



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, December 16, 2020
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Recognitions

1. Introduction of New Communications Staff
2. Recognition of Congressman Woodall

Approval of Prior Meeting Minutes

3. October 26, 2020 Regular Meeting
4. October 28, 2020 Special Call and Executive Session
5. October 29, 2020 Special Call and Executive Session
6. November 2, 2020 Special Call and Executive Session
7. November 11, 2020 Work Session and Executive Session
8. November 18, 2020 Regular Meeting

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.

- [9.](#) Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract
- [10.](#) Villa Lodge & Suites Demolition Project
- [11.](#) Architectural and Engineering Consulting Services on an Annual Contract
- [12.](#) Ratification of East Pike Street Road Repair
- [13.](#) Leak Survey on an Annual Contract
- [14.](#) Ratification of Grayland Hills Subdivision Replacement of Underground Primary Conductor and Transformer Pads Project
- [15.](#) Purchase of Electrical Materials on a Six-Month Contract Change Order 1
- [16.](#) Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project
- [17.](#) Renewal of Broad Based Geographic Information Services on an Annual Contract
- [18.](#) Decommissioning of City Wells
- [19.](#) Contract for Chief Judge
- [20.](#) Contract for Associate Judge
- [21.](#) Purchase and Installation of Space Saver Brand High Security Storage for Evidence Upgrade

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.

- [22.](#) SUP2020-00042; Sunmoon Services, LLC; 850 Scenic Highway
- [23.](#) CIC2020-00006; Lawrenceville Hand Properties, LLC; 420 Grayson Highway
- [24.](#) CIC2020-00004; Najeeb Eshai; 125 Park Access Drive

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.

- [25.](#) Contract with Blue Line Solutions for Automated Speed Enforcement Cameras with Flock Safety Cameras in School Zones

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.

- [26.](#) Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract Change Order 1
- [27.](#) On-Call Electrical Services on an Annual Contract Change Order 2
- [28.](#) Permanent Stage Change Order 2

[29.](#) Intergovernmental Agreement with Gwinnett County for the Hooper Renwick School

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract
Department:	Engineering
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$1,000,000.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Award Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract to low bidders, The Dickerson Group, Inc. in the amount of \$500,000.00 and DAF Concrete, Inc. in the amount of \$500,000.00.

Summary: This is an on-demand for services that include but are not limited to pouring concrete structures, curbs and gutters, catch basins, spillways, brick paving, sidewalks, and driveways. It will be used on an as-needed basis. The contractors will supply all labor, materials and equipment necessary to perform the various jobs.

Fiscal Impact: Amount of \$1,000,000.00. This contract is funded by the Capital Outlay Fund (3554200.541000). Project 08-005.

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

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AQ004-21

**Construction and/or Replacement of Concrete Curbs, Gutters, Catch Basins, and Sidewalks on an Annual Contract
Public Works**

				A & S Paving		Construction Engineering & Management Co.		The Dickerson Group, Inc.		DAF Concrete, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Demo Exis. 6"X 24" Concrete Curb & Gutter	400	LF	\$10.00	\$4,000.00	\$20.00	\$8,000.00	\$35.00	\$14,000.00	\$5.00	\$2,000.00
2	Demo Exis. Concrete Sidewalk Incl. H/Cap Ramps.	100	SY	\$175.00	\$17,500.00	\$25.00	\$2,500.00	\$45.00	\$4,500.00	\$10.00	\$1,000.00
3	Demo Exis. Concrete Driveways	300	SY	\$175.00	\$52,500.00	\$35.00	\$10,500.00	\$55.00	\$16,500.00	\$10.00	\$3,000.00
4	Demo Exis. Concrete Catch Basin Top & Thought	5	Each	\$1,000.00	\$5,000.00	\$1,900.00	\$9,500.00	\$2,500.00	\$12,500.00	\$150.00	\$750.00
5	Ditch/ Stream Cleanout – Remove Debris Loose Material, Silt and Vegetation At Culverts & Storm Drain Structures and Hall Off Unsuitable Soil.	100	CY	\$250.00	\$25,000.00	\$200.00	\$20,000.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00
6	Construct Complete New 4" Thick - Sidewalk Type "A" With No Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$150.00	\$15,000.00	\$50.00	\$5,000.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00
7	Construct Complete New 4" Thick - Sidewalk Type "B 1" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$250.00	\$25,000.00	\$75.00	\$7,500.00	\$52.00	\$5,200.00	\$150.00	\$15,000.00
8	Construct Complete New 4" Thick - Sidewalk Type "B-2" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$250.00	\$25,000.00	\$90.00	\$9,000.00	\$52.00	\$5,200.00	\$150.00	\$15,000.00
9	Construct Complete New 4" Thick - Sidewalk Type "B-3" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$250.00	\$25,000.00	\$75.00	\$7,500.00	\$53.00	\$5,300.00	\$150.00	\$15,000.00
10	Construct Complete New 4" Thick - Sidewalk Type "C" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$250.00	\$25,000.00	\$125.00	\$12,500.00	\$45.00	\$4,500.00	\$150.00	\$15,000.00
11	Construct Complete New Handicap Ramps – All Types With Yellow Plastic Dome Pads, Including GAB & Excavation	80	SF	\$100.00	\$8,000.00	\$70.00	\$5,600.00	\$38.00	\$3,040.00	\$20.00	\$1,600.00
12	Construct Complete Con. Curb & Gutter. 6 In X 24 In, Including Gab & Excavation	500	LF	\$150.00	\$75,000.00	\$80.00	\$40,000.00	\$28.00	\$14,000.00	\$25.00	\$12,500.00
13	Construct Complete Concrete Driveway Apron, 6" Thick - W/ 6x6 Wwf & GAB Including Excavation)	500	SY	\$175.00	\$87,500.00	\$75.00	\$37,500.00	\$55.00	\$27,500.00	\$40.00	\$20,000.00

BID TABULATION

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14	Class " B" Concrete	50	CY	\$200.00	\$10,000.00	\$300.00	\$15,000.00	\$550.00	\$27,500.00	\$200.00	\$10,000.00
15	Flowable Fill	25	CY	\$250.00	\$6,250.00	\$500.00	\$12,500.00	\$300.00	\$7,500.00	\$200.00	\$5,000.00
16	Construct Complete Double Wing Catch Basin (Less Than 8' Depth)	5	Each	\$5,400.00	\$27,000.00	\$7,500.00	\$37,500.00	\$4,500.00	\$22,500.00	\$1,000.00	\$5,000.00
17	Construct Complete Single Wing Catch Basin (Less Than 8' Depth)	5	Each	\$5,400.00	\$27,000.00	\$7,000.00	\$35,000.00	\$4,500.00	\$22,500.00	\$1,000.00	\$5,000.00
18	Construct/Replace Complete Con. Tops For Catch Basins & Manholes	5	Each	\$2,000.00	\$10,000.00	\$1,850.00	\$9,250.00	\$2,500.00	\$12,500.00	\$1,500.00	\$7,500.00
19	Construct Complete Pedestal Inlet (Less Than 8' Depth)	3	Each	\$5,400.00	\$16,200.00	\$7,500.00	\$22,500.00	\$4,500.00	\$13,500.00	\$1,000.00	\$3,000.00
20	Construct Complete Hood & Frame Drop Inlet (Less Than 8' Depth)	5	Each	\$5,400.00	\$27,000.00	\$1,750.00	\$8,750.00	\$4,500.00	\$22,500.00	\$1,500.00	\$7,500.00
21	Construct Complete Manhole (Less Than 8' Depth)	4	Each	\$5,400.00	\$21,600.00	\$7,500.00	\$30,000.00	\$4,500.00	\$18,000.00	\$2,500.00	\$10,000.00
22	Construct Complete Doghouse Manhole (Less Than 8' Depth)	3	Each	\$6,500.00	\$19,500.00	\$7,500.00	\$22,500.00	\$6,500.00	\$19,500.00	\$2,000.00	\$6,000.00
23	36" Flared End Section	3	Each	\$1,500.00	\$4,500.00	\$5,000.00	\$15,000.00	\$6,000.00	\$18,000.00	\$800.00	\$2,400.00
24	24"-48" Concrete Headwall	3	Each	\$1,500.00	\$4,500.00	\$4,500.00	\$13,500.00	\$4,000.00	\$12,000.00	\$4,000.00	\$12,000.00
25	Temporary Silt Fence Type "C"	400	LF	\$6.00	\$2,400.00	\$5.00	\$2,000.00	\$4.00	\$1,600.00	\$2.00	\$800.00
26	Permanent Grassing- Install Sod (All Types) to Match Existing Including Agricultural Lime - Fertilizer Mixed Grade	200	SY	\$11.00	\$2,200.00	\$20.00	\$4,000.00	\$15.00	\$3,000.00	\$10.00	\$2,000.00
27	Temp. Inlet Protection At All Inlet Structures	4	Each	\$750.00	\$3,000.00	\$350.00	\$1,400.00	\$125.00	\$500.00	\$200.00	\$800.00
28	Install Complete - Graded Aggregate Base (Gab) - 6" - 10" Thick	100	TN	\$60.00	\$6,000.00	\$70.00	\$7,000.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00
29	Install Complete - # 57 Stone	100	TN	\$60.00	\$6,000.00	\$50.00	\$5,000.00	\$30.00	\$3,000.00	\$40.00	\$4,000.00
30	Asphalt Patching 12.5 Mm Complete - 4" Deep, Incl Tack & Matl	50	SY	\$250.00	\$12,500.00	\$110.00	\$5,500.00	\$94.50	\$4,725.00	\$30.00	\$1,500.00
31	Remove/Relocate Road Sign, Incl. Mailboxes	25	Each	\$250.00	\$6,250.00	\$200.00	\$5,000.00	\$40.00	\$1,000.00	\$100.00	\$2,500.00
32	Adjust Hydrant to Grade	2	Each	\$1,800.00	\$3,600.00	\$7,500.00	\$15,000.00	\$950.00	\$1,900.00	\$5,000.00	\$10,000.00
33	Relocate Exist Water Meter Incl. Box	2	Each	\$750.00	\$1,500.00	\$600.00	\$1,200.00	\$1,800.00	\$3,600.00	\$200.00	\$400.00
TOTAL				\$606,500.00		\$442,700.00		\$338,565.00		\$210,250.00	
Will vendor hold pricing firm? Renewal Option 1				10%		25%		10%		10%	
Will vendor hold pricing firm? Renewal Option 2				10%		25%		10%		10%	
Will vendor hold pricing firm? Renewal Option 3				10%		25%		10%		10%	
Will vendor hold pricing firm? Renewal Option 4				10%		25%		10%		10%	

BID TABULATION

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				Multiplex, LLC		Leach Landscaping, Inc.		SD&C, INC		Peach State Construction Company	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Demo Exis. 6"X 24" Concrete Curb & Gutter	400	LF	\$11.50	\$4,600.00	\$6.00	\$2,400.00	\$10.00	\$4,000.00	\$20.00	\$8,000.00
2	Demo Exis. Concrete Sidewalk Incl. H/Cap Ramps.	100	SY	\$69.00	\$6,900.00	\$20.70	\$2,070.00	\$12.00	\$1,200.00	\$25.00	\$2,500.00
3	Demo Exis. Concrete Driveways	300	SY	\$69.00	\$20,700.00	\$20.70	\$6,210.00	\$12.00	\$3,600.00	\$25.00	\$7,500.00
4	Demo Exis. Concrete Catch Basin Top & Thought	5	Each	\$1,150.00	\$5,750.00	\$750.00	\$3,750.00	\$300.00	\$1,500.00	\$1,500.00	\$7,500.00
5	Ditch/ Stream Cleanout – Remove Debris Loose Material, Silt and Vegetation At Culverts & Storm Drain Structures and Hall Off Unsuitable Soil.	100	CY	\$75.00	\$7,500.00	\$50.00	\$5,000.00	\$150.00	\$15,000.00	\$350.00	\$35,000.00
6	Construct Complete New 4" Thick - Sidewalk Type "A" With No Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$52.00	\$5,200.00	\$65.00	\$6,500.00	\$76.60	\$7,660.00	\$90.00	\$9,000.00
7	Construct Complete New 4" Thick - Sidewalk Type "B 1" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$260.00	\$26,000.00	\$130.00	\$13,000.00	\$174.04	\$17,404.00	\$400.00	\$40,000.00
8	Construct Complete New 4" Thick - Sidewalk Type "B-2" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$265.00	\$26,500.00	\$135.00	\$13,500.00	\$197.49	\$19,749.00	\$445.00	\$44,500.00
9	Construct Complete New 4" Thick - Sidewalk Type "B-3" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$270.00	\$27,000.00	\$130.00	\$13,000.00	\$160.64	\$16,064.00	\$400.00	\$40,000.00
10	Construct Complete New 4" Thick - Sidewalk Type "C" With Bricks Pavers - W/ Broom Finish, Min. 3000 Psi, Incl. Min. 4" GAB.	100	SY	\$260.00	\$26,000.00	\$150.00	\$15,000.00	\$275.99	\$27,599.00	\$475.00	\$47,500.00
11	Construct Complete New Handicap Ramps – All Types With Yellow Plastic Dome Pads, Including GAB & Excavation	80	SF	\$17.00	\$1,360.00	\$13.00	\$1,040.00	\$20.00	\$1,600.00	\$55.00	\$4,400.00
12	Construct Complete Con. Curb & Gutter. 6 In X 24 In, Including Gab & Excavation	500	LF	\$23.00	\$11,500.00	\$32.00	\$16,000.00	\$29.00	\$14,500.00	\$40.00	\$20,000.00
13	Construct Complete Concrete Driveway Apron, 6" Thick - W/ 6x6 Wwf & GAB Including Excavation)	500	SY	\$69.00	\$34,500.00	\$100.00	\$50,000.00	\$80.00	\$40,000.00	\$85.00	\$42,500.00
14	Class " B" Concrete	50	CY	\$805.00	\$40,250.00	\$350.00	\$17,500.00	\$350.00	\$17,500.00	\$900.00	\$45,000.00
15	Flowable Fill	25	CY	\$405.00	\$10,125.00	\$300.00	\$7,500.00	\$250.00	\$6,250.00	\$375.00	\$9,375.00

BID TABULATION

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16	Construct Complete Double Wing Catch Basin (Less Than 8' Depth)	5	Each	\$1,725.00	\$8,625.00	\$4,500.00	\$22,500.00	\$4,500.00	\$22,500.00	\$4,000.00	\$20,000.00
17	Construct Complete Single Wing Catch Basin (Less Than 8' Depth)	5	Each	\$1,500.00	\$7,500.00	\$4,500.00	\$22,500.00	\$4,500.00	\$22,500.00	\$4,000.00	\$20,000.00
18	Construct/Replace Complete Con. Tops For Catch Basins & Manholes	5	Each	\$1,725.00	\$8,625.00	\$1,700.00	\$8,500.00	\$2,000.00	\$10,000.00	\$2,000.00	\$10,000.00
19	Construct Complete Pedestal Inlet (Less Than 8' Depth)	3	Each	\$3,450.00	\$10,350.00	\$4,500.00	\$13,500.00	\$4,000.00	\$12,000.00	\$3,500.00	\$10,500.00
20	Construct Complete Hood & Frame Drop Inlet (Less Than 8' Depth)	5	Each	\$3,450.00	\$17,250.00	\$4,500.00	\$22,500.00	\$4,000.00	\$20,000.00	\$3,500.00	\$17,500.00
21	Construct Complete Manhole (Less Than 8' Depth)	4	Each	\$3,450.00	\$13,800.00	\$3,500.00	\$14,000.00	\$4,500.00	\$18,000.00	\$3,500.00	\$14,000.00
22	Construct Complete Doghouse Manhole (Less Than 8' Depth)	3	Each	\$3,450.00	\$10,350.00	\$5,600.00	\$16,800.00	\$5,000.00	\$15,000.00	\$5,000.00	\$15,000.00
23	36" Flared End Section	3	Each	\$2,300.00	\$6,900.00	\$2,200.00	\$6,600.00	\$3,800.00	\$11,400.00	\$3,000.00	\$9,000.00
24	24"-48" Concrete Headwall	3	Each	\$3,450.00	\$10,350.00	\$2,200.00	\$6,600.00	\$3,100.00	\$9,300.00	\$3,750.00	\$11,250.00
25	Temporary Silt Fence Type "C"	400	LF	\$4.60	\$1,840.00	\$6.00	\$2,400.00	\$4.00	\$1,600.00	\$5.00	\$2,000.00
26	Permanent Grassing- Install Sod (All Types) to Match Existing Including Agricultural Lime - Fertilizer Mixed Grade	200	SY	\$10.35	\$2,070.00	\$18.00	\$3,600.00	\$13.50	\$2,700.00	\$18.00	\$3,600.00
27	Temp. Inlet Protection At All Inlet Structures	4	Each	\$230.00	\$920.00	\$150.00	\$600.00	\$170.00	\$680.00	\$750.00	\$3,000.00
28	Install Complete - Graded Aggregate Base (Gab) - 6" - 10" Thick	100	TN	\$35.00	\$3,500.00	\$126.00	\$12,600.00	\$28.00	\$2,800.00	\$50.00	\$5,000.00
29	Install Complete - # 57 Stone	100	TN	\$290.00	\$29,000.00	\$126.00	\$12,600.00	\$40.00	\$4,000.00	\$50.00	\$5,000.00
30	Asphalt Patching 12.5 Mm Complete - 4" Deep, Incl Tack & Matl	50	SY	\$105.00	\$5,250.00	\$131.00	\$6,550.00	\$150.00	\$7,500.00	\$400.00	\$20,000.00
31	Remove/Relocate Road Sign, Incl. Mailboxes	25	Each	\$145.00	\$3,625.00	\$150.00	\$3,750.00	\$120.00	\$3,000.00	\$250.00	\$6,250.00
32	Adjust Hydrant to Grade	2	Each	\$1,150.00	\$2,300.00	\$2,000.00	\$4,000.00	\$4,500.00	\$9,000.00	\$4,000.00	\$8,000.00
33	Relocate Exist Water Meter Incl. Box	2	Each	\$1,150.00	\$2,300.00	\$2,000.00	\$4,000.00	\$1,450.00	\$2,900.00	\$750.00	\$1,500.00
TOTAL				\$398,440.00		\$356,070.00		\$368,506.00		\$544,375.00	
Will vendor hold pricing firm? Renewal Option 1				5%		0%		Yes		2.5%	
Will vendor hold pricing firm? Renewal Option 2				10%		5%		Yes		2.5%	
Will vendor hold pricing firm? Renewal Option 3				5%		5%		Yes		2.5%	
Will vendor hold pricing firm? Renewal Option 4				10%		5%		Yes		2.5%	

Recommended Vendors:

The Dickerson Group, Inc.
 871 Old Peachtree Road NW
 Lawrenceville, GA 30043
 770-513-4558
jason.freeland@dickersongroup.net

DAF Concrete, Inc.
 9160 Turner Rd.
 Jonesboro, GA 30236
 770-629-4036
daf_concrete_inc@yahoo.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Villa Lodge & Suites Demolition Project
Department:	Engineering
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$187,000.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Award Villa Lodge & Suites Demolition Project to low bidder, Tristar America, LLC, amount not to exceed \$187,000.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project is to completely demolish all the building structures including floor slabs, swimming pool, asphalt & concrete paving, footings, basement/crawlspace walls, retaining walls, all islands, canopies, signs, etc. All debris, junk, and trash will be removed and disposed of properly. Contractor shall backfill disturbed areas with good dirt and compacted. The end result of the demolished areas will need to be that the area has a smooth flat slope, drains well, and seed & straw or hydro seeded after demolition.

Fiscal Impact: Amount of \$187,000.00. This contract is funded by the Capital Outlay Fund (3554200.541000). Project 08-005.

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

SB011-21
Villa Lodge & Suites Demolition Project
Engineering

	1 Priority Environmental Services	AMO Construction, LLC	Bayne Development Group	Complete Demolition Services, LLC
DESCRIPTION	Total Price	Total Price	Total Price	Total Price
All costs associated with the complete demolition of structures, abatement disposal of and complete final grading as per the Drawings & Scope of work for Villa Lodge & Suites Demolition Project	\$307,500.00	\$415,249.00	\$322,737.00	\$236,000.00

	DH Griffen Wrecking Co., Inc.	LMS General Contractors	Neuber Environmental Services	Southeast Demolition & Environmental
DESCRIPTION	Total Price	Total Price	Total Price	Total Price
All costs associated with the complete demolition of structures, abatement disposal of and complete final grading as per the Drawings & Scope of work for Villa Lodge & Suites Demolition Project	\$307,500.00	\$263,000.00	\$349,000.00	\$244,000.00

	Southern Environmental Services	Tristar America, LLC	Wrecking Corp. of America, LLC
DESCRIPTION	Total Price	Total Price	Total Price
All costs associated with the complete demolition of structures, abatement disposal of and complete final grading as per the Drawings & Scope of work for Villa Lodge & Suites Demolition Project	\$323,500.00	\$187,000.00	\$381,500.00

Recommended vendor:
Tristar America, LLC
2731 Simpson Circle
Norcross, GA 30071
P: 770-368-8700
joe@tristaramerica.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Architectural and Engineering Consulting Services on an Annual Contract
Department:	Engineering
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$1,000,000.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Award Architectural and Engineering Consulting Services on an Annual Contract to the following highest scoring firms: Atlas Technical Consultants LLC for Civil Engineering, Stormwater Management and Ecological Engineering, Traffic Engineering Services, Geotechnical Engineering, and Surveying Services; CAS Architecture, P.C. for Architectural Services, Mechanical, Electrical, Plumbing (MEP), Civil Engineering, and Landscape Architect Services; CROFT & Associates for Architectural Services and Mechanical, Electrical, Plumbing (MEP); Geo-Hydro Engineers, Inc. for Geotechnical Engineering; Hayes, James & Associates, Inc. for Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, Geotechnical Engineering, and Surveying Services; Kimley-Horn and Associates, Inc. for Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, and Traffic Engineering Services; Precision Planning, Inc. for Architectural Services, Mechanical, Electrical, Plumbing (MEP), Civil Engineering, Landscape Architect Services, Stormwater Management and Ecological Engineering, and Surveying Services; and Sailors Engineering Assoc., Inc. for Geotechnical Engineering in the amount of \$1,000,000.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This contract is to provide comprehensive architectural and/or engineering services to include, but not be limited to: consultative and technical guidance; production of individual project scopes, design documents, construction documents, planning documents, specifications, project schedules and cost estimates; as well as, project management, construction administration, monitoring and testing, data analysis, permitting and report writing services on an as-needed basis.

Fiscal Impact: Amount of \$1,000,000.00. This contract is funded by multiple funding sources that is dependent upon the specified project.

Attachments/Exhibits:

Score Tabulation

Cost Tabulation

PROPOSAL SCORE TABULATION

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Architectural and Engineering Consulting Services on an Annual Contract
Engineering

			Atlas Technical Consultants LLC	Atwell, LLC	Axis Infrastructure, LLC	CAS Architecture, P.C.	CHA Architecture
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	20	Approach and Work Plan	19	17.67	15.67	19	17.67
2	20	Understanding the City's Requirements	19	17.67	14.33	19.33	17.67
3	30	Firm Experience and Capabilities	28.67	26	22.67	28.67	26.67
4	20	Project Team Qualifications and Experience	18.33	17.33	18	19	18.33
5	10	Rates	7.2	6.8	7.6	10	7.7
TOTAL			92.2	85.47	78.27	96	88.04
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	92.2	85.47	78.27	96	88.04

			Constantine Engineering, Inc.	CROFT & Associates	ECS Southeast, LLP	Foreman Seeley Fountain Architecture	Foresite Group, LLC
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	20	Approach and Work Plan	14.67	19	18.33	16.66	17.66
2	20	Understanding the City's Requirements	16.67	19.33	18	18	18
3	30	Firm Experience and Capabilities	21.67	29	27	26.33	26
4	20	Project Team Qualifications and Experience	15.33	19.33	18	16.66	17.33
5	10	Rates	7	6.9	8	8.5	7.8
TOTAL			75.34	93.56	89.33	86.15	86.79
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	75.34	93.56	89.33	86.15	86.79

PROPOSAL SCORE TABULATION

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**Architectural and Engineering Consulting Services on an Annual Contract
Engineering**

			Gardner Spencer Smith Tench & Jarbeau, P.C.	Gaskins Surveying Co., Inc.	Geo-Hydro Engineers, Inc.	Hayes, James & Associates, Inc.	Hussey, Gay, Bell & DeYoung International, Inc.
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	20	Approach and Work Plan	17.33	17.33	18.66	18.66	18.33
2	20	Understanding the City's Requirements	15.66	15.66	19	19.33	17.67
3	30	Firm Experience and Capabilities	25	22	27	25.33	26.67
4	20	Project Team Qualifications and Experience	17	15.66	19	18.66	17
5	10	Rates	7.5	6.8	10	8.8	7.2
TOTAL			82.49	77.45	93.66	90.78	86.87
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	82.49	77.45	93.66	90.78	86.87

			Johnson, Spellman & Associates, Inc.	Kimley-Horn and Associates, Inc.	Larimer Design, Inc.	Lindsey Pope Brayfield and Associates, Inc.	Lose & Associates, Inc. d/b/a Lose Design
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	20	Approach and Work Plan	15.67	19	17.33	16.67	16.67
2	20	Understanding the City's Requirements	17	19.33	18.33	17.67	18
3	30	Firm Experience and Capabilities	21.33	29.33	23	27	23.33
4	20	Project Team Qualifications and Experience	14	19.33	16	18.33	18.33
5	10	Rates	7	6.5	6.5	7.5	7.3
TOTAL			75	93.49	81.16	87.17	83.63
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	75	93.49	81.16	87.17	83.63

PROPOSAL SCORE TABULATION

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**Architectural and Engineering Consulting Services on an Annual Contract
Engineering**

			Manley Spangler Smith Architects, PC	McFarland-Dyer & Associates, Inc.	McKim & Creed, Inc	Mosa Design Studios, LLC.	NOVA Engineering and Environmental, LLC
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	20	Approach and Work Plan	17.33	17.33	16.33	16	18.66
2	20	Understanding the City's Requirements	16.66	18	14.33	16.33	14.33
3	30	Firm Experience and Capabilities	25.66	23	19.66	22.33	19.66
4	20	Project Team Qualifications and Experience	17	19	14.66	16.66	14.66
5	10	Rates	5.5	7.2	5.4	6	5.4
TOTAL			82.15	84.53	70.38	77.32	72.71
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	82.15	84.53	70.38	77.32	72.71

			Pond & Company	PRAXIS3	Precision Planning, Inc.	Raymond Engineering- Georgia, Inc.	Rochester & Associates, Inc.
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	20	Approach and Work Plan	18.33	17.33	19.66	17.33	17.33
2	20	Understanding the City's Requirements	18.66	17.66	19.66	17.67	18
3	30	Firm Experience and Capabilities	22.66	26.66	29.33	23	26.67
4	20	Project Team Qualifications and Experience	18.66	17	19.66	16.67	18.33
5	10	Rates	6.8	7.1	7.9	6.8	6
TOTAL			85.11	85.75	96.21	81.47	86.33
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	85.11	85.75	96.21	81.47	86.33

PROPOSAL SCORE TABULATION

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**Architectural and Engineering Consulting Services on an Annual Contract
Engineering**

			Rummel, Klepper & Kahl, LLP	S&ME, Inc.	Sailors Engineering Assoc., Inc.	Suburban Consulting Engineers, Inc.	T2 UES, Inc.
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	20	Approach and Work Plan	18.33	18.33	19	12.33	16.66
2	20	Understanding the City's Requirements	18.67	18.33	19	15.33	14.66
3	30	Firm Experience and Capabilities	28.33	28	28	21	20.33
4	20	Project Team Qualifications and Experience	18.33	18.33	19	13.67	15.66
5	10	Rates	5.4	8	9	8	7.2
TOTAL			89.06	90.99	94	70.33	74.51
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	89.06	90.99	94	70.33	74.51

			Terracon Consultants, Inc.	Thomas & Hutton Engineering Co.	Thompson Company Inc. d/b/a Thompson Ehle Company	Toole Design Group, LLC	Tunnell, Spangler & Associates, d/b/a TSW
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
1	20	Approach and Work Plan	18.33	14.66	16.33	16.66	17
2	20	Understanding the City's Requirements	18.66	16.33	15.66	14.33	16.66
3	30	Firm Experience and Capabilities	28.66	22.33	21.33	21.33	24
4	20	Project Team Qualifications and Experience	18.66	15	15	14.33	17.33
5	10	Rates	7.1	7.8	7.8	5.5	8.2
TOTAL			91.41	76.12	76.12	72.15	83.19
6	20	Optional Interview	N/A	N/A	N/A	N/A	N/A
120		TOTAL WITH INTERVIEWS	91.41	76.12	76.12	72.15	83.19

PROPOSAL SCORE TABULATION

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**Architectural and Engineering Consulting Services on an Annual Contract
Engineering**

			United Consulting Group, Ltd. d/b/a/ United Consulting
ITEM #	POINTS ALLOCATED	CRITERIA	TOTAL POINTS
1	20	Approach and Work Plan	18.66
2	20	Understanding the City's Requirements	18.33
3	30	Firm Experience and Capabilities	28
4	20	Project Team Qualifications and Experience	18.66
5	10	Rates	6.3
TOTAL			89.95
6	20	Optional Interview	N/A
120		TOTAL WITH INTERVIEWS	89.95

Recommended Vendors:

Atlas Technical Consultants LLC
2450 Commerce Ave. Suite 100
Duluth, GA 30096
P: 770-686-1006
todd.long@oneatlas.com

Geo-Hydro Engineers, Inc.
1000 Cobb Place Blvd. Suite 290
Kennesaw, GA 30144
P: 706-354-1800
mike@geohydro.com

Precision Planning, Inc.
400 Pike Blvd.
Lawrenceville, GA 30046
P: 770-338-8125
063DL@ppi.us

CAS Architecture
1485 Natchez Way
Grayson, GA 30017
P: 678-646-7736
csmith@casarc.com

Hayes, James & Associates, Inc.
4145 Shackleford Road, Suite 300
Norcross, GA 30093
P: 770-923-1600
csims@hayesjames.com

Sailors Engineering Assoc., Inc.
1675 Spectrum Drive
Lawrenceville, GA 30043
P: 770-962-5922
jim@sailors-engineering.com

CROFT & Associates
3380 Blue Springs Road
Kennesaw, GA 30144
P: 770-529-7714
mark@croftae.com

Kimley-Horn and Associates, Inc.
817 West Peachtree Street, NW, Suite 601
Atlanta, GA 30308
P: 678-533-3925
mike.rushing@kimley-horn.com

Cost Tabulation

RP001-21
Architectural and Engineering Consulting Services on an Annual Contract
Engineering Department

	Atlas Technical Consultants LLC	Atwell, LLC	Axis Infrastructure, LLC	CAS Architecture, P.C.	CHA Architecture	Constantine Engineering, Inc.	CROFT & Associates
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$0.00	\$189.00	\$225.00	\$126.00	\$155.00	\$202.00	\$200.00
Project Manager	\$165.00	\$175.00	\$150.00	\$96.00	\$148.00	\$166.00	\$175.00
Engineer, Senior	\$150.00	\$155.00	\$140.00	\$96.00	\$150.00	\$150.00	\$150.00
Engineer	\$110.00	\$118.00	\$110.00	\$96.00	\$100.00	\$119.00	\$110.00
Engineer, Associate	\$100.00	\$135.00	\$80.00	\$96.00	\$80.00	\$99.00	\$110.00
Architect, Senior			\$150.00	\$96.00	\$150.00	\$157.00	\$150.00
Architect			\$125.00	\$96.00	\$135.00	\$145.00	\$110.00
Architect, Associate			\$90.00	\$96.00	\$95.00	\$133.00	\$110.00
Technician	\$70.00	\$95.00	\$75.00	\$76.00		\$70.00	\$100.00
CADD Technician	\$75.00	\$108.00	\$75.00	\$56.00	\$80.00	\$85.00	\$100.00
Administrative Support	\$55.00	\$79.00	\$65.00	\$45.00	\$65.00	\$65.00	\$90.00
Landscape Architect, Senior	\$125.00	\$168.00		\$96.00	\$115.00	\$150.00	
Landscape Architect	\$100.00	\$135.00		\$96.00	\$105.00	\$113.00	
Surveyor, Principal	\$150.00	\$189.00			\$119.00	\$156.00	
Surveyor, Senior	\$100.00	\$154.00			\$89.00	\$140.00	
Surveyor, Project	\$90.00	\$124.00				\$115.00	
Survey Crew	\$110.00	\$154.00			\$124.00	\$150.00	
Aerial Survey	\$120.00						
Mobile Scanner							
SUE Crew	\$125.00	\$98.00			\$129.00	\$160.00	
Vacuum Excavation Crew	\$140.00				\$140.00	\$160.00	
Planner, Principal	\$165.00		\$125.00			\$165.00	
Planner, Senior	\$150.00		\$100.00			\$155.00	
Planner	\$100.00		\$85.00			\$95.00	
Scientist, Principal	\$165.00				\$195.00	\$138.00	
Scientist, Senior	\$125.00				\$180.00	\$125.00	
Scientist	\$100.00				\$150.00	\$100.00	
Scientist, Associate	\$90.00				\$115.00	\$89.00	
Geotechnical Engineer	\$135.00					\$150.00	
Other (may use additional sheet)	Additional Sheet	\$105.00			\$149.00		

	ECS Southeast, LLP	Foreman Seeley Fountain Architecture	Foresite Group, LLC	Gardner Spencer Smith Tench & Jarbeau, P.C.	Gaskins Surveying Co., Inc.	Geo-Hydro Engineers, Inc.	Hayes, James & Associates, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$160.00		\$185.00	\$145.00		\$115.00	\$160.00
Project Manager	\$110.00		\$170.00	\$130.00		\$85.00	\$150.00
Engineer, Senior	\$130.00		\$185.00	\$140.00		\$95.00	\$150.00
Engineer	\$90.00		\$145.00	\$130.00		\$85.00	\$100.00
Engineer, Associate	\$75.00		\$95.00	\$120.00		\$75.00	\$95.00
Architect, Senior				\$130.00		\$95.00	
Architect				\$125.00		\$85.00	
Architect, Associate				\$120.00		\$75.00	
Technician	\$50.00			\$110.00		\$58.00	\$70.00
CADD Technician	\$55.00		\$85.00	\$100.00		\$75.00	\$65.00
Administrative Support	\$30.00		\$70.00	\$55.00		\$45.00	\$70.00
Landscape Architect, Senior			\$145.00	\$120.00			\$150.00
Landscape Architect			\$95.00	\$110.00			\$140.00
Surveyor, Principal			\$155.00		\$170.00		\$150.00
Surveyor, Senior			\$115.00		\$150.00		\$120.00
Surveyor, Project			\$115.00		\$115.00		\$110.00
Survey Crew			\$145.00		\$150.00		\$130.00
Aerial Survey			\$115.00		\$90.00		
Mobile Scanner			\$115.00				\$130.00
SUE Crew					\$120.00		\$135.00
Vacuum Excavation Crew							
Planner, Principal							\$150.00
Planner, Senior							\$140.00
Planner							\$110.00
Scientist, Principal	\$160.00					\$165.00	\$250.00
Scientist, Senior	\$130.00					\$145.00	\$180.00
Scientist	\$90.00					\$95.00	\$115.00
Scientist, Associate	\$75.00					\$85.00	\$105.00
Geotechnical Engineer	\$90.00					\$85.00	\$150.00
Other (may use additional sheet)	\$200.00						

Cost Tabulation

	Hussey, Gay, Bell & DeYoung International, Inc.	Johnson, Spellman & Associates, Inc.	Kimley-Horn and Associates, Inc.	Larimer Design, Inc.	Lindsey Pope Brayfield and Associates, Inc.	Lose & Associates, Inc. d/b/a Lose Design	Manley Spangler Smith Architects, PC
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$165.00	\$180.00	\$200.00	\$210.00	\$189.00	\$200.00	\$210.00
Project Manager	\$140.00	\$160.00	\$195.00	\$185.00	\$142.00	\$75.00	\$150.00
Engineer, Senior	\$150.00	\$145.00	\$200.00		\$142.00	\$150.00	\$200.00
Engineer	\$140.00	\$135.00	\$170.00		\$119.00	\$135.00	\$175.00
Engineer, Associate	\$130.00		\$130.00		\$119.00	\$125.00	\$150.00
Architect, Senior	\$135.00			\$185.00	\$142.00	\$150.00	\$200.00
Architect	\$120.00			\$145.00	\$119.00	\$135.00	\$175.00
Architect, Associate	\$100.00			\$165.00	\$97.00	\$95.00	\$150.00
Technician	\$85.00		\$100.00	\$125.00	\$77.00	\$95.00	\$125.00
CADD Technician	\$110.00	\$90.00	\$100.00	\$95.00	\$77.00	\$100.00	\$125.00
Administrative Support	\$70.00	\$85.00	\$90.00	\$75.00	\$77.00	\$75.00	\$100.00
Landscape Architect, Senior	\$140.00		\$200.00		\$170.00	\$150.00	\$155.00
Landscape Architect	\$130.00		\$170.00		\$170.00	\$135.00	\$115.00
Surveyor, Principal	\$150.00		\$125.00		\$200.00	\$160.00	
Surveyor, Senior	\$120.00		\$110.00		\$170.00	\$145.00	
Surveyor, Project	\$110.00		\$90.00		\$135.00	\$95.00	
Survey Crew	\$130.00		\$135.00		\$170.00	\$150.00	
Aerial Survey	\$150.00					\$90.00	
Mobile Scanner	\$160.00					\$500.00	
SUE Crew			\$194.00			\$265.00	
Vacuum Excavation Crew			\$241.00			\$300.00	
Planner, Principal	\$165.00		\$200.00	\$210.00	\$200.00	\$160.00	
Planner, Senior	\$155.00		\$200.00	\$185.00	\$150.00	\$135.00	
Planner	\$130.00		\$170.00	\$145.00	\$150.00	\$90.00	
Scientist, Principal	\$175.00		\$200.00			\$165.00	
Scientist, Senior	\$140.00		\$200.00			\$145.00	
Scientist	\$100.00		\$170.00			\$95.00	
Scientist, Associate	\$95.00		\$130.00			\$85.00	
Geotechnical Engineer	\$125.00		\$170.00			\$85.00	
Other (may use additional sheet)		\$160.00		\$350.00			\$175.00

Cost Tabulation

	McFarland-Dyer & Associates, Inc.	McKim & Creed, Inc	Mosa Design Studios, LLC.	NOVA Engineering and Environmental, LLC	Pond & Company	PRAXIS3	Precision Planning, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$200.00		\$200.00	\$200.00	\$195.00	\$200.00	\$185.00
Project Manager	\$170.00		\$180.00	\$125.00	\$180.00	\$150.00	\$150.00
Engineer, Senior	\$170.00		\$180.00	\$145.00	\$158.00		\$135.00
Engineer	\$170.00		\$150.00	\$85.00	\$135.00	\$99.00	\$100.00
Engineer, Associate	\$120.00		\$140.00	\$75.00	\$112.00	\$175.00	\$85.00
Architect, Senior			\$200.00		\$158.00	\$150.00	\$150.00
Architect			\$170.00		\$125.00	\$130.00	\$120.00
Architect, Associate			\$150.00		\$107.00	\$150.00	\$100.00
Technician	\$125.00		\$110.00	\$60.00	\$100.00		\$65.00
CADD Technician	\$115.00	\$92.00	\$85.00		\$88.00		\$80.00
Administrative Support	\$95.00	\$83.00	\$70.00	\$50.00	\$75.00	\$81.00	\$70.00
Landscape Architect, Senior	\$170.00		\$100.00		\$158.00	\$150.32	\$120.00
Landscape Architect	\$170.00		\$110.00		\$127.00	\$92.46	\$80.00
Surveyor, Principal	\$200.00	\$232.00	\$190.00		\$155.00		\$150.00
Surveyor, Senior	\$170.00	\$210.00	\$170.00		\$125.00		\$100.00
Surveyor, Project	\$135.00	\$133.00	\$140.00		\$115.00		\$80.00
Survey Crew	\$170.00	\$148.00	\$225.00		\$145.00		\$135.00
Aerial Survey			\$250.00		\$145.00		\$1,196.00
Mobile Scanner			\$100.00		\$180.00		\$885.00
SUE Crew	\$125.00	\$176.00	\$225.00		\$160.00		\$146.00
Vacuum Excavation Crew		\$750.00	\$230.00		\$160.00		\$182.00
Planner, Principal	\$200.00		\$190.00		\$150.00		\$130.00
Planner, Senior	\$150.00		\$170.00		\$130.00		\$120.00
Planner	\$150.00		\$140.00		\$120.00		\$75.00
Scientist, Principal			\$190.00		\$150.00		\$145.00
Scientist, Senior			\$160.00		\$140.00		\$120.00
Scientist			\$135.00		\$110.00		
Scientist, Associate			\$125.00		\$90.00		
Geotechnical Engineer			\$150.00	\$125.00	\$85.00		
Other (may use additional sheet)							

Cost Tabulation

	Raymond Engineering-Georgia, Inc.	Rochester & Associates, Inc.	Rummel, Klepper & Kahl, LLP	S&ME, Inc.	Sailors Engineering Assoc., Inc.	Suburban Consulting Engineers, Inc.	T2 UES, Inc.
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$175.00	\$240.00	\$280.00	\$170,125.00	\$150.00	\$150.00	\$212.00
Project Manager	\$135.00	\$170.00	\$240.00	\$150.00	\$99.00	\$145.00	\$158.00
Engineer, Senior	\$175.00	\$160.00	\$195.75		\$99.00		\$130.00
Engineer	\$150.00	\$140.00	\$140.00		\$85.00		\$114.00
Engineer, Associate	\$120.00	\$120.00	\$115.00				\$108.00
Architect, Senior	\$150.00		\$240.00				
Architect	\$135.00		\$165.00				
Architect, Associate	\$120.00		\$115.00				
Technician	\$100.00	\$80.00	\$135.00	\$55.00	\$59.00	\$95.00	\$95.00
CADD Technician	\$125.00	\$100.00	\$95.00		\$70.00	\$95.00	\$90.00
Administrative Support	\$50.00	\$80.00	\$94.50	\$40.00	\$59.00	\$55.00	\$77.00
Landscape Architect, Senior			\$175.50				
Landscape Architect			\$100.00				
Surveyor, Principal		\$185.00	\$150.00			\$150.00	\$212.00
Surveyor, Senior		\$160.00	\$100.00			\$140.00	\$158.00
Surveyor, Project		\$140.00	\$90.00			\$135.00	\$114.00
Survey Crew		\$160.00	\$110.00				\$165.00
Aerial Survey	\$450.00		\$120.00			\$150.00	
Mobile Scanner						\$5.00	
SUE Crew			\$125.00			\$100.00	\$160.00
Vacuum Excavation Crew			\$140.00				\$220.00
Planner, Principal			\$280.00				
Planner, Senior			\$160.00				
Planner			\$115.00				
Scientist, Principal			\$165.00		\$150.00		
Scientist, Senior			\$125.00		\$125.00		
Scientist			\$100.00		\$99.00		
Scientist, Associate			\$90.00		\$85.00		
Geotechnical Engineer			\$135.00	\$125.00	\$99.00		
Other (may use additional sheet)							

Cost Tabulation

Page 6

	Terracon Consultants, Inc.	Thomas & Hutton Engineering Co.	Thompson Company Inc. d/b/a Thompson Ehle Company	Toole Design Group, LLC	Tunnell, Spangler & Associates, d/b/a TSW	United Consulting Group, Ltd. d/b/a/ United Consulting
PERSONNEL POSITION / BILLING CATEGORY	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate	Hourly Billing Rate
Principal-In-Charge	\$175.00	\$225.00	\$235.00	\$247.00	\$145.00	\$200.00
Project Manager	\$125.00	\$190.00	\$175.00	\$237.00	\$100.00	\$145.00
Engineer, Senior	\$150.00	\$165.00	\$175.00	\$169.00	\$155.00	\$165.00
Engineer	\$105.00	\$140.00	\$150.00	\$92.00	\$100.00	\$115.00
Engineer, Associate	\$85.00	\$120.00	\$125.00		\$100.00	\$95.00
Architect, Senior	\$175.00				\$145.00	
Architect	\$150.00				\$105.00	
Architect, Associate	\$125.00				\$100.00	
Technician	\$70.00	\$110.00				\$68.00
CADD Technician	\$65.00	\$90.00	\$100.00	\$161.00	\$65.00	\$78.00
Administrative Support	\$60.00	\$85.00	\$70.00	\$72.00	\$45.00	\$55.00
Landscape Architect, Senior		\$190.00		\$138.00	\$165.00	
Landscape Architect		\$140.00		\$110.00	\$95.00	
Surveyor, Principal		\$175.00				
Surveyor, Senior		\$145.00			\$95.00	\$120.00
Surveyor, Project		\$115.00			\$65.00	
Survey Crew		\$150.00			\$125.00	
Aerial Survey						
Mobile Scanner						
SUE Crew						\$275.00
Vacuum Excavation Crew						\$320.00
Planner, Principal				\$190.00		
Planner, Senior				\$159.00		
Planner				\$90.00		
Scientist, Principal	\$200.00					\$200.00
Scientist, Senior	\$150.00					\$165.00
Scientist	\$95.00					\$115.00
Scientist, Associate	\$85.00					\$95.00
Geotechnical Engineer	\$150.00					\$145.00
Other (may use additional sheet)						



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Ratification of East Pike Street Road Repair
Department:	Administration
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$77,005.90
Presented By:	Chuck Warbington, City Manager
Action Requested:	Ratification of Emergency Road Work from Water Main Break to E. R. Snell Contractor, Inc. in the amount of \$77,005.90.

Summary: The work performed included milling, grading, paving, and striping of East Pike Street due to a ruptured 8 inch water main. The water line was damaged by a contractor installing phone main.

Fiscal Impact: Amount of \$77,005.90. This contract is funded by the Damage to Property Fund (5054440.573600). Project 20-005.

Attachments/Exhibits:

Invoice

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 56713

12.

To Owner: CITY OF LAWRENCEVILLE
P.O. Box 2200

Project: 50334- LAWRENCEVILLE EMERGENCY
REPAIR

Application No. : 1

Distribution to :
☐ Owner
☐ Architect
☐ Contractor
☐
☐

Period To: 08/31/20

Lawrenceville, GA 30046

From Contracto E.R. Snell Contractor, Inc.
P.O. BOX 306
Snellville, GA 30078

Via Architect:

Project Nos:

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	\$77,005.90
2. Net Change By Change Order	\$0.00
3. Contract Sum To Date	\$77,005.90
4. Total Completed and Stored To Date	\$77,005.90
5. Retainage:	
a. 0.00% of Completed Work	\$0.00
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$0.00
6. Total Earned Less Retainage	\$77,005.90
7. Less Previous Certificates For Payments	\$0.00
8. Current Payment Due	\$77,005.90
9. Balance To Finish, Plus Retainage	\$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total Approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
Net Changes By Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: E.R. Snell Contractor, Inc.

By: Zachary Hamilton Date: 11/10/20

State of: Georgia

Subscribed and sworn to before me this

Notary Public: Andrew Suddeth

My Commission expires: 8/24/21

County of: Gwinnett

10th day of November 2020

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$77,005.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

E.R. Snell Contractor, Inc.

JOB NAME:

EAST PIKE STREET EMERGENCY REPAIR

OWNER

CITY OF LAWRENCEVILLE

ER SNELL JOB NO.

50334

PAY REQUEST NO.

1

DATE OF APPLICATION

August 31, 2020

Remit To:

E.R. Snell Contractor, Inc.

P.O. Box 306

Snellville, GA 30078



DATE OF APPLICATION		August 01, 2029										
LINE NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	INCOME AMOUNT		TOTAL THIS PERIOD		TOTAL TO DATE		PREV TOTAL TO DATE	
							QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
5	EAST PIKE STREET EMERGENCY REPAIR	LMP	1.00	\$ 77,005.90	\$ 77,005.90		1.00	\$77,005.90	1.00	\$77,005.90	0.00	\$0.00
		CONTRACT TOTAL >>										

CONTRACT SUMMARY

ORIGINAL CONTRACT SUM	\$77,005.90
Net change by CHANGE ORDERS	\$0.00
CONTRACT SUM TO DATE	\$77,005.90
TOTAL COMPLETED TO DATE	\$77,005.90
RETAINAGE	
TOTAL EARNED LESS RETAINAGE	\$77,005.90
LESS PREVIOUS PAYMENTS	\$0.00
CURRENT PAYMENT DUE	\$77,005.90
BALANCE TO FINISH, PLUS RETAINAGE	\$0.00

CHANGE ORDER #1

[illegible]

CHANGE ORDER #2

[illegible]



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Leak Survey on an Annual Contract
Department:	Gas
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$69,462.00
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Approval to renew Leak Survey on an Annual Contract with Gulf Coast Survey Company in the amount of \$69,462.00.

Summary: This contract is to conduct an annual leak survey to include gas mains, service lines, and meter sets. The survey will include the South District section of the gas distribution system with 150 miles of main and approximately 3,000 gas services and the Business District with approximately 82 miles of main and 3000 services throughout the gas distribution system. This is the fourth and final renewal option. There is no increase in pricing.

Fiscal Impact: Amount of \$69,462.00. This contract is funded by the Technical Service Fund (5154700.521300).

Attachments/Exhibits:
Bid Tabulation

QUOTE TABULATION

AQ002-17
Leak Survey on an Annual Contract
Gas Department

		Gulf Coast Survey Company
Item #	DESCRIPTION	Total Price
1	All necessary labor and equipment for conducting an annual gas leak survey.	\$69,462.00
Will vendor hold pricing firm? 1st Renewal		Yes
Will vendor hold pricing firm? 2nd Renewal		Yes
Will vendor hold pricing firm? 3rd Renewal		2%
Will vendor hold pricing firm? 4th Renewal		Yes

Recommended Contractor:
Gulf Coast Survey Company
Attn: Gregory Wilkes
123 Glenwood Ave.
Troy, AL 36081
Phone: 334-482-2276
E-mail: jagd1305@yahoo.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

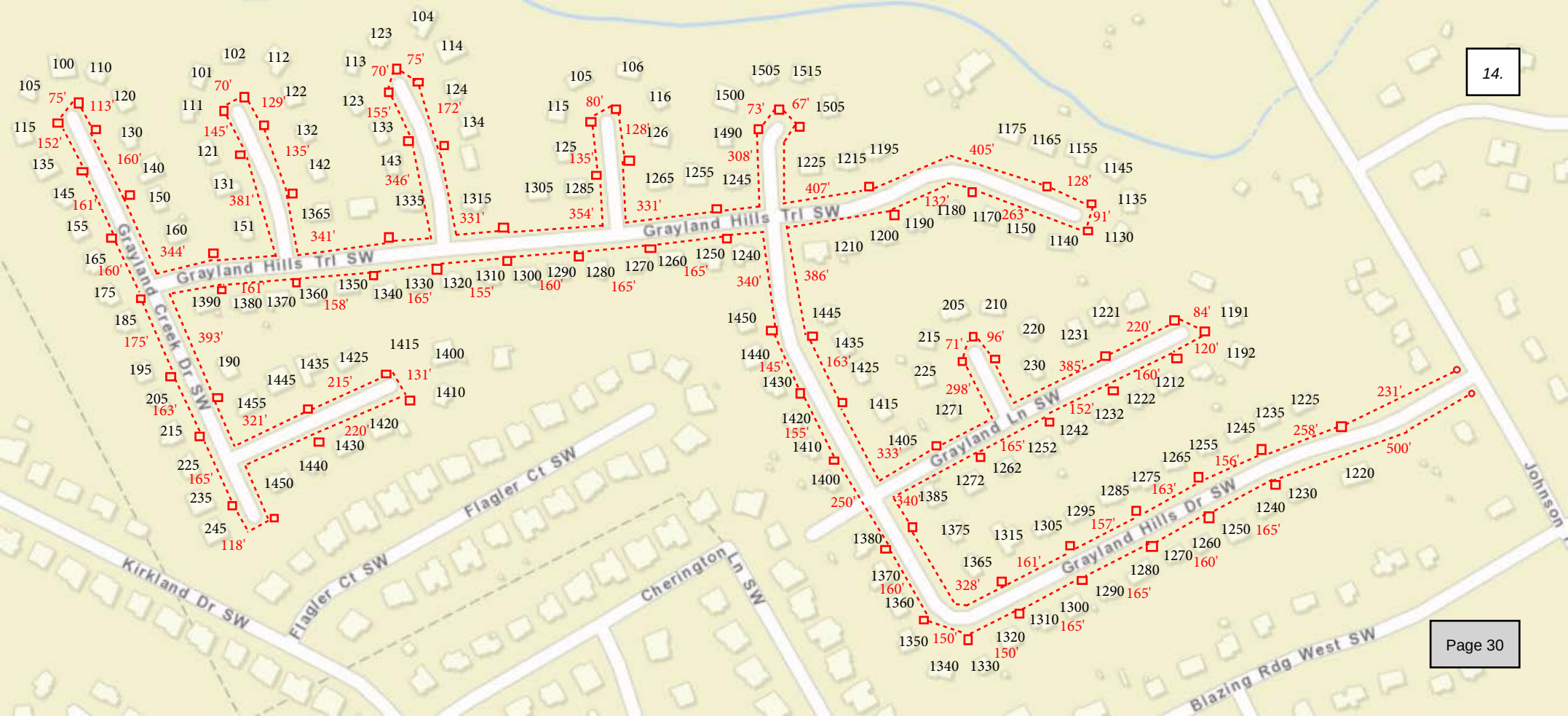
Item:	Ratification of Grayland Hills Subdivision Replacement of Underground Primary Conductor and Transformer Pads Project
Department:	Electric
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$450,000.00
Presented By:	Chris Ridings, Electric Director
Action Requested:	Ratification of Grayland Hills Subdivision Replacement of Underground Primary Conductor and Transformer Pads Project to Over and Under General Contractors, Inc., amount not to exceed \$450,000.00.

Summary: The work performed for this project will replace all the old primary conductor to include, but not limited to, installing new conduit, 1/0 primary conductor, replacement of transformer pads, and repainting of the current transformers. The present #2 underground primary was installed in the 1970's and needs to be replaced promptly.

Fiscal Impact: Amount of \$450,000.00. This contract is funded by the Capital Outlay Fund (5114600.541000). Project 06-033.

Attachments/Exhibits:

Map





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Electrical Materials on a Six-Month Contract Change Order 1
Department:	Electric
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$260,000.00
Presented By:	Chris Ridings, Electric Director
Action Requested:	Approval of Change Order 1 for the Purchase of Electrical Materials on a Six-Month Contract to awarded suppliers: American Wire Group, Inc., Anixter Utility Power Solutions, Gresco Utility Supply, Stuart C. Irby Co., Inc., Tri-State Utility Products, Inc., and Wesco Distribution, Inc. in the amount of \$260,000.00. Authorization for Mayor to execute change order 1.

Summary: This contract provides the City Electric Department with the most commonly used electrical materials. This change order is to supplement the contract to provide materials for two unforeseen projects; Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project and Grayland Hills Subdivision Replacement of Underground Primary Conductor and Transformer Pads Project.

Background: This contract was awarded at the Monday, August 24, 2020 Regular Meeting in the amount of \$580,211.30. Total contract value with change order 1 will be \$840,211.30.

Fiscal Impact: Amount of \$260,000.00. This contract is funded by the Capital Outlay Fund (5104600.541000) and Supplies-Distribution System Fund (5104600.531125).

Attachments/Exhibits:
Change Order 1



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Electric Change Order #: 1

Project/PO: AQ008-20 Electrical Materials on a Six-Month Contract Change Order Date: 11/19/20

Contractor/Vendor: American Wire Group, Inc., Anixter Utility Power Solutions, Gresco Utility Supply, Stuart C. Irby Co., Inc., and Wesco Distribution, Inc.

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
	B	Purchase of Materials for underground cable replacement for:	
		Grayland Hills Project	\$160,000.00
		Cramac Project	\$100,000.00
		Net Amount	\$260,000.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$580,211.30

Previous Change Order Amount: \$0

Amount of Change Order Requested (Increase/Decrease) \$260,000.00

New Contract/PO Amount (Including this Change Order) \$840,211.30

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Chris Ridings
Requestor

Chris Ridings
Department Director

Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project
Department:	Electric
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$782,325.00
Presented By:	Chris Ridings, Electric Director
Action Requested:	Approval to rescind award of Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project to low bidder, Service Electric Company, amount not to exceed \$507,450.00 and re-award to second low bidder, Over and Under General Contractors, Inc. in the amount of \$782,325.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of replacement of approximately 19,000 ft. of underground primary conductor, 75 pad-mount transformers and 75 transformer pads. This will be done through directional underground drilling.

Background: This bid was awarded to the low bidder by City Council at the Wednesday, November 18, 2020 regular meeting. Contracts were sent to Service Electric Company after award and then the firm wanted to change the scope of work by adding extensions for rock boring, weather delays, and negotiate avoidance of liquidated damages. Moreover, the firm wanted to cap insurance coverage and have the City indemnify and hold harmless the contractor which is not possible for a government entity. The increase in price is for the possibility of hitting rock while boring.

Fiscal Impact: Amount not to exceed \$782,325.00. This project is funded by the Capital Outlay Fund (5114600.541000). Project 06-032.

Attachments/Exhibits:
Bid Tabulation

SB008-21
Cramac Subdivision Replacement of Underground Primary Conductor and Transformer Project
Electric Department

BID TABULATION

				Over and Under General Contractor, Inc.		Service Electric Company		U-Tec Construction, Inc.		Volt Power, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project											
1	Warranty and Bonds	1	LS	\$19,000.00	\$19,000.00	N/R	N/R	\$14,802.00	\$14,802.00	\$9,000.00	\$9,000.00
2	Mobilization	1	LS	\$0.00	\$0.00	N/R	N/R	\$4,500.00	\$4,500.00	\$34,985.00	\$34,985.00
3	Traffic Control	1	LS	\$2,400.00	\$2,400.00	N/R	N/R	\$18,000.00	\$18,000.00	\$36,946.00	\$36,946.00
4	Installation of underground primary 1/0 15Kv 220 MIL URD	21000	FT	\$1.80	\$37,800.00	N/R	N/R	\$2.00	\$42,000.00	\$1.07	\$22,470.00
5	Installation of 2 inch red boreable pipe	19000	FT	\$14.00	\$266,000.00	N/R	N/R	\$37.00	\$703,000.00	\$27.67	\$525,730.00
6	Installation of 25Kva Padmount XFMR	75	EA	\$975.00	\$73,125.00	N/R	N/R	\$1,680.00	\$126,000.00	\$3,472.00	\$260,400.00
7	Installation of Concrete XFMR Pads(Single Phase) P-30	75	EA	\$370.00	\$27,750.00	N/R	N/R	\$300.00	\$22,500.00	\$322.00	\$24,150.00
8	Installation of required material to ECG Specifications	1	EA	\$30,000.00	\$30,000.00	N/R	N/R	\$3,200.00	\$3,200.00	\$1,074.00	\$1,074.00
9	Cut off old underground primary	1	EA	\$18,750.00	\$18,750.00	N/R	N/R	\$10,500.00	\$10,500.00	\$6,449.00	\$6,449.00
10	Move old transformers to Public Works	1	LS	\$11,250.00	\$11,250.00	N/R	N/R	\$4,650.00	\$4,650.00	\$12,899.00	\$12,899.00
Total				\$486,075.00		N/R		\$949,152.00		\$934,103.00	
Optional Variable Quantity Line Items											
1	Add for Rock Bore	1000	LF	\$109.25	\$109,250.00	N/R	N/R	\$106.00	\$106,000.00	\$15.00	\$15,000.00
2	Add for Blast/Hammer Rock	500	LF	\$354.00	\$177,000.00	N/R	N/R	\$98.70	\$49,350.00	\$20.00	\$10,000.00
Option Total				\$286,250.00		N/R		\$155,350.00		\$25,000.00	
Grand Total with Options				\$772,325.00		N/R		\$1,104,502.00		\$959,103.00	

Recommended Vendor:
Over and Under General Contractor, Inc.
129B Hurricane Shoals Road
Lawrenceville, GA 30046
770-682-9160
overandundercontractor@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 16, 2020

AGENDA CATEGORY: GENERAL

Item:	Renewal of Broad Based Geographic Information Services on an Annual Contract
Department:	IT Department – GIS
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$290,000.00
Presented By:	Kyle Parker , IT Director
Action Requested:	Approval to Renew

Summary: Approval to renew Broad Based Geographic Information Services on an Annual Contract to Geographic Technologies Group (GTG) in the amount not to exceed \$297,500.00 using Gwinnett County competitively procured contract RP023-16.

Background: Since the creation of the 2018 GIS Strategic Plan, Geographic Technologies Group (GTG) has worked closely with City staff to implement the 5 year plan. The City has utilized the Gwinnett County competitively procured contract to engage GTG in this work. The County's contract is renewed on an annual basis.

Fiscal Impact: Not to exceed \$290,000 (included in the current year's budget)

Concurrences:

Attachments/Exhibits:

- Gwinnett GIS Contract - Yr1.pdf
- GTG Contract Utilization Permission.pdf
- Geographic Technologies Renewal Letter to Vendor 2020-21.pdf
- Geographic Technologies Renewal Letter to Vendor 2021-22.pdf



October 19, 2018

City of Lawrenceville
Attn: Kyle Parker
70 S. Clayton Street
PO BOX 2200
Lawrenceville, GA 30046

Dear Kyle,

Geographic Technologies Group agrees to extend to the City of Lawrenceville the terms and conditions of the Contract for services between Geographic Technologies Group and Gwinnett County Georgia for Broad-Based Geographic Information Systems Services on an Annual Contract.

Sincerely,

Curtis A. Hinton, Jr. President
Geographic Technologies Group

RP023-16
Broad Based Geographic Information Systems Services on an Annual Contract
SERVICE PROVIDER CONTRACT

This **CONTRACT** made and entered into this 19 day of January, 2017 by and between Gwinnett County, Georgia (Party of the First Part, hereinafter called the "County"), and Geographic Technologies Group, (Party of the Second Part, hereinafter called the "Service Provider").

NOW THEREFORE, for and in consideration of the mutual promises and obligations contained herein and under the conditions hereinafter set forth, the parties do hereby agree as follows:

1. TERM:

This contract shall commence _____, for a one year period with (4) options to renew for an additional one year period for the Proposal RP020-15, Provide Geographic Information Systems (GIS) Basemap Update on an Annual Contract.

2. ATTACHMENTS:

Copies of the Service Provider's proposal, including all drawings, specifications, price lists, Instructions to Bidders, General Conditions, Special Provisions, and Detailed Specifications submitted to the County during the Proposal process (hereinafter collectively referred to as the "Proposal ") are attached hereto (Exhibit A) and are specifically incorporated herein by reference. In the event of a conflict between the County's contract documents and the Proposal, the County's contract documents shall control.

3. PERFORMANCE:

Service Provider agrees to furnish all skill and labor of every description necessary to carry out and complete in good, firm and substantial, workmanlike manner, the work specified, in strict conformity with the Proposal.

4. PRICE:

As full compensation for the performance of this Contract, the County shall pay the Service Provider for the actual quantity of work performed. Proposal amount shown on Exhibit A is the total obligation of the County pursuant to OCGA section 36-60-13 (a) (3). The fees for the work to be performed under this Contract shall be charged to the County in accordance with the rate schedule referenced in the Proposal (Exhibit A). The County agrees to pay the Service Provider following receipt by the County of a detailed invoice, reflecting the actual work performed by the Service Provider.

5. INDEMNIFICATION AND HOLD HARMLESS:

Service Provider agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons to the extent arising out of and attributed to the negligent acts, errors, or omissions of the Service Provider. Service Provider's obligation to protect, defend, indemnify, and hold harmless, as set forth hereinabove shall include any matter arising out of any patent, trademark, copyright, or service mark, or any actual or alleged unfair competition disparagement of product or service, or other business tort of any type whatsoever, or any actual or alleged violation of trade regulations.

Service Provider further agrees to protect, defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Service Provider.

6. TERMINATION FOR CAUSE:

The County may terminate this Contract for cause upon ten (10) days prior written notice to the Service Provider of the Service Provider's default in the performance of any term of this Contract. Such termination shall be without prejudice to any of the County's rights or remedies provided by law.

7. TERMINATION FOR CONVENIENCE:

The County may terminate this Contract for its convenience at any time upon 30 days written notice to the Service Provider. In the event of the County's termination of this Contract for convenience, the Service Provider will be paid for those services actually performed. Partially completed performance of the Contract will be compensated based upon a signed statement of completion to be submitted by the Service Provider who shall itemize each element of performance.

8. CONTRACT NOT TO DISCRIMINATE:

During the performance of this Contract, the Service Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Service Provider will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, color, sex, national origin, age, or disability which does not preclude the applicant from performing the essential functions of the job. The Service Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provision will be binding upon each subservice provider, providing that the *foregoing provisions shall not apply to contracts or subservice providers for standard commercial supplies of raw materials.*

9. ASSIGNMENT:

The Service Provider shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the County in writing.

10. WAIVER:

A waiver by either party of any breach of any provision, term, covenant, or condition of this Contract shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

11. SEVERABILITY:

The parties agree that each of the provisions included in this Contract is separate, distinct and severable from the other and remaining provisions of this Contract, and that the invalidity of any Contract provision shall not affect the validity of any other provision or provisions of this Contract.

12. GOVERNING LAW:

The parties agree that this Contract shall be governed and construed in accordance with the laws of the State of Georgia. This Contract has been signed in Gwinnett County, Georgia.

13. MERGER CLAUSE:

The parties agree that the terms of this Contract include the entire Contract between the parties, and as such, shall exclusively bind the parties. No other representations, either oral or written, may be used to contradict the terms of this Contract.

(Signatures Next Page)

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this **CONTRACT** to be signed, sealed and delivered.

GWINNETT COUNTY,
GEORGIA



By: [Signature]

Glenn P. Stephens
County Administrator

ATTEST:

[Signature]
Signature

Diane Kemp, County Clerk
Board of Commissioners

APPROVED AS
[Signature]

TO FORM:

Signature
Gwinnett County Staff Attorney

SERVICE PROVIDER, Geographic Technologies Group, Inc.

BY: [Signature]
Signature

Curtis A. Hinton, Jr.

Print Name
President

Title

ATTEST:

[Signature]
Signature
Robin Hinton, Secretary

Print Name Corporate Secretary
(Seal)

Department of Financial Services
Purchasing Division



75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735

RP023-16, Broad Based Geographic Information Systems Services on an Annual Contract Page 18

CODE OF ETHICS AFFIDAVIT

*(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH
YOUR SUBMITTAL AND WILL BE REQUIRED PRIOR TO EVALUATION)*

In accordance with Section 60-33 of the Gwinnett County Code of Ordinances the undersigned bidder/proposer makes the following full and complete disclosure under oath, to the best of his/her knowledge, of the name(s) of all elected officials whom it employs or who have a direct or indirect pecuniary interest in or with the bidder/proposer, its affiliates or its subcontractors:

1. Geographic Technologies Group
(Company Submitting Bid/Proposal)

2. (Please check ☒ one box below)

☒ No information to disclose (complete only section 4 below)

☐ Disclosed information below (complete section 3 & section 4 below)

3. (if additional space is required, please attach list)

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

Gwinnett County Elected Official Name

4. BY: [Signature]
Authorized Officer or Agent Signature

David A. Holdstock

Printed Name of Authorized Officer or Agent

Chief Executive Officer

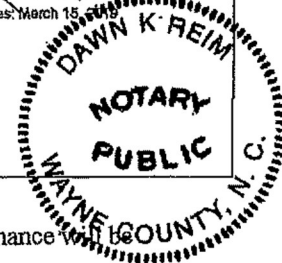
Title of Authorized Officer or Agent of Contractor

Sworn to and subscribed before me this

16th day of August, 2016

[Signature]
Notary Public My Commission Expires: March 15, 2018

(seal)



Note: See Gwinnett County Code of Ethics Ordinance EO2011, Sec. 60-33. The ordinance will be available to view in its' entirety at www.gwinnettcounty.com

Department of Financial Services
Purchasing Division

75 Langley Drive • Lawrenceville, GA 30046-6935
(tel) 770.822.8720 • (fax) 770.822.8735



Page 19

RP023-16. Broad Based Geographic Information Systems Services on an Annual Contract

CONTRACTOR AFFIDAVIT AND AGREEMENT

(THIS FORM SHOULD BE FULLY COMPLETED AND RETURNED WITH YOUR SUBMITTAL)

By executing this affidavit, the undersigned contractor verifies its compliance with The Illegal Reform Enhancements for 2013, stating affirmatively that the individual, firm, or corporation which is contracting with the Gwinnett County Board of Commissioners has registered with and is participating in a federal work authorization program* [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act, in accordance with the applicability provisions and deadlines established therein.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services or the performance of labor pursuant to this contract with the Gwinnett County Board of Commissioners, contractor will secure from such subcontractor(s) similar verification of compliance with the Illegal Immigration Reform and Enforcement Act on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Gwinnett County Board of Commissioners at the time the subcontractor(s) is retained to perform such service.

121992

05/22/2008

B-Verify * User Identification Number

Date Registered

Geographic Technologies Group

Legal Company Name

1202 Parkway Drive

Street Address

Goldsboro, NC 27534

City/State/Zip Code

08/16/2016

BY: Authorized Officer or Agent
(Contractor Signature)

Date

Chief Executive Officer

Title of Authorized Officer or Agent of Contractor

David A. Holdstock

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

16th DAY OF August, 2016

Notary Public Dawn K. Reim

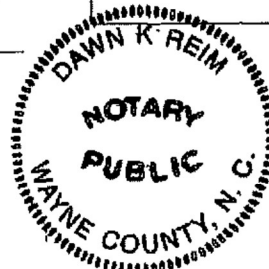
My Commission Expires: March 15, 2019

For Gwinnett County Use Only:

Document ID # _____

Issue Date: _____

Initials: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/16/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER John Hackney Agency, Inc 3700 Nash Street N P. O. Box 998 Wilson NC 27894-0998	CONTACT NAME: Angela Bryant PHONE (A/C, No, Ext): (252) 291-3111 FAX (A/C, No): (252) 291-6306 E-MAIL ADDRESS: abryant@johnhackneyagency.com
INSURED Geographic Technologies Group 1202 Parkway Drive Goldsboro NC 27534	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance Company AX 25674 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: CL16111002729

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	ZLP-71M68310	11/10/2016	11/10/2017	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS NON-OWNED AUTOS ☒ HIRED AUTOS ☒	X	BA-9R053730	11/10/2016	11/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		ZUP-71M68310	11/10/2016	11/10/2017	EACH OCCURRENCE \$ 5,000,000
						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	11/10/2016	11/10/2017	☒ PER STATUTE ☐ OTH-ER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability		21N82697	11/10/2016	11/10/2017	Retention: \$10,000 \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverages afforded under this policy will not be cancelled, reduced in amount or coverage eliminated until at least 30 days written notice to the insured and certificate holder, as requested.

CERTIFICATE HOLDER

CANCELLATION

miria.gamble@gwinnettcourt Gwinnett County Board of Commissioners 75 Langley Dr. Lawrenceville, GA 30046	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Will Faircloth/ADE <i>Will Faircloth</i>
---	---

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ACORD 25 (2014/01)

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INS025 (201401)

BAFO- Geographic
Technologies
Group Inc

RP023-16; Broad Based Geographic Information Systems Services on an Annual Contract Best and Final Offer Fee Schedule

Professional fees provided are for hourly billable rates:

COST PROPOSAL PRICING SCHEDULE BEST AND FINAL

Item	Position Description	Hourly Rate
1.	Project Manager	\$125
2.	Systems Analyst/Administrator	\$119
3.	Data Base Administrator	\$100
4.	GIS Applications Developer	\$ 90
5.	GIS Analyst	\$ 70
6.	Internet Web Applications and Mobile Site Developer	\$100
7.	Administrative Support	\$ 60
8.	Other: (List below)	\$
9.		\$
10.		\$

ALL PRICES MUST INCLUDE ALL NECESSARY PROFESSIONAL AND TRAVEL EXPENSES REQUIRED TO COMPLETE THE SERVICES AS REQUIRED.

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare quote non-responsive.

If a percentage decrease will be a part of this proposal, please note this in the space provided together with an explanation.

Option 1: _____

Option 2: _____

Option 3: _____

Option 4: _____

If a percentage increase will be a part of this proposal, please note this in the space provided together with an explanation.

Option 1: _____

Option 2: _____

Option 3: _____

Option 4: _____

RP015-16; Maintenance of Computers, Printers, Scanners, Servers and Peripheral Devices on an Annual Contract Best and Final Offer Fee Schedule

Page 3

COMPANY INFORMATIONNOTE:

Return this sheet with the technical proposal submittal (not THE fee proposal).

Service Provider has examined the proposal package, and following addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Termination for Cause: The County may terminate this agreement for cause upon ten days prior written notice to the service provider of the service provider's default in the performance of any term of this agreement. Such termination shall be without prejudice to any of the County's rights or remedies by law.

Termination for Convenience: The County may terminate this agreement for its convenience at any time upon 30 days written notice to the service provider. In the event of the County's termination of this agreement for convenience, the service provider will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the service provider, which shall itemize each element of performance.

In compliance with the attached specifications, the undersigned offers and agrees, if this quote is accepted by the Board of Commissioners within one hundred twenty (120) days of the date of proposal opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered to the designated point(s) within the time specified in the fee schedule.

Certification of Non-Collusion in Proposal Preparation

Signature

Signature

Date

Date

Legal Business Name Geographic Technologies Group, Inc.

(If your company is an LLC, you must identify all principals to include addresses and phone numbers in your submittal)

Federal Tax ID 56-2038173Address 1202 Parkway Drive Goldsboro, NC 27534Does your company currently have a location within Gwinnett County? Yes ☐ No ☒Representative Signature David A. Holdstock Printed Name David A. HoldstockTelephone Number 919-759-9214 Fax Number 919-759-0410 E-mail address dholdstock@geoty.com

FAILURE TO RETURN THIS PAGE AS PART OF YOUR PROPOSAL DOCUMENT MAY RESULT IN REJECTION OF PROPOSAL.
 RP023-16

(SUBMIT IN A SEPARATE SEALED ENVELOPE)
 PROPOSAL FEE SCHEDULE

Page 6

Professional fees provided are for hourly billable rates:

Item	Position Description	Hourly Rate
1.	Project Manager	\$ 125
2.	Systems Analyst/Administrator	\$ 119
3.	Data Base Administrator	\$ 100
4.	GIS Applications Developer	\$ 90
5.	GIS Analyst	\$ 70
6.	Internet Web Applications and Mobile Site Developer	\$ 100
7.	Administrative Support	\$ 60
	Other: (List below)	
8.		\$
9.		\$
10.		\$

ALL PRICES MUST INCLUDE ALL NECESSARY PROFESSIONAL AND TRAVEL EXPENSES REQUIRED TO COMPLETE THE SERVICES AS REQUIRED.

Gwinnett County requires pricing to remain firm for the duration of the initial term of the contract. Failure to hold firm pricing for the initial term of the contract will be sufficient cause for Gwinnett County to declare quote non-responsive.

If a percentage decrease will be a part of this proposal, please note this in the space provided together with an explanation.

Option 1: _____

Option 2: _____

Option 3: _____

Option 4: _____

If a percentage increase will be a part of this proposal, please note this in the space provided together with an explanation.

Option 1: _____

Option 2: _____

Option 3: _____

Option 4: _____

COMPANY NAME Geographic Technologies Group



November 17, 2020

Geographic Technologies Group
Attn: David Holdstock
1202 Parkway Drive
Goldsboro, NC 27534
Email: dholdstock@geotg.com

**RE: RENEWAL NOTICE – RP023-16, Broad Based Geographic Information System Services
on an Annual Contract GCID#20200936**

Dear Mr. Holdstock:

At its Tuesday, November 17, 2020 meeting, the Gwinnett County Board of Commissioners approved renewal of proposal, RP023-16, Broad Based Geographic Information System Services on an Annual Contract. The contract shall be January 19, 2021 through January 18, 2022. Please reference the enclosed proposal tabulation.

We look forward to working with you during this contract period.

Sincerely,

A handwritten signature in blue ink that reads "Ann Porter".

Ann Porter, CPPB, CPPO, FOII
Purchasing Manager

AP/bc

Enclosure

c: Scott McDonald, Department of Information Technology Services
Traci Williams, Department of Information Technology Services
Miria Gamble, Contracts
File



October 10, 2019

Geographic Technologies Group
Attn: David Holdstock
1202 Parkway Drive
Goldsboro, NC 27534
E-Mail: dholdstock@geotg.com

RE: RP023-16; Broad Based Geographic Information Services on an Annual Contract

Mr. Holdstock:

As stated in the original quote, Gwinnett County has the option to renew the above referenced contract for an additional twelve-month period. Renewal of this contract is based on the following: 1) terms, conditions remain the same (pricing as indicated in the original pricing schedule or decreased); 2) service is satisfactory; 3) both parties are willing to renew; and 4) Board of Commissioners approval, if required.

Renewal Dates: January 19, 2020 through January 18, 2021

Please sign this agreement below, which will serve as your official request to renew this contract for another year. Return to the Gwinnett County Purchasing Division, Attention: Terri Shirley via email at terri.shirley@gwinnettcountry.com or via facsimile at 770-822-8735 or by October 25, 2019.

Your company should submit a current certificate of insurance, as required in the original solicitation document, along with this letter.

You will receive official notification once your renewal request is accepted and approved. We appreciate your cooperation and service during this period and look forward to working with you again.

Sincerely,

Terri Shirley

Terri Shirley, Purchasing Associate II

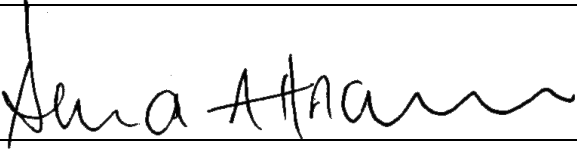
(See Information to be completed next page.)



Note: In your original bid, you indicated that your firm would not increase pricing for this contract period. Gwinnett County would like to request that you review your pricing and determine if holding firm or renewing with a decrease is possible. Complete the fields below to indicate the decrease/increase/hold you are able to provide.

Please indicate if there will be a " Decrease/x" Hold Firm. Please State Percentage_____%

Company Name_____Geographic Technologies Group, Inc.

Authorized Representative's Signature_____ 

E-mail Address_____dholdstock@geotg.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Decommissioning of City Wells
Department:	Water
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$57,400.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Award Decommissioning of City Wells to sole bidder, Cherokee Environmental Services, Inc. in the amount of \$57,400.00.

Summary: This project is to decommission and abandon eight (8) City wells according to the rules and regulations of the Environmental Protection Division. Two of the wells are free flowing and all will be disinfected prior to closure. This bid was solicited two different times with no response. Multiple contractors were then solicited by telephone with only one showing interest in the project.

Fiscal Impact: Amount of \$57,400.00. This contract is funded by the Capital Outlay Fund (5064440.541000). Project 20-004.

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

WQ004-21
Decommissioning of City Wells
Water Department

				Cherokee Environmental Services, Inc.	
ITEM #	DESCRIPTION	QTY		UNIT PRICE	TOTAL PRICE
1	Decommission Well 3	1	EA	\$7,137.50	\$7,137.50
2	Decommission Well 9	1	EA	\$5,937.50	\$5,937.50
3	Decommission Well 10	1	EA	\$13,437.50	\$13,437.50
4	Decommission Well 11	1	EA	\$5,937.50	\$5,937.50
5	Decommission Well 12	1	EA	\$5,937.50	\$5,937.50
6	Decommission Well 13	1	EA	\$7,137.50	\$7,137.50
7	Decommission Well 14	1	EA	\$5,937.50	\$5,937.50
8	Decommission Well 15	1	EA	\$5,937.50	\$5,937.50
TOTAL				\$57,400.00	

Recommended Vendor:
Cherokee Environmental Services, Inc.
110 Grayson Industrial Parkway
Grayson, GA 30017
770-277-7729
jkilmann@bellsouth.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Contract for Chief Judge
Department:	City Manager
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	Approximately \$95,000 for all court sessions
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of the contract for the Chief Judge, Ethan Pham as per state law.

Summary: State law requires the City to enter into a contract with any Judges that hear cases in Municipal Court. This contract is to fulfill that requirement and is based on the Georgia Municipal Association model contract and will be reviewed by the City Attorney prior to execution.

Fiscal Impact: Approximately \$95,000 for all court sessions to be based on four sessions per week at \$450 per session as approved by Mayor and Council and the Judge.

Attachments/Exhibits: Contract

Agreement for Services as Chief Judge of Lawrenceville Municipal Court

This Agreement by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation, hereinafter referred to as the “City,” and **ETHAN PHAM**, hereinafter referred to as the “Municipal Court Chief Judge” or “Chief Judge”, is as follows:

WHEREAS, the City Council has appointed Ethan Pham to serve as Chief Judge of the City’s Municipal Court through an Independent Contractor Service Agreement and not as a City employee; and

WHEREAS, the City Council approved the appointment on November 11, 2020; and

WHEREAS, Ethan Pham has accepted the appointment and desires to enter into this Agreement with the City to provide services to the City as Chief Judge;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and Ethan Pham agree as follows:

1. **INDEPENDENT CONTRACTOR STATUS:** This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Chief Judge. Neither Party is an agent of the other Party for any purpose. Accordingly: Chief Judge shall provide Services as an independent contractor, and Chief Judge shall not be considered an employee of the City for any purpose; Chief Judge, and Chief Judge’s agents shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, health insurance coverage, disability insurance coverage, life insurance coverage, pension, profit sharing, paid time off (PTO), retirement, or similar benefit normally provided by City to its employees, except as expressly provided under the Benefits section below; Chief Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner; Chief Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and Chief Judge is free to perform services for any other customer. At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

2. **TERM OF APPOINTMENT:** Ethan Pham accepts the appointment of Chief Judge of the Municipal Court of the City of Lawrenceville in accordance with the provisions of City Charter and Code of Ordinances as supplemented by this Agreement for a one-year term commencing on January 1, 2021 and terminating on December 31, 2021, unless earlier terminated as described below. The Chief Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Chief Judge must also be a citizen of the United States of America and the State of Georgia. The Chief Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Chief Judge shall

immediately report to the City Manager or his designee any change affecting his membership in good standing with the State Bar of Georgia and any training deficiencies.

3. SCOPE OF SERVICES: The Chief Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, the Chief Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee and the terms of any applicable Judicial Emergency Order. The Chief Judge shall preside over all pre-trial conferences, cases, trials, and hearings or arrange for an Associate Judge to do so. The Chief Judge also shall perform the duties described in Section 4 below. The Chief Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance that are the responsibilities of the Chief Judge. The Chief Judge shall appoint Associate Judges for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. The Chief Judge may appoint only Associate Judges who have been approved by the City Council to serve as Associate Judges. The Chief Judge shall instruct all Associate Judges concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible. The City shall make a reasonable effort to maintain a pool of at least one Associate Judge and the Chief Judge shall endeavor to use the Associate Judge in such a manner and frequency that the Associate Judge will be reasonably familiar with Municipal Court procedures should his service be necessary.

4. JUDICIAL INDEPENDENCE AND ADMINISTRATION: The Chief Judge and the Associate Judge are independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Chief Judge, or any Associate Judge serving in the absence of the Chief Judge, is solely responsible for judicial decisions. Judicial decisions include, but are not limited to, establishment of a standard bail schedule if the judge deems appropriate, establishment of a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions. Furthermore, the Chief Judge is responsible for the following in coordination with the Court Administrator and Court Solicitor: approving court forms and procedures necessary for the proper exercise of constitutional rights and other compliance with the law, and updating such forms and procedures as necessary. In coordination with the Court Administrator and as funded by the City, providing proper training of court staff and officials about court procedures and the use of approved court forms, and updating such training as necessary, ensuring that court staff and officials use approved forms, follow approved procedures and comply with applicable provisions of the Code of Judicial Conduct, court rules, ordinances and statutes, notifying the City Manager or his designee of any Judicial Emergency Orders and any actions

required to comply with such Orders, including, but not limited to actions that impact remote technology needs, city buildings, and city staff, notifying the City Manager or his designee of additional resources necessary to ensure compliance with applicable laws and rules, notifying the City Manager or his designee of service provider performance deficiencies. The Court Administrator shall be appointed by the City Manager and shall serve as an At-Will employee of the City. The Court Administrator and all court staff other than the Chief Judge are City employees subject to City rules and regulations. However, they are subject to the Chief Judge's direction and control when performing duties for the court. Their salaries, benefits, hours of work and working conditions shall be established by the City. The Chief Judge understands that court staff adhere to the same applicable personnel policies as other City employees. The Chief Judge acknowledges the Court Administrator may perform other duties for the City that are not in conflict with the separation of powers.

5. COMPENSATION: The Chief Judge's compensation for Services is set at Four Hundred Fifty Dollars (\$450) per court session presided over. The rate per session may be amended as set forth in this contract.

All required training and costs for associated travel shall be reimbursed by the City in accordance with the City's reimbursement policies and applicable law. The Chief Judge's compensation may be increased, but not decreased, during the Chief Judge's term of office. The Chief Judge's compensation shall be determined annually on January 1. This set amount shall constitute compensation for all the Chief Judge's responsibilities and duties in the Municipal Court.

6. METHOD OF PAYMENT: The Chief Judge shall send invoices to the Court Administrator and payment will be made monthly.

7. BENEFITS: The Chief Judge is not eligible for any benefits offered by the City to employees. However, as an appointed official the Chief Judge may be covered by the City's liability insurance coverage while acting in the official capacity as Chief Judge.

8. TERM OF AGREEMENT: The Chief Judge's term of office and the term of this Agreement shall be for a period of one year beginning January 1, 2021 and ending on December 31, 2021, however this contract will be automatically renewed for additional one-year terms for the years Ethan Pham is appointed Chief Judge.

9. CONTRACT ADMINISTRATION: This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by Ethan Pham as the Municipal Court Chief Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email: IF TO THE CITY: City Manager Chuck Warbington, City Manager, P.O. Box 2200, Lawrenceville, GA 30046 or chuck.warbington@lawrencevillega.org. IF TO THE JUDGE: Ethan Pham, ADDRESS; EMAIL ADDRESS; EMAIL

10. TERMINATION OF AGREEMENT: This Agreement may be terminated during the Chief Judge's term of office as follows: By the Judge if he provides a minimum of one hundred twenty (120) days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties. By the City only as provided in O.C.G.A. Section 36-32-2.1.

11. MERGER AND AMENDMENT: This Agreement contains the entire understanding of the City and the Chief Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Chief Judge hereto. This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in the Superior Court of Gwinnett County, State of Georgia.

12. SEVERABILITY If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

Chief Judge

CITY OF LAWRENCEVILLE,
GEORGIA

By: _____
Ethan Pham

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

ATTEST:

ATTEST:

Signature

Karen Pierce, City Clerk
City of Lawrenceville

(Seal)

APPROVED AS TO FORM:

Signature
City Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Contract for Associate Judge
Department:	City Manager
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	Approximately \$95,000 for all court sessions
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of the contract for Associate Judge James Wall as per state law.

Summary: State law requires the City to enter into a contract with any Judges that hear cases in Municipal Court. This contract is to fulfill that requirement and is based on the Georgia Municipal Association model contract and will be reviewed by the City Attorney prior to execution.

Fiscal Impact: Approximately \$95,000 for all court sessions to be based on four sessions per week at \$450 per session as approved by Mayor and Council and the Judge.

Attachments/Exhibits: Contract

Agreement for Services as Associate Judge of Lawrenceville Municipal Court

This Agreement by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation, hereinafter referred to as the “City,” and **JAMES WALL**, hereinafter referred to as the “Municipal Court Associate Judge” or “Associate Judge”, is as follows:

WHEREAS, the City Council has appointed James Wall to serve as Associate Judge of the City’s Municipal Court through an Independent Contractor Service Agreement and not as a City employee; and

WHEREAS, the City Council approved the appointment on November 11, 2020; and

WHEREAS, James Wall has accepted the appointment and desires to enter into this Agreement with the City to provide services to the City as Associate Judge;

NOW, THEREFORE, in consideration of the mutual covenants, conditions and terms contained herein, the City and James Wall agree as follows:

1. **INDEPENDENT CONTRACTOR STATUS:** This Agreement does not create and shall not be construed to create an employee, representative, joint venture, or partnership relationship between the City and Associate Judge. Neither Party is an agent of the other Party for any purpose. Accordingly: Associate Judge shall provide Services as an independent contractor, and Associate Judge shall not be considered an employee of the City for any purpose; Associate Judge, and Associate Judge’s agents shall not be entitled to, and shall not receive from City in connection with Services any workers’ compensation coverage, health insurance coverage, disability insurance coverage, life insurance, pension, profit sharing, paid time off (PTO), retirement, or similar benefit normally provided by City to its employees, except as expressly provided under the Benefits section below; Associate Judge retains sole and exclusive liability and shall withhold and/or pay all taxes and contributions required to be withheld and/or paid under federal and state income tax laws, unemployment compensation acts, social security acts, and all other legislation requiring employer contributions or withholdings, with respect to all Services provided hereunder, in a timely manner; Associate Judge is solely responsible for paying his own business expenses, and expenses will only be reimbursed as set forth in this Agreement; and Associate Judge is free to perform services for any other customer. At all times during the term of this Agreement, neither party will function as or represent itself to be the other party or its agent, and no officer, employee, or agent of one party shall hold himself or herself out to be an officer, employee, or agent of the other party.

2. **TERM OF APPOINTMENT:** James Wall accepts the appointment of Associate Judge of the Municipal Court of the City in accordance with the provisions of City Charter and Code of Ordinances as supplemented by this Agreement for a one-year term commencing on January 1, 2021 and terminating on December 31, 2021, unless earlier terminated as described below. The Associate Judge shall be, and remain, an attorney admitted to practice law in the State of Georgia. The Associate Judge must also be a citizen of the United States of America and the State of Georgia. The Associate Judge must comply with all other requirements for service as a municipal court judge, including but not limited to complying with all training requirements. The Associate

Judge shall immediately report to the City Manager or designee any change affecting his membership in good standing with the State Bar of Georgia and any training deficiencies.

3. SCOPE OF SERVICES: The Associate Judge shall perform all duties legally prescribed for a judicial officer serving as a Judge of a lawfully constituted Municipal Court according to the requirements of the Georgia Constitution, the Official Code of Georgia, the Code of Judicial Conduct, the Uniform Rules, Municipal Courts of the State of Georgia and such other rules as may be prescribed by the Supreme Court of the State of Georgia. In addition, the Associate Judge shall act in accordance with any published opinions of the Judicial Qualifying Committee and the terms of any applicable Judicial Emergency Order. The Associate Judge shall preside over all pre-trial conferences, cases, trials, and hearings as requested and assigned by the Chief Judge. The Associate Judge also shall perform the duties described in section 4. The Associate Judge shall at all times faithfully and to the best of his ability administer activities of the court, assign and hear all cases and fulfill obligations of the Court as established by State or local law, rule, statute, regulation and City ordinance that are the responsibilities of the Associate Judge. The Associate Judge shall sit on the bench as assigned by the Chief Judge for vacation, affidavits of prejudice, recusal from a pending case, illness and required judicial continuing education and training. The Associate Judge shall act under the instructions of the Chief Judge concerning procedures and customary sentences in order to promote uniformity to the greatest extent possible. The City shall make a reasonable effort to maintain a pool of at least one Associate Judge and the Chief Judge shall endeavor to use the Associate Judge in such a manner and frequency that the Associate Judge will be reasonably familiar with Municipal Court procedures should his service be necessary.

4. JUDICIAL INDEPENDENCE AND ADMINISTRATION: The Associate Judge is independent from the City when performing judicial responsibilities and nothing contained herein shall be construed to interfere with a judge when performing judicial duties. The Associate Judge serving in the absence of the Chief Judge, is solely responsible for judicial decisions during such times. Judicial decisions include, but are not limited to, adherence to a standard bail schedule as the judge deems appropriate, adherence to a standard fine schedule for use with violations that do not require court appearances, determination of fines and punishment in individual cases, determination of bail in individual cases, establishment of standing orders regarding offenses for which cash bail is not required, determination of financial ability, determination of conditions of probation, determination of liability, and determination of eligibility for indigent defense and for alternatives to monetary penalties including community service and penalty or fine reductions. The Court Administrator shall be appointed by the City Manager and shall serve as an At-Will employee of the City. The Court Administrator and all court staff other than the Associate Judge are City employees subject to City rules and regulations. However, they are subject to the Associate Judge's direction and control when performing duties for the court.

5. COMPENSATION: The Associate Judge's compensation for Services is set at Four Hundred Fifty Dollars (\$450) per court session presided over. The rate per session may be amended as set forth in this contract.

All required training and costs for associated travel shall be reimbursed by the City in accordance with the City's reimbursement policies and applicable law. The Associate Judge's compensation

may be increased, but not decreased, during the Associate Judge's term of office. The Associate Judge's compensation shall be determined annually on January 1. This set amount shall constitute compensation for all the Associate Judge's responsibilities and duties in the Municipal Court.

6. METHOD OF PAYMENT: The Associate Judge shall send invoices to the Court Administrator and payment will be made monthly.

7. BENEFITS: The Associate Judge is not eligible for any benefits offered by the City to employees. However, as an appointed official the Chief Judge will be covered by the City's liability insurance coverage while acting in the official capacity as Associate Judge.

8. TERM OF AGREEMENT: The Associate Judge's term of office and the term of this Agreement shall be for a period of one year beginning January 1, 2021 and ending on December 31, 2021, however this contract will be automatically renewed for additional one-year terms for the years James Wall is appointed Associate Judge.

9. CONTRACT ADMINISTRATION: This Agreement shall be administered by the City Manager and/or designee on behalf of the City and by James Wall as the Municipal Court Associate Judge. Any written notices to be served on either party shall be served or mailed to the following addresses, with a copy by email: IF TO THE CITY: City Manager Chuck Warbington, City Manager, P.O. Box 2200, Lawrenceville, GA 30046 or chuck.warbington@lawrencevillega.org. IF TO THE JUDGE: James Wall, 3461 Lawrenceville-Suwanee Road, Suite D, Suwanee, Georgia, 30024, or attorneyjameswall@gmail.com; or jwall@georgiatrials.com. ~~ADDRESS; EMAIL ADDRESS; EMAIL~~

10. TERMINATION OF AGREEMENT: This Agreement may be terminated during the Associate Judge's term of office as follows: By the Judge if he provides a minimum of one hundred twenty (120) days written notice prior to his effective date of termination, unless otherwise mutually agreed by the parties. By the City only as provided in O.C.G.A. Section 36-32-2.1.

11. MERGER AND AMENDMENT: This Agreement contains the entire understanding of the City and the Associate Judge with respect to the matters set forth herein, and any prior or contemporaneous understandings are merged herein. This Agreement shall not be modified except by written instruments executed by the City and Associate Judge hereto. This Agreement shall be governed under the laws of the State of Georgia, and any dispute regarding this Agreement shall be resolved in Gwinnett Superior Court, State of Georgia.

12. SEVERABILITY If any provision of this Agreement or their application to any circumstance is held invalid, the remainder of this Agreement and their application to other circumstances is not affected.

(Signatures are on next page)

Associate Judge

CITY OF LAWRENCEVILLE,
GEORGIA

By: _____
James Wall

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

ATTEST:

ATTEST:

Signature

Karen Pierce, City Clerk
City of Lawrenceville

(Seal)

APPROVED AS TO FORM:

Signature
City Attorney



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION DECEMBER 16, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase and Installation of Space Saver Brand High Security Storage for Evidence Upgrade
Department:	Police Department
Date of Meeting:	Wednesday, December 9, 2020
Fiscal Impact:	\$13,901.50
Presented By:	Captain Ryan Morgan
Action Requested:	To Approve the Purchase and Installation of Space Saver Brand High Security Storage from Patterson Pope in the amount of \$13,901.50 and to Authorize a Budget Amendment from Federal Confiscated Assets 2100000-351365 in the amount of \$13,901.50 to 2103210-531600

Summary: Additional high security storage is needed in the police department property and evidence room to both accommodate the burgeoning amount of evidence and to comply with state certification standards. The storage units currently used at the department are Space Saver brand. Patterson Pope is the only supplier of Space Saver solutions in Georgia. This addition will add storage units (which should match the existing) and add security caging to existing storage.

Background: Will be required to meet State Certification standards.

Fiscal Impact: \$13,901.50 to be taken from existing Federal Asset Forfeiture Funds

Attachments/Exhibits:

Sole Source Document
Justification Memo
Proposal / Quote



LAWRENCEVILLE

GEORGIA

21.

Requester Name and Title: Jeff Smith

Note: Requester must be able to defend this justification.

Requester Department: Police

Requested Single/Sole Source Supplier:

Company Name Patterson Pope
Contact Name John Belicka
Address 1859-C Beaver Ridge Cir
City Norcross **State** GA **Zip Code** 30071
Phone Number 770-416-6515 / 404-216-8450 **E-mail** jbelicka@pattersonpope.com

Is the recommended company the manufacturer? ☐ Yes ☒ No

Does the manufacturer sell the brand item(s) through distributors? ☒ Yes ☐ No

**Description of
Product or Service:**

*(if additional
space is needed,
include them in a
separate page)*

Storage for high-security evidence

*Describe the full scope of work contemplated including installation if required;
items should include brand, model and part number if applicable;*

Estimated Cost: \$ 13,901.50

Annual ☐ **One Time** ☒

SINGLE / SOLE SOURCE / BRAND SPECIFIC RATIONALE

Explain why the recommended product/company/brand is the only product/company/brand that can meet the requirement. Address the following: Are there any other products/companies that can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended product/company has a significant advantage over any other products/company that can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Our current storage in the property and evidence area is Space Saver brand. The requested vendor is the only provider of Space Saver brand storage in Georgia.

In addition, personnel at the requested vendor installed the original systems and are familiar with the current-state of the department's capacity. We are expanding the original scope of the work from the original installation. That is, we are adding to the existing storage with like parts.

(if additional space is needed, include them in a separate page)

Complete the following checklist

A specific product/company is the only source of the required product/service because (check all that apply):

☒ Must match existing piece of equipment available only from the same source of original equipment. Provide documentation from supplier supporting that no other supplier can supply this.

☐ **It is not possible to obtain** competitive bids for consideration (i.e., only one source is capable of supplying the goods/service or meeting the requirements). I have attached the pertinent documentation showing what market research was conducted to preclude other brands or vendors from consideration. *In a brief explanation, provide supporting evidence for the conclusion; other sources considered should be listed, along with explanation of why they are unable to meet the requirements.*

(if additional space is needed, include them in a separate page)

Single / Sole Source / Sole Brand Justification

21.

☐ There is a **substantial technical risk** in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process). *In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial technical risk.*

(if additional space is needed, include them in a separate page)

☒ For support effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g., the chances of another firm winning a competition are clearly remote. *Please provide a brief explanation.*

As Patterson Pope is the only supplier of Space Saver products in Georgia, we believe using an out-of-state supplier would necessarily involve more cost in shipping and installation.

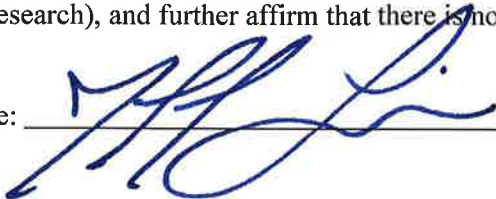
(if additional space is needed, include them in a separate page)

ACKNOWLEDGEMENT

This section must be completed.

☒ I acknowledge the City's requirements for soliciting competitive bids for purchases and the criteria for justification for Single Source/Sole Source/Sole Brand purchases. I have gathered the required technical information, have made a concerted effort to review comparable/equal products/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.

Signature: _____



Date: _____

12/02/2020



LAWRENCEVILLE

POLICE DEPARTMENT

To: Capt. Ryan Morgan
From: Jeff Smith
Date: December 2, 2020
Re: Needed Upgrades to Property and Evidence Area

Based on the requirements of the Georgia Association of Chiefs of Police Certification Standards, there will need to be improvements to the Property and Evidence storage area at the police department. As you aware, high-security items (e.g. guns, drugs, cash) must be secured within a segregated and additionally secure area within the evidence storage room. Currently, we are at capacity in our high-security area. This is due, in large part, to the number of guns being stored.

In addition, we are storing items of property and evidence from the Gwinnett Metro Task Force. Their items mostly consist of items that would fall within the high-security designation. We have no space to store these items in a manner consistent with the requirements of state certification.

Recently, we met with John Belicka of Patterson-Pope to review options available to us to alleviate some of our storage issues. When the police headquarters was built, Walter Hopkins Company was the contractor for all of our evidence and high-density storage. In 2012, Walter Hopkins Company was sold to Patterson Pope. As the materials and installation was from this company, we feel it is in our best interest to utilize the company for additional needs or the addition of accessories to the current storage so that we will have consistency in the equipment.

Based on our needs, and our conversations with Mr. Belicka from Patterson Pope, a solution was offered by Patterson Pope to meet our needs. The proposal is attached. The proposal would include:

- Additional gun storage in the high-security area
- Securing of existing shelving in the main evidence area to become compliant with State Certification Standards.

Jeff Smith

From: John Belicka <JBelicka@pattersonpope.com>
Sent: Wednesday, December 02, 2020 09:31
To: Jeff Smith
Subject: Patterson Pope Storage Proposal
Attachments: Q-35295-20201202-0920.pdf

CAUTION: This email originated from outside of City of Lawrenceville. Maintain caution when opening external links/attachments.

Good Morning Jeff,

I hope you had a nice holiday last week and got some time off. We finally found all of the previous paperwork from Walter Hopkins and I've attached a proposal that details the following:

- 1) Wire Enclosure for WideSpan Shelving for Drug Storage
- 2) Removal of Drawers in Gun Storage Area and additional shelves to take the place of the Drawers.
- 3) Additional Hand-Gun Storage Section of Shelving
- 4) (5) Additional WideSpan Shelves for the Large Shelving.

Pricing Includes Installation and Shipping to your address. The pricing is a lump sum for everything we discussed. I can break it down into individual sections, if you prefer. When we lump sum a proposal, the installation and shipping is less expensive.

Thanks for your time.

John Belicka

patterson•pope
STUFF MADE SIMPLE.

404.216.8450 mobile

1859-C Beaver Ridge Circle
 Norcross, Ga. 30071

pattersonpope.com

This message and any included attachments are intended only for the designated recipient(s). The content contained in this electronic message is not intended to constitute formation of a contract binding Patterson Pope. The information contained herein may include trade secrets or privileged or otherwise confidential information. Unauthorized review, forwarding, printing, copying, distributing, or using such information is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender of this E-Mail or by contacting us at 1-888-852-7339.

This message and any included attachments are intended only for the designated recipient(s). The content contained in this electronic message is not intended to constitute formation of a contract binding Patterson Pope/FileSolve. The information contained herein may include trade secrets or privileged or otherwise confidential information. Unauthorized review, forwarding, printing, copying, distributing, or using such information is strictly prohibited. If you have received this communication in error, please notify us immediately by replying to the sender of this E-Mail or by contacting us at 1-888-852-7339.



Quote #: Q-35295-1
 Drawing Ver: 327374
 Date: 12/2/2020
 Expires On: 2/22/2021

Patterson Pope

Remit To:
 10321 S. Medallion Dr.
 Cincinnati, OH 45241
 Phone: (704) 523-4400
 Fax: (704) 523-4499

Install To
 Jeff SMITH
 Lawrenceville Police Department
 , 30093
 (770) 670-5005

Bill To

SALESPERSON	EMAIL	DELIVERY METHOD	PAYMENT METHOD
John Belicka	jbelicka@pattersonpope.com		Net 10

Group Name	Description	Net Total
Patterson Pope Storage Proposal	Patterson Pope Storage Proposal for Lawrenceville PD Upgrade to Evidence Storage Area- Includes: 1) Wire Enclosure for Widespan Shelving- Locking Doors. 2) (5) New Shelves for Widespan Area 3) Labor & New Shelves to upgrade current storage unit with drawers. (Remove Drawers & Replace with plain shelves) 4) New Shelving Unit for Gun Storage	\$8,981.36
Freight	Freight from Manufacturer to Patterson Pope Warehouse- Atlanta Local Delivery from Patterson Pope Warehouse to End User	\$2,502.00
Installation	Professional Installation by Factory-Trained Personnel Quoted Price Based on Installation- Monday-Friday (8:00 AM - 5:00 PM)	\$2,418.14

Sub Total:	\$13,901.50
Estimated Total Tax:	
Grand Total:	\$13,901.50

Important Proposal Notes

Applicable sales tax and final shipping charges will be added to the invoice if not indicated above.

Patterson Pope requires a purchase order (or signed quote) for each individual accepted quote.

Please provide sign off on final drawing(s). Indicate color choices on your PO.

Patterson Pope offers custom manufactured solutions to fit your unique space. For this reason no product can be ordered until a representative from Patterson Pope is able to field verify all dimensions.

Signature below indicates acceptance of this proposal and of the attached terms and conditions.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____



Quote #:
Drawing Ver:
Date:
Expires On:

Q-35295-1
327374
12/2/2020
2/22/2021

Patterson Pope

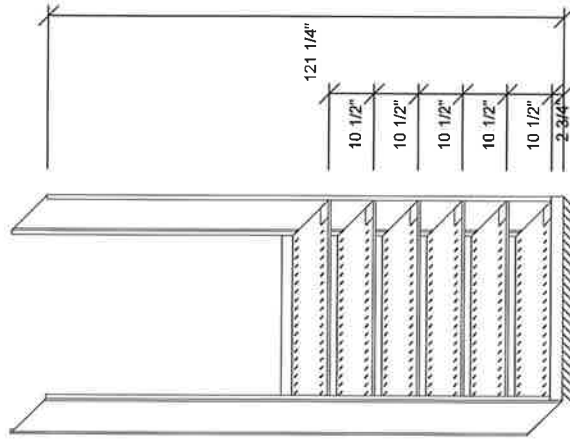
Remit To:
10321 S. Medallion Dr.
Cincinnati, OH 45241
Phone: (704) 523-4400
Fax: (704) 523-4499

Please sign and email to John Belicka at jbelicka@pattersonpope.com.

THANK YOU FOR YOUR BUSINESS!

**Part 2
(New Shelves)**

H121 1/4"
121 1/4" x 48" x 18"

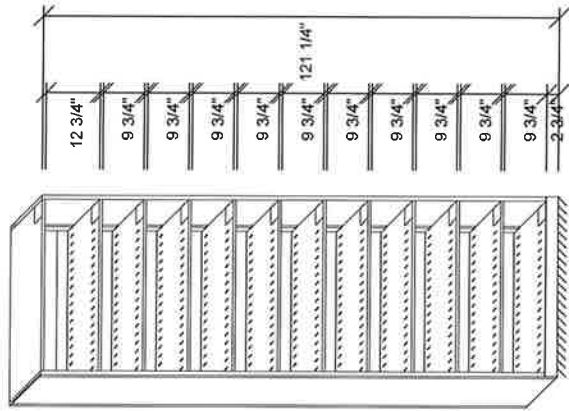


SS2B



**Part 3
(New Unit)**

H121 1/4"
121 1/4" x 42" x 16"

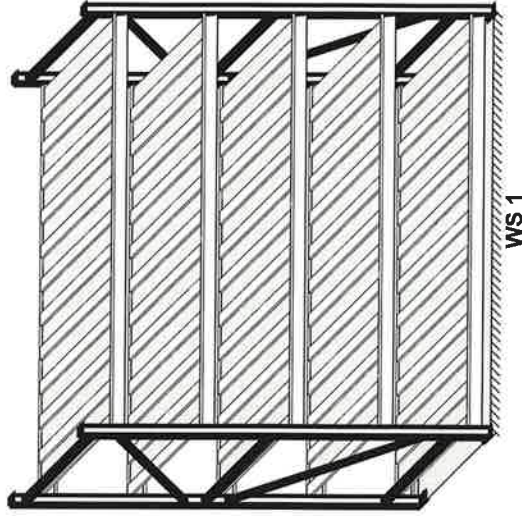


SS1A

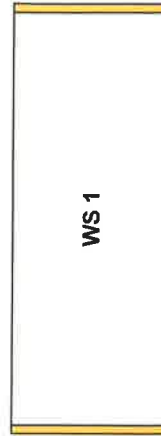


**Part 4
(New Shelves)**

H96"
96"x96" d36"



WS 1



Peterson-Pope
SPACE MADE SIMPLE.

Project Name: Lawrenceville Police Department

Salesperson:
BELICKA, JOHN

Scale
1:45

Rev level:

Project #:
327374

Drawn by:
C. Overcash

Date Printed:
11/24/2020

APPROVAL

This drawing Approved By:

Dated

21.

WireCrafters



CONTROLLED SUBSTANCE DRUG STORAGE CAGES

Title 21 CFR Sections 1301.72-1301.76 Compliant

IDEAL FOR

Pharmaceutical Distribution Centers | Wholesale Distribution Centers | Pharmaceutical Manufacturing Facilities



Meets DEA Standards for Class III, IV & V Controlled Substances

- Wall and ceiling panels constructed in a 10 GA wire woven in a 2" x 1" rectangular mesh
- Wall panels mount to posts flush to floor
- Self-closing, self-locking doors
- Hardware is only accessible from inside of cage
- Clear spanned ceilings up to 30' or extended heights to roof decks
- Heavy 3/8" mounting hardware and anchors provided
- Hardware must be pinned or brazed (Tamper-proof hardware also available)

Special Customization and Options Available

- Custom heights available up to 50'-0" that span to roof decks
- Special door locks available including push bars, electric locks and mag locks with slide doors
- Electric strikes compatible with most card reader systems are optional

WireCrafters offers these features, plus years of experience providing approved enclosures to the drug industry. Let us help with your next project. Call today for a free consultation.

When properly installed, WireCrafters Style 840 Partitions meet the US Drug Enforcement Administration 21. requirements for physical security of Schedule III through V controlled substances as outlined in Title 21 CFR Sections 1301.72-1301.76 physical security controls. Schedule III through V controlled substances require a high level of security. Such installations have the following notable features:

Doors must be self-closing and self-locking. WireCrafters offers a number of standard and custom lock options to meet this requirement, as well as a line of self closing doors with mechanical and powered operators.

Panels mount flush to floor. Standard posts are 2" square with base plates for floor anchoring welded to each. Lag bolts need to be pinned or brazed once installed.

Shall have a ceiling of same materials, or erected to reach the structural ceiling of the building. WireCrafters system uses the same panels in walls and ceilings. Furthermore, our system is so strong, panels can be stacked between posts to reach most any building ceiling.

WireCrafters standard panels are maximum 10 feet long, 4 or 5 feet tall. The frames of our panels satisfy the requirement for horizontal reinforcement every 60 inches.



CODED ACCESS



ELECTROMAGNETIC



ELECTRIC STRIKE



CARD READER



KEY PAD



BIOMETRICS



ELECTRIC DOOR OPENER

For sliding doors greater than 80 square feet, we supply an electric opener. Electric door openers use a standard 110 volt, single phase, electric motor that is chain driven. This allows you to open your DEA Approved storage with a remote control.

- Radio frequency remote controls
- Self-closing timer
- Anti-crush safety switch
- Photo eye safety switch
- Stationary push button control
- Electromagnetic locks optional

WIRE CAGE CUTOUTS

Cutouts allow for complete customization, so your storage area fits against walls and other obstacles while remaining secure.



CEILING PANELS

Clear spanned ceilings of up to 30' or extended heights to roof decks conform to all DEA requirements.



Patterson Pope Terms and Conditions The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to Client.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and Client and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by Client's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of Client purchase order may also incur additional charges. If, for any reason, Client cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to Client and are Client's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. Client shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. Client represents and warrants to Company that it is solvent at the time this Agreement is made. Client hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet Client's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. Client shall allow Company's representative(s) reasonable access to Client's facilities to confirm whether the space where the Deliverables will be installed matches Client's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, Client is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is Client's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** Client shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of Client's receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the Client.
5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that Client or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, Client will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that Client gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. Client agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*
7. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to Client or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* Client will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the Client. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located

within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the Client's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and Client agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc.,

Date

CLIENT

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # _____



LAWRENCEVILLE

GEORGIA

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

Item: SUP2020-00042; Sunmoon Services, LLC; 850 Scenic Highway

Department: Planning and Development

Date of Meeting: Wednesday, December 16, 2020

Presented By: Todd Hargrave

**Department
Recommendation:** **DENIAL**

**Planning
Commission
Recommendation:** **DENIAL**

Summary: The applicant requests a Special Use Permit to allow an Automobile Part Store with Installation (Tire Store). The applicant is proposing to do installation of tires outside of the building including temporary outdoor storage of used tires.

Attachments/Exhibits:

- SUP2020-00042 Report
- SUP2020-00042 Planning and Development Recommendations
- SUP2020-00042 Planning Commission Recommendations
- SUP2020-00042 Aerial Map
- SUP2020-00042 Zoning Map
- SUP2020-00042 Attachments

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

CASE NUMBER: SUP2020-00042
APPLICANT: SUNMOON SERVICES, LLC
CONTACT: MOHAMMED HOSSAIN & JOHN JAY
PHONE NUMBER: 404.276.1385
LOCATION: 850 SCENIC HIGHWAY
PARCEL ID: R5108 081
ACREAGE: 1.75
PROPOSED DEVELOPMENT: AUTOMOBILE PART STORE WITH INSTALLATION
(TIRE STORE)
DEPARTMENT RECOMMENDATION: **DENIAL**

ZONING HISTORY:

The subject property has been zoned LM (Light Manufacturing District) since 1972. In 2014, a Special Use Permit (SU-14-11) was approved to allow Commercial Vehicle Parking (Tractor and/or Trailer).

PROJECT DATA:

The applicant requests a Special Use Permit of an approximately 1.75-acre parcel, zoned BG (General Business District), to allow an automobile part store with insallation (tire store) in a structure formerly used as a carwash. The subject property is located along the eastern right-of-way of Scenic Highway south of its intersection with Sugarloaf Parkway. Access to the site is via two driveways on Scenic Highway.

The property is developed consisting of a convenience store/gas station, with additional retail spaces, and a gas canopy. An additional free-standing structure is located on the site, and was initially designed and utilized as a self-service carwash. Over the course of several years the existing carwash was modified, without the proper permits into retail suites occupied by an emission testing facility and a tire store which utilized the parking lot for the installation of tires on vehicles. Additionally, the existing carwash facility was not designed for general retail occupancies, and in order to so the facility would require major modifications to bring the structure (carwash) into compliance with the rules and regulations of the City.

The request for a Special Use Permit is the result of years of code compliance issues relating to building codes, signage, trash/debris and use. The rules and regulations of the City of Lawrenceville require a Certificate of Occupancy (CO) prior to the issuance of an Occupational Tax Certificate (OTC). Therefore, in 2018, the Planning and Development Department (the Department) initiated the “Tenant Name Change” process which requires each new tenant or change of owner in a “previously” occupied space to obtain a Building Permit allowing the Department to inspect commercial or industrial tenant space for compliance related issues (i.e. Building Codes and Zoning Ordinance regulations) prior to the issuance of a CO. Additionally, each application requires the approval of other local governing agencies. The applicant, as well as many other throughout the city, was informed of the numerous compliance issues relating to the subject property, specifically building and zoning code violations. However, the applicant continued to allow tenants to occupy the space without the necessary approvals; which resulted in the Department issuing a citation (CEU2020-01759) for building and zoning code violations.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Neighborhood Mixed Use Character Area. Additionally, the Plan identifies the Scenic Highway and Sugarloaf Parkway commercial node as a Gateway Node. These nodes are intended to promote a sense of place throughout the community. One of the implementation policies for this character area is to minimize street frontages lined by parking lots, blank walls, or empty lots. Therefore, the request for a Special Use Permit may be considered to be counter to this emphasis of the Comprehensive Plan.

The surrounding area is characterized by a mix of vacant and undeveloped lots, a private school, and commercial uses all zoned BG (General Business District) to the north across Sugarloaf Parkway, adjacent to the east, immediately adjacent to the south, and to the west across Scenic Highway. The City Council recently adopted policies strictly prohibiting outdoor storage of equipment, materials and merchandise; which could be interpreted to include tire installation from a parking lot located at the center of a major gateway into the city limits. Therefore, the request for a Special Use Permit allowing the outdoor installation of tires and an emissions testing facility to operate in the front yard area may not be appropriate in view of the Council’s efforts to change the image of the city, but the overall appearance as well.

In conclusion, the proposed use may be inconsistent with the policies of the 2040 Comprehensive Plan and the established development pattern found in the immediate area. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

The property has had many violations in the past six years;

CEU2020-01417 – Prohibited Use of carwash, outdoor storage

1849 – Window signs over 20%

1857 – Door signs over 20%

1858 – Temporary sign without permit

1859 – Donation box without permit

1911 – Sign at right of way

1919 – Abandoned sign

2118 – Trash / debris

3684 – Free standing sign EMC sign without permit

3732 – Su-14-24 condition not met – Illegal wall and window sign, landscaping not installed

5894 – Junk vehicle on property

9129 – Neon lights

9130 – Flashing sign

9131 – Flashing sign

17274 – trash / debris on property

17295 – Unlicensed car wash

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

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

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS - 11192020**

SUP2020-00042:

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

Approval of Special Use Permit allowing an Automobile Parts Store with Installation (Tire Store), subject to the following enumerated conditions:

1. Limited to an Automobile Parts Store with installation on three bays only.
2. The installation of parts shall be conducted entirely indoors.
3. Outdoor storage of new or used tires shall be prohibited.
4. Overnight Outdoor storage of automobiles needing service shall be prohibited.
5. 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.
6. The Automobile Part Store with Installation shall be limited to the applicant/tenant of record. In the event, the applicant/tenant of record vacates the premises or ceases operations of the approved facility the Special Use Permit shall be considered voided and terminated.
7. Prior to the issuance of a Certificate of Occupancy the subject property shall be in compliance with all applicable Municipal, County and State regulations.

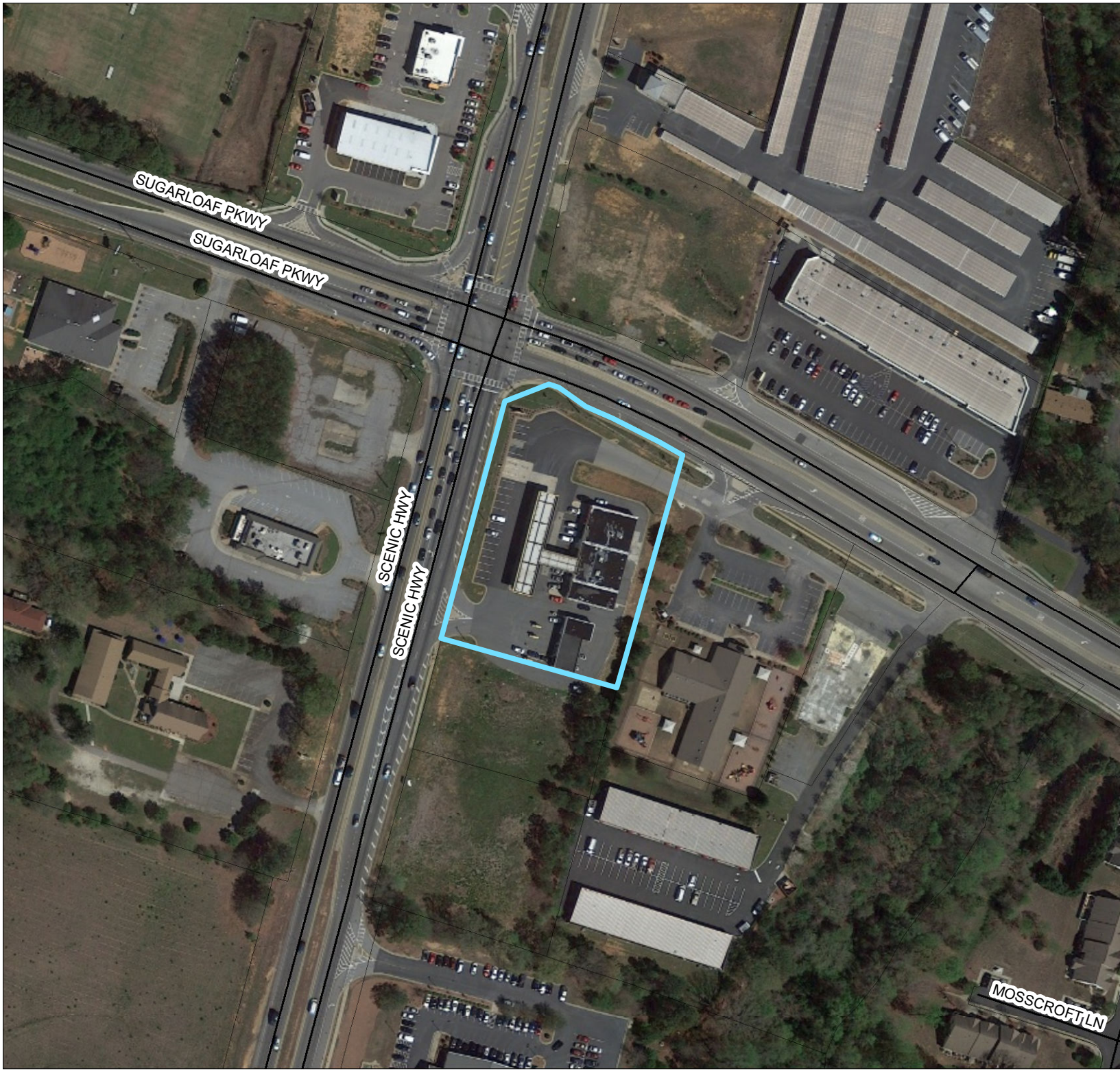
PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 12072020

SUP2020-00042:

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

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3. Outdoor storage of new or used tires shall be prohibited.
4. Overnight Outdoor storage of automobiles needing service shall be prohibited.
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7. Prior to the issuance of a Certificate of Occupancy the subject property shall be in compliance with all applicable Municipal, County and State regulations.



*The City of Lawrenceville
Planning & Development*

Aerial Map and
Surrounding Area
File # SUP2020-00042

Applicant:
Sunmoon Properties, LLC

Legend

-  Subject Property
-  Parcels
-  Roads



0 50 100 200
Page 82



*The City of Lawrenceville
Planning & Development*

Location Map and
Surrounding Zoning
File # SUP2020-00042

Applicant:
Sunmoon Properties, LLC

Legend

 Subject Property

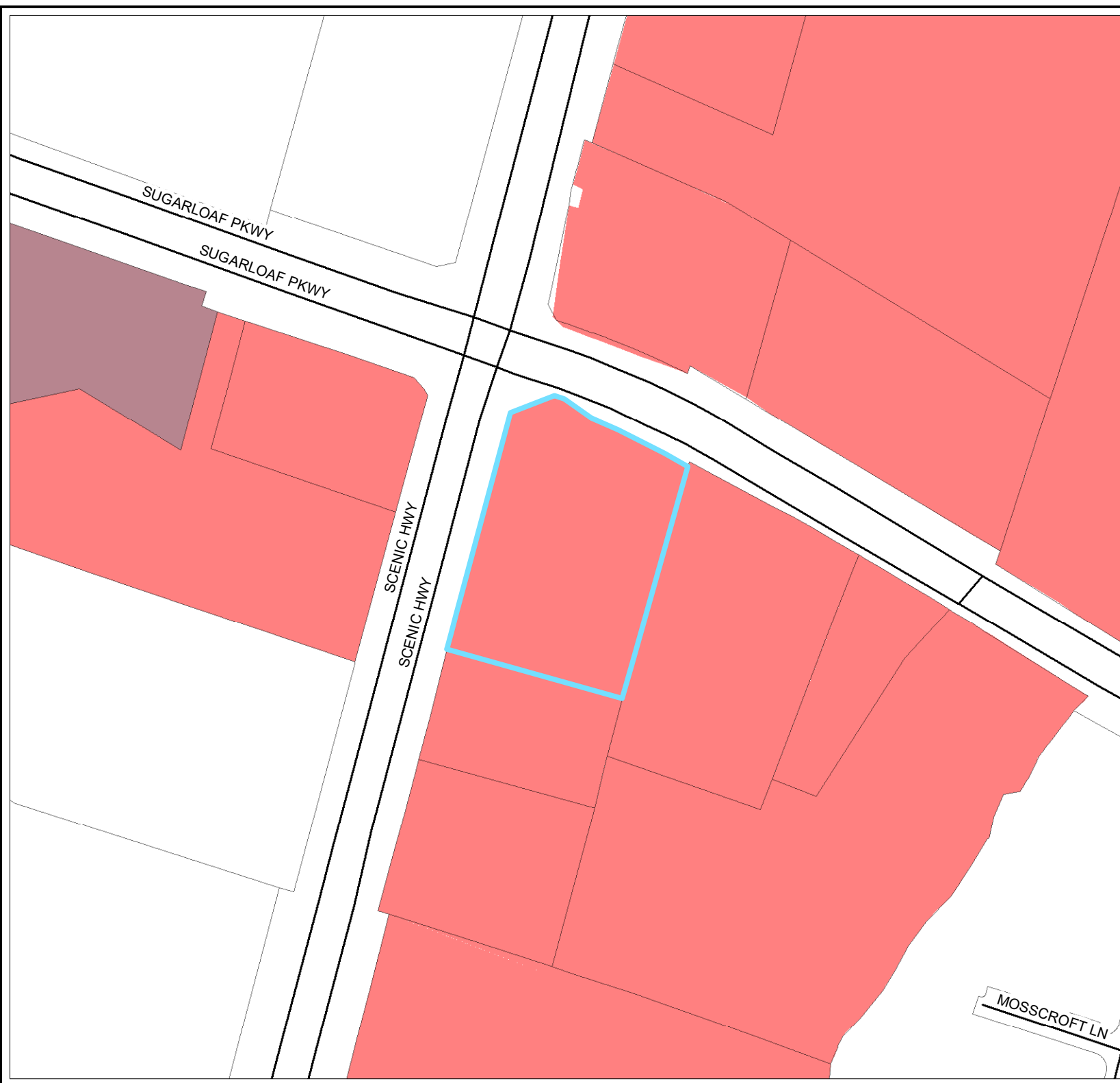
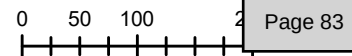
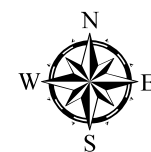
 Parcels

 Roads

Zoning Districts

 BG General Business

 HSB Highway Service Business





LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>SUNMOON SERVICES, LLC</u>	NAME: <u>SUNMOON SERVICES, LLC</u>
ADDRESS: <u>850 SCENIC HIGHWAY, STE C</u>	ADDRESS: <u>850 SCENIC HIGHWAY, STE C</u>
CITY: <u>LAWRENCEVILLE, GA</u>	CITY: <u>LAWRENCEVILLE</u>
STATE: <u>GEORGIA</u> ZIP: <u>30045</u>	STATE: <u>GEORGIA</u> ZIP: <u>30045</u>
PHONE: <u>(404) 276-1385</u>	PHONE: <u>(404) 276-1385</u>
CONTACT PERSON: <u>MOHAMMED HOSSAIN</u> PHONE: <u>(404) 276-1385</u>	
CONTACT'S E-MAIL: <u>biplobinila@yahoo.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): _____ ACREAGE: <u>1.75</u>	
PARCEL NUMBER(S): <u>5TH DIS, LL=107 & 108</u> <u>Parcel ID No R5108081</u>	
ADDRESS OF PROPERTY: <u>850 SCENIC HIGHWAY, LAWRENCEVILLE, GA 30045</u>	
PROPOSED SPECIAL USE: <u>USED TIRE SALES & INSTALLATION</u>	

[Signature] 11/6/2020
 SIGNATURE OF APPLICANT DATE
SUNMOON SERVICES, LLC

By: MOHAMMED HOSSAIN
 TYPED OR PRINTED NAME

Barbara Coldwell 6 NOV 2020
 NOTARY PUBLIC DATE

SUNMOON SERVICES, LLC
[Signature] 11/6/2020
 SIGNATURE OF OWNER DATE

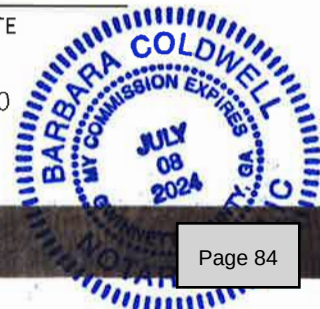
By: MOHAMMED HOSSAIN
 TYPED OR PRINTED NAME

Barbara Coldwell 6 NOV 2020
 NOTARY PUBLIC DATE



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

SR2020-00042



Add'l Contact: John B. Jay Email: johnbjayattyeaol.com
 Attorney At Law (404) 414-5363
 P.O. Box 2068
 Norcross, GA 30091-2068

LETTER OF INTENT

(ATTACHMENT TO SPECIAL USE APPLICATION OF SUNMOON SERVICES, LLC)

DATE: 6 November 2020

SUBJ/REF: 850 Scenic Highway, Lawrenceville, Georgia 30045

The requested change is to permit the operation of a used car tire center which would include the sale and installation of used tires at retail to the public, including temporary storage of used tire inventory.

Under the current City of Lawrenceville Ordinances a special use permit is required for such a business operation and facility.

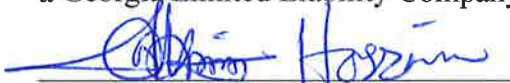
The bulk of the business operations would be conducted in three (3) adjoining and existing bays which formerly were part of a car wash facility on the premises.

As a footnote, the existing surface water run off drains, one (1) in each bay, will be plugged, and Applicant has engaged the services of a duly licensed plumber to perform the necessary work and services in accordance with the City's requirement.

APPLICANT:

SUNMOON SERVICES, LLC,
a Georgia Limited Liability Company

BY;


Mohammed Hossain

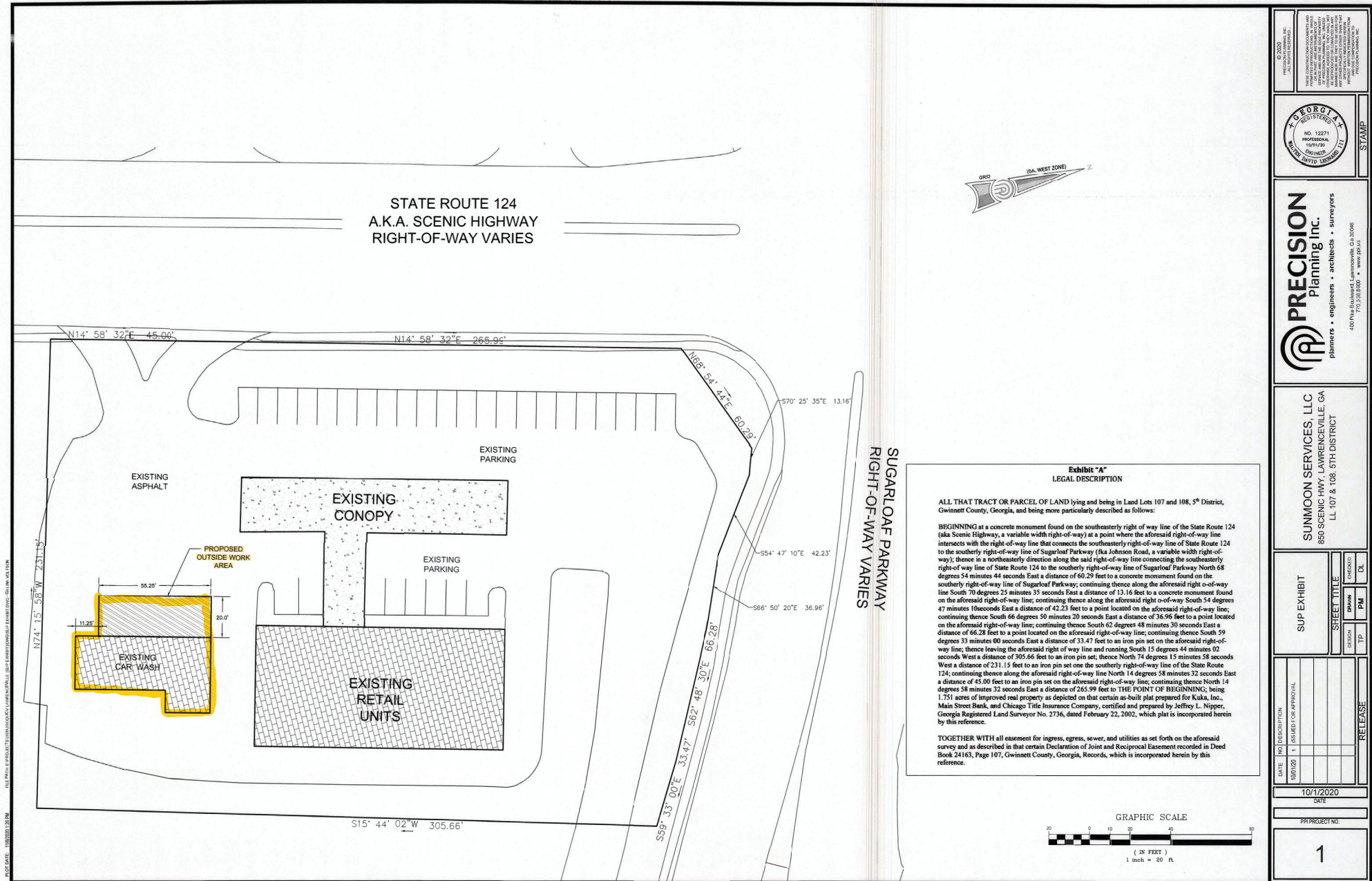
TITLE: Managing Member

Exhibit "A"
LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 107 and 108, 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

BEGINNING at a concrete monument found on the southeasterly right of way line of the State Route 124 (aka Scenic Highway, a variable width right-of-way) at a point where the aforesaid right-of-way line intersects with the right-of-way line that connects the southeasterly right-of-way line of State Route 124 to the southerly right-of-way line of Sugarloaf Parkway (fka Johnson Road, a variable width right-of-way); thence in a northeasterly direction along the said right-of-way line connecting the southeasterly right-of-way line of State Route 124 to the southerly right-of-way line of Sugarloaf Parkway North 68 degrees 54 minutes 44 seconds East a distance of 60.29 feet to a concrete monument found on the southerly right-of-way line of Sugarloaf Parkway; continuing thence along the aforesaid right o-of-way line South 70 degrees 25 minutes 35 seconds East a distance of 13.16 feet to a concrete monument found on the aforesaid right-of-way line; continuing thence along the aforesaid right o-of-way South 54 degrees 47 minutes 10seconds East a distance of 42.23 feet to a point located on the aforesaid right-of-way line; continuing thence South 66 degrees 50 minutes 20 seconds East a distance of 36.96 feet to a point located on the aforesaid right-of-way line; continuing thence South 62 degrees 48 minutes 30 seconds East a distance of 66.28 feet to a point located on the aforesaid right-of-way line; continuing thence South 59 degrees 33 minutes 00 seconds East a distance of 33.47 feet to an iron pin set on the aforesaid right-of-way line; thence leaving the aforesaid right of way line and running South 15 degrees 44 minutes 02 seconds West a distance of 305.66 feet to an iron pin set; thence North 74 degrees 15 minutes 58 seconds West a distance of 231.15 feet to an iron pin set on the southerly right-of-way line of the State Route 124; continuing thence along the aforesaid right-of-way line North 14 degrees 58 minutes 32 seconds East a distance of 45.00 feet to an iron pin set on the aforesaid right-of-way line; continuing thence North 14 degrees 58 minutes 32 seconds East a distance of 265.99 feet to **THE POINT OF BEGINNING**; being 1.751 acres of improved real property as depicted on that certain as-built plat prepared for Kuka, Inc., Main Street Bank, and Chicago Title Insurance Company, certified and prepared by Jeffrey L. Nipper, Georgia Registered Land Surveyor No. 2736, dated February 22, 2002, which plat is incorporated herein by this reference.

TOGETHER WITH all easement for ingress, egress, sewer, and utilities as set forth on the aforesaid survey and as described in that certain Declaration of Joint and Reciprocal Easement recorded in Deed Book 24163, Page 107, Gwinnett County, Georgia, Records, which is incorporated herein by this reference.



PRECISION PLANNING, INC.
1400 PINE HOLLOW LANE, LAWRENCEVILLE, GA 30046
770.338.6000 • www.ppai.us

PRECISION PLANNING, INC.
planners • engineers • architects • surveyors

STAMP

GEORGIA
REGISTERED PROFESSIONAL
NO. 12271
10/01/2020
10/01/2020

SUNMOON SERVICES, LLC
8500 SCENIC HWY, LAWRENCEVILLE, GA
LL 107 & 108, 5TH DISTRICT

RELEASE

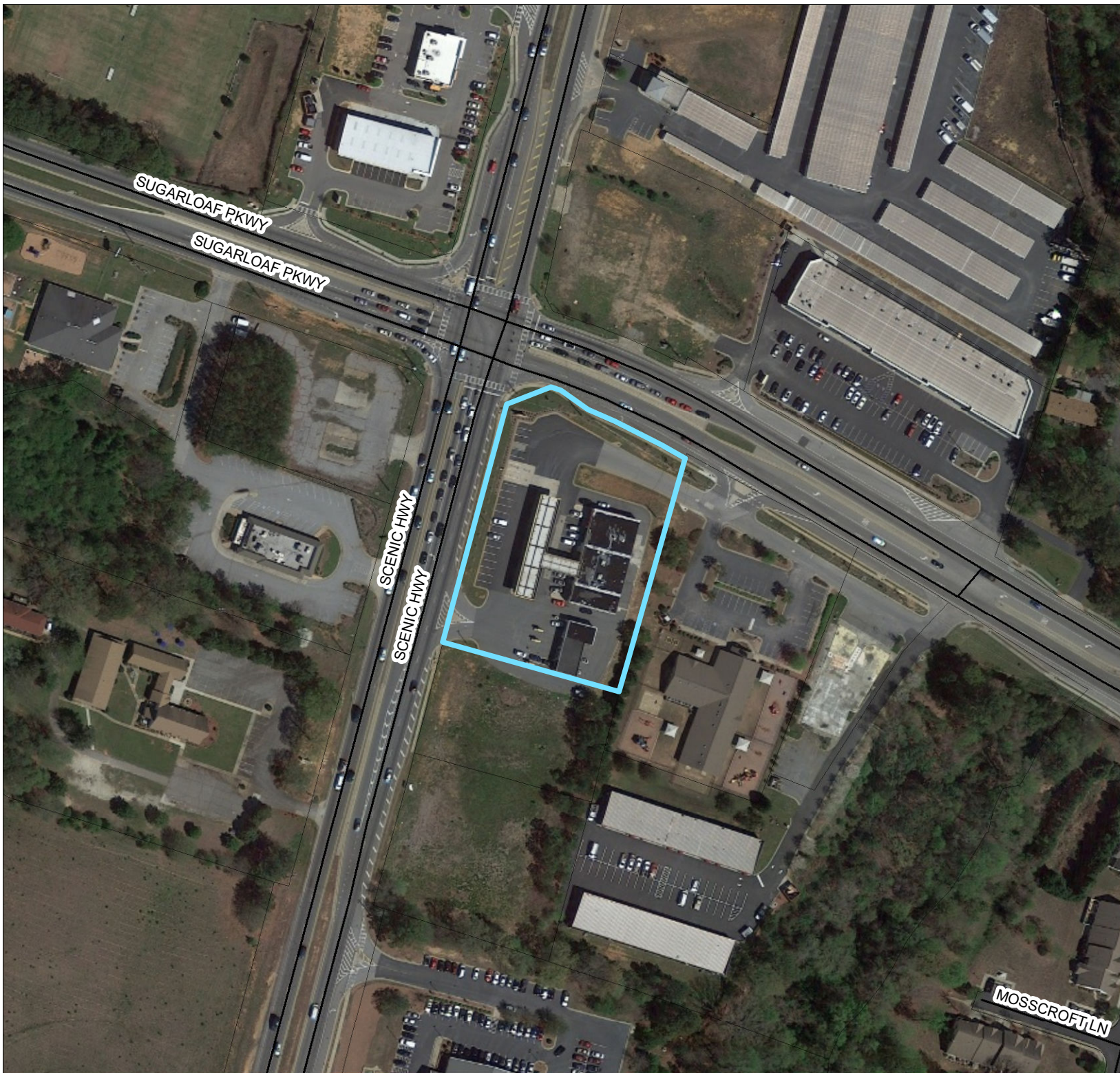
DATE: 10/1/2020
PROJECT NO.: 1

SUP EXHIBIT

DATE: 10/01/2020
ISSUED FOR APPROVAL

SHEET TITLE

DESIGN: TP PM DL
CHECKED: PM
DRAWN: PM



*The City of Lawrenceville
Planning & Development*

**Aerial Map and
Surrounding Area
File # SUP2020-00042**

**Applicant:
Sunmoon Properties, LLC**

Legend

-  Subject Property
-  Parcels
-  Roads





The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # SUP2020-00042

Applicant:
Sunmoon Properties, LLC

Legend

 Subject Property

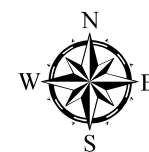
 Parcels

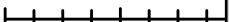
 Roads

Zoning Districts

 BG General Business

 HSB Highway Service Business



0 50 100 200
 Page 89

SUGARLOAF PKWY

SUGARLOAF PKWY

SCENIC HWY
SCENIC HWY

MOSSCROFT LN



LAWRENCEVILLE

GEORGIA

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

Item: CIC2020-00006; Lawrenceville Hand Properties, LLC; 420 Grayson Highway

Department: Planning and Development

Date of Meeting: Wednesday, December 16, 2020

Presented By: Todd Hargrave

Department Recommendation: **DENIAL**

Planning Commission Recommendation: **Approval with Planning Commission recommended conditions.**

Summary: The applicant requests a Change in Conditions to the previously approved Special Use Permit and Change in Conditions SU-CIC-18-15 which allowed an outdoor storage with the condition that storage in the front of the property must be covered.

Attachments/Exhibits:

- CIC2020-00006 Report
- CIC2020-00006 Planning and Development Recommendations
- CIC2020-00006 Planning Commission Recommendations
- CIC2020-00006 Aerial Map
- CIC2020-00006 Zoning Map
- CIC2020-00006 Attachments

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE IN CONDITIONS REPORT

CASE NUMBER	CIC2020-00006
APPLICANT	LAWRENCEVILLE HAND PROPERTIES, LLC
CONTACT	ROBERT JACKSON WILSON
PHONE NUMBER	770.962.9780
ZONING CHANGE	-
LOCATION	420 GRAYSON HIGHWAY
PARCEL ID	R5148 463
ACREAGE	11.9
PROPOSED DEVELOPMENT	CHANGE IN CONDITIONS TO AMEND CONDITION NUMBER 6 OF APPROVED CASE SU-CIC-18-15
DEPARTMENT RECOMMENDATION	DENIAL

ZONING HISTORY:

The property has been zoned BG (General Business District) since 1987. In 2015 the property was granted a Special Use permit for a Self-Storage Facility pursuant to case SU-15-02. Later in 2018, the property as granted a Change in Conditions to allow outdoor storage for RVs and boats.

PROJECT DATA:

The applicant is requesting a Change in Conditions to the previously approved Change in Conditions (SU-CIC-18-15) that allowed outdoor storage of RVs and boats. The property is a 11.9-acre parcel and it is located along the eastern right-of-way of Grayson Highway at its intersection with Gwinnett Drive. The property is currently developed developed as a self-storage facility and access to the property is off two driveways on Grayson Highway. The applicant is requesting to amend Condition 6., and delete Condition(s) 8. and 9. of SU-CIC-18-15. The conditions currently read as follows:

“6. Covered outdoor storage shall be limited to boats and RV’s only, and shall be located on the striped side yard parking areas as presented to the City Council at the Regular Meeting on May 6, 2019. The boats shall only be located in the northern side yard area and the RV’s shall only be located in

the southern side yard area, as approved by the Planning and Development Director.”

“8. Slatted security gates, 8 feet in height, shall be installed on the northern and southern (sides) portions of the parking lot immediately adjacent to the existing structure. The gates shall be aligned on both sides of the existing structure, as shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019.”

“9. The existing fence line shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019, shall extend from the required gates, and shall be slatted.”

The applicant proposes to modify the approval of SU-CIC-18-15, by amending Condition 6. to remove the “covered storage” requirement for the outdoor storage of RVs and boats. Additionally, the applicant is proposing to delete conditions 8 and 9; which required the installation of “slatted security fencing”. In lieu of the required fencing, the applicant is proposing to install landscaping with plantings consisting of “Green Giant Thuga” along the northern property line, as well as “Carolin Jasmine” along the fence line immediately adjacent to the rear of the building as shown on the attached “Buffer Plan.”

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Community Mixed Use Character Area. The vision for the Community Mixed Use character area is to embrace the large-scale opportunities that are present in Lawrenceville, that could accommodate a diversity of development types and densities including revitalized, mixed-use areas that build on existing industrial or commercial character. Although the City Council had approved the previous Change in Conditions, a precedent as set that outdoor storage should not be seen from the right-of-way. Allowing uncovered storage would contradict the precedent set by the City Council.

The surrounding area is characterized by commercial and residential uses. The property is surrounded by single-family residences to the east and south, and a veterans organization to the north, all zoned RS150 (Single-Family Residence). To the west across Grayson Highway is a property with many commercial uses such as restaurants and retail zoned BG. With recommended conditions, the outdoor storage may be appropriate at this location as an accessory use to the self-storage facility.

The proposed change in conditions to allow uncovered outdoor storage for RVs and boats as an accessory use to the self-storage facility may be inconsistent with policies of the Comprehensive Plan and precedent set by the City Council. The Planning and Development Department recommends **DENIAL** of this request.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

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

1. **Will the Special Use Permit proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *The proposed change may be inconsistent with precedent set by the City Council.*
2. **Will the Special Use Permit proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the Special Use Permit proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use Permit proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use Permit proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *if properly conditioned, any adverse impacts may be mitigated.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use Permit proposal?** *The City Council has decided outdoor storage is not appropriate for this area.*

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

CIC2020-00006

SU-CIC-18-15:

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

Approval of Change in Conditions subject to the following enumerated conditions:

1. Storage units shall not be used for manufacturing, retail or wholesale, office, or other businesses or service use.
2. Storage units shall not be used for human habitation.
3. Access to all internal storage units shall be from the interior of the main building. No access to an internal storage unit shall lead directly to the exterior of the building.
4. Outdoor speakers or sound amplification systems shall be prohibited.
5. The facility shall provide adequate loading and unloading areas which shall be outside of all designated and required parking spaces, all travel lanes, and all fire lanes.
6. **Outdoor storage shall be located in the parking areas shown on the submitted “Buffer Plan”, prepared for Hand Properties, prepared by Carter Engineering, dated August 25, 2020. Storage for boats shall be located on the striped side yard parking areas in the area adjacent to the building behind the brick wall. Storage for RV’s shall be limited to the rear of the building. Vehicles may be parked in any striped space.** ~~Covered outdoor storage shall be limited to boats and RV’s only, and shall be located on the striped side yard parking areas as presented to the City Council at the Regular Meeting on May 6, 2019. The boats shall only be located in the northern side yard area and the RV’s shall only be located in the southern side yard area, as approved by the Planning and Development Director.~~
7. A solid brick wall (a minimum length of 10 feet) that matches the existing brick façade shall be constructed on the northern side of the building as shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019.

8. **Provide landscaping as shown on the submitted “Buffer Plan” prepared for Hand Properties, prepared by Carter Engineering, dated August 252, 2020. The Landscape Plan shall be subject to the review and approval by the Planning and Development Department.** ~~Slatted security gates, 8 feet in height, shall be installed on the northern and southern (sides) portions of the parking lot immediately adjacent to the existing structure. The gates shall be aligned on both sides of the existing structure, as shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019.~~
9. ~~The existing fence line shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019, shall extend from the required gates, and shall be slatted.~~

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 12072020

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

CIC2020-00006

SU-CIC-18-15:

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

Approval of Change in Conditions subject to the following enumerated conditions:

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4. Outdoor speakers or sound amplification systems shall be prohibited.
5. The facility shall provide adequate loading and unloading areas which shall be outside of all designated and required parking spaces, all travel lanes, and all fire lanes.
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7. A solid brick wall (a minimum length of 10 feet) that matches the existing brick façade shall be constructed on the northern side of the building as shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019.
8. Provide landscaping as shown on the submitted "Buffer Plan" prepared for Hand Properties, prepared by Carter Engineering, dated August 25, 2020. **In addition to the submitted "Buffer Plan" the owner/tenant shall install "Carolina Jasmine" (3-gallon minimum size) at 6 feet off center along the southern base of the fence line running along the northern property line.** The Landscape Plan shall be subject to the review and approval by the Planning and Development Department. ~~Slatted security gates, 8 feet in height, shall be installed on the northern and southern (sides) portions of the parking lot immediately adjacent to the existing structure. The gates shall be aligned on both sides of the existing structure, as shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019.~~
9. ~~The existing fence line shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019, shall extend from the required gates, and shall be slatted.~~



23.

*The City of Lawrenceville
Planning & Development*

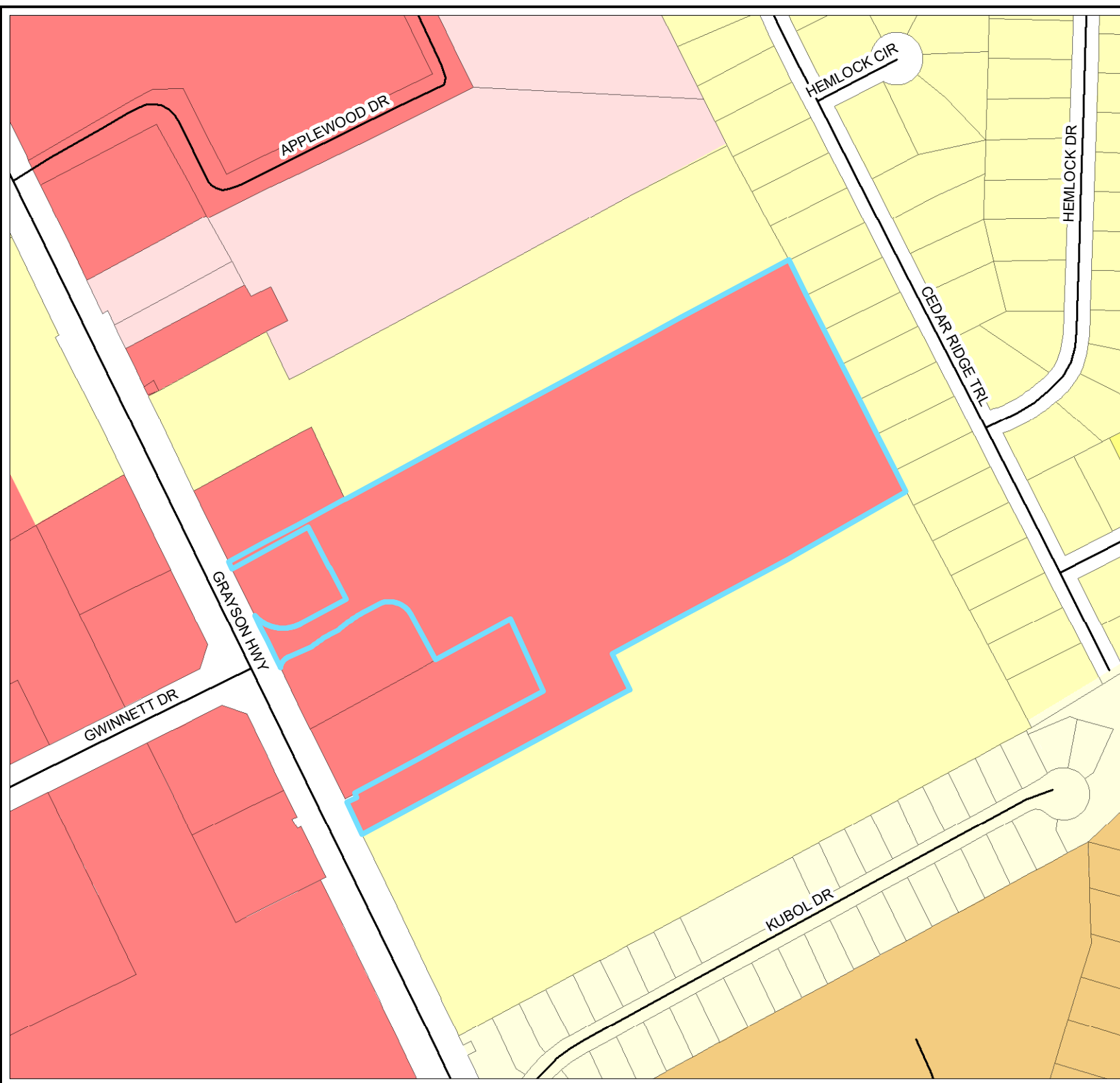
Location Map and
Surrounding Zoning
File # CIC2020-00006

Applicant:
**Lawrenceville Hand
Properties, LLC**

Legend

-  Subject Property
-  Parcels
-  Roads





*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning**
File # CIC2020-00006

Applicant:
**Lawrenceville Hand
Properties, LLC**

Legend

- Subject Property
- Parcels
- Roads

Zoning Districts

- BG General Business
- OI Office/Institutional
- RM-12 Multifamily Residential
- RS180 Single-Family Residence
- RS150 Single-Family Residence
- RS60 Single-Family Residence





LAWRENCEVILLE

GEORGIA

CHANGE IN CONDITIONS APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Lawrenceville Hand Properties, LLC</u>	NAME: <u>Lawrenceville Hand Properties, LLC</u>
ADDRESS: <u>3350 Riverwood Parkway, S.E., #1900</u>	ADDRESS: <u>3350 Riverwood Parkway, S.E., #1900</u>
CITY: <u>Atlanta</u>	CITY: <u>Atlanta</u>
STATE: <u>GA</u> ZIP: <u>30339-2066</u>	STATE: <u>GA</u> ZIP: <u>30339-2066</u>
CONTACT PERSON: <u>ROBERT JACKSON WILSON</u> PHONE: <u>(770) 962-9780</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>BG</u> REQUESTED ZONING DISTRICT: <u>BG</u>	
PARCEL NUMBER(S): <u>R5148 463</u> ACREAGE: <u>11.9400</u>	
ADDRESS OF PROPERTY: <u>420 Grayson Highway, Grayson, GA 30017</u>	
SIGNATURE OF APPLICANT <u>[Signature]</u> DATE <u>08.26.2020</u>	SIGNATURE OF OWNER <u>[Signature]</u> DATE <u>08.26.2020</u>
Fred B. Hand, III	Fred B. Hand, III - <u>MANAGER</u>
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
<u>[Signature]</u> 8-26-2020	<u>[Signature]</u> 8-26-2020
NOTARY PUBLIC	NOTARY PUBLIC
DATE	DATE

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

CIC2020-00006
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Applicant's Letter of Intent
 Change in Conditions Application
 420 Grayson Highway
 Life Storage
 Lawrenceville Hand Properties, LLC

Dear Mayor Still and Members of the City Council:

The property at 420 Grayson Highway is owned by Lawrenceville Hand Properties, LLC. The property is being managed by Life Storage. As you know, this property was redeveloped and repurposed after it was vacated by Publix. It currently operates as a Life Storage center. In May 2019, the Mayor and City Council voted to revise certain conditions of a Special Use Permit for this use.

The intervening COVID-19 pandemic has changed a number of circumstances for the Owner/Applicant and for Life Storage. We believe hardships and difficulties presented in the pandemic, as well as the desires and needs of tenants who use the services of Life Storage warrant additional changes to a few of the conditions of the Special Use Permit.

Specifically, COVID has severely impacted the mobility of the population. The current state of emergency has effectively frozen rents at their 2019 levels. These circumstances have resulted in much lower rent for Life Storage from individual users, and as a result, greatly reduced cash flow from Life Storage to the owner/Applicant. These circumstances began in March 2020, and they have continued to worsen since that time. This sharp decline in historic and anticipated revenues has affected the Owner/Applicant's ability to complete the improvements associated with the conditions from 2019.

The Owner/Applicant did complete the construction of the brick wall identified in condition number 7. Boat storage is occurring behind that brick wall and largely out of sight from the front of the property. RV storage is limited to the back of the building.

The Applicant obtained estimates and quotations for constructing covered outdoor storage in compliance with Condition No. 6. Those proposals indicated a cost between \$60,000.00 and \$80,000.00 for covered outdoor storage as identified in Condition 6. The Owner/Applicant fully intended to undertake this construction, despite the exorbitant costs, prior to the sharp decline in rental revenues created by COVID. Since the cash flow of both Life Storage and the Owner/Applicant have been severely impacted, the Applicant is seeking modification of Condition No. 6 to remove the covered storage.

The Owner/Applicant requests that Condition 6 be revised to read as follows:

Outdoor storage shall be located in the parking areas shown on the site plan submitted with the Application for Change in Conditions. Storage for boats shall be located on the striped side yard parking areas in the area adjacent to the building behind the brick wall. Storage for RV's shall be limited to the rear of the building. Vehicles may be parked in any striped space.

Clarifying the conditions for storage at this location would this site to continue to serve to relieve traffic congestion, reduce on-street parking, increase property values, and aid law enforcement and first responders in moving quickly and efficiently through residential streets. The current BG zoning classification allows automobile parking lots as a permitted use. (See Section 7.9, list of permitted uses) and fee parking is permitted.

In addition, the Owner/Applicant request that Conditions 8 and 9 be deleted. Instead of fencing, the Owner proposes to install landscaping as generally shown on the site plan submitted with this Application. We believe the landscaping will make for a more esthetically pleasing visual environment and screen than the fencing described in the 2019 conditions.

We know you are aware this property is not at all visible from Highway 20 and can only be seen from the back of retail establishments on Highway 20 or by driving directly into the site. We believe this screening, which results from the grade of the property, makes these storage uses ideal for this location and beneficial to the City. While the City is undertaking a number of parking improvements in the downtown area, the Owner/Applicant is also open to exploring options to make parking at Life Storage available, if necessary, for downtown events in cooperation with the City.

Under Georgia law, we are required to provide notice that the disapproval of this application or the attachment of any new conditions not acceptable to the Owner/Applicant would be unconstitutional. This notice is offered solely to satisfy the requirements of State law. Thank you for your consideration of this matter. Should you have any questions or need any additional information, please contact Jack Wilson at 770-962-9780. Thank you for your consideration in this matter.

Applicant Proposed Conditions of Zoning
420 Grayson Highway
Life Storage
Lawrenceville Hand Properties, LLC

1. Storage units shall not be used for manufacturing, retail or wholesale, office, or other businesses or service use.
2. Storage units shall not be used for human habitation.
3. Access to all internal storage units shall be from the interior of the main building. No access to an internal storage unit shall lead directly to the exterior of the building.
4. Outdoor speakers or sound amplification systems shall be prohibited.
5. The facility shall provide adequate loading and unloading areas which shall be outside of all designated and required parking spaces, all travel lanes, and all fire lanes.
6. Outdoor storage shall be located in the parking areas shown on the site plan submitted with the Application for Change in Conditions. Storage for boats shall be located on the striped side yard parking areas in the area adjacent to the building behind the brick wall. Storage for RV's shall be limited to the rear of the building. Vehicles may be parked in any striped space.
7. A solid brick wall (a minimum length of 10 feet) that matches the existing brick face shall be maintained on the northern side of the building as shown on the site plan presented to the City Council at the Regular Meeting on May 6, 2019.
8. Landscaping enhancements shall be installed in accordance with the Landscaping Plan submitted by the Applicant with the Application for Change in Conditions.

Type: DEED Book: 55248 Page: 00111

BK55248 PG0111

EXHIBIT A**LEGAL DESCRIPTION****PARCEL ONE:**

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 148 OF THE 5th DISTRICT OF GWINNETT COUNTY, GEORGIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT A POINT LOCATED AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 (A 90-FOOT RIGHT-OF-WAY AT SUCH POINT) WITH THE CENTER LINE OF APPLEWOOD DRIVE; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 THE FOLLOWING COURSES AND DISTANCES: SOUTH 25° 28' 24" EAST 324.47 FEET TO A POINT; NORTH 64° 15' 58" EAST 5.00 FEET TO A POINT; AND SOUTH 25° 30' 29" EAST 515.02 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING NORTH 61° 10' 32" EAST 252.74 FEET TO A 4" CONCRETE MONUMENT FOUND; THENCE RUNNING NORTH 62° 20' 30" EAST 3.34 FEET TO AN IRON PIN FOUND, SAID IRON PIN BEING THE TRUE POINT OF BEGINNING; FROM THE TRUE POINT OF BEGINNING AS THUS ESTABLISHED, THENCE RUNNING NORTH 62° 20' 30" EAST 955.71 FEET TO A 4" CONCRETE MONUMENT FOUND; THENCE RUNNING SOUTH 26° 36' 49" EAST 494.34 FEET TO AN IRON PIN FOUND (1/2" PIPE); THENCE RUNNING SOUTH 61° 42' 15" WEST 640.07 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 24° 48' 00" EAST 74.39 FEET TO AN IRON PIN FOUND; THENCE RUNNING SOUTH 61° 46' 30" WEST 330.59 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 62° 02' 02" WEST 250.01 FEET TO AN IRON PIN SET LOCATED ON SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 NORTH 25° 30' 29" WEST 69.29 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING NORTH 67° 54' 16" EAST 21.35 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 25° 30' 29" WEST 7.90 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 62° 02' 02" EAST 413.51 FEET TO AN IRON PIN FOUND; THENCE RUNNING NORTH 25° 24' 38" WEST 150.01 FEET TO AN IRON PIN FOUND; THENCE RUNNING SOUTH 62° 06' 28" WEST 161.48 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 28° 17' 45" WEST 101.35 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 47.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 66.47 FEET BEARING NORTH 73° 17' 45" WEST, A DISTANCE OF 73.83 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 61° 42' 15" WEST 25.16 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 297.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 60.58 FEET BEARING SOUTH 55° 51' 37" WEST, A DISTANCE OF 60.68 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 50° 00' 59" WEST 3.77 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 252.77 FOOT RADIUS CURVE TO THE RIGHT, SAID CURVE HAVING A CHORD OF 63.62 FEET BEARING SOUTH 57° 15' 15" WEST, A DISTANCE OF 63.79 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 64° 28' 35" WEST 43.61 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 27.50 FOOT

*Limited Warranty Deed**Exhibit A-Page 1*

CIC2020-00006

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BK 55248 PG 0112

RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 25.04 FEET BEARING SOUTH 37° 24' 31" WEST, A DISTANCE OF 25.99 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 25° 30' 29" EAST 126.52 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 62° 06' 28" WEST 1.50 FEET TO AN IRON PIN SET LOCATED ON SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20; THENCE RUNNING ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 NORTH 25° 30' 29" WEST 265.23 FEET TO AN IRON PIN SET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF GEORGIA S.R. 20 AND RUNNING SOUTH 38° 50' 11" EAST 6.51 FEET TO AN IRON PIN SET; THENCE RUNNING SOUTH 25° 30' 29" EAST 26.23 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 72.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 85.19 FEET BEARING SOUTH 82° 01' 28" EAST, A DISTANCE OF 91.15 FEET TO A POINT; THENCE RUNNING NORTH 61° 41' 48" EAST 144.59 FEET TO AN IRON PIN SET; THENCE RUNNING ALONG A 47.00 FOOT RADIUS CURVE TO THE LEFT, SAID CURVE HAVING A CHORD OF 66.47 FEET BEARING NORTH 16° 42' 15" EAST, A DISTANCE OF 73.82 FEET TO AN IRON PIN SET; THENCE RUNNING NORTH 28° 17' 45" WEST 122.94 FEET TO AN IRON PIN FOUND AND THE TRUE POINT OF BEGINNING.

SAID PARCEL OF LAND IS SHOWN AS "PUBLIX TRACT" (10.33 ACRES), "DRIVE 1" (12,878 SQUARE FEET), "DRIVE 2" (43,203 SQUARE FEET), AND "TRACT 3" (393 SQUARE FEET) ON THAT CERTAIN SURVEY ENTITLED "DEVELOPMENT SURVEY OF GWINNETT SQUARE FOR GWINNETT SQUARE PARTNERS, BARNETT BANK OF SOUTHWEST GEORGIA, JEFFERSON-PILOT LIFE INSURANCE COMPANY, BANK SOUTH, N.A., PUBLIX SUPER MARKETS, INC., AND TICOR TITLE INSURANCE COMPANY" DATED JULY 28, 1993, BEARING THE CERTIFICATION AND SEAL OF LARRY W. GROGAN, GEORGIA REGISTERED LAND SURVEYOR NO. 1649, JOB NO. 92227-05, AND RECORDED IN PLAT BOOK 59, PAGE 204, GWINNETT COUNTY, GEORGIA RECORDS.

PARCEL TWO:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND lying and being in Land Lot 148 of the 5th District, Gwinnett County, Georgia, and being more particularly described as follows:

To find the POINT OF BEGINNING commence at the point located at the intersection of the easterly right-of-way line of Georgia S.R. 20 (a 90 foot right-of-way at such point) with the centerline of Applewood Drive; thence running along said easterly right-of-way line of Georgia S. R. 20 the following courses and distances: South 25° 28' 24" East 324.47 feet to a point; North 64° 15' 58" East 5.00 feet to a point; and South 25° 30' 29" East 515.02 feet to an iron pin set; thence leaving said easterly right-of-way line of Georgia S. R. 20 and running North 61° 10' 32" East 165 feet to a point; said point also being located South 37° 03' 12" East a distance of 847.07 feet from the intersection of the easterly right-of-way line of Georgia S.R. 20 and the centerline of Applewood Drive: said point being the POINT OF BEGINNING: from the POINT OF BEGINNING as thus established run North 61° 10' 32" East a distance of 87.74 feet to a point; thence continue North 62° 20' 30" East a distance of 3.34 feet to a point; thence South 28° 17' 45" East a distance of 122.94 feet to a point; thence along the arc of a curve to the right an arc distance of 73.83 feet, said arc having a radius of 47.00 feet and being subtended by a chord bearing South 16° 42' 15" West a chord distance of 66.47 feet, to a point; thence South 61° 41' 48" West a

*Limited Warranty Deed**Exhibit A-Page 2*

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BK 55248 PG 0113

distance of 42.52 feet to a point; thence North 28° 49' 28" West a distance of 169.18 feet to a point; said point being the POINT OF BEGINNING.

All as shown as 0.34 acres on that certain survey for GWINNETT SQUARE PARTNERS, prepared by Larry W. Grogan, bearing the seal and certification of Larry W. Grogan, Georgia Registered Land Surveyor Number 1649, dated May 6, 1996.

EASEMENT TRACT:

TOGETHER WITH EASEMENTS CONTAINED IN THE CERTAIN DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS BY GWINNETT SQUARE PARTNERS, DATED AUGUST 12, 1993, FILED FOR RECORD AUGUST 17, 1993 AND RECORDED IN DEED BOOK 9197, PAGE 100, GWINNETT COUNTY, GEORGIA RECORDS.



23.

*The City of Lawrenceville
Planning & Development*

Location Map and
Surrounding Zoning
File # CIC2020-00006

Applicant:
**Lawrenceville Hand
Properties, LLC**

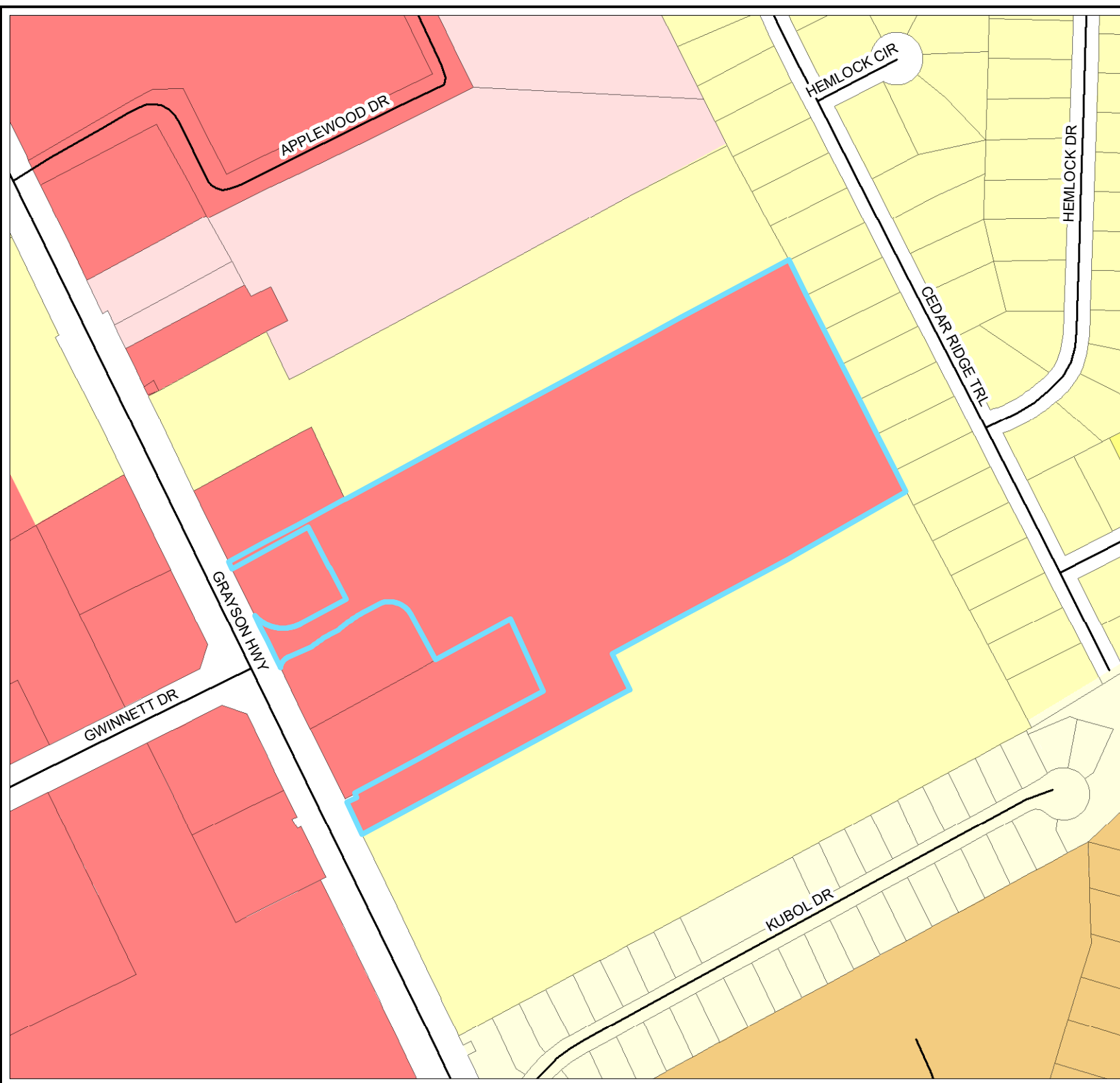
Legend

-  Subject Property
-  Parcels
-  Roads



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*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning**
File # CIC2020-00006

Applicant:
**Lawrenceville Hand
Properties, LLC**

Legend

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Zoning Districts

- BG General Business
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- RM-12 Multifamily Residential
- RS180 Single-Family Residence
- RS150 Single-Family Residence
- RS60 Single-Family Residence





LAWRENCEVILLE

GEORGIA

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

Item: CIC2020-00004; Najeeb Eshai; 125 Park Access Drive

Department: Planning and Development

Date of Meeting: Wednesday, December 16, 2020

Presented By: Todd Hargrave

Department Recommendation: **DENIAL**

Planning Commission Recommendation: **Approval with Planning Commission recommended conditions.**

Summary: The applicant requests a Change in Conditions to the previously approved Special Use Permit SUP2020-00021 which allowed an automobile repair shop; the applicant would like to add the use of automobile and truck sales.

Attachments/Exhibits:

- CIC2020-00004 Report
- CIC2020-00004 Planning and Development Recommendations
- CIC2020-00004 Planning Commission Recommendations
- CIC2020-00004 Aerial Map
- CIC2020-00004 Zoning Map
- CIC2020-00004 Attachments

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE IN CONDITIONS REPORT

CASE NUMBER	CIC2020-00004
APPLICANT	NAJEEB ESHAI
CONTACT	JEFF MCMULLEN
PHONE NUMBER	404.816.1600
ZONING CHANGE	-
LOCATION	125 PARK ACCESS DRIVE
PARCEL ID	R7011 089
ACREAGE	1.4
PROPOSED DEVELOPMENT	CHANGE IN CONDITIONS TO ALLOW AUTOMOBOILE AND TRUCK SALES
DEPARTMENT RECOMMENDATION	DENIAL

ZONING HISTORY:

The property has been zoned BG (General Business District) since 1987. In 2019, the property was granted a Special Use Permit to allow automobile repair and associated outdoor storage.

PROJECT DATA:

The applicant is requesting a Change in Conditions to the previously approved Special Use Permit (SUP2019-00021) that allows automobile repair and associated outdoor storage of customer vehicles overnight. The property is a 1.4-acre parcel and it is located along the southern right-of-way of Park Access Drive; south of Highway 316, east of Collins Hill Road. The property is currently developed with one building and associated driveways and parking. The conditions currently read as follows:

Approval of Special Use permit for automobile repair shops, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:
 1. The property shall have a 15-foot wide landscape strip along the right-of-way fronting Park Access Drive except for ingress and egress in compliance with Article VIII of the

Development Regulations and subject to review and approval by the Director of Planning and Development.

2. Parking in the front of the property shall be restricted to customer parking only. All vehicles in need of service or awaiting customer pickup overnight shall be kept in the sides and rear of the property screened from view from Park Access Drive by the installation of an 8-foot tall opaque fence at the front of the building. Fence placement and materials shall be subject to review and approval by the Director of Planning and Development.
3. All vehicles must be parked in striped designated spaces and all required access aisles must remain open.
4. Landscaping shall be utilized to soften the appearance of the fence subject to review and approval by the Director of Planning and Development.
5. Under no circumstances shall the owner or occupant of the property keep any junk, scrap, metal, rags, paper, abandoned, wrecked, or junked or scrap material or any parts thereof.
6. All loading and unloading of vehicles in need of service shall occur in the rear/screened portions of the property.
7. No work on vehicles is to be conducted outside.
8. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
9. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
10. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
11. Outdoor storage of any items and/or materials unrelated to the Special Use shall be prohibited.
12. Dumpsters shall be restricted to the rear of the property.

13. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
14. Sign twirling is prohibited on the property.
15. 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.

The applicant proposes to amend the approval for automobile repair and related outdoor storage to include automobile and truck sales.

The applicant is proposing to use the existing property, structure and associated parking with no changes to the site. The applicant intends to continue to utilize a fenced portion of the existing parking lot for outdoor storage. Per the letter of intent, the applicant plans to use 16 parking spaces in the front of the property for the automobile and trucks that would be for sale. Based on the square footage of the building, 28 parking spaces are required. According to the survey provided by the applicant, there are currently 63 total parking spaces, two of which are reserved for handicap parking.

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the College Corridor Character Area. The vision for the College Corridor character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher density development and green space. It will also have services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown. The proposed request to include automobile and truck sales could be incompatible with the intent of the 2040 Comprehensive Plan, due to the City Council setting a precedent to have automobile sales on the Buford Corridor.

Nearby properties along Park Access Drive and Lyle Circle are developed with commercial and institutional uses. To the east is a BG zoned property, with an approved Special Use Permit (SU-16-11) allowing auto body repair. To the south is a BG zoned property, currently used as a multi-tenant commercial building. To the west are BG zoned properties used for civic, commercial/retail and institutional uses.

In conclusion, the request for a Change in Conditions may not be compatible with the surrounding area and accessibility to the property for this type of use may not be appropriate. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of this request.

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

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

In 2018, the subject property was cited for illegal overnight parking of a semi-trailer truck, trash, and a vacant/abandoned sign.

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

1. **Will the Special Use Permit proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *If properly conditioned, auto sales may not be consistent with adjacent properties.*
2. **Will the Special Use Permit proposal adversely affect the existing use or usability of adjacent or nearby property?** *No.*
3. **Does the property to be affected by the Special Use Permit proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Special Use Permit proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Special Use Permit proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *if properly conditioned, any adverse impacts may be mitigated.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use Permit proposal?** *The City Council has decided automobile sales to be limited to Buford Drive.*

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

Additions in **BOLD**

Deletions in STRIKETHROUGH

CIC2020-00004

SUP2019-00021:

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

Approval of Special Use permit for automobile repair and **associated outdoor storage, to include automobile and truck sales**, subject to the following enumerated conditions:

1. The property shall have a 15-foot wide landscape strip along the right-of-way fronting Park Access Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to review and approval by the Director of Planning and Development.
2. ~~Parking in the front of the property shall be restricted to customer parking only.~~
Parking in the front of the property for inventory shall be limited to eight parking spaces, the remaining eight parking spaces shall be designated for customer parking only. All vehicles in need of service or awaiting customer pickup overnight shall be kept in the sides and rear of the property screened from view from Park Access Drive by the installation of an 8-foot tall opaque fence at the front of the building. Fence placement and materials shall be subject to review and approval by the Director of Planning and Development.
3. All vehicles must be parked in striped designated spaces and all required access aisles must remain open.
4. Landscaping shall be utilized to soften the appearance of the fence subject to review and approval by the Director of Planning and Development.
5. Under no circumstances shall the owner or occupant of the property keep any junk, scrap, metal, rags, paper, abandoned, wrecked, or junked or scrap material or any parts thereof.
6. All loading and unloading of vehicles in need of service shall occur in the rear/screened portions of the property.

7. No work on vehicles is to be conducted outside.
8. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
9. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
10. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
11. Outdoor storage of any items and/or materials unrelated to the Special Use shall be prohibited.
12. Dumpsters shall be restricted to the rear of the property.
13. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
14. Sign twirling is prohibited on the property.
15. The Special Use Permit shall be valid for a two-year period, at which time the use shall cease or an application shall be made for renewal of the Special Use Permit.

PLANNING COMMISSION (PC)
PC RECOMMENDED CONDITIONS - 12072020

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

CIC2020-00004

SUP2019-00021:

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

Approval of Special Use permit for automobile repair and associated outdoor storage, to include automobile and truck sales, subject to the following enumerated conditions:

1. **Automobile and trucks sales shall be limited to Car Collection of Atlanta, LLC (Company) only. The total number of vehicles for sale at any given moment shall be limited to eight company owned vehicles.**
2. The property shall have a 15-foot wide landscape strip along the right-of-way fronting Park Access Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to review and approval by the Director of Planning and Development.
3. ~~Parking in the front of the property shall be restricted to customer parking only.~~ Parking in the front of the property for inventory shall be limited to eight parking spaces; the remaining eight parking spaces shall be designated for customer parking only. All vehicles in need of service or awaiting customer pickup overnight shall be kept in the sides and rear of the property screened from view from Park Access Drive by the installation of an 8-foot tall opaque fence at the front of the building. Fence placement and materials shall be subject to review and approval by the Director of Planning and Development.
4. All vehicles must be parked in striped designated spaces and all required access aisles must remain open.
5. Landscaping shall be utilized to soften the appearance of the fence subject to review and approval by the Director of Planning and Development.
6. Under no circumstances shall the owner or occupant of the property keep any junk, scrap, metal, rags, paper, abandoned, wrecked, or junked or scrap material or any parts thereof.

7. All loading and unloading of vehicles in need of service shall occur in the rear/screened portions of the property.
8. No work on vehicles is to be conducted outside.
9. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers, or sign walkers shall be prohibited.
10. Lighting shall be contained in cut-off type luminaries and shall be directed toward the property so as not to shine directly into adjacent properties or right-of-ways.
11. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
12. Outdoor storage of any items and/or materials unrelated to the Special Use shall be prohibited.
13. Dumpsters shall be restricted to the rear of the property.
14. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
15. Sign twirling is prohibited on the property.
16. 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.



24.

*The City of Lawrenceville
Planning & Development*

**Aerial Map and
Surrounding Area**
File # CIC2020-00004

Applicant:
Najeeb Eshai

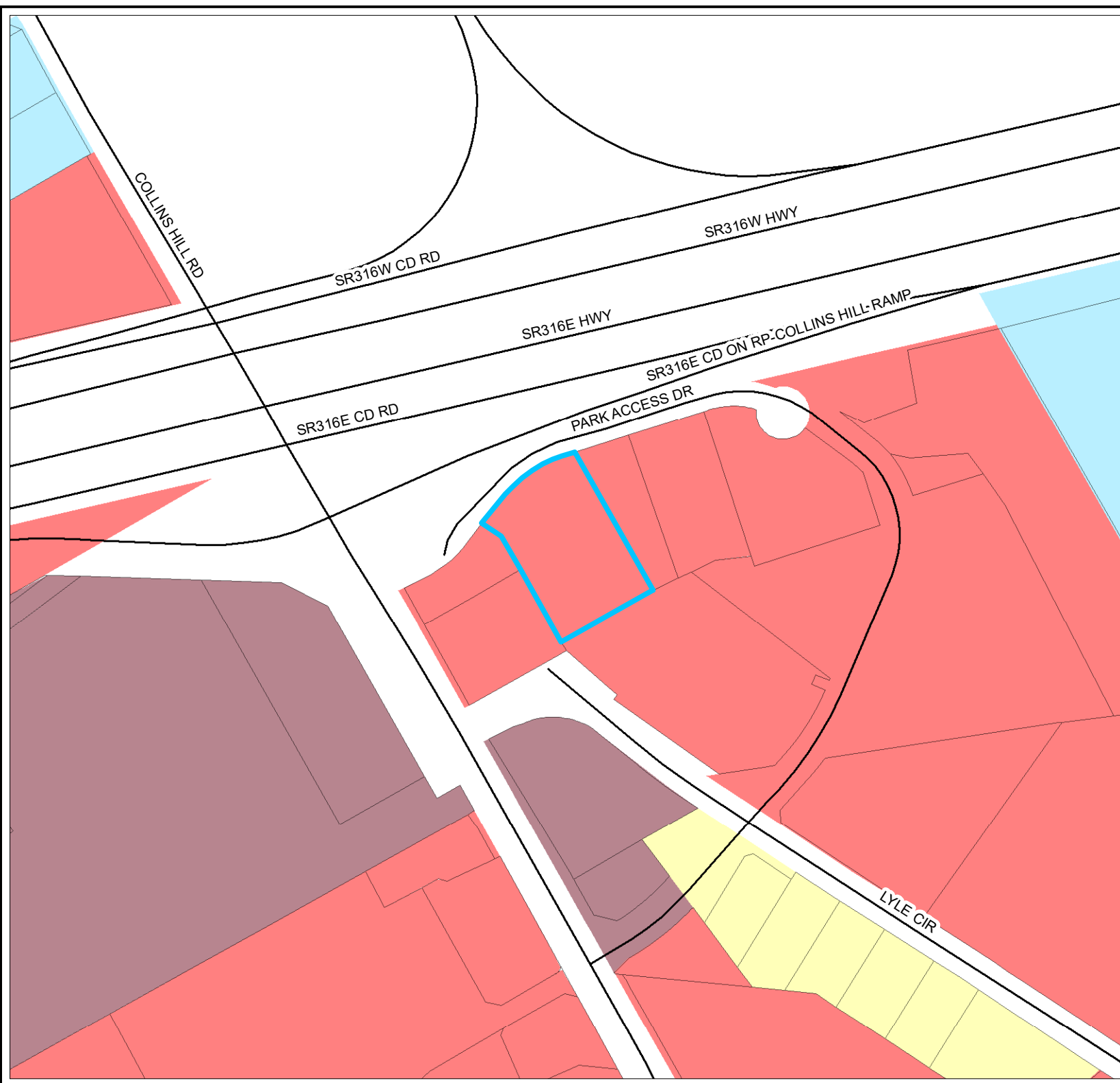
Legend

-  Subject Property
-  Parcels
-  Roads



0 75 150

Page 121



24.

*The City of Lawrenceville
Planning & Development*

**Location Map and
Surrounding Zoning**
File # CIC2020-00004

Applicant:
Najeeb Eshai

Legend

Subject Property

Parcels

Roads

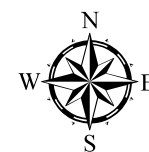
Zoning Districts

BG General Business

HSB Highway Service Business

LM Light Manufacturing

RS150 Single-Family Residence



0 75 150

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LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Najeeb Eshai</u>	NAME: <u>Car Collection of Atlanta, LLC</u>
ADDRESS: <u>2750 Perimeter Parkway, Suite 900</u>	ADDRESS: <u>2750 Perimeter Parkway, Suite 900</u>
CITY: <u>Duluth</u>	CITY: <u>Duluth</u>
STATE: <u>GA</u> ZIP: <u>30097</u>	STATE: <u>GA</u> ZIP: <u>30097</u>
PHONE: <u>262-814-0000</u>	PHONE: <u>262-814-0000</u>
CONTACT PERSON: <u>Najeeb Eshai</u> PHONE: _____	
CONTACT'S E-MAIL: <u>eshai@yahoo.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: _____	
PARCEL NUMBER(S): <u>R7011089</u>	
ADDRESS OF PROPERTY: <u>125 Park Access, Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>Used Automotive/Truck Sales</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

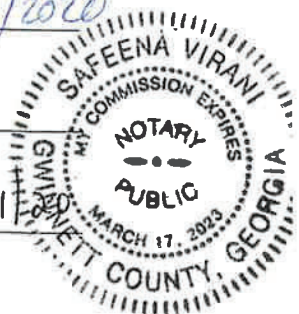
TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

DATE

NOTARY PUBLIC

DATE





Richard Bowers & Co.
Real Estate

24.

LETTER OF INTENT APPLICATION and FOR SPECIAL USE PERMIT

125 Park Access. Lawrenceville, GA 30046

Richard Bowers & Company submits this Letter of Intent and attached Rezoning and Special Use Permit Application on behalf of Car Collection of Atlanta, LLC (the "Applicant") to request a Special Use Permit for the Applicants 1.4 Acre tract (the "Property") that faces North to Hwy 316, just East of Collins Hill Road and North of Hurricane Shoals.

The Property is immediately surrounded by BG Zoned properties with LM, HS 13 and undeveloped RS 150 Land. Graphic attached

The Property is currently zoned BG and through SUP2019-00021 granted in November 2019 with the approval of the Planning Commission, Mayor and City Council were granted the ability to additionally repair vehicles on site.

The Applicant would now like to add to the Conditional Use for the Owner to allow under a Special Use Permit to include Automotive Sales.

Applicant has erected a Privacy Fence on all sides of the building with operation entrance / exit gates for vehicle access and privacy. Sample Picture attached.

A limited number of 16 vehicles will be parked in front of the Premises that are For Sale.

The Applicant and its representatives welcome the opportunity to further meet with staff or council to address any concerns, answer any questions relating to the matters set forth in the LOI.

We respectfully request your approval of this Application.

Submitted October 1, 2020

Richard Bowers & Company
260 Peachtree St, Suite 2400
Atlanta, GA 30303

Jeff McMullen

Applicants Broker

770-380-6538, Cell



BK41510PG0206

EXHIBIT ALEGAL DESCRIPTION

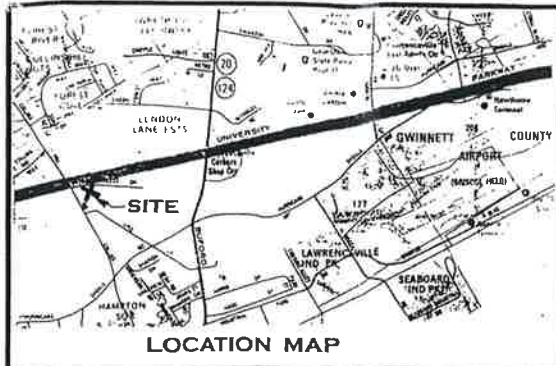
ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 11 of the 7th District of Gwinnett County, City of Lawrenceville, Georgia and being more particularly described as follows:

BEGINNING at a ½ inch rebar found on the southeasterly right-of-way line of Park Access Drive (having a 60 foot right-of-way) located 211.13 feet northeasterly as measured along the southeasterly right-of-way line of last said road from the intersection formed by the southeasterly right-of-way line of last said road with the northeasterly right-of-way line of Collins Hill Road (having an 80 foot right-of-way); thence running northeasterly along the southerly right-of-way line of said Park Access Drive: North 36 degrees, 49 minutes and 57 seconds East for a distance of 64.53 feet to a point; thence 132.47 feet along an arc of a curve to the right having a radius of 220.00 feet, which arc is subtended by a chord bearing and distance of North 54 degrees, 15 minutes and 00 second East 130.48 feet to a point; thence North 71 degrees, 30 minutes and 00 second East for a distance of 28.47 feet to a ½ inch rebar found; thence leaving the southeasterly right-of-way line of last said road and running South 30 degrees, 37 minutes and 00 second East for a distance of 301.83 feet to a ½ inch rebar found; thence South 59 degrees, 23 minutes and 46 seconds West for a distance of 199.80 feet to a ½ inch rebar found; thence North 30 degrees, 37 minutes and 00 second West for a distance of 229.00 feet to a ½ inch rebar set; thence North 53 degrees, 10 minutes and 14 seconds West for a distance of 45.84 feet to the ½ inch rebar found located at the POINT OF BEGINNING, containing 61,097 square feet (1.4026 acres) of land and being improved property known as 125 Park Access Drive according to the present system of numbering in Gwinnett County, City of Lawrenceville, Georgia.

ALL AS SHOWN on that certain survey entitled "ALTA/ACSM Land Title Survey for Pavilion NTB-Lawrenceville, LLC; Fidelity National Title Insurance Company; First Charter Bank, its Successors and Assigns; NTW Incorporated; and Schwarzberg & Associates," dated September 24, 2004, which survey is incorporated herein by reference and made a part hereof.

C:\915405v2\16477\00103

CIC 1020-00001



EXCEPTION (11)
GWINNETT COUNTY EASEMENT
15'X30' AREA FOR INSTALLATION &
MAINTENANCE OF WATER METERING
DEVICES & NECESSARY APPURTENANCES
(DEED BOOK 5555, PAGE 311)

LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 11 of the 7th District of Gwinnett County, City of Lawrenceville, Georgia and being more particularly described as follows:

BEGINNING at a 1/4 inch rebar found on the southeasterly right-of-way line of Park Access Drive (having a 60 foot right-of-way) located 211.13 feet northeasterly as measured along the southeasterly right-of-way line of last said road from the intersection formed by the southeasterly right-of-way line of last said road with the northeasterly right-of-way line of Collins Hill Road (having an 80 foot right-of-way); thence running northeasterly along the southeasterly right-of-way line of said Park Access Drive: North 36 degrees, 49 minutes and 57 seconds East for a distance of 64.53 feet to a point; thence 132.47 feet along an arc of a curve to the right having a radius of 220.00 feet, which arc is subtended by a chord bearing and distance of North 54 degrees, 15 minutes and 00 second East 130.48 feet to a point; thence North 71 degrees, 30 minutes and 00 second East for a distance of 28.47 feet to a 1/4 inch rebar found; thence leaving the southeasterly right-of-way line of last said road and running South 30 degrees, 37 minutes and 00 second East for a distance of 301.83 feet to a 1/4 inch rebar found; thence South 59 degrees, 23 minutes and 46 seconds West for a distance of 199.80 feet to a 1/4 inch rebar found; thence North 30 degrees, 37 minutes and 00 second West for a distance of 229.00 feet to a 1/4 inch rebar set; thence North 53 degrees, 10 minutes and 14 seconds West for a distance of 45.84 feet to the 1/4 inch rebar found located at the POINT OF BEGINNING, containing 61,097 square feet (1.4026 acres) of land and being improved property known as 125 Park Access Drive according to the present system of numbering in Gwinnett County, City of Lawrenceville, Georgia.

SURVEYOR'S CERTIFICATION

I, Richard Loo, a registered professional surveyor do hereby certify to Pavilion NTB - Lawrenceville, LLC, Fidelity National Title Insurance Company, and First Charter Bank, its successors and assigns, NTW Incorporated and Schwarzberg & Associates, that this plat of survey represents a true and correct survey made by me on September 23, 2004 of the following described property:

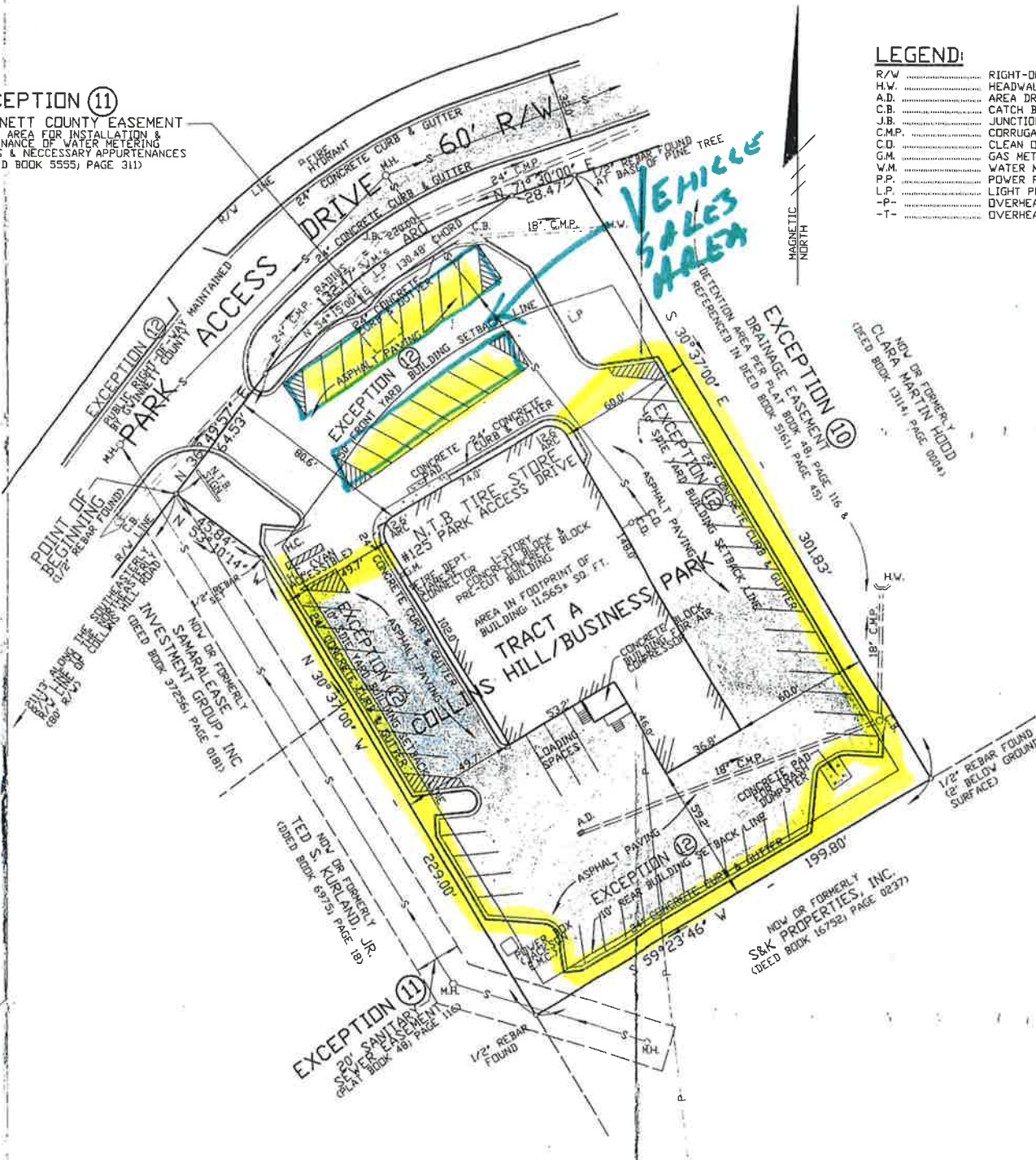
All that tract or parcel of land lying and being in Land Lot 11 of the 7th District of Gwinnett County, City of Lawrenceville, Georgia and being more particularly described as follows:

BEGINNING at a 1/4 inch rebar found on the southeasterly right-of-way line of Park Access Drive (having a 60 foot right-of-way) located 211.13 feet northeasterly as measured along the southeasterly right-of-way line of last said road from the intersection formed by the southeasterly right-of-way line of last said road with the northeasterly right-of-way line of Collins Hill Road (having an 80 foot right-of-way); thence running northeasterly along the southeasterly right-of-way line of said Park Access Drive: North 36 degrees, 49 minutes and 57 seconds East for a distance of 64.53 feet to a point; thence 132.47 feet along an arc of a curve to the right having a radius of 220.00 feet, which arc is subtended by a chord bearing and distance of North 54 degrees, 15 minutes and 00 second East 130.48 feet to a point; thence North 71 degrees, 30 minutes and 00 second East for a distance of 28.47 feet to a 1/4 inch rebar found; thence leaving the southeasterly right-of-way line of last said road and running South 30 degrees, 37 minutes and 00 second East for a distance of 301.83 feet to a 1/4 inch rebar found; thence South 59 degrees, 23 minutes and 46 seconds West for a distance of 199.80 feet to a 1/4 inch rebar found; thence North 30 degrees, 37 minutes and 00 second West for a distance of 229.00 feet to a 1/4 inch rebar set; thence North 53 degrees, 10 minutes and 14 seconds West for a distance of 45.84 feet to the 1/4 inch rebar found located at the POINT OF BEGINNING, containing 61,097 square feet (1.4026 acres) of land and being improved property known as 125 Park Access Drive according to the present system of numbering in Gwinnett County, City of Lawrenceville, Georgia.

The undersigned further hereby certifies to Pavilion NTB - Lawrenceville, LLC, Fidelity National Title Insurance Company, and First Charter Bank, its successors and assigns, NTW Incorporated and Schwarzberg & Associates, as of September 24, 2004 that the foregoing survey correctly shows (i) the location of all buildings, structures and other improvements situated on the above described, and that, except as shown, there are no visible or recorded easements or rights of way across said premises or any other easements or rights of way of which the undersigned has been advised, no party walls, no encroachments on adjoining premises, easements, streets or alleys by any of said buildings, structures or other improvements, and no encroachments on said premises by buildings, structures or other improvements situated on adjoining premises; (ii) the courses and measured distances of the exterior property lines of the premises and any easements located on or affecting said premises; (iii) the location and number of parking spaces and the total square foot area of the said premises and any easements located on or affecting the said premises; (iv) the dimensions of all improvements on the said premises at ground surface level and the distance therefrom to the nearest facing exterior property lines of the said premises; and (v) the scale, the north direction, the beginning point, the distance to the nearest intersecting street and point of reference from which the premises are measured, the width of the street or streets on which the premises abut, the lot and block number shown on any field map to which reference is made in the legal description of the premises together with the filing date of such map, and an accurate reference to the real estate records of Gwinnett County, Georgia identifying all easements of record crossing or affecting the said premises. The undersigned further certifies that all streets abutting the said premises and all means of ingress and egress for the said premises have been completed, dedicated and accepted for public maintenance by City of Lawrenceville, County of Gwinnett. Except as shown, there are no building set-back lines.

This Survey is made in accordance with the 1989 "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by American Land Title Association ("ALTA"), American Congress on Surveying and Mapping ("ACSM"), and National Society of Professional Surveyors ("NSPS") and meets the requirements of an Urban Survey, as defined in the current accuracy standards jointly adopted by ALTA, ACSM and NSPS and includes Items 1, 2, 3, 4, 6, 7a, 7b(1), 7b(2), 9, 9.10, 11, 13 and 14 of Table A thereof.

Richard Loo, Registered Land Surveyor No. 2129
Date: NOV. 4, 2004



LEGEND:

R/W	RIGHT-OF-WAY
H.W.	HEADWALL
A.D.	AREA DRAIN
C.B.	CATCH BASIN
J.B.	JUNCTION BOX
C.M.P.	CORRUGATED METAL PIPE
C.D.	CLEAN OUT
G.M.	GAS METER
W.M.	WATER METER
P.P.	POWER POLE
L.P.	LIGHT POLE
-P-	OVERHEAD POWER LINE
-T-	OVERHEAD TELEPHONE LINE

AREA OF TRACT:
61,097 SQ. FT.
(1.4026 ACRES)

SUBJECT PROPERTY ZONED "BG"
(BUSINESS GENERAL) PER CITY
OF LAWRENCEVILLE

PARKING:
63 TOTAL PARKING SPACES FOUND ON PREMISES
(47 TOTAL REQUIRED PARKING SPACES FOR PREMISES) 1 SPACE PER EACH 250 SQ. FT. OF GROSS SPACE (11,565/250 = 46.3)
2 HANDICAP PARKING SPACES FOUND ON PREMISES
(3 REQUIRED HANDICAP PARKING SPACES FOR PREMISES PER GWINNETT COUNTY FIRE MARSHAL)

ALTA/ACSM LAND TITLE SURVEY FOR
PAVILION NTB - LAWRENCEVILLE, LLC;
FIDELITY NATIONAL TITLE INSURANCE COMPANY;
FIRST CHARTER BANK, ITS SUCCESSORS AND
ASSIGNS; NTW INCORPORATED; AND
SCHWARZBERG & ASSOCIATES

LAND LOT 11 7TH DISTRICT
CITY OF LAWRENCEVILLE, GWINNETT COUNTY, GEORGIA
SCALE: 1" = 30'
SEPTEMBER 24, 2004
REVISED OCTOBER 27, 2004; NOV. 4, 2004
SURVEY BY
LOO-TURLEY & ASSOCIATES, P.C.
4151 MEMORIAL DRIVE SUITE 206-F
DECATUR, GEORGIA 30032 (404) 501-9300



RECEIVED
OCT 10 2004

- NOTES:**
- ACCORDING TO THE FLOOD INSURANCE RATE MAP OF GWINNETT COUNTY, GEORGIA COMMUNITY-PANEL NUMBER 130322 (0205C) REVISED DATE OF MAY 4, 1992; THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN).
 - LOO-TURLEY & ASSOCIATES, P.C. DOES NOT CERTIFY TO THE CORRECTNESS, ACCURACY, EXISTENCE, NON-EXISTENCE, SIZE, TYPE OF ANY UNDERGROUND UTILITIES SHOWN OR SHOWN HEREON. ALL UTILITIES (GAS, WATER, POWER, TELEPHONE, ETC.) ARE AVAILABLE AND PRESENTLY SERVE SUBJECT PROPERTY.
 - THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE OF ONE FOOT IN 20,000+ FEET AND ANGULAR ERROR OF 2 SECONDS PER ANGLE POINT, AND WAS ADJUSTED THE COMPASS RULE.
 - THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000+ FEET.
 - A KERN DK24T ONE SECOND THEODOLITE AND A TOPCON DM-2 ELECTRONIC DISTANCE METER WERE USED TO OBTAIN THE ANGULAR AND LINEAR MEASUREMENTS FOR THIS SURVEY.



24.

*The City of Lawrenceville
Planning & Development*

**Aerial Map and
Surrounding Area**
File # CIC2020-00004

Applicant:
Najeeb Eshai

Legend

-  Subject Property
-  Parcels
-  Roads



0 75 150

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The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # CIC2020-00004

Applicant:
Najeeb Eshai

Legend

Subject Property

Parcels

Roads

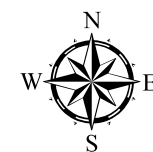
Zoning Districts

BG General Business

HSB Highway Service Business

LM Light Manufacturing

RS150 Single-Family Residence



0 75 150

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 16, 2020

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Contract with Blue Line Solutions for Automated Speed Enforcement Cameras with Flock Safety Cameras in School Zones
Department:	Police Department
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$0.00 (There is a 65/35% Revenue Share from Paid Citations, Therefore, it is Violator Funded)
Presented By:	Captain Tawnya Gilovanni
Action Requested:	Authorization for the Mayor to Execute Contracts upon Review and Approval of the City Attorney To Approve an Annual Contract with Blue Line Solutions for the Installation of Automated Speed Cameras with Flock Safety Cameras in School Zones within the City Limits

Summary: This request is to approve the installation of automated speed enforcement cameras with Flock Safety cameras to be placed in 8 school zones inside the City, and to also enter into an annual contract for the systems at no cost to the City.

Background: The automated speed enforcement cameras with Flock Safety cameras would be placed in school zones inside the City limits to reduce speeds in the school zone in an effort to reduce traffic crashes and the severity of injuries sustained in those crashes, and to provide LPR data to officers. Speed data has shown that a significant speeding problem exists in every school zone, with as many as 95% of vehicles exceeding the speed limit by at least 10 miles per hour during school zone times.

Fiscal Impact: No cost to the City, the City will receive 65% of the revenue generated by paid citations.

Attachments/Exhibits:

BLUE LINE SOLUTIONS

Automated School Zone Photo Speed Program

- Blue Line Solutions LLC (BLS) has been in business for 10 years working with agencies in Georgia, Ohio, Louisiana, and Iowa to slow traffic and lessen the chance of a serious injury or fatal crash.
- Our CEO Mark Hutchinson and VP of Sales Cam Reed have a law enforcement background and have both worked for the Georgia Governor's Office of Highway Safety as the Law Enforcement Coordinator.
- We take the same approach in our program that we did a GOHS: educate the public through a large public information and education campaign and then perform enforcement activities (much like Click-It Or Ticket, Drive Sober or Get Pulled Over, etc.).
- There is no cost to the City as we do a revenue share from the paid citations, so it is essentially a violator funded program.
- Our office processes the citations and will "spoil" all unreadable tags, public safety vehicles (unless otherwise notified), and then sends them to the Police Department for a final review where they may "spoil" undercover officers, etc.
- The Police Department has total control over the program
- BLS personnel will provide court docket and court packets for all contested citations

What sets us apart from the other companies that do photo speed:

- We utilize LIDAR (laser) where other companies use radar. LIDAR is much more court defensible and is 100% accurate.
 - We use DragonEye Technologies system, located in Norcross, GA
 - Our cameras are 10' – 14' high. The competitors are 3' – 6' high and can be vandalized easily
- We conduct a 5 day speed study vs. 1 day speed study like other companies
 - Provides better data for measurement of program effectiveness
 - Conduct a 2nd 5 day study after the warning period to measure the effectiveness of PI&E
 - Conduct 5 day studies every quarter for the first year to document continued success
- Provide ongoing data studies to City, community, and media to show program success and effects on reducing speeding vehicles
- Our program incorporates a significant Public Information & Education component that includes
 - Assisting the city with press releases and/or a press conference
 - Meeting with the PTO/PTA in cooperation with the Police Dept.
 - Development and providing brochures to the school system for dissemination to parents

- Explains the purpose for the program
 - Highlights the chances of children being killed at various speeds if struck by a vehicle
- 5"x7" brochures developed and distributed
 - School Teachers
 - Bus Drivers
- Provide messaging to the city and school system
 - Additional press releases
 - Social media content
 - School Email blasts to parents
- We provide one radar speed sign per automated camera for use in the school zone or park areas (see picture below)
 - Can place them prior to the school zone to advise drivers their speed prior to entering
 - Can utilize them in parks or other areas where children are present
- We provide one ALPR camera per automated camera
 - Can advise law enforcement if a registered sex offender enters the school zone
 - Can advise of stolen cars, wanted individuals, etc. who enter the school zone.

No other company provides all the above-mentioned resources to ensure the public is made aware and educated. We strive to create a program that will reduce the amount of negative feedback and create a positive data flow that proves the program works.



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT made this ____ day of _____ 2020, between **Blue Line Solutions, LLC** (herein "BLS"), and the **City of Lawrenceville** (herein "City"), a City of the State of Georgia.

WHEREAS, BLS has the legal possession and processes, referred to collectively as the "Automated Speed Enforcement System" (herein "ASE System"), and

WHEREAS, City desires to use the ASE System to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider, and has the right, power and authority to execute this Agreement.

NOW THEREFORE, the parties agree:

As used in this Agreement, the following words and terms shall apply:

"Notice of Liability" means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

"Person" or **"persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

"ASE System" means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

"Violation" means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

2. BLS AGREES TO PROVIDE:

The scope of work identified in **Exhibit A**.

3. City AGREES TO PROVIDE:

The scope of work identified in **Exhibit B**.

4. TERMS AND TERMINATION

a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 1 (one) year periods at the sole option of City. Either party may terminate this Agreement at the expiration of any term providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (x) if the City terminates the Agreement prior to the expiration of any term, the City shall pay the applicable costs set forth in Exhibit C; and (y) the City shall not terminate this Agreement without cause in the first year of the term;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds therefore, and the other party fails to cure the default within sixty (60) days after receiving notice.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use its best efforts to continue to process any and all pending and legitimate traffic law violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and notices of violation that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

c. Upon the expiration of any term of this Agreement or in the event that City receives an offer for services substantially related to those provided by BLS or the ASE System, the City shall offer BLS the first right to enter into a new agreement with City prior to signing any agreement with another provider for provision of services substantially similar to those provided by BLS under this Agreement (the "Right of First Refusal"). The Right of First Refusal shall be limited to a three (3) year term from the expiration of this Agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.



5. ASSIGNMENT AND EFFECT OF AGREEMENT

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the City hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with financial institutions or other similar entities. The City hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and assigns as permitted by law.

6. FEES AND PAYMENT

City shall pay BLS for all equipment, services and maintenance based on the Service Fee schedule indicated in **Exhibit C**.

BLS shall collect and accumulate all payments to City on a monthly basis and provide proper payment to City on or before the 15th day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

7. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to City at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of notices of violation or the fulfillment of BLS's obligations to City under this Agreement.

8. CONFIDENTIAL INFORMATION

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.



9. OWNERSHIP OF SYSTEM

It is understood by the City that the ASE System, and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by City. The ASE System is being provided to City only pursuant to the terms of this Agreement. City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE System, nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right, but not the obligation, to remove all equipment provided.

10. INDEMNIFICATION AND INSURANCE

City shall at all times comply with all federal, state and local laws, ordinances and regulations. City acknowledges that they reasonably believe the MPL System, ASE System and associated citation procedures comply with federal, state, and local laws and ordinances. City shall comply with the maintenance procedures and manufacturer recommendations for operation of the MPL System and ASE System equipment.

City shall indemnify and hold harmless BLS against any claims arising from:

- a. Violation of any federal, state and local laws, ordinances and regulations;
- b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;
- c. Any claims as a result of the negligence or willful misconduct of the City, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS;

BLS shall indemnify and hold harmless the City against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

11. LIMITED LIABILITY

Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

12. FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control. Such causes may include but are not limited to, acts of God or the public enemy, terrorism,



significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

13. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail, or by registered mail, and addressed to the proper party at the address set forth in paragraph 21 below.

14. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be followed if necessary by professionally-assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

15. ADDITIONAL SERVICES

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC whether or not associated with the program herein, City authorize BLS to withdraw invoiced amounts on a one time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

16. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision and all remaining provisions of this Agreement shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.



18. AUDIT RIGHTS

Each party shall have the right to audit the records of the other party pertaining to the Citations issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice, at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

19. COVENANT OF FURTHER ASSURANCES

All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instrument and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereto or to carry out the intent of this Agreement.

20. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS and City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

21. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions
Mark Hutchinson, CEO
3903 Volunteer Dr., Suite 400
Chattanooga, TN 37416

Notices to City of Lawrenceville PD
Chief Tim Wallis
300 Jackson St.
Lawrenceville, GA 30046

22. COMPLIANCE WITH LAWS

Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.

**23. STATE LAW TO APPLY**

This Agreement shall be construed under and in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: _____

City OF _____

STATE OF _____

Authorized Signature

Approved and authorized this _____ day of _____, 20____.



Exhibit A

BLS Obligations and Scope of Work

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing notices of liability. Subject to the approval and authorization from City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide the City the ability to view and print an Evidence Package and shall include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the City, and provide reasonable public relations resources to City;
- 7) BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested violations to establish the accuracy and technical operations of the ASE System.
- 8) BLS shall provide City access to an electronic file with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
- 9) BLS shall provide to City a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:
 - i) Total number of violation events.
 - ii) Total number of actionable violation events.
 - iii) Total number of Notices of Liability issued.
 - iv) Total number of Notices of Liability paid.
 - v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.
- 10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.
- 11) BLS will provide (2) radar speed signs per school zone for placement prior to enforcement cameras.



12) BLS will provide an equal amount of ALPR cameras provided by FLOCK SAFETY as the number of ASE Systems under this agreement at no additional charge to the City, and all equipment and software fees due to FLOCK SAFETY will be paid by BLS each year as long as this agreement remains in effect. Additional ALPR systems may be purchased as described in section 15 of this agreement.



Exhibit B

City Obligations and Scope of Work

- 1) City shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Liability approved by City. City hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
- 2) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations;
- 3) City shall provide customary fine collection services for all final dispositions for contested violations. City agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 4) City shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the City indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 6) The City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the ASE System.
- 7) City shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies. City shall ensure all necessary GA DOT permits, as well as, any other necessary permits necessary to erect ASE systems in school zones are secured by school district, City or other government agency. City will be solely responsible for all placement of warning signs in strict compliance with DOT regulations. City shall provide any necessary permits at no cost to BLS.
- 8) City shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, City shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of City for the purposes of accessing vehicle ownership information on behalf of City.
- 10) City will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access electricity hookup, etc. needed. City will obtain all City, state, and City or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System. BLS with written consent may assist with installation at the City's cost.



- 11) City shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.
- 12) City shall not capture infractions with ASE System outside the permitted time according to state statute. This includes early dismissals, snow days, school cancellation, and etc. City will have the ability to turn ASE System off during unpermitted use periods, however, may make a written request for BLS to turn ASE System off during unpermitted time periods.
- 13) City shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements.
- 14) City shall properly reimburse BLS for any damage to the ASE System caused by City, its employees or authorized agents.
- 15) City shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
- 16) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement



Exhibit C Service Fees

The City agrees to the below financial terms:

Revenue of paid Notice of Liability shall be shared between the two parties:

The City's portion shall be **65%** of all paid Notice of Liabilities and BLS's portion shall be **35%** of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & infrastructure. ASE System equipment and installation costs are recovered by BLS in 24 equal monthly installments from net revenue generated and apportioned to BLS from revenue share. In the event the agreement is terminated by the City as allowed by Section 4.A.(i), prior to full recovery of equipment and installation costs, the City will be responsible for the balance. The parties agree the cost of development, implementation, and installation of the ASE System is \$75,000 per installed ASE Camera System, and upon early termination under Section 4.A.(i) the City shall reimburse BLS for such cost of the ASE System used by City. Full payment of all such costs will be due within 30 days after the date of termination.

Fees Charged to Violators

- A credit card convenience fee of \$5.90 to be charged to the violator using a credit/debit card (unless prohibited by state statute) for violation payment. Such convenience fees shall be collected by BLS during payment of violation and shall not be shared with City or included in City's share of Revenue.

**Exhibit D****Number and Locations of ASE System Equipment:**

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by Agency and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

_____ ASE System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date:

Authorized Signature

Date

Blue Line Solutions, LLC Signature

Date



LAWRENCEVILLE

GEORGIA

Requester Name and Title: Tawnya Gilovanni / Uniform Patrol & Special Operations Captian

Note: Requester must be able to defend this justification.

Requester Department: Police Department

Requested Single/Sole Source Supplier:

Company Name Blue Line Solutions LLC
Contact Name Cam Reed
Address 3903 Volunteer Drive, Suite 6-A
City Chattanooga **State** TN **Zip Code** 37416
Phone Number 678-618-4539 **E-mail** creed@BLI360.com

Is the recommended company the manufacturer? ☒ Yes ☐ No

Does the manufacturer sell the brand item(s) through distributors? ☐ Yes ☒ No

**Description of
Product or Service:**

*(if additional
space is needed,
include them in a
separate page)*

LIDAR Based Automated Speed Enforcement Solution for
School Zones utilizing DragonEye Technologies Stationary Per
Lane DragonCam LIDAR

*Describe the full scope of work contemplated including installation if required;
items should include brand, model and part number if applicable;*

Estimated Cost: \$ 0

Annual ☒ **One Time** ☐

Single / Sole Source / Sole Brand Justification

SINGLE / SOLE SOURCE / BRAND SPECIFIC RATIONALE

Explain why the recommended product/company/brand is the only product/company/brand that can meet the requirement. Address the following: Are there any other products/companies that can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended product/company has a significant advantage over any other products/company that can do this job?

It is important to sufficiently address the key reason for awarding an order without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Please refer to the attached document, which describes four (4) distinctive elements that set this product as a sole source.

(if additional space is needed, include them in a separate page)

Complete the following checklist

A specific product/company is the only source of the required product/service because (check all that apply):

☐ Must match existing piece of equipment available only from the same source of original equipment. Provide documentation from supplier supporting that no other supplier can supply this.

☒ **It is not possible to obtain** competitive bids for consideration (i.e., only one source is capable of supplying the goods/service or meeting the requirements). I have attached the pertinent documentation showing what market research was conducted to preclude other brands or vendors from consideration. *In a brief explanation, provide supporting evidence for the conclusion; other sources considered should be listed, along with explanation of why they are unable to meet the requirements.*

(if additional space is needed, include them in a separate page)

Single / Sole Source / Sole Brand Justification

☐ There is a **substantial technical risk** in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process). *In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial technical risk.*

(if additional space is needed, include them in a separate page)

☐ For support effort, there is no reasonable expectation that a meaningful cost or other improvement could be realized over the incumbent contractor's performance (e.g., the chances of another firm winning a competition are clearly remote). *Please provide a brief explanation.*

(if additional space is needed, include them in a separate page)

ACKNOWLEDGEMENT

This section must be completed.

☒ I acknowledge the City's requirements for soliciting competitive bids for purchases and the criteria for justification for Single Source/Sole Source/Sole Brand purchases. I have gathered the required technical information, have made a concerted effort to review comparable/equal products/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.

Signature: T. Gilovanni

Date: 09/21/2020

chuck Warbington
chuck Warbington (Oct 1, 2020 08:54 EDT)



July 23, 2020

Captain Tawnya Gilovanni
Lawrenceville Police Department
300 Jackson St.
Lawrenceville, GA 30046

Dear Captain Gilovanni,

On behalf of Blue Line Solutions, I would like to thank you and the Lawrenceville Police Department for reviewing our school zone automated enforcement program. Our Stationary Per Lane LIDAR (laser) is a proprietary product designed by DragonEye Technology, manufactured in the Norcross, GA, and is solely distributed in the United States by Blue Line Solutions, LLC. It is the only automated LIDAR system of its kind. As described below, there are four (4) distinctive elements that set our technology apart from all others:

Dedicated, Stationary Per Lane Laser

This proprietary true pulsed time of light, laser-based speed measurement system technology utilizes a dedicated laser per vehicle lane allowing more data capture points than any other system, thus returning more accurate speed data.

Accurate laser-based speed measurement systems for law enforcement have been developed, tested and proven since the early 1990s. The core police lidar technology has been a dedicated pulsed laser directed toward one vehicle (one lane) yielding definitive target identification and independently verified speed accuracy of +1,-2 mph (per NHTSA IACP testing). This technology is essentially identical to the DragonCam handheld LIDAR approved by the IACP & NHTSA for use by law enforcement.

High Definition Video with Laser Reticle Showing Exact Point of Speed Measurement

To support the violation data and still images the system shall include a short HD video of the violation event clearing showing the approximate laser beam measuring dimensions in the form of an overlaid graphic (reticle) on the video.



The video clearly shows the vehicle entering the measurement zone and the moment the speed measurement is completed with the laser reticle indicating the measurement point on the vehicle. Such evidence is required to establish confidence that the cited vehicle shown in the violation image is in-fact the vehicle whose speed was measured, and that no other vehicle was included in the laser beam when the measurement was completed.

High Speed, Multi-Image, Exposure Bracketing Technology

In addition to capturing a video with pre-buffer, saving as a AVI file, the system is capable of capturing a minimum of 5 images per violation, in rapid succession: one image at a nominal exposure and the other images at varied higher and lower exposures to ensure an increased probability of vehicle and license plate identification. Examples:



"Burned In" Data Bar at Moment of Violation Capture

It is critical that photo enforcement data (such as time/date, measured vehicle speed and range) be undeniably tied to the presented violation images showing the vehicle and license plate. Therefore, the photo enforcement system must "*burn-in*" a data bar which incorporates vital data into the actual violation image at the time of capture.



Meta Data burned into the data bar

Lawrenceville Sole Source - Blue Line Solutions LLC 9.21.20

Final Audit Report

2020-10-01

Created:	2020-10-01
By:	Steve Murray (steve.murray@lawrencevillega.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5X-pM4NXYXAO9xb7GsplKJ6ISX3FR_pN

"Lawrenceville Sole Source - Blue Line Solutions LLC 9.21.20" History

-  Document created by Steve Murray (steve.murray@lawrencevillega.org)
2020-10-01 - 12:38:58 PM GMT- IP address: 50.229.81.206
-  Document emailed to chuck Warbington (chuck.warbington@lawrencevillega.org) for signature
2020-10-01 - 12:39:33 PM GMT
-  Email viewed by chuck Warbington (chuck.warbington@lawrencevillega.org)
2020-10-01 - 12:53:39 PM GMT- IP address: 174.218.146.75
-  Document e-signed by chuck Warbington (chuck.warbington@lawrencevillega.org)
Signature Date: 2020-10-01 - 12:54:18 PM GMT - Time Source: server- IP address: 174.218.146.75
-  Agreement completed.
2020-10-01 - 12:54:18 PM GMT



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract Change Order 1
Department:	Sanitation
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$180,000.00
Presented By:	Barry Mock, Asst. City Manager, Public Works Director
Action Requested:	Approval of Change Order 1 for Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract to GFL Environmental (formerly Advanced Disposal Services, LLC.) in the amount of \$180,000.00. Authorization for Mayor to execute change order 1.

Summary: This contract provides for the disposal of the city's solid waste, construction and demolition materials. The transfer station is located within the city limits. Advanced Disposal Services, LLC. was acquired by GFL Environmental on October 30, 2020 and is honoring their current contracts.

Background: City Council approved the renewal of this contract at its Monday, February 24, 2020 regular session for \$485,000.00. Total contract value with approval of change order 1 will be \$665,000.00.

Fiscal Impact: Amount of \$180,000.00. This contract is funded by the Solid Waste Disposal-Landfill Fund (5404500.523980).

Attachments/Exhibits:
Change Order 1



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Sanitation Change Order #: 1

Project/PO: Disposal of Municipal Solid Waste and C & D Materials on an Annual Contract Change Order Date: 12/2/20

Contractor/Vendor: GFL Environmental formally Advanced Disposal Services, LLC

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	Additional funding for contract	\$180,000.00
		Net Amount	\$180,000.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$485,000.00

Previous Change Order Amount: \$0

Amount of Change Order Requested (Increase/Decrease) \$180,000.00

New Contract/PO Amount (Including this Change Order) \$665,000.00

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Ray Long
Requestor

Barry Mock
Department Director

Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, DECEMBER 16, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	On-Call Electrical Services on an Annual Contract Change Order 2
Department:	Facilities
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$80,000.00
Presented By:	Barry Mock, Asst. City Manager, Public Works Director
Action Requested:	Approval of On-Call Electrical Services on an Annual Contract Change Order 2 to awarded contractor, Donald Camp, Inc. in the amount of \$80,000.00. Authorization for Mayor to execute change order 2.

Summary: This contract provides for the labor, material, and equipment in performing all work necessary for maintenance, repairs and/or installations of electrical systems, components and fixtures as required by the City's service requests. Due to an increase in service requests, City Council approval is required.

Background: This contract was awarded and has been renewed by City Manager authority since August of 2017. Recently, it has been used for more extensive electrical repairs such as the repair of the downtown electrical outlets. Approval of change order 2 will bring the total contract value to \$148,720.00.

Fiscal Impact: Amount of \$80,000.00. This contract is funded by the R&M - Public Works Fund (1001565.522224).

Attachments/Exhibits:
Change Order 2



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Facilities Change Order #: 2

Project/PO: AQ013-17; On-Call Electrical Services on an Annual Contract Change Order Date: 12/2/2020

Contractor/Vendor: Donald Camp, Inc.

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	Increase contract value for on-call electrical repairs on an annual contract	\$80,000.00
		Net Amount	\$80,000.00

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$19,220.00

Previous Change Order Amount: \$49,500.00

Amount of Change Order Requested (Increase/Decrease) \$80,000.00

New Contract/PO Amount (Including this Change Order) \$148,720.00

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Brian Osborne Requestor Barry Mock Department Director _____ Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 16, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Permanent Stage Change Order 2
Department:	Public Works
Date of Meeting:	Wednesday, December 16, 2020
Fiscal Impact:	\$50,327.13
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Recommend approval of Permanent Stage Change Order 2 to Bayne Development Group in the amount of \$50,327.13. Authorization for Mayor to execute change order 2.

Summary: This change order is for various electrical components to be installed at the permanent stage. During the design process in 2019, a decision was made to identify various electrical items (typically supplied & installed by the general contractor) and label these items on the construction drawings as NIC (Not In Contract), and add a note that states these items would be supplied by the City. These items were therefore not included in the contract bid by the contractor. Since these items are not typically installed by the City, it is in the best interest of the City to allow the general contractor to install. This will ensure continuity within the electrical installation, and provide one contractor to be responsible for all electrical items.

Background: Initial contract was awarded to Bayne in the amount of \$1,505,650.00.
 Change order 1 increased contract amount to \$1,837,344.24. (11/18/2020)
 Change order 2 will increase the contract to \$1,887,671.37

Fiscal Impact: Not to exceed \$50,327.13. This project is funded by the 2017 SPLOST Fund (3246000-541000). Project SP-012.

Attachments/Exhibits: Change Order 2



CITY OF LAWRENCEVILLE

CONTRACT/PO CHANGE ORDER

Department: Public Works Change Order #: 2Project/PO: SP-012 Lawn Amphitheater PO 210310 Change Order Date: 12/10/20Contractor/Vendor: Bayne Development Group

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	Electrical Materials & Labor not included in Bayne contract. On the construction drawings, these items were listed as "to be provided by the City", however these are not items typically provided by the City. These are items better provided by the electrical subcontractor. This CO will allow the contractor to provide these items, rather than the City electrical department trying to provide materials & labor outside of their normal scope.	\$50,327.13
		Net Amount	\$50,327.13

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$ 1,505,650.00Previous Change Order Amount: \$ 331,694.24Amount of Change Order Requested (Increase/Decrease) \$ \$50,327.13New Contract/PO Amount (Including this Change Order) \$ 1,887,671.37

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Requestor

Department Director

Authorized Approval



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, DECEMBER 16, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Intergovernmental Agreement with Gwinnett County for the Hooper Renwick School

Department: Administration

Date of Meeting: Wednesday, December 16, 2020

Fiscal Impact: N/A

Presented By: Chuck Warbington, City Manager

Action Requested:
