



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, August 21, 2019
5:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Discussion of General City Business

- [1.](#) SU-19-12, Accessory Car Wash, Enterprise Leasing Company
- [2.](#) RZR2019-00002 & SUP2019-00013; 192 & 0 Paper Mill Road and 319 Springlake Road; International Property Consortium
- [3.](#) 181 Hanarry Drive & 821 Blake Court Storm Drain System Replacement Project
- [4.](#) 1291 Creek Wood Cove Storm Drain Replacement Project
- [5.](#) Lawrenceville Parking – Born, Perry & Clayton Street Project
- [6.](#) Purchase of 15 Lidar/Laser Speed Detection Devices and Budget Amendment 210-09-04-2019
- [7.](#) Sole Source Purchase of Encoder Receiver Transmitters
- [8.](#) Black Plastic Gas Line Replacement Project- Hwy 78 and Budget Amendment 515-09-04-2019
- [9.](#) Purchase of Diaphragm Gas Meters on an Annual Contract Change Order 1
- [10.](#) Loganville Steel Gas Pipe Replacement Project – Phase II and Budget Amendment 215-09-04-2019B
- [11.](#) Purchase of Natural Gas Materials on a Six-Month Contract
- [12.](#) Purchase of Materials for 3 Electrical Projects
- [13.](#) Provision of Landscape and Maintenance Services on an Annual Contract

- [14.](#) Intergovernmental Agreement with Gwinnett County for the Bicentennial Plaza
- [15.](#) Leadership Development & Training
- [16.](#) Discussion of 5G Utility Right of Way Ordinance
- [17.](#) Discussion of Meeting Schedule for 2020
- [18.](#) Discussion of Regulations regarding Vape Shops, E-Scooter, and Short Term Rental

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: SU-19-12, Accessory Car Wash, Enterprise Leasing Company

Department: Planning and Development

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: None

Presented By: Todd Hargrave

**Department
Recommendation:** Denial

**Planning
Commission
Recommendation:** Denial

Summary: The applicant is requesting a Special Use Permit to allow the expansion of an existing accessory car wash for a car rental agency. The property is a 0.49-acre parcel developed with an existing car rental agency and accessory car wash.

Attachments/Exhibits:

SU-19-12 Report

SU-19-12 Attachments

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

CASE NUMBER	SU-19-12
APPLICANT	ENTERPRISE LEASING COMPANY OF GEORGIA, LLC
CONTACT	JOSH STRICKLAND
PHONE NUMBER	706.248.7421
ZONING CHANGE	-
LOCATION	176 SCENIC HWY
PARCEL ID	R5147 152
ACREAGE	+/- 0.49
PROPOSED DEVELOPMENT	EXPANSION OF CAR WASH
DEPARTMENT RECOMMENDATION	DENIAL

ZONING HISTORY:

In 2017, the property was rezoned to BG (General Business District), with a Special Use Permit for transportation rental (car) and the existing gravel parking area, pursuant to RZ-17-08 and SU-17-09.

ANALYSIS:

The applicant is requesting a Special Use Permit to allow the expansion of an existing accessory car wash for a car rental agency. The property is a 0.49-acre parcel developed with an existing car rental agency and accessory car wash. The property is located along the eastern right-of-way of Scenic Highway, north of its intersection with Grayson Highway.

According to the applicant's site plan, the existing concrete pad at the rear of the building would be expanded 5 feet by 8 feet. The expanded concrete pad would be graded to allow runoff to be collected in an oil/water separator. The overhang above the concrete pad would be replaced with a taller canopy at a height of 13 feet 2 inches. Per the letter of intent, the applicant currently uses the existing concrete pad to wash one car at a time. If the request is approved, the expanded concrete pad would allow for two cars to be washed at the same time.

The 2040 Comprehensive Plan and Future Development Map indicates the property lies within the Downtown Character Area. Policies in this character area emphasize the importance of the design of buildings and structures, encouraging well-designed, attractive

features. The overhang of the current carwash is metal, which is inconsistent with the Zoning Ordinance's minimum architectural standards. Because of its proximity to residential properties across Neal Boulevard, a replacement would remain an unattractive feature that could be seen by nearby residences and inconsistent with the Zoning Ordinance.

The surrounding area is characterized by commercial developments. To the north across Scenic Highway is a property zoned BG (General Business District) developed with a fast food restaurant. To the east and west, adjacent properties are zoned BG, developed with auto repair shops. To the rear is a parcel zoned BG and developed with a gravel parking lot owned by the property owner.

The City of Lawrenceville's Illicit Discharge and Illegal Connection Ordinance prohibits the washing of vehicles or equipment in the parking lot of commercially zoned properties, unless connected to an oil and grease separator connected to a sanitary sewer system. The existing outdoor car wash may be inconsistent with the intent of the Ordinance, which strictly prohibits and the illicit discharge of pollutants into our stormwater system.

The requested Special Use Permit may be inconsistent with the policies of the City of Lawrenceville related to use and illicit discharge of contaminants into the City's stormwater system. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of this request.

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

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SU-19-12:

Approval of Special Use permit for Car Wash, subject to the following enumerated conditions:

1. The car wash may only be used to serve business inventory as an accessory use.
2. The car wash shall be developed in general accordance with the submitted site plan, with changes necessary to meet conditions of zoning, requirements of the zoning ordinance and/or development regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
3. The car wash shall be limited to a maximum of 1,500 square feet.
4. The Special Use Permit will be an accessory to the primary use of the property and will end should the existing primary use cease or change to another use.

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? *No, the proposed expansion of the non-conforming carwash may be considered to be an unsuitable accessory use of the property.*
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 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? *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 Permit proposal? *Yes, the illicit discharge of pollutants into the City's stormwater system.*

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. What are the existing uses and zoning of nearby property?
SEE PAGE 2.
2. What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning? *None.*
3. What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public? *N/A.*
4. What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner? *None.*
5. What is the suitability of the subject property for its current zoning? *It is suitable.*
6. What is the suitability of the subject property for the proposed Special Use Permit? *It is not suitable.*
7. How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property? *N/A.*
8. How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances? *See comments above.*
9. What is the availability of adequate sites for the proposed use in districts that permit such use? *Adequate sites are available elsewhere within the city.*
10. What is the suitability of the site for the proposed Special Use Permit relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)? *See comments above.*



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

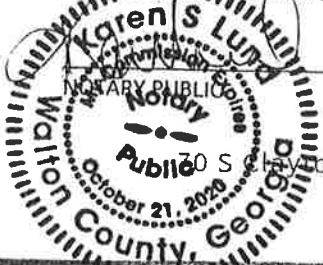
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Enterprise Leasing Company of Georgia LLC</u>	NAME: <u>MEA Family Investments, L.P.</u>
ADDRESS: <u>5197 Stone Mountain Hwy.</u>	ADDRESS: <u>4398 Lochsa Lane</u>
CITY: <u>Stone Mountain</u>	CITY: <u>Suwanee</u>
STATE: <u>GA</u> ZIP: <u>30087</u>	STATE: <u>GA</u> ZIP: <u>30024</u>
PHONE: <u>706-248-7421</u>	PHONE: <u>770-633-5000</u>
CONTACT PERSON: <u>Josh Strickland</u> PHONE: <u>706-248-7421</u>	
CONTACT'S E-MAIL: <u>Joshua.K.Strickland@ehi.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>.49</u>	
PARCEL NUMBER(S): <u>R5147 152</u>	
ADDRESS OF PROPERTY: <u>176 Scenic Hwy. Lawrenceville, GA 30045</u>	
PROPOSED SPECIAL USE: <u>Car wash</u>	

[Signature] 4-24-19
SIGNATURE OF APPLICANT DATE

Charles W Ashworth 5/2/19
SIGNATURE OF OWNER DATE

Josh Strickland
TYPED OR PRINTED NAME

CHARLES W. ASHWORTH
TYPED OR PRINTED NAME



4/24/19
DATE



5/2/19
DATE

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

May 3rd, 2019

City of Lawrenceville
ATTN: Planning Department
70 S Clayton St.
Lawrenceville, GA 30046

Re: Letter of Intent to Special Use Permit Application

176 Scenic Hwy. Lawrenceville, GA 30046

Planning Department Staff:

The applicant is seeking a Special Use Permit to remodel an existing car wash as a conditional use at 176 Scenic Hwy. Lawrenceville, GA 30046. The property is currently zoned in the General Business District but requires a Special Use Permit to have a car wash as a conditional use.

Enterprise Rent-A-Car has been operating here since 2001, which is when the original car wash along the back side of the building was constructed. Since this time, somewhere around 2005, an ordinance was adopted by the City of Lawrenceville that required businesses who operated car washes as a conditional use to have a Special Use Permit for such. Enterprise learned of this upon their initial research into expanding their current car wash.

The layout and use of the new car wash will largely remain the same. The car wash will remain behind the building so that it cannot be seen from Scenic Hwy. Enterprise simply hopes to expand this car wash so that they can wash 2 vehicles at the same time, versus only being able to wash 1 currently. This will greatly improve Enterprise's business flow and service to the Lawrenceville community by allowing them to clean cars faster for their customers. The new car wash will widen the current pad by 5', lengthen it by 8', and include a taller canopy, raising it to 13'2".

We appreciate your consideration of this Special Use Permit. Enterprise looks forward to better being able to serve the Lawrenceville community.

Sincerely,

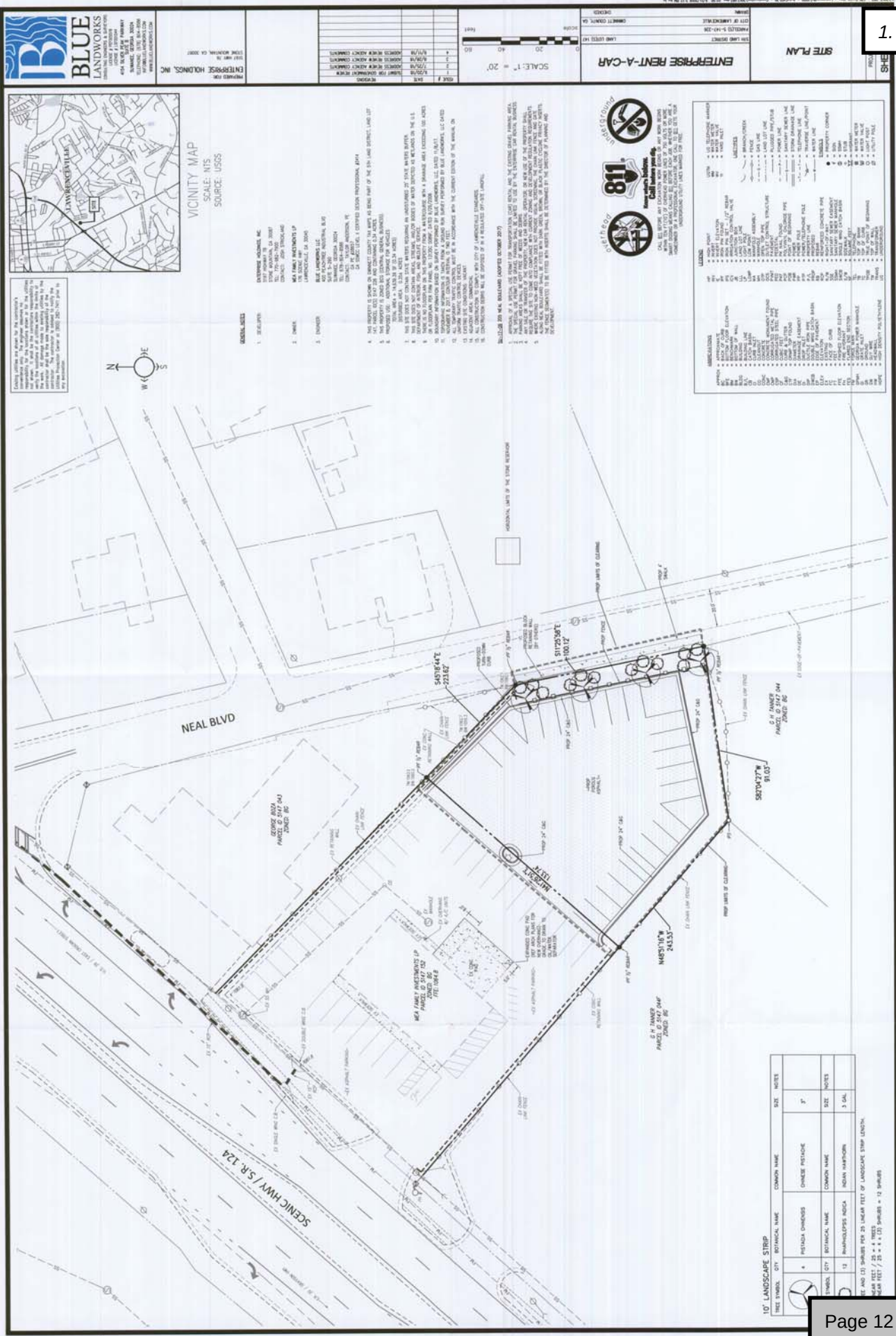


Josh Strickland
Enterprise Leasing Company of Georgia, LLC
Property Development & Facilities

Exhibit "B"LEGAL DESCRIPTION OF PREMISES

ALL THAT TRACT or parcel of land lying and being in Land Lot 147 of the 5th Land District, Gwinnett County, Georgia, in the City of Lawrenceville, being designated as 0.490 acres of land shown on a survey by McNally & Patrick, dated March 1, 2000, for Cidpro, Inc., recorded in Plat Book 84, Page 255, Gwinnett County, Georgia Records, which plat is incorporated herein by reference as a part of this description.

LESS AND EXCEPT from the above that certain tract of land containing approximately 120 square feet of right of way deeded to the State of Georgia by Right of Way Deed dated November 7, 2000, and recorded in Deed Book 21641, Page 60, Gwinnett County, Georgia Records, which deed is incorporated herein by reference



1.

10' LANDSCAPE STRIP

TREE SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
	4	PISTACHIA CHINENSIS	CHINESE PISTACHE	3"	
	13	BOERHOUTIA NODOSA	BOERHOUTIA NODOSA	3 GAL	

10' LANDSCAPE STRIP
10' AND 13' SHRUBS PER 25' MEAN FEET OF LANDSCAPE STRIP LENGTH.
10' AND 13' SHRUBS PER 25' MEAN FEET OF LANDSCAPE STRIP LENGTH.
10' AND 13' SHRUBS PER 25' MEAN FEET OF LANDSCAPE STRIP LENGTH.



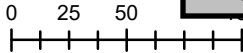
*The City of Lawrenceville
Planning & Development*

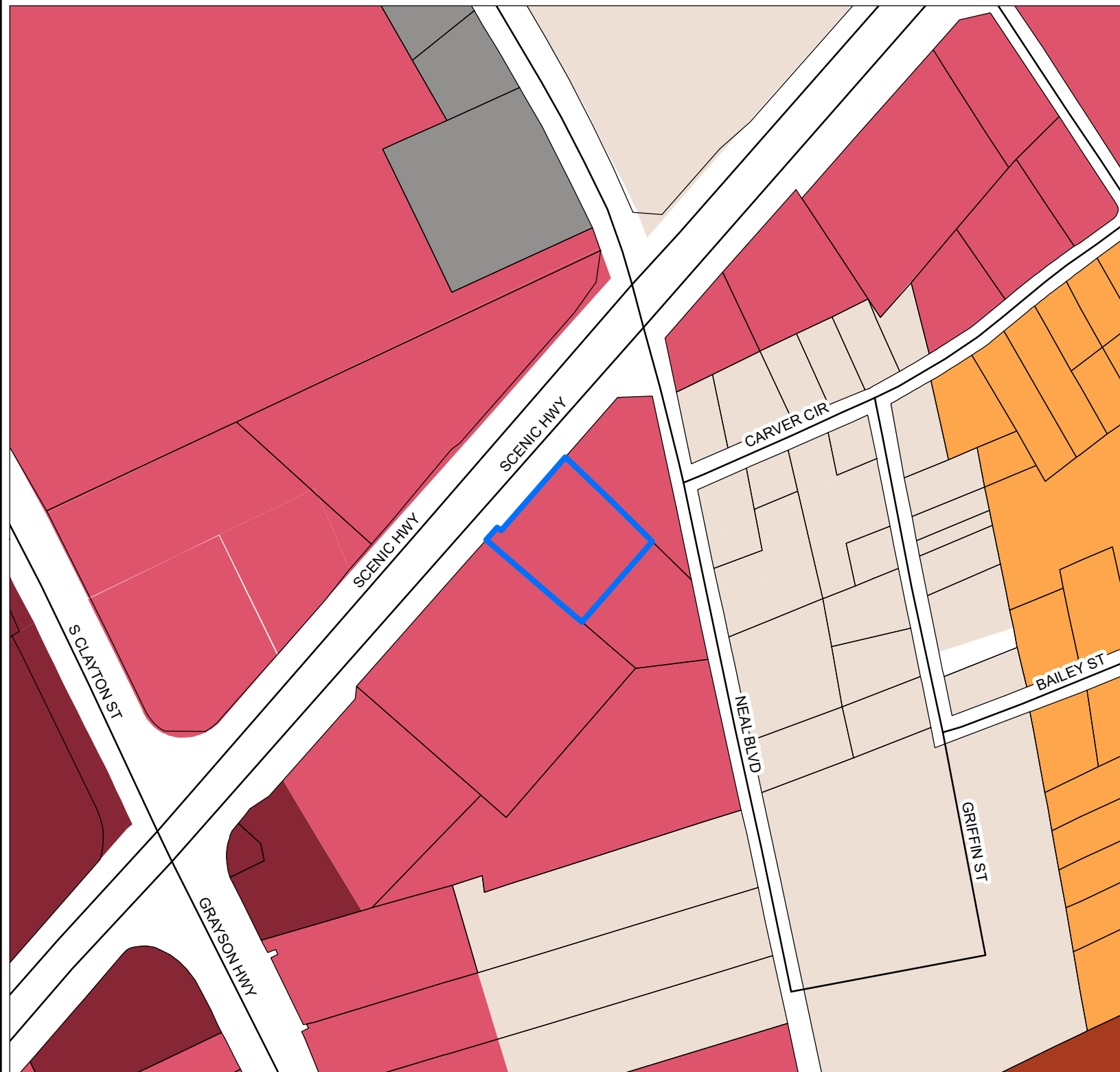
**Aerial Map and
Surrounding Area
File # SU-19-12**

**Applicant:
Enterprise Leasing Company
of Georgia LLC**

Legend

-  Subject Property
-  Roads
-  Parcels





*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning File # SU-19-12

Applicant:
**Enterprise Leasing Company
of Georgia LLC**

Legend

 Subject Property

 Roads

 Parcels

ZONING

 BG

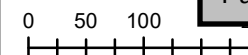
 HSB

 OI

 RM-12

 RMHR

 RS150





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: PLANNING COMMISSION
AGENDA CATEGORY: NEW BUSINESS

Item: RZR2019-00002 & SUP2019-00013; 192 & 0 Paper Mill Road and 319 Springlake Road; International Property Consortium

Department: Planning and Development

Date of Meeting: Monday, August 12, 2019

Applicant Request: Rezone from RM-12 and RS-150 to RM-8

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Staff Conditions

Summary: The applicant is requesting the rezoning of a parcel assemblage of approximately 7.2 acres from RM-12 and RS-150 to RM-8 for the development of 42 townhomes. The applicant is also requesting a special use permit to allow front entry for three of the units.

Attachments/Exhibits:

RZR2019-00002 & SUP2019-00013 Report
RZR2019-00002 & SUP2019-00013 Attachments

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

CASE NUMBER	RZR2019-00002 & SUP2019-00013
APPLICANT	INTERNATIONAL PROPERTY CONSORTIUM, LLC
CONTACT	ADEWALE OWOMOYELA
PHONE NUMBER	404.509.4021
ZONING CHANGE	RM-12 AND RS-150 TO RM-8
LOCATION	192 PAPER MILL ROAD, 319 SPRING LAKE ROAD, AND 0 PAPER MILL ROAD
PARCEL ID	R5179 533, R5179 001A AND R5179 207
ACREAGE	7.195
PROPOSED DEVELOPMENT	42 TOWNHOME DEVELOPMENT. THIRTY-NINE REAR ENTRY UNITS AND A SPECIAL USE PERMIT TO ALLOW THREE FRONT ENTRY UNITS
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

In 1970, segments of the subject property were zoned RM-12 (General Residence, 3,600 Square Foot District), and RS-150 (Single-Family Residence District). In 2019, the City of Lawrenceville Zoning Ordinance was amended by deleting Article VII, Section 7.5, RM-12 (General Residence, 3,600 Square Foot District) in its entirety and replacing with Article VII, Section 7.5, RM-12 (General Residence District).

PROJECT DATA:

The applicant requests rezoning of a 7.195-acre parcel assemblage from RM-12 (General Residence District) and RS-150 (Single-Family Residence District) to RM-8 (Townhome Residential District) zoning, along with a Special Use Permit to allow three front entry units. The subject properties are located along the northern right-of-way of Paper Mill Road at its intersection with Springlake Road. The properties are developed with single-family homes and accessory structures that have undisturbed wooded areas in the rear.

The applicant would like to consolidate the parcels and build 42 townhomes. The applicant states that the townhomes would be attached with a maximum of 8 units in each building with parking in the rear for 39 of the proposed townhomes and front entry garages for three of the units, due to topography. All rear entry units would have access to the public street via the required 18-foot alley. Per the letter of intent, all buildings would have views to community open spaces located either in the front or in the rear of each unit. Access to the development would be via one main entrance on Paper Mill Road. The site plan indicates the entrance to the development would have an acceleration lane and deceleration lane. The applicant is proposing one green infrastructure storm pond at the southeastern corner of the property, and a second green infrastructure storm pond on the northeastern end of the property.

The property lies within the Mixed Density Residential Character Area of the 2040 Comprehensive Plan and Future Development Map. The Character Area encourages the development of single-family attached residential uses that contain higher density types of housing such as townhomes. The request to allow three units as front entry dwellings is due to topography that may not affect the overall intent of the Zoning Ordinance. Therefore, the proposed development and zoning may result in a development considered consistent with the existing land uses and zoning in the immediate area.

The surrounding area is characterized by residential uses with single-family and multifamily developments extending beyond the corridor. Immediately to the north of the subject property is a multifamily development zoned RM-12 (General Residence District). Adjacent to the east, is the Springlake Cove subdivision zoned RM-4-C (Fee Simple Condominium Residence District). To the south, across Paper Mill Road are several properties zoned RM-12 developed with single-family dwellings and a few wooded, undeveloped lots. Immediately to the west is a property zoned ON (Office Neighborhood District).

Given the aforementioned factors, the Planning and Development Department recommendation is for **Approval** of the requested rezoning and Special Use Permit.

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

Entrance Drive Sight Distance: It appears that an unsafe Sight Distance will exist at the entrance street. City requires that the Engineer Certified the Sight Distance and that it meets Georgia Department of Transportation standards for a speed limit of 35mph.

The “T” type turn-arounds must be of sufficient length and width to permit City sanitation vehicles to turn around without tire contact with the curb.

Schedule a pre-design consultation with the Engineering Department to discuss how the City’s Stormwater management requirements can be met.

All Development Regulations must be met.

ELECTRIC DEPARTMENT

The City of Lawrenceville has single phase and three phase electric service available at this location.

The electric utilities internal to the development must be placed underground.

The developer will have to sign an underground service agreement.

The developer will be required to pay the per unit fees for electric service to this development, even if they build all electric units.

The developer will be required to pay the lighting costs for this development.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

Fire hydrants will not be allowed to be installed on a water line less than 8”.

The City Water Department has a 12” ductile iron water line on Paper Mill Rd. located at Alexander Mill Apartments, 500 feet from the proposed development. If there is an improvement made on the City Water Distribution system along Paper Mill Road, the city will require a 12” ductile iron water line to be installed including all appurtenances.

Demands imposed by the proposed development may require upsizing or extensions of existing water mains in order to meet Gwinnett County Standards (City requirement) and fire flow demands. Any cost associated with such required improvements will be the responsibility of the development and will not be provided by this department.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZR2019-00002:

Approval as RM-8 (Townhome Residential District) for a townhouse development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Single-family attached dwellings.
 - B. The maximum number of units shall be 42.
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance.
 - D. All dwellings shall have a double-car garage.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. Natural vegetation shall remain on the property until the issuance of a development permit.
 - C. All grassed areas on dwelling lots shall be sodded.
 - D. Underground utilities shall be provided throughout the development.
 - E. Building lots shall not be located within any required stream buffer or accompanying impervious setback area.
 - F. The electric utilities internal to the development must be placed underground.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00013:

Approval of Special Use for three front entry units, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Single-family attached dwellings.
 - B. The maximum number of front entry units shall be three.
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance.
 - D. All dwellings shall have a double-car garage.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. Natural vegetation shall remain on the property until the issuance of a development permit.
 - C. All grassed areas on dwelling lots shall be sodded.
 - D. Underground utilities shall be provided throughout the development.
 - E. Building lots shall not be located within any required stream buffer or accompanying impervious setback area.

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 2.
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *None.*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The proposed zoning change is compatible with the recommendations of the 2040 Comprehensive Plan and Future Development Map.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed zoning?** *The property is at a location that makes the development viable.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *NA*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The property meets the intent of the character area.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *RM-8 is the only district that allows townhomes.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *Suitable.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: International Property Consortium, LLC	NAME: International Property Consortium, LLC
ADDRESS: 2775 Cruse Rd., Suite 1701	ADDRESS: 2775 Cruse Rd., Suite 1701
CITY: Lawrenceville	CITY: Lawrenceville
STATE: GA ZIP: 30044	STATE: GA ZIP: 30044

CONTACT PERSON: Adewale Gummyela DWOMOTELA PHONE: (404) 509-4021

* 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): RM-12, RS 150 REQUESTED ZONING DISTRICT: RM-8, SUP front entry garages on three units

PARCEL NUMBER(S): 5179 533, 5179 001A, 5179 207 ACREAGE: +7.2 Ac.

ADDRESS OF PROPERTY: 192 and 349 Paper Mill Rd.

[Signature] 6/13/2019
SIGNATURE OF APPLICANT DATE

Adewale Gummyela DWOMOTELA
TYPED OR PRINTED NAME

[Signature] 6/13/2019
SIGNATURE OF OWNER DATE

Adewale Gummyela DWOMOTELA
TYPED OR PRINTED NAME

Nimesh J. Parikh 6/13/19
NOTARY PUBLIC DATE

Official Seal
Nimesh J Parikh
Notary Public, Fulton County, Georgia
My Commission Expires February 27, 2022

Nimesh J. Parikh 6/13/19
NOTARY PUBLIC DATE

Official Seal
Nimesh J Parikh
Notary Public, Fulton County, Georgia
My Commission Expires February 27, 2022

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

Legal Description

OVERALL

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 174 and 179, 5th District, City of Lawrenceville, Gwinnett County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at the northwestern intersection of the right of way of Springlake Road (80 feet right of way) and the right of way of Clearsprings Drive (42 feet right of way); thence westerly along the right of way of Springlake Road a distance of 799.70 feet to a point where Springlake Road becomes Paper Mill Road (right of way varies), that is the **POINT OF BEGINNING**; thence along the right of way of Paper Mill Road the following courses and distances: North 86°18'20" West a distance of 44.54 feet to a point; thence 173.92 feet along a curve to the right, said curve having a chord of North 72°27'57" West 172.23 feet and a radius of 360.00 feet to a point; thence 96.23 feet along a curve to the right, said curve having a chord of North 49°41'33" West 96.16 feet and a radius of 723.52 feet to a point; thence North 46°00'04" West a distance of 38.72 feet to a point; thence North 43°36'48" West a distance of 166.27 feet to a point; thence 22.27 feet along a curve to the left, said curve having a chord of North 44°36'21" West 22.27 feet and a radius of 638.67 feet to a point; thence leaving said right of way North 64°36'40" East a distance of 119.54 feet to a point; thence North 45°50'41" East a distance of 233.74 feet to a point; thence South 86°03'16" East a distance of 131.37 feet to a point; thence North 44°09'11" West a distance of 297.88 feet to a point; thence North 45°51'02" East a distance of 200.05 feet to a point; thence South 77°01'11" East a distance of 402.44 feet to a point; thence South 21°33'05" West a distance of 603.83 feet to a point; thence South 21°23'44" West a distance of 199.98 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 7.195 Acres.

Legal Description

TRACT 1

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lot 179, 5th District, City of Lawrenceville, Gwinnett County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at the northwestern intersection of the right of way of Springlake Road (80 feet right of way) and the right of way of Clearsprings Drive (42 feet right of way); thence westerly along the right of way of Springlake Road a distance of 799.70 feet to a point where Springlake Road becomes Paper Mill Road (right of way varies), that is the **POINT OF BEGINNING**; thence along the right of way of Paper Mill Road North 86°18'20" West a distance of 44.54 feet to a point; thence continuing along said right of way 173.92 feet along a curve to the right, said curve having a chord of North 72°27'57" West 172.23 feet and a radius of 360.00 feet to a point; thence leaving said right of way North 28°29'03" East a distance of 165.74 feet to a point; thence South 85°58'51" East a distance of 203.09 feet to a point; thence South 21°23'44" West a distance of 199.98 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 0.892 Acres.

Legal Description

TRACT 2

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lots 174 and 179, 5th District, City of Lawrenceville, Gwinnett County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at the northwestern intersection of the right of way of Springlake Road (80 feet right of way) and the right of way of Clearsprings Drive (42 feet right of way); thence westerly and northwesterly along the right of way of Springlake Road that becomes Paper Mill Road a distance of 1,018.16 feet to a point, that is the **POINT OF BEGINNING**; thence continuing along the right of way of Paper Mill Road 96.23 feet along a curve to the right, said curve having a chord of North 49°41'33" West 96.16 feet and a radius of 723.52 feet to a point; thence continuing along said right of way North 46°00'04" West a distance of 38.72 feet to a point; thence leaving said right of way North 45°49'20" East a distance of 436.05 feet to a point; thence North 44°09'11" West a distance of 350.00 feet to a point; thence North 45°51'02" East a distance of 200.05 feet to a point; thence South 77°01'11" East a distance of 402.44 feet to a point; thence South 21°33'05" West a distance of 603.83 feet to a point; thence North 85°58'51" West a distance of 203.09 feet to a point; thence South 28°29'03" West a distance of 165.74 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 4.853 Acres.

Legal Description

TRACT 3

ALL THAT TRACT OR PARCEL OF land lying and being in Land Lots 174 and 179, 5th District, City of Lawrenceville, Gwinnett County, Georgia, being more particularly described as follows:

TO FIND THE POINT OF BEGINNING commence at the northwestern intersection of the right of way of Springlake Road (80 feet right of way) and the right of way of Clearsprings Drive (42 feet right of way); thence westerly and northwesterly along the right of way of Springlake Road that becomes Paper Mill Road a distance of 1,153.11 feet to a point, that is the **POINT OF BEGINNING**; thence continuing along the right of way of Paper Mill Road North 43°36'48" West a distance of 166.27 feet to a point; thence continuing along said right of way 22.27 feet along a curve to the left, said curve having a chord of North 44°36'21" West 22.27 feet and a radius of 638.67 feet to a point; thence leaving said right of way North 64°36'40" East a distance of 119.54 feet to a point; thence North 45°50'41" East a distance of 233.74 feet to a point; thence South 86°03'16" East a distance of 131.37 feet to a point; thence South 44°09'11" East a distance of 52.12 feet to a point; thence South 45°49'20" West a distance of 436.05 feet to a point, being the **POINT OF BEGINNING**. Said tract contains 1.450 Acres.

June 16, 2019

Mr. Todd Hargrave,
Director of Planning & Development
70 S Clayton Street
Lawrenceville, GA 30046

RE; LETTER OF INTENT FOR THE PAPER MILL ROAD PROPERTY

Dear Mr. Hargrave:

It is our pleasure to submit this letter of intent to pursue zoning approval for our proposed project to develop a town home community on an assemblage of three properties containing +/-6.8 acres on Paper Mill Road in Lawrenceville. The properties with PIN numbers 5179 001A, 5179 207, and 5179 207 located at 319 Paper Mill Rd. Comprise our site.

Project Summary

The proposed development will involve the construction of 42 town homes. The homes will be attached with a maximum of 8 units in each building with parking in the rear of 39 of the proposed homes and front entry garages in 3 of the units. The rear entry units will all face into community open space and the front entry units will face the main community road with open space behind them. Each unit will be two story construction. All building with rear entry parking will be two stories and the three front entry building will have two stories on the street front and a basement to transition grades in the area. The units will have approximately 2000 sf of usable heated floor space exclusive of the garage areas.

In order to develop this property, we will be applying for a rezoning of the assemblage from the current mix of RS-150 and RM-12 to RM-8. We will apply for the Special Use Permit for the three homes with front entry garages as part of the rezoning effort.

Existing Conditions

The proposed site consists of an assemblage of three properties which have been utilized for single family homes. There are two existing homes on the property that front on Paper Mill Rd. The surrounding land use around the property consists of a single family detached community to the east, Spring Lake Cove, single family lot on the west adjacent to Paper Mill Rd, and an RM-12 apartment complex which surrounds the site, Alexander Mills.

The property is served by Gwinnett County Sewer and City of Lawrenceville water. The property has a ridge line on the west and generally slopes to the east with a grade change of +/- 40 vertical feet. The land is wooded on about 70% of its area and is more open towards the frontage along Paper Mill. The property has wooded cover on roughly 60% of the site area.

Community Plan

The plan for the property is based on the current RM-8 zoning which has been recently adopted by the city. The entire site is located within the Mixed Density Character Area of the current Comprehensive plan which proposes uses of single family detached, single family attached and multi-family residential.

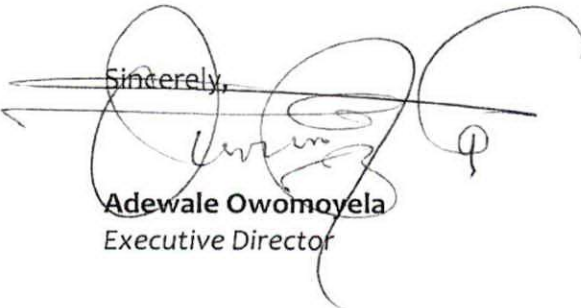
We feel that the development of a town home community on this property is consistent with the comprehensive. From a land use perspective, the development of the town home community will create a transition zone between the higher density RM-12 to the west and the single family detached community to our east.

The community will be accessed from Paper Mill Rd. and will have the following elements:

- 1- A total of 42 town homes will be developed on the site. There are 39 units with rear entry garages and alley service. These units will all face onto community open space. The remaining three units, due to site conditions, will have front entry garages. The homes will be two story with a basement
- 2- There will be 4 parking spaces per developed unit with two spaces in the garage and two more on the driveway.
- 3- A central mail kiosk is located on the rear of the site on the main entry road
- 4- We are planning to incorporate green infrastructure into the plan which will utilize open space areas which can serve as community green space and storm water detention facilities.
- 5- We are targeting a price range of \$230-250,000 for the units.

A copy of the concept plan for the community is attached for your information. We are looking forward to working with the City of Lawrenceville as we move through the zoning process and the subsequent development of this new community.

Sincerely,



Adewale Owomoyela
Executive Director

SURVEYOR'S CERTIFICATION BOX

This plat is a re-creation of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plans, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT APPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the minimum technical standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Engineers and Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Chris Willard

SUPERIOR COURT RECORD INFORMATION

GENERAL NOTES:

1. FIRM MAP NUMBER 1313000000, EFFECTIVE 09-29-2008, INDICATES THAT THESE TRACTS DO NOT LIE IN AN AREA DESIGNATED AS HAVING FLOOD HAZARD.
2. THIS PLAT OF SURVEY MAKES NO WARRANTY OR GUARANTEE AS TO THE EXISTENCE OF ANY EASEMENTS OF ANY TYPE, NO ABSTRACT OR TITLE SEARCH HAS BEEN PERFORMED BY THE SURVEYOR TO DISCOVER THE EXISTENCE OF ANY EASEMENTS.
3. THE PREMISES SHOWN AND DESCRIBED HEREIN ARE SUBJECT TO ANY EXISTING EASEMENTS, RIGHTS-OF-WAY, RESTRICTIVE COVENANTS, ZONING REGULATIONS, AND/OR DEEDS, EASEMENTS, OR OTHER INSTRUMENTS OF RECORD. THE SURVEYOR HAS NO LIABILITY FOR ANY LOSS THAT MAY BE ASSOCIATED WITH THE EXISTENCE OF ANY EASEMENTS OR RESTRICTIONS ON THE USE OF THE PROPERTY.

N/F
LAWRENCEVILLE LEASED HOUSING
ASSOCIATES III, LLP
DB 56640, PG 521
PB 94, PG 134
ZONING: RM12



GRAPHIC SCALE
(IN FEET)
1 INCH = 50 FT.

LEGEND

- UTILITY POLE (PP)
- GUY WIRE
- LIGHT POLE (LP)
- FLAG POLE (FP)
- FIRE HYDRANT (FH)
- SIGN
- JUNCTION BOX (JB)
- DROP INLET (DI)
- WATER VALVE (WV)
- ROOF DRAIN (RD)
- CLEAN OUT (CO)
- WATER METER (WM)
- SANITARY MANHOLE
- IRON PIN FOUND
- CONCRETE
- WALL
- HEAD WALL (HW)
- FENCE LINE
- TREE LINE
- HANDICAP RAMP
- CURB AND GUTTER

ABBREVIATIONS

- INV INVERT ELEVATION
- CMF CORRUGATED METAL PIPE
- RCP REINFORCED CONCRETE PIPE
- DIP DUCTILE IRON PIPE
- FTE FINISHED FLOOR ELEVATION
- TBM TEMPORARY BENCHMARK
- GV GAS VALVE
- UCCM UNDERGROUND CABLE MARKER
- GLM GAS LINE MARKER
- WLM WATER LINE MARKER
- PB PLAT BOOK
- DB DEED BOOK
- N/F NOW OR FORMERLY
- SSMH SANITARY SEWER MANHOLE
- SWCB DOUBLE WING CATCH BASIN
- SWCB SINGLE WING CATCH BASIN
- FES FLARED END SECTION
- CONC CONCRETE
- MB MAIL BOX
- POB POINT OF BEGINNING

REFERENCES:

1. DEED BOOK 48565, PAGE 105 (R/W DEED)
2. DEED BOOK 56219, PAGE 441 (TRACT 2)
3. DEED BOOK 56519, PAGE 257 (TRACT 3)
4. DEED BOOK 56563, PAGE 680 (TRACT 1)
5. PLAT BOOK 0, PG 232 (TRACT 1)
6. PLAT BOOK 94, PG 134 (TRACT 3)
7. DEED BOOK 16494, PG 183 (EASEMENT)

PARCEL INFO

TRACT #	PARCEL #	OWNER	ADDRESS	ZONING
1	5179 001A	INTERNATIONAL PROPERTY CONSORTIUM, LLC	319 PAPER MILL ROAD	RS150
2	5179 207	INTERNATIONAL PROPERTY CONSORTIUM, LLC	192 PAPER MILL ROAD	RS150
3	5179 533	INTERNATIONAL PROPERTY CONSORTIUM, LLC	182 PAPER MILL ROAD	RS150

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This plat was prepared for the exclusive use of the person, persons, or entity named herein. This plat does not relate to any unnamed person, persons, or entity without the express recertification of the surveyor naming such person, persons, or entity.

PAPER MILL ROAD
(R/W VARIES)

SPRINGLAKE ROAD
(80' VARIES)

TRACT 1: 0.892 AC.
TRACT 2: 4.853 AC.
TRACT 3: 1.450 AC.
TOTAL: 7.195 AC.

LINE CHART

LINE	BEARING	DISTANCE
L1	N 80°18'20" W	44.54'
L2	N 46°00'04" W	38.72'
L3	N 43°36'48" W	166.27'

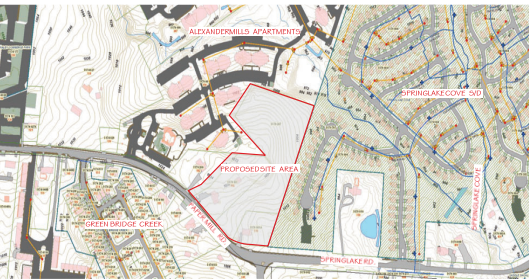
CURVE CHART

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	360.00'	173.92'	172.23'	N 72°27'57" W
C2	723.52'	96.23'	96.16'	N 49°41'33" W
C3	638.67'	22.27'	22.27'	N 44°36'21" W

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67, AUTHORITY O.C.G.A. SECS. 15-6-41, 45-15-4, 45-15-6, 45-15-19, 45-15-22.

INTERNATIONAL PROPERTY
CONSORTIUM, LLC
(PAPER MILL ROAD TRACTS)

BOUNDARY
SURVEY
SHEET 1 OF 1



SITE LOCATION MAP
NT5

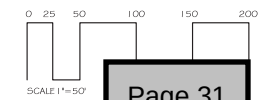


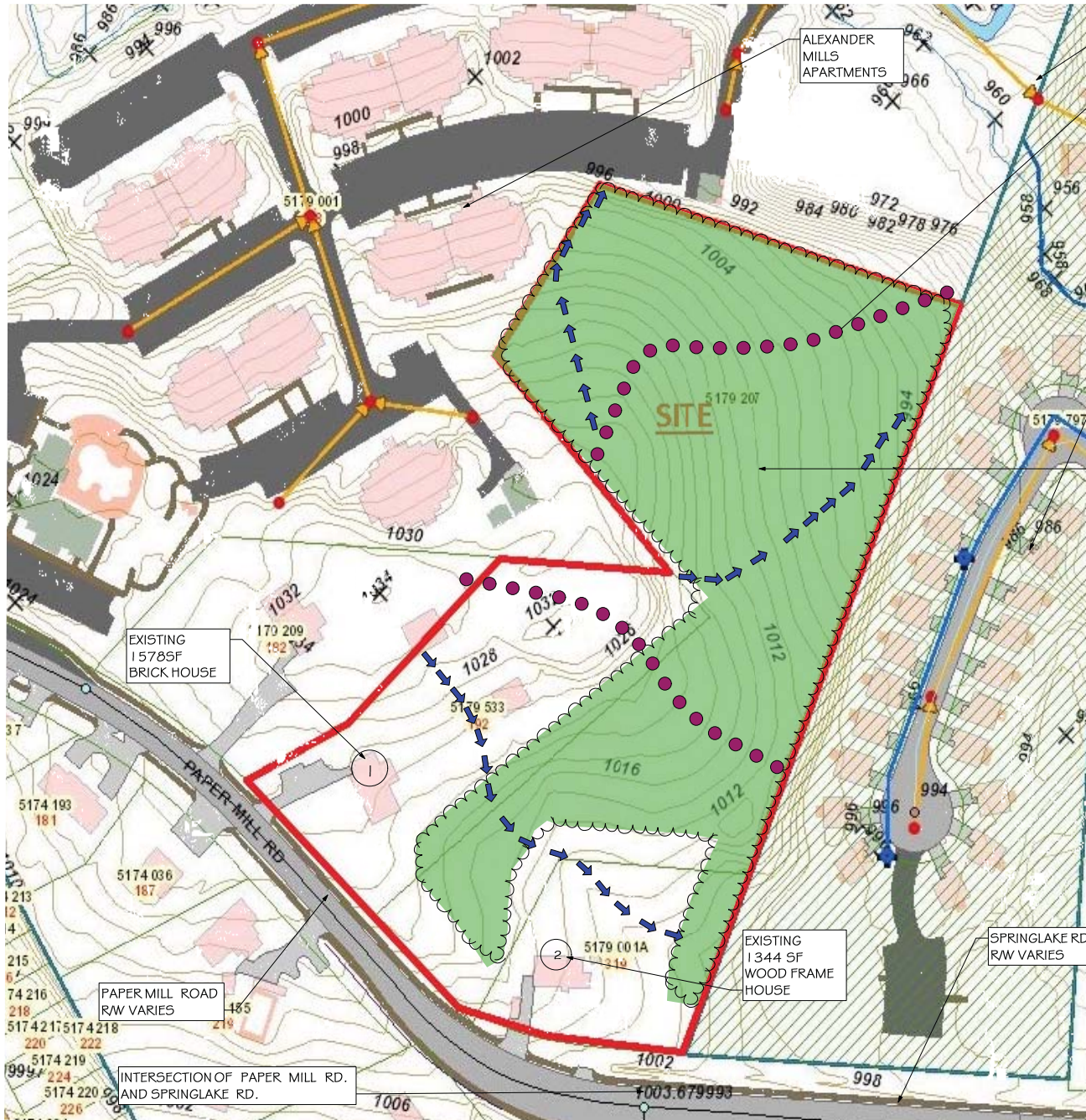
SITE NOTES:

- 1- SITE AREA-----+/- 7.2 acres
- 2- PROPOSED HOMES-----42
- 3- PROPOSED DENSITY-----+/- 5.8 HOMES/ACRE
- 4- PROPOSED HOME DETAILS
 - A- BUILDINGS A,B,D WILL BE TWO STORIES, SLAB ON GRADE WITH REAR ENTRY GARAGE SERVED BY ALLEY
 - B- BUILDING "C" WILL BE CRAWL SPACE OR BASEMENT WITH FRONT ENTRY GARAGE (WILL REQUIRE A SPECIAL USE PERMIT WITH THE REZONING)
- 5- ALL STREETS AND SIDEWALKS ARE PUBLIC STREETS WITH A 40' RW.
- 6- THIS PLAN ASSUMES TRASH PICKUP AT THE UNITS BY THE LOCAL SANITATION COMPANY.
- 7- SPACES SHOWN IN GREEN ARE TO BE DESIGNED AS RAIN GARDEN DETENTION PARKS
- 8- Mail service will be from a central kiosk.

② CONCEPT SITE PLAN
Scale: 1" = 50'-0"

6/16/2019





SANITARY SEWER ACCESS POINT

WOODED AREA

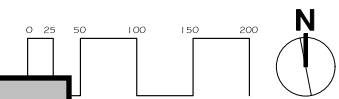
SPRINGLAKE COVE S/D

SITE SLOPES FROM WEST TO EAST WITH AN AVERAGE SLOPE OF +/-8%

SITE NOTES:
 1- CITY OF LAWRENCEVILLE PROVIDES PUBLIC WATER SERVICE THE PROJECT WILL REQUIRE THE EXTENSION OF THE EXISTING 12" LINE AT ALEXANDER MILLS APARTMENT +/-500 LF TO THE PROPOSED ENTRY POINT.
 2- SANITARY SEWER SERVICE IS PROVIDED BY GWINNETT COUNTY WATER RESOURCES. THE LINE SERVING THE SITE IS CURRENTLY BEING UPGRADED TO ADDRESS LINE CAPACITY ISSUES. THIS SHOULD BE COMPLETE IN SEPTEMBER 2019.

● RIDGELINES DEFINING DRAINAGE AREAS
 ➡ NATURAL DRAINAGE FLOW DIRECTION

2 **SITE CONDITIONS**
 Scale: 1" = 50'-0"





*The City of Lawrenceville
Planning & Development*

Aerial Map and Surrounding Area

File #RZR2019-00002
File #SUP2019-00013
192 & 319 Paper Mill Rd

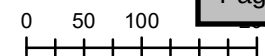
Applicant:
Adewale Owomoyela

Legend

-  Subject properties
-  Roads
-  Parcels



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The City of Lawrenceville
Planning & Development

Location Map and Surrounding Zoning

File #RZR2019-00002
File #SUP2019-00013
192 & 319 Paper Mill Rd

Applicant:
Adewale Owomoyela

Legend

 Subject properties

 Roads

 Parcels

ZONING

 BN

 ON

 RM-12

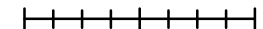
 RM-4-C

 RS150



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0 50 100





LAWRENCEVILLE

GEORGIA

3.

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: 181 Hanarry Drive & 821 Blake Court Storm Drain System Replacement Project

Department: Engineering

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: \$205,194.11

Presented By: Dennis Billew

Action Requested: Award 181 Hanarry Drive & 821 Blake Court Storm Drain System Replacement Project to low bidder, Kennedy & Tillman, LLC. in the amount of \$205,194.11. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of demolition and removal of the existing CMP storm drain system and installation of a new drain system using RCP and HDPE pipe that will tie-in to existing structures. The project will also include the installation of a curb and gutter.

Background:

Fiscal Impact: Amount not to exceed \$205,194.11. This project is funded by the Capital Outlay Fund (560A-5.25.4320.541000). Project 25-002. The Project has \$3,305,733.94 approved and available. Upon approval of this item \$3,100,539.83 will be remaining.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

**181 Hanarry Drive & 821 Blake Court Storm Drain System Replacement Project
Engineering**

3.

				CMES, Inc.		GS Construction		Kennedy & Tillman, LLC.		Ohmshiv Construction, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$14,562.00	\$14,562.00	\$3,000.00	\$3,000.00	\$16,958.10	\$16,958.10	\$12,500.00	\$12,500.00
2	Mobilization	1	LS	\$28,534.00	\$28,534.00	\$845.00	\$845.00	\$1,500.00	\$1,500.00	\$20,000.00	\$20,000.00
3	Erosion Control	1	LS	\$18,690.00	\$18,690.00	\$6,000.00	\$6,000.00	\$2,442.00	\$2,442.00	\$10,000.00	\$10,000.00
4	Complete demolition of exist. Storm Drain Pipe System (42"- 54" pipes), all shrubbery, fences, sod, saw cut & asphalt removal, and remove & replace unsuitable material.	1	LS	\$40,182.00	\$40,182.00	\$73,086.00	\$73,086.00	\$49,675.00	\$49,675.00	\$89,652.00	\$89,652.00
5	Install complete 42" (RCP) pipe (incl. excavation, all tie-ins, shoring & bedding)	35	LF	\$160.00	\$5,600.00	\$277.00	\$9,695.00	\$105.00	\$3,675.00	\$140.00	\$4,900.00
6	Install complete 42" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	112	LF	\$145.00	\$16,240.00	\$117.00	\$13,104.00	\$80.00	\$8,960.00	\$135.00	\$15,120.00
7	Install complete 48" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	380	LF	\$165.00	\$62,700.00	\$155.00	\$58,900.00	\$115.00	\$43,700.00	\$185.00	\$70,300.00
8	Install complete 30" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	238	LF	\$60.00	\$14,280.00	\$107.00	\$25,466.00	\$65.00	\$15,470.00	\$90.00	\$21,420.00
9	Install complete 48" (RCP) pipe (incl. excavation, all tie-ins, shoring & bedding)	112	LF	\$180.00	\$20,160.00	\$264.00	\$29,568.00	\$150.00	\$16,800.00	\$200.00	\$22,400.00
10	24" Curb & Gutter	60	LF	\$35.00	\$2,100.00	\$40.00	\$2,400.00	\$19.50	\$1,170.00	\$20.00	\$1,200.00
11	Install complete gab - 6" thick	36	TN	\$50.00	\$1,800.00	\$110.00	\$3,960.00	\$40.00	\$1,440.00	\$26.00	\$936.00
12	Install complete asphaltic conc. binder 19 mm SP TP 2 blend with h/lime, 3" (330 lb. /SY) including mat. tack coat	25	TN	\$300.00	\$7,500.00	\$220.00	\$5,500.00	\$450.00	\$11,250.00	\$215.00	\$5,375.00
13	Install complete asphalt paving surface course 1.5" (165 lb. /SY) thick super pave 9.5 mm including tack	15	TN	\$350.00	\$5,250.00	\$308.00	\$4,620.00	\$450.00	\$6,750.00	\$215.00	\$3,225.00
14	Re-Grout all the Storm Drain Structures	1	LS	\$15,000.00	\$15,000.00	\$22,080.00	\$22,080.00	\$1,800.00	\$1,800.00	\$4,000.00	\$4,000.00
15	Permanent grass/sod (include fertilizer & mulch)	550	SY	\$20.00	\$11,000.00	\$11.00	\$6,050.00	\$9.00	\$4,950.00	\$10.00	\$5,500.00
	10% Contingencies				\$26,359.80		\$27,099.00		\$18,654.01		\$28,652.80
TOTAL				\$289,957.80		\$291,373.00		\$205,194.11		\$315,180.80	

**181 Hanarry Drive & 821 Blake Court Storm Drain System Replacement Project
Engineering**

3.

				Site Engineering Inc.		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$8,000.00	\$8,000.00	\$4,250.00	\$4,250.00
2	Mobilization	1	LS	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00
3	Erosion Control	1	LS	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
4	Complete demolition of exist. Storm Drain Pipe System (42"- 54" pipes), all shrubbery, fences, sod, saw cut & asphalt removal, and remove & replace unsuitable material.	1	LS	\$50,000.00	\$50,000.00	\$12,500.00	\$12,500.00
5	Install complete 42" (RCP) pipe (incl. excavation, all tie-ins, shoring & bedding)	35	LF	\$250.00	\$8,750.00	\$220.00	\$7,700.00
6	Install complete 42" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	112	LF	\$210.00	\$23,520.00	\$212.00	\$23,744.00
7	Install complete 48" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	380	LF	\$235.00	\$89,300.00	\$222.00	\$84,360.00
8	Install complete 30" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	238	LF	\$165.00	\$39,270.00	\$125.00	\$29,750.00
9	Install complete 48" (RCP) pipe (incl. excavation, all tie-ins, shoring & bedding)	112	LF	\$250.00	\$28,000.00	\$255.00	\$28,560.00
10	24" Curb & Gutter	60	LF	\$100.00	\$6,000.00	\$35.00	\$2,100.00
11	Install complete gab - 6" thick	36	TN	\$100.00	\$3,600.00	\$35.00	\$1,260.00
12	Install complete asphaltic conc. binder 19 mm SP TP 2 blend with h/lime, 3" (330 lb. /SY) including mat. tack coat	25	TN	\$300.00	\$7,500.00	\$210.00	\$5,250.00
13	Install complete asphalt paving surface course 1.5" (165 lb. /SY) thick super pave 9.5 mm including tack	15	TN	\$400.00	\$6,000.00	\$215.00	\$3,225.00
14	Re-Grout all the Storm Drain Structures	1	LS	\$30,000.00	\$30,000.00	\$1,800.00	\$1,800.00
15	Permanent grass/sod (include fertilizer & mulch)	550	SY	\$15.00	\$8,250.00	\$20.00	\$11,000.00
	10% Contingencies				\$32,419.00		\$22,349.90
TOTAL				\$356,609.00		\$245,848.90	

Recommended Vendor:

Kennedy & Tillman, LLC.
2397 Lower Union Rd.
Canton, GA 30115
678-699-5717

ted@kennedytillman.com



LAWRENCEVILLE

GEORGIA

4.

AGENDA REPORT

MEETING: WORK SESSION AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: 1291 Creek Wood Cove Storm Drain Replacement Project

Department: Engineering

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: \$206,910.00

Presented By: Dennis Billew

Action Requested: Award 1291 Creek Wood Cove Storm Drain Replacement Project to low bidder, Kennedy & Tillman, LLC. in the amount of \$206,910.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of demolition and removal of the existing CMP storm drain system and installation of a new drain system using RCP and HDPE pipe that will tie-in to existing structures. The project will also include the installation of a curb and gutter.

Background:

Fiscal Impact: Amount not to exceed \$206,910.00. This project is funded by the Capital Outlay Fund (560A-5.25.4320.541000). Project 25-002. The Project has \$3,305,733.94 approved and available. Upon approval of this item \$3,098,823.94 will be remaining in the project.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

1291 Creek Wood Cove Storm Drain Replacement Project
Engineering

4.

				GS Construction		Kennedy & Tillman, LLC		Site Engineering, Inc.		Smith & Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$4,500.00	\$4,500.00	\$17,100.00	\$17,100.00	\$8,000.00	\$8,000.00	\$26,500.00	\$26,500.00
2	Mobilization	1	LS	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$10,500.00	\$10,500.00
3	Erosion Control	1	LS	\$9,000.00	\$9,000.00	\$6,125.00	\$6,125.00	\$10,000.00	\$10,000.00	\$6,100.00	\$6,100.00
4	Complete demolition of exist. Storm Drain Pipe System (18"- 54" pipes), all shrubbery, fences, sod, saw cut & asphalt removal, and remove & replace unsuitable material.	1	LS	\$163,180.00	\$163,180.00	\$33,000.00	\$33,000.00	\$70,000.00	\$70,000.00	\$68,200.00	\$68,200.00
5	Install complete 18" (RCP) (incl. excavation, all tie-ins, shoring & bedding)	35	LF	\$248.00	\$8,680.00	\$35.00	\$1,225.00	\$140.00	\$4,900.00	\$65.00	\$2,275.00
6	Install complete 18" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	102	LF	\$128.00	\$13,056.00	\$30.00	\$3,060.00	\$140.00	\$14,280.00	\$41.00	\$4,182.00
7	Install complete 24" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	83	LF	\$121.00	\$10,043.00	\$45.00	\$3,735.00	\$155.00	\$12,865.00	\$50.00	\$4,150.00
8	Install complete 30" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	238	LF	\$106.00	\$25,228.00	\$65.00	\$15,470.00	\$165.00	\$39,270.00	\$54.00	\$12,852.00
9	Install complete 42" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	205	LF	\$144.00	\$29,520.00	\$80.00	\$16,400.00	\$210.00	\$43,050.00	\$82.00	\$16,810.00
10	Install complete 48" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	677	LF	\$124.00	\$83,948.00	\$105.00	\$71,085.00	\$235.00	\$159,095.00	\$102.00	\$69,054.00
11	24" curb & gutter	200	LF	\$40.00	\$8,000.00	\$19.50	\$3,900.00	\$80.00	\$16,000.00	\$16.75	\$3,350.00
12	Install complete gab - 6" thick	10	TN	\$408.00	\$4,080.00	\$40.00	\$400.00	\$100.00	\$1,000.00	\$65.00	\$650.00
13	Install complete asphaltic conc. binder 19 mm SP TP 2 blend with h/lime, 3" (330 lb. /SY) including mat. tack coat	10	TN	\$368.00	\$3,680.00	\$500.00	\$5,000.00	\$400.00	\$4,000.00	\$110.00	\$1,100.00
14	Install complete asphalt paving surface course 1.5" (165 lb. /SY) thick super pave 9.5 mm including tack	5	TN	\$576.00	\$2,880.00	\$500.00	\$2,500.00	\$400.00	\$2,000.00	\$150.00	\$750.00
15	Re-Grout all the Storm Drain Structures	1	LS	\$29,280.00	\$29,280.00	\$3,000.00	\$3,000.00	\$30,000.00	\$30,000.00	\$6,200.00	\$6,200.00
16	Permanent grass/sod (include fertilizer & mulch)	1	LS	\$19,680.00	\$19,680.00	\$4,600.00	\$4,600.00	\$60,000.00	\$60,000.00	\$26,200.00	\$26,200.00
	10% Contingencies	1			\$41,556.00		\$18,810.00		\$48,046.00		\$25,887.00
TOTAL				\$457,111.00		\$206,910.00		\$528,506.00		\$284,760.00	

**1291 Creek Wood Cove Storm Drain Replacement Project
Engineering**

4.

				The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$6,000.00	\$6,000.00
2	Mobilization	1	LS	\$5,000.00	\$5,000.00
3	Erosion Control	1	LS	\$5,125.00	\$5,125.00
4	Complete demolition of exist. Storm Drain Pipe System (18"- 54" pipes), all shrubbery, fences, sod, saw cut & asphalt removal, and remove & replace unsuitable material.	1	LS	\$72,500.00	\$72,500.00
5	Install complete 18" (RCP) (incl. excavation, all tie-ins, shoring & bedding)	35	LF	\$100.00	\$3,500.00
6	Install complete 18" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	102	LF	\$94.50	\$9,639.00
7	Install complete 24" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	83	LF	\$110.00	\$9,130.00
8	Install complete 30" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	238	LF	\$131.00	\$31,178.00
9	Install complete 42" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	205	LF	\$205.00	\$42,025.00
10	Install complete 48" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	677	LF	\$212.00	\$143,524.00
11	24" curb & gutter	200	LF	\$32.00	\$6,400.00
12	Install complete gab - 6" thick	10	TN	\$30.00	\$300.00
13	Install complete asphaltic conc. binder 19 mm SP TP 2 blend with h/lime, 3" (330 lb. /SY) including mat. tack coat	10	TN	\$250.00	\$2,500.00
14	Install complete asphalt paving surface course 1.5" (165 lb. /SY) thick super pave 9.5 mm including tack	5	TN	\$255.00	\$1,275.00
15	Re-Grout all the Storm Drain Structures	1	LS	\$3,500.00	\$3,500.00
16	Permanent grass/sod (include fertilizer & mulch)	1	LS	\$15,000.00	\$15,000.00
	10% Contingencies	1			\$35,659.60
TOTAL				\$392,255.60	

Recommended Vendor:

Kennedy & Tillman, LLC.

2397 Lower Union Rd.

Canton, GA 30115

678-699-5717

ted@kennedytillman.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Lawrenceville Parking – Born, Perry & Clayton Street Project
Department:	Engineering
Date of Meeting:	Wednesday, August 21, 2019
Fiscal Impact:	\$325,730.90
Presented By:	Dennis Billew
Action Requested:	Award Lawrenceville Parking – Born, Perry & Clayton Street Project to low bidder, The Dickerson Group, Inc., amount not to exceed \$325,730.90. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of demolition and removal of asphalt paving, concrete driveways, existing concrete, sidewalks, curbs & gutters, and removal of brick pavers in the sidewalk. It includes the installation of a new storm drain systems, precast concrete manholes, inlets, junction boxes, catch basins and re-laying of new brick pavers and sod. Reconstruction and modification of handicap ramps, grading, asphalt paving, striping, wiring and lights are also included.

Background:

Fiscal Impact: Amount not to exceed \$325,730.90. This project is funded by the Capital Outlay Fund (355-5.08.4200.541000). Project 08-003. The project has \$579,161.05 approved and available. Upon approval of this contract \$253,430.15 will be remaining.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

Lawrenceville Parking - Born, Perry & Clayton Street Project
Engineering

5.

				A1 Contracting, LLC		Dirt Work Grading & Contracting, Inc.		Ohmshiv Construction, LLC		Smith & Co., Inc.		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$8,500.00	\$8,500.00	\$5,845.00	\$5,845.00	\$12,500.00	\$12,500.00	\$34,988.00	\$34,988.00	\$6,154.00	\$6,154.00
2	Mobilization	1	LS	\$4,500.00	\$4,500.00	\$5,500.00	\$5,500.00	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
3	Erosion Control	1	LS	\$14,500.00	\$14,500.00	\$9,600.00	\$9,600.00	\$12,500.00	\$12,500.00	\$3,250.00	\$3,250.00	\$4,000.00	\$4,000.00
4	Site grading complete incl. pavement removal.	1	LS	\$100,000.00	\$100,000.00	\$53,160.00	\$53,160.00	\$35,000.00	\$35,000.00	\$96,000.00	\$96,000.00	\$23,555.00	\$23,555.00
5	Complete demolition of existing concrete driveways, all concrete, curb & gutter, asphalt paving, storm drain systems, saw cutting etc. & removal and replacement of unsuitable soil including haul off.	1	LS	\$76,152.00	\$76,152.00	\$7,950.00	\$7,950.00	\$99,500.00	\$99,500.00	\$14,663.00	\$14,663.00	\$35,000.00	\$35,000.00
6	Concrete work for islands & close off existing driveway	10	SY	\$35.00	\$350.00	\$121.50	\$1,215.00	\$50.00	\$500.00	\$890.00	\$8,900.00	\$225.00	\$2,250.00
7	Install GAB 8" Thick under pavement compacted	1267	TN	\$32.00	\$40,544.00	\$34.50	\$43,711.50	\$26.00	\$32,942.00	\$32.55	\$41,240.85	\$30.00	\$38,010.00
8	Install GAB 3.5" Thick under curb & gutter	22	TN	\$32.00	\$704.00	\$34.50	\$759.00	\$26.00	\$572.00	\$32.55	\$716.10	\$40.00	\$880.00
9	Install complete D/W catch basin 4' - 6' deep, incl. Tie-Ins	2	EA	\$2,500.00	\$5,000.00	\$3,240.00	\$6,480.00	\$2,500.00	\$5,000.00	\$1,849.00	\$3,698.00	\$6,000.00	\$12,000.00
10	Install complete new junction box, 10' - 15' deep incl. all Tie-Ins.	1	EA	\$3,850.00	\$3,850.00	\$6,300.00	\$6,300.00	\$4,000.00	\$4,000.00	\$3,950.00	\$3,950.00	\$5,000.00	\$5,000.00
11	Install complete new drop inlet with grate, 5' - 8' deep incl. all tie-ins.	1	EA	\$1,850.00	\$1,850.00	\$3,050.00	\$3,050.00	\$3,000.00	\$3,000.00	\$1,837.00	\$1,837.00	\$5,000.00	\$5,000.00
12	18" Curb & Gutter	950	LF	\$16.00	\$15,200.00	\$18.40	\$17,480.00	\$16.00	\$15,200.00	\$15.50	\$14,725.00	\$22.00	\$20,900.00
13	24" Curb & Gutter	35	LF	\$18.00	\$630.00	\$25.00	\$875.00	\$20.00	\$700.00	\$16.00	\$560.00	\$25.00	\$875.00
14	18" (HDPE) High Density Polyethylene Pipe (incl. shoring, excavation & bedding)	220	LF	\$35.00	\$7,700.00	\$30.00	\$6,600.00	\$35.00	\$7,700.00	\$25.00	\$5,500.00	\$55.00	\$12,100.00
15	Asphalt paving binder course - 2" (220 lb./SY) thick ,Super Pave 19 mm including tack.	450	TN	\$135.00	\$60,750.00	\$132.21	\$59,494.50	\$128.50	\$57,825.00	\$128.00	\$57,600.00	\$125.00	\$56,250.00
16	Asphalt paving surface course- 1.5" (165 lb./SY) thick, super pave 9.5 mm including tack.	340	TN	\$148.00	\$50,320.00	\$149.81	\$50,935.40	\$142.50	\$48,450.00	\$149.00	\$50,660.00	\$125.00	\$42,500.00
17	Install complete concrete sidewalk, 4" thick incl. bricks, 5' wide to match existing – Incl. HC ramps as per existing & concrete islands.	75	SY	\$38.00	\$2,850.00	\$117.30	\$8,797.50	\$30.00	\$2,250.00	\$130.00	\$9,750.00	\$55.00	\$4,125.00
18	Misc. signing & striping including HC Signage & 2X Pedestrian cross walks.	1	LS	\$16,500.00	\$16,500.00	\$7,479.00	\$7,479.00	\$10,500.00	\$10,500.00	\$3,600.00	\$3,600.00	\$4,500.00	\$4,500.00

SB001-20

Lawrenceville Parking - Born, Perry & Clayton Street Project
Engineering

5.

				A1 Contracting, LLC		Dirt Work Grading & Contracting, Inc.		Ohmshiv Construction, LLC		Smith & Co., Inc.		The Dickerson Group, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
19	Remove & Replace all Road signs including mailbox sign.	1	LS	\$4,500.00	\$4,500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$2,100.00	\$2,100.00	\$500.00	\$500.00
20	Install complete electrical conduit and secondary splice boxes for street lighting. The City will provide the conduit and secondary splice boxes. Once the conduit is installed and inspected, the City will install the wire and lights.	1	LS	\$1,050.00	\$1,050.00	\$4,000.00	\$4,000.00	\$6,500.00	\$6,500.00	\$4,315.00	\$4,315.00	\$10,000.00	\$10,000.00
21	Relocate OHP guywires	1	LS	\$1,250.00	\$1,250.00	\$250.00	\$250.00	\$1,500.00	\$1,500.00	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00
22	Tree planting - Japanese Zelkova - 3" Caliper (Type 4)	4	EA	\$850.00	\$3,400.00	\$525.00	\$2,100.00	\$450.00	\$1,800.00	\$884.00	\$3,536.00	\$755.00	\$3,020.00
23	Permanent Grass/Sod (Inc. Fert & Mulch)	1	LS	\$4,000.00	\$4,000.00	\$6,000.00	\$6,000.00	\$1,250.00	\$1,250.00	\$5,424.00	\$5,424.00	\$3,500.00	\$3,500.00
	10% Contingencies				\$42,410.00		\$30,808.60		\$37,218.90		\$36,901.00		\$29,611.90
TOTAL				\$466,510.00		\$338,890.50		\$409,407.90		\$413,913.95		\$325,730.90	

Recommended Vendor:

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION AUGUST 21ST 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of 15 Lidar/Laser Speed Detection Devices and Budget Amendment 210-09-04-2019
Department:	Police Department
Date of Meeting:	Wednesday, August 21, 2019
Fiscal Impact:	\$28,425.00
Presented By:	Chief Tim Wallis
Action Requested:	Approval to purchase 15 Lidar/Laser Speed Detection Devices in the amount of \$28,425.00 with Capital Improvement Project 09-008 and Asset Forfeiture Funds. Approval of Budget Amendment 210-09-04-2019 for \$26,325 from Confiscated Assets Fund Balance

Summary: This request is to allow our officers to have more speed detection devices to enforce speed laws within our community. Currently eleven of our Laser Devices are 12-20 years old and are unable to have annual certification required by State Law. Our current Capital Improvement Plan allows for the purchase of one Laser unit per year. The approval of this purchase would allow more of our officers to be equipped with speed detection devices and perform their proactive duties.

Background: Evaluation and Selection Process - DragonEye Technology is a local business who has provided exceptional customer service on our current Laser Devices. By using DragonEye Technologies, significant downtime and shipping costs are avoided when issues with the Laser Devices occur.

Fiscal Impact: Amount not to exceed \$28,425. This project is funded by Capital Improvement Plan 09-008 in the amount of \$2100. The remainder amount would be funded by account CLAIM ON CASH - CONFISCATED ASSETS 210-111111 for \$26,325.00. Upon approval of this purchase, this account will have \$291,483.46 remaining.

Concurrences:

Attachments/Exhibits:
Justification/Bid Quotes

6.



LAWRENCEVILLE

POLICE DEPARTMENT

To: Chief Tim Wallis

From: Major Myron Walker 

Date: July 15, 2019

Re: Request the use of Asset Forfeiture funds to purchase Lidar /Laser devices

Upon reviewing the request from Captain Gilovanni, I agree with the need to replace the aging Lidar / Laser devices our department currently uses. DragonEye Technology, whom we currently use, is a local company and makes it convenient for repairs and recertification when needed. The company's location would also allow us to save time and money as it relates to shipping when repairs are needed in the future.

I also believe the use of Asset Forfeiture would be appropriate in this case. The purchase of these devices would allow our officers to work more efficiently and be more productive with fewer interruptions in their work day.



Timothy E. Wallis
Chief of Police

LAWRENCEVILLE

POLICE DEPARTMENT

To: Major Myron Walker

From: Captain Tawnya Gilovanni 

Date: July 12, 2019

Re: Lidar purchase for Uniform Services Bureau from Asset Forfeiture Funds

This memorandum is a formal request for the purchase of new speed lidar/laser devices to be used by uniform patrol and special ops officers for the purpose of accurate speed detection and enforcement.

Due to the growth of the vehicle and pedestrian traffic in our community that we serve, our department has an increased need to enforce speed laws to protect our citizens. I am requesting the purchase of fifteen (15) new Lidar devices for our department. This number of devices is not only a reflection of the increase in traffic, but also as a result of recently having to retire eleven (11) of our lidar devices based on their age (12-20 years old) and their inability to be recertified.

Sgt. Mike Grap has provided three (3) quotes for the desired lidar/laser speed detection systems from the following companies:

DragonEye Technology	cost per unit: 1,895.00	total cost: 28,425.00
Kustom Signals, Inc.	cost per unit: 2,335.00	total cost: 35,380.80
Stalker Radar	cost per unit: 1,891.75	total cost: 30,268.00

I recommend that our department purchase the lidar devices from DragonEye Technology for several reasons. DragonEye Technology is a local business and is located at 5680 Oakbrook Pkwy. in Norcross, which makes repair, recertification and resolving of issues very convenient. Our department currently has devices purchased from DragonEye Technology and we have been extremely happy with the customer service and quality of their product.



LAWRENCEVILLE

POLICE DEPARTMENT

The following is a list of additional features of the product, which contributes to our recommendation on why this provider is our primary pick for purchase:

1. The DragonEye Speed Lidar (DESL) is environmentally rated at IP67, which is considered waterproof instead of only water-resistant.
2. The DESL is ergonomically designed with a balanced weight distribution. This allows enough room for the operator's second hand to grip and stabilize the unit just in front of the user's trigger finger. Other products sometimes provide an awkward rocker trigger dangling in front of the pistol grip. In our experience this trigger blocks the natural stabilizing position for the operator's second hand (just under the front of the unit) and requires the operator to clutch both hands together. Over hours of operation this is not comfortable.
3. DESL does not have a protruding trigger that is exposed, which can get easily damage from drops or normally handling.
4. The DESL provides a crisp clear "Head Up" display aiming system with a large fully usable sighting window. The sighting window allows a comfortable side to side and up/down eye/head position for quicker targeting and acquisition. Other products have very small rectangular aperture, extremely limiting the position of the operator's eye position. This is uncomfortable after long use and slows down visual acquisition of target vehicles.
5. The DESL is power by either two rechargeable NiMH Cell batteries OR two C-cell standard alkaline batteries. The latest generation DESL units are achieving nearly 5 days of use from a set of batteries! Importantly Lawrenceville PD can purchase their own standard batteries at any time OR buy their own rechargeable C-cell batteries from Amazon. Other products use their custom lithium battery pack. If the battery packs are dead or broken then officers will not be able to use the Lidar. Also, providers who have custom battery packs require the department to purchase new custom batteries solely from the original provider at the price that the provider is charging when the batteries break or lose their charge capacity.
6. The DESL comes standard with a real time clock and on-board memory/storage for over 3000 speed and range reading records at no extra cost. The DESL also comes standard with wireless bluetooth communication and free data retrieval software. In serious court challenges, the actual time, date, serial number, speed and range can be easily downloaded from the DESL even months after the event.



Timothy E. Wallis
Chief of Police

LAWRENCEVILLE

POLICE DEPARTMENT

7. The DESL has a maximum range setting of 6000 feet.

8. The DESL allows the officer to select from two aiming reticles: red dot or oval. The "dot" aiming reticle is useful for longer range shots to minimize obstruction of the vehicle which will look small at these longer ranges. The larger oval reticle selection is useful at night when facing bright headlights which tend to wash out smaller aiming reticle patterns.

The low cost of support and repair for DragonEye lidars simply cannot be matched by other providers. DragonEye Technology has repaired at least 8 Lawrenceville PD lidars at no charge even when they were out of warranty. When they have seen a unit failure (even out of warranty) caused by the lidar not performing as it was intended, DragonEye Technology covered the cost. In addition, the shipping charges and associated downtime from shipping liars for repairs is not an issue with a local business like DragonEye Technology.

Gwinnett County PD recently tendered a competitive bid for 55 lidar units from DragonEye Technology. The consensus from our department, as well as, surrounding agencies is that DragonEye Technology manufactures a better product that is more user friendly and that lasts longer.

Thank you very much for your consideration,

A. Gilovanni #134

Captain Tawnya A. Gilovanni

July 12, 2019 @ 1:00 PM

Date / Time

DragonEye Technology LLC

5680 Oakbrook Pkwy
Suite 149
Norcross, GA 30093
USA

Voice: 770-441-7712
Fax: 770-441-7713

QUOTATION 6.

Quote Number: 1170
Quote Date: Jul 3, 2019
Page: 1

Quoted To:

City of Lawrenceville PD
300 Jackson Street
Lawrenceville, GA 30046
USA



Customer ID	Good Thru	Payment Terms	Sales Rep
City of Lawrencevill	8/2/19	Net 30 Days	Debra Shaw

Quantity	Item	Description	Unit Price	Amount
15.00	40120-01	DRAGONEYE US LIDAR SYSTEM Includes: Each Hard Shell Carrying Case Two "C" Cell Batteries Laminated Quick Reference Card Documentation for Operator Manual Two Year Standard Warranty	1,895.00	28,425.00

Thank you for your interest in our products.

Subtotal	28,425.00
Sales Tax	
TOTAL	28,425.00



KUSTOM SIGNALS, INC.

9652 Loiret Blvd, Lanexa, KS 66219-2406
913-492-1400 Fax 913-492-1703
sales@kustomsignals.com www.kustomsignals.com

Quotation

Page 1

6.

Date 07/08/2019

To... SGT MIKE GRAP
LAWRENCEVILLE POLICE DEPT
PO BOX 2200
20 S CLAYTON ST
LAWRENCEVILLE GA 30045-2200

Quote # 177969068536SE
Terms Per Approved Terms
This Quote Expires on 10/06/2019
Phone 770-963-2443
Fax 770-339-2422

<u>Qty</u>	<u>Product Description</u>	<u>UnitPrice</u>	<u>SubTotal</u>
	Prolaser 4		
15	ProLaser 4 bundle includes a Hogue grip, 8 AA rechargeable batteries with charger (4 of which are spares), USB to PC interface cable, 12 VDC to USB adapter, hard carry case.	\$2,335.00	\$35,025.00
15	SHIPPING & HANDLING COSTS	\$23.72	\$355.80
	3-Year Standard Warranty		

Total \$35,380.80

Signature

Jenny Coughenour

* Applicable Sales Tax Not Included. Seller may charge Buyer a 25% restocking fee.



Toll Free 800-4KUSTOM (800-458-7866)

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KUSTOM SIGNALS, INC.
TERMS AND CONDITIONS

6.

1. **APPLICABILITY.** Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

2. **PRICES AND TAXES.** Prices will be Kustom Signals, Inc.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Chanute, Kansas, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

3. **PAYMENT.** Unless otherwise provided on the face of the invoice, payment is to be paid in US dollars and in accordance with the Seller approved terms for Buyer. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 30 days will be considered a default.

4. **DELIVERY AND PERFORMANCE.** Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

5. **LOSS IN TRANSIT.** Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

6. **TERMINATION, RESTOCKING CHARGES.** Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 25% restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

7. **WARRANTY.** Seller's warranty is provided separately.

8. **LIMITATION OF LIABILITY.** SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

9. **INDEMNIFICATION.** Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, willful, or intentional actions in marketing and reselling the goods.

10. **EXPORT RULES.** Exports and re-exports of the goods may be subject to United States export controls and sanctions administered by the U.S. Department of Commerce Bureau of Industry and Security under its Export Administration Regulations ("EAR"). Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including but not limited to EAR which includes, among other things, screening potential transactions against the U.S. Government's (i) list of prohibited end users, and (ii) list of prohibited countries. Buyer represents and warrants that (i) it has not been charged with, convicted of, or penalized for, any violation of EAR or any statute referenced in EAR §766.25, and (ii) it has not been notified by any government official of competent authority that it is under investigation for any violation of EAR or any statute referenced in EAR §766.25.

11. **MISCELLANEOUS.** These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the state and federal courts located in the State of Kansas for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Johnson County, Kansas, or the United States District Court, District of Kansas. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Kustom Signals, Inc.
Attn: Sales Dept.
9652 Loiret
Lenexa, KS 66219

PROLASER[®] 4

Traffic Safety LIDAR



KUSTOM SIGNALS, INC.[®]

6.

****New tracking history features available on award-winning ProLaser[®] 4.***

Superior Operation

- Increased target range to measure violators before they see you
- Improved operation through glass to enforce in comfort
- Fast acquisition time so you never miss your target
- Electronic tamper detection available
- Certification warning and optional expiration lockout assists with certifications management **New*

Easy Data Logging

- Multiple Event Recall of previous measurements
- High capacity internal memory
- Easy export to Excel[™] via USB for traffic statistical analysis

Superior Ergonomics

- Ideally balanced to reduce fatigue
- 30% lighter than traditional LIDAR
- Ruggedized pistol handle with Hogue[®] grip to withstand rough handling
- Bluetooth[®] hip printer available **New*

Easy to Read Display

- Highly intuitive & customizable user interface
- 4 selectable aiming reticles
- Multiple language support
- TimeTrak[™] HUD target tracking indicator **New*
- Count-up timer option **New*

Versatile Power Options

- 4 x AA Batteries (alkaline or rechargeable)
- 12 VDC in-car adaptor
- USB powered for use (from PC or car)
- 40% longer battery life than ProLaser III



***New**

Now with Bluetooth handle option

Superior target acquisition time

Lowest operating costs

3 year warranty*

*For USA only, International configurations may vary. Please contact your Account Manager for details.

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.

www.KustomSignals.com

Tel. **800-458-7866**

913.492

Page 53



Specifications

Laser wavelength:	904 nm +/- 10 nm
Speed accuracy:	+/- 1 mph (+/- 1 km/h, +/- 1 knots)
Speed range:	10 - 200 mph (16 - 320 km/h, 8 - 174 knots) 0 minimum speed optional
Target range:	10 - 8,000 ft (stationary, reflective) (3 - 2,400 m)
Range accuracy:	+/- 6 inches (+/- 15 cm)
Display resolution:	0.1 ft (0.1 m)
Acquisition time:	0.3 seconds (on qualified targets)
Laser beamwidth:	1 mR horizontal/2.67 mR vertical
Eye safety:	CDRH/FDA Class 1 or 1M IEC60825-1
Battery life:	11+ hours, continuous trigger down
Operating temp:	-22°F to 140°F (-30°C to 60°C)
Power input:	4 x AA batteries USB type B 12 VDC adaptor
I/O data port:	USB with high retention connector
Profile (H x W x L):	9.8" x 4.3" x 6.3" (25 cm x 11 cm x 16 cm)
Weight (inc. batteries):	2.5 lbs (1.1 kg)
Weight (no batteries):	2.2 lbs (1.0 kg)
IP67 water and dust proof NHTSA Conforming Product List	



ProLaser 4 Package includes

- Hogue[™] Cobblestone over-sleeve grip
- Battery charger
- 8 AA NiMH rechargeable batteries *
- USB cable and 12 VDC adapter
- 3 year warranty *
- Hard carry case

Construction & Environmental

- Rugged, high-impact polycarbonate handle
- Aluminium housing with rubber bumpers
- Poor weather and obstruction mode

Accessories

- Tripod
- Lockable motorcycle holsters
- Shoulder stock
- TimeTrak[™] HUD target tracking indicator **New**
- Count-up timer (elapsed time since lock) **New**
- Bluetooth[®] handle and hip printer **New**
- Certification warning and lock-out feature **New**
- Saddlebag sleeve padded soft case
- Electronic tamper detection and lockout
- 3x HUD magnification
- Online operator training

Factory Selectable Options "Set it and forget it!"

Feature Description

Factory Selectable Options

Recall Events Menu	Disable Event Recall Menu and target measurement storage OR Collect all target measurements and view on rear display (default) OR Recall Marked Events and save select measurements
TimeTrak [™] (Optional)	Programmable HUD indicator for elapsed tracking history timer
Count-up timer (Optional)	Elapsed time since target speed measured (rear display)
Units of Measure Menu	Disable Units Menu - ships with single selected unit of measure (default) includes mph, kph, knots, or fps OR With menu - factory selected paired units of measure - mph/kph; mph/knots; kph/knots or mph/fps
Certification Notification & Lockout (Optional/Patent Pending)	Programmable certification date reminder (default) OR Lock-out if certification has expired



TimeTrak[™]



Count-up timer

*For USA only, International configurations may vary. Please contact your Account Manager for details.

Kustom Signals Inc. 9652 Loiret Boulevard, Lenexa, KS, 66219, USA.

www.KustomSignals.com

Tel. 800-458-7866

913.411-1111 Page 54



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Dan Troutt
972-801-4888

QUOTE
2030144

6.

Page 1 of 2

Date: 07/09/19

Reg Sales Mgr: Scott Berry
972-837-5129

Effective From : 07/09/2019

Valid Through: 10/07/2019

Lead Time: 35 working days

Bill To: Lawrenceville Police Dept 300 Jackson St Lawrenceville, GA 30046-5745	Customer ID: 300451 Accounts Payable	Ship To: Lawrenceville Police Dept 300 Jackson St Lawrenceville, GA 30046-5745	<i>FedEx Ground</i> Captain King
--	---	--	--

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	12	808-6125-00	LIDAR-RLR High Accuracy - w/BT, DL & FTC, 2 Batter	24	\$2,499.00	\$29,988.00
Ln	Qty	Part Number	Description		Price	Ext Price
1	12	200-1278-03	High Accuracy RLR Lidar w/Bluetooth			\$0.00
2	24	200-1053-01	Lidar RLR Battery			\$0.00
3	12	200-1092-00	Lidar RLR Dual Bay Battery Charger			\$0.00
4	12	035-0211-00	Soft Storage Bag			\$0.00
5	12	011-0002-00	Lidar Certificate of Accuracy			\$0.00
6	12	011-0231-00	Lidar RLR Quick Start Guide			\$0.00
7	12	011-0215-00	Lidar RLR Operators Manual			\$0.00
8	12	035-0389-00	Lidar RLR Shipping Box w/Foam			\$0.00
9	12	060-1000-24	24-Month Warranty			\$0.00
Group Total						\$29,988.00

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	4	808-6125-00	LIDAR-RLR High Accuracy - w/BT, DL & FTC, 2 Batter	24		\$0.00
Ln	Qty	Part Number	Description		Price	Ext Price
10	4	200-1278-03	High Accuracy RLR Lidar w/Bluetooth			\$0.00
11	8	200-1053-01	Lidar RLR Battery			\$0.00
12	4	200-1092-00	Lidar RLR Dual Bay Battery Charger			\$0.00
13	4	035-0211-00	Soft Storage Bag			\$0.00
14	4	011-0002-00	Lidar Certificate of Accuracy			\$0.00
15	4	011-0231-00	Lidar RLR Quick Start Guide			\$0.00
16	4	011-0215-00	Lidar RLR Operators Manual			\$0.00
17	4	035-0389-00	Lidar RLR Shipping Box w/Foam			\$0.00
18	4	060-1000-24	24-Month Warranty			\$0.00
Group Total						\$0.00

** Continued on Next Page **

Page 55

applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: | Dan Troutt
| 972-801-4888

QUOTE
#2030144

6.

Page 2 of 2

Date: 07/09/19

Reg Sales Mgr: | Scott Berry
| 972-837-5129

Effective From : 07/09/2019

Valid Through: 10/07/2019

Lead Time: 35 working days

Bill To: Lawrenceville Police Dept 300 Jackson St Lawrenceville, GA 30046-5745	Customer ID: 300451 Accounts Payable	Ship To: Lawrenceville Police Dept 300 Jackson St Lawrenceville, GA 30046-5745	<i>FedEx Ground</i> Captain King
--	--	--	---

Product	\$29,988.00	Sub-Total:	\$29,988.00
Discount	\$0.00	Sales Tax 0%	\$0.00
Payment Terms: Net 30 days		Shipping & Handling:	\$280.00
		Total: USD	\$30,268.00

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Sole Source Purchase of Encoder Receiver Transmitters
Department:	Gas
Date of Meeting:	Wednesday, August 21, 2019
Fiscal Impact:	\$84,000.00
Presented By:	Todd Hardigree
Action Requested:	Award Sole Source Purchase of Encoder Receiver Transmitters (ERTS) to Anixter, Inc. in the amount of \$84,000.00.

Summary: This sole source purchase is to provide 1500 ERTS units at a cost of \$56.00 per unit for the 250 class meters that will be used for the approved 2020 Capital Outlay project, Gas Meter Change-Outs. The Itron ERT is a trademarked product which is solely distributed by Anixter, Inc. in Georgia.

Background: Council approved the purchase of 15,000 Itron ERTS as a three year capital project at the September, 2012 regular meeting.

Fiscal Impact: Amount of \$84,000.00. This project is funded by the Capital Outlay Fund (515A-5.11.4700.541000). Project 11-033. The Project has \$270,000 approved and available. Upon approval of this item \$186,000 will be remaining in the project.

Concurrences:

Attachments/Exhibits:
Sole Source Justification



Knowledge to Shape Your Future

7.

August 1, 2019

City of Lawrenceville, GA
Attn: Jonathan Perez
18 South Clayton St.
Lawrenceville, GA 30045

To Whom It May Concern,

This letter is to inform you that Anixter Power Solutions is the only Electricity Distributor for Itron in Georgia. Anixter is also authorized to sell Itron Gas ERTs. No other Itron Distributors located in Georgia are authorized to sell or quote Itron gas ERT products. Lawrenceville will receive initial line of support from Anixter on the purchase of these gas ERTs.

From a product perspective, Itron is the only provider of mobile and hand held meter reading equipment which can read SCM+ messages and download interval data from compatible Itron endpoints such as 100G devices with Datalogging.

Please feel free to contact myself if you have any questions or require further information.
Sincerely,

A handwritten signature in purple ink that reads "Rusty Agi".

Rusty Agi
Area Manager



LAWRENCEVILLE

GEORGIA

8.

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Black Plastic Gas Line Replacement Project- Hwy 78 and Budget Amendment 515-09-04-2019

Department: Gas

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: \$329,762.07

Presented By: Todd Hardigree

Action Requested: Award Black Plastic Gas Line Replacement Project- Hwy 78 to low bidder, Harrison & Harrison, Inc., amount not to exceed \$329,762.07. Approve Budget Amendment 515-09-04-2019 in the amount of \$105,000.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of replacing approximately 7500 feet of 2 inch PE with 4 inch PE. Main will be installed on the same side of the ROW as existing main. There will be three 4 inch tie-ins, one 3 inch tie-in and four 2 inch tie-ins. Services will be tied over to new main before existing main is retired and abandoned in place.

The Gas Fund has \$2,745,398.00 available Fund Balance (above policy). Upon approval of this Budget Amendment \$2,640,395.00 will be remaining in Fund Balance.

Background:

Fiscal Impact: Amount not to exceed \$329,762.07. This project is funded by the Capital Outlay Fund (515A-5.11.4700.541000). Project 11-038. The project has \$225,000.00 approved and available. Upon approval of the Budget Amendment and the contract the project will have \$237.93.00 remaining.

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

SB003-20

Black Plastic Gas Line Replacement Project- Hwy 78

Gas Department

			Harrison & Harrison, Inc.		Pride Utility Construction Company	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project						
1	Warranties & Bonds	1 LS	\$6,033.97	\$6,033.97	\$8,000.00	\$8,000.00
2	Remoblilization	1 LS	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00
3	4” Polyethylene Bore	7500 LF	\$22.21	\$166,575.00	\$50.00	\$375,000.00
4	4” Tie-in	4 EA	\$3,152.25	\$12,609.00	\$5,600.00	\$22,400.00
5	3” Tie-in	2 EA	\$3,185.50	\$6,371.00	\$4,500.00	\$9,000.00
6	2” Tie-in	4 EA	\$2,675.00	\$10,700.00	\$3,500.00	\$14,000.00
7	Service Tie-over - ½” thru 2”	30 EA	\$1,622.77	\$48,683.10	\$1,500.00	\$45,000.00
8	Service Replacement Insert/Re-dig	10 EA	\$2,197.20	\$21,972.00	\$2,500.00	\$25,000.00
9	Locate Station Installation	10 EA	\$64.40	\$644.00	\$100.00	\$1,000.00
Total			\$274,588.07		\$511,400.00	
Optional Variable Quantity Line Items						
1	Add for Rock Bore	500 LF	\$91.62	\$45,810.00	\$110.00	\$55,000.00
2	Add for Blast/Hammer Rock	200 LF	\$46.82	\$9,364.00	\$120.00	\$24,000.00
Option Total			\$55,174.00		\$79,000.00	
Grand Total with Options			\$329,762.07		\$590,400.00	

Recommended Vendor:

Harrison & Harrison, Inc.

P.O. Box 5635

Athens, GA 30604

P: 706-549-2555

jameyhh@bellsouth.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Purchase of Diaphragm Gas Meters on an Annual Contract Change Order 1

Department: Gas

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: \$107,295.00

Presented By: Todd Hardigree

Action Requested: Approval of Purchase of Diaphragm Gas Meters on an Annual Contract Change Order 1 to awarded supplier, Equipment Controls Company, Inc. in the amount of \$107,295.00. Authorization for Mayor to execute change order 1.

Summary: This change order is to increase line item 1 (250 class diaphragm gas meters) by 1500 units at a cost of \$107,295.00. These meters will be used for the approved 2020 Capital Outlay project, Gas Meter Change-Outs.

Total contract value will be \$361,803.00.

Background: Council approved the renewal of Purchase of Diaphragm Gas Meters on an Annual Contract at the April 10, 2019 regular meeting.

Fiscal Impact: Amount of \$107,295.00. This project is funded by the Capital Outlay Fund (515A-5.11.4700.541000). Project 11-033 has \$270,000.00 approved and available. Upon approval of this item \$162,705.00 will be remaining in the project.

Concurrences:

Attachments/Exhibits:



CITY OF LAWRENCEVILLE CONTRACT/PO CHANGE ORDER

9.

Department: _____ Change Order #: _____

Project/PO: _____ Change Order Date: _____

Contractor/Vendor: _____

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)
		Net Amount	

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

Original Contract/PO Amount: \$ _____

Previous Change Order Amount: \$ _____

Amount of Change Order Requested (Increase/Decrease) \$ _____

New Contract/PO Amount (Including this Change Order) \$ _____

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

10.

AGENDA REPORT

MEETING: WORK SESSION AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Loganville Steel Gas Pipe Replacement Project – Phase II and Budget Amendment 215-09-04-2019B

Department: Gas

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: \$566,710.66

Presented By: Todd Hardigree

Action Requested: Award Loganville Steel Gas Pipe Replacement Project – Phase II to low bidder, Harrison & Harrison, Inc., amount not to exceed \$566,710.66. Approval of Budget Amendment 215-09-04-2019B in the amount of \$202,000. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of replacing approximately 16,000 ft. of 2 inch steel pipe with 3,800 ft. of 2 inch PE pipe and 12,050 ft. of 4 inch PE pipe. There will be approximately 34 driveway bores, 14 road bores and approximately 170 services to tie-over and possibly 20 service replacements by insert/re-dig.

The Gas Fund has \$2,745,398 available Fund Balance (above policy). Upon approval of this Budget Amendment \$2,543,398 will be remaining in Fund Balance.

Background:

Fiscal Impact: Amount not to exceed \$566,710.66. This project is funded by the Capital Outlay Fund (515A-5.11.4700.541000). Project 11-028 has \$365,000 approved and available. Upon approval of the Budget Amendment and contract \$289.34 will be remaining the project.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

Loganville Steel Gas Pipe Replacement Project - Phase II
Gas Department

10.

				D. Lance Souther, Inc.		Harrison & Harrison, Inc.		Pride Utility Construction Co.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$10,000.00	\$10,000.00	\$9,338.06	\$9,338.06	\$10,000.00	\$10,000.00
2	Remobilization	1	LS	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$12,000.00	\$12,000.00
3	4" Polyethylene lay	12050	LF	\$26.65	\$321,132.50	\$22.07	\$265,943.50	\$40.00	\$482,000.00
4	2" Polyethylene lay	3800	LF	\$20.10	\$76,380.00	\$11.42	\$43,396.00	\$30.00	\$114,000.00
5	4" Creek Bore	400	LF	\$25.00	\$10,000.00	\$20.00	\$8,000.00	\$185.00	\$74,000.00
6	4" Driveway Bore	16	EA	\$500.00	\$8,000.00	\$20.00	\$320.00	\$1,500.00	\$24,000.00
7	2" Driveway Bore	18	EA	\$400.00	\$7,200.00	\$10.00	\$180.00	\$950.00	\$17,100.00
8	4" Road Bore	11	EA	\$1,250.00	\$13,750.00	\$20.00	\$220.00	\$4,500.00	\$49,500.00
9	2" Road Bore	4	EA	\$1,000.00	\$4,000.00	\$10.00	\$40.00	\$2,500.00	\$10,000.00
10	4" Tie-In	6	EA	\$1,950.00	\$11,700.00	\$1,603.50	\$9,621.00	\$5,500.00	\$33,000.00
11	2" Tie-In	16	EA	\$1,325.00	\$21,200.00	\$1,127.75	\$18,044.00	\$4,000.00	\$64,000.00
12	Service Tie-over	170	EA	\$800.00	\$136,000.00	\$541.23	\$92,009.10	\$1,500.00	\$255,000.00
13	Service Replacement Insert/Re-dig	20	EA	\$1,750.00	\$35,000.00	\$570.45	\$11,409.00	\$2,500.00	\$50,000.00
14	Locate Station Installation	30	EA	\$100.00	\$3,000.00	\$64.40	\$1,932.00	\$100.00	\$3,000.00
TOTAL				\$660,362.50		\$461,452.66		\$1,197,600.00	

OPTIONAL VARIABLE QUANTITY LINE ITEMS									
1	Add for Rock Bore	1000	LF	\$75.00	\$75,000.00	\$86.53	\$86,530.00	\$110.00	\$110,000.00
2	Add for Blast/Hammer Rock	400	LF	\$75.00	\$30,000.00	\$46.82	\$18,728.00	\$120.00	\$48,000.00
TOTAL				\$105,000.00		\$105,258.00		\$158,000.00	

TOTAL WITH OPTIONS				\$765,362.50		\$566,710.66		\$1,355,600.00	
---------------------------	--	--	--	--------------	--	--------------	--	----------------	--

Recommended Vendor

Harrison & Harrison, Inc.

PO Box 5635

Athens, GA 30604

706-549-2555

jameyhh@bellsouth.net



LAWRENCEVILLE

GEORGIA

11.

AGENDA REPORT

MEETING: WORK SESSION AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of Natural Gas Materials on a Six-Month Contract
Department:	Gas
Date of Meeting:	Wednesday, August 21, 2019
Fiscal Impact:	\$258,262.75
Presented By:	Todd Hardigree
Action Requested:	Approval to renew Purchase of Natural Gas Materials on a Six-Month Contract (September 5, 2019 through March 4, 2020) to Consolidated Pipe & Supply Co., Inc. in the amount of \$258,262.75. This is the first of four renewal options. There is no increase in price.

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

Background:

Fiscal Impact: Amount of \$258,262.75. This contract is funded by the Repairs & Maintenance-Equipment Fund (515-5.11.4700.522240) the Specialty Supplies-Gas Fund (515-5.11.4700.531122), the Cathodic Supplies fund (515-5.11.4700.531129), the Pipe & Fitting Fund (515-5.11.4700.531170), the Regulator Stations Fund (515-5.11.4700.531171), and the Capital Outlay Fund (515A-5.11.4700.541000). Project 11-030.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

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

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

BID TABULATION

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

BID TABULATION

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

BID TABULATION

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

BID TABULATION

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

BID TABULATION

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

Recommended vendor:

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of Materials for 3 Electrical Projects
Department:	Electric
Date of Meeting:	Wednesday, August 21, 2019
Fiscal Impact:	\$76,568.61
Presented By:	Rick Baldwin
Action Requested:	Award Purchase of Materials for 3 Electrical Projects to the following low bidders: Anixter Utility Power Solutions for line items 27 and 38 in the amount of \$131.28, Gresco Utility Supply for line items 4, 9, 10, 16, 19, 21, 25, 33, 34, and 35 in the amount of \$38,594.00, Stuart C. Irby Co., Inc. for line items 2, 7, 8, 11, 12, 15, 17, 26, 31, 32, and 36 in the amount of \$20,579.20, Tri-State Utility Products for line items 13, 29, and 30 in the amount of \$1,638.00, and Wesco Distribution, Inc. for line items 1, 3, 5, 6, 14, 18, 20, 22, 23, 24, 28, and 37 in the amount of \$15,626.13.

Summary: This is to provide materials for three upcoming electric projects which include Jackson Street Single Phase Overhead to Underground Conversion Project, Jackson Street Three Phase Overhead to Underground Conversion Project, and Lawrenceville Police Department Underground Cable Backup Feed Installation Project.

Background:

Fiscal Impact: Amount of \$76,568.61. This project is funded by the Capital Outlay Fund (510-5.06.4600.541000). Project 06-020 has \$400,000 approved and available. Upon approval of this item \$323,431.39 will be remaining in the project.

Concurrences:

Attachments/Exhibits:

				Anixter Utility Power Solutions	Gresco Utility Supply	Stuart C. Irby Co., Inc.	Tri-State Utility Products	Wesco Distribution, Inc.
ITEM #	DESCRIPTION	QTY.		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	6" POLY CONDUIT DIRECT BORE RED (1000') (450' Per Reel)	3	Reel	\$7,627.50	\$8,707.50	\$7,249.50	N/B	\$6,588.00
2	4" POLY CONDUIT DIRECT BORE RED (770') (500' Per Reel)	2	Reel	\$3,375.00	\$2,950.00	\$2,690.00	N/B	\$2,700.00
3	2" POLY CONDUIT DIRECT BORE RED (1375') (2,500' Per Reel)	1	Reel	\$2,250.00	\$1,800.00	\$1,950.00	N/B	\$1,700.00
4	15kV, 260 MIL, 1000 MCM (550' REEL) (Cut to Length)	3	Reel	\$17,506.50	\$10,560.00	\$14,010.15	\$14,730.00	\$13,580.85
5	15kV, 260 MIL, 1000 MCM (650' REEL) (Cut to Length)	3	Reel	\$20,689.50	\$12,480.00	\$16,557.45	\$14,730.00	\$4,300.73
6	15kV, 220 MIL, EPR, 1/0 PRIMARY (1000' Total)(3Ø @ 330')	1	Reel	\$8,230.00	\$12,750.00	\$2,380.00	\$3,811.50	\$2,205.50
7	15kV, 220 MIL, EPR, 1/0 PRIMARY (1650' Total)(3Ø @ 550')	1	Reel	\$13,579.50	\$0.00	\$3,927.00	\$6,352.50	\$0.00
8	15kV, 220 MIL, EPR, 1/0 PRIMARY (1Ø@1485' Total)	1	Reel	\$4,054.05	\$0.00	\$3,534.30	\$5,717.25	\$0.00
9	15 kV, LOADBREAK ELBOW, W/O TP, 200A, 175/220 MIL INS, 1/0	34	Each	\$873.80	\$790.50	\$855.10	\$1,070.00	\$816.00
10	1/0 UNDERGROUND TERMINATION KIT	1	Box	\$1,006.25	\$39.00	\$427.50	N/B	N/B
11	2" U GUARD RISER SHIELD (40") (10' SECTION)	4	Each	\$50.00	\$61.20	\$35.80	N/B	\$398.00
12	4" U GUARD RISER SHIELD (40") (10' SECTION)	4	Each	\$144.00	\$164.00	\$79.80	N/B	\$100.00
13	3 Ø TERMINATING CABINET	1	Each	\$1,131.00	\$1,045.00	\$1,147.00	\$920.00	\$1,131.50
14	3- POSITION JUNCTION	3	Each	\$1,064.25	\$291.00	\$322.50	\$390.00	\$287.25

WQ009-20

Purchase of Materials for 3 Electrical Projects

Electric Department

12.

				Anixter Utility Power Solutions	Gresco Utility Supply	Stuart C. Irby Co., Inc.	Tri-State Utility Products	Wesco Distribution, Inc.
ITEM #	DESCRIPTION	QTY.		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
15	37.5 KVA, SINGLE PHASE, 7200, 120/240, UG, PADMOUNT, W/O IFD	4	Each	N/B	\$5,660.00	\$5,424.00	\$5,520.00	\$7,568.00
16	42" X 42" SINGLE PHASE TRANSFORMER CONCRETE PAD	4	Each	N/B	\$300.00	\$352.00	\$0.00	N/B
17	ANCHOR, 10" SINGLE HELIX,	1	Box	\$89.80	\$86.00	\$84.00	\$104.00	\$86.00
18	ANCHOR ROD, 3/4" X 7' GALVANIZED	2	Each	\$42.00	\$42.00	\$39.90	\$115.00	\$36.00
19	15 kV, RISER POLE, POLYMER ARRESTER	1	Box	\$38.20	\$34.00	\$166.00	\$40.00	\$34.50
20	FG T-BRACKET, 1-PHASE ARRESTER & CUTOUT	1	Each	\$34.30	\$34.00	\$0.00	\$216.00	\$26.00
21	FG T-BRACKET, 3-PHASE ARRESTER & CUTOUT	1	Each	\$112.55	\$110.00	\$0.00	\$545.00	\$115.75
22	15 kV BUSHING INSERT	3	Box	\$222.50	\$67.50	\$1,957.50	\$2,156.25	\$63.00
23	SINGLE EYE SUPPORT GRIP FOR 1/0 WIRE (KELLUMS)	1	Box	\$402.50	\$400.00	\$747.50	\$15.50	\$15.50
24	ELBOW TAP PLUG	1	Box	\$2,645.00	N/B	\$1,270.00	\$147.00	\$75.50
25	BUSHING INSULATING CAP, WITH GROUND	1	Box	\$667.50	\$19.00	\$655.50	\$600.00	\$21.00
26	CUTOUT 15kV, 100A, POLYMER	4	Each	\$317.60	\$272.00	\$239.80	N/B	\$267.00
27	15 kV POLYMER INSULATOR	1	Box	\$66.08	\$157.50	\$154.40	\$255.00	N/B
28	15 kV ELBOW ARRESTOR	4	Each	\$235.80	\$242.00	\$233.00	\$368.00	\$231.40

WQ009-20
Purchase of Materials for 3 Electrical Projects
Electric Department

12.

				Anixter Utility Power Solutions	Gresco Utility Supply	Stuart C. Irby Co., Inc.	Tri-State Utility Products	Wesco Distribution, Inc.
ITEM #	DESCRIPTION	QTY.		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
29	WIRE, #2, 7 STR BARE CU (25# SPOOL)	2	Spool	\$810.00	\$192.50	\$195.00	\$182.00	\$190.50
30	WIRE, 4/0, 7 STR BARE CU	2	Spool	\$2,560.00	\$2,600.00	\$1,292.50	\$536.00	\$2,421.00
31	GRIP, PREFORM FOR STEEL GUY WIRE	1	Box	\$162.50	\$145.00	\$122.50	\$172.50	N/B
32	GROUND SLEEVES FIBERGLASS, DIMENSIONS: 75" X 73" X 36"	2	Each	N/B	\$0.00	\$2,672.00	N/B	N/B
33	PSE-9 DEADFRONT SWITCHGEAR	2	Each	N/B	\$26,690.00	\$27,364.00	\$35,800.00	N/B
34	POLYWATER PULLING LUBE	2	Box	\$712.50	\$132.00	\$139.80	N/B	\$144.00
35	ROD, GROUND, 5/8" X 8'	1	Box	\$1,290.00	\$51.50	\$1,075.00	\$600.00	\$55.25
36	T-BODY TERMINATOR FOR 1000 UNDERGROUND PRIMARY	15	Each	\$3,117.00	N/B	\$1,770.00	N/B	N/B
37	RISER WIRE, #6 CU, SOL, POLYWIRE	1	Spool	\$140.00	\$162.50	\$132.50	\$115.00	\$97.25
38	FIBERLINK, DOWN GUY, 78"	4	Each	\$65.20	\$84.00	N/B	\$235.00	N/B
TOTAL				\$95,312.38	\$89,119.70	\$101,253.00	\$95,443.50	\$45,255.48

Recommended Vendors:

Anixter Utility Power Solutions
3525 Best Friend Rd.
Norcross, GA 30071
404-223-1849
Lines 27 and 38

Tri-State Utility Products
1030 Atlanta Industrial Dr.
Marietta, GA 30066
770-590-2857
Lines 13, 29, and 30

Gresco Utility Supply
1135 Rumble Rd.
Forsyth, GA 31029
478-315-0800
Lines 4, 9, 10, 16, 19, 21, 25, 33, 34, and 35

Wesco Distribution, Inc.
610-B Bohannon Rd.
Fairburn, GA 30213
770-477-3860
Lines 1, 3, 5, 6, 14, 18, 20, 22, 23, 24, 28, and 37

Stuart C. Irby Co., Inc.
1025 A Cobb International Pl.
Kennesaw, GA 30144
770-422-1005
Lines 2, 7, 8, 11, 12, 15, 17, 26, 31, 32, and 36



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Provision of Landscape and Maintenance Services on an Annual Contract
Department:	Public Works
Date of Meeting:	Wednesday, August 21, 2019
Fiscal Impact:	\$425,000.00
Presented By:	Barry Mock
Action Requested:	Approval to renew Provision of Landscape and Maintenance Services on an Annual Contract (October 2, 2019 through October 1, 2020) to Russell Landscape, LLC in the amount of \$425,000.00.

Summary: This contract provides comprehensive landscaping maintenance services on the sites of 20 locations throughout the City. This agreement also provides for landscaping enhancements on a time and materials basis as well as optional treatment services on an as needed basis. This is the first of four renewal options. Pricing has increased 2% as stipulated in the agreement.

Background:

Fiscal Impact: Amount of \$425,000.00. This project is funded by the Lawn Care Fund (100-5.15.1565.522140).

Concurrences:

Attachments/Exhibits:

Bid Tabulation

RP006-18

**Provision of Landscape and Maintenance Services on an Annual Contract
Public Works**

				Russell Landscape, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		MONTHLY PRICE	TOTAL PRICE
LOCATION 1: CITY HALL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$133.62	\$1,603.44
B.	Fertilization and Weed Control	12	Each	\$25.50	\$306.00
C.	Over Seeding and Aeration	12	Each	\$17.09	\$205.02
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$204.00	\$2,448.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$180.03	\$2,160.36
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$65.28	\$783.36
LOCATION 1: CITY HALL TOTAL				\$625.52	\$7,506.18
LOCATION 2: LAWRENCEVILLE PUBLIC WORKS FACILITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$887.66	\$10,651.86
B.	Fertilization and Weed Control	12	Each	\$122.40	\$1,468.80
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$736.44	\$8,837.28
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$170.85	\$2,050.20
LOCATION 2: LAWRENCEVILLE PUBLIC WORKS FACILITY TOTAL				\$1,917.35	\$23,008.14
LOCATION 3: BOULDER CREEK COFFEE, AURORA THEATER & PARKING DECK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$71.66	\$859.86
B.	Fertilization and Weed Control	12	Each	\$9.18	\$110.16
C.	Over Seeding and Aeration	12	Each	\$11.22	\$134.64
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$745.11	\$8,941.32
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$195.33	\$2,343.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$58.65	\$703.80
LOCATION 3: BOULDER CREEK COFFEE, AURORA THEATER & PARKING DECK TOTAL				\$1,091.15	\$13,093.74
LOCATION 4: HISTORIC COURTHOUSE/DOWNTOWN SQUARE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$102.00	\$1,224.00
B.	Fertilization and Weed Control	12	Each	\$17.34	\$208.08
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$3,641.40	\$43,696.80
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$290.70	\$3,488.40
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$180.80	\$2,169.54
LOCATION 4: HISTORIC COURTHOUSE/DOWNTOWN SQUARE TOTAL				\$4,232.24	\$50,786.82
LOCATION 5: HERITAGE TRAIL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$137.70	\$1,652.40
B.	Fertilization and Weed Control	12	Each	\$34.94	\$419.22
C.	Over Seeding and Aeration	12	Each	\$8.42	\$100.98
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$29.58	\$354.96
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$440.90	\$5,290.74
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$257.30	\$3,087.54
LOCATION 5: HERITAGE TRAIL TOTAL				\$908.82	\$10,905.84

LOCATION 6: POLICE DEPARTMENT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$280.50	\$3,366.00
B.	Fertilization and Weed Control	12	Each	\$225.93	\$2,711.16
C.	Over Seeding and Aeration	12	Each	\$36.72	\$440.64
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$193.80	\$2,325.60
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$224.66	\$2,695.86
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$291.47	\$3,497.58
LOCATION 6: POLICE DEPARTMENT TOTAL				\$1,253.07	\$15,036.84
LOCATION 7: LAWRENCEVILLE LAWN					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$290.70	\$3,488.40
B.	Fertilization and Weed Control	12	Each	\$269.28	\$3,231.36
C.	Over Seeding and Aeration	12	Each	\$36.72	\$440.64
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$542.90	\$6,514.74
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$1,494.30	\$17,931.60
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$380.97	\$4,571.64
LOCATION 7: LAWRENCEVILLE LAWN TOTAL				\$3,014.87	\$36,178.38
LOCATION 8: COOPER PARK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$58.14	\$697.68
B.	Fertilization and Weed Control	12	Each	\$26.52	\$318.24
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$91.04	\$1,092.42
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$88.74	\$1,064.88
LOCATION 8: COOPER PARK TOTAL				\$264.44	\$3,173.22
LOCATION 9: RAILROAD DEPOT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$45.90	\$550.80
B.	Fertilization and Weed Control	12	Each	\$15.05	\$180.54
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$36.72	\$440.64
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$53.81	\$645.66
LOCATION 9: RAILROAD DEPOT TOTAL				\$151.47	\$1,817.64
LOCATION 10: JENKINS PARK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$249.90	\$2,998.80
B.	Fertilization and Weed Control	12	Each	\$122.40	\$1,468.80
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$280.50	\$3,366.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$299.88	\$3,598.56
LOCATION 10: JENKINS PARK TOTAL				\$952.68	\$11,432.16
LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE)					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$683.40	\$8,200.80
B.	Fertilization and Weed Control	12	Each	\$300.90	\$3,610.80
C.	Over Seeding and Aeration	12	Each	\$5.61	\$67.32

COST TABULATION

PAC

13.

D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$231.54	\$2,778.48
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$496.74	\$5,960.88
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$214.20	\$2,570.40
LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE) TOTAL				\$1,932.39	\$23,188.68
LOCATION 12: GATEWAY #1					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$154.28	\$1,851.30
B.	Fertilization and Weed Control	12	Each	\$82.88	\$994.50
C.	Over Seeding and Aeration	12	Each	\$17.09	\$205.02
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$496.49	\$5,957.82
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$330.23	\$3,962.70
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$170.85	\$2,050.20
LOCATION 12: GATEWAY #1 TOTAL				\$1,251.80	\$15,021.54
LOCATION 13: BURSON POINT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$81.86	\$982.26
B.	Fertilization and Weed Control	12	Each	\$30.60	\$367.20
C.	Over Seeding and Aeration	12	Each	\$8.42	\$100.98
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$273.36	\$3,280.32
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$102.00	\$1,224.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$69.11	\$829.26
LOCATION 13: BURSON POINT TOTAL				\$565.34	\$6,784.02
LOCATION 14: SCENIC HIGHWAY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$374.09	\$4,489.02
B.	Fertilization and Weed Control	12	Each	\$176.46	\$2,117.52
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$332.01	\$3,984.12
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$475.07	\$5,700.78
LOCATION 14: SCENIC HIGHWAY TOTAL				\$1,357.62	\$16,291.44
LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$121.38	\$1,456.56
B.	Fertilization and Weed Control	12	Each	\$45.39	\$544.68
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$195.33	\$2,343.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$157.08	\$1,884.96
LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY TOTAL				\$519.18	\$6,230.16
LOCATION 16: CALABOOSE ALLEY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$22.95	\$275.40
B.	Fertilization and Weed Control	12	Each	\$0.00	\$0.00
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$21.42	\$257.04
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$20.91	\$250.92
LOCATION 16: CALABOOSE ALLEY TOTAL				\$65.28	\$783.36

LOCATION 17: 316/120 INTERCHANGE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$663.00	\$7,956.00
B.	Fertilization and Weed Control	12	Each	\$488.58	\$5,862.96
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$2,909.04	\$34,908.48
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$466.65	\$5,599.80
LOCATION 17: 316/120 INTERCHANGE TOTAL				\$4,527.27	\$54,327.24
LOCATION 18: S PERRY/S CLAYTON INTERCHANGE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$57.12	\$685.44
B.	Fertilization and Weed Control	12	Each	\$3.32	\$39.78
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$293.76	\$3,525.12
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$81.60	\$979.20
LOCATION 18: S PERRY/S CLAYTON INTERCHANGE TOTAL				\$435.80	\$5,229.54
LOCATION 19: BRISCOE FIELD ENTRANCE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$78.54	\$942.48
B.	Fertilization and Weed Control	12	Each	\$20.91	\$250.92
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$91.80	\$1,101.60
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$82.62	\$991.44
LOCATION 19: BRISCOE FIELD ENTRANCE TOTAL				\$273.87	\$3,286.44
LOCATION 20: PARK BENCH AREAS ON PAPER MILL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$51.00	\$612.00
B.	Fertilization and Weed Control	12	Each	\$6.38	\$76.50
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$51.00	\$612.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$51.00	\$612.00
LOCATION 20: PARK BENCH AREAS ON PAPER MILL TOTAL				\$159.38	\$1,912.50
GRAND TOTAL				\$305,993.88	
OPTIONAL ITEMS:					
Aeration		1	Sq Ft	0.0125	
Lime Application		1	Sq Ft	0.0450	
Pesticide Application		1	Sq Ft	0.0620	
Fungicide Application		1	Sq Ft	0.0200	
Will vendor hold pricing firm? Renewal Option 1				\$306,120.00	
Will vendor hold pricing firm? Renewal Option 2				\$312,360.00	
Will vendor hold pricing firm? Renewal Option 3				\$318,720.00	
Will vendor hold pricing firm? Renewal Option 4				\$325,224.00	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL CITY BUSINESS

Item:	Intergovernmental Agreement with Gwinnett County for the Bicentennial Plaza
Department:	City Manager
Date of Meeting:	Wednesday, August 21, 2019
Fiscal Impact:	To Be Determined but this was anticipated and budgeted
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of Intergovernmental Agreement with Gwinnett County for the Bicentennial Plaza and authorize the Mayor to execute the documents after approval of the City Attorney.

Summary: As part of Gwinnett County's Bicentennial celebration, the County constructed a park at the former site of Fire Station 15 on a portion of the block between Clayton and Perry Streets bordered by Luckie Street in Lawrenceville's downtown. There was an agreement in principle that when the County constructed the Bicentennial Plaza, in a joint partnership, the City would operate and maintain the park. This Intergovernmental Agreement (IGA) formalizes that partnership and provides the framework for which party will be responsible for the different aspects of the Plaza. It also gives the County Administrator and the City Manager authority to enter into any additional agreements that may be needed to facilitate the ongoing management and maintenance of the Plaza.

**INTERGOVERNMENTAL AGREEMENT FOR
THE GWINNETT COUNTY BICENTENNIAL PLAZA**

THIS INTERGOVERNMENTAL AGREEMENT FOR THE GWINNETT COUNTY BICENTENNIAL PLAZA (hereinafter referred to as the “Intergovernmental Agreement”) is made and entered into this the _____ day of _____, 2019, by and between the **CITY OF LAWRENCEVILLE**, a municipal corporation chartered by the State of Georgia (hereinafter referred to as “LAWRENCEVILLE”) and **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as the “COUNTY”).

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes any county, municipality or other political subdivision of the State to contract for a period not exceeding fifty (50) years, with any county, municipality or political subdivision or with any other public agency, public corporation or public authority, for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, Gwinnett County was founded on December 18, 1818; and

WHEREAS, the County constructed a Bicentennial Plaza to commemorate the first 200 years of the County’s history (hereinafter referred to as the “Plaza”) at 275 South Perry Street in Lawrenceville, as shown on the map attached hereto and incorporated herein by reference as Exhibit “A”, and dedicated the Plaza on December 18, 2018; and

WHEREAS, Lawrenceville has been the County seat of Gwinnett County since 1821; and

WHEREAS, Lawrenceville and the County, upon careful review and consideration, have concluded that it is in their best interests, as well as in the best interests of their respective citizens,

to cooperate so as to provide herein for the operation, maintenance, and repair of the Plaza and to set forth herein their agreements regarding the same.

NOW, THEREFORE, for and in consideration of the promises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lawrenceville and the County do hereby agree as follows:

GENERAL PROVISIONS

The County hereby delegates to the County Administrator, and Lawrenceville hereby delegates to the City Manager, authority to enter into, on behalf of the County and Lawrenceville, agreements specifically addressing maintenance, operational, or scheduling related to the Plaza.

1. County Responsibilities.

The County shall own the Plaza and shall maintain walking surfaces, monument signage, historic storyboard panels, the time capsule and marker, street furniture, and any artwork commissioned by the County. The County shall manage all warranties from the construction of the Plaza until their expiration on April 14, 2020.

2. Lawrenceville Responsibilities.

Lawrenceville shall operate, program, maintain, and repair the Plaza except as noted in Item 1—County Responsibilities. Lawrenceville shall be solely responsible for all costs and expenses associated with the operation, maintenance, and repair of the Plaza and the County shall have no responsibility in this regard except as noted in Item 1—County Responsibilities. Lawrenceville shall be responsible for utilities, including water and power; grounds maintenance including mowing, landscaping, trash removal, graffiti removal, and debris removal; and the maintenance of street lighting within the plaza.

3. **Insurance.**

Contracts providing insurance against damage to the Plaza shall be procured and held by the County. Such insurance contracts shall be of the same types and amounts as held by the County for other County buildings and facilities. Lawrenceville shall maintain commercial general liability insurance coverage in the amount of \$1,000,000.00 dollars for bodily injury and property damage.

4. **Alcoholic Beverage Provisions.**

The alcoholic beverage provisions prescribed in Chapter 4 of the Code of the City of Lawrenceville adopted April 10, 2019, shall apply, as amended, and such provisions pertain to the City of Lawrenceville Downtown Entertainment District. The Downtown Entertainment District includes the Plaza as shown on the map attached hereto and incorporated herein by reference as Exhibit “B.”

5. **Term.**

The term of this Agreement shall be fifty (50) years from the date first set forth above.

6. **Default.**

It is covenanted and agreed that, if the County or Lawrenceville shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in this Intergovernmental Agreement on its part to be performed or observed after written notice specifying the covenant, term, provision, or condition with required action to correct or cure same, and sixty (60) days having elapsed from the date of receipt of such written notice or such additional time as is reasonably required to cure or correct any such default, then the parties agree that, prior to initiating any litigation, they will participate in non-binding mediation in an attempt to resolve the dispute. Should such non-binding mediation prove unsuccessful, the

parties shall be free to pursue all remedies available by law, including but not limited to, specific performance.

7. Force Majeure.

Except as otherwise provided, neither party shall be obligated to perform hereunder and neither party shall be deemed to be in default if performance is prevented by (a) fire not caused by the negligence of either party, earthquake, flood, act of God occurring at the premises, or (b) any law, ordinance, rule, regulation or order of any public or military institution stemming from the existence of economic or energy controls, hostilities, war or governmental law or regulation.

8. Assignment.

This Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party.

9. Modification.

This Agreement cannot be changed or modified except by agreement in writing executed by all parties hereto.

10. Notices.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. If to the County:

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

With a copy to:

County Attorney
Gwinnett Justice and Administrative Center
75 Langley Drive
Lawrenceville, Georgia 30046

b. If to Lawrenceville:

City Manager
City of Lawrenceville, Georgia
70 South Clayton Street, P.O. Box 2200
Lawrenceville, Georgia 30046

With a copy to:

Lee Thompson, Esquire
690 Longleaf Drive
Lawrenceville, Georgia 30046
(770) 963-1997
(770) 822-2913 tele facsimile

Either party may at any time change the address where notices are to be sent or the party or person to whom such notices should be directed by the delivery or mailing to the above person or parties of a notice stating the change. The date of receipt shall be the date of delivery if delivered in person to the recipient or, in the event of registered or certified United States mail, the date of receipt shall be the date as specified on the date of the signed receipt or if unclaimed, refused or undeliverable, the date of receipt shall be the date of the official United States postmark.

11. Consent of Parties.

Whenever, under any provision of this Agreement, the approval or consent of either party is required, the decision thereon shall be given promptly and such approval, authorization or consent shall not be withheld unreasonably or arbitrarily. It is further understood and agreed that

whenever under any provisions of this Agreement approval or consent is required, the approval or consent shall be given by the person executing this Agreement or his duly appointed successor or by one of the persons authorized by law or by any one of the persons, as the case may be, designated in notification signed by or on behalf of the respective party. Where approval on the part of the County requires a vote by the Board of Commissioners, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the Board of Commissioners at a regular meeting. Where approval on the part of Lawrenceville requires a vote by the City Council, both parties will use their best efforts to expedite such action, allowing the time necessary for consideration of such action before the City Council at a regular meeting.

12. Governing Law.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia. In case of an inconsistency between the terms of this Agreement and any applicable general or special law, said general or special law shall govern.

13. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. Illegality of Terms.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were contained herein unless the

elimination of such provision detrimentally reduces the consideration that either party is to receive under this Agreement or materially affects the continuing operation of this Agreement.

15. No Waiver.

No consent or waiver, express or implied, by either party, to any breach of any covenant, condition or duty of the other, shall be construed as a consent to, or waiver of, any other breach of the same, or any other covenant, condition or duty.

16. Time of Essence.

Time is of the essence under this Agreement.

17. Remedies Cumulative.

The specified remedies to which the parties may resort under the terms of this Agreement are cumulative and are not intended to be exclusive of any other remedies or means of redress to which either party may be lawfully entitled in case of any breach or threatened breach of any provision of this Agreement.

18. Entire Agreement.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with regard to the leasing or development of the project.

19. Venue.

Venue to enforce this Agreement shall lie only in either the Superior Court or the State Court of Gwinnett County, and all defenses to such venue are hereby waived.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by
 their
 duly authorized officers and representatives as of the day and year first above written, as a sealed
 instrument.

Attest:

CITY OF LAWRENCEVILLE

By: _____
 City Clerk
 (City Seal)

By: _____
 Judy Jordan Johnson, Mayor

Attest:

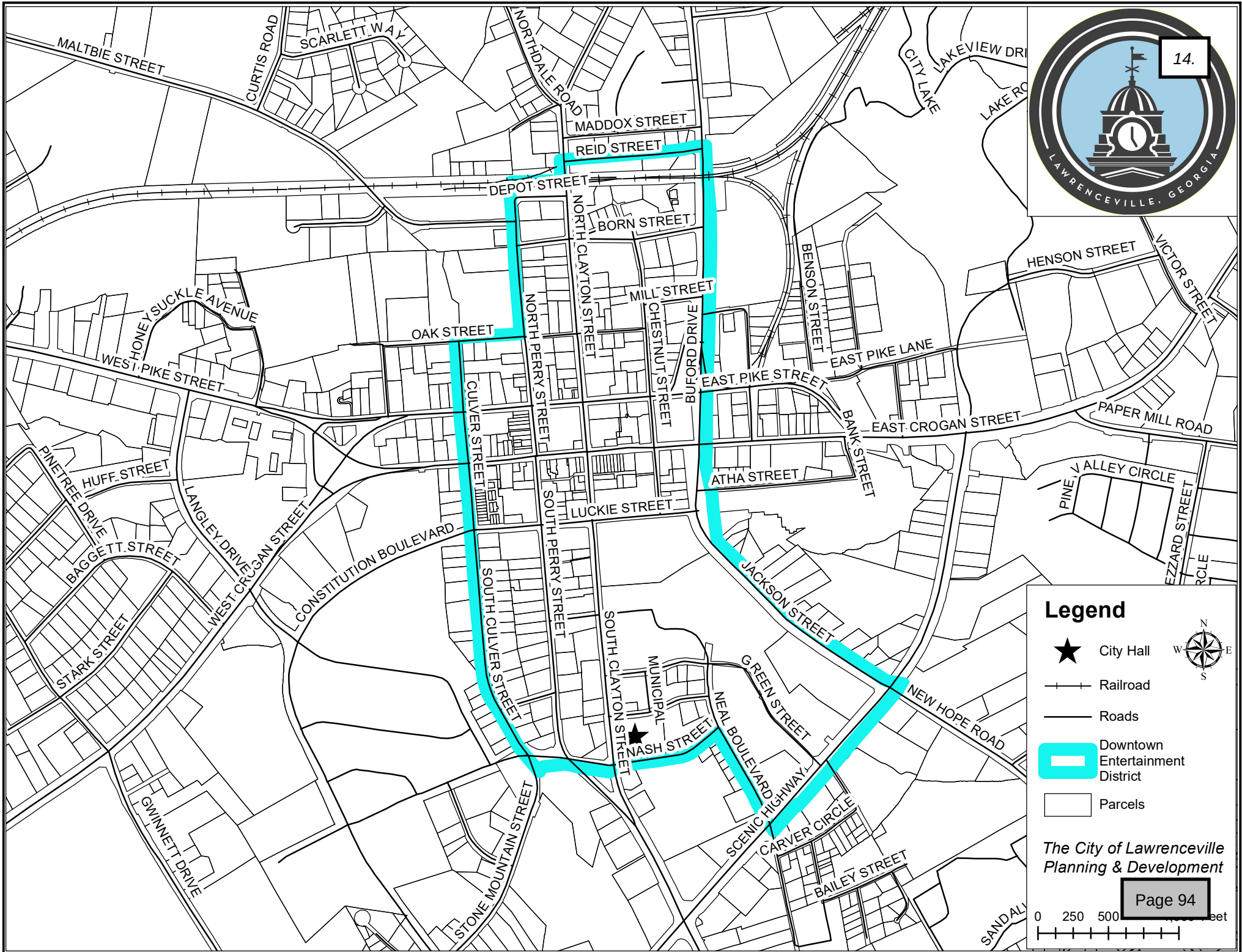
GWINNETT COUNTY, GEORGIA

By: _____
 County Clerk
 (County Seal)

By: _____
 CHARLOTTE J. NASH, Chairman
 Board of Commissioners

Approved as to Form:

 Chief Assistant County Attorney



Legend



City Hall



Railroad



Roads



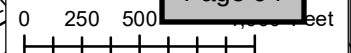
Downtown
Entertainment
District



Parcels



The City of Lawrenceville
Planning & Development



ORDINANCE NO. _____

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

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

Section 1:

That Sec. 4-2 Definitions is hereby amended by either adding the word and its definition found below or by deleting the definition set forth below and replacing it with the language found below. Any word/definition not found below shall remain unchanged.

Sec. 4-2. Definitions.

Beer or malt beverage means any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than fourteen (14) percent alcohol by volume, and including ale, porter, brown, stout, lager beer, small beer, strong beer, and hard cider as may be defined by state law. Also included are beverages known as nonalcoholic beer, which is made by fermentation of any infusion or decoction of barley, malt, hops, or other products, and containing less than three percent, but more than 0.1 percent alcohol by volume. The term "malt beverage" does not include sake, known as Japanese rice wine.

Brewer means a manufacturer of beer or malt beverages.

Brewpub means a restaurant in which beer or malt beverages are manufactured or brewed, subject to State law barrel production limitations.

Church shall mean a permanent building where persons regularly assemble for religious worship.

City clerk shall mean the person holding the official title of clerk for the city or the clerk's designee.

Distilled spirits or spirituous liquor means any alcoholic beverage obtained by distillation or containing more than twenty-four (24) percent alcohol by volume.

Distiller means a manufacturer of distilled spirits or spirituous liquor.

Fortified wine means any alcoholic beverage containing not more than twenty-four (24) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, brandy.

Hotel means any building or other structure providing sleeping accommodations for hire to the general public. Such hotels shall maintain a minimum of 75 rooms available for hire and have one or more public dining rooms with an adequate kitchen. Hotels shall have the privilege

of granting franchises for the operation of any licensed establishment described in this chapter and the holder of such franchise shall be included in the definition of a hotel pursuant to this definition.

Licensed location means a location for which the City of Lawrenceville has issued a permit allowing the sale of alcoholic beverages.

Manufacturer means any maker, producer, or bottler of an alcoholic beverage. The term "manufacturer" also means:

- (1) In the case of distilled spirits, any person engaged in distilling, rectifying, or blending any distilled spirits, however, that a vintner that blends wine with distilled spirits to produce a fortified wine shall not be considered a manufacturer of distilled spirits;
- (2) In the case of malt beverages, any brewer; and
- (3) In the case of wine, any vintner.

Package means a bottle, can, keg, barrel, growler or other original consumer container.

Pouring permit means an authorization granted by the City to dispense, sell, serve, take orders, or mix alcoholic beverages in establishments licensed to serve beer, wine, or liquor for consumption on site (which shall specifically include brewers and distillers if they serve for consumption on site as allowed under Georgia law).

Private club means any nonprofit association organized under the laws of this state which:

- (1) Has been in existence at least one year prior to the filing of its application for a license to be issued pursuant to this chapter;
- (2) Has at least 75 regular dues-paying members;
- (3) Owns, hires or leases a building or space within a building for the reasonable use of its members with:
 - a. A suitable kitchen and dining room space and equipment;
 - b. A sufficient number of employees for cooking, preparing and serving meals for its members and guests; and
 - c. Has no member, officer, agent or employee, directly or indirectly, receiving in the form of salary or other compensation, any profits from the sale of alcoholic beverages beyond a fixed salary as established by its members at any annual meeting or by its governing board out of the general revenue of the club; except that for the purposes of this section, tips which are added to the bills under club regulation shall not be considered as profits from the sale of alcoholic beverages.

Restaurant.

- (1) The term "restaurant" means any public place selling prepared food for consumption by the public on the premises with a full-service kitchen. A full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and refrigerator, all of which must be approved by the Gwinnett County Health and Fire

Departments. A restaurant will be prepared to serve food every hour they are open and will derive at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of alcoholic beverages. A restaurant shall not be permitted to charge a cover charge or fee of any kind for entrance into the premises or into any part of the premises.

- (2) Notwithstanding the limitations set forth in this definition, restaurants are allowed to have dancing, provided that the dancing is limited to a dance floor area of five percent of the public floor space of the establishment or 200 square feet, whichever area is smaller.
- (3) Notwithstanding the limitations set forth in this definition, restaurants are allowed to have no more than two billiard tables in the establishment.

School building or educational building shall apply only to state, county, city, or church school buildings and to such buildings at such other schools in which are taught subjects commonly taught in the common schools and colleges of this state and are accredited by the state or federal government.

Vintner means a manufacturer of wine. This includes a manufacturer of fortified wine if not considered a distiller.

Wholesaler or wholesale dealer means any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.

Wine means any alcoholic beverage containing not more than twenty-four (24) percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term "wine" includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term "wine" does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at the point in the manufacturing process when it conforms to the definition of wine contained in this section.

Section 2:

That Sec. 4-2 Definitions is hereby amended by deleting the specific words and their associated definitions set forth below, so that these words shall no longer be defined terms. Any word/definition not found below shall remain unchanged.

Sec. 4-2. Definitions.

Fixed salary means the amount of compensation paid any member, officer, agent, or employee of a bona fide private club as may be fixed for him by its members at a prior annual meeting or by the governing body out of the general revenue of the club and shall not include a commission on any profits from the sale of alcoholic beverages. For the purpose of this

definition, tips or gratuities which are added to the bills under club regulation shall not be considered as profits from the sale of alcoholic beverages.

Sports club means an association or corporation organized and existing under the laws of the State, organized and operated primarily to provide a location for the patrons thereof to engage in sporting events. To qualify for an alcoholic beverage consumption dealer's license, a sports club must have been actively in operation within the City at least two years prior to an application for license under this chapter. The two-year operational requirement shall not apply to golf club associations or golf club corporations where the selling or the serving of alcoholic beverages is to take place on the golf course premises. A sports club organized or operated primarily for serving of alcoholic beverages shall not qualify for licensing under this article, and accordingly shall not be permitted to serve alcoholic beverages at any time. Unless otherwise indicated, a sports club licensee shall comply with all other requirements imposed upon retail consumption dealers.

Section 3:

That Sec. 4-29 is hereby amended by adding a new subsection (31) setting forth the license fee for a distiller's license, which shall appear and read as follows:

Sec. 4-29. License fees enumerated.

(31) Distiller's license, \$2,500.00 per year.

Section 4:

That a new section to be numbered Sec. 4-30 and titled "Reporting of employees to Police Department" is hereby added, which new section shall appear and read as follows:

Sec. 4-30. Reporting of employees to Police Department.

It shall be the duty of all persons holding any license to sell alcoholic beverages to file with the chief of police or his designee the name of the establishment, the license number and a list of all employees, with their home addresses and home telephone numbers twice annually, once during the month of June and again during the month of December. Failure to file to this report may result in the suspension or revocation of any license or permit issued under this chapter.

Section 5:

That Sec. 4-47 is hereby amended by deleting subsection (b) and replacing it with a new subsection (b), which shall appear and read as follows:

Sec. 4-47. Per drink excise tax.

(b) Excise taxes received in the Office of the City Clerk after the 20th day of the month shall be charged interest and penalties in accordance with this section.

(1) Interest calculations that apply to late alcoholic beverage tax payments will be based on an annual calculation of the federal prime rate, plus three (3) percent. Interest rate will change when the federal reserve announces the new bank prime loan rate each January.

(2) A five (5) percent penalty will be assessed after one hundred twenty (120) days with an additional five (5) percent assessed after each successive one hundred twenty (120) days, to a maximum of twenty (20) percent of the principal amount due until all taxes are collected by the city.

Section 6:

That Sec. 4-48 is hereby amended changing its title to read "Excise tax on wholesalers, brewers, brewpubs, distillers" and by deleting subsection (a) and replacing it with a new subsection (a), which shall appear and read as follows:

Sec. 4-48. Excise tax on wholesalers, brewers, brewpubs, distillers.

(a) There is hereby levied an excise tax computed at the rate of \$0.22 per liter which shall be paid to the governing authority on all distilled spirits and wine sold by wholesalers to retailers in the City of Lawrenceville. Such tax shall be paid to the City Clerk or his designee by the wholesale distributor on all distilled spirits and wine sold to the licensees for the sale of distilled spirits and wine in the City of Lawrenceville as follows: each wholesaler selling, shipping, or in any way delivering distilled spirits or wine to any licensees under this article shall collect the excise tax at the time of delivery and shall remit the same together with a summary of all deliveries to each licensee on or before the tenth (10th) day of the month following. The \$0.22 per liter shall be prorated so that all containers of distilled spirits and wine shall be taxed on the basis of \$0.22 per liter. It shall be unlawful and a violation of this article for any wholesaler to sell, ship or deliver in any manner any distilled spirits or wine to a retail dealer without collecting said tax. It shall be unlawful and a violation of this article for any retail dealer to possess, own, hold, store, display or sell any distilled spirits or wine on which such tax has not been paid. Each wholesaler shall be paid three percent of the amount of taxes collected as reimbursement for collection of the said tax.

Section 7:

That Sec. 4-48 is hereby amended by deleting subsection (c) and replacing it with a new subsection (c), which shall appear and read as follows:

Sec. 4-48. Excise tax on wholesalers, brewers, brewpubs, distillers.

(c) *Collection of fees or taxes sums due.* Excise taxes received in the Office of the City Clerk after the 20th day of the month shall be charged interest and penalties in accordance with this section.

(1) Interest calculations that apply to late alcoholic beverage tax payments will be based on an annual calculation of the federal prime rate, plus three (3) percent. Interest rate will change when the federal reserve announces the new bank prime loan rate each January.

(2) A five (5) percent penalty will be assessed after one hundred twenty (120) days with an additional five (5) percent assessed after each successive one hundred twenty (120) days, to a maximum of twenty (20) percent of the principal amount due until all taxes are collected by the city.

(3) If any person shall fail to pay the sum due under this article, the City Clerk or designee shall issue an execution against the person so delinquent and his property for the amount of the delinquent fee or tax.

Section 8:

That Sec. 4-48 is hereby amended by adding three new subsections which shall be numbered subsections (d), (e), and (f), which shall appear and read as follows:

Sec. 4-48. Excise tax on wholesalers, brewers, brewpubs, distillers.

(d) The provisions of this section shall apply to Brewers in accordance with O.C.G.A. Sections 3-5-24.1 and 3-5-81.

(e) The provisions of this section shall apply to Brewpubs in accordance with O.C.G.A. Section 3-5-36.

(f) The provisions of this section shall apply to Distillers in accordance with O.C.G.A. Section 3-4-24.2 and 3-4-61.

Section 9:

That Sec. 4-70 is hereby amended by deleting said section and replacing it with a new section 4-70, which shall appear and read as follows:

Sec. 4-70. Drinking in public; consumption of alcohol on City streets prohibited; limited in certain areas.

- (a) Except as provided in subsection (b) of this section or in a licensed establishment, it shall be unlawful for any person to consume any alcoholic beverage in or upon any street, alley, sidewalk or other public way or place in the City or within any public building. Except as provided in subsection (b) of this section, it shall be unlawful for any licensed establishment to dispense any alcoholic beverage in an open container for removal from the premises, and it shall be unlawful for any person to remove from an alcoholic beverage establishment any open container of an alcoholic beverage or to drink or attempt to drink any alcoholic beverage from any open container or to possess in any open container any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots, whether public or private, or within any public building within the City limits of Lawrenceville.
- (b) Consumption of alcohol in an open container outside of a licensed establishment shall be allowed only in the locations specified below:
 - (1) Inside the Historic Courthouse Building by a licensed caterer as set forth in section 4-144;
 - (2) On the patio of a licensed establishment which meets all of the requirements and is specifically licensed for patio sales in accordance with section 4-146;
 - (3) (i) This subsection shall apply to all events except those exempted by (ii) below. Outside in an area clearly marked for identification as an outdoor alcohol drinking area pursuant to a special event permit issued by Mayor and Council to allow consumption outside of a licensed establishment. Only establishments licensed and properly permitted by the State of Georgia shall be eligible for special event permit and license under this subsection. The license shall be granted for a maximum of three consecutive days and shall be governed by all of the other rules and regulations of the City as if the alcohol was being dispensed within an establishment licensed by the City for sale of alcohol for consumption on the premises. A permit fee of \$1.00 per square foot or \$2,000.00, whichever is greater, shall be charged per event payable at the time of issuance of the permit. The applicant shall be required to provide adequate security officers for the event as established by the Mayor and Council at the expense of the applicant. Security officers shall be off duty Police Officers or Sheriff's deputies from Gwinnett County or one of its municipalities.
 - (ii) This subsection shall apply only in the case of an event sponsored by the City. Outside in an area clearly marked for identification as an outdoor alcohol drinking area pursuant to a special event permit issued by the City Manager to allow

consumption outside of a licensed establishment. Only establishments licensed and properly permitted by the State of Georgia shall be eligible for special event permit and license under this subsection. An application fee of \$100.00 shall be submitted with the special event application. The license shall be granted for a maximum of three consecutive days and shall be governed by all of the other rules and regulations of the City as if the alcohol was being dispensed within an establishment licensed by the City for sale of alcohol for consumption on the premises;

- (4) In an indoor special event facility pursuant to a special event alcohol permit issued by the Mayor and Council setting forth specific operational requirements and restrictions for the facility that control consumption at the facility. An annual permit fee of \$2,000.00 shall be charged for a permit to authorize alcohol consumption and sales at an indoor special event facility. Alcohol may only be served at an indoor special events facility by a licensed caterer under the provisions set forth in section 4-144 or by the owner of the indoor special events facility event facility.
- (5) A person may remove an alcoholic beverage purchased from an establishment licensed for consumption on the premises and possess and consume said alcoholic beverage subject to the following requirements:
 - (i) The alcoholic beverage shall be purchased from an establishment licensed for consumption on the premises and located within the Downtown Entertainment District;
 - (ii) The alcoholic beverage shall be in a shatterproof or plastic cup no larger than sixteen (16) ounces;
 - (iii) Only one drink at a time per person may be carried out of an establishment;
 - (iv) The hours of open carry under this paragraph shall be Monday through Sunday from 11 a.m. until 11:59 p.m.
 - (v) The beverage cannot be carried into an establishment that does not serve alcohol unless permitted by the establishment; and
 - (vi) The area in which this subsection applies shall be known as the Downtown Entertainment District. The boundaries of the Downtown Entertainment District are established by a map adopted by resolution of the City Council and a copy of said map shall be maintained in the office of the City Clerk. If no such resolution and map has been adopted or if such resolution and map are repealed, there shall be no area in the city to which this subsection applies.

Section 10:

That Sec. 4-71 is hereby amended by deleting said section and replacing it with a new section 4-71, which shall appear and read as follows:

Sec. 4-71. Special event permit minimum requirements.

- (a) The following are minimum special event permit requirements for the exemptions set forth in section 4-70(b)(3) and (4).
- (1) The applicant shall be required to provide adequate security officers for the event as established by the Mayor and Council at the expense of the applicant. Security officers used to comply with this section shall be off-duty police officers or sheriff's deputies from Gwinnett County or one of its municipalities.
 - (2) A special event permit for an indoor special event facility shall only be granted to facilities in the downtown entertainment district.
 - (3) A separate event administrative application and permit shall be required for any party leasing the indoor special event facility and contracting with a licensed caterer as provided by section 4-144.
- (b) The following additional regulations shall apply to dispensing and drinking alcohol pursuant to the exceptions set forth in section 4-70(b)(3) and (4) and shall be made conditions of each special event permit issued for such exceptions:
- (1) *Two drink limit.* Any establishment licensed to dispense alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a paper or plastic cup or aluminum container, for removal from the premises; provided, however, that no establishment shall dispense to any person more than two such alcoholic beverages at a time and provided the alcohol is consumed in the area specified in the special event permit granted in section 4-70(b)(3) and (4).
 - (2) *Size limitation.* No container in which an alcoholic beverage is dispensed or served pursuant to section 4-70(b)(3) and (4) shall exceed 16 fluid ounces in size; provided, however, that beer or a malt beverage may be dispensed or served in a container up to but not exceeding 24 fluid ounces in size. No person shall hold in possession within the defined area any open alcoholic beverage container which exceeds 16 fluid ounces in size, except for a container of beer or a malt beverage which shall not exceed 24 fluid ounces in size.
 - (3) *Drinking from glass prohibited.* It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a glass container or to possess in a glass container any alcoholic beverage outside or in the defined area.
 - (4) *Drinking outside the designated area.* It shall be a violation of this article to take an alcoholic beverage served in the designated area outside of the designated area for any reason.
 - (5) *Hours and days.* It shall be unlawful for any person to purchase, distribute, or consume alcoholic beverages outside of the hours of sale provisions contained in this article.

Section 11:

That Sec. 4-76 is hereby amended by deleting said section and replacing it with a new section 4-76, which shall appear and read as follows:

Sec. 4-76. Display of license at place of business.

- (a) Each license issued under this chapter shall at all times be kept in public in a public area plainly exposed to view upon the licensed premises.
- (b) All retail consumption dealers and retail dealers who sell at retail any alcoholic beverages for consumption on the premises shall post, in a conspicuous place, a sign that clearly reads: "Warning: Drinking alcoholic beverages during pregnancy can cause birth defects."
- (c) Each retail business establishment which is licensed to sell alcoholic beverages of any kind shall post in a conspicuous place a notice which shall contain the provisions in the laws of this state which deal with the unlawful sale of such items to underage persons and the penalties for violating such laws.

Section 12:

That Sec. 4-80 is hereby amended by deleting said section and replacing it with a new section 4-80, which shall appear and read as follows:

Sec. 4-80. Adding to contents prohibited.

No one shall add to or permit the adding to any alcoholic beverage or refill any alcoholic beverage manufacturer's container in any manner. Notwithstanding the foregoing prohibition, retail package malt beverage licensees may fill and refill growlers with draft beer at a licensed location for retail package sales so long as the growler is not less than 32 ounces in volume and that said growler is sealed on premises with a tamper-proof plastic cap. A Brewer is a manufacturer and may fill or refill kegs, bottles, or cans with products manufactured at the licensed premises.

Section 13:

That Sec. 4-81 is hereby amended by deleting said section and replacing it with a new section 4-81, which shall appear and read as follows:

Sec. 4-81. Familiarity with ordinance provisions; responsibility of licensee for violations.

Each licensee hereunder shall make this article available for review in the licensed premises and shall instruct any person working therein with respect to the terms hereof and each licensee, the licensee's agents and employees selling alcoholic beverages shall at all times be familiar with the terms hereof. The licensee shall be responsible for any acts of agents or employees which are in violation of this article or of the laws of the state or of the rules and regulations of the state revenue commissioner.

Section 14:

That Sec. 4-83 is hereby amended by deleting subsection (6) of said section and replacing it with a new subsection (6), which shall appear and read as follows:

Sec. 4-83. Underage sales and sales to intoxicated persons prohibited.

(6) The penalty for violation of this section by an individual shall be as follows:

- a. For the first offense, a minimum fine of \$250.00 and a requirement to attend a training class approved by the City.
- b. For the second offense and subsequent violations, a minimum fine of \$500.00.
- c. Any licensed establishment where three or more violations of this section, or O.C.G.A. § 3-3-23, have occurred within any 36-month period shall be punished as follows:
 1. For the third offense within any 36-month period, suspension of license for a period not to exceed 90 days.
 2. For the fourth and any subsequent violation within any 36-month period, suspension of license for a period not to exceed one year.

Section 15:

That Sec. 4-84 is hereby amended by deleting said section and replacing it with a new section 4-84, which shall appear and read as follows:

Sec. 4-84. Promotions and sales.

- (a) No licensee or employee or agent of a licensee, in connection with the sale or other disposition of alcoholic beverages for consumption on the premises, shall:
 - (1) Offer or deliver any free alcoholic beverage to any person or group of persons.
 - (2) Deliver more than one alcoholic beverage to one person at a time.

- (3) Sell, offer to sell, or deliver to any person or group of persons any alcoholic beverage at a price less than the price regularly charged for such alcoholic beverage during the same calendar day, except at private functions not opened to the public.
 - (4) Sell, offer to sell, or deliver to any person or group of persons an unlimited number of alcoholic beverages during any set period of time for a fixed price, except at private functions not open to the public.
 - (5) Sell, offer to sell, or deliver alcoholic beverages to any person or group of persons on any one day at prices less than those charged the general public on that day, except at private functions not opened to the public.
 - (6) Sell, offer to sell, or deliver alcoholic beverages, including malt beverages, in any container which holds more than 32 fluid ounces (0.947 liters), except to two or more persons at any one time.
 - (7) Increase the volume of alcohol contained in a drink without increasing proportionately the price regularly charged for such alcoholic beverage during the same calendar week.
 - (8) Encourage or permit on the licensed premises any game or contest which involves the drinking of alcoholic beverages or the awarding of alcoholic beverages as a prize.
- (b) Each licensee shall maintain a written schedule of the price charged for all alcoholic beverages to be served and consumed on the licensed premises or in any room or part thereof. The licensee shall not vary the schedule of prices from hour to hour within a single day. The written schedule of prices shall be available to the paying public, and the schedule shall be effective for not less than one calendar day.
 - (c) No licensee shall advertise or promote in any way, whether within or without the licensed premises, any of the practices prohibited under subsection (a) of this section.
 - (d) No provision of this section shall be construed to prohibit licensees from offering free food or entertainment at any time, to prohibit licensees from including an alcoholic beverage as part of a meal package, or to prohibit the sale or delivery of wine by the bottle or carafe when sold with meals or to more than one person.
 - (e) No licensee may require the purchase of any alcoholic beverage as a part of or prerequisite to the purchase of any other product or service. If alcoholic beverages are included as part of a package of other goods and/or services, the alcoholic beverages must be priced separately and all customers must be allowed to purchase the remaining goods and services without the alcoholic beverages at a price from which the full price of the alcoholic beverages has been deducted.
 - (f) Licensees guilty of violating this section may be subject to revocation proceedings.

Section 16:

That Sec. 4-88 is hereby amended by deleting said section and replacing it with a new section 4-88, which shall appear and read as follows:

Sec. 4-88. Package sales not permitted.

Nothing in this chapter shall be construed to permit the package sale of distilled spirits or spirituous liquor.

Section 17:

That Sec. 4-109 is hereby amended by deleting subsection (c) and replacing it with a new subsection (c), which shall appear and read as follows:

Sec. 4.-109. Suspension or revocation of license.

(c) Any licensed establishment that is found to be in violation of any provision of this chapter shall be subject to immediate revocation or suspension.

Section 18:

That a new section to be numbered Sec. 4-113 and titled "Notice to Georgia Department of Revenue of violations" is hereby added, which new section shall appear and read as follows:

Sec. 4-113. Notice to Georgia Department of Revenue of violations.

(a) As used in this section, the following terms shall mean:

(1) "Bar" means any premises at which a retailer licensed to sell alcoholic beverages derives 75 percent or more total annual gross revenue from the sale of alcoholic beverages for consumption on the premises

(2) "Disciplinary action" means any citation or arrest arising out of the violation of any law, rule, regulation, resolution, or ordinance of a governmental entity relating to the manufacture, distribution, sale, or possession of alcoholic beverages against a licensee, an employee of a licensee, or any person holding a financial interest in the license of the licensee on the premises or place of business of any licensee.

(3) "Governmental entity" means the United States government, any state government, any local government, and any department, agency, or instrumentality thereof.

(4) "Licensee" means any person issued a license pursuant to this chapter that meets the definition of a bar.

(b) Within 45 days of any disciplinary action, the licensee shall notify the Georgia Department of Revenue ("Department") of the details of such disciplinary action, including the date such action was taken, the nature of such action, and any other information required by the Department.

(c) Every county or municipality which issues licenses to a licensee authorizing the manufacture, distribution, or sale of alcoholic beverages shall by resolution or ordinance adopt a policy and implement a process by which any disciplinary action against a licensee shall be reported to the department within 45 days of any officer, department, agency, or instrumentality of such county or municipality taking such disciplinary action.

Section 19:

That Sec. 4-138 is hereby amended by deleting said section and replacing it with a new section 4-138, which shall appear and read as follows:

Sec. 4-138. Retail sales of malt beverages and wine for consumption on the premises.

No beer or wine may be sold by the drink for consumption on the premises where sold except pursuant to a license and under one of the following categories:

- (1) In restaurants with a seating capacity of at least 30 people, excluding stools and counter seating, regularly serving prepared food, with a full-service kitchen. A full-service kitchen will consist of a three-compartment pot sink, a stove or grill permanently installed, and a refrigerator, all of which must be approved by the Gwinnett County Health and Fire Departments. Such restaurant shall regularly serve food every hour it is open and derive at least as much gross receipts annually from the sale of prepared meals or food as it derives from the sale of beer and wine.
- (2) In indoor commercial recreation establishments.
- (3) In an indoor publicly owned civic and cultural center.
- (4) In zoning districts where such restaurants are conforming uses or where such establishments are incident to a hotel.
- (5) In a performing arts facility where the facility meets the definition for a performing arts facility set forth in section 4-2 (establishment located in the Downtown Overlay District; operates in a building owned by the City of Lawrenceville, has its principal objective or business as the presentation of live music, mainline dramatic arts, plays, theatre productions and stand-up comedy; and does not feature, show, allow,

promote or advertise adult businesses as defined and regulated in chapter 10 of this Code, including, but not limited to, adult dancing establishments, adult mini-motion picture theatres, adult motion picture theatres, adult motion picture arcades and erotic dance establishments); provided, however, that a performing arts facility license shall not authorize the licensee to serve or sell alcohol in any location other than the performing arts facility.

- a. A business meeting the definition of a performing arts facility under this Code shall be eligible to apply for and be considered for an annual license to allow alcohol consumption on the premises from the City Clerk in the same manner as set forth in article II of this chapter.
 - b. A business granted a performing arts facility license for consumption of alcohol on the premises shall be required to obtain all required licenses from the State and to follow all State and local laws, ordinances and rules governing the consumption of alcohol on the premises.
 - c. Alcohol may also be sold and/or dispensed at a performing arts facility as defined in section 4-2 by a licensed caterer in the same manner set forth in section 4-144 without the need for the facility or the caterer to obtain a performing arts facility license.
 - d. In addition to the hours of sale requirements set out in section 4-139, alcohol may not be dispensed at a performing arts facility earlier than one hour before the start of a performance or later than one hour after the performance has ended.
- (6) In a wine shop under the conditions set forth in section 4-147.
 - (7) In a brewery, provided that only beer is sold and such establishment meets all requirements of O.C.G.A. Section 3-5-24.1.

Section 20:

That Sec. 4-139 is hereby amended by adding a new subsection (4) to section (c), which new subsection (c)(4) shall appear and read as follows:

Sec. 4-139. Hours of sale of beer/wine for consumption on the premises.

(c) (4) A Brewer as permitted by O.C.G.A. Section 3-5-24.1.

Section 21:

That Sec. 4-140 is hereby amended by deleting subsection (4) to section (a) and replacing it with a new subsection (a)(4), which shall appear and read as follows:

Sec. 4-140. - Distilled spirits consumption on the premises.

(a) (4) In zoning districts where such restaurants are conforming uses or where such establishments are incident to a hotel.

Section 22:

That Sec. 4-140 is hereby amended by adding a new subsection (6) to section (a), which new subsection (a)(6) shall appear and read as follows:

(a) (6) In a distillery as permitted by O.C.G.A. Section 3-4-24.2.

Section 23:

That Sec. 4-140 is hereby amended by deleting subsection (1) to section (b) and replacing it with a new subsection (b)(1), which shall appear and read as follows:

(b) (1) Such establishments shall have a seating capacity of at least 30 people, excluding stools and counters;

Section 24:

That Sec. 4-141 is hereby amended by deleting subsections (e) and (f) and replacing them with a new subsection (e) (subsection f shall not be replaced), which shall appear and read as follows:

Sec. 4-141. - Distilled spirits consumption on the premises hours and days of sale and additional restrictions.

- (e) Persons holding a license to sell distilled spirits for consumption on the premises shall not be permitted to sell any alcoholic beverage by the package or bottle.

Section 25:

That Sec. 4-143 related to noise from establishments prohibited is hereby deleted in its entirety and shall be reserved for future use.

Section 26:

That Sec. 4-146 is hereby amended by deleting subsection (f) and replacing it with a new subsection (f), which shall appear and read as follows:

- (f) Notwithstanding any provisions to the contrary in this section, any licensed consumption on premises establishment permitted to sell alcoholic beverages in a patio/open sales area type environment which is located in the Downtown Entertainment District shall not be required to meet the requirements of (b), (c) and (d) above. The patio/open area shall be clearly separated from the public sidewalk or right of way and shall be under the exclusive control of the licensed establishment.

Section 27:

That Sec. 4-147 is hereby amended by deleting subsection (d) in its entirety.

Section 28:

That Sec. 4-150 is hereby amended by deleting said section and replacing it with a new section 4-150, which shall appear and read as follows:

Sec. 4-150. Brewpub.

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

(b) A brewpub license authorizes the holder of such license to:

- (1) Manufacture on the licensed premises not more than 10,000 barrels of beer in a calendar year solely for retail.
 - (2) Operate a restaurant that shall be the sole retail outlet for such beer. Such outlet may offer for sale any other alcoholic beverages produced by other manufacturers which are separately authorized for consumption on the premises by this chapter, including wine, distilled spirits, and malt beverages, provided that such alcoholic beverages are purchased from a licensed wholesaler for consumption on the premises only; and provided, further, that in addition to draft beer manufactured on the premises, each brewpub licensee shall offer for sale commercially available canned or bottled malt beverages from licensed wholesalers for consumption on the premises only; and
 - (3) Notwithstanding any other provision of this section, sell up to a maximum of 5,000 barrels annually of such beer to licensed wholesale dealers for distribution to retailers and retail consumption dealers.
- (c) Possession of a brewpub license shall not prevent the holder of such license from obtaining another license authorized under this chapter for the same premises.
- (d) A brewpub license does not authorize the holder of such license to sell alcoholic beverages at retail by package for consumption off the premises.
- (e) A brewpub licensee shall pay all state and local license fees and excise taxes applicable to individuals licensed as manufacturers, retailers, and, where applicable, wholesalers.
- (f) A brewpub licensee shall measure all beer manufactured on the premises and otherwise comply with applicable regulations respecting excise and enforcement tax determination of such beer as required.
- (g) Except as set forth in this section, a brewpub license holder shall be subject to all provisions of this chapter.

Section 29:

That Sec. 4-151 is hereby amended by deleting subsection (d) and replacing it with a new subsection (d), which shall appear and read as follows:

Sec. 4-151. Growler shop.

- (d) A growler shop shall be authorized to sell samples of draft beer to patrons over the age of 21 years. Samples shall not exceed thirty-two ounces in volume to any one individual within a 24-hour period.

Section 30:

That a new section to be numbered Sec. 4-152 and titled "Brewer/Brewery" is hereby added, which new section shall appear and read as follows:

Sec. 4-152. Brewer/Brewery.

(a) A brewer shall be permitted to manufacture beer with the right to sell the product of the brewer for resale within and outside of the limits of the State of Georgia.

(b) The right to sell the manufactured product of the brewer for resale within the city and the State of Georgia may be revoked separately from the right to manufacture and sell the product for resale outside of this State.

(c) A licensed brewer may sell up to 3,000 barrels of beer per year produced at the brewer's licensed premises to individuals who are present on such premises for:

(1) Consumption on the premises; and

(2) Consumption off the premises, provided that such sales for consumption off the premises shall not exceed a maximum of 288 ounces of beer per consumer per day.

(d) A licensed brewer shall be subject to the provisions related to hours and days of sale as set forth in Sec. 4-139 of this Chapter.

(e) A licensed brewer shall submit excise taxes to the City on a monthly basis in accordance with O.C.G.A. Sections 3-5-24.1 and 3-5-81 and Sec. 4-48 of this Chapter.

(f) A licensed brewer shall abide by all federal, state and local laws, regulations or rules. The failure to comport with such laws, regulations or rules may serve as a basis for revocation of the license issued by the city.

Section 31:

That a new section to be numbered Sec. 4-153 and titled "Distiller/Distillery" is hereby added, which new section shall appear and read as follows:

Sec. 4-153. Distiller/Distillery.

(a) A distiller shall be permitted to manufacture distilled spirits with the right to sell the product of the distiller for resale within and outside of the limits of the State of Georgia.

(b) A licensed distiller may sell up to 500 barrels of distilled spirits per year produced at the distiller's licensed premises to individuals who are present on such premises for consumption on the premises.

(c) A licensed distiller shall be subject to the provisions related to hours and days of sale as set forth in Sec. 4-140 of this chapter.

(d) A licensed distiller shall submit excise taxes to the city on a monthly basis in accordance with O.C.G.A. Sections 3-4-24.2 and 3-4-61 and Sec. 4-47 and 4-48 of this chapter.

(e) A licensed distiller shall abide by all federal, state and local laws, regulations or rules. The failure to comport with such laws, regulations or rules may serve as a basis for revocation of the license issued by the city.

Section 32:

That a new section to be numbered Sec. 4-154 and titled "Amenity Permit" is hereby added, which new section shall appear and read as follows:

Sec. 4-154. Amenity permit.

(a) A non-eating establishment that offers beer and/or wine as an act of hospitality, where it is clearly a secondary function of the business, shall be eligible to apply for a beer and/or wine amenity permit. Eating establishments shall not be eligible for a beer and/or wine amenity permit.

(b) An amenity permit shall allow the permit holder to offer beer and/or wine as an act of hospitality and shall not be part of the core operations of such establishments.

(c) The amenity permit need only be applied for once and shall automatically renew when the occupational tax certificate is renewed, provided, however that the city may revoke or suspend such amenity permit and/or impose such conditions on its operation at the city's discretion for violations of this chapter or in furtherance of the health, safety, and welfare of the city's inhabitants.

(d) The amenity permit application shall include a background check. A \$50.00 administrative fee shall be charged to cover this administrative process.

Secs. 4-155—4-170. - Reserved.

IT IS SO ORDAINED this 10th day of April, 2019.

Judy Jordan Johnson, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Leadership Development & Training

Department: Human Resources

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: \$230,688.00

Presented By: Steve North

Action Requested: Approval

Summary: Training and development in conjunction with University of Georgia Carl Vinson Institute for current and future leaders over the course of three (3) years.

Fiscal Impact: Making twelve (12) quarterly payments of 19,224 for duration of contract. See attached Memorandum of Agreement (MOA).

Concurrences: All departments will be involved and positively impacted.

Attachments/Exhibits:

MOA City of Lawrenceville Leadership Program

MEMORANDUM OF AGREEMENT

This agreement is made and entered into as of the date of execution, by and between the City of Lawrenceville, party of the first part, hereinafter called the COOPERATOR, and The University of Georgia Research Foundation, Inc., hereinafter called the FOUNDATION to fund this project to be performed at the University of Georgia (UGA). It is agreed and understood that UGARF has the authority to contract for performance of this project that will be subcontracted to UGA. Under subcontract from UGARF, UGA via the Carl Vinson Institute of Government will perform all obligations of UGARF under this agreement.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with the FOUNDATION and inasmuch as the FOUNDATION is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

The FOUNDATION will:

- a. Carry on the cooperative service in the Carl Vinson Institute of Government substantially as set forth in the attached outline marked "Exhibit A" and made a part of this agreement.
- b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until

the expiration of three years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the FOUNDATION involving transactions related to this agreement.

c. Expend monies received under Section II, below, for the object of the service in a manner to be determined by said FOUNDATION. The FOUNDATION is authorized to transfer funds between various budget categories without specific and separate approval by the COOPERATOR. This is a **fixed fee** contract.

Section II

COOPERATOR will pay the FOUNDATION a **fixed fee** of \$230,688.00. **No federal dollars are involved in this Memorandum of Agreement.** Upon receipt of the invoices, the COOPERATOR will pay a quarterly amount of \$19,224.00 being due on August 31, November 30, 2019; February 28, May 31, August 31, November 30, 2020; February 28, May 31, August 31, November 30, 2021; February 28, May 31, 2022. All invoices should be sent to **Annette Crawford, Human Resources Director, City of Lawrenceville, 70 S. Clayton St., Lawrenceville, GA 30046; email: Annette.crawford@lawrencevillega.org; phone: 678-407-6566**

Section III

The term of this agreement shall be from September 5, 2019 through June 30, 2022. However, it may be terminated by either party by written notice of such intent submitted 90 days in advance. In the event of such termination the COOPERATOR will pay the FOUNDATION a prorated portion of the upcoming installment consistent with the revised termination date and will pay the FOUNDATION for all non-cancellable and outstanding obligations related to this

contract. The FOUNDATION will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the governing boards of the parties hereto. Any modification hereto shall be in writing and signed by all parties.

Section V

This agreement may be renewed annually if the COOPERATOR wishes to expand the scope of the project and extend its time frame and the FOUNDATION agrees to do so. If the agreement is renewed without other substantive modification, such renewal may be evidenced by letter of agreement signed by the first party and by the officials authorized to execute the original agreement on behalf of the second party.

Section VI

Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, religion, veteran status, or disability.

Section VII

Should the parties to this agreement decide that it would be advantageous to publish the results of this cooperative undertaking, either party can do so without consulting the other. Publication by either party shall give proper credit to the other party.

IN WITNESS WHEREOF, this agreement is entered into on the date of execution.

**FOR THE UNIVERSITY OF
GEORGIA RESEARCH
FOUNDATION, INC.:**

**FOR THE CITY OF
LAWRENCEVILLE:**

Jason Reisfield, Grants Officer

Chuck Warbington, City Manager

Date: _____

Date: _____

EXHIBIT A SCOPE OF WORK

The Institute of Government will provide a series of leadership programs for specifically identified City of Lawrenceville employees over a three-year period. These programs will include Succeeding as a Supervisor, Management Development Program, and other special topic workshops, both management and financial.

City of Lawrenceville Responsibilities:

1. Work with the Institute of Government to establish dates for the Succeeding as a Supervisor, Management Development Program, Special Topic Workshops, and Financial training classes based on chart below;
2. Select participants for programs and classes as identified in the chart below.
3. Participate in an annual post-program meeting to discuss program outcomes, evaluations, and potential revisions for following year's programs.

Institute of Government Responsibilities:

1. Coordinate and secure classroom space at the UGA Gwinnett campus, located at 2530 Sever Road, Lawrenceville, GA 30043;
2. Provide instruction for all classes and programs as identified in the chart below.
3. Provide books, assessments, handouts, and evaluations for all programs and classes as necessary and applicable.
4. Participate in an annual post-program meeting to discuss program outcomes, evaluations, and potential revisions for the following year's programs.

Year 1	Management Development Program (MDP)	1 cohort (maximum 25 participants)
	Succeeding as a Supervisor (SAAS)	2 cohorts (maximum participants 25 each)
	Special Topic Workshops (STW)	4 workshops (maximum 25 participants each)
Year 2	Management Development Program	1 cohort (maximum 25 participants)
	Succeeding as a Supervisor	1 cohort (maximum 20 participants)
	Special Topic Workshops	4 workshops (maximum 25 participants each)
	Financial Workshops	6 (3 at maximum 25 participants, 3 at maximum 20 participants)
Year 3	Management Development Program	1 cohort (maximum 20 participants)

	Special Topic Workshops	8 workshops (maximum 25 participants each)
	Financial Workshops	3 (maximum 25 participants each)

Payment Schedule
<i>\$19,224.00 quarterly</i>
August 31, 2019
November 30, 2019
February 28, 2020
May 31, 202
August 31, 2020
November 30, 2020
February 28, 2021
May 31, 2021
August 31, 2021
November 30, 2021
February 28, 2022
May 31, 2022



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Discussion of 5G Utility Right of Way Ordinance

Department: City Clerk

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: TBD

Presented By: Karen Pierce

Action Requested: Adopt 5G Utility Right of Way Ordinance

Summary:

New legislation was passed and will go into effect on October 1, 2019 regarding small wireless facilities in the right of way. The City needs to update its ordinances to help us comply with the new law and provide a way to streamline the process.

Attachments/Exhibits:

Model Small Cell Ordinance
Aesthetics Insert to GMA Model ROW Ordinance
Annotated Small Cell Legislation

Instructions

This model **[Code / Ordinance]** is designed to implement the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C. The provisions address placement of small cell facilities and associated poles in the public rights of way. The GMA's Model Right of Way Ordinance, available to local governments in the GMA Telecommunications and Right of Way Management program, addresses other conditions regarding the access and use of the right of way that are not specific to small cell facilities and associated poles.

The document includes automatic numbering and cross references. To update cross references, press CTRL+A, scroll down to the first cross reference, right click and select "Update Field."

DRAFT

[CITY / COUNTY OF _____]

WIRELESS FACILITIES AND ANTENNAS [CODE / ORDINANCE]

**ARTICLE I
PURPOSE AND COMPLIANCE**

Section 1.1 O.C.G.A. § [32-4-92(a)(10) / 32-4-42(6)] authorizes the [City of _____], Georgia (the “City”) / County of _____, Georgia (the “County”) to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the [City / County]. Further, 47 U.S.C. § 253(c) provides that the [City / County] has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the “SWFAA”), addresses the placement of small wireless facilities in the public rights of way of the [City / County].

Section 1.2 The [City / County] finds it is in the best interest of the [City / County] and its residents and businesses to establish requirements, specifications reasonable conditions regarding placement of small wireless facilities, poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the [City / County] and to reasonably manage and protect the public rights of way and its uses in the [City / County].

Section 1.3 The objective of this [Code / Ordinance] is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents’ quality of life.¹

**ARTICLE II
DEFINITIONS**

Section 2.1 Unless defined below, terms used in this [Code / Ordinance] shall have the meanings given them in O.C.G.A. § 36-66C-2.

[Alternative Text for Section 2.1]² As used in this [Code / Ordinance], the following terms have the following meanings:

- (a) “Antenna” means: (i) communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or (ii) Communications equipment similar to equipment described in part (i) used for the transmission, reception, or

¹ Note, this list of considerations comes from ¶ 86 of FCC 2018 Small Cell Order.

² These definitions mirror the SWFAA. Incorporating them directly into the Aesthetics standards means Cities and Counties will need to amend their codes / ordinances if the legislature changes SWFAA definitions. If Cities / Counties adopt the alternative text, remember to monitor the SWFAA and incorporate changes into your codes / ordinances.

transmission and reception of surface waves. Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

(b) “Applicable Codes” means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the State of Georgia or the [City / County] or are otherwise applicable in the [City / County].

(c) “Applicant” means any person that submits an application.

(d) “Application” means a written request submitted by an applicant to the [City / County] for a permit to: (i) collocate a small wireless facility in a right of way; or (ii) install, modify, or replace a pole or decorative pole in a right of way on which a small wireless facility is or will be located.

(e) “Authority Pole” means a pole owned, managed, or operated by or on behalf of the [City / County]. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by an electric supplier.

(f) “Collocate” or “Collocation” means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

(g) “Communications Facility” means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

(h) “Communications Service Provider” means a provider of communications services.

(i) “Communications Services” means cable service as defined in 47 U.S.C. § 522(6); telecommunications service as defined in 47 U.S.C. § 153(53); information service as defined in 47 U.S.C. Section 153(24), as each such term existed on January 1, 2019; or wireless services.

(j) “Consolidated Application” means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

(k) “Decorative Pole” means an authority pole that is specially designed and placed for aesthetic purposes.

(l) “Electric Supplier” means any electric light and power company subject to regulation by the Georgia Public Service Commission, any electric membership corporation furnishing retail service in this state, and any municipality which furnishes such service within this state.

(m) “Eligible Facilities Request” means an eligible facilities request as set forth in 47 C.F.R. § 1.40001(b)(3), as it existed on January 1, 2019.

(n) “FCC” means the Federal Communications Commission of the United States.

(o) “Fee” means a one-time, nonrecurring charge based on time and expense.

(p) “Historic District” means: (i) any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1; (ii) any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act; or (iii) any area designated as a historic district or property by law prior to April 26, 2019.

(q) “Law” means and includes any and all federal, state, or local laws, statutes, common laws, codes, rules, regulations, orders, or ordinances.

(r) “Micro Wireless Facility” means a small wireless facility not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior antenna, if any, no longer than 11 inches.

(s) “Permit” means a written authorization, in electronic or hard copy format, required to be issued by the [City / County] to initiate, continue, or complete the collocation of a small wireless facility or the installation, modification, or replacement of a pole or decorative pole upon which a small wireless facility is collocated.

(t) “Person” means an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization, including an authority.

(u) “Pole” means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

(v) “Rate” means a recurring charge.

(w) “Reconditioning Work” means the activities associated with substantially painting, reconditioning, improving, or repairing authority poles.

(x) “Replace,” “Replacement” or “Replacing” means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

(y) “Replacement Work” means the activities associated with replacing an authority pole.

(z) “Right of Way” means, generally, property or any interest therein, whether or not in the form of a strip, which is acquired for or devoted to a public road; provided, however, that such term shall apply only to property or an interest therein that is under the ownership or control of the [City / County] and shall not include property or any interest therein acquired for or devoted to an interstate highway or the public rights, structures, sidewalks, facilities, and appurtenances of buildings for public equipment and personnel used for or engaged in administration, construction, or maintenance of public roads or research pertaining thereto or scenic easements and easements of light, air, view and access.

(aa) “Small Wireless Facility” means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

(bb) “State” means the State of Georgia.

(cc) “Support Structure” means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

(dd) “Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

(ee) “Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

(ff) “Wireless Services” means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

(gg) “Wireless Services Provider” means a person that provides wireless services.

(hh) “Wireline Backhaul Facility” means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

Section 2.2 In the event that any federal or state law containing definitions used in this [Code / Ordinance] is amended, the definition in the referenced section, as amended, shall control.

ARTICLE III PERMITS

Section 3.1 A permit is required to collocate a small wireless facility³ in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

Section 3.2 Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] for a permit. Applications are available from the [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS]. [The application template is included as Exhibit A to this [Code / Ordinance]]. Any material change to information contained in an application shall be submitted in writing to the [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] within 30 days after the events necessitating the change.

Section 3.3 Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3).⁴ Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

Section 3.4 The [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13.

Section 3.5 Applications for permits shall be approved except as follows:

³ **NOTE** Under SWFAA, collocation can be on or adjacent to: (i) a pole or decorative pole or (ii) a support structure. By definition, poles and decorative poles are in the right of way. Support structures may be located outside of the right of way. Permitting of support structures is not part of this process. See O.C.G.A. § 36-66C-6(l).

⁴ Note, if FCC Order regarding fees is overturned or modified, this should be revisited. SWFAA provides that if the FCC Order is modified or terminated, then fees are capped at what is “fair and reasonable.”

(a) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

(b) The [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

(c) For applications for new poles in the public right of way in areas zoned for residential use, the [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the [INSERT NAME OF DEPARTMENT REVIEWING / PROCESSING APPLICATIONS] proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

Section 3.6 A permit issued under this ARTICLE III shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

Section 3.7 Upon the issuance of a permit under this [Code / Ordinance], and on each anniversary of such issuance, every person issued a permit shall submit to the [City / County] the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal.⁵ The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

Section 3.8 Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

⁵ Note, if FCC Order regarding fees is overturned or modified, SWFAA provides fees are capped at what is "fair and reasonable." This provision may need to be revised if the FCC Order is overturned.

Section 3.9 The [City/County] may revoke a permit issued pursuant to this ARTICLE III if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this [Code / Ordinance] or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, the [City / County] may proceed according to Section 3.10.

Section 3.10 If a wireless provider occupies the public rights of way without obtaining a permit required by this ARTICLE III or without complying with the SWFAA, then the [City / County] may, at the sole discretion of the [City / County], restore the right of way, to the extent practicable in the reasonable judgment of the [City / County], to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the [City / County] in doing so, plus a penalty not to exceed \$1,000.00.⁶ The [City / County] may suspend the ability of the wireless provider to receive any new permits from the [City / County] under this ARTICLE III until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the [City / County] may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

Section 3.11 All accepted applications for permits shall be publically available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

Section 3.12 An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13.

Section 3.13 Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).

Section 3.14 Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of [redacted]⁷ years.

Section 3.15 Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

Section 3.16 If an application for a permit seeks to collocate small wireless facilities on authority poles in the public rights of way, then the [City / County] shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the [City/County] shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

⁶ Penalty authorized under O.C.G.A. § 36-66C-6(b).

⁷ Note, must be at least 10 years under O.C.G.A. § 36-66C-7(k)(2)(B).

**ARTICLE IV
REMOVAL; RELOCATION; RECONDITIONING; REPLACEMENT;
ABANDONMENT**

Section 4.1 A person may remove its small wireless facilities from the public rights of according to the procedures of O.C.G.A. § 36-66C-5(e).

Section 4.2 In the event of a removal under Section 4.1, the right of way shall be, to the extent practicable in the reasonable judgment of the [City / County], restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the [City / County], to its condition prior to the removal within 90 days of the removal, the [City / County] may, at the sole discretion of the [City / County], restore the right of way to such condition and charge the person the [City / County]'s reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00.⁸ The [City / County] may suspend the ability of the person to receive any new permits under ARTICLE III until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the [City / County] will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

Section 4.3 If, in the reasonable exercise of police powers, the [City / County] determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the [City/county] make take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

Section 4.4 The [City / County] shall recondition and replace authority poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).

Section 4.5 A wireless provider must notify the [City / County] of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The [City / County] may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

⁸ Penalty authorized under O.C.G.A. § 36-66C-5(e).

**ARTICLE V
STANDARDS**

Section 5.1 Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under ARTICLE III; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h).

(a) **OPTION**⁹ New, modified, or replacement poles installed in the right of way in a historic district and in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

(b) **OPTION**¹⁰ Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(i) Fifty feet above ground level; or

(ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

(c) **OPTION**¹¹ New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

(d) **OPTION**¹² New small wireless facilities in the public right of way collocated on a new or replacement pole under Section 5.1(a) or Section 5.1(b) may not extend above the top of such poles.

Section 5.2 **OPTION**¹³ A decorative pole should only be located where an existing pole can be removed and replaced, or at a new location where the [City / County] has identified that a streetlight is necessary.

⁹ Note, these track O.C.G.A. § 36-66C-7(h)(1)-(3) and can be included in the City or County wants these standards directly in its [Code / Ordinance]. Also, O.C.G.A. § 36-66C-7(h) only relates to permitted use and administrative approval. It is not clear whether there can be an absolute prohibition against larger equipment.

¹⁰ Note, these track O.C.G.A. § 36-66C-7(h)(1)-(3) and can be included in the City or County wants these standards directly in its [Code / Ordinance]. Also, O.C.G.A. § 36-66C-7(h) only relates to permitted use and administrative approval. It is not clear whether there can be an absolute prohibition against larger equipment.

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¹³ Note, this needs to be considered carefully as it relates to O.C.G.A. § 36-66B-6(3).

Section 5.3 **OPTION** Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

- (a) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;
- (b) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.
- (c) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.
- (d) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

Section 5.4 Notwithstanding any provision of this **[Code/Ordinance]** to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under ARTICLE III and (ii) compliance with applicable codes.

Section 5.5 Notwithstanding any provision of this **[Code/Ordinance]** to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under ARTICLE III and (ii) compliance with applicable codes.

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16.

Instructions

These Aesthetics Standards are designed to be incorporated into the GMA's Model Right of Way Ordinance.

The document includes automatic numbering and cross references. To update cross references, press CTRL+A, scroll down to the first cross reference, right click and select "Update Field."

DRAFT

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**ARTICLE IX
AESTHETIC STANDARDS¹**

Section 9.1 Authority and Scope.

(a) O.C.G.A. § [32-4-92(a)(10) / 32-4-42(6)] authorizes the [City / County] to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of the [City / County]. Further, 47 U.S.C. § 253(c) provides that the [City / County] has authority to manage its public rights of way.

(b) The [City / County] finds it is in the best interest of the [City / County] and its residents and businesses to establish aesthetic requirements and other specifications and reasonable conditions regarding placement of facilities in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the [City / County] and to reasonably manage and protect the public rights of way and its uses in the [City / County].

(c) The objective of this Article is to ensure use of the public rights of way: (i) is consistent with the design, appearance and other features of nearby land uses; (ii) protects the integrity of historic, cultural and scenic resources; and (iii) does not harm residents' quality of life.²

(d) This Article applies to all requests to locate facilities in the public rights of way and ongoing use of the public rights of way for such facilities. This Article is established pursuant to [City / County Charter] and applicable law. This Article is administered by the [INSERT NAME OF RESPONSIBLE DEPARTMENT].

(e) Placement or modification of facilities in the public right of way shall comply with this Article at the time the permit for installation or modification is approved and as amended from time to time. Permittees are required to comply with [City / County Code] and applicable law and regulations.

Section 9.2 Definitions. Unless otherwise defined in Section 1.3,³ terms used in this Article shall have the meanings given them in O.C.G.A. § 36-66C-2.

[Alternative Text for Section 9.2]⁴ Definitions. Unless otherwise defined in Section 1.3, the following terms have the following meanings for purposes of this Article :

¹ Insert as Article 9 to GMA Sample ROW Model Utility Permit Ordinance; renumber existing Article 9 to be Article 10.

² This list of considerations comes from ¶ 86 of FCC 2018 Small Cell Order.

³ Confirm reference.

⁴ These definitions mirror the SWFAA. Incorporating them directly into the Aesthetics standards means Cities and Counties will need to amend their codes / ordinances if the legislature changes SWFAA definitions. If Cities /

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(a) “Antenna” means: (i) communications equipment that transmits, receives, or transmits and receives electromagnetic radio frequency signals used in the provision of wireless services or other wireless communications; or (ii) Communications equipment similar to equipment described in part (i) used for the transmission, reception, or transmission and reception of surface waves. Such term shall not include television broadcast antennas, antennas designed for amateur radio use, or satellite dishes for residential or household purposes.

(b) “Collocate” or “Collocation” means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

(c) “Consolidated Application” means an application for the collocation of multiple small wireless facilities on existing poles or support structures or for the installation, modification, or replacement of multiple poles and the collocation of associated small wireless facilities.

(d) “Decorative Pole” means an authority pole that is specially designed and placed for aesthetic purposes.

(e) “FCC” means the Federal Communications Commission of the United States.

(f) “Historic District” means: (i) any district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the secretary of the interior of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide Programmatic Agreement codified by 47 C.F.R. Part 1; (ii) any area designated as a historic district under Article 2 of Chapter 10 of Title 44, the Georgia Historic Preservation Act; or (iii) any area designated as a historic district or property by law prior to [REDACTED], 2019].⁵

(g) “Pole” means a vertical pole such as a utility, lighting, traffic, or similar pole made of wood, concrete, metal, or other material that is lawfully located or to be located within a right of way, including without limitation a replacement pole and an authority pole. Such term shall not include a support structure, decorative pole, or electric transmission structure.

(h) “Replace,” “Replacement” or “Replacing” means to replace a pole or decorative pole with a new pole or a new decorative pole, similar in design, size, and scale to the existing pole or decorative pole consistent with 47 C.F.R. § 1.40001(b)(7) as it existed on January 1, 2019, in order to address limitations of, or change requirements applicable to, the existing pole to structurally support the collocation of a small wireless facility.

Counties adopt the alternative text, remember to monitor the SWFAA and incorporate changes into your codes / ordinances.

⁵ Insert date SWFAA approved by Governor.

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(i) “Small Wireless Facility” means radio transceivers; surface wave couplers; antennas; coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and associated equipment, regardless of technological configuration, at a fixed location or fixed locations that enable communication or surface wave communication between user equipment and a communications network and that meet both of the following qualifications: (i) each wireless provider's antenna could fit within an enclosure of no more than six cubic feet in volume; and (ii) all other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume, measured based upon the exterior dimensions of height by width by depth of any enclosure that may be used. The following types of associated ancillary equipment are not included in the calculation of the volume of all other wireless equipment associated with any such facility: electric meters; concealment elements; telecommunications demarcation boxes; grounding equipment; power transfer switches; cut-off switches; and vertical cable runs for connection of power and other services. Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

(j) “Support Structure” means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

(k) “Wireless Infrastructure Provider” means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

(l) “Wireless Provider” means a wireless infrastructure provider or a wireless services provider.

(m) “Wireless Services” means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

(n) “Wireless Services Provider” means a person that provides wireless services.

(o) “Wireline Backhaul Facility” means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

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Section 9.3 Cross References. Definitions in this Article include references and citations to applicable federal and state laws. In the event that any referenced section is amended, the definition in the referenced section, as amended, shall control.

Section 9.4 Facilities Standards.

(a) Facilities must be compatible in size, mass, and color to similar facilities in the same zoning area, with a goal of minimizing the physical and visual impact on the area.

(b) Facilities [in the residential / historical / architecturally significant areas]⁶ shall be visually and architecturally integrated with [the residential / historical / architecturally significant areas]⁷ [and shall not interfere with prominent vistas or significant public view corridors].

(c) Facilities must be located in alignment with existing trees and/or facilities.

(d) Facilities must maintain the integrity and character of the neighborhoods and corridors in which the facilities are located.

Section 9.5 **OPTION**⁸ Undergrounding. Except as provided in Section 9.5(a) and Section 9.5(b), facilities shall be installed underground in [INSERT AREA / ZONE / DISTRICT] so long as placement underground will not materially impact the provision of service. Any individual requesting to locate facilities above ground in [INSERT AREA / ZONE / DISTRICT] has the burden to demonstrate by clear and convincing evidence that undergrounding will effectively prohibit the provision of the service in question.⁹

(a) Light poles¹⁰ and small wireless facilities collocated thereon may be located above ground in areas of the [City/County] where facilities are primarily located underground.

(b) The [City/County] may: (i) allow collocated small wireless facilities placed aboveground prior to the effective date of this [Code / Ordinance] and subject to any applicable pole attachment agreement to remain above ground; or (ii) allow the wireless provider to replace the pole associated with previously collocated small wireless facilities at the same location or propose an alternate location within 50 feet of the prior location,

⁶ If this requirement is only to apply to specific areas within the City/County, then enter the appropriate zoning or other designations.

⁷ If this requirement is only to apply to specific areas within the City/County, then enter the appropriate zoning or other designations.

⁸ Note, the FCC 2018 Small Cell Order states that a regulation that “all wireless facilities be deployed underground would amount to an effective prohibition”, in violation of federal law. Cities and counties need to be careful in adopting undergrounding requirements. The proposed language is intended to apply to all users of the rights of way. Also, the SWFAA says wireless providers are only required to comply with undergrounding provisions that apply to areas “where utilities or other equipment in the public rights of way are primarily located underground.”

⁹ Note, per O.C.G.A. § 36-66C-7(i)(1)(A), Cities and counties will need to think about application of this if you are transitioning to undergrounding.

¹⁰ Note, this is not defined in the SWFAA.

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which the wireless provider shall use unless such alternate location imposes technical limits or significant additional costs.

Section 9.6 **OPTION**¹¹ Historic District. Facilities installed in the historic district of the City / County shall conform to the provisions of the [insert name for plan or other document identifying requirements for historic district].¹²

Section 9.7 **OPTION** Camouflaging. Facilities must be designed using camouflaging techniques that make them as unobtrusive as possible if:

(a) It is not possible or desirable to match the design and color of facilities with the similar facilities in the same zoning area, as required under Section 9.4(a); or

(b) Existing facilities in the area are out of character with a streetscape plan or other aesthetic plan that has been adopted by the [City/County].

Section 9.8 **OPTION** Concealment. Facilities shall incorporate specific concealment elements to minimize visual impacts.¹³

Section 9.9 **OPTION**¹⁴ Preferred Locations.

(a) Unless otherwise provided by applicable law, facilities shall, to the extent that it is reasonable, be placed in the following areas of the [City / County]: (i) [Most Desirable]¹⁵; (ii) [2nd Most Desirable]; (iii) [3rd Most Desirable]. These areas are identified in terms of priority, meaning [] is the most preferred location, followed by [], etc.

(b) Facilities may be located outside areas identified in Section 9.9(a) if: (i) facilities must be placed outside of the areas identified in Section 9.9(a) in order to maintain existing services, improve services, or new service can only be provided if facilities are placed in areas located outside of those identified in Section 9.9(a); or (ii) the proposed facilities will meet all applicable requirements for the non-preferred location and will complement the character of the zoning area.

Section 9.10 Installation and Modification Standards. Installation of new facilities in, on, along, over, or under the public rights of way or modification of existing facilities in, on, along, over, or under the public rights of way shall:

¹¹ Under SWFAA, any historic district regulations regarding small cell equipment must be objective, reasonable, and nondiscriminatory.

¹² Note, consider including historic regulations directly in this document.

¹³ Note, model SWFAA Ordinance includes concealment provisions that apply to small cell facilities.

¹⁴ The fact that these provisions must apply to all ROW facilities may make the idea of a hierarchy of locations not feasible. Further, 36-66C-7(h) provides that so long as equipment meets the size provisions of paragraph (h), it must be considered a permitted use. Thus, it is unclear what effect a hierarchy would have, if any.

¹⁵ List out most desirable locations within [City / County]. Examples include, Industrial, Commercial, etc. Also consider tying back to any language in zoning code that identifies areas.

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- (a) Minimize risks to public safety;
- (b) Ensure that placement of facilities on existing structures is within the tolerance of those structures;
- (c) Ensure that installations and modifications are subject to periodic review to minimize the intrusion on the right of way;
- (d) Ensure that the [City / County] bears no risk or liability as a result of the installations or modifications; and
- (e) Ensure that use of the public rights of way does not inconvenience the public, interfere with the primary uses of the public rights of way, or hinder the ability of the [City / County] or other government entities to improve, modify, relocate, abandon, or vacate the right of way or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the right of way.

Section 9.11 Plans for Use.¹⁶ No facilities shall be placed in, on, along, over, or under the public rights of way unless: (i) there are immediate plans to use the proposed facility; or (ii) there is a contract with another party that has immediate plans to use the proposed facility.

Section 9.12 Contact Information. Every facility placed in the public rights of way shall at all times display signage that accurately identifies the facility owner and provides the facility owner's unique site number, and also provides a local or toll-free telephone number to contact the facility owner's operations center.

¹⁶ Reminder: the SWFAA includes provisions addressing abandonment. See O.C.G.A. § 36-66C-7(p) and SWFAA Ordinance Section 4.5.

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SB 66/AP

Senate Bill 66

By: Senators Gooch of the 51st, Ginn of the 47th, Lucas of the 26th, Dugan of the 30th,
Cowsert of the 46th and others

AS PASSED

A BILL TO BE ENTITLED
AN ACT

1 To amend Title 36 of the Official Code of Georgia Annotated, relating to local government,
2 so as to enact the "Streamlining Wireless Facilities and Antennas Act"; to streamline the
3 deployment of wireless broadband in the public rights of way; to provide for definitions; to
4 require certain meetings between applicants and authorities before applications are submitted
5 under this Act; to provide the manner in which this Act may be implemented; to provide rate
6 and fee caps and the process to be followed for the removal of small wireless facilities; to
7 authorize wireless providers to collocate small wireless facilities on authority poles and
8 decorative poles in the right of way subject to administrative review and to occupy the right
9 of way for certain uses, including certain placements of poles and certain collocations of
10 small wireless facilities, subject to administrative review; to provide a permit application
11 process with certain exemptions and certain limitations on an authority's use and
12 administration of the right of way; to provide certain time frames and other requirements for
13 the application process, permits, relocations, reconditioning, make-ready work,
14 abandonment, imminent risks to public safety, repair of damage to the right of way, and
15 notices; to require certain applications for other uses to comply with applicable law; to
16 require an applicant to comply with certain requirements in the right of way; to provide for
17 certain requirements in historic districts; to provide a process by which an authority may
18 propose alternative locations for new poles in the right of way in areas zoned for residential
19 use; to provide for certain requirements for decorative poles; to provide for consolidated
20 applications and the tolling of application processing once certain volumes have been
21 reached; to provide for a process for the resolution of conflicting application requests; to
22 provide for indemnification by wireless providers and limitations of liability for authorities
23 and their officers, employees, or agents; to provide that, absent an agreement to the contrary,
24 an authority may not require a wireless provider to provide services unrelated to the
25 collocation for which approval is sought; to address the applicability of this Act to
26 agreements between authorities and wireless providers entered into before October 1, 2019;
27 to provide that, except to the extent authorized by federal law, nothing in this Act authorizes
28 the state or any political subdivision thereof, including an authority, to require small wireless

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29 facility deployment or to regulate wireless services; to address any perceived conflicts
30 between this Act and Chapter 66B of Title 36; to address the law applicable to certain
31 activities relating to wireline backhaul facilities; to provide that the approval of certain
32 activities relating to small wireless facilities shall not authorize the provision of
33 communications services; to provide for certain limitations on the regulation of certain
34 communications facilities and the regulation and imposition of a tax, fee, or charge on certain
35 communications services; to provide that this Act shall not apply to an authority to the extent
36 such authority uses communications facilities to provide free Wi-Fi services to the public;
37 to provide that nothing in this Act relieves any person of any duties provided for in Chapter 9
38 of Title 25; to provide for related matters; to provide for effective dates; to repeal conflicting
39 laws; and for other purposes.

40 BE IT ENACTED BY THE GENERAL ASSEMBLY OF GEORGIA:

41 SECTION 1.
42 Title 36 of the Official Code of Georgia Annotated, relating to local government, is amended
43 by adding a new chapter to read as follows:

44 "CHAPTER 66C

45 36-66C-1.

46 This chapter shall be known and may be cited as the 'Streamlining Wireless Facilities and
47 Antennas Act.'

48 36-66C-2.

49 As used in this chapter, the term:
50 (1) 'Administrative review' means review by an authority, including authority staff, of
51 an application to determine whether the issuance of a permit is in conformity with the
52 applicable provisions of this chapter.
53 (2) 'Antenna' means:
54 (A) Communications equipment that transmits, receives, or transmits and receives
55 electromagnetic radio frequency signals used in the provision of wireless services or
56 other wireless communications; or
57 (B) Communications equipment similar to equipment described in subparagraph (A)
58 of this paragraph used for the transmission, reception, or transmission and reception of
59 surface waves.
60 Such term shall not include television broadcast antennas, antennas designed for amateur
61 radio use, or satellite dishes for residential or household purposes.

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Commented [A1]: SWFAA Ordinance Section 2.1
Model ROW Ordinance, Art. IX, Section 9.2 or 9.3

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(3) 'Applicable codes' means uniform building, fire, safety, electrical, plumbing, or mechanical codes adopted by a recognized national code organization to the extent such codes have been adopted by the state or an authority or are otherwise applicable in the jurisdiction in which the application is submitted.

(4) 'Applicant' means any person that submits an application.

(5) 'Application' means a written request submitted by an applicant to an authority for a permit to:

(A) Collocate a small wireless facility in a right of way; or

(B) Install, modify, or replace a pole or decorative pole in a right of way on which a small wireless facility is or will be collocated.

(6) 'Authority' means any county, consolidated government, or municipality or any agency, district, subdivision, or instrumentality thereof. Such term shall not include an electric supplier.

(7) 'Authority pole' means a pole owned, managed, or operated by or on behalf of an authority. Such term shall not include poles, support structures, electric transmission structures, or equipment of any type owned by an electric supplier.

(8) 'Class I Authority' means any county which has 100,000 parcels or more of real property within the unincorporated area of such county, any consolidated government which has 100,000 parcels or more of real property within the consolidated area, or any municipality which has 100,000 parcels or more of real property within the municipality.

(9) 'Class II Authority' means any county which has at least 10,000 parcels but less than 100,000 parcels of real property within the unincorporated area of such county, any consolidated government which has at least 10,000 parcels but less than 100,000 parcels of real property within the consolidated area, or any municipality which has at least 10,000 parcels but less than 100,000 parcels of real property within the municipality.

(10) 'Class III Authority' means any county which has less than 10,000 parcels of real property within the unincorporated area of such county, any consolidated government which has less than 10,000 parcels of real property within the consolidated area, or any municipality which has less than 10,000 parcels of real property within the municipality.

(11) 'Collocate' or 'collocation' means to install, mount, modify, or replace a small wireless facility on or adjacent to a pole, decorative pole, or support structure.

(12) 'Communications facility' means the set of equipment and network components, including wires and cables and associated equipment and network components, used by a communications service provider to provide communications services.

(13) 'Communications service provider' means a provider of communications services.

(14) 'Communications services' means cable service as defined in 47 U.S.C. Section 522(6); telecommunications service as defined in 47 U.S.C. Section 153(53);

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99 information service as defined in 47 U.S.C. Section 153(24), as each such term existed
 100 on January 1, 2019; or wireless services.
 101 (15) 'Consolidated application' means an application for the collocation of multiple small
 102 wireless facilities on existing poles or support structures or for the installation,
 103 modification, or replacement of multiple poles and the collocation of associated small
 104 wireless facilities.
 105 (16) 'Decorative pole' means an authority pole that is specially designed and placed for
 106 aesthetic purposes.
 107 (16.1) 'Electric supplier' shall have the same meaning as provided in Code
 108 Section 46-3-3.
 109 (17) 'Eligible facilities request' means an eligible facilities request as set forth in 47
 110 C.F.R. Section 1.40001(b)(3), as it existed on January 1, 2019.
 111 (18) 'FCC' means the Federal Communications Commission of the United States.
 112 (19) 'Fee' means a one-time, nonrecurring charge based on time and expense.
 113 (20) 'Historic district' means:
 114 (A) Any district, site, building, structure, or object included in, or eligible for inclusion
 115 in, the National Register of Historic Places maintained by the secretary of the interior
 116 of the United States in accordance with Section VI.D.1.a.i-v of the Nationwide
 117 Programmatic Agreement codified by 47 C.F.R. Part 1;
 118 (B) Any area designated as a historic district under Article 2 of Chapter 10 of Title 44,
 119 the 'Georgia Historic Preservation Act'; or
 120 (C) Any area designated as a historic district or property by law prior to the effective
 121 date of this Code section.
 122 (21) 'Law' means and includes any and all federal, state, or local laws, statutes, common
 123 laws, codes, rules, regulations, orders, or ordinances.
 124 (22) 'Metropolitan statistical area' means a standard metropolitan statistical area which
 125 is located within this state and recognized by the United States Department of Commerce,
 126 Bureau of the Census, according to the United States decennial census of 2010 or any
 127 future such census.
 128 (23) 'Micro wireless facility' means a small wireless facility not larger in dimension
 129 than 24 inches in length, 15 inches in width, and 12 inches in height that has an exterior
 130 antenna, if any, no longer than 11 inches.
 131 (24) 'Permit' means a written authorization, in electronic or hard copy format, required
 132 to be issued by an authority to initiate, continue, or complete the collocation of a small
 133 wireless facility or the installation, modification, or replacement of a pole or decorative
 134 pole upon which a small wireless facility is collocated.

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- 135 (25) 'Person' means an individual, corporation, limited liability company, partnership,
 136 association, trust, or other entity or organization, including an authority.
- 137 (26) 'Pole' means a vertical pole such as a utility, lighting, traffic, or similar pole made
 138 of wood, concrete, metal, or other material that is lawfully located or to be located within
 139 a right of way, including without limitation a replacement pole and an authority pole.
 140 Such term shall not include a support structure, decorative pole, or electric transmission
 141 structure.
- 142 (27) 'Rate' means a recurring charge.
- 143 (28) 'Reconditioning work' means the activities associated with substantially painting,
 144 reconditioning, improving, or repairing authority poles.
- 145 (29) 'Replace,' 'replacement,' or 'replacing' means to replace a pole or decorative pole
 146 with a new pole or a new decorative pole, similar in design, size, and scale to the existing
 147 pole or decorative pole consistent with 47 C.F.R. 1.40001(b)(7) as it existed on
 148 January 1, 2019, in order to address limitations of, or change requirements applicable to,
 149 the existing pole to structurally support the collocation of a small wireless facility.
- 150 (30) 'Replacement work' means the activities associated with replacing an authority pole.
- 151 (31) 'Right of way' has the same meaning as provided in paragraph (25) of Code
 152 Section 32-1-3; provided, however, that such term shall apply only to property or an
 153 interest therein that is under the ownership or control of an authority and shall not include
 154 property or any interest therein acquired for or devoted to an interstate highway or the
 155 public rights, structures, sidewalks, facilities, and appurtenances described in
 156 subparagraph (K) or (R) of paragraph (24) of Code Section 32-1-3.
- 157 (32) 'Small wireless facility' means radio transceivers; surface wave couplers; antennas;
 158 coaxial, fiber optic, or other cabling; power supply; backup batteries; and comparable and
 159 associated equipment, regardless of technological configuration, at a fixed location or
 160 fixed locations that enable communication or surface wave communication between user
 161 equipment and a communications network and that meet both of the following
 162 qualifications:
- 163 (A) Each wireless provider's antenna could fit within an enclosure of no more than six
 164 cubic feet in volume; and
- 165 (B) All other wireless equipment associated with the facility is cumulatively no more
 166 than 28 cubic feet in volume, measured based upon the exterior dimensions of height
 167 by width by depth of any enclosure that may be used. The following types of
 168 associated ancillary equipment are not included in the calculation of the volume of all
 169 other wireless equipment associated with any such facility:
- 170 (i) Electric meters;
- 171 (ii) Concealment elements;

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(iii) Telecommunications demarcation boxes;

(iv) Grounding equipment;

(v) Power transfer switches;

(vi) Cut-off switches; and

(vii) Vertical cable runs for connection of power and other services.

Such term shall not include a pole, decorative pole, or support structure on, under, or within which the equipment is located or collocated or to which the equipment is attached and shall not include any wireline backhaul facilities or coaxial, fiber optic, or other cabling that is between small wireless facilities, poles, decorative poles, or support structures or that is not otherwise immediately adjacent to or directly associated with a particular antenna.

(33) 'State' means the State of Georgia.

(34) 'Support structure' means a building, billboard, water tank, or any other structure to which a small wireless facility is or may be attached. Such term shall not include a decorative pole, electric transmission structure, or pole.

(35) 'Wireless infrastructure provider' means any person, including a person authorized to provide telecommunications services in this state, that builds, installs, or operates small wireless facilities, poles, decorative poles, or support structures on which small wireless facilities are or are intended to be used for collocation but that is not a wireless services provider.

(36) 'Wireless provider' means a wireless infrastructure provider or a wireless services provider.

(37) 'Wireless services' means any services provided to the public using licensed or unlicensed spectrum, including the use of Wi-Fi, whether at a fixed location or mobile.

(38) 'Wireless services provider' means a person that provides wireless services.

(39) 'Wireline backhaul facility' means an aboveground or underground wireline facility used to transport communications data from a telecommunications demarcation box associated with small wireless facility to a network.

200 36-66C-3.

(a) An applicant that has not previously held a meeting with a Class I Authority that complies with this Code section shall meet with the Class I Authority at least 30 days before submitting applications under Code Section 36-66C-6 to inform such authority in good faith when such applicant expects to commence deployment of small wireless facilities and poles within such authority pursuant to this chapter, the number of small wireless facilities and poles it expects to deploy during the 24 months after commencement, and the expected timing of such deployments.

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208 (b) Upon request by any Class II Authority that is located within a metropolitan statistical
 209 area and with which the applicant has not previously held a meeting that complies with this
 210 Code section, an applicant shall meet with such authority at least 30 days before submitting
 211 applications under Code Section 36-66C-6 to inform such authority in good faith when
 212 such applicant expects to commence deployment of small wireless facilities and poles
 213 within such authority pursuant to this chapter, the number of small wireless facilities and
 214 poles it expects to deploy during the 24 months after commencement, and the expected
 215 timing of such deployments.

216 (c) All documents or other information provided by the applicant in the course of, or in
 217 association with, any meetings provided for in this Code section shall be presumed to be
 218 confidential and proprietary and a trade secret as such term is defined in Code
 219 Section 10-1-761, shall be subject to exemption from disclosure under state and federal
 220 law, and shall not be subject to disclosure under Article 4 of Chapter 18 of Title 50.

221 **36-66C-4.**

222 A wireless provider may collocate small wireless facilities and install, modify, or replace
 223 associated poles or decorative poles under this chapter without an agreement with an
 224 authority and without an implementing ordinance. An authority may make available to
 225 wireless providers rates, fees, and other terms that comply with this chapter and that are
 226 adopted by ordinance, resolution, or another document by the authority after public notice.
 227 In the absence of an ordinance, a resolution, or another document that complies with this
 228 chapter, and until any such ordinance, a resolution, or other document is adopted, if at all,
 229 a wireless provider may collocate small wireless facilities and install, modify, or replace
 230 associated poles or decorative poles pursuant to the requirements of this chapter. An
 231 authority may not require a wireless provider to enter into an agreement to implement this
 232 chapter, but nothing in this chapter shall prohibit an authority and a wireless provider from
 233 voluntarily entering one or more such agreements, including such agreements with rates,
 234 fees, and other terms that differ from those in this chapter; provided, however, that the
 235 authority shall make each such agreement available for public inspection and available for
 236 adoption upon the same terms and conditions to any requesting wireless provider.

Commented [A2]: SWFAA Ordinance Section 3.1

237 **36-66C-5.**

238 (a) As a condition to the issuance of a permit to collocate a small wireless facility or to
 239 install, modify, or replace a pole or a decorative pole for collocation of a small wireless
 240 facility in a right of way, the applicant shall pay the following fees and rates:

241 (1) A fee for each application for the collocation of each small wireless facility on an
 242 existing pole assessed by the authority not to exceed \$100.00 per small wireless facility;

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243 (2) A fee for each application for each replacement pole with an associated small
244 wireless facility assessed by the authority not to exceed \$250.00;

245 (3) A fee for each application for each new pole with an associated small wireless facility
246 assessed by the authority not to exceed \$1,000.00 per pole with an associated small
247 wireless facility;

248 (4) An annual right of way occupancy rate assessed by the authority for nonexclusive
249 occupancy of the right of way by the applicant not to exceed:

250 (A) One hundred dollars per year for each small wireless facility collocated on any
251 existing or replacement pole, including an existing or replacement authority pole; or
252 (B) Two hundred dollars per year for each new pole, other than a replacement pole,
253 with an associated small wireless facility;

254 (5) An annual attachment rate for collocations on authority poles not to exceed \$40.00
255 per year per small wireless facility, which shall be nondiscriminatory regardless of the
256 services provided by the collocating wireless provider;

257 (6) A fee for make-ready work, as provided in subsection (n) of Code Section 36-66C-7;
258 and

259 (7) Generally applicable nondiscriminatory fees for any permit required under generally
260 applicable law; provided, however, that an applicant shall not be required to obtain or pay
261 any fees for a building permit, as the permit issued pursuant to this chapter serves as a
262 building permit for the applicable poles and small wireless facilities.

263 (b) The monetary caps provided in paragraphs (1), (2), (3), (4), and (5) of subsection (a)
264 of this Code section shall increase 2.5 percent annually beginning January 1, 2021.

265 (c) If, in a final adjudication not subject to further appeal or to review by the United States
266 Supreme Court, a federal court reviewing Accelerating Wireless Broadband Deployment
267 by Removing Barriers to Infrastructure Investment, et al., Declaratory Ruling and Third
268 Report and Order, WT Docket No. 17-79 and WC Docket No. 17-84, FCC 18-133
269 (released September 27, 2018), or a related FCC order, or a Georgia federal district court,
270 the United States Court of Appeals for the Eleventh Circuit, or the United States Supreme
271 Court interpreting 47 U.S.C. Section 253(c) as it existed on January 1, 2019, determines
272 that fair and reasonable compensation includes not only cost based charges but also market
273 based charges with respect to application fees or right of way occupancy rates for the
274 installation of small wireless facilities or poles, or to authority pole attachment rates for
275 small wireless facilities, then:

276 (1) Beginning on July 1 of the calendar year following the date that the final adjudication
277 is no longer subject to further appeal or to review by the United States Supreme Court,
278 the monetary caps provided in paragraphs (1), (2), (3), (4), and (5) of subsection (a) of
279 this Code section for the fees or rates to which the determination applies, excluding any

Commented [A3]: SWFAA Ordinance Section 3.3

Commented [A4]: SWFAA Ordinance Section 3.7

Commented [A5]: SWFAA Ordinance Section 3.8

Commented [A6]: SWFAA Ordinance automatically adjusts to reflect increase in these caps.

Commented [A7]: If this occurs, SWFAA Ordinance likely will need to be amended to address what is "fair and reasonable"

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280 increases that have been made under subsection (b) of this Code section, shall double;
281 and
282 (2) Beginning on July 1 of the second calendar year following the date that the final
283 adjudication is no longer subject to further appeal or to review by the United States
284 Supreme Court, the monetary caps in paragraphs (1), (2), (3), (4), and (5) of
285 subsection (a) of this Code section for the fees or rates to which the determination applies
286 shall terminate. In place of any monetary caps that terminate pursuant to this subsection,
287 applicants shall pay fees or rates, as each may be applicable, that constitute the fair and
288 reasonable compensation due to the authority under applicable law.
289 (d) An applicant shall not be subject to any fees or rates other than those expressly
290 provided for by this Code section or as may be otherwise voluntarily negotiated between
291 an applicant and the authority in accordance with Code Section 36-66C-4.
292 (e) The applicant, or the person that owns or operates the small wireless facility collocated
293 in the right of way, may remove its small wireless facilities at any time from the right of
294 way upon not less than 30 days' prior written notice to the authority, and may cease paying
295 to the authority any applicable fees and rates for such use, as of the date of the actual
296 removal of the small wireless facilities. In the event of such removal, the right of way shall
297 be, to the extent practicable in the reasonable judgment of the authority, restored to its
298 condition prior to the removal. If the applicant fails to return the right of way, to the extent
299 practicable in the reasonable judgment of the authority, to its condition prior to the removal
300 within 90 days of the removal, the authority may, at the sole discretion of the authority,
301 restore the right of way to such condition and charge the applicant the authority's
302 reasonable, documented cost of removal and restoration, plus a penalty not to exceed
303 \$500.00. The authority may suspend the ability of the applicant to receive any new permits
304 from the authority until the applicant has paid the amount assessed for such restoration
305 costs and the penalty assessed, if any; provided, however, that the authority shall not
306 suspend such ability of any applicant that has deposited the amount in controversy in
307 escrow pending an adjudication of the merits of the dispute by a court of competent
308 jurisdiction.

Commented [A8]: SWFAA Ordinance Section 4.1

Commented [A9]: SWFAA Ordinance Section 3.7

Commented [A10]: SWFAA Ordinance Section 4.2

309 **36-66C-6.**

310 (a) A wireless provider may collocate small wireless facilities on authority poles and
311 decorative poles in the right of way, subject to administrative review only and the issuance
312 of a permit as set forth in this Code section. Subject to administrative review only and the
313 issuance of a permit as set forth in this Code section, a wireless provider may occupy the
314 right of way for the following uses, provided that such uses shall be in accordance with

Commented [A11]: SWFAA Ordinance Section 3.1, 3.2

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315 applicable provisions of this chapter, including without limitation, those set forth in Code

316 Section 36-66C-9:

317 (1) Collocation of a small wireless facility on or adjacent to a pole or a support structure

318 that does not exceed the limitations set forth in paragraph (3) of subsection (h) of Code

319 Section 36-66C-7 or on or adjacent to a decorative pole in compliance with Code

320 Section 36-66C-12; and

321 (2) Installation, modification, or replacement of a pole or a decorative pole for

322 collocation of a small wireless facility that does not exceed the limitations set forth in

323 paragraphs (1) and (2) of subsection (h) of Code Section 36-66C-7.

324 (b) No wireless provider shall collocate any small wireless facility in the right of way or

325 install, modify, or replace a pole or decorative pole for collocation of a small wireless

326 facility in the right of way without first filing an application and obtaining a permit

327 therefor, except as otherwise expressly provided in subsection (e) of this Code section.

328 Any failure to comply with this subsection by a wireless provider shall allow the applicable

329 authority, at the sole discretion of the authority, to restore the right of way, to the extent

330 practicable in the reasonable judgment of the authority, to its condition prior to the

331 unpermitted collocation or installation and to charge the responsible wireless provider its

332 reasonable, documented cost of doing so, plus a penalty not to exceed \$1,000.00. The

333 authority may suspend the ability of the wireless provider to receive any new permits from

334 the authority until the wireless provider has paid the amount assessed for such restoration

335 costs and the penalty assessed, if any; provided, however, that the authority shall not

336 suspend such ability of any applicant that has deposited the amount in controversy in

337 escrow pending an adjudication of the merits of the dispute by a court of competent

338 jurisdiction.

339 (c) The authority shall make accepted applications publicly available; provided, however,

340 that an applicant may designate portions of its application materials that it reasonably

341 believes contain trade secrets by following the procedures set forth in paragraph (34) of

342 subsection (a) of Code Section 50-18-72.

343 (d) The application shall be made by the applicable wireless provider or its duly authorized

344 representative and shall contain the following:

345 (1) The applicant's name, address, telephone number, and email address, including

346 emergency contact information for the applicant;

347 (2) The names, addresses, telephone numbers, and email addresses of all consultants, if

348 any, acting on behalf of the applicant with respect to the filing of the application;

349 (3) A general description of the proposed work and the purposes and intent of the

350 proposed facility. The scope and detail of such description shall be appropriate to the

Commented [A12]: SWFAA Ordinance Section 3.6

Commented [A13]: SWFAA Ordinance Section 3.1, 3.2

Commented [A14]: SWFAA Ordinance Section 3.10

Commented [A15]: SWFAA Ordinance Section 3.11

Commented [A16]: SWFAA Ordinance Section 3.2 and Model Permit Application

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351 nature and character of the physical work to be performed, with special emphasis on
352 those matters likely to be affected or impacted by the physical work proposed;
353 (4) Detailed construction drawings regarding the proposed use of the right of way;
354 (5) To the extent the proposed facility involves collocation on a pole, decorative pole,
355 or support structure, a structural report performed by a duly licensed engineer evidencing
356 that the pole, decorative pole, or support structure will structurally support the
357 collocation, or that the pole, decorative pole, or support structure may and will be
358 modified to meet structural requirements, in accordance with applicable codes;
359 (6) For any new aboveground facilities, visual depictions or representations if such are
360 not included in the construction drawings;
361 (7) Information indicating the horizontal and approximate vertical location, relative to
362 the boundaries of the right of way, of the small wireless facility for which the application
363 is being submitted;
364 (8) If the application is for the installation of a pole or replacement of a decorative pole,
365 a certification that complies with subsection (k) of this Code section;
366 (9) If the small wireless facility will be collocated on a pole or support structure owned
367 by a third party, other than an authority pole or a decorative pole, a certification that the
368 wireless provider has permission from the owner to collocate on the pole or support
369 structure; and
370 (10) If the applicant is not a wireless services provider, a certification that a wireless
371 services provider has requested in writing that the applicant collocate the small wireless
372 facilities or install, modify, or replace the pole or decorative pole at the requested
373 location.
374 (e) An application shall not be required for the following activities, provided that a
375 wireless provider may be required to obtain permits for such activities, such as electrical
376 permits or street opening permits, if otherwise required by generally applicable law:
377 (1) With respect to a pole or decorative pole on which a small wireless facility is
378 collocated, inspections, testing, repairs, and modifications that maintain functional
379 capacity and aesthetic and structural integrity, provided that modifications are limited by
380 the structural load analysis supplied by the applicant in its prior application to the
381 authority; and
382 (2) With respect to a small wireless facility, inspections, testing, or repairs that maintain
383 functional capacity or the replacement or upgrade of antennas or other components of the
384 small wireless facility such as a swap out or addition of antennas and radio equipment as
385 required by the applicant, with antennas and other components that are substantially
386 similar in color, aggregate size, and other aesthetics to that previously permitted by the
387 authority and consistent with the height and volume limits for small wireless facilities

Commented [A17]: SWFAA Ordinance Section 3.2 and Model Permit Application

Commented [A18]: SWFAA Ordinance Section 3.2

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388 under this chapter, so long as the pole, decorative pole, or support structure will
389 structurally support, or prior to installation will be modified to support, the structural load
390 in accordance with the structural load analysis supplied by the applicant in its prior
391 application to the authority. |
392 (f) An authority shall not require a wireless provider to obtain a permit or any other
393 approval or require fees or rates for the installation, placement, maintenance, operation, or
394 replacement of micro wireless facilities that are suspended on cables that are strung
395 between poles or support structures in the right of way in compliance with applicable
396 codes; provided, however, that an authority may require a wireless provider to obtain
397 permits for any additional activities such as electrical work, excavation, or closure of
398 sidewalks or vehicular lanes within the right of way if otherwise required by generally
399 applicable law. Such permits shall be issued on a nondiscriminatory basis upon terms and
400 conditions applied to any other person's similar activities in the right of way. |
401 (g) Any material change to information contained in an application shall be submitted in
402 writing to the authority within 30 days after the events necessitating the change. |
403 (h) Unless otherwise provided by applicable law, all applications pursuant to this chapter
404 shall be accompanied by the fees required under Code Sections 36-66C-4 and 36-66C-5. |
405 (i) An authority shall not enter into an exclusive arrangement with any person for use of
406 the right of way for the collocation of small wireless facilities or the installation, operation,
407 marketing, modification, maintenance, or replacement of poles or for the right to attach to
408 authority poles. A person that purchases or otherwise acquires an authority pole is subject
409 to the requirements of this subsection.
410 (j) The authority, in the exercise of its administration and regulation of the management
411 of the right of way, shall be competitively neutral and nondiscriminatory with regard to
412 other users of the right of way.
413 (k) A wireless provider shall not apply to install a pole or replace a decorative pole unless
414 it has determined after diligent investigation that it cannot meet the service objectives of
415 the permit by collocating on an existing pole or support structure on which:
416 (1) The wireless provider has the right to collocate subject to reasonable terms and
417 conditions; and
418 (2) Such collocation would not impose technical limitations or significant additional
419 costs. The wireless provider shall certify that it has made such a determination in good
420 faith, based on the assessment of a licensed engineer, and shall provide a written
421 summary of the basis for such determination. |
422 (l) Requests for installation, modification, or replacement of a support structure are not
423 eligible for administrative review as set forth in this Code section.

Commented [A19]: SWFAA Ordinance Section 3.2

Commented [A20]: SWFAA Ordinance Section 3.2

Commented [A21]: SWFAA Ordinance Section 3.2

Commented [A22]: SWFAA Ordinance Section 3.3

Commented [A23]: N/A

Commented [A24]: No specific provision, but revisions to Model ROW Ordinance are intended to apply uniformly to all ROW occupants.

Commented [A25]: SWFAA Ordinance Section 3.5(a)

Commented [A26]: N/A

424 (m) An application that is subject to administrative review shall be approved except as
425 provided in subsection (j) of Code Section 36-66C-7.
426 (n) The provisions of this chapter concerning the collocation of small wireless facilities
427 on poles and the installation, modification, and replacement of poles by wireless providers
428 apply only to poles that are lawfully located or are to be lawfully located within the right
429 of way. An authority has the burden of establishing that an existing pole's location within
430 the right of way is not lawful.

Commented [A27]: SWFAA Ordinance Section 3.5

Commented [A28]: N/A

431 **36-66C-7.**

432 (a) The requirements of this Code section govern an authority's review of applications for
433 uses that are subject to administrative review as described in subsection (a) of Code
434 Section 36-66C-6.
435 (b) Within 20 days of receipt of a written application, the authority shall:
436 (1) Notify the applicant in writing of the commencement and completion dates of any
437 widening, repair, reconstruction, or relocation of the applicable right of way that is
438 scheduled to commence, or is anticipated in good faith to commence, within 24 months
439 after the application is filed;
440 (2) Notify the applicant, based on the authority's good faith preliminary review of the
441 information provided in the application, of any aspect of the application that appears to
442 be grounds for the authority's denial of the application pursuant to subsection (j) of this
443 Code section; and
444 (3) Determine whether the application is complete and inform the applicant of its
445 determination in writing. If the authority determines that an application is incomplete,
446 it shall specifically identify to the applicant in writing all missing information within such
447 20 day period; otherwise the application is deemed complete. If the authority identifies
448 missing information to the applicant as provided in this paragraph, the applicant may
449 submit such missing information to the authority within 20 days of receipt of notification
450 in writing from the authority that the application is incomplete without paying any
451 additional application fee, and any subsequent review of the application by the authority
452 for completeness shall be limited to the previously identified missing information. If the
453 authority determines that an application remains incomplete, or if the authority
454 determines that the applicant has made material changes to the application other than to
455 address the missing information identified by the authority, the authority shall notify the
456 applicant of such determination in writing within ten days of receipt of the resubmission
457 of the written application, and absent an agreement to the contrary between the authority
458 and the applicant that is confirmed by email or other writing, such notice shall constitute

Commented [A29]: SWFAA Ordinance Section 3.4

459 a denial of the application. If the authority does not provide such written notification to
460 the applicant within this ten-day period, the application shall be deemed complete.
461 (c) The authority shall make its final decision to approve or deny the application within 30
462 days of the written determination that the application is complete or when the application
463 is deemed complete under paragraph (3) of subsection (b) of this Code section, whichever
464 is earlier, for a collocation, and within 70 days of the written determination that the
465 application is complete or when the application is deemed complete under paragraph (3)
466 of subsection (b) of this Code section, whichever is earlier, for the installation,
467 modification, or replacement of a pole or decorative pole.
468 (d) A decision to deny an application pursuant to this Code section shall be in writing,
469 shall identify all reasons for the denial, and shall identify the provisions of applicable codes
470 or other standards applicable pursuant to this chapter on which the denial was based. The
471 decision to deny shall be sent to the applicant contemporaneously. The review period shall
472 run until the written decision is delivered to the applicant in accordance with subsection (s)
473 of this Code section.
474 (e) If the authority fails to act on an application within the review period provided for in
475 subsection (d) of this Code section, the applicant may provide the authority written notice
476 that the time period for acting has lapsed, and the authority shall then have 20 days after
477 receipt of such notice to render its written decision. The application shall be deemed
478 approved by passage of time and operation of law if the authority does not render its
479 written decision within such 20 days.
480 (f) An applicant may, at the applicant's discretion and subject to the consolidated
481 application requirements and processes under Code Section 36-66C-13, file a consolidated
482 application.
483 (g) Notwithstanding any other provision of this chapter and to the extent that an
484 application constitutes an eligible facilities request, the authority shall not deny the
485 application and shall approve the application within 60 days according to the procedures
486 established under 47 C.F.R. 1.40001(c).
487 (h) Small wireless facilities and new, modified, or replacement poles to be used for
488 collocation of small wireless facilities may be placed in the right of way as a permitted use
489 in accordance with Code Section 36-66C-6, subject to applicable codes and the following
490 requirements:
491 (1) Each such new, modified, or replacement pole installed in the right of way in a
492 historic district and in an area zoned primarily for residential use shall not exceed 50 feet
493 above ground level;

Commented [A30]: SWFAA Ordinance Section 3.4

Commented [A31]: SWFAA Ordinance Section 3.12.

Commented [A32]: SWFAA Ordinance Section 3.4

494 (2) Each such new, modified, or replacement pole installed in the right of way not in
495 historic district or in an area zoned primarily for residential use shall not exceed the
496 greater of:
497 (A) Fifty feet above ground level; or
498 (B) Ten feet greater in height above ground level than the tallest existing pole in the
499 same authority right of way in place as of January 1, 2019, and located within 500 feet
500 of the new proposed pole; and
501 (3) New small wireless facilities in the right of way shall not exceed:
502 (A) For a collocation on an existing pole or support structure, more than ten feet above
503 the existing pole or support structure; or
504 (B) For a collocation on a new, modified, or replacement pole under paragraph (1)
505 or (2) of this subsection, the height limit provided in such paragraphs.
506 (i)(1) A wireless provider shall comply with reasonable and nondiscriminatory
507 requirements that prohibit communications service providers and electric service
508 providers from installing poles in a right of way in an area designated solely for
509 underground or buried facilities of communications service providers and electric service
510 providers where the authority:
511 (A) Has required all such facilities other than light poles and attachments to be placed
512 underground and all such undergrounding has been completed prior to the submission
513 of the application, or, for rights of way where such facilities other than light poles and
514 attachments have not been deployed, has in effect a reasonable and nondiscriminatory
515 zoning or development ordinance or regulation that requires such facilities other than
516 light poles and attachments to be placed underground;
517 (B) Does not prohibit the replacement of light poles or the collocation of small wireless
518 facilities in the designated area; and
519 (C) Permits wireless providers to seek a waiver of the underground requirements for
520 the placement of a new pole to support small wireless facilities, which waivers shall be
521 addressed in a nondiscriminatory manner and consistent with applicable law.
522 (2) An authority that adopts undergrounding requirements shall:
523 (A) Allow a wireless provider to maintain in place any previously collocated small
524 wireless facilities subject to any applicable pole attachment agreement; or
525 (B) Either allow the wireless provider to replace the pole associated with previously
526 collocated small wireless facilities at the same location or propose an alternate location
527 within 50 feet of the prior location, which the wireless provider shall use unless such
528 alternate location imposes technical limits or significant additional costs.

Commented [A33]: SWFAA Ordinance Section 5.1

Commented [A34]: Model ROW Ordinance Section 9.6

Commented [A35]: Model ROW Ordinance Section 9.6

Commented [A36]: Model ROW Ordinance Section 9.6(a)

Commented [A37]: Model ROW Ordinance Section 9.6

Commented [A38]: Model ROW Ordinance Section 9.6(b)

Commented [A39]: Model ROW Ordinance Section 9.6(b)

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529 (j) An authority shall approve an application for permitted uses described in subsection (a)
 530 of Code Section 36-66C-6 unless the requested collocation of a small wireless facility or
 531 the requested installation, modification, or replacement of a pole or decorative pole:

532 (1) Interferes with the operation of traffic control equipment;

533 (2) Interferes with sight lines or clear zones for transportation or pedestrians;

534 (3) Fails to comply with the federal Americans with Disabilities Act, 42 U.S.C. Section
 535 12101, et seq., or similar laws of general applicability regarding pedestrian access or
 536 movement;

537 (4) Requests that ground-mounted small wireless facility equipment be located more than
 538 7.5 feet in radial circumference from the base of the pole, decorative pole, or support
 539 structure to which the small wireless facility antenna would be attached, provided that the
 540 authority shall not deny the application if a greater distance from the base of the pole,
 541 decorative pole, or support structure is necessary to avoid interfering with sight lines or
 542 clear zones for transportation or pedestrians or to otherwise protect public safety;

543 (5) Fails to comply with applicable codes;

544 (6) Fails to comply with the maximum limitations set forth in subsection (h) of this Code
 545 section or the requirements of subsection (i) of this Code section;

546 (7) With respect to an application to install a pole or decorative pole, interferes with the
 547 widening, repair, reconstruction, or relocation of a public road or highway by an authority
 548 or the Department of Transportation that has been advertised for bid and scheduled for
 549 completion within six months after the application is filed;

550 (8) With respect to an application to install a pole or decorative pole, interferes with a
 551 public works construction project governed by Chapter 91 of Title 36 and scheduled for
 552 completion within six months after the application is filed;

553 (9) Fails to comply with Code Section 36-66C-10, 36-66C-11, or 36-66C-12;

554 (10) Fails to comply with laws of general applicability that address pedestrian and
 555 vehicular traffic and safety requirements; or

556 (11) Fails to comply with laws of general applicability that address the occupancy or
 557 management of the right of way and that are not otherwise inconsistent with this chapter.

558 (k)(1) A permit from the authority authorizes an applicant to undertake only certain
 559 activities in accordance with this chapter and shall not create a property right or grant
 560 authorization or license to the applicant to impinge upon the rights of other persons that
 561 may already have an interest in the right of way.

562 (2) Collocation, installation, modification, or replacement for which a permit is issued
 563 under this chapter shall be completed within six months after issuance, provided that an
 564 extension shall be granted for up to an additional six months upon written request made
 565 to the authority before the end of the initial six-month period if a delay results from

Commented [A40]: SWFAA Ordinance Section 3.5(b).
 Model ROW Ordinance Article 9 [NOTE: paragraphs (5) (10 and
 (11) all contemplate general regulation of the ROW that is not
 inconsistent with SWFAA.]

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566 circumstances beyond the reasonable control of the applicant. Issuance of a permit
567 authorizes the applicant to:
568 (A) Undertake the collocation, installation, modification, or replacement approved by
569 the permit; and
570 (B) Operate and maintain the small wireless facilities and any associated pole covered
571 by the permit for a period of not less than ten years, which shall be renewed for
572 equivalent durations so long as the applicant is in compliance with the criteria set forth
573 in subsection (j) of this Code section, subject to the relocation requirements described
574 in subsection (l) of this Code section and the applicant's right to terminate at any time.
575 (l) If, in the reasonable exercise of police powers, an authority requires widening, repair,
576 reconstruction, or relocation of a public road or highway, or relocation of poles, support
577 structures, or small wireless facilities is required as a result of a public project, a wireless
578 provider shall relocate poles and support structures that such wireless provider has installed
579 in the right of way for the collocation of small wireless facilities pursuant to this chapter
580 at no cost to the authority in the event that such poles and support structures are found by
581 the authority to unreasonably interfere with the widening, repair, reconstruction, or
582 relocation project or the public project. If widening, repair, reconstruction, or relocation
583 is required as a condition or result of a project by a person other than an authority, such
584 person shall bear the cost of relocating such poles or support structures and any
585 communications facilities on such poles or support structures. The wireless provider shall
586 relocate the poles or support structures:
587 (1) By the date designated in a written notice from the authority that contains a good
588 faith estimate by the authority of the date by which the authority intends to commence
589 work, whenever the authority has determined that such removal, relocation, change, or
590 alteration is reasonably necessary for the construction, repair, maintenance, or installation
591 of any authority improvement or operations in or upon the right of way so long as the
592 same time frames are applied to all utilities in the right of way; provided, however, that
593 the date designated for relocation shall be at least 45 days after the authority provides the
594 written notice to the wireless provider; or
595 (2) Within the time frame that the wireless provider estimates in good faith is reasonably
596 needed to complete the relocation, so long as the wireless provider provides the authority
597 written notice of its good faith estimate within 30 days following receipt of the written
598 notice provided by the authority pursuant to paragraph (1) of this subsection and explains
599 in detail why such wireless provider cannot reasonably complete the relocation by the
600 date designated in the authority's written notice.

Commented [A41]: SWFAA Ordinance Section 3.13

Commented [A42]: SWFAA Ordinance Section 3.14.

Commented [A43]: SWFAA Ordinance Section 3.15.

Commented [A44]: SWFAA Ordinance Section 4.3

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601 (m)(1) The wireless provider shall reasonably cooperate with the authority to carry out
 602 reconditioning work activities in a manner that minimizes interference with the wireless
 603 provider's approved use of the facility.

604 (2) The authority shall use reasonable efforts to provide the wireless provider with
 605 written notice of reconditioning work at least 120 days before such reconditioning work
 606 begins. Upon receiving such notice, it shall be the wireless provider's sole responsibility
 607 to provide adequate measures to cover, remove, or otherwise protect the wireless
 608 provider's communications facility from the consequences of the reconditioning work,
 609 including but not limited to paint and debris fallout. The authority reserves the right to
 610 require the wireless provider to remove all of the wireless provider's communications
 611 facilities from the authority pole and surrounding premises during reconditioning work,
 612 provided that the requirement to remove such is contained in the written notice required
 613 by this Code section. All costs associated with the protection measures, including
 614 temporary removal, shall be the sole responsibility of the wireless provider. If the
 615 authority fails in good faith to give notice within at least 120 days, it shall not affect the
 616 authority's rights under this subsection. In all cases, as much notice as possible shall be
 617 provided, but less than 30 days' notice shall be prohibited. The authority shall provide
 618 the wireless provider with a date by which its equipment must be protected or removed.

619 (3) The wireless provider may request a modification of the authority procedures for
 620 carrying out reconditioning work in order to reduce interference with the wireless
 621 provider's operation of its communications facility. If the authority agrees to the
 622 modification, the wireless provider shall be responsible for all reasonable incremental
 623 costs related to the modification.

624 (4) The authority shall provide the wireless provider with at least 120 days written notice
 625 of any replacement work before the authority may remove the wireless provider's
 626 communications facilities. The authority shall also promptly notify the wireless provider
 627 when the authority poles have been replaced and the wireless provider can reinstall its
 628 equipment. During the replacement work, the wireless provider may maintain a
 629 temporary communications facility on the property, or after approval by an authority on
 630 any land owned or controlled by an authority in the vicinity of the property. If the
 631 property will not accommodate the wireless provider's temporary communications facility
 632 or if the parties cannot agree on a temporary location, the wireless provider, at its sole
 633 discretion, shall have the right to suspend the applicable permit until the replacement pole
 634 is installed, upon 30 days' written notice to the authority.

635 (n) For any collocation on authority poles in the right of way, the authority shall provide
 636 a good faith estimate for any make-ready work necessary to enable the authority pole to
 637 support the proposed facility, including replacement of the pole if necessary, within 60

Commented [A45]: SWFAA Ordinance Section 4.4

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638 days after receipt of a completed application requesting attachment to the authority pole.
 639 Alternatively, the authority may require the wireless provider to perform the make-ready
 640 work and notify the wireless provider of such within the 60 day period. If the wireless
 641 provider or its contractor performs the make-ready work, the wireless provider shall
 642 indemnify the authority for any negligence by the wireless provider or its contractor in the
 643 performance of such make-ready work, the work shall not be deemed to violate Chapter 91
 644 of this title, and the work shall otherwise comply with applicable law. If the authority opts
 645 to perform the make-ready work itself, the authority shall complete the work, including any
 646 pole replacement, within 90 days of receipt of written acceptance of the good faith estimate
 647 by the wireless provider. Such acceptance shall be signified by payment via check or other
 648 commercially reasonable and customary means specified by the authority. The authority
 649 may require that the replacement authority pole have the same functionality as the pole
 650 being replaced. If the authority pole is replaced, the authority shall operate authority
 651 fixtures on the pole, and, absent an agreement to the contrary between the authority and the
 652 wireless provider that is confirmed in writing, the authority shall take ownership of the new
 653 pole.

Commented [A46]: SWFAA Ordinance Section 3.16

654 (o) If the wireless provider fails to relocate a support structure or pole or fails to provide
 655 a written good faith estimate of the time needed to relocate a support structure or pole
 656 within the time period prescribed in subsection (l) of this Code section, the authority shall
 657 have the right and privilege, ten days or more after the wireless provider receives written
 658 notice from the authority, to cut power to or move any support structure or pole located
 659 within the right of way, as the authority may determine to be necessary, appropriate, or
 660 useful in order to commence work on the public project.

Commented [A47]: SWFAA Ordinance Section 3.16

661 (p)(1) If a wireless provider decides to abandon any small wireless facility, support
 662 structure, or pole, it shall notify the authority in writing as soon as practicable, but no
 663 later than 30 days prior to the abandonment. Following receipt of such notice, the
 664 authority shall instruct the wireless provider in writing to remove all or any portion of the
 665 small wireless facility, support structure, or pole if the authority determines that such
 666 removal will be in the best interest of public safety and welfare. If the wireless provider
 667 fails to remove the abandoned small wireless facility, support structure, or pole within 90
 668 days after such notice, the authority may do so and recover the actual and reasonable
 669 expenses of doing so from the wireless provider, its successors, or its assigns, plus a
 670 penalty not to exceed \$500.00. The authority may suspend the ability of the wireless
 671 provider, its successors, or its assigns, as applicable, to receive any new permits from the
 672 authority until the wireless provider, its successors, or its assigns, as applicable, have paid
 673 the amount assessed for such removal costs and the penalty assessed, if any; provided,
 674 however, that the authority shall not suspend such ability of any applicant that has

Commented [A48]: SWFAA Ordinance Section 4.3

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675 deposited the amount in controversy in escrow pending an adjudication of the merits of
676 the dispute by a court of competent jurisdiction. Nothing in this chapter precludes an
677 authority from adopting reasonable and nondiscriminatory requirements that are not
678 inconsistent with this subsection with respect to the removal of abandoned small wireless
679 facilities, support structures, or poles.
680 (2) A small wireless facility that is not operated or a support structure or pole that is not
681 utilized for a continuous period of 12 months shall be considered abandoned, and the
682 owner of such small wireless facility, support structure, or pole shall remove such within
683 90 days after receipt of written notice from the authority notifying such owner of such
684 small wireless facility, support structure, or pole of the abandonment. The authority shall
685 send the notice by certified or registered mail, return receipt requested, to such owner at
686 the last known address of such owner of the small wireless facility, support structure, or
687 pole. If the owner does not provide written notice that the small wireless facility has not
688 been out of operation or the support structure or pole has in fact been utilized for a
689 continuous period of 12 months or does not remove such small wireless facility, support
690 structure, or pole within the 90 day period, the authority may remove or cause the
691 removal of such small wireless facility, support structure, or pole pursuant to the terms
692 of its support structure or pole attachment agreement for authority poles or through
693 actions provided for abatement of nuisances or by other law for removal and cost
694 recovery. |
695 (q) If the authority determines that a wireless provider's activity in a right of way
696 pursuant to this chapter creates an imminent risk to public safety, the authority may
697 provide written notice to the wireless provider and demand that the wireless provider
698 address such risk. If the wireless provider fails to reasonably address the risk within 24
699 hours of the written notice, the authority may take or cause to be taken action to
700 reasonably address such risk and charge the wireless provider the reasonable documented
701 cost of such actions.
702 (r) The authority may require a wireless provider to repair all damage to a right of way
703 directly caused by the activities of the wireless provider, while occupying, installing,
704 repairing, or maintaining small wireless facilities, poles, or support structures, in such
705 right of way and to restore the right of way to its condition before the damage occurred
706 pursuant to the competitively neutral and reasonable requirements and specifications of
707 the authority. If the wireless provider fails to return the right of way, to the extent
708 practicable in the reasonable judgment of the authority, to its condition prior to the
709 damage within 90 days of receipt of written notice from the authority, the authority may,
710 at the sole discretion of the authority, restore the right of way to such condition and
711 charge the wireless provider its reasonable, documented cost of doing so, plus a penalty

Commented [A49]: SWFAA Ordinance Section 4.5

Commented [A50]: Rely on statute.

Commented [A51]: Rely on statute

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712 not to exceed \$500.00. The authority may suspend the ability of the wireless provider to
 713 receive any new permits from the authority until the wireless provider has paid the
 714 amount assessed for such restoration costs and the penalty assessed, if any; provided,
 715 however, that the authority shall not suspend such ability of any applicant that has
 716 deposited the amount in controversy in escrow pending an adjudication of the merits of
 717 the dispute by a court of competent jurisdiction.

718 (s) An authority shall send any notice or decision required by this Code section by
 719 registered or certified mail, statutory overnight delivery, hand delivery, or email
 720 transmission. The decision or notice shall be deemed delivered upon email transmission,
 721 deposit into overnight mail or regular mail receptacle with adequate postage paid, or
 722 actual receipt if delivered by hand.

723 **36-66C-8.**

Commented [A52]: Model ROW Ordinance

724 Applications for any other uses that are not expressly set forth or referenced in
 725 subsection (a) of Code Section 36-66C-6 or that are not otherwise addressed by this chapter
 726 shall require compliance with, and issuance of a permit under, applicable law. Without
 727 limiting the foregoing, any modification, maintenance, repair, or replacement that is not set
 728 forth in subsections (e) and (f) of Code Section 36-66C-6 or that is not eligible for
 729 administrative review under Code Section 36-66C-7 shall require compliance with, and
 730 issuance of a permit under, applicable law.

731 **36-66C-9.**

Commented [A53]: Model ROW Ordinance

732 (a) An applicant in the right of way shall employ due care during the installation and
 733 maintenance process and shall comply with all safety and right of way protection
 734 requirements of general applicability set forth in applicable law.
 735 (b) An applicant in the right of way shall not place any small wireless facilities, support
 736 structures, poles, or decorative poles where they will interfere with any existing
 737 infrastructure or equipment and shall locate its lines and equipment in such a manner as not
 738 to interfere unnecessarily with the usual vehicular or pedestrian traffic patterns or with the
 739 rights or reasonable convenience of owners of property that abuts any right of way.

740 **36-66C-10.**

Commented [A54]: SWFAA Ordinance Section 5.4
Model ROW Ordinance, Article 9.

741 Notwithstanding any provision of this chapter to the contrary, within a historic district, an
 742 applicant may collocate a small wireless facility and may place or replace a pole, only upon
 743 satisfaction of the following:
 744 (1) The issuance of a permit under subsection (a) of Code Section 36-66C-6; and

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745 (2)(A) Compliance with any objective, reasonable, and nondiscriminatory aesthetic and
 746 structural requirements that have been made publicly available in writing by the
 747 authority at least 30 days prior to submission of the application; provided, however, that
 748 any such requirements may not have the effect of materially inhibiting any wireless
 749 provider's technology or service, and compliance with any such requirements shall not
 750 be considered a part of the small wireless facility for purposes of the size restrictions
 751 in the definition of small wireless facility; or
 752 (B) In the absence of any such requirements, a replacement pole shall be substantially
 753 similar in height and appearance to the pole being replaced.

754 **36-66C-11.**

Commented [A55]: SWFAA Ordinance Section 3.5(c)

755 For applications for new poles in the right of way in areas zoned for residential use, the
 756 authority may propose an alternate location in the right of way within 100 feet of the
 757 location set forth in the application, and the wireless provider shall use the authority's
 758 proposed alternate location unless the location imposes technical limits or significant
 759 additional costs. The wireless provider shall certify that it has made such a determination
 760 in good faith, based on the assessment of a licensed engineer, and it shall provide a written
 761 summary of the basis for such determination.

762 **36-66C-12.**

Commented [A56]: SWFAA Ordinance Section 5.5

763 Notwithstanding any provision of this chapter to the contrary, an applicant may collocate
 764 a small wireless facility on a decorative pole, or may replace a decorative pole with a new
 765 decorative pole, in the event the existing decorative pole will not structurally support the
 766 attachment, only upon satisfaction of the following:
 767 (1) The issuance of a permit under subsection (a) of Code Section 36-66C-6; and
 768 (2)(A) Compliance with any objective and reasonable aesthetic and structural
 769 requirements that have been made publicly available in writing by the authority at least
 770 30 days prior to submission of the application; provided, however, that any such
 771 requirements shall not have the effect of materially inhibiting any wireless provider's
 772 technology or service, and compliance with any such requirements shall not be
 773 considered a part of the small wireless facility for purposes of the size restrictions in the
 774 definition of small wireless facility; or
 775 (B) In the absence of any such requirements, a replacement decorative pole shall be
 776 substantially similar in height and appearance to the decorative pole being replaced.
 777 The authority shall operate authority fixtures on the replaced decorative pole, and, absent
 778 an agreement to the contrary between the authority and the wireless provider that is

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779 confirmed by email or other writing, the authority shall take ownership of the new
 780 decorative pole.

781 **36-66C-13.**

Commented [A57]: Section 3.12.

782 (a) An applicant may submit a single consolidated application, provided that such a
 783 consolidated application shall be for a geographic area no more than two miles in diameter
 784 and shall comply with this Code section. The denial of one or more small wireless
 785 facilities or poles in a consolidated application shall not delay the processing of any other
 786 small wireless facilities or poles in the same application. An authority may issue a single
 787 permit or multiple permits for the small wireless facilities and poles in a consolidated
 788 application.

789 (b) In a Class I Authority:

790 (1) A consolidated application for the placement of new poles and the collocation of one
 791 or more small wireless facilities on such new poles may include no more than ten poles
 792 and any associated small wireless facilities. While an applicant has applications,
 793 including consolidated applications, pending before the Class I Authority for review of
 794 25 or more new poles and the collocation of associated small wireless facilities, the Class
 795 I Authority may, but shall not be required to, toll the processing requirements under Code
 796 Section 36-66C-7 for any application subsequently submitted by the same applicant for
 797 the placement of new poles and the collocation of associated small wireless facilities.
 798 The number of new poles with collocated small wireless facilities pending for review
 799 before the Class I Authority that may toll the processing requirements for subsequent
 800 applications pursuant to this paragraph shall increase to 30, effective July 1, 2020; to 35,
 801 effective July 1, 2021; to 40, effective July 1, 2022; to 45, effective July 1, 2023; and to
 802 50, effective July 1, 2024; and

803 (2) A consolidated application for the collocation of small wireless facilities on existing
 804 poles or support structures may include no more than 20 sites. While an applicant has
 805 applications, including consolidated applications, pending before the Class I Authority
 806 for review of 70 or more sites for the collocation of small wireless facilities on existing
 807 poles or support structures, the Class I Authority may, but shall not be required to, toll
 808 the processing requirements under Code Section 36-66C-7 for any application
 809 subsequently submitted by the same applicant for the collocation of small wireless
 810 facilities on existing poles or support structures. The number of sites for the collocation
 811 of small wireless facilities pending for review before the Class I Authority that may toll
 812 the processing requirements for subsequent applications pursuant to this subparagraph
 813 shall increase to 80, effective July 1, 2020; to 90, effective July 1, 2021; to 100, effective
 814 July 1, 2022; to 110, effective July 1, 2023; and to 120, effective July 1, 2024.

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815 (c) In a Class II Authority:

816 (1) A consolidated application for the placement of new poles and the collocation of one
 817 or more small wireless facilities on such new poles may include no more than five poles
 818 and any associated small wireless facilities. While an applicant has applications,
 819 including consolidated applications, pending before the Class II Authority for review of
 820 15 or more new poles and the collocation of associated small wireless facilities, the Class
 821 II Authority may, but shall not be required to, toll the processing requirements under
 822 Code Section 36-66C-7 for any application subsequently submitted by the same applicant
 823 for the placement of new poles and the collocation of associated small wireless facilities;
 824 and

825 (2) A consolidated application for the collocation of small wireless facilities on existing
 826 poles or support structures may include no more than 15 sites. While an applicant has
 827 applications, including consolidated applications, pending before the Class II Authority
 828 for review of 45 or more sites for the collocation of small wireless facilities on existing
 829 poles or support structures, the Class II Authority may toll the processing requirements
 830 under Code Section 36-66C-7 for any application subsequently submitted by the same
 831 applicant for the collocation of small wireless facilities on existing poles or support
 832 structures.

833 (d) In a Class III Authority:

834 (1) A consolidated application for the placement of new poles and the collocation of one
 835 or more small wireless facilities on such new poles may include no more than two poles
 836 and any associated small wireless facilities. While an applicant has applications,
 837 including consolidated applications, pending before the Class III Authority for review of
 838 eight or more new poles and the collocation of associated small wireless facilities, the
 839 Class III Authority may, but shall not be required to, toll the processing requirements
 840 under Code Section 36-66C-7 for any application subsequently submitted by the same
 841 applicant for the placement of new poles and the collocation of associated small wireless
 842 facilities; and

843 (2) A consolidated application for the collocation of small wireless facilities on existing
 844 poles or support structures may include no more than six sites. While an applicant has
 845 applications, including consolidated applications, pending before the Class III Authority
 846 for review of 24 or more sites for the collocation of small wireless facilities on existing
 847 poles or support structures, the Class III Authority may, but shall not be required to, toll
 848 the processing requirements under Code Section 36-66C-7 for any application
 849 subsequently submitted by the same applicant for the collocation of small wireless
 850 facilities on existing poles or support structures.

851 (e) For purposes of subsections (b), (c), and (d) of this Code section:

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852 (1) Small wireless facilities and poles that a wireless services provider applicant has
 853 requested a third party to deploy and that are included in a pending application by the
 854 third party shall be counted as pending requests by the wireless services provider
 855 applicant; and
 856 (2) When the processing of an application is tolled pursuant to subsection (b), (c), or (d),
 857 the application is no longer counted as pending. As processing of applications is
 858 completed, the authority shall begin processing previously tolled applications in the order
 859 in which they were submitted, unless the applicant specifies a different order.

860 **36-66C-14.**

Commented [A58]: Not in code; rely on statute.

861 If multiple applications are received by the authority to install two or more poles or
 862 decorative poles at the same location or to collocate two or more small wireless facilities
 863 on the same pole, decorative pole, or support structure, the authority shall resolve
 864 conflicting requests in an appropriate, reasonable, and nondiscriminatory manner.

865 **36-66C-15.**

Commented [A59]: Not in code; rely on statute.

866 (a) An authority shall not require a wireless provider to indemnify and hold the authority
 867 and its officers and employees harmless against any claims, lawsuits, judgments, costs,
 868 liens, losses, expenses, or fees arising from the wireless provider's activities in the public
 869 right of way under this chapter, except when a court of competent jurisdiction has found
 870 that the negligence of the wireless provider while conducting such activities caused the
 871 harm that resulted in such claims, lawsuits, judgments, costs, liens, losses, expenses, or fees
 872 or to require a wireless provider to obtain insurance naming the authority or its officers and
 873 employees an additional insured against any of the foregoing.
 874 (b) In no event shall any authority or any officer, employee, or agent affiliated therewith,
 875 while in the performance of its or his or her official duties, be liable for any claim related
 876 to the siting, installation, maintenance, repair, replacement, relocation, permitting, or
 877 location of wireless equipment, facilities, poles, or infrastructure, including, but not limited
 878 to, any claim for destruction, damage, business interruption, or signal interference with
 879 other communications service providers wherein such siting, installation, maintenance,
 880 repair, replacement, relocation, permitting, or location was undertaken in substantial
 881 compliance with this chapter.

882 **36-66C-16.**

Commented [A60]: Not in code; rely on statute.

883 Absent an agreement to the contrary that is made public and that is available for adoption
 884 upon the same terms and conditions to any requesting wireless provider, an authority shall
 885 not require an applicant to perform services unrelated to the collocation for which approval

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886 is sought, such as in-kind contributions to the authority, including reserving fiber, conduit,
887 or space on a utility pole or a wireless support structure for the authority, and such
888 authority may not require an applicant to transfer small wireless facilities, poles, decorative
889 poles, or support structures to the authority, provided that the authority may require transfer
890 of an authority pole replaced by the applicant to accommodate its collocation.

891 **36-66C-17.**

Commented [A61]: Not in code; rely on statute.

892 If an authority and a wireless provider entered into an agreement addressing the subject
893 matter of this chapter prior to October 1, 2019;

894 (1) This chapter shall not apply until such agreement expires or is terminated pursuant
895 to its terms with regard to poles, decorative poles, support structures, replacement poles,
896 and small wireless facilities installed pursuant to such agreement prior to October 1,
897 2019; and

898 (2) Otherwise, the provisions of this chapter shall apply to poles, decorative poles,
899 support structures, replacement poles, and small wireless facilities installed on or after
900 October 1, 2019.

901 **36-66C-18.**

Commented [A62]: Not in code; rely on statute

902 Except to the extent authorized by current or future federal law, nothing in this chapter
903 shall authorize this state or any political subdivision thereof, including, but not limited to,
904 an authority, to require small wireless facility deployment or to regulate wireless services.

905 **36-66C-19.**

Commented [A63]: Not in code; rely on statute.

906 In the event of any conflict between the provisions of this chapter and the provisions of
907 Chapter 66B of this title, this chapter shall control as to the collocation of small wireless
908 facilities and the construction, installation, maintenance, modification, operation, and
909 replacement of poles or support structures by wireless providers in the right of way.

910 **36-66C-20.**

Commented [A64]: Not in code; rely on statute.

911 (a) The construction, installation, maintenance, modification, operation, and replacement
912 of wireline backhaul facilities in the right of way are not addressed by this chapter, and any
913 such activity shall comply with Code Section 46-5-1, Chapter 76 of this title, and other
914 applicable law.

915 (b) The approval of the installation, placement, maintenance, or operation of a small
916 wireless facility pursuant to this chapter shall not authorize the provision of any
917 communications services.

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918 (c) Except as provided in this chapter or otherwise expressly authorized by state or federal
919 law, an authority shall not adopt or enforce any ordinances, regulations, or requirements
920 as to the placement or operation of communications facilities in a right of way by a
921 communications services provider authorized by state or local law to operate in a right of
922 way, regulate any communications services, or impose or collect any tax, fee, or charge for
923 the provision of communications services over the communications services provider's
924 communications facilities in a right of way.
925 (d) This chapter shall not apply to an authority to the extent that such authority uses
926 communications facilities to provide free Wi-Fi services to the public.

927 **36-66C-21.**

928 Nothing in this chapter relieves any person of any duties set forth in Chapter 9 of Title 25."

929 **SECTION 2.**

930 (a) Code Sections 36-66C-1, 36-66C-2, and 36-66C-3 of this Act shall become effective
931 upon this Act's approval by the Governor or upon this Act becoming law without such
932 approval.

933 (b) Except as provided for in subsection (a) of this section, this Act shall become effective
934 on October 1, 2019.

935 **SECTION 3.**

936 All laws and parts of laws in conflict with this Act are repealed.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Discussion of Meeting Schedule for 2020

Department: City Clerk

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: None

Presented By: Karen Pierce

Action Requested: Discussion of proposed meeting dates for 2020

Summary:

In an effort to line meetings up more appropriately with the Planning Commission meetings so that all items are heard in the appropriate order we are wishing to discuss the option of changing the dates that the Planning Commission and City Council meet. If we move to this format, we would need to amend the ordinance to make the changes.

Concurrences:

Planning and Development Department.

Attachments/Exhibits:

Proposed meeting dates for Planning Commission and City Council for 2020



LAWRENCEVILLE

GEORGIA

17.

2020 PROPOSED PUBLIC HEARING SCHEDULE

CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT

This will require amending the Code of Ordinances.

Submittal Deadline (1st Friday)	Withdrawal Deadline (20 days prior to 1st hearing)	Planning Commission Hearing (1st Monday)	City Council Work Session (2nd Wednesday)	City Council Hearing (4th Monday)
12/06/2019	12/17/2020	01/06/2020	01/08/2020	01/27/2020
01/03/2020	01/14/2020	02/03/2020	02/12/2020	02/24/2020
02/07/2020	02/11/2020	03/02/2020	03/11/2020	03/23/2020
03/06/2020	03/17/2020	04/06/2020	04/08/2020	04/27/2020
04/03/2020	04/14/2020	05/04/2020	05/13/2020	05/18/2020
05/01/2020	05/12/2020	06/01/2020	06/10/2020	06/22/2020
06/05/2020	06/16/2020	07/06/2020	07/08/2020	07/27/2020
07/02/2020	07/14/2020	08/03/2020	08/12/2020	08/24/2020
08/07/2020	08/18/2020	09/02/2020 (Wed)	09/09/2020	09/28/2020
09/04/2020	09/15/2020	10/05/2020	10/14/2020	10/26/2020
10/02/2020	10/13/2020	11/02/2020	11/11/2020	11/30/2020
11/06/2020	11/17/2020	12/07/2020	12/09/2020	12/28/2020
12/04/2020	12/15/2020	01/04/2021	01/13/2021	01/25/2021
01/08/2021	01/12/2021	02/01/2021	02/10/2021	02/22/2021

The applicant will have to opportunity to withdraw an application 5 days before the legal advertisement is published. The Planning and Development Department publishes the Legal advertisement 15 days prior to the first public hearing.



LAWRENCEVILLE

GEORGIA

17.

2020

Planning Commission & City Council Public Hearings

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
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December						
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30	31					

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PLANNING COMMISSION PUBLIC HEARING
CITY COUNCIL WORK SESSION
CITY COUNCIL PUBLIC HEARING
HOLIDAYS

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LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, AUGUST 21, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: Discussion of Regulations regarding Vape Shops, E-Scooter, and Short Term Rental

Department: Planning and Development

Date of Meeting: Wednesday, August 21, 2019

Fiscal Impact: None

Presented By: Todd Hargrave

Action Requested: General Discussion

Summary:

Discussion of Regulations regarding Vape Shops, E-Scooter, and Short Term Rental

Attachments/Exhibits:

Vape Regulation Memo
E-Scooter Memo
STR Memo



TO: Lawrenceville City Council

FROM: Elizabeth Griffin, Intern for Department of Planning and Development

DATE: 17 July 2019

RE: Regulation of Vape-Affiliated Products and Businesses in the City of Lawrenceville

SUMMARY OF ISSUE

This memo explores regulative options for vape shops and associated products, including:

- alternative nicotine products, which are what is traditionally thought of as “vape products”
- non-traditional tobacco paraphernalia, including but not limited to pipes, hookah, and bongs
- and unregulated synthetic marijuana/opioid substitutes, which are compounds that give the same effects as these drugs but evade Schedule I classifications (defined further in APPENDIX I: DEFINITIONS).

Examples are included from ordinances that have already been developed by the cities of Milton, Cumming, Lilburn, and Alpharetta, as well as unincorporated Forsyth and Fulton County. These cities and counties developed regulations in reaction to the abuse of these products by minors in their jurisdictions.

The City of Lawrenceville’s Code of Ordinance treats vape shops just like any other retail establishment within the city. There are currently at least three vape shops operating in the city with a business license, and countless other businesses selling these products who would not be considered vape shops.

EXAMPLES OF REGULATIONS IN OTHER CITIES

Note: None of the ordinances described below were in place before 2018, so their effectiveness remains unclear.

Prohibitions of Use

The cities of Lilburn and Milton and unincorporated Fulton County have passed ordinances prohibiting new businesses in the city that make more than 25% of their retail sales from or dedicate 25% of floor space to alternative nicotine products, effectively banning new “vape shops” entirely. Existing vape shops were grandfathered in, but if the use changes or the business closes, the use could not be continued.

Licensing and Permitting

Forsyth County created a licensing process for any business that wants to sell alternative nicotine products with an additional fee for each “line” of non-traditional tobacco paraphernalia they sell, similar to an alcohol license. This process allows the governing body to make a decision regarding the sale of these products on a case-by-case basis. It requires a background check by the Sheriff and a public hearing. The county also requires a permit for any shop that gets over 50% of its revenue from these products. The County tied this license to alcohol licenses in businesses that sell both, so that a penalty on the alternative nicotine license is also a penalty on the alcohol license. The licensing process also allows the County to regulate:

- Where businesses are located (proximity to schools, churches)



- Where in the business products are located (requirement of a “screen room” that is not accessible to minors)
- Regular inspections and enforcement of policies in these businesses by law enforcement (which is inconsistent at the state level)
- Smoking or mixing chemicals on the premises
- Regular review of the license
- ID checks and penalties for sale to minors

Banning Unregulated Synthetic Marijuana and Opioid Substitutes

These products are not only addictive, but also dangerous, so some local governments have banned them entirely. The definitions in the appendix below are copied directly from the city of Milton’s ordinance prohibiting the sale of these products. Forsyth County has used similar definitions in its ban of these products. The state law has failed to eradicate these substitutes because it defines them by their chemical compounds, which change constantly. The definitions in the appendix target the use and intent of the production and marketing of the products rather than the compounds in them.

Requirement for ID Checks

The cities of Lilburn and Milton and Forsyth County also passed ordinances requiring ID checks for the sale of any of these products. This is already required by state law, but as previously stated, inspection and enforcement responsibility on the state level is unclear. If added to local ordinances, local law enforcement can help to make sure businesses comply, and violations can be tried in municipal court.



APPENDIX I: DEFINITIONS

- A. **Alternative nicotine product:** an electronic product or device that employs an electronic heating element, power source, electronic circuit, battery, or other electronic, chemical, or mechanical means to produce a vapor that delivers nicotine to the person inhaling from the device, including e-cigarettes, e-cigars, and e-pipes, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, but not including e-hookahs or e-bongs
- B. **Non-traditional tobacco paraphernalia:** Non-traditional instruments designed to facilitate the smoking, consumption or ingestion of tobacco or nicotine in any form (such as bong, hookah pipes, or faux jewelry, bracelets, or necklaces commonly associated with tobacco, vaping, or drug use, with one purpose of such items being the inhalation or ingestion of tobacco or drugs) excluding alternative nicotine products or any products used to make tobacco cigarettes
- C. **Synthetic cannabinoids:** Those certain compounds or substances (also commonly known or referred to in general as “Spice” or “K2”) that mimic, emulate or simulate the effects of marijuana or THC *that are specifically listed and identified as Schedule 1 controlled substances under Georgia state law*
- D. **Unregulated marijuana substitutes:** Any compounds or substances, whether described as tobacco herbs, incense spice, aromatherapy incense, bath salts, potpourri, herbal smoking blends, plant food, aromatic substance that may cause a sense of euphoria, novelty aromatic, or any blend thereof, regardless of whether the compound or substance is marketed for the purpose of being smoked, injected, inhaled or ingested by humans or for human consumption, that:
 - a. Is not currently or hereinafter regulated as a Schedule 1 controlled substance under Georgia law;
 - b. Is privately compounded, with the specific intent to circumvent the criminal penalties for “synthetic cannabinoids” under Georgia law; and
 - c. Emulate, simulate or mimic the effects of marijuana or synthetic cannabinoids through chemical changes such as the addition, subtraction or rearranging of a radical or the addition, subtraction or rearranging of a substituent.
- E. **Unregulated opioid substitutes:** Any compound or substance, whether synthetic or naturally occurring, regardless of whether the compound or substance is marketed for the purpose of being smoked, injected, inhaled or ingested by humans or for human consumption, that:
 - a. Is not currently a Schedule 1 controlled substance under Georgia law
 - b. Is marketed with the specific intent to circumvent the criminal penalties for opiates under Georgia law; and



- c. Emulates, simulates or mimics the effects of opiates by causing a sense of euphoria, heightened senses, relaxation, awareness, focused energy, improved memory, mood alteration or enhancement or hallucinogenic effect when taken at various doses



LAWRENCEVILLE

Planning & Development

TO: Lawrenceville City Council
 FROM: Elizabeth Griffin, Intern for Department of Planning and Development
 DATE: 17 July 2019
 RE: E-Scooter Regulations

SUMMARY OF ISSUE

E-scooters are dockless electric scooters that users can rent via an app for short trips. In 2018, e-scooter companies began planting large numbers of scooters in the public right-of-way of major cities across the U.S., without consulting local governments. The scooters are very popular because they allow citizens to travel quickly and conveniently, and scooter companies' guerilla approach of dropping scooters without warning has helped them gain support from citizens when cities and states decide to restrict use. This has made it challenging to regulate e-scooters retroactively.

Scooters pose a regulatory problem because they can be a danger to public safety, as well as a nuisance to the public. They can endanger pedestrians, vehicles, and scooter riders themselves. They are most often parked in public right-of-way, which can be a barrier to pedestrian access, particularly for differently-abled citizens. There is also an issue of liability when legislation does not exist. For example, if a citizen is riding a scooter and hits a pothole, it is unclear whether the city or the scooter company would be liable.

It is important to note that scooter companies have stated that they have no intention of expanding into suburbs and smaller cities in response to smaller cities, such as Woodstock and Marietta, who preemptively banned them. However, two years ago, e-scooters did not exist at all, and the demand is great, so it is important to consider regulations before the scooters descend on Lawrenceville.

The examples below include state regulations from around the country, including proposed legislation that has been tabled in the Georgia legislature. They also include examples from cities around the state who have passed ordinances regarding e-scooters, both retroactively and preemptively.

The Lawrenceville Code of Ordinances would treat e-scooter companies like any other business. They would be required to comply with development and zoning regulations, including the requirement for a storefront. Dropping scooters in the public right-of-way would be considered outdoor storage or outdoor display, both of which are prohibited in Lawrenceville.

EXAMPLES OF REGULATIONS IN OTHER STATES AND CITIES

State Regulations



LAWRENCEVILLE

Planning & Development

Georgia tabled a bill this year that would have prohibited parking e-scooters on sidewalks or in any places that would hinder vehicles or pedestrians. The bill essentially treated the scooters as bikes, allowing them to ride on bike paths, bike lanes, or roads with speed limits below 35 mph. This is a common approach in many states. Some states allow riding on the sidewalk under a specific speed limit, but local governments can prohibit it. Other examples of regulations include requiring a helmet or setting age restrictions.

Moratorium or Ban

The cities of Marietta and Woodstock preemptively banned e-scooters before any were ever located there. Alpharetta and Athens have placed a one-year moratorium on e-scooters to have time to develop regulations. In Athens, this was done *after* e-scooters were dropped in the city, causing major problems with public safety, and impounded by University of Georgia police.

City of Atlanta

The city of Atlanta is the only city in the state that has reached an agreement with scooter companies and implemented regulations for scooters and users. The city charges scooter companies a \$12,000 annual flat rate to place 500 or more scooters in the city, with a 2000-scooter maximum. Each extra scooter costs the company \$50 each. The city also has a system of fines to penalize misuse of the scooters by riders. Similar to the regulations described above, the city treats the scooters as bikes and does not allow them on the sidewalk ([City of Atlanta](#)).



LAWRENCEVILLE

Planning & Development

TO: Lawrenceville City Council

FROM: Elizabeth Griffin, Intern and Jessica Watson, Planner for Department of Planning and Development

DATE: 22 July 2019

RE: Short-term Rental (STR) Regulations

SUMMARY OF ISSUE

Short-term rentals (STRs) are defined as any home or accommodation where guests stay temporarily in exchange for payment. Most cities have specified rentals of less than 30 days. The most common STR companies are Airbnb and HomeToGo, through which hosts can register their properties online for short-term stays. This use has been most common in big tourist destinations, such as Atlanta and Savannah, but cities in proximity to those locations have also seen a spike in tourism and STRs. Searching “Lawrenceville” on Airbnb’s website produces over 300 potential places to stay. Not all of these are located within the city limits, but many are.

Local governments across the country have wrestled with the best way to regulate the use of STRs in their jurisdictions. Unlike hotels, anyone can register to rent their property, which has resulted in complaints in some cities from residents who find themselves living next door to short-term tenants. In addition, STRs increase the likelihood that vacation rental properties may be scattered among districts zoned for uses that are incompatible.

The main challenge in developing regulations for STRs is enforceability. Enforcing compliance with permits, licenses, or taxes for STRs requires data on existing and new rental properties that is difficult to gather without compliance agreements with online platforms. Some cities have had to rely on complaints to discover violations. STR hosts have come to expect and seek to comply with regulations in cities as they have become more common, but the challenge of enforcing compliance for already existing and new STR properties remains.

EFFECTS OF REGULATION

Requiring additional permits, licenses, or fees from STR hosts often has the effect of turning hosts away from renting, which may disincentivize renters looking for an STR in Lawrenceville. In Sandy Springs, almost all of the Airbnb hosts dropped out after the city passed an ordinance requiring a permit and license. However, having regulations in place can help the city respond to any complaints from residents regarding STR tenants. Regulations may also help the city manage *where* STRs are located, helping to ensure that the character of certain use districts are preserved. Lastly, some cities have been able to use the boom in STRs to generate revenue in the form of an excise tax on rent and/or permit fees.

EXAMPLES OF REGULATIONS IN OTHER CITIES

The following are common regulations implemented by other cities around the country:

- *Registration, permitting, and licensing.* Brookhaven, Sandy Springs, Atlanta, and Savannah all require some sort of registration to operate a STR within their jurisdictions. Some cities only



LAWRENCEVILLE

Planning & Development

require a free registration in order to have a record of these properties. Most require an application for a permit, business license, or both, which have the dual effect of keeping a record of STRs and helping to control where in the city they are located. In some cities, STR hosts are not allowed to renew their permits or licenses if there have been multiple or recurring code enforcement violations.

- *Excise/Hotel tax.* One incentive for cities to regulate STRs is the potential for revenue generation through an excise tax. The cities of Brookhaven, Sandy Springs, and Atlanta all include STRs in their hotel tax. In the city of New Orleans, an agreement was worked out between the city and Airbnb to charge an extra fee to help cover the cost of regulation of STRs.
- *Required postings.* Cities that require licenses or permits typically require that they be included on online postings, as well as posted on the property for tenants. Other required postings or notifications on the property might include noise or nuisance ordinances, a list of rules and regulations, and/or the contact information of a local agent or property owner.
- *Fines for violation.* To improve enforcement, most cities with STR ordinances impose fines of \$500-2000 per day if a property is in violation of whatever the local STR ordinance requires.
- *Zoning restrictions.* Some cities, such as the city of Savannah, restrict STRs to specific use districts in the city, such as Mixed Use Districts, to avoid having STR properties in residential districts where they might be a nuisance. Other cities, such as New Orleans and Austin, have specific types of STRs that are permitted in different use districts. For example, an STR might be permitted in a residential district if the owner will be on site with the tenants.
- *Limit on the amount of time (30 days) that a property can be rented.* This helps ensure that short-term rentals stay short-term rentals. Some cities require that the property be the property owner's primary residence for at least 6 months of the year, ensuring that property is not purchased for the sole purpose of short-term renting. Some cities allow for extended home-sharing if additional criteria are met.
- *Requirement for a local agent.* Some ordinances require that a local agent, who may or may not be the property owner, be within 45 miles of the STR property so that they can be contacted if issues occur at the property. The agent's contact information may be required to be posted on the property.
- *Inform HOA and other property owners.* Some cities require that the property owner notify the HOA and/or surrounding property owners that they intend to rent their property in order to get approval for a permit.
- *Ban.* The cities of Dunwoody and Peachtree Corners have passed ordinances banning rentals for less than a month in their jurisdictions. However, these ordinances are new, and other cities, such as Austin, Texas and San Francisco found this option difficult to enforce due to protests from STR companies.