FRIALEN	50	EA	\$24.00	\$1,200.00

38	4 X 5/8 NO EFV TAP TEE - IPEX OR FRIALEN - IPEX OR FRIALEN	100	EA	\$28.00	\$2,800.00
39	4 x 3/4" NO EFV ELECTROFUSE TAP TEES BF OUTLET - IPEX OR FRIALEN	50	EA	\$39.00	\$1,950.00
40	1" ELECTROFUSE COUPLING - IPEX OR FRIALEN	20	EA	\$9.25	\$185.00
41	3/4" ELECTROFUSE COUPLING - IPEX OR FRIALEN	25	EA	\$8.00	\$200.00
42	5/8" ELECTROFUSE COUPLING - IPEX OR FRIALEN	25	EA	\$7.25	\$181.25
43	5/8" 800 CFH PE STICK EFV - UMAC	100	EA	\$19.00	\$1,900.00
44	3/4" 800 CFH PE STICK EFV - UMAC	100	EA	\$20.00	\$2,000.00
45	3/4" PE BUTT FUSE FULL PORT CURB VALVE (KEROTEST P/N 99047511)	100	EA	\$28.00	\$2,800.00
46	3/4" MERCH STEEL BLK SQ HEAD PLUG- DOMESTIC OR SMITH COOPER	250	EA	\$0.65	\$162.50
47	3/4" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	100	EA	\$2.50	\$250.00
48	3/4" x CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	800	EA	\$0.68	\$544.00
49	3/4" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$0.80	\$160.00
50	3/4" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$0.98	\$196.00
51	3/4" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$1.15	\$230.00
52	3/4" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$1.60	\$640.00
53	3/4" X 8" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$2.60	\$520.00
54	3/4" X 12" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	600	EA	\$2.85	\$1,710.00
55	1" STD MI BLK COUPLING - DOMESTIC OR SMITH COOPER	500	EA	\$2.99	\$1,495.00
56	1" STD MI BLK 90 EL - DOMESTIC OR SMITH COOPER	1000	EA	\$2.75	\$2,750.00
57	1' X CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$1.10	\$220.00
58	1" X 2" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	100	EA	\$1.15	\$115.00

59	1" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$1.30	\$260.00
60	1" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$1.45	\$290.00
61	1" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	400	EA	\$2.20	\$880.00
62	2" STD MI BLK STL COUPLING - DOMESTIC OR SMITH COOPER	20	EA	\$7.75	\$155.00
63	2" STD MI BLK STL 90 EL - DOMESTIC OR SMITH COOPER	20	EA	\$9.95	\$199.00
64	2" X CLOSE STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$2.55	\$127.50
65	2" X 3" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$2.95	\$147.50
66	2" X 4" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$3.35	\$167.50
67	2" X 6" STD BLK STL NIPPLE - DOMESTIC OR SMITH COOPER	50	EA	\$4.25	\$212.50
68	¾" BRASS MTR STOP BALL VALVE W/LOCKWING (RUB)	500	EA	\$11.15	\$5,575.00
69	1" PITT METER SWIVELS(1-1/4" NUT, 1"PITT SWIVEL) - CENTRAL	1000	EA	\$9.25	\$9,250.00
70	1" PITT METER WASHERS	1000	EA	\$0.45	\$450.00
71	BARREL LOCKS FOR GAS L/W - BROOKS	600	EA	\$2.60	\$1,560.00
72	BARREL LOCK KEYS - BROOKS	10	EA	\$70.00	\$700.00
73	16 OZ. PIPE THREAD SEALANT - JOMAR GIMME THE GREEN	48	EA	\$15.00	\$720.00
74	1 GALLON LOW TEMP LEAK SOAP - SHERLOCK	60	EA	\$19.00	\$1,140.00
75	4 X 5/8" EF TAP TEE W/EFV 800 - IPEX OR FRIALEN	150	EA	\$67.00	\$10,050.00
76	1 X ¾" BLK BELL REDUCER - DOMESTIC OR SMITH COOPER	500	EA	\$3.60	\$1,800.00
77	2" INSULATED UNIONS - DOMESTIC OR SMITH COOPER	50	EA	\$39.00	\$1,950.00
78	¾ X 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$3.00	\$600.00
79	¾ X 18" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$7.00	\$1,400.00

80	1 X 7" STD BLK NIPPLE - DOMESTIC OR SMITH COOPER	200	EA	\$4.00	\$800.00
81	1" NO BLO TEE - MUELLER	50	EA	\$67.00	\$3,350.00
82	#79344 STEM O-RING 1" (NO-BLO GASKET) - MUELLER	50	EA	\$2.15	\$107.50
83	#79345 CAP O-RING 1" (NO-BLO GASKET) - MUELLER	50	EA	\$3.20	\$160.00
84	3/4" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	100	EA	\$2.80	\$280.00
85	1" STEEL SOCKET WELD 3000# COUPLING - WELDBEND OR DOMESTIC	50	EA	\$3.25	\$162.50
86	3/4" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	50	EA	\$12.00	\$600.00
87	1" WPHY52 STD WELD CAP STEEL - WELDBEND OR DOMESTIC	50	EA	\$14.00	\$700.00
88	2" WPHY-52 STEEL WELD CAPS - WELDBEND OR DOMESTIC	25	EA	\$77.00	\$1,925.00
89	2" WPHY-52 STEEL WELD 90 DEGREE ELL. - WELDBEND OR DOMESTIC	25	EA	\$64.00	\$1,600.00
90	3/4" x 6" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	100	EA	\$7.00	\$700.00
91	3/4" x 12" SCH80 TOE NIPPLE (WELD END BEVELED) - DOMESTIC OR SMITH COOPER	50	EA	\$16.50	\$825.00
92	3/4" STEEL WELD BY WELD 800 EFV - PERFECTION	10	EA	\$29.00	\$290.00
93	25"-36" PLASTIC VALVE BOX W/ CAST IRON COLLAR	10	EA	\$95.00	\$950.00
94	20" EXTENSION FOR PLASTIC VALVE BOX	10	EA	\$26.00	\$260.00
95	5 -1/4 " "GAS" LID FOR VALVE BOX	10	EA	\$11.00	\$110.00
96	2" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	10	EA	\$9.00	\$90.00
97	4" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$15.00	\$300.00
98	6" CAST IRON COLLAR RISER FOR 5 1/4 VALVE LID	20	EA	\$20.00	\$400.00
99	2" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	10	CS	\$280.00	\$2,800.00
100	4" CASE H-35 TAPECOAT GRAY WRAP - TAPECOAT	10	CS	\$285.00	\$2,850.00

BID TABULATION

PAGE 6

9.

101	4-1/2" x 6' SCH 40 A500 GRADE B DOMESTIC STEEL PIPE BOLLARD - DOMESTIC	100	EA	\$88.00	\$8,800.00
102	4" SCH 40 PVC BOLLARD CAPS	100	EA	\$8.00	\$800.00
103	RHINO TRIVIEW TEST STATION: 66", YELLOW, UV STABLE, WITH TWO INSIDE TERMINALS AND A BLACK CAP (P/N TVTI66YB2) WITH LAWRENCEVILLE GAS DECAL (SD-9546); 2 7/8" X 16", WHITE, 5-BLK/YLW/811, WARNING GAS PIPELINE, 811, IN EMERGENCY CALL CITY OF LAWRENCEVILLE DAY TIME: 770-963-3332, EVENING: 770-963-2443 - RHINO	100	EA	\$29.25	\$2,925.00
104	RHINO TRIVIEW PIPELINE MARKER: 66" WITH BLACK CAP, UV STABLE YELLOW, (P/N TVF66YB) WITH LAWRENCEVILLE GAS DECAL (SD9546) - RHINO	100	EA	\$19.75	\$1,975.00
	TOTAL			\$258,262.75	
Will vendor hold pricing firm? Renewal Option 1				2% - 5% Increase	
Will vendor hold pricing firm? Renewal Option 2				2% - 5% Increase	
Will vendor hold pricing firm? Renewal Option 3				2% - 5% Increase	
Will vendor hold pricing firm? Renewal Option 4				2% - 5% Increase	

Recommended vendor:

Consolidated Pipe & Supply Co., Inc.
 194 Hurricane Shoals Road
 Lawrenceville, GA 30045
 P: 770-822-9664
 F: 770-822-9323
 email: proot@consolidatedpipe.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 12, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Memorandum of Agreement with Gwinnett County to provide Long-Term Ambient Trend Monitoring and Macroinvertebrate Bioassessment Monitoring Data
Department:	Engineering/Storm Water
Date of Meeting:	Wednesday, August 12, 2020
Fiscal Impact:	None
Presented By:	Dennis Billew
Action Requested:	Approve the Memorandum of Agreement with Gwinnett County to provide Long-Term Ambient Trend Monitoring and Macroinvertebrate Bioassessment Monitoring Data

Summary: Metro North Georgia Water Planning District has developed a Water Resource Management Plan, which requires local governments in the District to monitor water quality in local streams for Long-Term Ambient Trend and Macroinvertebrate Bioassessment. Gwinnett County has a Georgia EPD-approved Watershed Protection Plan therefore; it can share this data with any City within Gwinnett County. Since Gwinnett Division of Water Resources [DWR] will be monitoring streams throughout the county it is logical that DWR monitor and report for Cities within Gwinnett County. This MOA provides for Gwinnett to obtain and submit the required data.

Attachments/Exhibits:

Final Cities MOA for Metro District

MEMORANDUM OF AGREEMENT
By and Between The
Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross,
Peachtree Corners, Snellville, Sugar Hill and Suwanee
And
GWINNETT COUNTY, GEORGIA
TO PROVIDE LONG-TERM AMBIENT TREND MONITORING AND
MACROINVERTEBRATE BIOASSESSMENT MONITORING DATA

The Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Peachtree Corners, Snellville, Sugar Hill and Suwanee, and Gwinnett County, Georgia hereby enter into an agreement to make the Long-Term Ambient Trend Monitoring Data and Macroinvertebrate Bioassessment Monitoring Data available to the Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Peachtree Corners, Snellville, Sugar Hill and Suwanee.

The Metropolitan North Georgia Water Planning District (Metro District) operates as a planning entity charged with developing comprehensive regional and watershed-specific plans to be implemented by local governments in the Atlanta Metropolitan Area. As such they have developed The Water Resource Management Plan ("Metro District Plan"), dated June 2017, which includes Action Items concerning monitoring the water quality in the streams located within Gwinnett County (Watershed 10; Long-Term Ambient Trend Monitoring, and Watershed 11; Macroinvertebrate Bioassessment). These Action Items require local governments to monitor permanent representative stations for water quality indicators or macroinvertebrate bioassessment indicators. One option for the local governments to meet these Action Items is to follow a Georgia EPD-approved Watershed Protection Plan. Since Gwinnett County has a Georgia EPD-approved Watershed Protection Plan, the County can share this data with any city within Gwinnett County.

By signing this MOA, all parties agree to the following:

- 1) As shown in the Metro District Plan, Action Item Watershed 10, Long-Term Ambient Trend Monitoring; each local government may monitor permanent representative stations consistent with a Georgia EPD-approved Watershed Protection Plan. Any signatory City may request the County's data from its Georgia EPD approved Watershed Protection Plan and use it to meet the requirements of Item one (1) of Action Item Watershed 10, Long-Term Ambient Trend Monitoring.
- 2) As shown in the Metro District Plan, Action Item Watershed 11, Macroinvertebrate Bioassessment Monitoring; each local government may monitor permanent representative stations consistent with a Georgia EPD-approved Watershed Protection Plan. Any signatory City may request the County's data from its Georgia EPD approved Watershed Protection Plan and

use it to meet the requirements of Item one (1) of Action Item Watershed 11, Macroinvertebrate Bioassessment Monitoring.

- 3) Gwinnett County is responsible for complying with Metro District requirements as described herein, will make every effort to complete the monitoring as described within the Gwinnett County Watershed Protection Plan. However, if sampling is not performed as described therein, the County will record the reasons for the error and provide to any signatory City the reason the data was not collected upon request. The County and Cities agree that the County cannot be held responsible for any non-compliance attributed to any signatory City by any regulatory agency, and that any non-compliance will remain solely an issue for the signatory City and the particular agency.
- 4) Gwinnett County may occasionally modify the Gwinnett County Watershed Protection Plan. Where such a modification occurs, the County will notify the signatory Cities within thirty (30) days of the EPD's approval of such modifications.
- 5) This MOA shall continue in effect from year-to-year and can be terminated at the will of any signatory party upon thirty (30) calendar days' written notice to the other party.
- 6) This MOA constitutes the entire agreement between the parties as to all matters contained herein. All subsequent changes to this MOA must be in writing and signed by all parties.
- 7) This Memorandum of Agreement by and between Cities of Berkeley Lake, Dacula, Duluth, Grayson, Lawrenceville, Lilburn, Norcross, Peachtree Corners, Snellville, Sugar Hill and Suwanee and Gwinnett County for dissemination of data concerning the Long-Term Ambient Trend Monitoring and Macroinvertebrate Bioassessment Monitoring will become effective this_____. day of_____ 2020.

In witness hereof, the parties hereto acting through their duly authorized agents have caused this MOA to be signed.

(SIGNATURES BELOW ON SEPARATE PAGES)

Signed, sealed and delivered in the presence of: CITY OF BERKELEY LAKE

Unofficial Witness

By: _____
Lois Salter
Mayor

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

City Attorney

By: _____
(Name)

Signed, sealed and delivered in the presence of:

CITY OF DACULA

Unofficial Witness

By: _____
Joey Murphy
City Administrator

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF DULUTH

Unofficial Witness

By: _____
James Riker
City Manager

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF GRAYSON

Unofficial Witness

By: _____
Allison Wilkerson
Mayor

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF LAWRENCEVILLE

Unofficial Witness

By: _____
Chuck Warbington
City Manager

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF LILBURN

Unofficial Witness

By: _____
Bill Johnsa
City Manager

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF NORCROSS

Unofficial Witness

By: _____
Rudolph Smith
City Manager

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF PEACHTREE CORNERS

Unofficial Witness

By: _____
Brian Johnson
City Manager

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF SNELLVILLE

Unofficial Witness

By: _____
Barbara Bender
Mayor

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF SUGAR HILL

Unofficial Witness

By: _____
Paul Radford
City Manager

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

CITY OF _____Suwanee_____

Unofficial Witness

By: _____
James M. Burnette, Jr.
Mayor

Notary Public
City Clerk

Attest: _____
(Name)

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

GWINNETT COUNTY

Unofficial Witness

By: _____
Charlotte J. Nash
Chairman

Notary Public

Attest: _____
Diane Kemp
County Clerk

My commission expires:

[NOTARY SEAL]

Approved as to Form:

Senior Assistant County Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 24, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchasing Ordinance Amendment
Department:	Purchasing
Date of Meeting:	Monday, August 24, 2020
Fiscal Impact:	None
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approve an ordinance to amend Chapter 2, Article IX, Section 2-266 related to vehicle purchases.

Summary: This change to the Purchasing Ordinance is to update the section on vehicle purchases to allow flexibility within the annual budgeted amount for replacement and new vehicles.

Background: The current ordinance states if the purchase of a specific type of vehicle is included on an approved list in the vehicle replacement program and/or a new vehicle in the annual budget and the bid price does not exceed the budgeted amount for that specific vehicle, the City Manager shall be authorized to purchase without seeking additional or specific approval of the City Council.

Staff is proposing to update this section so if the purchase of a specific vehicle is included as part of the budget and the cumulative amount for the purchase of the vehicles does not exceed the budgeted amount in the vehicle replacement program and the amount budgeted for new vehicles, then the City Manager shall be authorized to purchase the approved vehicles without seeking additional or specific approval of the City Council. The budget estimates for specific vehicles have to be completed as part of the budget process early in the year and there is generally a model year change during the time we are trying to purchase vehicles so it makes it difficult to pinpoint an exact amount for each individual vehicle. This will give staff some flexibility within the budgeted amount Council approves and still use a competitive process.

Fiscal Impact: None

Attachments/Exhibits:

Copy of the proposed Ordinance change attached.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, CHAPTER 2, ARTICLE IX, SEC. 2-266. – VEHICLE PURCHASES

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2, Article IX, Sec.2-266. – Vehicle Purchases of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Chapter 2, Article IX, Sec.2-266. – Vehicle Purchases in its entirety and replacing it with the following:

Sec.2-266. – Vehicle Purchases.

Competitive procurement methods shall be used for all vehicle purchases. The Purchasing Director shall work with departments to determine the appropriate procurement method to ensure the best value for the City. Once the solicitation process is complete, the City Manager shall be authorized to approve the purchase of replacement and new vehicles as long as the total expenditure shall not exceed the cumulative approved budget amount in any fiscal year without seeking additional or specific approval of the City Council. For the purposes of this section, the term "vehicle" means automobiles, motorcycles, heavy equipment, heavy machinery, trailers and similar items.

Except as amended in this Ordinance, all other provisions of Chapter 2, Article IX of the Code of the City of Lawrenceville, Georgia, shall remain in full force and effect.

IT IS SO ORDAINED, this 24TH day of August, 2020.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 24, 2020

AGENDA CATEGORY: PUBLIC HEARING OLD BUSINESS

Item:	RZC2020-00016 & SUP2020-00032; Family Promise of Gwinnett County; 757 Moon Road
Department:	Planning and Development
Date of Meeting:	Monday, August 24, 2020
Applicant Request:	Rezoning from RS-180 to BG, with a Special Use Permit
Presented By:	Todd Hargrave
Department Recommendation:	DENIAL
Planning Commission Recommendation:	Approval with Planning Commission recommended conditions

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

Attachments/Exhibits:

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

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

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

ZONING HISTORY:

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

PROJECT DATA:

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

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

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

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

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

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

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No Comment

WATER DEPARTMENT

No Comment.

CODE ENFORCEMENT

No Comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZC2020-00016:

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

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

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

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

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

SUP2020-00032:

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

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

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

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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

Carol Love
SIGNATURE OF APPLICANT

6-3-2020
DATE

John Talipsky Jr.
SIGNATURE OF OWNER

6/3/2020
DATE

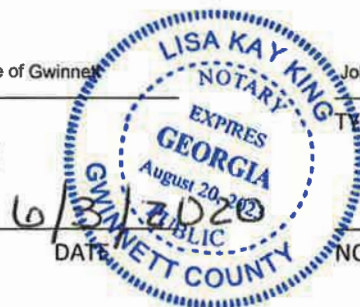
Carol Love on behalf of Family Promise of Gwinnett County

TYPED OR PRINTED NAME

Lisa Kay King

NOTARY PUBLIC

DATE



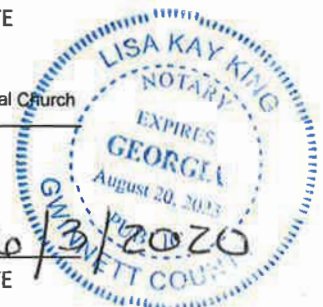
John Talipsky Jr. on behalf of St. Edwards Episcopal Church

TYPED OR PRINTED NAME

Lisa Kay King

NOTARY PUBLIC

DATE



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

RZC2020-00016

SUR2020-00032

Received: 06.03.2020

Planning & Development



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

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

Carol Love

SIGNATURE OF APPLICANT

6/2/2020

DATE

Carol Love on behalf of Family Promise of Gwinnett

TYPED OR PRINTED NAME

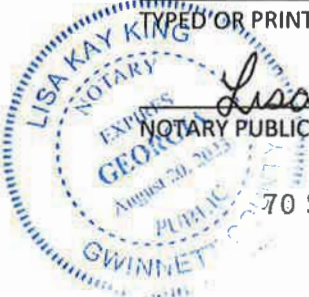
John Talipsky Jr.

SIGNATURE OF OWNER

DATE

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

TYPED OR PRINTED NAME



Lisa Kay King

NOTARY PUBLIC

DATE



Lisa Kay King

NOTARY PUBLIC

DATE

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RZC2020-00016

SUP2020-00032

Received: 06.03.2020

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LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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

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RZC2020-00016
SUP2020-00032
Received: 06.03.2020
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LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

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

Carol Love
 Signature of Applicant

Mary *6-2-2020*
 Date

Carol Love, Executive Director for Family Promise of Gwinnett County

Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Julie Smith
 NAME

TSA II
 TITLE

6-2-2020
 DATE

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

June 3, 2020

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

Dear Mr. Hargrave,

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

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

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

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

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

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

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

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

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

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

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

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

Occupancy Rules

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

Occupancy break out for Promise Haven house.

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

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

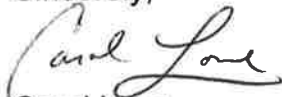
Bedroom 3 (Upstairs) – approx. 200 sq. ft., 4 individuals

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

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

Thank you for your consideration.

Sincerely,



Carol Love

Executive Director, Family Promise of Gwinnett

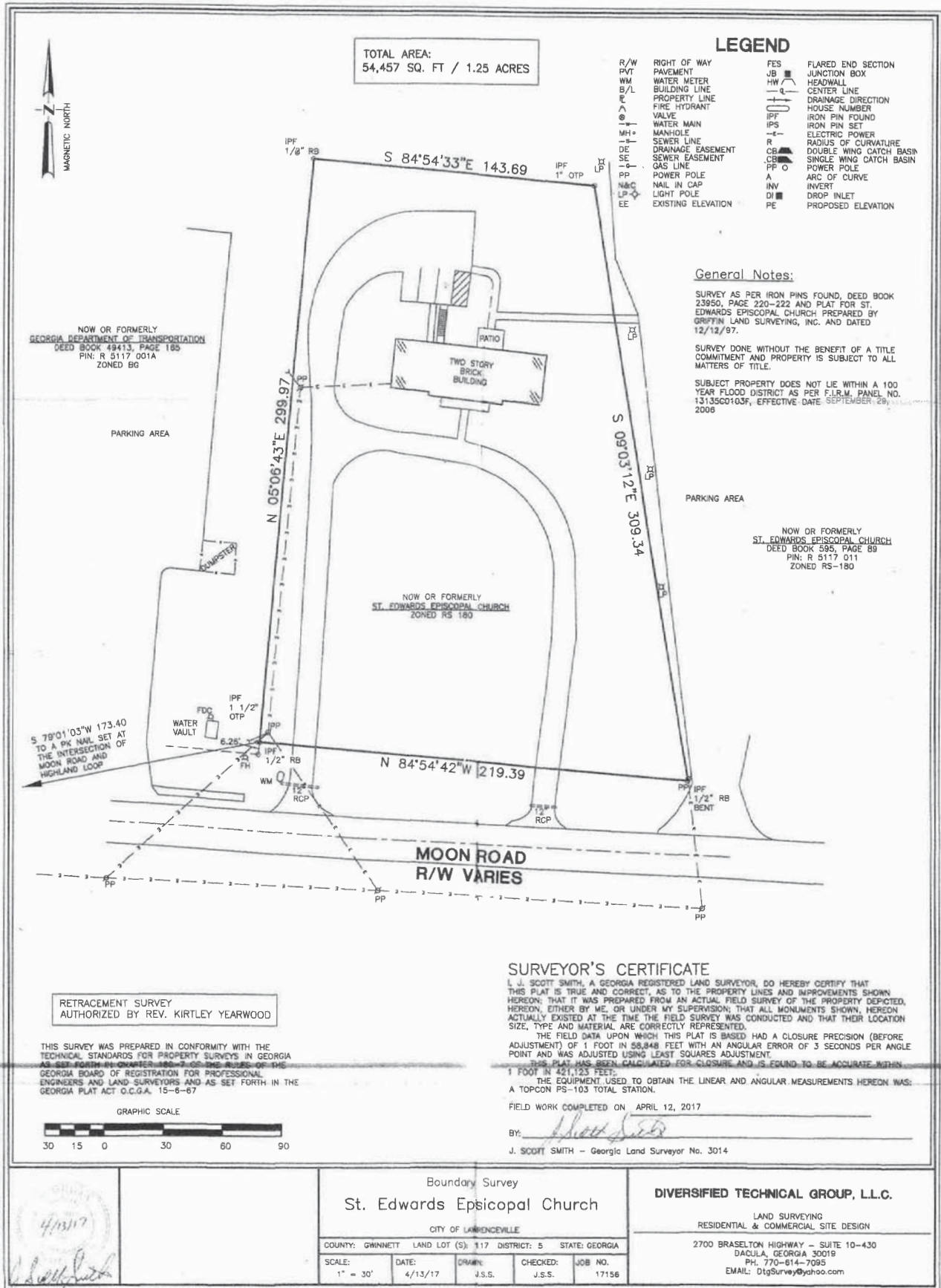
RZC2020-00016
SUP2020-00032
Received: 06.03.2020
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Legal Description: Metes and Bounds

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

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

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





BAKER LAND DESIGN

LANDSCAPE ARCHITECTURE
LAND PLANNING
CERTIFIED ARBORIST

3471 DONAVILLE ST.
SUITE 200
DULUTH, GA 30096
PHONE: (404) 787-8973
WWW.BAKERLANDDESIGN.COM

SURVEY OF EXISTING CONDITIONS

FOR THE

ST. EDWARDS
EPISCOPAL
CHURCH

COUCH MASON
HOUSE

REVISIONS

DRAWN BY: BH

CHECKED BY: TB

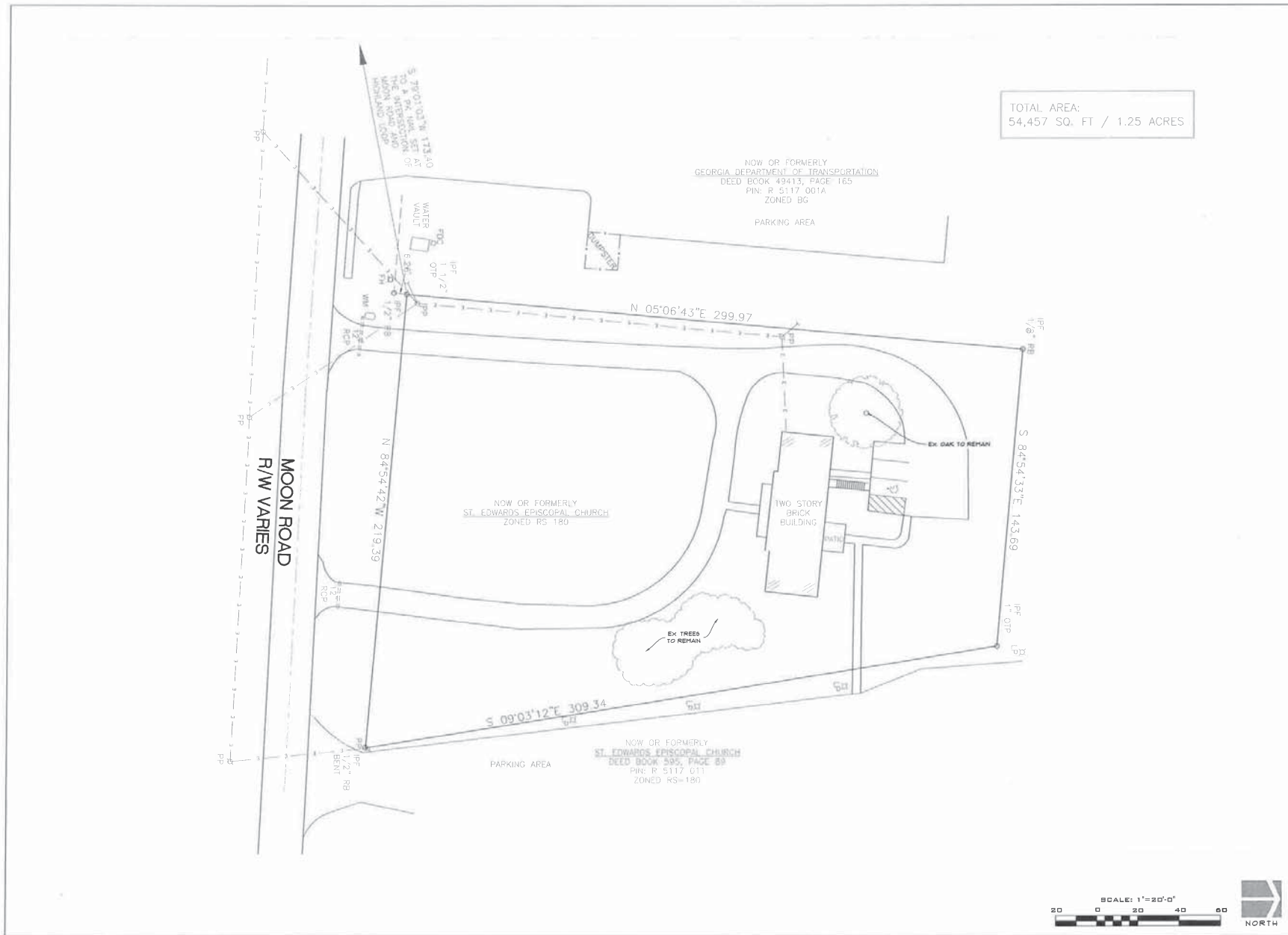
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DATE: 8/2/20

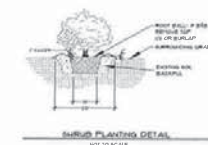
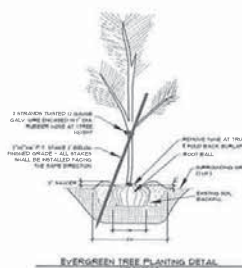
JOB NO. 00032

SHEET 1 OF 2

Received: 06.03.2020
Planning & Development



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

LOCATION MAP
N.T.S.

LANDSCAPE ARCHITECTURE
LAND PLANNING
CERTIFIED ARBORIST

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

PROPOSED IMPROVEMENTS

SITE PLAN

FOR THE

ST. EDWARDS
EPISCOPAL
CHURCH

COUCH MASON
HOUSE



REVISIONS

DRAWN BY: BH

CHECKED BY: TF

SCALE: 1"=20'-0"

DATE: 6/2/20

Received: 06.03.2020
SHEET 2 OF 2
Planning & Development

Page 59



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



12.

*The City of Lawrenceville
Planning & Development*

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

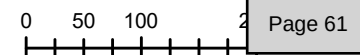
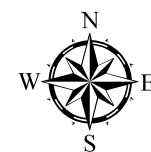
Applicant:
**Family Promise of
Gwinnett County**

Legend

-  Subject Property
-  Parcels
-  Roads

ZONING

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





12.

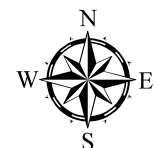
*The City of Lawrenceville
Planning & Development*

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

Applicant:
**Family Promise of
Gwinnett County**

Legend

-  Subject Property
-  Parcels
-  Roads



**PLANNING COMMISSION
RECOMMENDED CONDITIONS**

ADDITIONS – BOLD

DELETIONS - ~~STRIKETHROUGH~~

RZC2020-00016:

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

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

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

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

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

PLANNING COMMISSION
RECOMMENDED CONDITIONS
ADDITIONS – BOLD
DELETIONS - STRIKETHROUGH

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

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

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 24, 2020

AGENDA CATEGORY: PUBLIC HEARING OLD BUSINESS

Item:	SU-18-21, Gann Enterprises Inc., c/o Andersen, Tate & Carr, P.C.; 45 East Crogan Street
Department:	Planning and Development
Date of Meeting:	Monday, August 24, 2020
Fiscal Impact:	None
Presented By:	Todd Hargrave
Department Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with staff's conditions

Summary: The applicant is requesting a Special Use Permit to continue to use the property as an auto sales lot. The subject property is a 2-acre parcel, zoned BG (General Business District), located on the south side of East Crogan Street and east of its intersection with Scenic Highway. The applicant is requesting the special use permit in order to bring the property into compliance with the City's Zoning Ordinance.

Attachments/Exhibits:

SU-18-21 Report
 SU-18-21 Attachments
 SU-18-21 Proposed Conditions

**CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE IN CONDITIONS AND SPECIAL USE PERMIT REPORT**

SPECIAL USE PERMIT CASE NUMBER: SU-18-21

PROPERTY OWNER: Gann Enterprises Inc.

APPLICANT NAME: Gann Enterprises Inc. c/o Andersen, Tate & Carr

PROPERTY IN QUESTION: 45 East Crogan Street

PARCEL ID NUMBERS: 5-174-042

PRESENT ZONING: BG

PROPOSED USE: Continuance of auto sales on property

ORDINANCE SECTION: 7.9

EXISTING CONDITIONS: Property is developed as a car lot with one modular office.

SITE PLAN RECOMMENDATION: None.

PROPERTY ZONING HISTORY: Per city records, the property has been BG (General Business District) since the City's incorporation.

FUTURE DEVELOPMENT MAP: Downtown Character Area

OVERLAY DISTRICT: None

ZONING RECOMMENDATION INCLUDING CONDITIONS AND SAFEGUARDS TO ENSURE CONFORMITY TO THE ZONING ORDINANCE:

The applicant is requesting a Special Use Permit to continue to use the property as an auto sales lot. The subject property is a 2-acre parcel, zoned BG (General Business District), located on the south side of East Crogan Street and east of its intersection with Scenic Highway. The applicant is requesting the special use permit in order to bring the property into compliance with the City's Zoning Ordinance.

The property is currently developed as a car lot with one modular office. Access to the property is off one right-in, right-out driveway on East Crogan Street and one unused driveway on Scenic Highway. The site plan shows the overall land to be paved but does not show lined parking spaces. The applicant proposes to place a 12 by 45-foot modular office on the northeast side of the property where the current modular office is. Per the site plan, there will be a Stormwater management facility on the southeast side of the property.

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Downtown Character Area. The character area encourages general commercial development that enhance and maintain the existing history of the City. It encourages new buildings to be complementary in scale and have their own style rather than mimicking older styles. The applicant proposes to have a modular office, however, staff recommends to make every effort to meet the Downtown Development Authority and the Architectural Review

Board's goals to improve the aesthetics of street and built environment and enhance Lawrenceville's historic quality by ensuring that new and rehabbed buildings are compatible with the character of the Downtown. With recommended conditions, the use of the property as an auto sales lot would be consistent with policies of the Comprehensive Plan and the Future Development Map.

The surrounding area is characterized by commercial uses all zoned BG (General Business District). To the north across East Crogan Street is the Rhodes Jordan Park and to the west of the park is an auto repair shop. Adjacent to the east is property used for mini-warehouses and other commercial uses that serve the residential communities farther to the east. The property adjacent to the south is developed with a dwelling and across Scenic Highway to the west is an undeveloped property.

The proposed continuance use of the property as an auto sales lot may be consistent with policies of the Comprehensive Plan, if operated with recommended conditions. Therefore, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

SU-18-20:

Approval of a Special Use Permit for the continuance use of the property as an Auto Sales Lot subject to the following enumerated conditions:

1. Auto Sales Lot as a Special Use permit in BG (General Business District) zoning.
2. The modular building shall have the appearance as if it were a permanent structure with architectural treatments such as brick, fiber cement siding, or stacked stone to maintain the intent of the Downtown Development Authority. Subject to review and approval by the Director of the Planning and Development Department.
3. No storage of disassembled cars, car parts/car body parts, tires, or other similar materials shall be permitted.
4. Any repair or servicing of vehicles shall be prohibited.
5. All display vehicles shall be parked on paved surfaces and within lined spaces.
6. Outdoor speakers or sound amplification systems shall be prohibited.
7. Exterior lighting shall be designed and directed so that it does not shine directly onto adjacent properties or right-of-way.
8. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
9. Sign-walkers and sign-twirlers shall be prohibited.
10. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease, or an application shall be made for renewal of the Special Use Permit.

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 1
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *There is benefit to the property owner and public.*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The requested Special Use Permit will not impose any hardship upon the individual property owner.*
5. **What is the suitability of the subject property for its current zoning?** *The proposed use is compatible with the existing principal use and neighboring uses.*
6. **What is the suitability of the subject property for the proposed zoning?** *No rezoning is proposed.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *The property has been occupied continuously.*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The proposed accessory use is considered compatible with recommendations of the Downtown Character Area.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Automobile sales require a Special Use Permit.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *The proposed use will not require additional variances or exceptions.*

LETTER OF INTENT FOR SPECIAL USE PERMIT APPLICATION
OF GANN ENTERPRISES, INC.

Andersen Tate & Carr, P.C. submits this Letter of Intent and attached Special Use Permit Application ("Application") on behalf of the property owner, Gann Enterprises, Inc. (the "Applicant") for the purpose of requesting a special use permit for the continued use of an automobile sales business on an approximate 2.032-acre tract located at the intersection of Scenic Highway (State Route 124) and East Crogan Street (the "Subject Property"). The Property is currently zoned BG.

The Applicant is requesting a special use permit in order to bring the current use of the Property into compliance with the requirements of the 2005 City of Lawrenceville Zoning Ordinance, which will include paving the property. The Subject Property is located at the intersection of two major transportation corridors and the surrounding area is characterized by commercial uses. Specifically, the Subject Property is surrounded by an auto repair business to the North and a self-storage facility to the East.

The Applicant welcomes the opportunity to meet with staff of the City of Lawrenceville Planning & Zoning Department to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Application filed herewith. The Applicant respectfully requests your approval of this Application.

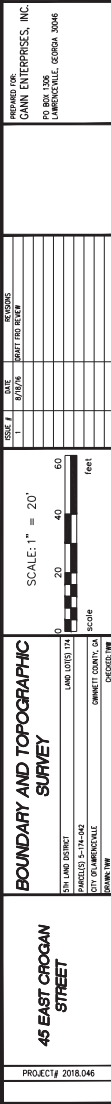
Respectfully submitted this 14th day of December, 2018.

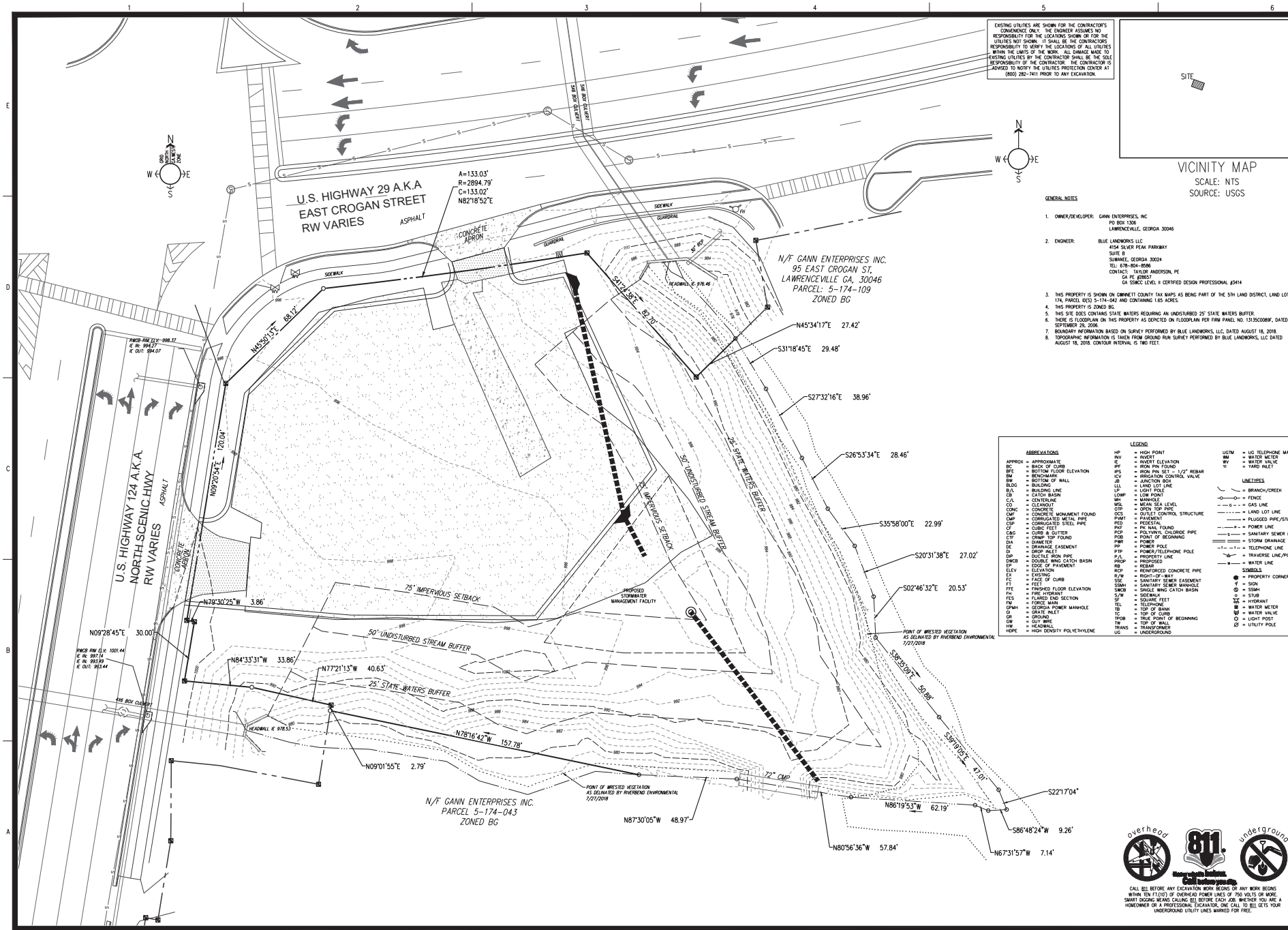
ANDERSEN TATE & CARR, P.C.


Melody A. Glouton, Esq.
Attorneys for Applicant

PROPERTY DESCRIPTION

BEGINNING at the point of intersection of the south right of way line of U. S. Highway 29 with the east right of way line of Lawrenceville-Snellville Highway; run thence easterly along the southerly right of way line of U. S. Highway 29, a/k/a Lawrenceville-Winder Highway, a distance of 165 feet, more or less, to the point at which said right of way line is intersected by the centerline of a creek; run thence southerly along the centerline of said creek (which creek is sometimes known as Arnold Branch) and continuing southwesterly along the centerline of a stream sometimes known as Cemetery Branch, to a point on the north line of property now or formerly owned by Edmonds; run thence westerly along the north line of said Edmonds property 250 feet, more or less, to a point on the east right of way line of the Lawrenceville-Snellville Highway; run thence northeasterly along said right of way line a distance of 239 feet, more or less to the point of intersection of the east side of the Lawrenceville-Snellville Highway with the south right of way line of U. S. Highway 29, which is the place or point of beginning.







13.

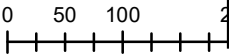
*The City of Lawrenceville
Planning & Development*

**Aerial Map and
Surrounding Area
File # SU-18-21**

**Applicant:
Gann Enterprises Inc.**

Legend

- Roads
- Parcels





The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning File # SU-18-21

Applicant:
Gann Enterprises Inc.

Legend

 Subject Property

 Roads

 Parcels

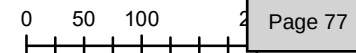
ZONING

 BG

 OI

 RM-M

 RS150





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, AUGUST 24, 2020

AGENDA CATEGORY: COUNCIL BUSINESS, OLD BUSINESS

Item:	LPAC Construction Material Testing and Special Inspections Change Order 1
Department:	Administration
Date of Meeting:	Monday, August 24, 2020
Fiscal Impact:	\$95,281.00
Presented By:	Chuck Warbington
Action Requested:	Approval of LPAC Construction Material Testing and Special Inspections Change Order 1 to Geo-Hydro Engineers, Inc., amount not to exceed \$95,281.00. Authorization for Mayor to execute Change Order 1.

Summary: The original contract was based on estimated services that are performed on an “as-needed” basis with trip charges and hourly rates. The contributing factors for this change order include: full-time observations for the basement foundations requested by the contractor, additional site visits required to retest deficient construction, additional site visits associated with remediation for wet soils and shallow rock, additional site visits due to construction sequencing and scheduling requiring more site visits than originally proposed; additional site visits due to weather related issues; and associated project management.

Background: The original contract was awarded at the June 3, 2019 Council Regular Session in the amount of \$79,719.00.

Fiscal Impact: Amount not to exceed \$95,281.00. This project is funded by the SPLOST Fund (3246184.541316). Project SP-005. Total contract value with this change order is \$175,000.00.

Attachments/Exhibits:

Change Order 1

Budget Change Order Request No. 1 - Geo-Hydro Engineers, Inc.



Page 79

City of Lawrenceville
 c/o Mr. Kip Stokes, P.E., LEED AP
 Croft & Associates, P.C.
 3400 Blue Springs Road, Suite 200
 Kennesaw, Georgia 30144

June 18, 2020

**Budget Change Order Request No. 1
 Lawrenceville Performing Arts Center
 Lawrenceville, Georgia
 Geo-Hydro Project Number 190605.10**

Dear Mr. Stokes:

Geo-Hydro Engineers, Inc. (Geo-Hydro) is currently performing construction materials testing and Special Inspections services for the above referenced project in general accordance with our proposal (Geo-Hydro Proposal No. 23339.1, dated May 24, 2019). As of May 31, 2020, our invoiced fees to date total \$107,237.25 (which is approximately 135% of the project estimate). The purpose of this letter is to document several of the contributing factors to the cost overruns and to provide a revised budget estimate.

Contributing factors for the cost overrun include: full-time observations for the basement foundations requested by the contractor, additional site visits required to retest deficient construction, additional site visits associated with remediation for wet soils and shallow rock, additional site visits due to construction sequencing and scheduling requiring more site visits than originally proposed; additional site visits due to weather related issues; and associated project management.

One of the primary contributing factors for the cost overrun is the number of site visits that we have been requested to perform between July 2019 and May 2020 for select construction activities. We originally estimated that we would be required to visit the site a total of 15 times on a part-time basis to evaluate the shallow foundations for the project. As of May 31, 2020, we estimate that the foundation construction is approximately 80% complete and we have visited the site at the request of the contractor or project team a total of 33 times. Additionally, we originally estimated that we would be required to visit the site a total of 135 times on a part-time basis to observe the placement of concrete for the project. As of May 31, 2020, we estimate that the concrete placement for the project is approximately 60% completed and we have visited the site a total of 127 times.

Due to the abnormally wet winter season in 2020, we have visited the site a total of 57 times to perform erosion control related inspections. Between January and March 2020, the northeast metro Atlanta area received about 3 times the average rainfall received during the first quarter of the year. This equates to additional post-rain event inspection events and additional turbidity sampling events in excess of our original estimate.

A summary of the number of our site visits for the related service as of May 31, 2020 is presented in Table 1 below.

Table 1: Summary of Site Visits for Related Service

Service	Est. No. of Site Visits	Actual No. of Site Visits
Field Density Testing	140	38
Shallow Foundation Evaluation	15	33
Cast-in-Place Concrete Observations and Testing	135	127
Masonry Observations and Testing	80	---
Structural Steel Observations	12	5
Fireproofing Observations and Testing	20	---
Asphalt and GAB Observations and Testing	6	5
Waterproofing Observations	5	*
NPDES-Related Services	53	57

*-Waterproofing observations generally performed concurrently during field density testing visits

A significant number of site visits performed as of May 31, 2020 have been related to remediation or retesting efforts due to retesting/reinspection of identified deficient conditions, remediation efforts related to the presence of wet and unstable soils, and additional site and remediation visits associated with the presence of shallow subsurface rock in the southeast building corner.

Reinspection site visits are defined as site visits required to check the previously identified in-place construction deficiency to confirm that the contractor has repaired the deficiency. Remediation site visits are defined as site visits requested by the contractor, Structural Engineer, or other project team member to either provide recommendations for the site conditions or to observe the contractor perform the remediation recommended by Geo-Hydro, Structural Engineer, or designated project design team member. Between June 2019 and May 2020, approximately 53 site visits were performed in association with reinspection and remediation observations and testing. The costs, including project management costs, associated with the reinspection and remediation observations are presented in Table 2 below.

Table 2: Summary of Costs Associated with Remediation and Retesting Site Visits

Service	Retesting/Remediation Site Visits	
	No. of Site Visits	Actual Costs
Field Density Testing	8	\$1,507.00
Shallow Foundation Evaluation	16	\$5,761.25
Cast-in-Place Concrete Observations and Testing	27	\$12,093.25
Structural Steel Observations and Testing	2	\$248.75
Total	53	\$19,610.25

We have been requested by Mr. Kip Stokes with Croft & Associates to develop a revised cost estimate to complete the Special Inspections and construction materials testing services for the project based on the

contractor's updated construction schedule. Despite several requests, Carroll Daniel Construction has not yet provided us with an updated construction schedule.

Based on our understanding of the remaining construction activities, we anticipate that we may be required to visit the site on a part-time basis for about 85 site visits beginning in June 2020 to complete the remaining Special Inspections and construction materials testing services. The estimated costs, including project management, associated with the remaining anticipated site visits are presented in Table 3 below.

Table 3: Estimated Costs Associated with Anticipated Remaining Work Scope

Service	Estimated No. of Remaining Site Visits	Estimated Costs
Field Density Testing	10	\$7,500.00
Shallow Foundation Evaluation	5	\$3,500.00
Cast-in-Place Concrete Observations and Testing	15	\$18,750.00
Masonry Observations and Testing	15	\$10,000.00
Structural Steel Observations and Testing	10	\$10,000.00
Fireproofing Observations and Testing	5	\$5,000.00
Pavement Observations and Testing	5	\$3,000.00
NPDES-Related Services	20	\$6,000.00
Total	85	\$63,750.00

Based on our assumptions of the anticipated remaining Special Inspections and construction materials testing required for the project, we estimate that the project budget may need to be increased by approximately \$85,281.00 to a new project budget of **\$165,000.00**.

Please note that we have provided a moderately conservative estimate; however, since we were not able to review the updated construction schedule and our assumptions for the remaining work scope with Carroll Daniel Construction, our estimate may not incorporate the planned construction sequencing accurately. Therefore we strongly recommend adding a contingency fee of \$15,000.00 to make the total project estimate \$180,000.00, which may help account for additional remediation, retesting visits, or additional visits associated with construction sequencing.

We will continue to invoice for our services on a unit rate basis in general accordance with our proposal.

* * * * *

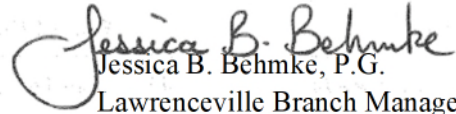
Geo-Hydro appreciates the opportunity to provide these services. If you have any questions or comments regarding this letter, please do not hesitate to contact us.

Geo-Hydro Engineers, Inc.



Andrew Bornemann, P.E.
Senior Materials Engineer

abornemann@geohydro.com



Jessica B. Behmke, P.G.
Lawrenceville Branch Manager

jbehmke@geohydro.com

190605.10 - Budget Change Order Request No. 1



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, AUGUST 24, 2020

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Resolution to approve Customer Service Policy
Department:	Finance
Date of Meeting:	Monday, August 24, 2020
Fiscal Impact:	N/A
Presented By:	Keith Lee
Action Requested:	Approve the resolution adopting the Customer Service Policy

Summary: In June of 2020, the Council approved changes to the City's Utilities' ordinance, which changed some customer service procedures. The Customer Service Policy outlines the processes we follow when working with customers. It provides a framework for the interactions with City Employees and Utility Customers.

Fiscal Impact: N/A

Attachments/Exhibits:

Resolution
Policy



Policy:	Customer Service Policy
Policy Number:	CS02
Date:	August 2020
Update:	August 2020
Authority:	Director of Financial Services

1. APPLICABILITY

The policies and procedures contained herein shall be applied equitably and uniformly to all customers regardless of the county or community in which the service address lies and without regard to city limits. Likewise, all charges and rates are applied equitably and uniformly to all residential customers regardless of the county or community in which the service address lies and without regard to city limits.

2. ESTABLISHING NEW ACCOUNT

An application for utility service shall be completed and submitted by the applicant prior to service being established. A deposit may be required, the total of which shall not exceed the amounts specified in the Service and Deposit Policy as approved by the City Manager or designee. Upon discontinuance of service, the deposit amount in excess of any unpaid bills for utility service shall be promptly refunded to the customer. Where the customer has received utility service at the same location for at least twelve (12) consecutive months and has paid each bill for service promptly, the deposit shall be automatically credited to the customer's account within thirty (30) days of the end of that consecutive 12-month period.

The customer shall receive the following information, which may be in the form of an approved application or other form of documentation:

- a) Name of Customer;
- b) Amount of Deposit;
- c) Date of Receipt;
- d) Municipal Utility Name;
- e) Statement that the deposit collected is non-interest bearing to customer;
- f) Address to where service is to be rendered; and
- g) Statement of terms under which the deposit may be refunded or applied to the customer's account.

3. SERVICE CHARGES AND RATES

Applicable service charges and rates, which may change from time to time, and are established by ordinance or tariff, are contained in a separate document, which is available to the public through the utilities website, in the Customer Service Office or upon request.

4. METER READING AND BILLING

Utility meters are read monthly and all active accounts are billed monthly. Bills may be provided to the customer using one of the following forms of communication:

- a) Physical Bill
- b) Electronic Bill

Bills may be mailed to the service address or to another mailing address, as requested by the customer whose name in which the account is established. Bills may be emailed to an email address that is provided by the customer based on the City's ability to automate the distribution of emailed correspondence.

5. FINALED AND OR CLOSED ACCOUNTS

Accounts may be subject to termination if they are 2 months past due, or if the account has remained disconnected for more than 10 days. Once terminated, a new account may be required. In order to establish a new account:

- a) The final bill must be paid in full;
- b) Application fees, connection fees, and additional deposits may be required;
- c) If there is an outstanding balance on the property, proof showing change of ownership must be provided in order to establish service.

6. REASONS FOR DISCONNECTION

Utility service may be disconnected for one or more of the following reasons:

- a) At the request of the customer;
 - i) When service to the customer constitutes an immediate hazard to persons or property;
 - ii) By order of the Georgia Public Service Commission (for Natural Gas Service), any Court, or any other authorized public agency;
- b) Violation of applicable utility rules and regulations;
- c) A bill for past service is not paid within twenty four (24) days after the bill's due date or penalty date.

7. LIMITATIONS ON DISCONNECTION

Prior to disconnecting or interrupting service for non-payment, the following information will be provided to the account holder:

- a) Written notice of the pending disconnection at least five (5) days prior to the date of disconnection. Such notice shall include:
 - 1. The earliest date for the proposed disconnection;
 - 2. The amount due and the reason for the proposed disconnection; and
 - 3. A telephone number the customer may call for information about the proposed disconnection.
- b) Customer service will make available whatever information it has concerning any programs through which a customer may apply for assistance in paying past due

utility bills. The information shall be published on the utilities website, available in the Customer Service Office and available upon request. The City shall not be responsible for determining qualifications or applicability for any program for which it provides information.

8. DISCONNECTION DURING ILLNESS

Utility service shall not be disconnected for past due residential accounts when the customer provides verifiable documentation from a physician, county board of health, hospital or medical clinic that the utility customer is experiencing a serious illness, or has experienced a serious accident, where disconnection of service would be detrimental to the customer's health. However, if such accommodation is granted, the customer will not be relieved of the obligation to pay for services rendered or utilities delivered. The customer shall provide:

- a) A document from a medical professional to the Customer Service Office either in physical or electronic form;
 - i) The document shall include contact information for the physician, county board of health, hospital or medical clinic;
 - ii) The document shall be signed and dated;
- b) Upon receipt of the document:
 - i) The Customer Service Manager or Coordinator shall work with the customer to establish a payment plan not to exceed 6 months for the account balance; and
 - (1) Customer failing to meet the obligations of the payment plan may be subject to disconnection.

9. SEASONAL RESTRICTIONS

- a) The City shall not discontinue gas or electric service to a residential customer between November 15th and March 15th if the forecasted local low temperature is below 32°F for a 48-hour period beginning at 8:00 A.M. on the date of the proposed disconnection;
- b) The City shall not discontinue electric service to a residential customer if, prior to 8:00 A.M. on the date of the scheduled disconnection, a National Weather Service Heat Advisory or Excessive Heat Warning is in effect, or is forecasted to be in effect by the National Weather Service;

10. CUSTOMER'S RIGHT TO APPEAL

If a customer disputes a bill, he or she should contact a Customer Service Representative in the Customer Service Office with an inquiry as soon as possible. In reviewing the inquiry, the City shall:

- a) Review the request and determine if billing or meter error exist;
- b) Evaluate the inquiry for solutions based on written policies;
- c) In the event the Customer Service Representative is unable to resolve the issue then:
 - i) The Customer Service Representative shall either connect the customer with the Customer Service Coordinator or provide the contact information for the Customer Service Coordinator to the customer;
 - ii) The Customer Service Coordinator shall evaluate the situation for a potential solution after receiving information regarding the inquiry. The Customer Service

Coordinator shall consider the customer's perspective, city policies and procedures, and consult with the Customer Service Manager.

- iii) If the Customer Service Coordinator and Customer Service Manager are unable to determine a solution, then the Customer Service Manager shall provide a written explanation to the Director of Financial Services. The Director of Financial Services shall review the inquiry to determine if all options have been considered.
 - iv) If the customer is not satisfied with the Director of Financial Service's decision, then an appeal may be made to the City Manager or designee.
- 1) After exhausting all local and direct measures of appeal to satisfactorily resolve the inquiry, the customer may submit a written or oral request, to be followed by a request in writing, that the Georgia Public Service Commission investigate the inquiry either before or after service has been terminated.
 - 2) Nothing herein shall relieve the customer of being current with said account and continuing to remit payment for service received while the accuracy of an inquiry is being investigated or appealed. If an inquiry is determined to be in favor of the customer, no late fees, penalties, or interest shall accrue and the same shall be refunded where applicable.

11. ACCOUNT SETUP AND INITIATION

The City shall have an application approved by the Director of Finance for utility applications and the application should include:

- a) Customer's name;
 - b) Service address;
 - c) Contact information;
 - d) Mailing address;
 - e) Valid form of ID;
 - f) Proof of Ownership, Rental or Lease; and
 - g) Other information needed to process an application.
- 1) The application for new service will be available on a city website, by email or in physical form.
 - a) The application may be a form for new service or transfer of service;
 - i) Transfer of service may only be transferred in the name of the original account holder;
 - ii) Additional names may be added, with Valid ID. May only be associated with the mailing address.
 - 2) Landlord accounts may be setup along with tenant accounts;
 - a) Landlord accounts may become active accounts between tenants, without the submittal of a new application for service;
 - b) Landlord accounts may receive late notices for tenant accounts;
 - 3) Accounts may be updated with valid documentation:
 - a) Marriage Certificate;
 - b) Death Certificate;
 - c) Court documents related to name change;
 - d) Or other items validating the new information.

12. BAD DEBT

If it is determined that an applicant has a bad debt (an open or closed account with an outstanding balance), then the Customer Service Representative shall:

- a) Discuss the bad debt with the applicant to either collect the payment for the bad debt or transfer the bad debt to the new account;
- b) Bad Debt transferred to a new account must be paid on the first utility bill for the new account to avoid service disconnection

13. BANKRUPTCY

Upon receiving a written Notice of Bankruptcy Filing the City shall:

- a) File Proof of Claim with court for Chapter 11 and 13;
- b) Update the customer's utility account with the bankruptcy filing and inactivate the account;
 - i) The deposit from the customer's pre-bankruptcy account will be used to offset any unpaid balances.
- c) A new post-bankruptcy utility account will be opened, and an Adequate Assurance Request will be mailed to the customer via Certified Mail;
- d) The Adequate Assurance Request will require that the customer pay a deposit on the new post-bankruptcy account within 20 days of the bankruptcy filing date;
- e) The deposit must be made by cash or money order;
 - i) If the customer does not pay the security deposit within the 20 days on Chapters 7 and 13, the service may be terminated.
 - ii) If the chapter 11 debtor does not provide satisfactory assurance of payment, utility service may be terminated after providing the customer a notice of termination in accordance with state regulation prior to shut off.
- f) If there is any credit amount left after paying all outstanding balances, that portion can be transferred to the post-bankruptcy account deposit with the customer paying the difference for the entire deposit;
- g) In any Chapter of the bankruptcy code, if a utility customer who has filed for protection defaults on post-petition utility payments after a post-petition deposit has been made, the utility service will be terminated; and
- h) For discharged bankruptcies, write-off account balances.

14. POLICY MAINTENANCE

The City Manager may from time to time amend or adjust this policy.

David R. Still, Mayor

RESOLUTION _____

RESOLUTION TO ADOPT A CUSTOMER SERVICE POLICY

WHEREAS, the City Council of the City of Lawrenceville has adopted policies governing the provision of utilities to City customers; and

WHEREAS, the City is desirous of providing a consistent and efficient customer experience; and

WHEREAS, the City seeks to implement standards and guidelines that customers can understand; and

WHEREAS, the City intends to adhere to the Georgia Public Service Commission rules and regulations, when applicable.

NOW THEREFORE BE IT RESOLVED that the CS02 Customer Service Policy presented by the Finance Director is approved and adopted, and all policies, and procedures previously approved that may conflict with the Customer Service Policy are hereby repealed.

BE IT FURTHER RESOLVED, that the City Manager of the City of Lawrenceville is authorized to adopt, implement and update this Customer Service Policy as necessary to establish and maintain compliance with applicable best practices, policies and state and federal law.

IT IS SO RESOLVED this 24th day of August, 2020.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING JULY 27, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Intergovernmental Agreement with DDA for Purchase of 512 W Crogan St
Department:	City Manager
Date of Meeting:	Monday, July 27, 2020
Fiscal Impact:	Approximately \$5,000,000
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval of an intergovernmental agreement with the Downtown Development Authority of Lawrenceville Georgia for the purchase and maintenance of 512 W. Crogan Street property also known as Villa Lodge and authorize the Mayor to execute any and all documents to effectuate the transaction.

Summary: Staff seeks approval of an intergovernmental agreement with the Downtown Development Authority of Lawrenceville Georgia for the purchase and maintenance of 512 W. Crogan Street property also known as Villa Lodge and authorization for the Mayor to execute any and all documents to effectuate the transaction.

Fiscal Impact: Approximately \$5,000,000.00 to include \$4.9 million purchase price and all costs associated with due diligence and purchase. Project 01-011 (Redevelopment) has \$5,000,000.00 approved and available. After approval of this item \$100,000.00 will be remaining in the project. The City will receive any revenues generated by this transaction.

Attachments/Exhibits:

Exhibit A – legal description of property to be acquired;

Exhibit B – Copy of purchase and sale agreement between the owner and the LDDA.

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the 24th day of August, 2020, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “LDDA”).

WITNESSETH:

WHEREAS, the LDDA has been created pursuant to the provisions of Article IX, Section VI, Paragraph III of the Constitution of the State of Georgia, the Downtown Development Authorities Law of the State of Georgia, O.C.G.A. § 36-42-1, *et seq.*, as amended (the “Act”), and an activating resolution of the Council of the City of Lawrenceville, duly adopted on November 7, 1983, and is now existing and operating as a public body corporate and politic, and

WHEREAS, in order to encourage the development and revitalization of its downtown business district, the Mayor and Council of the City of Lawrenceville duly adopted a resolution on November 7, 1983 creating the LDDA and designating a geographic area to be known as the downtown development area, which has since been altered from time to time; and

WHEREAS, the City and the LDDA did enter into an Intergovernmental Agreement providing certain funds for the purchase, renovation and redevelopment of certain properties located within the downtown development area; and

WHEREAS, the City and the LDDA are desirous of purchasing certain property known as 512 W. Crogan Street, Lawrenceville, Georgia to further such redevelopment efforts. This property is more particularly described in Exhibit A which is attached hereto and incorporated herein by reference (hereinafter “512 W. Crogan Street Property”); and

WHEREAS, the LDDA has entered into an agreement for purchase and future operation of the 512 W Crogan Street Property with Vinayak Hospitality, Inc.. A copy of the agreement between the LDDA and Vinayak Hospitality is attached hereto as Exhibit B and incorporated herein by reference (hereinafter “the Agreement”); and

WHEREAS, the City of Lawrenceville has reviewed and agreed to the terms and conditions of purchase negotiated by the LDDA for the acquisition of 512 W. Crogan Street Property and agrees to provide all funding to effectuate the purchase; and

WHEREAS, the City and the LDDA desire to provide for certain maintenance and insurance obligations related to the 512 W. Crogan Street Property resulting from the ownership by the LDDA;

NOW THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the LDDA do hereby agree as follows:

1. The City agrees to provide for all funding responsibilities of the LDDA under the terms of the Agreement as incorporated in Exhibit B. The City shall be responsible for the cost of any maintenance, repair and upkeep required under the terms of this Agreement and upon subsequent ownership by the LDDA. The property may be maintained by City staff or by third-party agents employed by the City, as the City deems appropriate. The City shall determine what maintenance and upkeep of the 512 W. Crogan Street Property is required in its sole discretion, provided that the City shall comply with any and all obligations set forth in the Agreement that are the responsibilities of the LDDA.
2. In return for the City agreeing to accept the funding, maintenance, repair and upkeep responsibilities of the LDDA under the Agreement, the LDDA shall remit to the City any and all revenue received by the LDDA as a result of the Agreement, use, redevelopment, sale or ownership of the 512 W. Crogan Street property.
3. Any modifications or extension of the Agreement not specifically provided for in the terms of the original Agreement shall be subject to the approval of the City.
4. This IGA and the rights and obligations of the parties hereto shall be governed, construed, and interpreted according to the laws of the State of Georgia.
5. This IGA expresses the entire understanding and agreement between the parties hereto.
6. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.
7. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
8. No waiver, amendment, release, or modification of this IGA shall be effective unless made in writing and executed by both parties hereto.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

[City Seal]

**DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Lee Merritt, Chairman

Attest _____
Secretary

(Authority Seal)

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B
COPY OF AGREEMENT

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

All that tract or parcel of land lying and being in Land Lot 143 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

Begin at an iron pin on the southerly right of way of West Crogan Street, which iron pin is 350.63 feet easterly from the easterly right of way of Gwinnett Drive (60 foot right of way) as measured along the southerly right of way of West Crogan Street; run thence along said southerly right of way of West Crogan Street and following the curvature thereof 115.28 feet along the arc of a curve (said arc being subtended by a chord bearing North 45 degrees 21 minutes 52 seconds East 115.24 feet) to an iron pin; continue thence along said southerly right of way of West Crogan Street and following the curvature thereof 103.46 feet along the arc of a curve (said arc being subtended by a chord bearing North 40 degrees 15 minutes 39 seconds East 103.43 feet) to an iron pin; run thence South 39 degrees 43 minutes 48 seconds East 176.27 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 203.30 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 184.91 feet to an iron pin; thence South 51 degrees 02 minutes 03 seconds West 151.15 feet to an iron pin; thence North 42 degrees 04 minutes 45 seconds West 46.68 feet to an iron pin; thence South 59 degrees 15 minutes 42 seconds West 111.16 feet to an iron pin; thence North 41 degrees 46 minutes 56 seconds West 152.20 feet to an iron pin; thence North 31 degrees 06 minutes 00 seconds West 357.56 feet to an iron pin and the point of beginning.

Said property being more particularly described on that certain plat of survey for Lawrenceville Hospitality Venture, a Georgia general partnership, by Ricky C. Busbee, Georgia Registered Land Surveyor No. 2497, dated August 16, 1993, and containing 3.2068 acres according to said plat.

PURCHASE AND SALE AGREEMENT

HPD THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), made this 1st day of ~~Nov~~ July, 2020 (the "Effective Date") by and among VINAYAK HOSPITALITY, INC. a Georgia corporation (herein referred to as "Seller"), DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY LAWRENCEVILLE, GEORGIA (herein referred to as "Purchaser") (each as "Party," and together the "Parties") and Chicago Title Insurance Company (c/o Susan Vander Meer) ("Escrow Agent").

RECITALS

A. Seller is the owner of that certain tract of real property located in Land Lot 143 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia, having an address of 512 West Crogan Street, Lawrenceville, Gwinnett County, Georgia, being more particularly described in Exhibit "A" attached hereto and being made a part hereof, together with any easements and appurtenances thereunto belonging, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (the "Land"), together with any buildings, structures and other improvements located on the Land (the "Improvements") (the Land and Improvements being hereinafter collectively referred to as the "Real Property"), together with any furniture, declaration, appliances fixtures, equipment, and items of tangible personal property owned by Seller that are attached or appurtenant to the Real Property or located upon or within the Real Property (collectively, the "Personal Property") (the Real Property and Personal Property being hereinafter collectively referred to as the "Property"). Notwithstanding anything contained herein to the contrary, the term Property as used herein shall not include and shall specifically exclude the fixtures, furniture, furnishings, equipment and other personal property generally identified on Exhibit "B" attached hereto and made a part hereof by this reference (the "Excluded Personal Property").

B. Seller desires to sell the Property to Purchaser and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties hereto, the Parties hereto agree as follows:

1. PURCHASE PRICE. Subject to the terms and conditions herein, Seller shall sell and transfer the Property to Purchaser and Purchaser shall purchase the Property from Seller for the purchase price of FOUR MILLION NINE HUNDRED THOUSAND AND NO/100THS DOLLARS (\$4,900,000.00) (the "Purchase Price") payable by wire of immediately available funds at the consummation of the transaction contemplated hereby (the "Closing") subject to any prorations or adjustments described in this Agreement.

2. EARNEST MONEY DEPOSIT. Within three (3) business days of the Effective Date, Purchaser shall deliver to Escrow Agent by wire transfer of immediately available funds the amount

of ONE HUNDRED AND TWENTY FIVE THOUSAND AND NO/100THS DOLLARS (\$125,000.00) (the "Earnest Money Deposit"), which shall be nonrefundable to Purchaser, provided Purchaser does not terminate the Agreement prior to the Expiration Date (as defined in Paragraph 5(B)), save for Seller's failure to deliver the items required under Section 8(B) below at Closing in order consummate the sale and transfer of the Property to Purchaser. At the Closing, the Earnest Money Deposit shall be credited to the Purchase Price and Purchaser shall deliver to Settlement Agent the balance of the Purchase Price, as adjusted pursuant to other provisions of this Agreement.

3. SURVEY. Purchaser may, at its sole cost and expense, cause a Georgia registered land surveyor (herein referred to as the "Surveyor") to make a boundary survey (herein referred to as the "Survey") of the Real Property for the purpose of determining the exact number of acres within the boundary of the Real Property (to the nearest one thousandth (1/1000th) of an acre), the boundary lines of the Real Property, the location of all rights-of-way, buffers, easements and encroachments, if any, affecting the Real Property and any portion of the Real Property located within an area of special flood hazard as designated by the United States Department of Housing and Urban Development, the Federal Emergency Management Agency or any similar federal, state or local agency. In the event Purchaser elects to obtain a Survey, it shall be addressed to Purchaser and Seller and Seller agrees to deliver to Purchaser at the Closing, in addition to a limited warranty deed using the legal description on Exhibit "A", a quitclaim deed based on legal description derived from the Survey.

4. CONVEYANCE OF TITLE.

(A) Seller shall convey good and marketable fee simple title to the Real Property subject to Permitted Title Exceptions, as hereinafter defined, to Purchaser pursuant to recordable limited warranty deed. The Real Property shall be conveyed free and clear of all liens, encumbrances and other exceptions to title, except for: (i) those title encumbrances and other exceptions which are approved by Purchaser in the exercise of its sole discretion; (ii) those other title encumbrances and other exceptions which are waived by Purchaser pursuant to the provisions of this Agreement; (iii) any tenants in possession of the Property; and (iv) the lien for ad valorem taxes not yet due and payable for the year 2020 and any subsequent years (the "Permitted Title Exceptions").

(B) Not later than the 5:00 p.m. Lawrenceville, Georgia local time on the Expiration Date, as hereinafter defined, Purchaser shall cause a preliminary title examination to be performed and deliver to Seller a statement of any preliminary title objections to Seller's title and Seller shall have the right (but not the obligation) to cure any such objections by the Closing Date, as hereinafter defined. Seller shall give Purchaser notice of its intent to cure or not cure any preliminary title objections within five (5) business days after receipt of Purchaser's title objection notice; but if Seller does not give this notice to within such five (5) day period, then Seller shall be deemed to elect not to cure any title objections. In the event that Seller fails or refuses to cure any such preliminary title objections, Purchaser may (i) terminate this Agreement and receive a refund of the Earnest Money Deposit or (ii) waive such objections and close the transaction contemplated by this Agreement in accordance with all of the terms and provisions hereof, in which event such waived objections shall be deemed Permitted Title Exceptions. At any time prior to the Closing Date,

Purchaser shall have the right to check down the title from and after the effective date of the preliminary title examination contemplated in this Paragraph 4(B) and deliver to Seller a written statement of any additional title objections which appear in the public records of Gwinnett County, Georgia and affects title to the Property occurring subsequent to the preliminary title examination. Seller shall have right (but not the obligation) to cure any such additional objections by the Closing Date. Seller shall give Purchase notice of its intent to cure or not cure any additional title objections at least one (1) business day prior to the Closing Date, but if Seller does not give this notice within such time period, then Seller shall be deemed to elect not to cure any such additional title objections. In the event Seller fails or refuses to cure such additional title objections by the Closing Date, Purchaser shall have the same rights with respect to such failure or refusal set forth in this Paragraph 4(B) as to preliminary title objections. Any notice required to be delivered pursuant to this Paragraph 4(B) shall be delivered by e-mail with delivery receipt tracking turned on and the original notice shall delivered by method (i), (ii), (iii) or (iv) set forth in Paragraph 14.

(C) Seller shall not be required and is not obligated hereby to bring any action or proceedings, convey, or acquire any interest in real property, or incur any cost or expense to render title to the Real Property free and clear of any preliminary title objections or additional title objections, and Purchaser shall have no right of specific performance against Seller to cause any preliminary title objections or additional title objections to be removed. Notwithstanding anything to the contrary herein, Seller shall, on or prior to the Closing Date, cause (i) all mortgages, deeds of trust and security interests with respect to the Property securing Seller's obligations for borrowed money to be released, and (ii) cause any other monetary liens and other encumbrances, in each case securing Seller's monetary obligations affecting the Property, to be released or transferred to a bond in a manner allow by law; provided, however, that Seller shall not be compelled to release any non-consensual monetary liens or other non-consensual encumbrances in excess of Fifty Thousand and No/100ths Dollars (\$50,000.00) in the aggregate and, in the event Seller elects not to release such non-consensual monetary liens, Purchaser may elect to proceed to Closing subject to such non-consensual monetary liens, in which event such non-consensual monetary liens shall be deemed Permitted Title Exceptions, or terminate this Agreement and receive a refund of the Earnest Money Deposit.

5. RIGHT OF INSPECTION.

(A) General. Seller agrees that, at all times between the Effective Date and the Closing Date, Purchaser and its agents, contractors, inspectors, consultants, appraisers and engineers (collectively "Purchaser's Representatives") shall have the right and privilege of going upon the Property to inspect, examine and survey the Property, to plan for the development and use thereof. This right and privilege shall include the right to locate utilities, review any zoning conditions or requirements, review any protective or restrictive covenants, make soil tests, borings, percolation tests and such other inspections of the Property; provided, however, that (i) Purchaser and Purchaser's representatives shall not perform or have performed any invasive testing, drilling, subsurface investigations or environmental testing of the Real Property beyond standard soil sampling and a Phase I assessment without the prior written consent of Seller, which consent may be withheld by Seller in its sole and absolute discretion, (ii) neither Purchaser nor Purchaser's Representatives shall unreasonably interfere with the known and actual use, occupancy or

enjoyment of the Property, and (iii) Purchaser and Purchaser's and Purchaser's Representatives shall not contact or interview any employees of Seller or any tenants, occupants, customers or guests of Seller, it being agreed that all such contacts or discussions shall be directed to Seller, except as provided in Section 11 below. Purchaser agrees that any information obtained by Purchaser or Purchaser's Representatives in the conduct of its inspection of the Property and other due diligence investigations shall be treated as confidential information pursuant to Paragraph 17(A).

Before any Purchaser Representative enters the Real Property, Purchaser shall provide evidence to Seller of such Purchaser's Representative's commercial liability insurance coverage with limits of not less than \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate, and worker's compensation coverage in statutorily required amounts, which must name Seller as an additional insured) thereunder (as to commercial general liability insurance).

Purchaser hereby agrees to indemnify and hold Seller (and Seller's agents advisors, shareholders, owners, officers and directors, as the case may be) harmless from and against loss or damage Seller may incur and any and all liens that may arise as a result of Purchaser's activities or the activities of Purchaser's Representatives on the Property and against any and all claims for death or injury to persons or property arising out of or connected with Purchaser's activities or the activities of Purchaser's Representatives going upon the Property pursuant to the provisions of this Paragraph 5(A) or otherwise, and against all costs, expenses and liabilities occurring in or in connection with any such claim or proceeding brought thereon, including, without limitation, court costs and reasonable and actual attorneys' fees. This indemnity shall survive the Closing or any termination of this Agreement.

(B) Right to Terminate. In the event Purchaser determines, in its sole and absolute discretion, that the Property is not acceptable for its intended use, Purchaser shall have the exclusive right and option to terminate this Agreement on or before the thirtieth (30th) day after the Effective Date (such date being herein referred to as the "Expiration Date"). If Purchaser elects to terminate this Agreement on or before the Expiration Date, Purchaser shall receive a refund of the Earnest Money Deposit from the Escrow Agent and Purchaser shall promptly provide Seller with copies of all surveys, reports, tests, studies or any other documents or writings of any kind dealing with the Property in Purchaser's possession custody or control that are obtained in connection with Purchaser's inspection, examination, and survey of the Property as set forth in Paragraph 5(A) and this obligation shall survive the termination of this Agreement.

(C) Delivery of Due Diligence Documents. Within five (5) business days of the Effective Date of this Agreement, Seller shall deliver to Purchaser by e-mail or Sharefile the following documents which are in Seller's possession:

- (i) A copy of any title insurance commitments and policies relating to the Real Property;
- (ii) A copy the most recent survey of the Real Property, if any, and

(iii) a copy of any environmental reports relative to the Real Property (collectively the "Due Diligence Materials").

Purchaser hereby acknowledges and agrees that Seller has not independently verified the accuracy or completeness of any Due Diligence Materials and Seller makes no representation or warranty, express or implied, as to the accuracy or completeness of the Due Diligence Materials. Purchaser acknowledges and agrees that all materials, data and information, including the above items delivered by Seller to Purchaser in connection with the transaction contemplated hereby are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (x) Purchaser shall not have any right to rely on any materials, data or information delivered by Seller to Purchaser pursuant to any of the provisions of this Agreement, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Purchaser with respect thereto, and (y) neither Seller, any affiliate of Seller nor the person or entity which prepared any such material, data or information delivered by Seller to Purchaser shall have liability to Purchaser for any inaccuracy in or omission from any such material, data or information.

6. PRORATIONS AT CLOSING.

(A) General. For purposes of calculating prorations, Purchaser shall be deemed to own the Property, and therefore entitled to the income and responsible for the expenses, as of the Closing Date. Prorations favoring Purchaser shall be credited against the Purchase Price, and prorations favoring Seller shall be payable by Purchaser at Closing in addition to the Purchase Price. All prorations shall be based on calendar months and a three hundred sixty five (365) day year. Delinquent rents

(B) Rents. Except for delinquent rents, all rents under any occupancy agreements shall be prorated on a collected basis as of 11:59 p.m. on the day before the Closing Date based upon the date(s) of occupancy thereunder. Delinquent rent shall not be prorated but shall remain the property of the Seller. Rents received from tenants on and after the Closing Date shall be applied first to rents due under the current period, then to amounts owned to Purchaser with respect to periods following the Closing Date, and then to Seller for rents delinquent as of the Closing Date. Any rents received by Seller after the Closing Date for a period on after the Closing Date shall be promptly forwarded to Purchaser.

(C) Taxes. City, state, and county ad valorem real and personal property taxes for the tax or assessment year of Closing, shall be prorated on a per diem basis as of the Closing Date based on the ad valorem tax bill for the Real Property and Personal Property, if then available, for such year, or if not available, then on the basis of the ad valorem tax bill for the Real Property and Personal Property for the immediately preceding tax or assessment year. Should such proration be based on an ad valorem tax bill for the immediately preceding tax or assessment year, and should such proration prove to be inaccurate on receipt of the ad valorem tax bill for the Real Property or Personal Property for the tax or assessment year of Closing, either Seller or Purchaser may demand

a payment from the other correcting such misapportionment. Taxes for all tax and assessment years prior to the tax or assessment year of Closing, if any, shall be paid by Seller at or prior to Closing. Any supplementary tax bills received by Purchaser or Seller following Closing Date relating to a period prior to Closing shall be prorated by the Parties as if said tax bills had been available at Closing.

(D) Utilities. Utility, water, sewer, electric and natural gas, stormwater, and any other charges, bill, assessment, and expenses incurred in operating the Property in the ordinary course that Seller normally pays, shall be prorated on an accrual basis. To the extent possible, Seller and Purchaser shall obtain meter readings and other billings as of the Closing Date to aid in such prorations. In the event accurate prorations and other adjustments cannot be made at Closing because current bills or statements or other information is not obtainable, the Parties shall prorate on the best available information, subject to adjustment as soon after the Closing as the actual amounts to be prorated are determined but in no case shall the final proration be later than one hundred twenty (120) days after the Closing Date. Seller may terminate any utility services in its name on the day after the Closing Date.

(E) Deposits. At Closing, any security deposits or prepaid rent for a period of occupancy on or after the Closing Date shall be retained by Seller and Purchaser shall receive a credit against the Purchase Price for the aggregate amount of such security deposits or prepaid rent. Three (3) business days prior to the Closing Date, Seller shall provide to Purchaser an updated rent roll listing all tenants that have occupancy agreements in place for a period of occupancy on or after the Closing Date, if any, the rental amount paid by such tenants, any prepaid rents made by such tenants for a period of occupancy on or after the Closing Date, and any security deposits made by such tenants for a period of occupancy on or after the Closing Date, to aid in calculating credit to be received by Purchaser against the Purchase Price pursuant to this Paragraph 6(E).

(F) Survival. The provisions of this Paragraph 6 shall survive the Closing to the extent any monies may be payable pursuant to this Paragraph 6 to either Party subsequent to the transfer of the Property to Purchaser.

7. PERSONAL PROPERTY/EXCLUDED PERSONAL PROPERTY.

Notwithstanding anything contained herein to the contrary, the sale of the Property contemplated hereunder shall not include and shall specifically exclude the Excluded Personal Property.

Seller and Purchaser agree and acknowledge that all Personal Property, with the exception of the Excluded Personal Property, shall be part of this transaction, and shall conveyed by Seller to Purchaser by bill of sale at Closing, and shall be the property of Purchaser on the Closing Date.

The Parties acknowledge and agree the value of the Personal Property is *de minimis* and that no part of the Purchase Price is allocated thereto. Although it is not anticipated that any sales tax shall be due and payable, Purchaser agrees that Purchaser shall pay any sales and/or use

taxes imposed upon or due in connection with the purchase and sale of the Personal Property under any applicable laws.

8. CLOSING.

(A) Closing. The Closing shall be on September 30, 2020 (hereinafter referred to as the "Closing Date"). The Closing shall be held at the offices of Mahaffey Pickens Tucker, LLP ("Settlement Agent") at a time and date which is mutually agreeable to Seller and Purchaser. The Parties shall endeavor to close by mail so that Seller's physical presence is not required at Closing. The delivery and recording of the documents and disbursement of the funds shall be effectuated through the Settlement Agent at Closing and pursuant to the instructions from the Parties hereto, which instructions shall not modify or diminish the respective obligations hereunder.

(B) Seller Documents and Deliveries. Seller shall deliver to Settlement Agent at Closing by 2:00 p.m. Lawrenceville, Georgia local time on the Closing Date the following documents, which shall be released to Purchaser at Closing (except as noted):

(i) A duly executed Limited Warranty Deed in the form attached hereto as Exhibit "C";

(ii) A duly executed Quitclaim Deed in the form attached hereto as Exhibit "D" as provided in Paragraph 3, if applicable;

(iii) A duly executed Bill of Sale in the form attached hereto as Exhibit "E";

(iv) A duly executed certification as to Seller's nonforeign status in the form attached hereto as Exhibit "F";

(v) An affidavit of Seller's residence in the form attached hereto as Exhibit "G";

(vi) An Owner's Affidavit in the form attached hereto as Exhibit "H";

(vii) A certification of the rent roll certifying that tenants shown on the rent roll are the only tenants occupying the Property;

(viii) An electronic copy of the closing statement;

(ix) A copy of the Articles of Incorporation and Bylaws or other corporate authority of Seller, including all amendments thereto, as may be reasonably required by the title company to confirm Seller's authority to sell the Property, together with a certification that such copies are true copy, and have not been further amended or modified;

(x) An resolution and incumbency certificate executed by all officers and/or shareholders of Seller with respect to the individual(s) executing any documents or instruments on

behalf of Seller in connection with the consummation of the transaction contemplated by this Agreement;

(xi) An affidavit confirming that there are no brokers representing Seller in this transaction as provided in Paragraph 12;

(xii) Any other documents or instruments reasonably related to effectuate this Agreement and consummate the transaction contemplated hereby but not inconsistent with the terms and provisions hereof.

(C) Purchaser Documents and Deliveries. Purchaser shall deliver to Settlement Agent at Closing by 2:00 p.m. Lawrenceville, Georgia local time on the Closing Date the following, which shall be released to Seller at Closing (except as noted):

(i) Payment of the balance of the Purchase Price, as adjusted in the manner required by this Agreement;

(ii) An electronic copy of the closing statement;

(ii) A copy of the resolution of the Purchaser authorizing the consummation of the transaction contemplated by this Agreement;

(iv) An affidavit confirming that there are no brokers representing Purchaser in this transaction as provided in Paragraph 12;

(v) Any other documents or instruments reasonably related to effectuate this Agreement and consummate the transaction contemplated hereby but not inconsistent with the terms and provisions hereof.

(D) Transfer Taxes/Costs and Expenses of Closing.

(i) At Closing, Seller and Purchaser shall execute, acknowledge, and file all such returns as may be necessary to comply with any applicable city, county or state conveyance taxes laws and/or Georgia real estate conveyance tax laws (collectively the "Transfer Tax Laws"). Any transfer taxes payable pursuant to any Transfer Tax Laws shall be paid by Purchaser at Closing.

(ii) Seller shall be responsible for the costs of its legal counsel, advisors and other professionals employed by it in connection with the sale of the Property.

(iii) Except as expressly provided otherwise in this Agreement, Purchaser shall be responsible for all the costs and expenses of consummating the transaction contemplated by this Agreement including, without limitation, any costs associated with its investigation of the Property and other due diligence activities, the costs and expenses of its legal counsel, advisors and other professionals employed by it in connection with the purchase of the Property, pay the Survey costs,

title examination costs, title certification costs, all title insurance premiums and endorsements, any fees charged by the Escrow Agent and/or closing fees, all recording fees for documentation to be recorded in connection with the transaction contemplated by this Agreement including, without limitation, recording fees relating to removal of any title objections, and any other costs incurred by Purchaser.

(E) Real Estate Reporting Person. Settlement Agent is designated the "real estate reporting person" for purposes of Section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Settlement Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Settlement Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

(F) Possession at Closing. Seller shall surrender possession of the Real Property, subject to Permitted Exceptions, and the Personal Property on the Closing Date. Notwithstanding anything contained herein to the contrary, Seller shall remove the Excluded Personal Property from the Real Property within thirty (30) days after the Closing Date.

9. SELLER'S REPRESENTATIONS.

(A) Seller makes the following representations and warranties:

(i) Seller owns fee simple title to the Real Property, subject to Permitted Title Exceptions;

(ii) this Agreement has been properly executed on behalf of Seller by its duly authorized officer and any and all actions, which are or may be necessary to fully authorize Seller to enter into and perform this Agreement have been properly obtained;

(iii) Seller has not engaged any broker or agent with respect to the purchase and sale contemplated under this Agreement.

(B) Seller will not take, or cause to be taken, any action, which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

(C) Purchaser acknowledges that Seller, except as otherwise expressly provided in this Agreement, gives no guarantee or warranty of any kind, express or implied, as to the physical or other condition of the Property, or to the conditions or existence of Improvements, or as to the merchantability or fitness for a particular purpose as to the Property, or with respect to the permitted use of the Property or the zoning or other laws, regulations and rules applicable thereto or the compliance of the Property therewith, or the revenues and expenses generated by or associated with the Property, and any implied warranty is hereby disclaimed by the Seller. Purchaser further acknowledges that all materials which have been provided by Seller have been provided without any warrant or representation, express or implied, as to their content, suitability for any purpose, accuracy, truthfulness or completeness, other than as expressly set forth herein or in documents

executed by Seller at Closing, and Purchaser shall not have any recourse against Seller in the event of any errors therein or omissions therefrom. Purchaser represents that it is a knowledgeable and experienced sophisticated Purchaser of real estate and that it is acquiring the Property based solely on its own independent investigation and inspection of the Property and not in reliance on any information provided by Seller, except for the warranties and representations expressly set forth herein or in the documents executed by Seller at Closing. Purchaser acknowledges and agrees that it will have the opportunity to conduct such inspections and investigations and other independent examinations of the Property and related matters, and Purchaser expressly disclaims any intent to rely on any such due diligence materials provided to it by Seller in connection with its investigation and due diligence and agrees that it shall rely solely on its own independently developed or verified information. Purchaser acknowledges and agrees that it is purchasing the Property "AS IS" and "WITH ALL FAULTS," based upon the condition (physical or otherwise) of the Property as of the Effective Date subject to ordinary wear and tear, but subject to the terms of this Agreement and the documents executed by Seller at Closing. Purchaser acknowledges and agrees that its obligations under this Agreement shall not be subject to any financing contingency or other contingencies or satisfaction of conditions and Purchaser shall have no right to terminate this Agreement or receive a return of the Earnest Money Deposit, except as expressly provided in this Agreement. Purchaser, with Purchaser's counsel, has fully reviewed the disclaimers and waivers set forth in this Agreement, and understands the significant and effect thereof. Purchaser acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement, and that Seller would not have agreed to sell the Property to Purchaser for the Purchase Price without the disclaimers and other agreements set forth in this Agreement. The terms and conditions of this Paragraph 9(C) will expressly survive the Closing and will not merge with the provisions of any of the documents executed at Closing.

10. PURCHASER'S REPRESENTATIONS.

(A) Purchaser represents to Seller as follows:

- (i) this Agreement has been properly executed on behalf of Purchaser by its duly authorized officer and any and all actions which are or may be necessary to fully authorize Purchaser to enter into and perform this Agreement have been properly obtained;
- (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not constitute a default by Purchaser of any other agreement to which Purchaser is a Party;
- (iii) Purchaser has not engaged any broker with respect to the purchase and sale of the Property contemplated under this Agreement;
- (iv) Purchaser is purchasing the Property from Seller in lieu of the exercise of eminent domain/filing of condemnation proceedings and covenants that it shall provide to Seller letter confirming the same upon Seller's execution and delivery of this Agreement;

(B) Purchaser will not take, or cause to be taken, any action which would cause or threaten to cause, any of the representations stated herein to become incorrect or untrue.

11. LEASES AND POST CLOSING MANAGEMENT OF PROPERTY. Purchaser shall be responsible for the post-closing management of the Property. Notwithstanding anything contained herein to the contrary, Seller shall have no obligation to dispossess or evict any of the tenants occupying the Property between the Effective Date and the Closing Date. Beginning upon the July 13, 2020, Seller will provide Purchaser with a copy of the rent roll for the Property and access to tenants of the Property so that Purchaser may begin the process of assessing tenants and performing evaluations for re-housing of tenants; provided that Purchaser shall not commence any relocation of tenants until the Vacancy Commencement, as defined below. Provided Purchaser does not terminate this Agreement prior to the Expiration Date, on a date after the Expiration Date, Purchaser may provide Seller with a date that is on or before August 1, 2020 and which is not less than five (5) days from such notice, upon which Purchaser may begin relocating tenants of the Property, said date to be herein referred to as the "Vacancy Commencement". Notwithstanding the forgoing, Purchaser shall have the right to set the Vacancy Commencement prior to the Expiration Date, provide that if Purchaser does so (a) the Expiration Date shall be the Vacancy Commencement, and (b) the Compensation Payments shall commence on the Vacancy Commencement, as set forth below. Commencing on the Vacancy Commencement, Purchaser may begin relocating tenants to other housing options thereby causing units previously occupied by said tenants to become vacant. Commencing on the Vacancy Commencement, Seller shall not re-let any units that are vacated for any reason. Commencing on the Vacancy Commencement, Seller shall provide Purchaser with updated rent rolls on a weekly basis in order to aide Purchaser in relocating and re-housing tenants. Commencing on the Vacancy Commencement, and continuing on the first (1st) day of each month thereafter, Purchaser shall pay to Seller a monthly payment of \$50,000.00 for the purpose of compensating Seller for Seller's loss of income due to tenants vacating the Property and Seller not re-letting such units (the "Compensation Payments"). The Compensation Payments shall not be applicable to the Purchase Price at Closing. The Compensation Payments shall be prorated for any partial months, such that the initial Compensation Payment shall be for the prorated amount for the date of the Vacancy Commencement through the end of the month during which the Vacancy Commencement occurs.

12. BROKERAGE COMMISSION; DISCLOSURE. The Parties acknowledge that there are no brokers representing either Seller or Purchaser in this transaction. It is understood and agreed that no commission shall be due hereunder for any reason whatsoever. Purchaser and Seller each hereby indemnifies the other against and agrees to hold harmless the other from any and all claims for real estate commissions or similar fees arising out of or in any way connected with any claimed agency relationship with the indemnitor and relating to the purchase and sale of the Property contemplated by this Agreement or any cancellation or termination of this Agreement. At Closing, Seller and Purchaser shall each execute and deliver an affidavit confirming the foregoing in order to release any lien rights pursuant to the Commercial Real Estate Broker Lien Act, O.C.G.A. § 44-14-600, et. seq. Purchaser discloses that David R. Still who is Mayor of Purchaser, is a real estate brokers licensed in the State of Georgia, but is receiving no commission on this Agreement. The indemnification obligations of this Paragraph 12 shall survive Closing.

13. DAMAGE AND CONDEMNATION.

(A) Risk of Loss. Between the Effective Date and the Closing Date, Purchaser shall bear all risk of loss with respect to the Property. In the event of any damage or destruction to any portion of the Property prior to Closing, this transaction shall proceed to Closing without any diminution in the Purchase Price on account of such damage or destruction. Seller shall have no obligation to pursue an insurance claim with respect to such damage or destruction or to repair such damage or destruction.

(B). Condemnation. In the event of any condemnation with respect to any portion of the Property (but not the entirety of the Property), the Parties shall consummate the purchase of the Property in accordance with the terms and provisions hereof without any diminution in the Purchase Price on account of such condemnation in which event such condemnation shall be deemed a Permitted Title Exception and Seller shall, at the Closing, assign and pay to Purchaser all condemnation awards and other payments previously received in connection with such condemnation and assign to Purchaser all rights to receive any award payable in the future on account of such condemnation. In the event of the condemnation of the entirety of the Property by any condemning authority other than Purchaser, this Agreement shall terminate.

14. NOTICES.

Unless expressly provided otherwise in this Agreement, any notice, approval, requests, demands, tenders, or other communication (collectively "Notices") which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been properly given or delivered if sent by (i) personal delivery, (ii) United States Mail, certified, return receipt requested., (iii) courier, (iv) nationally recognized overnight delivery service (e.g. UPS, FedEx) for next business day delivery, or (v) e-mail delivery with delivery receipt tracking turned on (provided that the original shall be simultaneously delivered by method (i), (ii), (iii) or (iv)) addressed as follows:

SELLER:

Vinayak Hospitality, Inc.
512 Crogan Street
Lawrenceville, Georgia 30046-4738
Attn: Hinaben A. Patel and Neena Goswami
Email: ndgs85@yahoo.com

With a copy to:

Parker Poe Adams & Bernstein LLP
 1075 Peachtree Street NE, Suite 1500
 Atlanta, Georgia 30309
 Attn: Ellen Smith and Christian Torgrimson
 Email: ellensmith@parkerpoe.com and
 christiantorgrimson@parkerpoe.com

PURCHASER:

Downtown Development Authority of the
 City of Lawrenceville, Georgia
 70 South Clayton Street
 Post Office Box 502
 Lawrenceville, Georgia 30046
 Attn: Lee Merritt, Chair
 Email: Lee Merritt <lee@office-warehouse.com>

And

Downtown Development Authority of
 City of Lawrenceville, Georgia.
 Post Office Box 2200
 Lawrenceville, Georgia 30046
 Attn: Barry Mock, Secretary
 Email: Barry.Mock@lawrencevillegaweb.org

With a copy to:

Mahaffey Pickens Tucker, LLP
 1550 North Brown Road, Suite 125
 Lawrenceville, Georgia 30043
 Attn: Jeffrey R. Mahaffey
 Email: jmahaffey@mptlawfirm.com

ESCROW AGENT:

Chicago Title Insurance Company
 4170 Ashford Dunwoody Road
 Suite 460
 Atlanta, Georgia 30319-1442
 Attention: Susan Vander Meer
 E-mail: Susan.Vandermeer@cticga.com

Any notice shall be considered given or delivered, as the case may be, on the date of delivery in the case of (i) and (iii), on the postmark date in the case of (ii), on the date of delivery to the nationally recognized overnight delivery service in the case of (iv), or on the date the e-mail is sent (with delivery receipt tracking turned on) in the case of (v). However, the time period within which a response to any Notice must be given or delivered, if any, shall commence to run from the date the Notice is delivered in the case of (i), (ii), (iii) or (iv), the date the Notice is delivered by e-mail in the case of (iv) (as confirmed by delivery receipt tracking), or the date of the Party's refusal to accept delivery in the case of (i), (ii), (iii) or (iv).

Any Party may by notice to the other in the manner provided above, designate a different address for receiving Notices or designate additional or substituted parties to whom Notices should be sent under this Agreement. Counsel for a Party may provide Notice for that Party.

15. DEFAULT.

(A) Remedies of Purchaser.

(i) In the event the Closing does not occur on the Closing Date due Seller's failure to consummate the sale and transfer of the Property to Purchaser on the Closing Date, and such failure shall continue for a period of five (5) business days after the Closing Date, Purchaser shall have the right to (a) terminate this Agreement and receive a refund of the Earnest Money Deposit, or (b) seek specific performance, but not damages, against Seller; provided, however, that such action for specific performance must be commenced within sixty (60) days after the Closing Date, it being understood that if Purchaser fails to commence an action for specific performance within the above-referenced sixty (60) day period, Purchaser's sole remedy shall be to terminate this Agreement in accordance with clause (a) hereunder. If Purchaser files an action for specific performance, it must provide written notice of the same to Escrow Agent within ninety (90) days of the Closing Date.

(ii) Purchaser hereby waives any right to file any lis pendens or other form of attachment against the Property in the event that (a) Seller terminates this Agreement pursuant to a right given to it hereunder, (b) Purchaser terminates this Agreement for any reason, or (c) this Agreement is automatically terminated by its terms. If this Agreement is terminated as set forth in any clauses (a), (b) or (c) above and thereafter Purchaser takes any action which interferes with Seller's ability to sell, exchange, transfer, lease, dispose of or finance the Property or take any other action with respect thereto (including, without limitation, the filing of any lis pendens or other form of attachment against the Property), then Purchaser (and any permitted assignee of the Purchaser's interest hereunder) shall be liable for all loss, cost, damage, liability, or expense (including, without limitation, reasonable attorneys' fees, court costs and litigation expenses and consequential damages) incurred by Seller by reason of such action by Purchaser. The foregoing, however, shall not operate to prohibit Purchaser from filing a lis pendens in connection with any action for specific performance actually commenced by Purchaser within sixty (60) days after the Closing Date and thereafter maintained by Purchaser.

(B) Remedies of Seller. If Purchaser shall default in (i) the payment of the Purchase Price or the delivery of any documents to be executed and delivered by Purchaser at Closing or (ii) in the performance of any of its other material obligations to be performed on or before the Closing Date, and such default shall continue for five (5) business days after the Closing Date, Seller shall be entitled, as its sole right and exclusive remedy, to terminate this Agreement and, upon such termination, receive the Earnest Money Deposit as full, final and complete liquidated damages in accordance with and under the authority contained in O.C.G.A. § 13-6-7. The Parties understand and agree that (i) actual damages would be difficult or impossible to ascertain in the event of such default or breach and (ii) the sum specified as liquidated damages is a reasonable estimation of the probable loss which would be sustained by Seller by reason of such default or breach and is not a penalty or forfeiture. Seller hereby waives any right to damages (except as described in this Paragraph 15(B)) or specific performance against Purchaser.

(C) Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement shall limit the Parties' respective rights and remedies at law or in equity against the other with respect to any indemnification obligations contained in this Agreement, or with respect to any other rights or obligations which survive Closing under the terms of this Agreement or survive termination or expiration of this Agreement.

(D) The provisions of this Paragraph 15 shall survive the termination of this Agreement.

16. LIMITED LIABILITY OF ESCROW AGENT.

In performing any of its duties hereunder, Escrow Agent shall not incur any liability to anyone for any damages, losses or expenses, except for any gross negligence, willful misconduct or breach of trust by Escrow Agent under this Agreement, and, accordingly, Escrow Agent shall not incur any such liability with respect to the following: (i) any action taken or omitted in good faith upon advice of its legal counsel given with respect to any questions relating to the duties and responsibilities of Escrow Agent under this Agreement; or (ii) any action taken or omitted in reliance on any instrument, including any written notice or instruction provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also as to the truth and accuracy of any information contained therein, which Escrow Agent shall in good faith believe to be genuine, to have been signed or presented by a person or persons having authority to sign or present such instrument, and to conform with the provisions of this Agreement. The provisions of Paragraph 16(C) shall survive Closing or the termination of this Agreement.

17. CONFIDENTIALITY AND PRESS RELEASES.

(A) Until the Closing, Purchaser shall treat the information disclosed to it by Seller, or otherwise gained through Purchaser's access to the Property, as confidential, giving it the same care as Purchaser's own confidential information, and make no use of any such disclosed information not independently known to Purchaser as of the Effective Date except in connection with the transaction contemplated hereby or as required by law, including any open meeting or sunshine laws (after written notice to Seller of the nature of the requirement and the information

to be disclosed and providing Seller such opportunity as is reasonable under the circumstances to obtain a protective order with respect thereto). In the event of a termination of this Agreement without a Closing, Purchaser shall promptly return all such confidential information to Seller and continue to treat all information disclosed by Seller as confidential.

(B) Prior to Closing, neither Purchaser nor Seller shall issue any press releases (or other public statements) with respect to the transaction contemplated by this Agreement, without approval the other Party, which approval may be withheld in such other Party's sole and absolute discretion; provided, however, that Purchaser shall be authorized (i) to publish any legal notices that may be required by law for Purchaser to approve, execute and consummate this Agreement. (ii) respond to inquiries from the press on citizens without violating the terms of subpart 17(A) above, or (iii) comply with any legal requirements, including but not limited to any open meeting or sunshine laws; without the approval of Seller.

(C) The provisions of this Paragraph 17(A) shall survive the termination of this Agreement and the provisions of Paragraph 17(B) shall not survive the termination of this Agreement or the Closing.

18. MISCELLANEOUS.

(A) Termination. In the event this Agreement is terminated pursuant to the terms hereof or otherwise, the terminating Party shall give notice thereof to the other Party and this Agreement shall be null and void and of no force or effect and the Parties shall have no rights, obligations or liabilities hereunder, except those which expressly survive the termination of this Agreement.

(B) Waiver. The failure of any Party to exercise any right given hereunder or to insist upon strict compliance with any term, condition or covenant specified herein shall not constitute a waiver of such Party's right to exercise such right or to demand strict compliance with any such term, condition or covenant under this Agreement.

(C) Consent/Approval. Any consent or approval to be given hereunder (whether by Seller or Purchaser) shall not be effective unless the same shall be given in advance of the taking of the action for which consent or approval is requested and shall be in writing. Except as otherwise expressly provided herein, any consent or approval requested of Seller or Purchaser may be withheld by Seller or Purchaser in its sole and absolute discretion.

(D) Entire Agreement. This Agreement contains the sole and entire agreement of Seller and Purchaser with respect to the transaction contemplated hereunder and no representation, inducement, promise or agreement, parole or written, between Purchaser and Seller and not incorporated herein shall be of any force or effect. Any amendment to this Agreement shall be in writing and executed by Purchaser and Seller.

(E) Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and the respective successors, successors in title and permitted assigns. Purchaser shall be entitled to assign its rights hereunder, without consent of

Seller provided that the assignee must assume all of Purchaser's obligations hereunder as part of such assignment.

(F) 1031 Exchange. Purchaser agrees that Seller, at its sole election, may perform a tax-deferred exchange pursuant to Section 1031 of the Internal Revenue Code, as amended and interpreted. Purchaser agree that Seller may assign its rights under this Agreement to a qualified intermediary in order to effectuate such an exchange. Purchaser agrees to cooperate in such an exchange so long as it does not delay the Closing or cause additional cost or expense to Purchaser. The inclusion of this Paragraph 18(F) in this Agreement shall not be construed as an admission or determination by either Party as to whether Seller may perform a tax-deferred exchange pursuant to Section 1033 of the Internal Revenue Code, as amended or interpreted, but rather is included out of an abundance of caution.

(G) Time is of the Essence. Time is of the essence with respect to this Agreement.

(H) Applicable Law/Construction. This Agreement and all amendments hereto shall be governed by and construed under the laws of the State of Georgia. This Agreement is entirely the product of the collective joint drafting efforts of the Parties hereto, negotiated between counsel for the Parties hereto and, in the event of a dispute concerning the meaning, construction or interpretation of this Agreement, should any Party assert any claim of ambiguity, this Agreement shall not be construed against any Party as a result of that Party's particular contribution to this effort.

(I) Severability. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, such provision, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be deemed severable, and the remainder hereof shall not be affected thereby, and each term, covenant, or condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(J) Saturdays, Sundays, Legal Holidays and Effective Date. As used in this Agreement, the term "business day" shall mean every day other than Saturdays, Sundays, all days observed by the federal or Georgia governments as legal holidays, and all days on which commercial banks in Georgia are authorized by law to be closed. Any reference in this Agreement to a "day" or number of "days" (other than references to a "business day" or number of "business days") shall mean a calendar day or calendar days. In the event that any date or deadline set forth in this Agreement occurs on a Saturday, Sunday or legal holiday, such date or deadline shall automatically be extended to the next business day following such Saturday, Sunday or legal holiday. The Effective Date of this Agreement shall be the date of the last Party to sign this Agreement.

(K) Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile and/or e-mail and/or DocuSign (or similar technology) shall be considered authentic, original signatures and legally binding.

(L) Survivals. Except as expressly provided otherwise herein, this Agreement and the representations and warranties made herein shall not survive Closing and shall be merged into the closing documents.

(M) Further Assurances. Seller and Purchaser will do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, assignments, notices, transfers and assurances as may be reasonably required by the other Party, for the better assuring, conveying, assigning, transferring and confirming unto Purchaser the Property and for carrying out the intentions or facilitating the consummation of this Agreement. The provisions of this Paragraph 18(M) shall survive the Closing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed, under seal, as of the Effective Date.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

PURCHASER:

DOWNTOWN DEVELOPMENT AUTHORITY OF THE
CITY OF LAWRENCEVILLE, GEORGIA

June 30, 2020
Date

By: Lee Merritt
Lee Merritt, Chairman

Attest: Victoria Jones
Victoria Jones, Vice Chair

[SEAL]

SELLER:

VINAYAK HOSPITALITY, INC., a Georgia corporation

Date

By: _____
Hinaben A. Patel, President

Attest:: _____
Neena Goswami, Secretary

CONSENTED TO BY ESCROW AGENT FOR THE PURPOSE OF
SERVING AS ESCROW AGENT HEREUNDER:

CHICAGO TITLE INSURANCE COMPANY,
as Escrow Agent

Date

By: _____
Print Name:
Print Title:

PURCHASER:

DOWNTOWN DEVELOPMENT AUTHORITY OF THE
CITY OF LAWRENCEVILLE, GEORGIA

Date

By: _____
Lee Merritt, Chairman

Attest: _____
Victoria Jones, Vice Chair

[SEAL]

7/1/2020

Date

SELLER:

VINAYAK HOSPITALITY, INC., a Georgia corporation

By: Hinaben A. Patel

Hinaben A. Patel, President

Attest: Neena Goswami

Neena Goswami, Secretary

CONSENTED TO BY ESCROW AGENT FOR THE PURPOSE OF
SERVING AS ESCROW AGENT HEREUNDER:

CHICAGO TITLE INSURANCE COMPANY,
as Escrow Agent

Date

By: _____
Print Name:
Print Title:

EXHIBIT "A"

LEGAL DESCRIPTION OF THE LAND

All that tract or parcel of land lying and being in Land Lot 143 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

Begin at an iron pin on the southerly right of way of West Crogan Street, which iron pin is 350.63 feet easterly from the easterly right of way of Gwinnett Drive (60 foot right of way) as measured along the southerly right of way of West Crogan Street; run thence along said southerly right of way of West Crogan Street and following the curvature thereof 115.28 feet along the arc of a curve (said arc being subtended by a chord bearing North 45 degrees 21 minutes 52 seconds East 115.24 feet) to an iron pin; continue thence along said southerly right of way of West Crogan Street and following the curvature thereof 103.46 feet along the arc of a curve (said arc being subtended by a chord bearing North 40 degrees 15 minutes 39 seconds East 103.43 feet) to an iron pin; run thence South 39 degrees 43 minutes 48 seconds East 176.27 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 203.30 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 184.91 feet to an iron pin; thence South 51 degrees 02 minutes 03 seconds West 151.15 feet to an iron pin; thence North 42 degrees 04 minutes 45 seconds West 46.68 feet to an iron pin; thence South 59 degrees 15 minutes 42 seconds West 111.16 feet to an iron pin; thence North 41 degrees 46 minutes 56 seconds West 152.20 feet to an iron pin; thence North 31 degrees 06 minutes 00 seconds West 357.56 feet to an iron pin and the point of beginning.

Said property being more particularly described on that certain plat of survey for Lawrenceville Hospitality Venture, a Georgia general partnership, by Ricky C. Busbee, Georgia Registered Land Surveyor No. 2497, dated August 16, 1993, and containing 3.2068 acres according to said plat.

EXHIBIT "B"

EXCLUDED PERSONAL PROPERTY

1. All personal property located in the Manager's apartments.
2. The Manager's personal items contained in two (2) storage units.
3. Leased coin-operated guest laundry equipment including, without limitation, three (3) washing machines and three (3) dryers.
4. Two (2) soda machines owned by the Coca Cola Company.
5. Leased in-house laundry washer.

EXHIBIT "C"

FORM OF LIMITED WARRANTY DEED

AFTER RECORDING RETURN TO:

Tax Parcel ID No. R5143 176

LIMITED WARRANTY DEED

THIS LIMITED WARRANTY DEED is made this ____ day of _____, 2020, by and between VINAYAK HOSPITALITY, INC., a Georgia corporation ("**Grantor**"), and DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY LAWRENCEVILLE, GEORGIA ("**Grantee**").

W I T N E S E T H :

That, for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, bargain, sell and convey unto Grantee that certain parcel of land being described on EXHIBIT "A" attached hereto and made a part hereof (the "**Land**"), together with all improvements and appurtenances to the Land (collectively, the "**Property**").

The conveyance of the Property is made subject to all matters set forth on EXHIBIT "B" attached hereto and made a part hereof (the "**Permitted Title Exceptions**").

TO HAVE AND TO HOLD the Property, together with all rights, members, and appurtenances thereto, to the same being, belonging, or in anywise appertaining, to the use and benefit of Grantee, its successors and assigns, forever in FEE SIMPLE.

AND GRANTOR will warrant and forever defend the right and title to the Property unto Grantee against lawful claims of all persons claiming by, through or under Grantor, but not otherwise, subject to the Permitted Title Exceptions.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

VINAYAK HOSPITALITY, INC.,
a Georgia corporation

Unofficial Witness
Print Name: _____

By: _____
Print Name:
Print Title:

Notary Public
My Commission Expires:

[AFFIX NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 143 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

Begin at an iron pin on the southerly right of way of West Crogan Street, which iron pin is 350.63 feet easterly from the easterly right of way of Gwinnett Drive (60 foot right of way) as measured along the southerly right of way of West Crogan Street; run thence along said southerly right of way of West Crogan Street and following the curvature thereof 115.28 feet along the arc of a curve (said arc being subtended by a chord bearing North 45 degrees 21 minutes 52 seconds East 115.24 feet) to an iron pin; continue thence along said southerly right of way of West Crogan Street and following the curvature thereof 103.46 feet along the arc of a curve (said arc being subtended by a chord bearing North 40 degrees 15 minutes 39 seconds East 103.43 feet) to an iron pin; run thence South 39 degrees 43 minutes 48 seconds East 176.27 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 203.30 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 184.91 feet to an iron pin; thence South 51 degrees 02 minutes 03 seconds West 151.15 feet to an iron pin; thence North 42 degrees 04 minutes 45 seconds West 46.68 feet to an iron pin; thence South 59 degrees 15 minutes 42 seconds West 111.16 feet to an iron pin; thence North 41 degrees 46 minutes 56 seconds West 152.20 feet to an iron pin; thence North 31 degrees 06 minutes 00 seconds West 357.56 feet to an iron pin and the point of beginning.

Said property being more particularly described on that certain plat of survey for Lawrenceville Hospitality Venture, a Georgia general partnership, by Ricky C. Busbee, Georgia Registered Land Surveyor No. 2497, dated August 16, 1993, and containing 3.2068 acres according to said plat.

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

EXHIBIT "D"

FORM OF QUITCLAIM DEED

AFTER RECORDING RETURN TO:

Tax Parcel ID No. R5143 176

QUITCLAIM DEED

THIS INDENTURE is made and entered into as of this ____ day of _____ 2020, by and between VINAYAK HOSPITALITY, INC., a Georgia corporation ("**Grantor**"), and DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY LAWRENCEVILLE, GEORGIA ("**Grantee**").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, has bargained and sold and by these presents does hereby grant, bargain, sell, remise, release, and forever QUITCLAIM unto Grantee all right, title, interest, claim or demand which Grantor has or may have had in and to:

See EXHIBIT "A" attached hereto and by this reference made a part hereof.

TOGETHER with all rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the described premises unto Grantee, its successors and assigns, so that neither Grantor, nor any persons claiming under Grantor shall at any time claim or demand any right, title, or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

VINAYAK HOSPITALITY, INC.,
a Georgia corporation

Unofficial Witness
Print Name: _____

By: _____
Print Name: _____
Print Title: _____

Notary Public
My Commission Expires:

[AFFIX NOTARIAL SEAL]

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "E"

FORM OF BILL OF SALE

BILL OF SALE

VINAYAK HOSPITALITY, INC., a Georgia corporation ("Seller"), in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid to Seller by DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY LAWRENCEVILLE, GEORGIA ("Purchaser"), the receipt and sufficiency of which are hereby acknowledged, hereby sells, conveys, assigns, transfers, delivers and sets over to Purchaser all fixtures, furniture, furnishings, equipment, machinery, inventory, appliances and other articles of tangible personal property, other than the Excluded Personal Property identified on Exhibit "A" attached hereto and made a part hereof, owned by Seller (the "Personal Property") and which are located at and used or usable in connection with the real property commonly known as 512 West Crogan Street, Lawrenceville, Gwinnett County, Georgia 30046-4738, Property ID R5143 176.

TO HAVE AND TO HOLD unto Purchaser and its successors and assigns to its and their own use and benefit forever.

This Bill of Sale is made by Seller without recourse and without any expressed or implied representation or warranty whatsoever. Seller has executed this Bill of Sale and BARGAINED, SOLD, TRANSFERRED, CONVEYED and ASSIGNED the Personal Property and Purchaser has accepted this Bill of Sale and purchased the aforementioned Personal Property AS IS AND WHEREVER LOCATED, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER NATURE, EXPRESS, IMPLIED, OR STATUTORY, IT BEING THE INTENTION OF SELLER AND PURCHASER TO EXPRESSLY NEGATE AND EXCLUDE ALL WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, ANY IMPLIED OR EXPRESS WARRANTY OF TITLE, CONFORMITY TO MODELS OR SAMPLES OF MATERIALS, ANY RIGHTS OF PURCHASER UNDER APPROPRIATE STATUTES TO CLAIM DIMINUTION OF CONSIDERATION, ANY CLAIM BY PURCHASER FOR DAMAGES BECAUSE OF DEFECTS, WHETHER KNOWN OR UNKNOWN WITH RESPECT TO THE PERSONAL PROPERTY, WARRANTIES CREATED BY AFFIRMATION OF FACT OR PROMISE AND ANY OTHER WARRANTIES CONTAINED IN OR CREATED BY THE UNIFORM COMMERCIAL CODE AS NOW OR HEREAFTER IN EFFECT IN THE STATE IN WHICH THE PERSONAL PROPERTY IS LOCATED, OR CONTAINED IN OR CREATED BY ANY OTHER LAW

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed as of this
____ day of _____, 2020.

SELLER:

VINAYAK HOSPITALITY, INC.,
a Georgia corporation

By: _____
Hinaben A. Patel, President

Attest:: _____
Neena Goswami, Secretary

EXHIBIT "F"

FORM OF NON-FOREIGN AFFIDAVIT

NON-FOREIGN AFFIDAVIT

Section 1445 of the Internal Revenue provides that a transferee of a United States real property interest must withhold tax if the transferor is a foreign person. To inform the transferee, DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF LAWRENCEVILLE, GEORGIA that withholding of tax is not required upon the disposition of a United States real property interest by VINAYAK HOSPITALITY, INC., a Georgia corporation ("Seller"), of the property described on EXHIBIT "A" attached hereto and by this reference made apart hereof, the undersigned hereby certifies the following on behalf of Seller:

1. Seller is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as such terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. Seller's tax identification number is _____.
3. Seller's address is 512 West Crogan Street Lawrenceville, Georgia 30046.

The undersigned understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

EXECUTED on this ____ day of _____, 2020.

VINAYAK HOSPITALITY, INC.,
a Georgia corporation

By: _____
Print Name:
Print Title:

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 143 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

Begin at an iron pin on the southerly right of way of West Crogan Street, which iron pin is 350.63 feet easterly from the easterly right of way of Gwinnett Drive (60 foot right of way) as measured along the southerly right of way of West Crogan Street; run thence along said southerly right of way of West Crogan Street and following the curvature thereof 115.28 feet along the arc of a curve (said arc being subtended by a chord bearing North 45 degrees 21 minutes 52 seconds East 115.24 feet) to an iron pin; continue thence along said southerly right of way of West Crogan Street and following the curvature thereof 103.46 feet along the arc of a curve (said arc being subtended by a chord bearing North 40 degrees 15 minutes 39 seconds East 103.43 feet) to an iron pin; run thence South 39 degrees 43 minutes 48 seconds East 176.27 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 203.30 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 184.91 feet to an iron pin; thence South 51 degrees 02 minutes 03 seconds West 151.15 feet to an iron pin; thence North 42 degrees 04 minutes 45 seconds West 46.68 feet to an iron pin; thence South 59 degrees 15 minutes 42 seconds West 111.16 feet to an iron pin; thence North 41 degrees 46 minutes 56 seconds West 152.20 feet to an iron pin; thence North 31 degrees 06 minutes 00 seconds West 357.56 feet to an iron pin and the point of beginning.

Said property being more particularly described on that certain plat of survey for Lawrenceville Hospitality Venture, a Georgia general partnership, by Ricky C. Busbee, Georgia Registered Land Surveyor No. 2497, dated August 16, 1993, and containing 3.2068 acres according to said plat.

EXHIBIT "G"

FORM OF AFFIDAVIT OF SELLER'S RESIDENCE

AFFIDAVIT OF SELLER'S RESIDENCE

SELLER:
VINAYAK HOSPITALITY, INC.,
a Georgia corporation
512 West Crogan Street
Lawrenceville, Georgia 30046-4738

Tax ID No. _____

INSTRUCTIONS

This form is provided to be executed by the seller and furnished to the buyer to establish Georgia residency, such that withholding from the proceeds of the sale of property are not subject to the withholding laws of this state (See O.C.G.A. § 48-7-128).

Sellers are not subject to withholding from the proceeds of sale if either they reside in Georgia, or they are deemed to be a Georgia resident by virtue of the fact that they have filed Georgia tax returns in the preceding two years, do business or own property in Georgia, intend to file a Georgia Tax return for the current year, and if a corporation or limited partnership, are registered to do business in this State.

Seller is not required to withhold if this Affidavit (or one in substantially the same form) is submitted to the Department in lieu of a withholding tax return.

The Seller is to execute this Affidavit by placing an initial in the blank(s) preceding statements which apply.

Seller is exempt from withholding on the sale of property because:

 X Seller is a resident of Georgia.

Seller is not a resident of Georgia, but is deemed a resident for purposes of withholding by virtue of:

 Seller is a nonresident who has filed Georgia tax returns for the preceding two years;
and

 Seller is an established business in Georgia and will continue substantially the same
business in Georgia after the sale OR the seller has real property in the State at the time

of closing of equal or greater value than the withholding tax liability as measured by the 100% property tax assessment of such remaining property; and

_____ Seller will report the sale on a Georgia Income Tax return for the current year and file by it due date; and

_____ If Seller is a corporation or limited partnership, seller is registered to do business in Georgia.

Under penalty of perjury, I swear that the above information is, to the best of my knowledge and belief, true, correct, and complete.

GIVEN under my hand and seal this ____ day of _____, 2020.

Sworn to and subscribed before me this
_____ day of _____, 2020.

VINAYAK HOSPITALITY, INC.,
a Georgia corporation

Notary Public
My Commission Expires:

By: _____
Print Name:
Print Title:

[AFFIX NOTARIAL SEAL]

EXHIBIT "H"

FORM OF OWNER'S AFFIDAVIT

OWNER'S AFFIDAVIT

STATE OF GEORGIA
COUNTY OF _____

THE AFFIANT being the _____ of VINAYAK HOSPITALITY, INC., a Georgia corporation ("**Owner**"), whose address is 512 West Crogan Street Lawrenceville, Georgia 30046-4738, being duly cautioned and sworn, deposes and says that, with respect to the property located in the City of Lawrenceville, Gwinnett County, Georgia, being more particularly described on EXHIBIT "A" attached hereto and incorporated herein by this reference (the "**Property**"), and in [his/her] representative capacity, and not personally, that:

1. To Owner's knowledge, no one other than the Owner is in possession or has a right to possession of the Property except as set forth on EXHIBIT "B" attached hereto and incorporated herein (the "**Permitted Title Exceptions**");
2. Owner has no knowledge of any unrecorded easement, or claim of easement, affecting the Property except as may be set forth in the Permitted Title Exceptions;
3. Provision for payment has been made for any repair or improvement of the Property undertaken by or under the direction of Owner within the last ninety-five (95) days. In the event a lien is filed relating to work contracted for prior to the date hereof, Owner agrees to indemnify and hold the Company (as defined below) harmless from any loss or damage it actually suffers;
4. Owner has no knowledge that there are any unpaid real estate taxes or assessments affecting the Property except as set forth in the Permitted Title Exceptions;
5. Owner has not delivered any unrecorded mortgage or other lien affecting the Property;
6. No services of a broker or salesperson (as that term is defined in O.C.G.A. §43-40-1) ("**Broker**") has been engaged by Owner with regard to the management, sale, purchase, lease, option, or other conveyance of interest in the Property and, as of the date hereof, Owner has not received notice that any broker's lien has been filed against the Property; and

7. Except as set forth on EXHIBIT "C" attached hereto and incorporated herein by this reference, no improvements or repairs have been made to the Property by, for, or at the instance of, Owner during the ninety-five (95) day period immediately preceding the date hereof, except for work which has been completed and paid for, and there are no unpaid bills incurred by, for, or at the instance of, Owner for services of architects, surveyors, or engineers.

Affiant and Owner acknowledge that this Affidavit is being relied upon by: (i) City of Lawrenceville, Georgia, as purchaser of the Property; (ii) [INSERT NAME OF TITLE COMPANY] (the "**Company**") to issue a title insurance policy or policies or other title evidence, and if acting as escrow or closing agent, then to disburse any funds held as escrow or closing agent.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Affidavit as of the date set forth below.

OWNER:

VINAYAK HOSPITALITY, INC.,
a Georgia corporation

By: _____
Print Name:
Print Title:

STATE OF GEORGIA)
) ss:
COUNTY OF _____)

The foregoing instrument was executed before me this ____ day of _____, 2020, by _____, as _____ of Vinayak Hospitality, Inc., a Georgia corporation, on behalf of said entity. He/She is personally known to me or has produced a driver's license as identification.

Notary Public
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT "A"

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 143 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

Begin at an iron pin on the southerly right of way of West Crogan Street, which iron pin is 350.63 feet easterly from the easterly right of way of Gwinnett Drive (60 foot right of way) as measured along the southerly right of way of West Crogan Street; run thence along said southerly right of way of West Crogan Street and following the curvature thereof 115.28 feet along the arc of a curve (said arc being subtended by a chord bearing North 45 degrees 21 minutes 52 seconds East 115.24 feet) to an iron pin; continue thence along said southerly right of way of West Crogan Street and following the curvature thereof 103.46 feet along the arc of a curve (said arc being subtended by a chord bearing North 40 degrees 15 minutes 39 seconds East 103.43 feet) to an iron pin; run thence South 39 degrees 43 minutes 48 seconds East 176.27 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 203.30 feet to an iron pin; thence South 39 degrees 25 minutes 50 seconds East 184.91 feet to an iron pin; thence South 51 degrees 02 minutes 03 seconds West 151.15 feet to an iron pin; thence North 42 degrees 04 minutes 45 seconds West 46.68 feet to an iron pin; thence South 59 degrees 15 minutes 42 seconds West 111.16 feet to an iron pin; thence North 41 degrees 46 minutes 56 seconds West 152.20 feet to an iron pin; thence North 31 degrees 06 minutes 00 seconds West 357.56 feet to an iron pin and the point of beginning.

Said property being more particularly described on that certain plat of survey for Lawrenceville Hospitality Venture, a Georgia general partnership, by Ricky C. Busbee, Georgia Registered Land Surveyor No. 2497, dated August 16, 1993, and containing 3.2068 acres according to said plat.

EXHIBIT "B"

PERMITTED TITLE EXCEPTIONS

EXHIBIT "C"

IMPROVEMENTS/REPAIRS