



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, May 12, 2021
5:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Bicentennial Fact

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Discussion of General City Business

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

- [1.](#) CIC2021-00007; Walker Anderson Homes, LLC; 240 Neal Boulevard
- [2.](#) SUP2021-00044; Christopher Thomas; 533 and 543 John Connor Court
- [3.](#) Purchase of Various Police Vehicles on an Annual Contract
- [4.](#) View Point Co-Responder
- [5.](#) Campbell Heights Infrastructure Improvement Project
- [6.](#) Agreement for Right-of-Way Dining on Crogan Street
- [7.](#) Extension of an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020
- [8.](#) November Election Update and Discussion

- [9.](#) 2021 Municipal Election Intergovernmental Agreement with Gwinnett County for use of Voting Machines
- [10.](#) Subrecipient Agreement with Gwinnett County for Use of Community Development Block Grant Funds (CDBG) for Paper Mill Road Improvements
- [11.](#) Update to the City Code of Ordinances, Chapter 12, Article II, Division 16 - Soliciting
- [12.](#) Update to the City Code of Ordinances, Chapter 38, Article VI Stormwater Utility
- [13.](#) Update to the City Code of Ordinances, Chapter 2, Article IX - Procurement

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: PLANNING COMMISSION
AGENDA CATEGORY: NEW BUSINESS

Item: CIC2021-00007; Walker Anderson Homes, LLC; 240 Neal Boulevard

Department: Planning and Development

Date of Meeting: Wednesday, May 12, 2021

Presented By: Todd Hargrave, Director

Department Recommendation: **APPROVAL WITH CINDITIONS AND APPROAL OF A SPECIAL USE PERMIT ALLOWING FOUR, FRONT ENTRY TOWNHOME UNITS**

Planning Commission Recommendation: **APPROVAL WITH CONDITIONS**

Summary: The applicant is requesting a Change in Conditions to the previously approved Special Use Permit (SU-17-13) which allowed the construction of townhomes as Urban Square at SouthLawn Phase 2 in the Southlawn Plan Book.

Attachments/Exhibits:

- **CIC2021-00007 Report**
- **CIC2021-00007 Planning and Development Recommendation**
- **CIC2021-00007 PC Recommended Conditions**
- **CIC2021-00007 Attachments**
- **CIC2021-00007 Hamilton Smithtown Front Elevations**

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE IN CONDITIONS REPORT

CASE NUMBER	CIC2021-00007
APPLICANT	WALKER ANDERSON HOMES, LLC
CONTACT	CLINT WALTERS
PHONE NUMBER	404.274.4482
ZONING CHANGE	-
LOCATION	240 NEAL BOULEVARD
PARCEL ID	R5147A020
ACREAGE	1.65
PROPOSED DEVELOPMENT	CHANGE IN CONDITIONS TO AMEND CONDITION NUMBER 2, 11 AND 13 OF APPROVED CASE SU-17- 13, THE SOUTHLAWN PLAN BOOK
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS AND APPROVAL OF A SPECIAL USE PERMIT ALLOWING FOUR FRONT ENTRY TOWNHOME UNITS

ZONING HISTORY:

The property has been zoned RM-12 (General Residence District) since 1987. In 2017 the property was granted a Special Use permit for a mixed-use development pursuant to case SU-17-13.

PROJECT DATA:

The applicant is requesting a Change in Conditions to the previously approved Special Use Permit (SU-17-13) which allowed the construction of townhomes as Urban Square at SouthLawn Phase 2 in the Southlawn Plan Book. The property is a 1.65-acre parcel and it is located along the northern right-of-way of Nash Street, east at its intersection with Neal Boulevard and along the southern right-of-way of Church Street. The property is currently being developed with townhomes with access off Nash Street and Church Street. The applicant is requesting to amend Condition 2, 11, and 13. The conditions currently read as follows:

“2. The site development, structures and uses shall be in general
accordance with the site plan, architectural renderings and building

elevations presented at the December 4, 2017 City Council public hearing (together the “Plan Book”). Final site plans and building plans for each product type shall be submitted for review and approval of the Director of P&D to ensure compliance with the Plan Book.”

“11. Building materials for the single-family (attached and detached) units shall be in general accordance with the elevations set forth in the Plan Book.”

“13. Length of driveways in the single family portion shall be 20 feet minimum:

- a. Front entry – (front of structure to back of sidewalk or alleyway if no sidewalk is present)
- b. Rear entry – (rear of structure to back of curb)”

The applicant proposes to amend Conditions 2 and 11 to increase the total number of units and revise the dimensions and building details of the proposed townhomes listed within the Plan Book to be built on the final phase of the South Lawn mixed-use development. The proposed changes include reducing the dimensions of the townhome units from 29’ x 54’ to 22’ x 48’, consequently increasing the total number of units from 17 townhomes to a total of 22 townhome units. Additionally, the applicant is requesting the option to construct the units along Nash Street and the units immediately adjacent to City Hall (interior lots) with alternating roof styles such as gable and flat. In addition, the townhome units along Church Street will be constructed to the standard established with 2020 Council approval of a Change-in-Conditions request (CIC2020-00002) requiring a flat roof style and exterior architectural treatments consisting with the approved conditions. Furthermore, the request includes the approval to allow the four townhomes units immediately adjacent to City Hall to be constructed as Front Entry Units with 18 foot long driveways, this is the result of the 2017 approval of the “Plan Book” which essentially limited the developable area within this final phase of the South Lawn Mixed-Use Development.

The 2040 Comprehensive Plan and Future Development Map indicate the property lies within the Downtown Character Area. The vision for the Downtown character area is to support a live-work-play lifestyle, with a variety of housing, employment, and entertainment options. The design of new buildings should be complimentary in scale to the historic downtown and have their own style rather than mimicking older styles.

The surrounding area is characterized by a mix of retail and residentially developed lots such as apartments, single-family dwellings, and townhomes as part of the overall Southlawn development. Across Nash Street to the south, is a commercially zoned plaza (BG- General Business District) and a property zoned OI (Office Institutional District) developed with a place of worship. The 2020 approval of CIC2020-00002 modified the “Plan Book” to allow for a

decrease in dimensional standards, and alternating roof styles. Additionally, the 2017 approval of SU-17-13 established the precedent of the subject property’s mixed-use development, and as proposed the applicant’s request would be considered consistent with the precedent established by the City Council.

As a result, the proposed Change-in-Conditions to allow the modify the Plan Book may be consistent with the intent of the 2040 Comprehensive Plan and the design created for the Southlawn. Therefore, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request, and **APPROVAL OF A SPECIAL USE PERMIT ALLOWING FOUR FRONT ENTRY TOWNHOME UNITS.**

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

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

1. **Will the Change-in-Conditions and Special Use Permit proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *The proposed change may be consistent with precedent set by the City Council.*
2. **Will the Change-in-Conditions and 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 Change-in-Conditions and Special Use Permit proposal have a reasonable economic use as currently zoned?** *Yes.*
4. **Will the Change-in-Conditions and Special Use Permit proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *No.*
5. **Is the Change-in-Conditions and Special Use Permit proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *if properly conditioned, any adverse impacts may be mitigated.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Change-in-Conditions and Special Use Permit proposal?** *Yes. In 2020, the City Council approved a similar request (CIC2020-00002) allowing the a reduction in the dimensional standards, and alternating roof styles.*

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS –**

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

1. Approval of a mixed-use development in the Downtown Overlay, Live/Work B Subarea, which may include townhouses and apartments (including mixed-use buildings containing retail uses and **four townhome units in the final phase of the South Lawn Mixed-Use Development**) as Special Uses.
- ~~2. The site development, structures and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017 City Council public hearing (together the “Plan Book”). Final site plans and building plans for each product type shall be submitted for review and approval of the Director of P&D to ensure compliance with the Plan Book.~~
 - 2. The Site Development, structures, and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017 City Council public hearing (The “Plan Book”) with the following exception:**
 - ~~a. For the 22’x48’ units, the builder shall initially build the first building at 22’x48’ meeting original specifications outlined in the Plan Book adding the outdoor living space standard on end units and an option for other units. The builder has the option to build subsequent buildings at 22’x41’ with covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. Product shall be flat roof style as indicated in Plan Book unless building code changes are economically or aesthetically detrimental to the product as solely determined by the builder. In case of such occurrence, gable roof elevations shall be approved by the Planning and Development Director.~~
 - a. The Townhome units proposed along Church Street shall be rear entry units and constructed in general conformance to the architectural elevations received by the Planning and Development Department on October 6, 2020, titled “Lawrenceville South Lawn, 9 Units Building 146-154,” prepared for “Walker Anderson,” dated October 1, 2020 (attached as a reference).**
 - b. The balance of the townhome units proposed along Nash Street shall be rear entry units and constructed to a dimensional standard of 22’x41’, these units shall include a covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. Product shall be flat roof style as indicated in Plan Book unless building code changes are economically or aesthetically**

detrimental to the product as solely determined by the builder. In case of such occurrence, gable roof elevations shall be require the review and approval of the Director of the Planning and Development Department.

- c. The remaining balance of 4 townhome units adjacent to City Hall shall be front entry units, with a driveway consisting of a minimum of 18 feet in length. These 4 units shall include a covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. Product shall be flat roof style as indicated in Plan Book unless building code changes are economically or aesthetically detrimental to the product as solely determined by the builder. In case of such occurrence, gable roof elevations shall require the review and approval of the Director of the Planning and Development Department.**
 - d. Final Site Plans, Building Plans and Elevations for each product type shall be submitted for review and approval by the Director of the Planning and Development Department.**
- 3. Where any architectural standard, building height, minimum lot size, setback/build-to line, dimensional standard, sidewalk or parking requirement of the Downtown Overlay or Zoning Ordinance conflicts with the submitted Plan Book or architectural renderings and elevations, the submitted Plan Book shall govern, with further review and approval by the Architectural Review Board not required.
 - 4. The development shall have a mandatory community association(s) to provide maintenance for all common areas (including the maintenance of landscaping within internal rights-of-way and immediately adjacent external rights-of-way), and enforce reasonable and customary property maintenance standards through covenants on all residences within the community. The covenants, conditions, and restrictions will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Subject to applicable City, local, and federal rules, laws, regulations, and rulings of courts having competent jurisdiction over the subject property, said covenants shall include a restriction that no more than 10 percent of the single family units (with an additional 5% hardship) may be leased to third parties by individual owners.
 - 5. The developer shall construct the traffic improvements identified in the submitted Transportation Analysis (for "Projected 2023 Build Conditions") and the GRTA Notice of Decision for Development of Regional Impact (DRI) #2727. Final design of said improvements shall be subject to review and approval by the City Engineer, Gwinnett and/or Georgia DOT, as applicable.

6. Internal and external streetscape design shall be in substantial accordance with the requirements of the Downtown Overlay, and shall include pedestrian lighting and amenities per the Overlay. The main internal “promenade” sidewalks from Scenic Highway to the Lawrenceville Lawn (both sides of the street) shall be a minimum of 6 feet wide in the single-family area and 8 feet wide in the multi-family area. External sidewalks along Jackson Street and Clayton Street shall be a minimum of 10 feet wide. Final design shall be reviewed and approved by the Director of P&D.
7. Landscaping and screening along Jackson Street shall be in general accordance with the landscape cross sections outlined in the Plan Book. Final design shall be subject to review and approval by the Director of Planning and Development.
8. Stormwater detention ponds shall be screened from public view with fencing and landscaping. Final design of said screening shall be subject to review and approval by the Director of Planning and Development
9. Developer shall provide modifications to the Police Station parking lot and access drives in general accordance with the Plan Book.
10. Developer shall provide connections for stormwater conveyance at common property lines and capacity for stormwater detention from the Hooper-Renwick School and future Library site.
11. Building materials for the single-family (attached and detached) units shall be in general accordance with the elevations set forth in the Plan Book.
12. All street signage shall meet City of Lawrenceville’s standard signage.
13. Length of driveways in the single-family portion shall be ~~20~~ **18** feet minimum:
 - a. Front entry – (front of structure to back of sidewalk or alleyway if no sidewalk is present)
 - b. Rear entry – (rear of structure to back of curb)

LAWRENCEVILLE SOUTH LAWN

9 Units Building 146- 154

BLD2020-00976
CIC2020-00002
City of Lawrenceville
Planning and Development
Received: October 6, 2020



The Wynfield & Willmington Plans

(22'x48' Rear Entry Garage Product - Split Foyer Front Door)

BUILDING CODE ANALYSIS

CONSTRUCTION CODES:

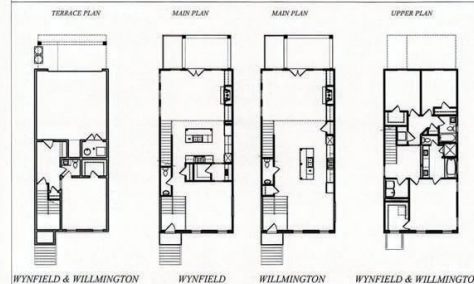
- INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FIRE CODE, 2018 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL PLUMBING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL MECHANICAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FUEL GAS CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- NATIONAL ELECTRICAL CODE, 2011 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION, WITH GEORGIA SUPPLEMENTS AND AMENDMENTS (2020)
- NFPA NATIONAL ELECTRICAL CODE, 2011 EDITION
- INTERNATIONAL RESIDENTIAL CODE FOR ONE & TWO FAMILY DWELLINGS, 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS

PRODUCT: 3 STORY TOWNHOMES
OCCUPANCY CLASSIFICATION: R-3
CONSTRUCTION TYPE: TYPE VB (2 HOUR DWELLINGS SEPARATION BETWEEN UNITS. NON SPRINKLERED.

DRAWING INDEX

- C00 COVER SHEET
A11 BUILDING FRONT & REAR ELEVATIONS
A12 BUILDING SIDE ELEVATIONS
A13 BUILDING BASEMENT PLAN
A14 BUILDING MAIN LEVEL FLOOR PLANS
A15 BUILDING UPPER LEVEL FLOOR PLANS
A16 BUILDING ROOF PLAN
A21 ELEVATION 'A' 4' 10"
A31 SIDE & REAR ELEVATIONS
A41 TERRACE LEVEL FLOOR PLAN
A51 MAIN LEVEL FLOOR PLANS
A61 UPPER LEVEL FLOOR PLANS
A71 ROOF PLANS
A81 ELECTRICAL PLANS

FOOTPRINT



AREA CALCULATION

22' x 48'

WYNFIELD/WILLMINGTON - SQUARE FOOTAGE	
LOWER LEVEL	446
MAIN LEVEL	1049
UPPER LEVEL	1004
TOTAL HEATED	2,499
2 CAR GARAGE	486
COVERED PORCH - REAR	142
TOTAL FRAMED	3,028

**WALKER
ANDERSON**
390 BROGDON RD.,
SUWANEE, GA. 30024

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SUB-DIVISION *Lawrenceville
South Lawn*

RELEASED FOR CONSTRUCTION

REVISED

**THE WYNFIELD &
THE WILLMINGTON**

JOB NO. NA DRAWN GC
DATE 10/1/2020 CHECKED DB
SCALE: AS NOTED APPROV. DB

COVER SHEET

APPROVED BY: DAVID BOWEN
DATE:

SHEET NO.

C0.0

SHEET: XX OF: XX

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FRONT & REAR ELEVATIONS

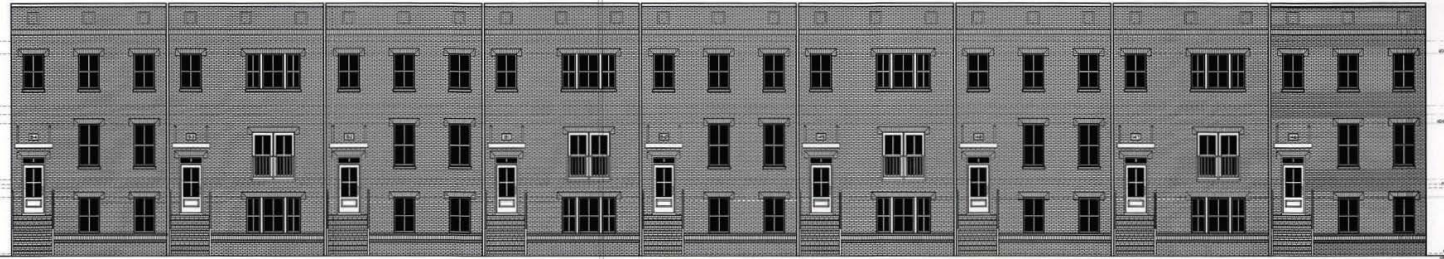
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DATE:

SHEET NO

A1.1

SHEET: XX OF XX



BLDG. 146-54 LOT # 54 2018A STR.	ELEVATION A PLAN WYNFIELD	BLDG. 146-54 LOT # 53 2018A STR.	ELEVATION B PLAN WYNFIELD	BLDG. 146-54 LOT # 52 2018A STR.	ELEVATION A PLAN WYNFIELD	BLDG. 146-54 LOT # 51 2018A STR.	ELEVATION B PLAN WILLMINGTON	BLDG. 146-54 LOT # 50 2018A STR.	ELEVATION A PLAN WYNFIELD	BLDG. 146-54 LOT # 49 2018A STR.	ELEVATION B PLAN WYNFIELD	BLDG. 146-54 LOT # 48 2018A STR.	ELEVATION A PLAN WILLMINGTON	BLDG. 146-54 LOT # 47 2018A STR.	ELEVATION B PLAN WYNFIELD	BLDG. 146-54 LOT # 46 2018A STR.	ELEVATION A PLAN WYNFIELD
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1 Front Elevation (Lot #146 Through #154)
SCALE: 1/8" = 1'-0"

0 1' 2'



BLDG. 146-54 LOT # 146 2018A STR.	ELEVATION A PLAN WYNFIELD	BLDG. 146-54 LOT # 147 2018A STR.	ELEVATION B PLAN WYNFIELD	BLDG. 146-54 LOT # 148 2018A STR.	ELEVATION A PLAN WILLMINGTON	BLDG. 146-54 LOT # 149 2018A STR.	ELEVATION B PLAN WYNFIELD	BLDG. 146-54 LOT # 150 2018A STR.	ELEVATION A PLAN WYNFIELD	BLDG. 146-54 LOT # 151 2018A STR.	ELEVATION B PLAN WILLMINGTON	BLDG. 146-54 LOT # 152 2018A STR.	ELEVATION A PLAN WYNFIELD	BLDG. 146-54 LOT # 153 2018A STR.	ELEVATION B PLAN WYNFIELD	BLDG. 146-54 LOT # 154 2018A STR.	ELEVATION A PLAN WYNFIELD
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2 Rear Elevation (Lot #146 Through #154)
SCALE: 1/8" = 1'-0"

0 1' 2'



① Left Side Elevation - WYNFIELD
SCALE: 1/4" = 1'-0"



② Right Side Elevation - WYNFIELD
SCALE: 1/4" = 1'-0"

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SUB-DIVISION Lawrenceville
South Lawn

RELEASED FOR CONSTRUCTION

REVISED

**THE WYNFIELD &
THE WILLMINGTON**

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DATE	10/1/2020	CHECKED	DB
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SIDE ELEVATIONS

APPROVED BY: DAVID BOWEN

SHEET NO.

A1.2

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SUB-DIVISION *Lawrenceville
South Lawn*

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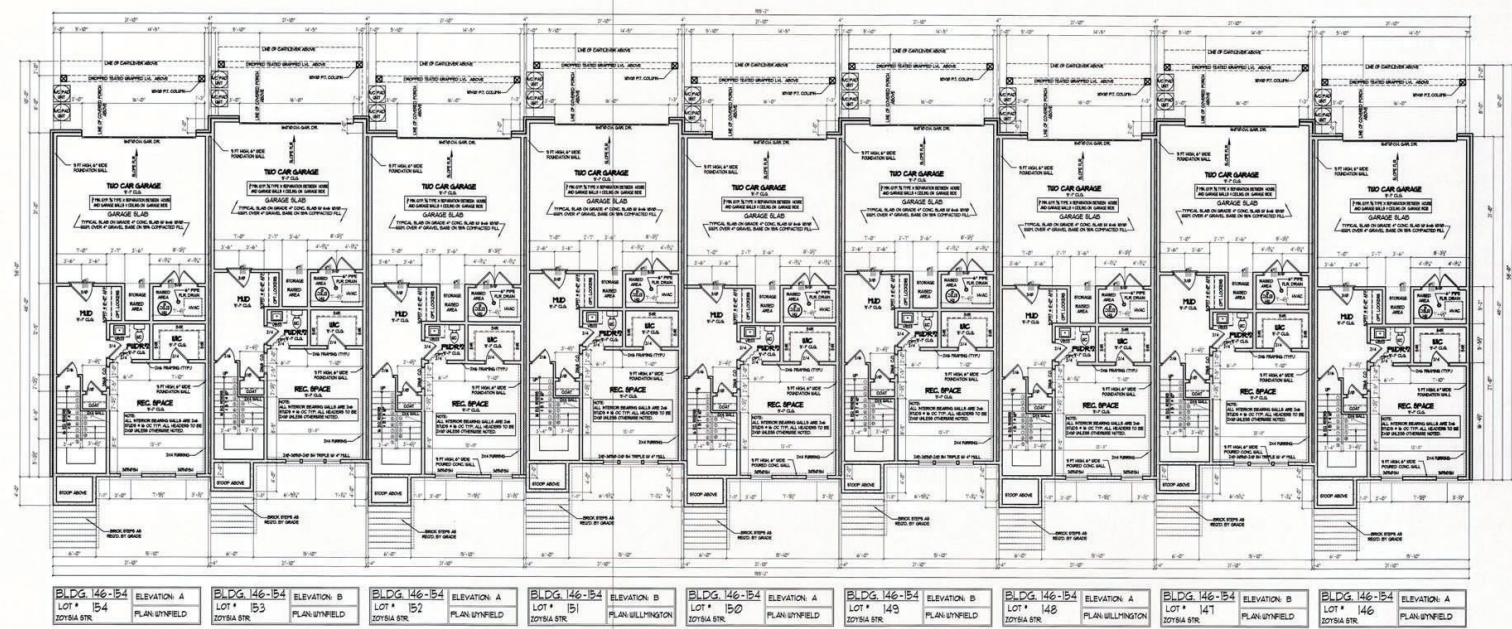
*THE WYNFIELD &
THE WILLMINGTON*

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FOUNDATION FLOOR PLANS

APPROVED BY: DAVID BOWEN
DATE: _____

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1 Terrace Level Layout (Lot #146 Through #154)
SCALE: 1/8" = 1'-0"

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South Lawn

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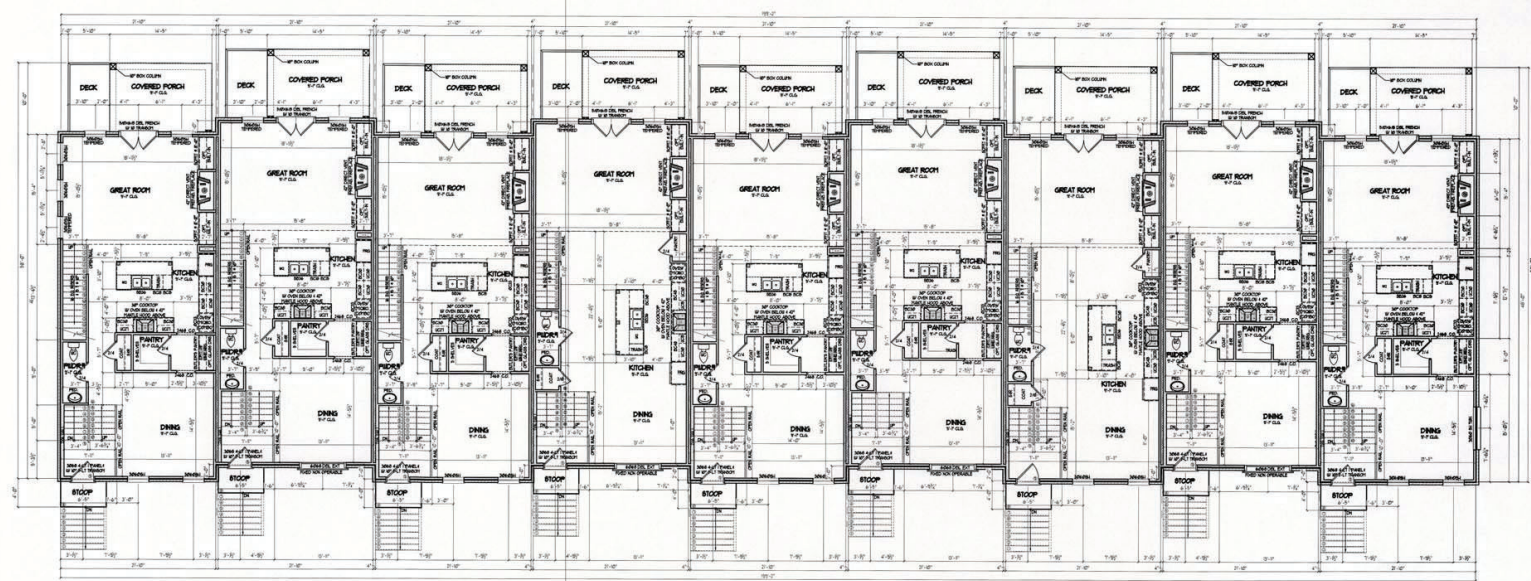
**THE WYNFIELD &
THE WILLMINGTON**

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DATE	10/1/2020	CHECKED	DB
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MAIN FLOOR PLANS

APPROVED BY: DAVID BOWEN
DATE: _____

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SHEET: XX OF: XX



BLDG. 146-154 LOT # 154 2015A SR.	ELEVATION A PLAN UNFIELD	BLDG. 146-154 LOT # 153 2015A SR.	ELEVATION B PLAN UNFIELD	BLDG. 146-154 LOT # 152 2015A SR.	ELEVATION A PLAN UNFIELD	BLDG. 146-154 LOT # 151 2015A SR.	ELEVATION B PLAN UNFIELD	BLDG. 146-154 LOT # 150 2015A SR.	ELEVATION A PLAN UNFIELD	BLDG. 146-154 LOT # 149 2015A SR.	ELEVATION B PLAN UNFIELD	BLDG. 146-154 LOT # 148 2015A SR.	ELEVATION A PLAN UNFIELD	BLDG. 146-154 LOT # 147 2015A SR.	ELEVATION B PLAN UNFIELD	BLDG. 146-154 LOT # 146 2015A SR.	ELEVATION A PLAN UNFIELD
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1 Main Level Layout (Lot #146 Through #154)
SCALE: 1/8" = 1'-0"
0 1' 2'

WALKER
ANDERSON

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SUWANEE, GA. 30024

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SUB-DIVISION *Lawrenceville
South Lawn*

RELEASED FOR CONSTRUCTION

REVISED

THE WYNFIELD &
THE WILLMINGTON

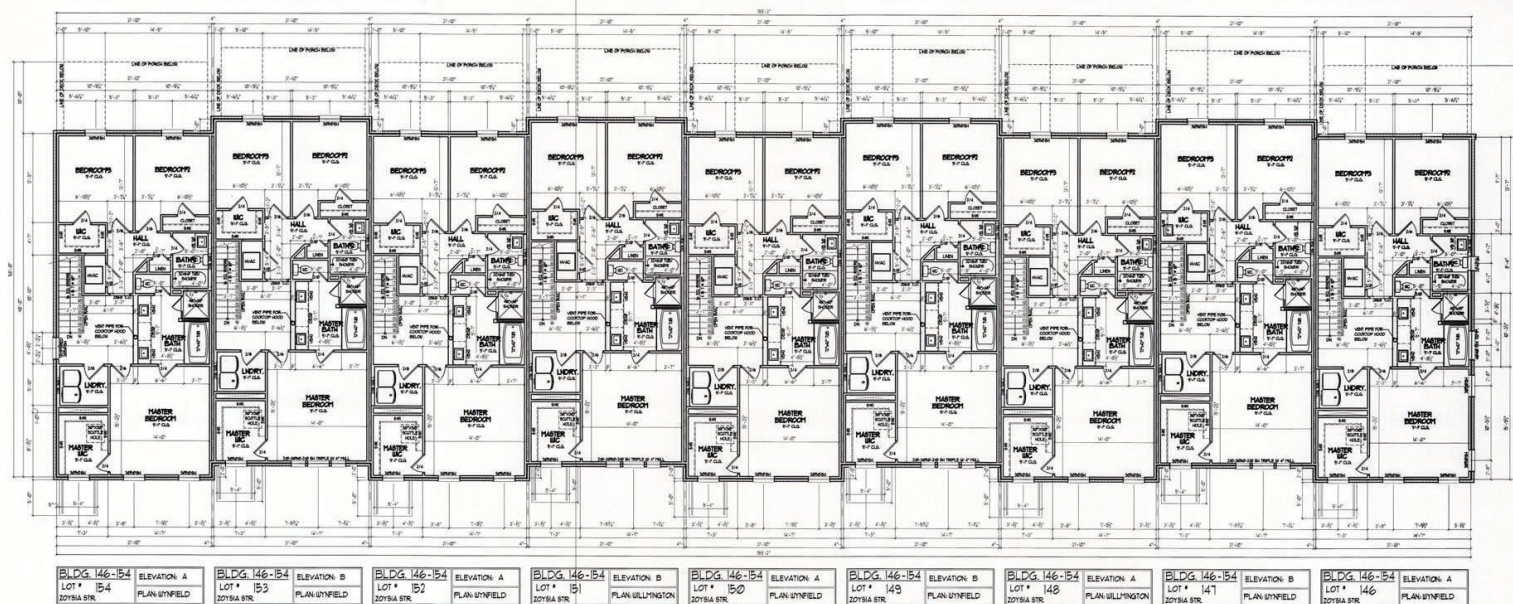
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UPPER FLOOR PLANS

APPROVED BY: DAVID BOWEN

DATE:

SHEET NO.
A1.5
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1 Upper Level Layout (Lot #146 Through #154)
SCALE: 1/8" = 1'-0"

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SUB-DIVISION *Lawrenceville
South Lawn*

RELEASED FOR CONSTRUCTION

REVISED	

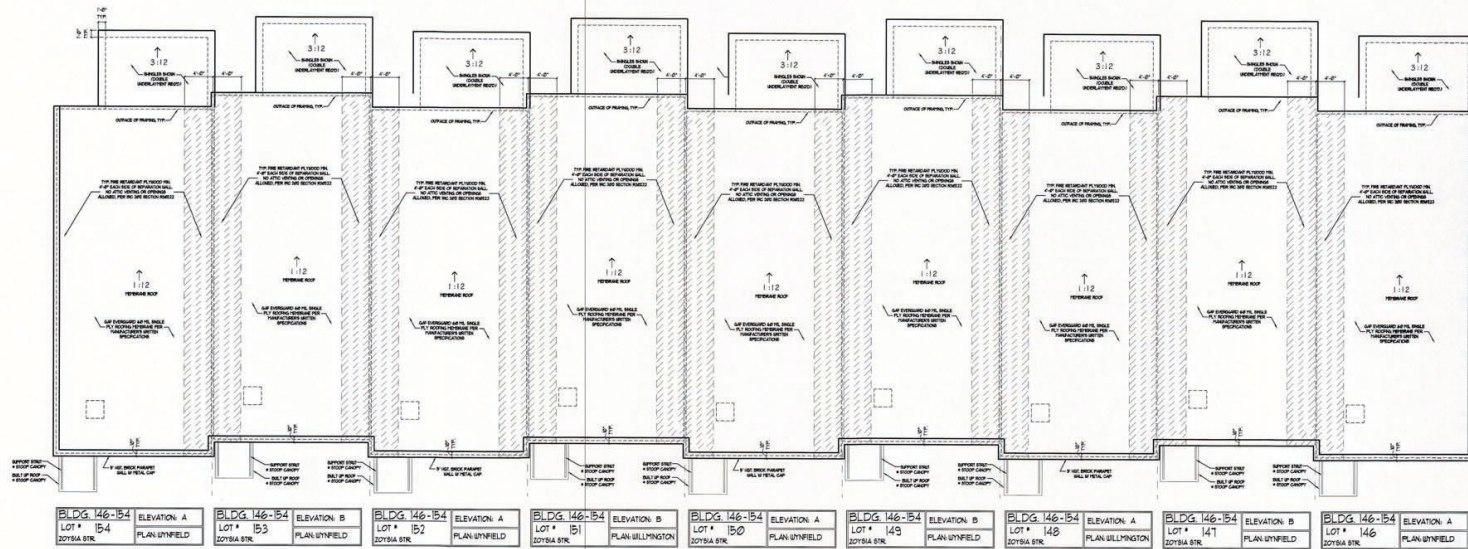
*THE WYNFIELD &
THE WILLMINGTON*

JOB NO.	NA	DRAWN	GC
DATE	10/1/2020	CHECKED	DB
SCALE	AS NOTED	APPROV.	DB

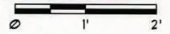
ROOF LAYOUT PLAN

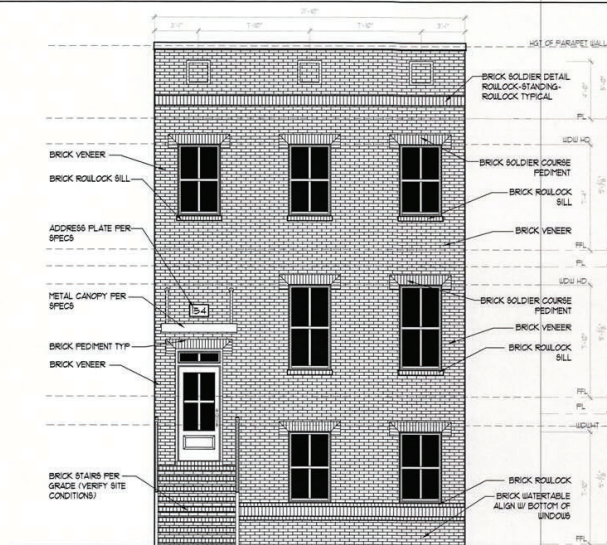
APPROVED BY: DAVID BOWEN
DATE: _____

SHEET NO.
A1.6
SHEET: XX OF: XX

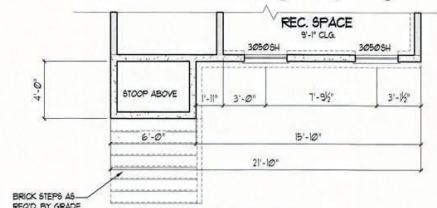


1 Roof Layout (Lot#146 Through #154)
SCALE: 1/8" = 1'-0"

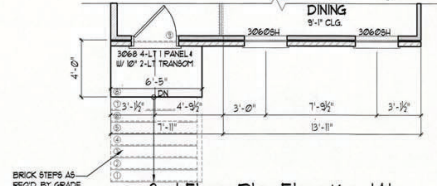




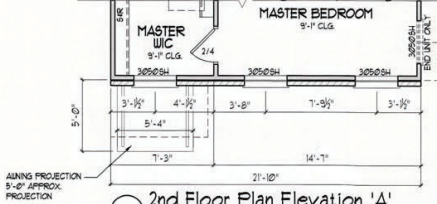
1 Front Elevation 'A'
SCALE: 1/4" = 1'-0"



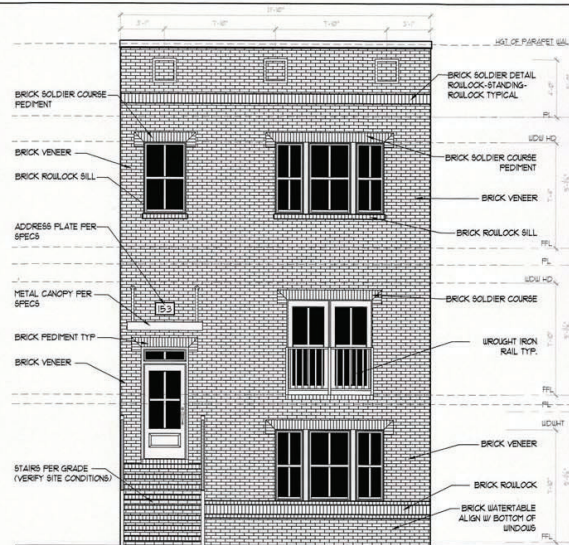
2 1st Floor Plan Elevation 'A'
SCALE: 1/4" = 1'-0"



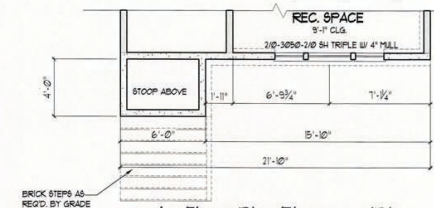
3 2nd Floor Plan Elevation 'A'
SCALE: 1/4" = 1'-0"



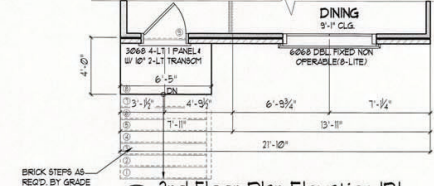
4 2nd Floor Plan Elevation 'A'
SCALE: 1/4" = 1'-0"



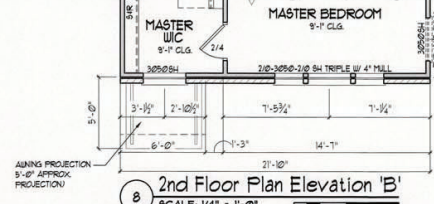
5 Front Elevation 'B'
SCALE: 1/4" = 1'-0"



6 1st Floor Plan Elevation 'B'
SCALE: 1/4" = 1'-0"



7 2nd Floor Plan Elevation 'B'
SCALE: 1/4" = 1'-0"



8 2nd Floor Plan Elevation 'B'
SCALE: 1/4" = 1'-0"

**WALKER
ANDERSON**
390 BROGDON RD.,
SUWANEE, GA. 30024

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SUB-DIVISION *Lawrenceville
South Lawn*

RELEASED FOR CONSTRUCTION

REVISED

**THE WYNFIELD &
THE WILLMINGTON**

JOB NO. NA DRAWN GC
DATE 10/1/2020 CHECKED DB
SCALE: AS NOTED APPROV. DB

ELEVATION 'A' & 'B'

APPROVED BY: DAVID BOWEN

SHEET NO.

A2.1

SHEET: XX OF: XX

SUB-DIVISION Lawrenceville
South Lawn

REVISÉ

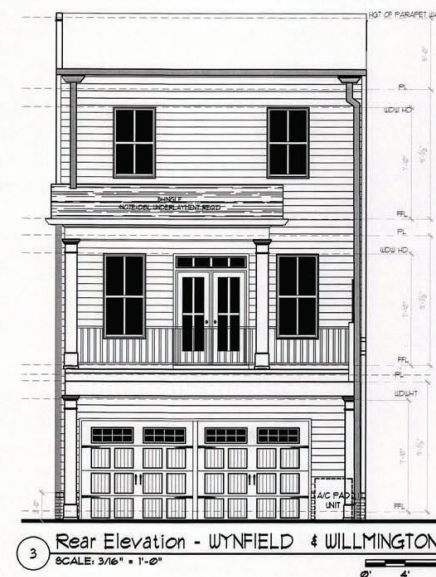
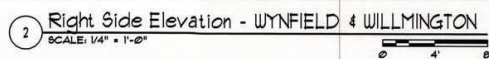
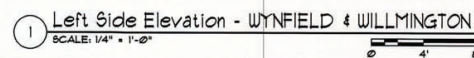
JOB NO.	NA	DRAWN	GC
DATE	10/1/2020	CHECKED	DB
SCALE:	AS NOTED	APROV.	DB

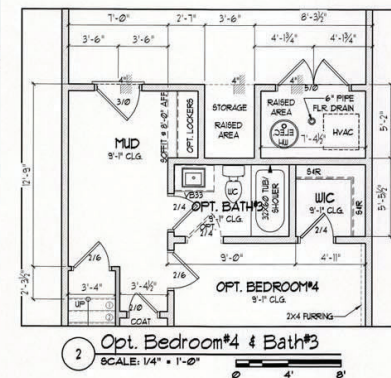
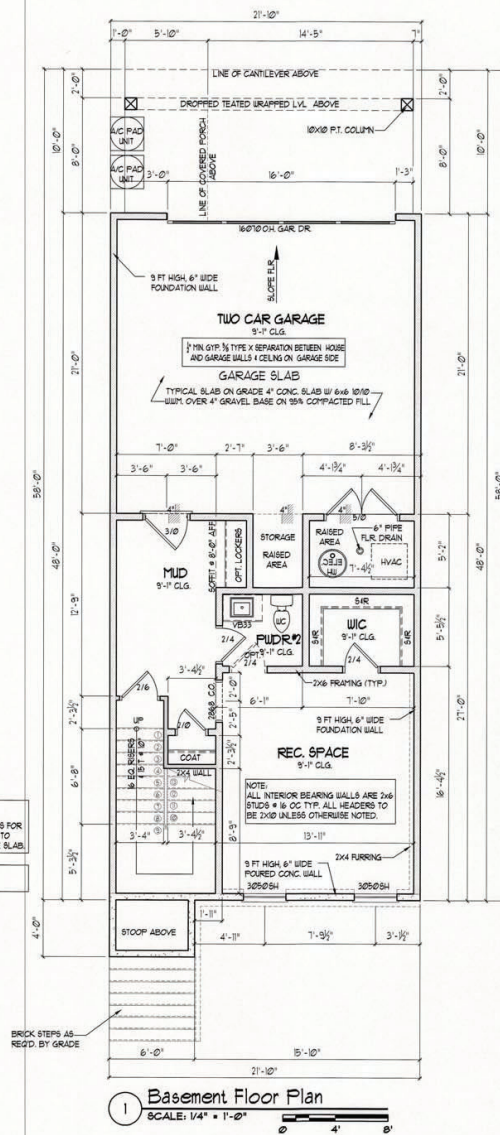
APPROVED BY: DAVID BOWEN

SHEET NO.

A3.1

SHEET: XX OF: XX





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THE WILLMINGTON**

JOB NO.	NA	DRAWN	GC
DATE	10/1/2020	CHECKED	DB
SCALE	AS NOTED	APPROV.	DB

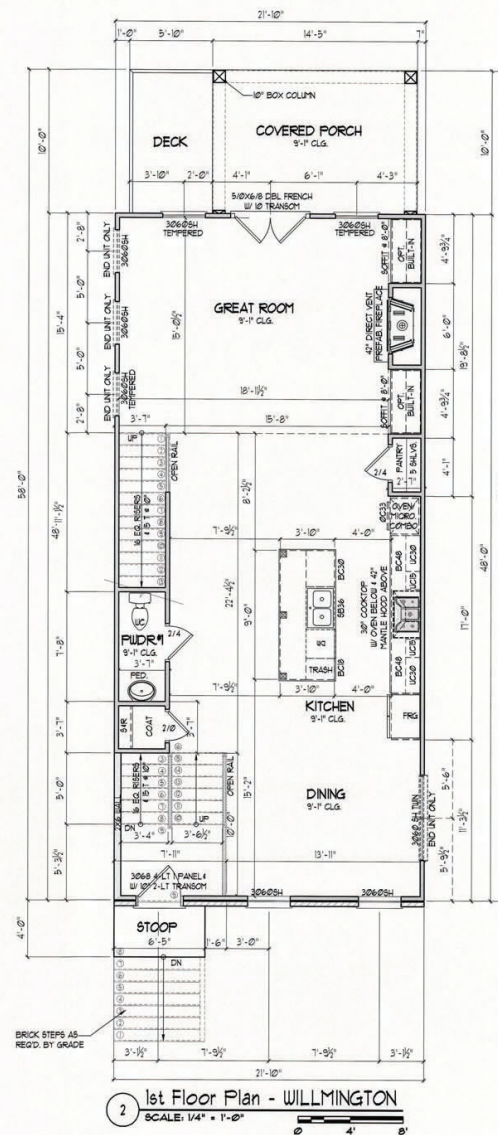
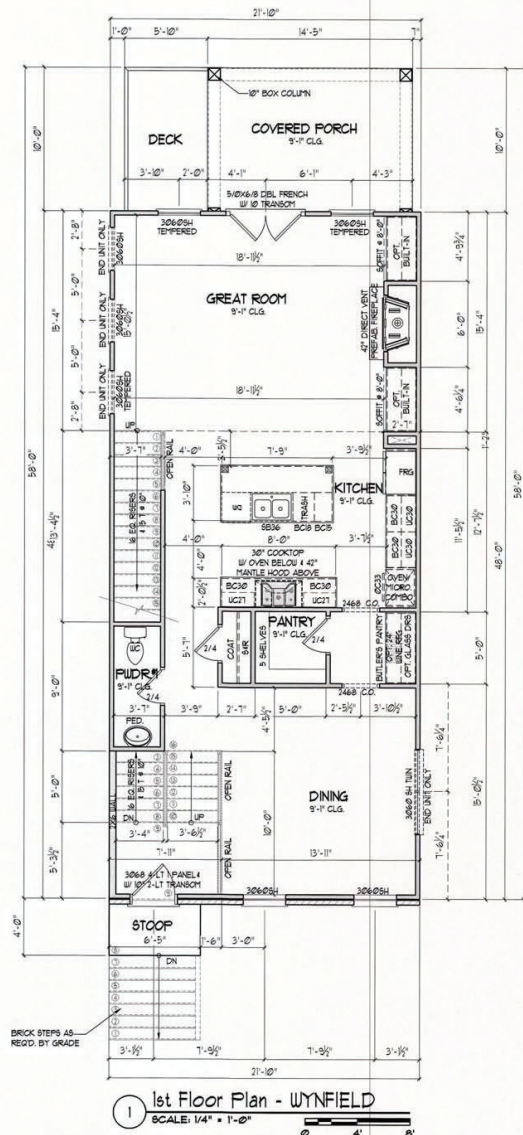
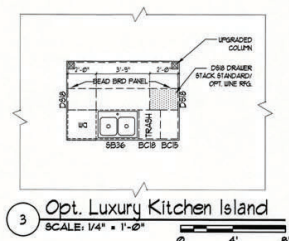
TERRACE LEVEL FLOOR PLANS

APPROVED BY: DAVID BOWEN

SHEET NO.

A4.1

SHEET: XX OF: XX



**WALKER
ANDERSON**
390 BROGDON RD.,
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**THE WYNFIELD &
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JOB NO. NA DRAWN GC
DATE 10/1/2020 CHECKED DB
SCALE: AS NOTED APPROV. DB

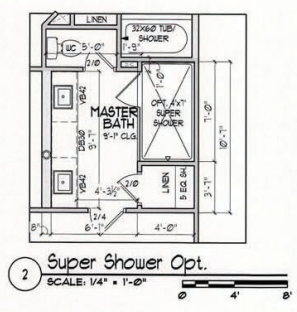
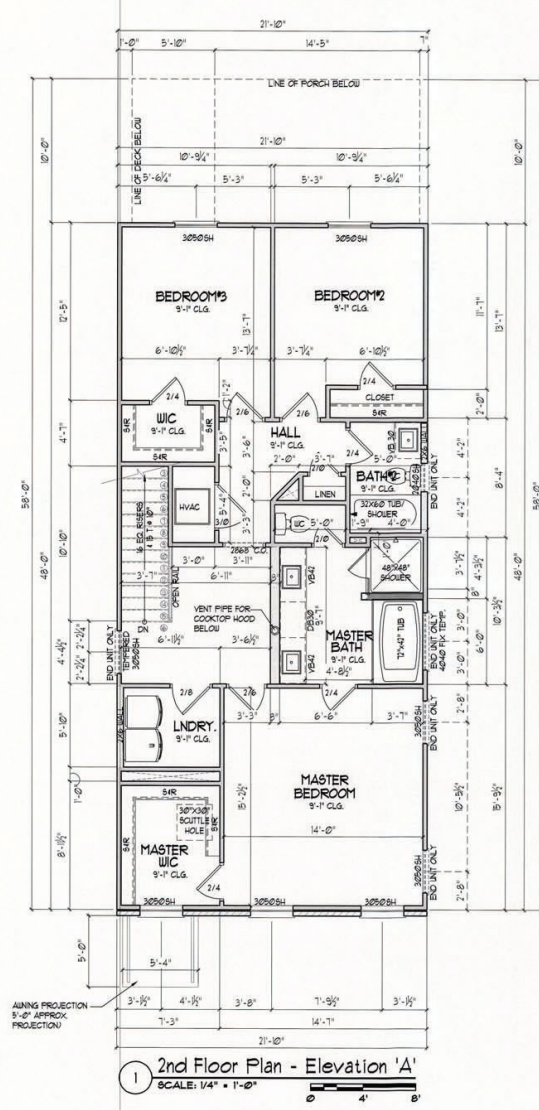
MAIN LEVEL FLOOR PLANS

APPROVED BY: DAVID BOWEN

SHEET NO.

A5.1

SHEET: XX OF: XX



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SUB-DIVISION Lawrenceville
South Lawn

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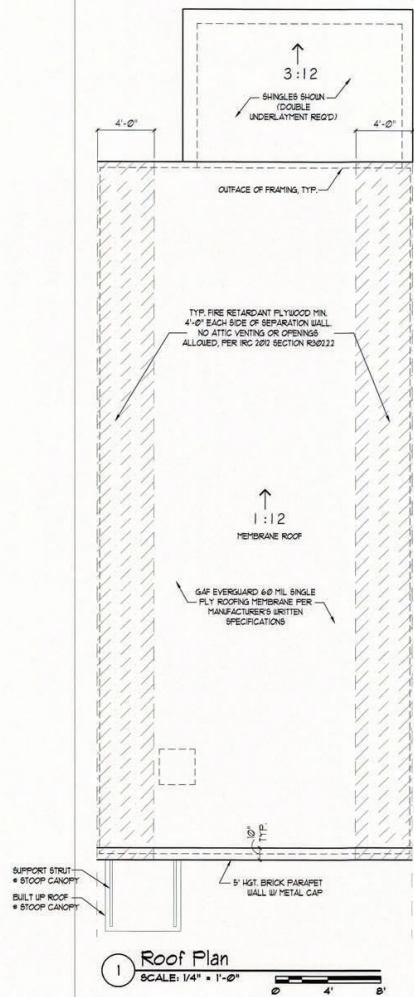
**THE WYNFIELD &
THE WILLMINGTON**

JOB NO.	NA	DRAWN	GC
DATE	10/1/2020	CHECKED	DB
SCALE:	AS NOTED	APPROV.	DB

UPPER LEVEL FLOOR PLANS

APPROVED BY: DAVID BOWEN
DATE: _____

SHEET NO.
A6.1
SHEET: XX OF: XX



1 Roof Plan
SCALE: 1/4" = 1'-0"

**WALKER
ANDERSON**
390 BROGDON RD.,
SUWANEE, GA. 30024

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SUB-DIVISION Lawrenceville
South Lawn

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**THE WYNFIELD &
THE WILLMINGTON**

JOB NO.	NA	DRAWN	GC
DATE	10/1/2020	CHECKED	DB
SCALE:	AS NOTED	APPROV.	DB

ROOF PLANS

APPROVED BY: DAVID BOWEN
DATE: _____

SHEET NO.
A4.1
SHEET: XX OF: XX

WALKER ANDERSON

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SUWANEE, GA. 30024

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SUB-DIVISION *Lawrenceville*
South Lawn

RELEASED FOR CONSTRUCTION

REVISED	

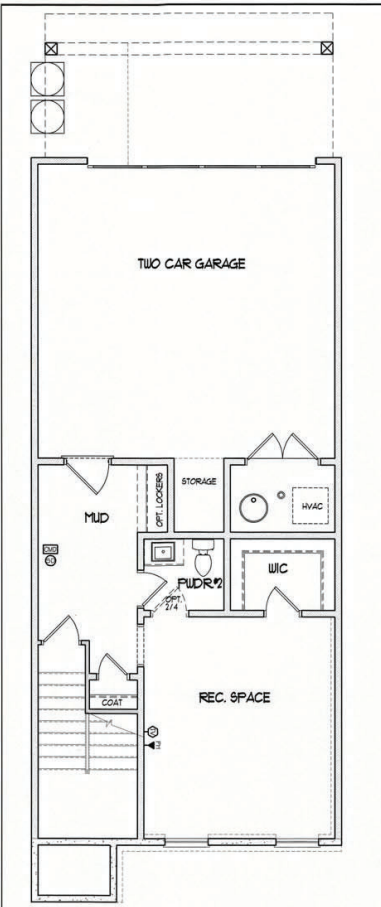
THE WYNFIELD &
THE WILLMINGTON

JOB NO.	NA	DRAWN	GC
DATE	10/1/2020	CHECKED	DB
SCALE	AS NOTED	APPROV.	DB

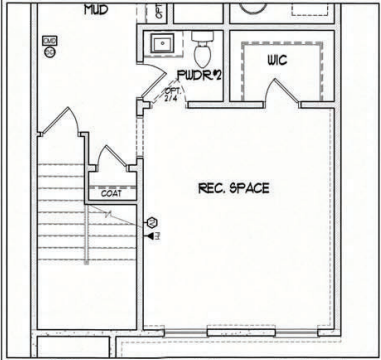
ELECTRICAL PLANS

APPROVED BY: DAVID BOWEN
DATE:

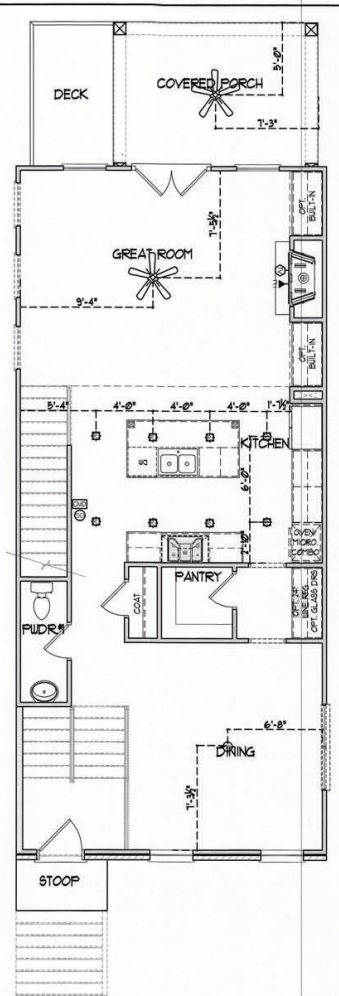
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SHEET: XX OF: XX



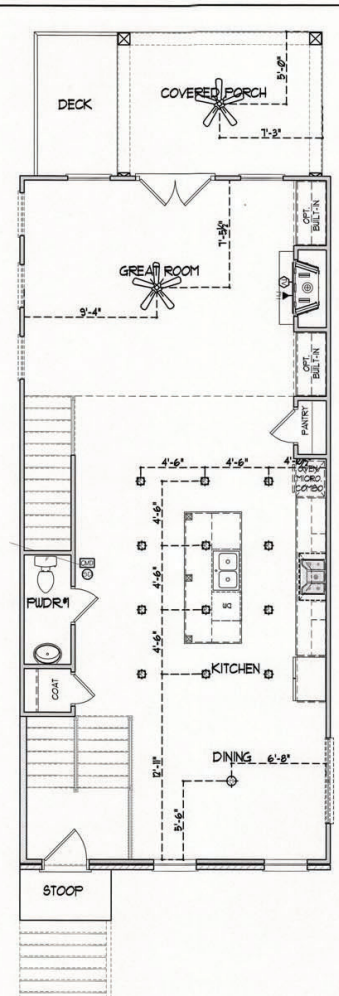
1 Lower Level Electrical
not to scale



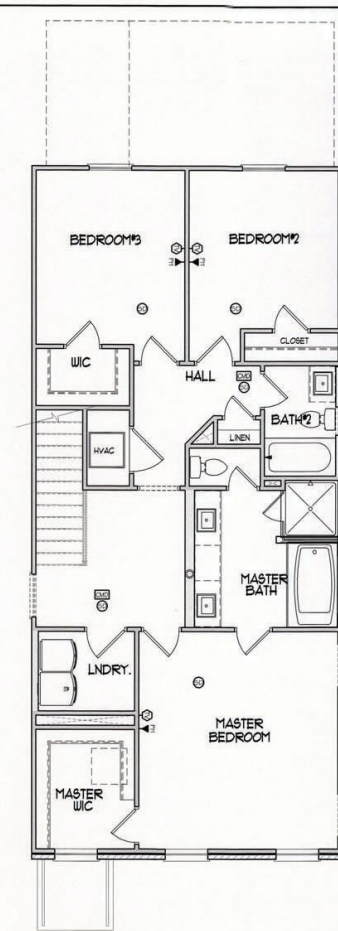
2 Lower Level w/ Terrace Bath Opt.
not to scale



3 Main Level Electrical - WYNFIELD
not to scale



4 Main Level Electrical - WILLMINGTON
not to scale



5 Upper Level Electrical
not to scale

ELECTRICAL LEGEND			
— GAS	Gas Line	⊠	Recessed Can Light
— CW	Cold Water	⊙	Eye-ball Light
—	Electrical Panel	⊙	Wall Mounted Light
—	Electrical Meter	—	Wall Sconce
—	Switch	—	Fluorescent Light w/2 Bulbs
—	3-Way Switch	—	Vapor Protected Light
—	Dimmer Switch	—	Exhaust Fan w/Light
—	Button	—	Exhaust Fan w/Heat & Light
—	Duplex Outlet	—	Smoke Detector
—	Quadplex Outlet	—	Carbon Monoxide Detector

ELECTRICAL LEGEND			
⊕	Switched Duplex Outlet	⊕	Thermostat
FLOOR	Floor Outlet	⊕	Direct Wire
GFI	GFI Outlet	⊕	Phone Jack
WP-GFI	Water Proof GFI Outlet	⊕	Media Jack
CLO	Ceiling Mounted Outlet	⊕	Cable TV Outlet
220V	220V Outlet	⊕	Door Chimes
⊕	Ceiling Mounted Light	⊕	Security Panel
⊕	Hanging Ceiling Mounted Light	⊕	Flood Light
+	Ceiling Fan	+	Ceiling Fan w/Light

PLANNING COMMISSION**RECOMMENDED CONDITIONS – 05032021**

CIC2021-00007

Additions in **BOLD**Deletions in ~~STRIKETHROUGH~~

1. Approval of a mixed-use development in the Downtown Overlay, Live/Work B Subarea, which may include townhouses and apartments (including mixed-use buildings containing retail uses and four townhome units in the final phase of the South Lawn Mixed-Use Development) as Special Uses.
2. ~~The site development, structures and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017 City Council public hearing (together the “Plan Book”). Final site plans and building plans for each product type shall be submitted for review and approval of the Director of P&D to ensure compliance with the Plan Book.~~
2. The Site Development, structures, and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017 City Council public hearing (The “Plan Book”) with the following exception:
 - a. ~~For the 22’x48’ units, the builder shall initially build the first building at 22’x48’ meeting original specifications outlined in the Plan Book adding the outdoor living space standard on end units and an option for other units. The builder has the option to build subsequent buildings at 22’x41’ with covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. Product shall be flat roof style as indicated in Plan Book unless building code changes are economically or aesthetically detrimental to the product as solely determined by the builder. In case of such occurrence, gable roof elevations shall be approved by the Planning and Development Director.~~
 - a. The Townhome units proposed along Church Street shall be rear entry units and constructed **to a dimensional standard of 22’ x 48’** and in general conformance to the architectural elevations received by the Planning and Development Department on October 6, 2020, titled “Lawrenceville South Lawn, 9 Units Building 146-154,” prepared for “Walker Anderson,” dated October 1, 2020 (attached as a reference).
 - b. The balance of the townhome units proposed along Nash Street shall be rear entry units and constructed to a dimensional standard of 22’x 41’ **48’**, these units shall include a covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. Product shall be flat roof style as indicated in Plan Book unless building

code changes are economically or aesthetically detrimental to the product as solely determined by the builder. **The builder shall have the option to build subsequent buildings at 22' x 41' with a covered outdoor living space being standard and included to meet the average SF space indicated in the original Plan Book.** In case of such occurrence, gable roof elevations shall require the review and approval of the Director of the Planning and Development Department.

- c. The remaining balance of 4 townhome units adjacent to City Hall shall be front entry units, with a driveway consisting of a minimum of 18 feet in length. These 4 units shall include a covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. ~~Product shall be flat roof style as indicated in Plan Book unless building code changes are economically or aesthetically detrimental to the product as solely determined by the builder.~~ In case of such occurrence, gable roof elevations shall require the review and approval of the Director of the Planning and Development Department.
 - d. Final Site Plans, Building Plans and Elevations for each product type shall be submitted for review and approval by the Director of the Planning and Development Department.
3. Where any architectural standard, building height, minimum lot size, setback/build-to line, dimensional standard, sidewalk or parking requirement of the Downtown Overlay or Zoning Ordinance conflicts with the submitted Plan Book or architectural renderings and elevations, the submitted Plan Book shall govern, with further review and approval by the Architectural Review Board not required.
 4. The development shall have a mandatory community association(s) to provide maintenance for all common areas (including the maintenance of landscaping within internal rights-of-way and immediately adjacent external rights-of-way), and enforce reasonable and customary property maintenance standards through covenants on all residences within the community. The covenants, conditions, and restrictions will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Subject to applicable City, local, and federal rules, laws, regulations, and rulings of courts having competent jurisdiction over the subject property, said covenants shall include a restriction that no more than 10 percent of the single family units (with an additional 5% hardship) may be leased to third parties by individual owners.
 5. The developer shall construct the traffic improvements identified in the submitted Transportation Analysis (for "Projected 2023 Build Conditions") and the GRTA Notice of Decision for Development of Regional Impact (DRI) #2727. Final design

of said improvements shall be subject to review and approval by the City Engineer, Gwinnett and/or Georgia DOT, as applicable.

6. Internal and external streetscape design shall be in substantial accordance with the requirements of the Downtown Overlay, and shall include pedestrian lighting and amenities per the Overlay. The main internal “promenade” sidewalks from Scenic Highway to the Lawrenceville Lawn (both sides of the street) shall be a minimum of 6 feet wide in the single-family area and 8 feet wide in the multi-family area. External sidewalks along Jackson Street and Clayton Street shall be a minimum of 10 feet wide. Final design shall be reviewed and approved by the Director of P&D.
7. Landscaping and screening along Jackson Street shall be in general accordance with the landscape cross sections outlined in the Plan Book. Final design shall be subject to review and approval by the Director of Planning and Development.
8. Stormwater detention ponds shall be screened from public view with fencing and landscaping. Final design of said screening shall be subject to review and approval by the Director of Planning and Development.
9. Developer shall provide modifications to the Police Station parking lot and access drives in general accordance with the Plan Book.
10. Developer shall provide connections for stormwater conveyance at common property lines and capacity for stormwater detention from the Hooper-Renwick School and future Library site.
11. Building materials for the single-family (attached and detached) units shall be in general accordance with the elevations set forth in the Plan Book.
12. All street signage shall meet City of Lawrenceville’s standard signage.
13. Length of driveways in the single-family portion shall be ~~20~~ **18** feet minimum:
 - a. Front entry – (front of structure to back of sidewalk or alleyway if no sidewalk is present)
 - b. Rear entry – (rear of structure to back of curb)



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>WALKER ANDERSON HOMES, LLC</u>	NAME: <u>NGF-BERBANK, LLC</u>
ADDRESS: <u>390 BROGDON RD.</u>	ADDRESS: <u>1545 PEACHTREE ST, STE 200</u>
CITY: <u>SUWANEE</u>	CITY: <u>ATLANTA</u>
STATE: <u>GA</u> ZIP: <u>30024</u>	STATE: <u>GA</u> ZIP: <u>30309</u>
CONTACT PERSON: <u>CLINT WALTERS</u> PHONE: <u>404-274-4492</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RM-12</u> REQUESTED ZONING DISTRICT: <u>RM-12</u>	
PARCEL NUMBER(S): <u>5147A020</u> ACREAGE: <u>1.65</u>	
ADDRESS OF PROPERTY: <u>240 NEAL BLVD</u>	

Clint Walters 4/1/21
SIGNATURE OF APPLICANT DATE

George Berkow 4/2/21
SIGNATURE OF OWNER DATE

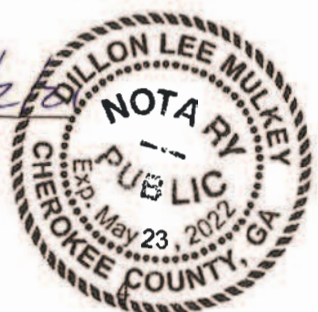
Clint Walters
TYPED OR PRINTED NAME

Clint Walters 4/1/21
NOTARY PUBLIC



TYPE D OR PRINTED NAME

Clint Walters 4/2
NOTARY PUBLIC DATE



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

Received: April 1, 2021

Planning and Development Department



LETTER OF INTENT

April 1, 2021

Walker Anderson Homes, LLC ("Applicant") respectfully requests a change in conditions to City of Lawrenceville Special Use Permit SU-17-13. Conditions 2, 11, & 13 require modifications to the Lawrenceville South Lawn Plan Book ("Plan Book") dated December 4, 2017. The requested modifications pertain specifically to the seventeen (17) pink townhome units first identified on page 7 of the Plan Book and further referenced on pages 39 and 40.

The Applicant desires to replace the approved seventeen (17) units with a maximum of twenty-two (22) units to be marketed as Urban Square Phase 2. These units will contain eighteen (18) rear entry units and up to four (4) front entry units. (Condition 2)

Rear entry units constructed in a slab condition (eight (8) units facing Church Street) will have three (3) exposed floors on the front and rear with the front entrance between lower and middle levels. This building is proposed be a flat roof building to complete the Church Street streetscape. (Condition 2)

Rear Entry units constructed in a basement condition (ten (10) units facing Nash Street) will have two (2) exposed floors on the front and 3 exposed floors on the rear. The front entrance will be on the middle level. The Applicant requests the option to construct these units with a gable roof as currently approved or a flat roof. (Condition 2)

A maximum of four (4) front entry units will be constructed adjacent to City Hall fronting the interior park. This product is two (2) stories tall with a gable roof. As there is no sidewalk in front of these units, driveways shall have a minimum length of eighteen foot (18') measured from the garage door to back of curb. (Conditions 2 & 13)

All units shall resemble the units under construction in Urban Square Phase 1 with white brick and bronze windows. Side elevations will be a mixture of brick and cement siding. On the rear entry homes, the rear lower level will be brick with cement siding on the upper two (2) floors. On the front entry homes, the lower level will be brick, and the upper level will be cement siding. (Condition 11)

In summary, the Applicant requests three (3) amendments to the Lawrenceville South Lawn Plan Book:

- 1) Increase the number of units in this phase from seventeen (17) to twenty-two (22) in this section
- 2) Allow for a maximum of four (4) front entry units in this section
- 3) Allow for construction of a flat roof product in this section

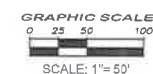
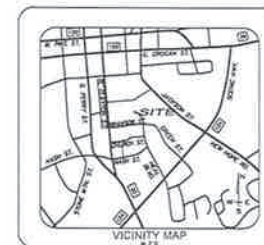
**LAND DESCRIPTION
UNIT 3
LAWRENCEVILLE SOUTH LAWN
CITY OF LAWRENCEVILLE**

All that tract or parcel of land lying and being in Land Lot 147 of the 5th Land District, in the City of Lawrenceville, Gwinnett County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Point at the intersection of the Westerly Right-of-Way of Neal Boulevard (Right-of-Way width varies) and the Northerly Right-of-Way of Nash Street (40' Right-of-Way); THENCE continuing along said Right-of-Way of Nash Street South 50 degrees 47 minutes 43 seconds West for a distance of 107.04 feet to a point, said point being **THE TRUE POINT OF BEGINNING**.

THENCE from said point as thus established and continuing along aforesaid Right-of-Way of Nash Street the following three (3) courses and distances South 50 degrees 47 minutes 43 seconds West for a distance of 110.40 feet to a Point; THENCE along a curve to the right having a radius of 167.55 feet and arc length of 90.10 feet being subtended by a chord of South 66 degrees 12 minutes 03 seconds West for a distance of 89.02 feet to a Point; THENCE South 81 degrees 36 minutes 23 seconds West for a distance of 95.13 feet to a Point; leaving said Right-of-Way of Nash Street THENCE North 04 degrees 16 minutes 40 seconds West for a distance of 301.55 feet to a Point on the Southerly Right-of-Way of Church Street (50' R/W); THENCE continuing along said Right-of-Way the following three (3) courses and distances North 64 degrees 10 minutes 15 seconds East for a distance of 115.67 feet to a Point; THENCE along a curve to the right having a radius of 113.72 feet and arc length of 39.19 feet being subtended by a chord of North 74 degrees 02 minutes 35 seconds East for a distance of 38.99 feet to a Point; THENCE North 83 degrees 54 minutes 55 seconds East for a distance of 47.85 feet to a Point on the Westerly Utility/Access Easement Line of Buffalo Street; THENCE continuing along said easement the following three (3) courses and distances South 16 degrees 49 minutes 41 seconds East for a distance of 202.92 feet to a Point; THENCE along a curve to the left having a radius of 75.50 feet and arc length of 28.98 feet being subtended by a chord of South 27 degrees 49 minutes 31 seconds East for a distance of 28.81 feet to a Point; THENCE South 38 degrees 49 minutes 22 seconds East for a distance of 35.44 feet to a Point on the aforesaid Northerly Right-of-Way Nash Street, said point being **THE POINT OF BEGINNING**.

Said property contains 1.655 Acres (72,098 Square Feet).

[illegible]

CONSTRUCTION PLANS
LAWRENCEVILLE
SOUTH LAWN SINGLE FAMILY
30 SOUTH CLAYTON ST
LAWRENCEVILLE, GEORGIA 30046
NO LOTS 146 & 147, 5TH DISTRICT

OWNER/DEVELOPER
NGI-BERBANK, LLC
4720 CHAMBLEE DUNWOODY RD
SUITE 200
ATLANTA, GEORGIA 30328
PHONE: 404.915.3420

OSWEE CERTIFICATION NUMBER: 36829
EXPIRATION DATE: 08.31.2025

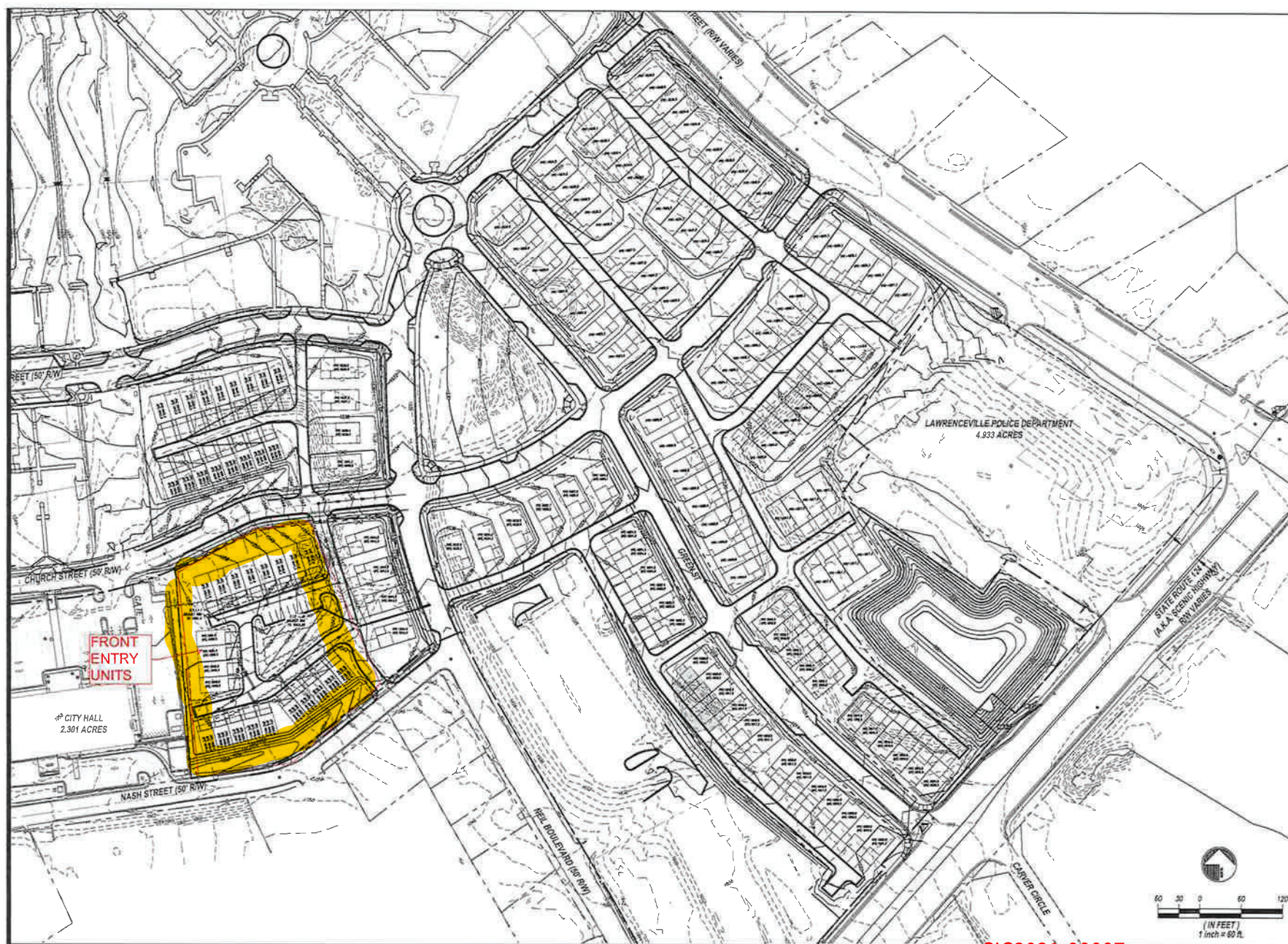


REVISIONS

• 2020-000000

REFERENCES

December 2000



CIC2021-00007
Received: April 1, 2021
Planning and Development Depa



URBAN SQUARE AT SOUTH LAWN PHASE 2

WALKER
ANDERSON 

Rear Entry - Slab

Church Street



Rear Entry - Basement

Nash Street



Front Elevation A



Front Elevation B



Front Elevation C



Front Elevation D

Front Entry

Internal



Front Elevation "A"



Front Elevation "B"



Front Elevation "C"



Front Elevation "D"



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

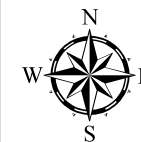
File # CIC2021-00007

Applicant: Walker Anderson Homes, LLC



Legend

- Subject Property
- Roads
- Parcels



0 30 60



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # CIC2021-00007

Applicant: Walker Anderson Homes, LLC

Legend

 Subject Property

 Roads

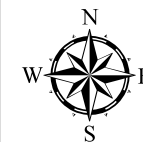
 Parcels

Zoning Districts

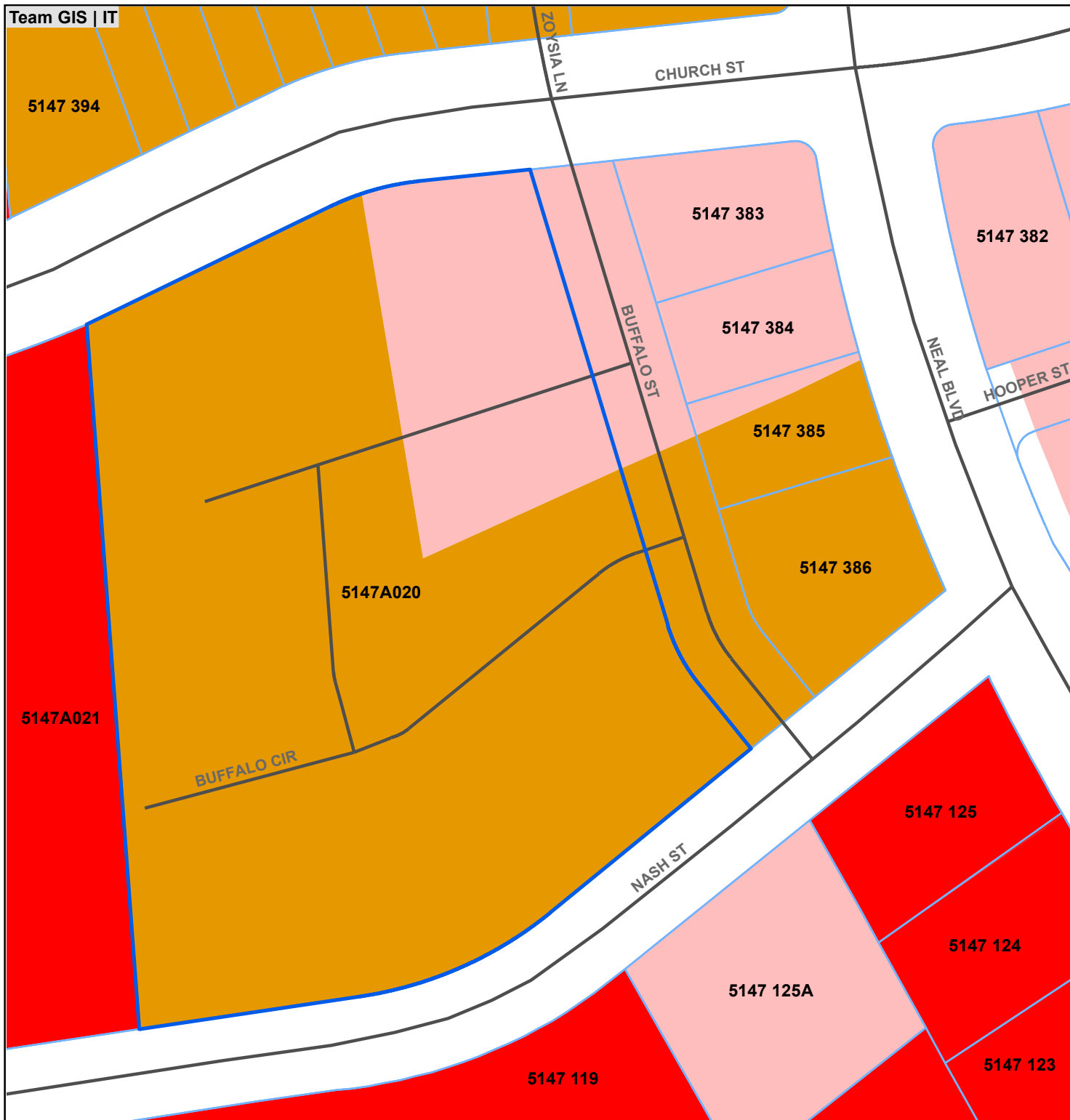
 BG General Business

 OI Office Institutional

 RM-12 General Residence



0 30 60





1.

WALKER
ANDERSON

390 BROGDON RD.,
SUWANEE, GA. 30024

DESIGNER HEREBY EXPRESSLY RESERVES HIS COPYRIGHT AND OTHER PROPERTY RIGHT IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT OF THE DESIGNER. NOR ARE THEY TO BE ASSIGNED TO ANY INTRESTS WITHOUT FIRST OBTAINING SAID WRITTEN PERMISSION AND CONSENT. DESIGN DRAWING CONTENTS SUBJECT TO ALL APPLICABLE CODES, AND APPROVAL BY A LICENSED ENGINEER AND OR ARCHITECT.

SUB-DIVISION

UNITS #

RELEASED FOR CONSTRUCTION	
REVISED	

JOB NO. NA DRAWN GC

DATE 5/3/2021 CHECKED DB

SCALE: AS NOTED APROV. DB

FRONT ELEVATION

APPROVED BY : DAVID BOWEN

DATE:

SHEET NO.

A101-4

SHEET: XX OF

Page 46









LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: PLANNING COMMISSION
AGENDA CATEGORY: NEW BUSINESS

Item: SUP2021-00044; Christopher Thomas; 533 and 543 John Connor Court

Department: Planning and Development

Date of Meeting: Wednesday, May 12, 2021

Presented By: Todd Hargrave, Planning and Development Director

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

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

Summary: The applicant requests a Special Use Permit to allow an Outdoor Storage facility for the parking of tractor-trailers and recreational vehicles.

Attachments/Exhibits:

- **SUP2021-00044 REPORT**
- **SUP2021-00044 P&D RECOMMENDED CONDITIONS**
- **SUP2021-00044 PC RECOMMENDED CONDITIONS**
- **SUP2021-00044 ATTACHMENTS**

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
SPECIAL USE REPORT

CASE NUMBER: SUP2021-00044
APPLICANT: CHRISTOPHER THOMAS
CONTACT: RICHARD THOMAS
PHONE NUMBER: 678.267.5648
LOCATION: 533 AND 543 JOHN CONNOR COURT
PARCEL ID: R5177 066 AND 5177 065
ACREAGE: 4.26
PROPOSED DEVELOPMENT: TRACTOR-TRAILER AND RECREATIONAL VEHICLE
OUTDOOR STORAGE AND PARKING

DEPARTMENT RECOMMENDATION: DENIAL

ZONING HISTORY:

In 1972, the subject property was zoned BG (General Business District). In 2005, the property was zoned LM (Light Manufacturing District).

PROJECT DATA:

The applicant requests a Special Use Permit to allow for the outdoor storage and parking of commercial vehicles (tractor and/or trailer) and recreational vehicles. The subject property contains approximately 4.26-acre parcel located along the eastern right-of-way of John Connor Court at its intersection with the northern right-of-way of Hurricane Shoals Road. The property is currently vacant and undeveloped.

The site plan indicates the proposed development would disturb approximately 3.63-acres and consist of 73 parking spaces. Two access points are shown on John Connor Court; no landscaping is indicated along the right-of-way. For Outdoor Storage in industrial zoning districts, the Zoning Ordinance strictly prohibits outdoor storage in a front yard area, requires landscaping within all setback areas, and prohibits outdoor storage from being visible from the various arterial and connectors traversing throughout the city limits; including Hurricane Shoals Road. Additionally, the site plan does not specifically address the requirements of the Development Regulations; which could include improvements to the right-of-way,

landscaping, sidewalks, and stormwater management facilities. As presented, the proposed outdoor storage facility may be too visible and unsightly for this location; and may not be consistent with the policies of the Zoning Ordinance and Development Regulations.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Community Mixed Use Character Area. Policies of this character area recognize the large-scale redevelopment opportunities are present in Lawrenceville. These are areas that could accommodate a diversity of development types and densities—including revitalized, mixed-use areas—that build on the existing industrial or commercial character. Therefore, the introduction of an Outdoor Storage facility for the parking of commercial and recreational vehicles could be considered inconsistent with the 2040 Comprehensive Plan.

The area located along this segment of Hurricane Shoals Road is developed with industrial zoning and uses, with a minor commercial component located to the south. Although the proposed development may be compatible with the antiquated policies that established the existing uses and zoning in the immediate area the proposal, if approved, would contradict the core policies created by the City Council which emphasizes land uses considered to be compatible with the vision of the City Council. The proposal, as presented could be considered to be inconsistent with the vision of the future for this segment of Hurricane Shoals Road.

In conclusion, the proposed use may be inconsistent with the policies of the 2040 Comprehensive Plan, Development Regulations, and Zoning Ordinance, which were design with a focus on the future and moving on from the past. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment

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

1. **Will the Special Use Permit allow a use that is suitable in view of the use and development of adjacent and nearby property?**

Due to the site's high visibility along Hurricane Shoals Road, the requested Special Use Permit for an Outdoor Storage facility allowing the parking of tractor-trailers and recreational vehicles may not be suitable at the proposed location.

2. **Will the Special Use Permit adversely affect the existing use or usability of adjacent or nearby property?**

3. *Adverse impacts on adjacent properties could be anticipated in the form of heavy traffic, noise/light intrusion, and a degraded visual appearance for the site. The proposed use may also compromise the City of Lawrenceville's vision for the future.*

3. **Does the property to be affected by the Special Use proposal have a reasonable economic use as currently zoned?**

The subject property has a reasonable economic use as currently zoned.

4. **Will the Special Use proposal result in use, which will or could cause excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?**

An increase in traffic, stormwater run-off, and utility demand could be anticipated from the use of the property as proposed.

5. **Is the Special Use proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?**

The 2040 Future Development Map indicates the site is located within a Community Mixed-Use Character Area. This request may be considered inconsistent with policies for this character area which promotes the relocation of heavy industrial and noxious uses and discourages activities such as that being requested.

6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the Special Use proposal?**

The request to allow the Outdoor Storage and Parking of tractor-trailers and recreational vehicles at this location may be counter to the emphasis of the city to formalize and execute the marketing and development of the City's opportunity areas.

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS

Note: The following conditions are provided as a guide should the City Council choose to approve the request.

Approval of a Special Use Permit for a tractor-trailer and recreational vehicle parking/storage lot, subject to the following enumerated conditions:

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

- A. Light industrial uses, which may include a parking/storage lot for tractor-trailers and recreational vehicles as a special use.
- B. Buildings shall be finished with architectural treatments of glass, brick, or stacked stone. Stucco may be used as an accent material. Final architectural elevations shall be subject to review and approval by the Director of Planning and Development.
- C. Outdoor parking/storage of tractor-trailers and recreational vehicles shall be allowed to encroach 25-feet into the required front yard area along John Connor Court and Hurricane Shoals Road.
- D. Outdoor Storage and Parking shall not be located within 25-feet of the right-of-way of John Connor Court and Hurricane Shoals Road.
- E. The Special Use Permit shall be limited to a period of two years, at which time the use shall cease, or an application made for renewal.

2. To abide by the following site development considerations:

- A. Natural vegetation shall remain on the property until the issuance of a development permit.
- B. Provide a 25-foot wide landscape strip and earthen berm along John Connor Court and Hurricane Shoals Road. The earthen berm and landscaping shall provide an opaque year round visual screening at a minimum height of six feet.
- C. Provide a 15-foot wide landscape strip along the eastern and western property lines and 20-foot drainage easement.
- D. Provide a solid wood fence or slatted fence at least 6-feet in height along the inside edge of the 15-foot wide landscape strip required along the eastern and western property lines and 20-foot drainage easement, except for approved access on John Connor Court. The location of a solid wood fence or slatted fence shall be subject to review and approval by the Director of Planning and Development.

- E. Landscape plantings shall include a mix of deciduous and evergreen trees and shrubs. Trees and shrubs shall be grouped and arranged to create an effective and aesthetic visual screen. The final landscape plan shall be subject to review and approval by the Director of Planning and Development.
- F. Provide a solid wood fence, masonry wall or slatted fence at least 6-feet in height along the side and rear property lines.
- G. Earthen berms, fencing, landscaping and outdoor storage parking shall not be located within a drainage easement, pipeline easement or sanitary sewer easement.
- H. The required fencing shall not contain any signage and shall be maintained in good repair at all times. All fencing and screening shall be subject to review and approval by the Director of Planning and Development.
- I. Outdoor parking/storage of tractor-trailers and recreational vehicles shall be solely within the screened parking area.
- J. Exit/entrance design and location shall be subject to review and approval of the City Engineer.
- K. Ground signage shall be limited to monument-type sign(s), and shall be subject to review and approval by the Director of Planning & Development. The sign shall include an 8 minimum two-foot-high brick base, complementing the building's architectural treatment. The brick base shall extend at least the full width of the sign cabinet, and the sign cabinet shall be fully recessed and surrounded by the same materials. Ground sign(s) shall not exceed 6 feet in height.
- L. Dumpsters shall be located within the fenced and screened parking/storage area.
- M. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- N. No tents, canopies, temporary banners, streamers, or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign walkers, and sign-twirlers shall be prohibited.
- O. Peddlers and/or parking lot sales shall be prohibited.
- P. The property owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS

Note: The following conditions are provided as a guide should the City Council choose to approve the request.

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- O. Peddlers and/or parking lot sales shall be prohibited.
- P. The property owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- Q. APPROVAL OF A SPECIAL USE PERMIT ALLOWING THE PARKING OF TRACTOR TRAILERS, RECREATIONAL VEHICLES, AND VESSELS ON A SURFACE CONSISTING OF GRAVEL.**

From: [Chris T](#)
To: [Planning & Zoning](#)
Subject: SUP202-00044 Attn: planning and development Letter of intent
Date: Wednesday, February 10, 2021 4:48:51 PM

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

----- Forwarded message -----

From: **Chris T** <crs.thom101@gmail.com>
 Date: Thu, Dec 3, 2020, 1:23 PM
 Subject: letter of intent
 To: Chris thomas <crs.thom101@gmail.com>

AAA A1 Trucking
 296 Buford Dr.
 PO Box 107
 Lawrenceville, GA 30046
AAAA1trucking@gmail.com

12/1/2020

City of Lawrenceville
 70 S Clayton St.
 PO Box 2200
 Lawrenceville, GA 30046

Dear City of Lawrenceville,

Our company here, AAA-A1 Trucking, is submitting this letter with the intent to build a useful and efficient truck-trailer and storage lot to better serve our community in regards to having an ideal perfect location for ones to store their heavy duty vehicles and or storage unit and trailers etc. Ones even with RV's-Campers, boats are also more than welcome to be stored at this prime location. Our plans for this Truck-Trailer parking and storage lot is definitely with the mindset and awareness of knowing how at times, especially the inopportune times it can be for many drivers to find such a lot to park their heavy duty vehicles at a location that isn't already occupied to full capacity.

We understand that a parking lot or car park, also known as a car lot, is a cleared area that is intended for parking vehicles. When we replace car for truck and combine that with trailer and storage, we understand and fully intend for the use of this property to be used specifically for that sole purpose. We respect and accept the liabilities that will come from this privilege.

We are willing as a company to put the time and effort along with the proper amount of resources to complete such a tall task. We accept the responsibility to complete this amazing opportunity to better our fellow drivers and community with a place to come and store their

heavy duty trucks, trailers, and etc. Thank you for your time and we hope we can make this project a reality with your help!

Sincerely,

Richard and Chris Thomas
Owner and Co-Owner of AAA A1 Trucking

BK53318 PG0495

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2015 JAN -5 PM 3:55

RICHARD ALEXANDER, CLERK

300055

PT-81 # 067-2015-000148
GWINNETT CO. GEORGIA
REAL ESTATE TRANSFER TAX
\$ 950.00
RICHARD T. ALEXANDER, JR. CLERK OF
SUPERIOR COURT

After recording, return to.
ANDERSEN, TATE & CARR, P C
1960 Satellite Boulevard, Suite 4000
Duluth, Georgia 30097
(1402 7000/TJA)

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

THIS INDENTURE, made the 5th day of January, in the year Two Thousand and Fifteen (2015), between

STEPHENS INDUSTRIES LP,
a Georgia limited partnership
(successor by name change to Stephens MDS LP, successor by name change to Stephens 316, L.P.)

as party or parties of the first part, hereinafter called Grantor, and

JOHN CONNOR COURT, LLC,
a Georgia limited liability company

as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: Grantor, for and in consideration of the sum of TEN DOLLARS (\$10 00) and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 177 of the 5th District, Gwinnett County, Georgia, and being more

0000906

8X53318 PG0496

particularly described in Exhibit "A" attached hereto and incorporated herein by this reference.

Said property is conveyed subject to those permitted title exceptions set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE.

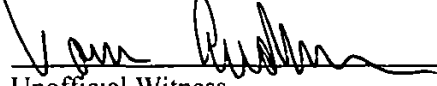
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor, but not otherwise.

[SIGNATURES BEGIN ON NEXT PAGE]

BK53318 PG0497

IN WITNESS WHEREOF, the Grantor has signed and sealed this deed, the day and year above written.

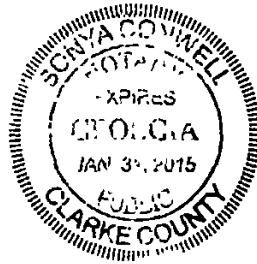
Signed, sealed and delivered
in the presence of:



Unofficial Witness

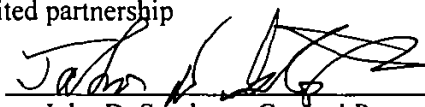


Notary Public

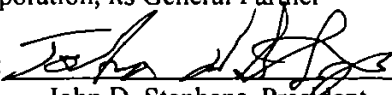


GRANTOR:

STEPHENS INDUSTRIES LP, a Georgia
limited partnership

By: 
John D. Stephens, General Partner

By: Stephens Holdings, Inc., a Georgia
corporation, its General Partner

By: 
John D. Stephens, President

BK53318 PG0498

EXHIBIT "A"
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 177 of the 5th District, Gwinnett County, Georgia and being designated as Lot 4 containing 2.279 acres and Lot 5 containing 2.000 acres according to the Final Plat for Stephens 316 Park, Unit 2, Block B dated August 20, 2008, last revised November 21, 2008 prepared by Venable & Associates, Inc. containing the seal of Christopher J. Carlan, GRLS No. 3003, and recorded in Plat Book 125, Page 45, Gwinnett County, Georgia records, which plat is hereby incorporated by reference.

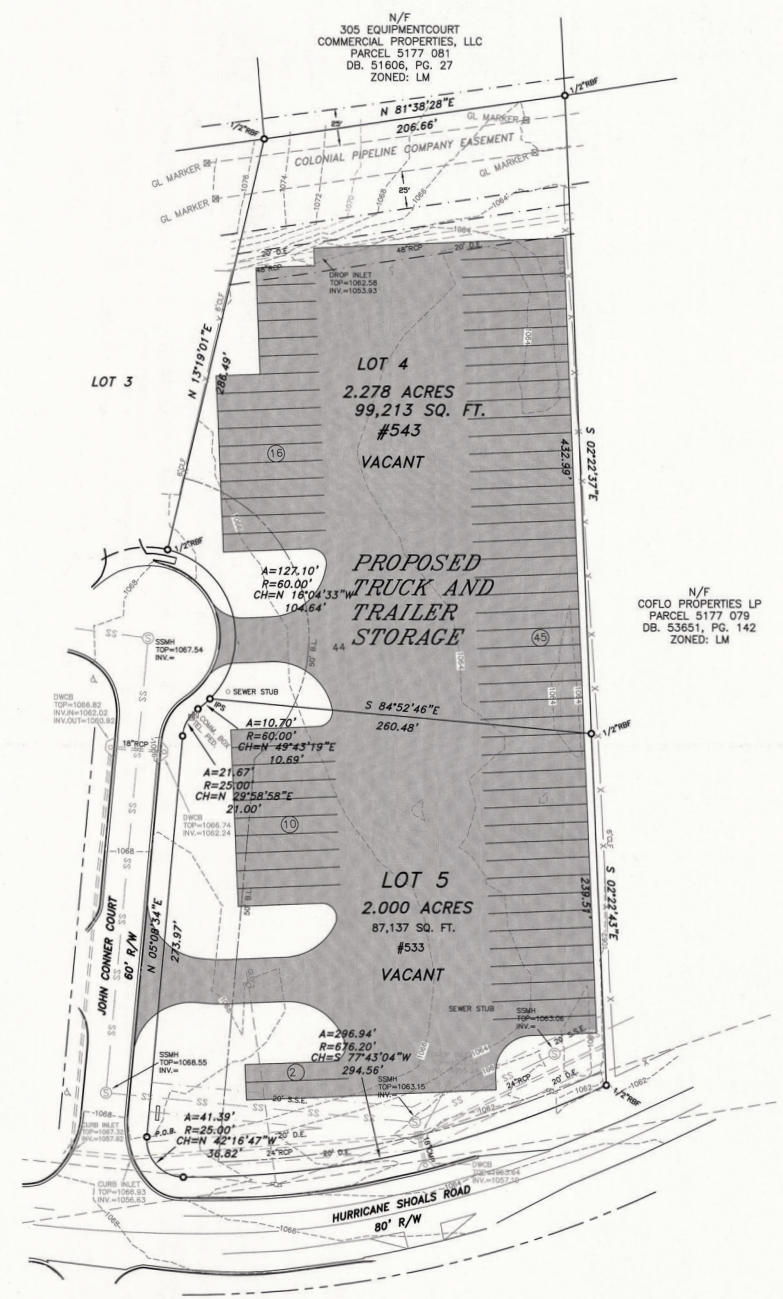
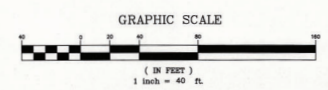
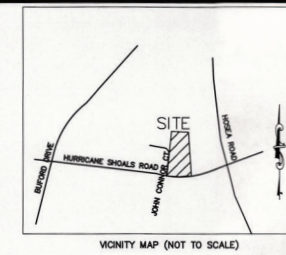


HOUSTON ENGINEERING, INC.
CONSULTING & DESIGN ENGINEERS
1404 VETERANS DRIVE, SUITE 3, CONTRA, GEORGIA 30012
PHONE (770)781-1280 FAX (770) 791-1281

Sheet Title
SIT EPLAN

AAA A-1 TRUCKING
JOHN CONNOR COURT
LAWRENCEVILLE, GEORGIA

Sheet No.
C-1



NOTES:
CURRENT OWNER: JOHN CONNOR COURT, LLC
PARCEL NO.: 5177 086 & 5177 065
CURRENT ZONING: "LM" - LIGHT MANUFACTURING
SETBACKS: FRONT - 50'
SIDE - 0' (10' ON CORNER LOTS)
REAR - 0'
MINIMUM LOT WIDTH - 50'
MAXIMUM IMPERVIOUS - 85%

Said described property is located within an area having a Zone Designation "C" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map Numbers 131350002ME, with a date of identification of 09/29/2006, for Community Number 130099, in the city of Lawrenceville, Gwinnett County, State of Georgia, which is the current Flood Insurance Rate Map for the community in which said property is situated.

LOTS 4 & 5
STEPHENS 316 PARK
UNIT 2, BLOCK "B"
PLAT BOOK 125, PAGE 45
LAND LOTS 177 5TH DISTRICT

SUP2021-00044
Received: January 15, 2021
Planning and Development Department

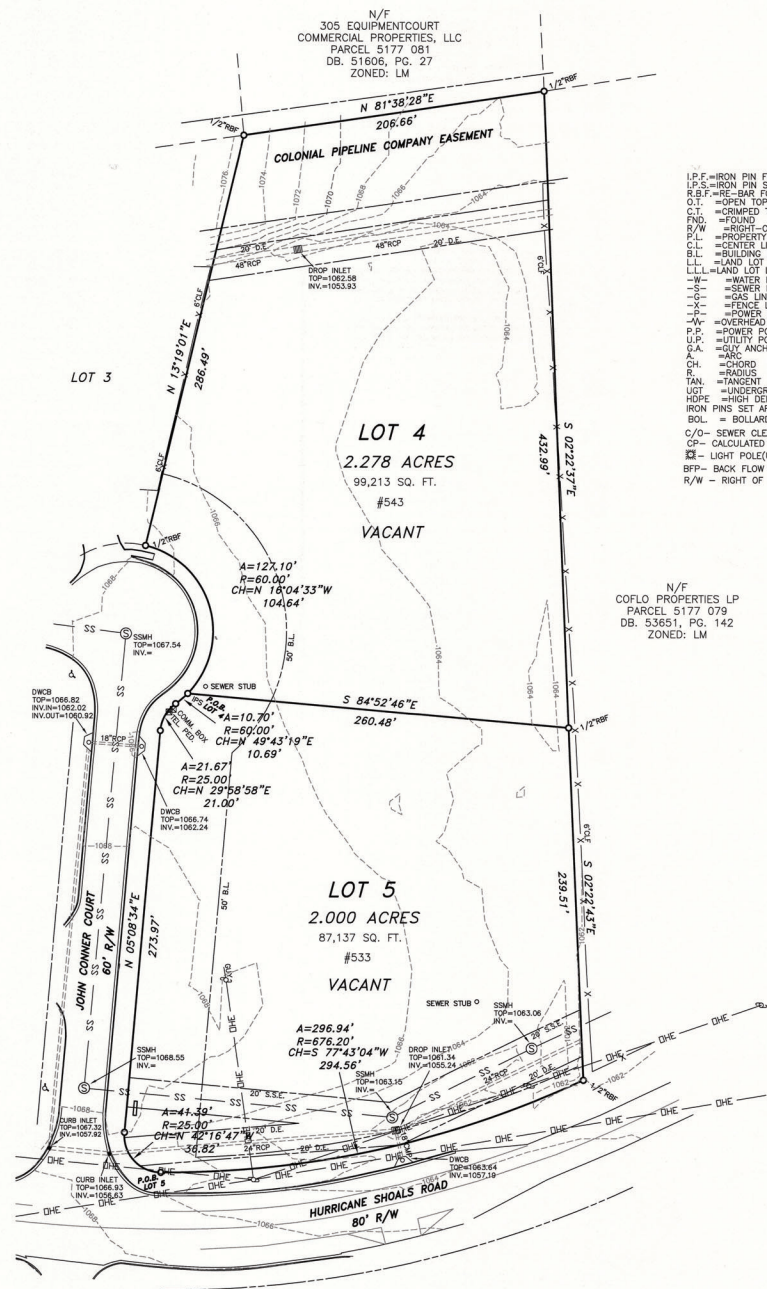
GRID NORTH
GEORGIA WEST ZONE

NOTES:
CURRENT OWNER: JOHN CONNER COURT, LLC
PARCEL NO.: 5177 066 & 5177 065
CURRENT ZONING: LM- LIGHT MANUFACTURING
SETBACKS: FRONT- 50'
SIDE- 0' (10' ON CORNER LOTS)
REAR- 0'
MINIMUM LOT WIDTH- 50'
MAXIMUM IMPERVIOUS- 85%

Said described property is located within an area having a Zone Designation "C" by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map Numbers 13135C0074E, with a date of identification of 08/29/2006 for Community Number 130028, in the city of Lawrenceville, Gwinnett County, State of Georgia, which is the current Flood Insurance Rate Map for the community in which said property is situated.

NOTES:
THE FIELD DATA USED TO CALCULATE THIS PLAT HAS A POSITIONAL TOLERANCE OF 0.07 FEET OR LESS.
TRAVERSE WAS NOT ADJUSTED
THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS WAS A SOKKA 6033 ROVER UNIT OPERATING ON THE EARL-DUDLEY RTK NETWORK WAS USED TO GATHER THE GPS DATA.
100% OF THE DATA WAS GATHERED USING GPS.
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO ONE FOOT IN 361,491 FEET.

NOTE:
ALL EASEMENTS, STRUCTURES, UTILITIES, ETC. THAT ARE UNDERGROUND ARE NOT SHOWN ON THIS PLAT. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, AND/OR HIS CONTRACTORS SHALL HEREBY DISTINGUISHLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR ANY EASEMENTS, STRUCTURES, UTILITIES, ETC. THAT ARE UNDERGROUND WHICH MAY BE ENCOUNTERED.
THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED. USE DOES NOT EXTEND TO ANY UNNAMED PARTY WITHOUT EXPRESS CONSENT BY THE SURVEYOR NAMED S&D PARTY.



- LEGEND
- I.P.F.=IRON PIN FOUND
 - I.P.S.=IRON PIN SET
 - R.B.F.=RE-BAR FOUND
 - O.T.=OPEN TOP
 - C.T.=CRIMPED TOP
 - FND.=FOUND
 - R/W.=RIGHT-OF-WAY
 - C.L.=CENTER LINE
 - B.L.=BUILDING LINE
 - L.L.=LAND LOT LINE
 - W.L.=WATER LINE
 - S.=SEWER LINE
 - G.=GAS LINE
 - F.=FENCE LINE
 - O.V.=OVERHEAD LINES
 - P.P.=POWER POLE
 - U.P.=UTILITY POLE
 - G.A.=GUY ANCHOR
 - CH.=CHORD
 - R.=RADIUS
 - TAN.=TANGENT
 - UGT.=UNDERGROUND TELECOMMUNICATIONS LINE
 - HDPE.=HIGH DENSITY POLYETHYLENE PIPE
 - IRON PINS SET ARE 1/2" RE-BARS UNLESS OTHERWISE NOTED.
 - BOL.=BOLLARD
 - C/O.=SEWER CLEAN OUT
 - CP.=CALCULATED POINT
 - ☐=LIGHT POLE(UG POWER FEED) OR SPOTLIGHT
 - BFP.=BACK FLOW PREVENTER
 - R/W.=RIGHT OF WAY
 - C.B.=CATCH BASIN
 - SWCB.=SINGLE WING CATCH BASIN
 - DWCB.=DOUBLE WING CATCH BASIN
 - J.B.=JUNCTION BOX
 - D.I.=DRAIN INLET
 - C.I.=CURB INLET
 - Y.I.=YARD INLET
 - H.W.=HEAD WALL
 - C.M.P.=CORRUGATED METAL PIPE
 - R.C.P.=REINFORCED CONCRETE PIPE
 - D.I.P.=DUCTILE IRON PIPE
 - D.E.=DRAINAGE EASEMENT
 - SSMH.=SANITARY SEWER MANHOLE
 - S.S.E.=SANITARY SEWER EASEMENT
 - F.H.=FIRE HYDRANT
 - W.V.=WATER VALVE
 - W.M.=WATER METER
 - G.V.=GAS VALVE
 - G.M.=GAS METER
 - N/O.=NOW OR FORMERLY
 - D.B.=DEED BOOK
 - F.B.=PLAT BOOK
 - P.C.=PAGE
 - C.M.F.=CONCRETE MONUMENT FOUND
 - UGP.=UNDERGROUND POWER LINE

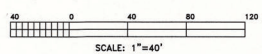
N/F
COFO. PROPERTIES LP
PARCEL 5177 079
DB. 53651, PG. 142
ZONED: LM



SURVEYOR CERTIFICATIONS
This plat is a retracement 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, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY OF 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 Engineers and Land Surveyors and as set forth in O.F.G.A. Section 15-6-67.
Grant A. Houston
GRANT A. HOUSTON GA RLS #3340
11/30/2020
DATE

HOUSTON ENGINEERING, INC.
DESIGN ENGINEERS and SURVEYORS
SINCE 1964 GHOUSTON@HOUSTON-ENGINEERING.COM

1424 VETERANS DRIVE SUITE 3
CONYERS, GEORGIA, 30012
PH (770) 483-8471
FAX (770) 761-1261
MEMBER SURVEY & MAPPING SOCIETY OF GEORGIA & N.S.P.S.



SUP2021-00044
Received: January 15, 2021
Planning and Development Department

LOTS 4 & 5
STEPHENS 316 PARK
UNIT 2, BLOCK "B"
PLAT BOOK 125, PAGE 45

BOUNDARY & TOPOGRAPHIC SURVEY FOR

AAA A-1 TRANSPORTATION

LAND LOTS 177	5TH DISTRICT
GWINNETT COUNTY	LAWRENCEVILLE, GEORGIA
SCALE 1" = 40'	DATE 11/30/2020
REVISIONS:	



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

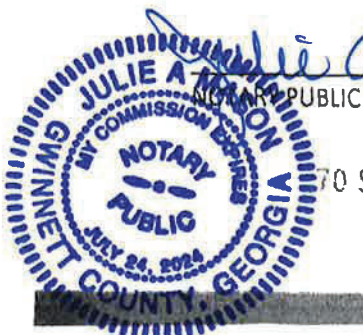
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Christopher Thomas</u>	NAME: <u>JOHN CONNOR COURT, LLC</u>
ADDRESS: <u>296 Buford Dr : PO Box 107</u>	ADDRESS: <u>305-A Equipment Court</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>678 267 5643</u>	PHONE: <u>770-338-2620</u>
CONTACT PERSON: <u>Richard Thomas</u> PHONE: <u>678 267 5643</u>	
CONTACT'S E-MAIL: <u>a a a t r u c k i n g @ g m a i l . c o m</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>LM</u> ACREAGE: <u>2/2.26</u>	
PARCEL NUMBER(S): <u>5-177-066 / 5-177-065</u>	
ADDRESS OF PROPERTY: <u>533 + 543 John Connor Court Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>Truck Trailer, Re parking lot + Storage</u>	

[Signature] 1/13/2021
SIGNATURE OF APPLICANT DATE

Christopher Thomas
TYPED OR PRINTED NAME

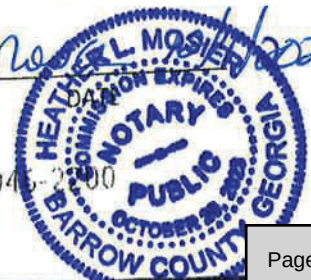
[Signature] 12/4/2020
SIGNATURE OF OWNER DATE

Scott A. Moon, manager
TYPED OR PRINTED NAME



Julie A. Mason 1-13-2021
NOTARY PUBLIC DATE

[Signature]
NOTARY PUBLIC



70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046-2200
770.963.2411 • www.lawrencevillega.org

678-267-0044



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Y/N

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

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

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

Y/N

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

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

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



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: 5 - 177 - 065
(Map Reference Number) District Land Lot Parcel

Signature of Applicant Date 12/1/20

Christopher Thomas Co-Owner
Type or Print Name and Title

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

TAX COMMISSIONER’S USE ONLY

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

Jessilyn M Shuffe TSA
NAME TITLE

1/13/21
DATE

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

SUP 2021-00044



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: 5 - 177 - 066
(Map Reference Number) District Land Lot Parcel

Signature of Applicant 12/1/20
Date

Christopher Thomas Co-Owner
Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Jessilyn MSuffe TSA
NAME TITLE
1/13/21
DATE



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

**Location Map and Surrounding Zoning
File # SUP2021-00044**

Applicant: Christopher Thomas

Legend

-  Subject Property
-  Roads
-  Parcels



0 55 110





LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

**Location Map and Surrounding Zoning
File # SUP2021-00044**

Applicant: Christopher Thomas

Legend

Subject Property

Roads

Parcels

Zoning Districts

LM Light Manufacturing



0 55 110

7012 117

5177 081

5177 060

5177 064

5177 065

5177 079

5177 062

JOHN CONNOR CT

5177 066

HURRICANE SHOALS RD

5177 001

5177 012



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Purchase of Various Police Vehicles on an Annual Contract
Department:	Fleet
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	\$600,000.00
Presented By:	Michael Rudnick, Fleet Director
Action Requested:	Award Purchase of Various Police Vehicles on an Annual Contract to low bidders Union City Chrysler Dodge Jeep Ram Fiat for Dodge vehicles, Family Ford, Inc. for Ford vehicles, and Hardy Chevrolet Buick GMC, Inc. for Chevrolet vehicles.

Summary: This contract provides for turn-key police vehicles to be delivered to the City with all lights, equipment, radios, cameras, and decals installed and ready to be put into service. It is based on a percentage below dealer invoice and final price will vary based on make, model, and equipment installed.

Fiscal Impact: Amount of \$600,00.00 based on budget approval. This contract is funded by the Capital Outlay Fund (3554900.541000).

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

Page 1 of 1

AQ007-21

Purchase of Various Police Vehicles on an Annual Contract
Fleet

	Union City Chrysler Dodge Jeep Ram Fiat	Akins Ford, LLC.	Allen Vigil Ford Lincoln	Hayes Chrysler Dodge Jeep, Inc.	Family Ford, Inc.	Hardy Chevrolet Buick GMC, Inc.
DESCRIPTION	Bid Price to Manufacturer's Dealer Invoice	Bid Price to Manufacturer's Dealer Invoice	Bid Price to Manufacturer's Dealer Invoice	Bid Price to Manufacturer's Dealer Invoice	Bid Price to Manufacturer's Dealer Invoice	Bid Price to Manufacturer's Dealer Invoice
Ford Motor Vehicles	N/B	1% below	1.5% below	N/B	6.61% below	N/B
Turn-Key Up Fitter for vehicle miscellaneous accessories	N/B	N/B	1% above	N/B	0%	N/B
Chevrolet Vehicles	N/B	N/B	N/B	N/B	N/B	5.57 % below
Turn-Key Up Fitter for vehicle miscellaneous accessories	N/B	N/B	N/B	N/B	N/B	0%
Chrysler/Dodge/Ram/Jeep	1.5% below	1% below	N/B	0%	N/B	N/B
Turn-Key Up Fitter for vehicle miscellaneous accessories	0%	N/B	N/B	9% above	N/B	N/B
Will vendor hold pricing firm? Renewal Option 1	Yes	Yes	Yes	Yes	Yes	Yes
Will vendor hold pricing firm? Renewal Option 1	Yes	Yes	Yes	Yes	Yes	Yes
Will vendor hold pricing firm? Renewal Option 1	Yes	Yes	Yes	Yes	Yes	Yes
Will vendor hold pricing firm? Renewal Option 1	Yes	Yes	Yes	Yes	Yes	Yes

Recommended vendors:

Union City Chrysler Dodge Jeep Ram Fiat
3950 Jonesboro Rd.
Union City, GA 30291
678-310-9746
jparrish@unioncityjeep.com

Family Ford, Inc.
1255 Charles Hardy Pkwy
Dallas, GA 30157
770-445-8891
aarnold@hardyautomotive.com

Hardy Chevrolet Buick GMC, Inc.
1249 Charles Hardy Pkwy
Dallas, GA 30157
770-445-9411 ext. 198
jlizano@hardyautomotive.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION MAY 12TH, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	View Point Co-Responder
Department:	Police Department
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	TBD
Presented By:	Tim Wallis, Police Chief
Action Requested:	Approval to move forward with a contractual agreement approved by Mayor and Council to partner with View Point Health Services

Summary: This request is to discuss and enter into a contractual agreement with View Point Health Services to provide licensed clinicians to assist the police department with mental health calls for service.

Background: Co-Responders will assist the Lawrenceville Police Department on the issues of mental health crises to reduce incarceration, provide necessary services and transition after a crisis conclusion, and reduce the recidivism of calls involving those having mental health issues.

Fiscal Impact: TBD

Concurrences: Executive Staff is in agreeance.

Attachments/Exhibits:

Power Point Presentation



**Project
F.I.R.S.T.
Police
Co-Responder**

May 2021



What are we proposing?

Lawrenceville Police Department (LPD) proposes to embed two (2) behavioral health clinicians into field operations to dispatch with officers on mental health crisis calls, and to ensure individuals obtain the necessary services after crisis conclusion. “Embed” means the clinician will be housed at LPD and day-to-day operations will be managed by LPD administration.

Further, rather than onboard, train and credential behavioral health clinicians, LPD is proposing to partner with View Point Health (VPH) to provide these clinicians. VPH has done this with great success in other areas of practice and with other community partners.



Variables That are Unique To The City of Lawrenceville:

- Gwinnett County Seat
- Gwinnett County Jail
- Northside GMC
- Summit Ridge
- View Point Health



Why are we doing this?

Nationally this model is referred to as “Co-Responder.” Research overwhelmingly suggests that when municipalities effectively implement a Co-Responder model both incarcerations and recidivism are significantly reduced.

The reduction ultimately allows municipalities to redirect resources.



What are we calling this?

The two main duties are around intensive response during a mental health crisis and helping individuals transition from a crisis into ongoing and needed services; therefore, this project is called...

Project F.I.R.S.T. (*For Intensive Response & Supportive Transitions*) and View Point Health staff will be referred to as FIRST Clinicians.



How much is this going to cost?

We are currently in discussion with View Point and contract negotiations have started. The benefits far outweigh the cost by saving on incarceration, repetitive emergency responses, transportation, and other judicial related expenses.

Most importantly it will help get assistance to the people that need it.



Timeline & Funding

- Goal is to have this implemented by mid-summer or early fall.
- First two years of funding could tentatively be through the American Rescue Plan
- General Funds
- Grants



LAWRENCEVILLE
GEORGIA

Questions/Comments?



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Campbell Heights Infrastructure Improvement Project
Department:	Engineering
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	\$1,300,413.40
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Award Campbell Heights Infrastructure Improvement Project to low bidder, The Dickerson Group, Inc., amount not to exceed \$1,300,413.40. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of the demolition of asphalt paving, concrete driveways, existing concrete, sidewalks, curbs & gutters, and trees. Also included are clearing & grubbing, site grading, installation of new storm drain systems, water and sewer installations, concrete work, milling, street patching, landscaping and sod installation.

Fiscal Impact: Amount not to exceed \$1,300,413.40. This project is funded by the Capital Outlay Fund (3554200-541000). Project 26-008. Gwinnett County to reimburse the City \$514,793.00.

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

PAGE 1

SB015-21

Campbell Heights Infrastructure Improvement Project
Engineering

				GS Construction, Inc.		Summit Construction & Development, LLC		The Dickerson Group, Inc	
ITEM #	DESCRIPTION	APPROX. QTY.		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Section A: Base Bids for all Streets									
1	Warranties & Bonds (for all sections)	1	LS	\$23,000.00	\$23,000.00	\$38,592.42	\$38,592.42	\$25,000.00	\$25,000.00
2	Mobilization	1	LS	\$25,000.00	\$25,000.00	\$2,000.00	\$2,000.00	\$32,500.00	\$32,500.00
3	Traffic Control – all streets	1	LS	\$25,000.00	\$25,000.00	\$89,575.00	\$89,575.00	\$15,000.00	\$15,000.00
4	Erosion Control complete - included for all phases on all streets	1	LS	\$25,000.00	\$25,000.00	\$14,987.61	\$14,987.61	\$10,000.00	\$10,000.00
5	Site Light Grading on all streets, clearing & grubbing incl. asphalt & pavement removal.	1	LS	\$25,000.00	\$25,000.00	\$112,213.00	\$112,213.00	\$71,750.00	\$71,750.00
6	Complete Demolition for all streets, existing concrete driveways, fences, tree removal inside the ROW or temporary construction easements, shrubbery, existing con.walls, all concrete, curb & gutter, storm drain, sewer & water systems, including all saw cutting etc. Including remove and replace of unsuitable soil. Including remove & replace full depth road layers.	1	LS	\$25,000.00	\$25,000.00	\$285,349.23	\$285,349.23	\$42,500.00	\$42,500.00
Section A Total				\$148,000.00		\$542,717.26		\$196,750.00	
Section B: Phillips Street									
7	Install complete, 15 “ HDPE Pipe, H 1’-10’ deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	20	LF	\$70.00	\$1,400.00	\$41.25	\$825.00	\$85.00	\$1,700.00
8	Install complete, 18 “ HDPE Pipe, H 1’-10’ deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	100	LF	\$70.00	\$7,000.00	\$66.25	\$6,625.00	\$85.00	\$8,500.00
9	Install complete, 36 “ HDPE Pipe, H 1’-10’ deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	200	LF	\$75.00	\$15,000.00	\$106.98	\$21,396.00	\$120.00	\$24,000.00
10	Install complete, 18 “ RCP Pipe, H 1’-10’ deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	48	LF	\$80.00	\$3,840.00	\$92.38	\$4,434.24	\$85.00	\$4,080.00
11	Install complete, 30 “ RCP Pipe, H 1’-10’ deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	40	LF	\$90.00	\$3,600.00	\$143.50	\$5,740.00	\$100.00	\$4,000.00

BID TABULATION

PAGE 2

12	Install complete, 36 " RCP Pipe, H 1'-10' deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	328	LF	\$100.00	\$32,800.00	\$145.25	\$47,642.00	\$130.00	\$42,640.00
13	Install complete Storm Drainage Structures - H 1'-10' deep including tie-ins	11	EA	\$6,000.00	\$66,000.00	\$4,500.00	\$49,500.00	\$4,500.00	\$49,500.00
14	Modify Storm Drainage Structures	1	EA	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00	\$2,750.00	\$2,750.00
15	Install complete Concrete Header Curb, 24", Including GAB	1400	LF	\$30.00	\$42,000.00	\$21.00	\$29,400.00	\$28.00	\$39,200.00
16	Install complete concrete 4" thick driveways, incl. mesh and min. 4" GAB – incl. MIN. 3500 PSI as per existing as per the drawings	135	SY	\$75.00	\$10,125.00	\$53.87	\$7,272.45	\$55.00	\$7,425.00
17	Install complete Concrete Flume	180	SF	\$10.00	\$1,800.00	\$32.00	\$5,760.00	\$15.00	\$2,700.00
18	Install AGGR Base CRS (GAB), Incl MAT 8" thick under pavement compacted to 98 % density as per existing as per the drawings.	40	TN	\$100.00	\$4,000.00	\$36.00	\$1,440.00	\$40.00	\$1,600.00
19	Milling Asph Conc Pvmnt, variable depth	2278	SY	\$12.00	\$27,336.00	\$7.85	\$17,882.30	\$6.00	\$13,668.00
20	Recycled Asphalt Conc. 19 mm "B" Binder (220 lb./SY/IN) SP, TP2, Blend 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	65	TN	\$175.00	\$11,375.00	\$150.00	\$9,750.00	\$175.00	\$11,375.00
21	Recycled Asphalt Conc. 9.5 mm Surface Course (138 lb./SY/IN) SP, TP2, Blend 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	195	TN	\$150.00	\$29,250.00	\$135.00	\$26,325.00	\$180.00	\$35,100.00
22	Misc. concrete work all included	1	LS	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
23	Class "B" Conc. Base or Pvmnt Widening	50	CY	\$300.00	\$15,000.00	\$250.00	\$12,500.00	\$300.00	\$15,000.00
24	Striping - 5" Double Yellow Thermoplastic	1,230	LF	\$20.00	\$24,600.00	\$1.30	\$1,599.00	\$4.00	\$4,920.00
25	Striping - 24" White Thermoplastic	12	LF	\$50.00	\$600.00	\$12.50	\$150.00	\$25.00	\$300.00
26	Reset all signs & mailboxes	1	LS	\$10,000.00	\$10,000.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00
27	Install complete 8" Dip Sanitary Sewer Main, Incl. bedding & backfill.	160	LF	\$150.00	\$24,000.00	\$220.00	\$35,200.00	\$80.00	\$12,800.00
28	Reconnect Sanitary Sewer Service	2	EA	\$2,500.00	\$5,000.00	\$3,500.00	\$7,000.00	\$2,500.00	\$5,000.00
29	Install complete sanitary sewer structures - H 1'-10' - manholes & doghouses	5	EA	\$6,000.00	\$30,000.00	\$4,485.00	\$22,425.00	\$4,500.00	\$22,500.00
30	Relocate existing Fire Hydrants	1	LS	\$10,000.00	\$10,000.00	\$2,800.00	\$2,800.00	\$1,000.00	\$1,000.00
31	Replace existing fences – all types	1	LS	\$15,000.00	\$15,000.00	\$9,758.00	\$9,758.00	\$5,000.00	\$5,000.00
32	Relocate existing water meter, including box & relocate existing 3/4 in. water service line	1	LS	\$20,000.00	\$20,000.00	\$747.50	\$747.50	\$1,500.00	\$1,500.00
33	Complete Landscaping, Permanent Grass/Sod Inc. Fert. & Mulch all areas disturb.	1	LS	\$25,000.00	\$25,000.00	\$4,687.73	\$4,687.73	\$20,000.00	\$20,000.00
Section B Total				\$451,226.00		\$343,059.22		\$343,758.00	
Section C: Sims Street									
34	Install complete, 18 " HDPE Pipe, H 1'-10' deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	220	LF	\$80.00	\$17,600.00	\$67.82	\$14,920.40	\$85.00	\$18,700.00
35	Install complete, 30 " HDPE Pipe, H 1'-10' deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	300	LF	\$90.00	\$27,000.00	\$86.75	\$26,025.00	\$100.00	\$30,000.00
36	Install complete, 18 " RCP Pipe, H 1'-10' deep w/stone bedding, backfill w/ # 57 stone up to spring elevation & compaction including, remove and replace unsuitable soil & shoring.	96	LF	\$100.00	\$9,600.00	\$76.61	\$7,354.56	\$85.00	\$8,160.00

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37	Install complete Storm Drainage Structures – H 1'-10' deep including tie-ins	1	EA	\$6,000.00	\$6,000.00	\$3,800.00	\$3,800.00	\$4,500.00	\$4,500.00
38	Install complete Outlet Control Structure including tie-ins including stone.	1	EACH	\$5,000.00	\$5,000.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00
39	Install complete 18" Flared-End Section	1	EACH	\$2,500.00	\$2,500.00	\$1,422.00	\$1,422.00	\$1,500.00	\$1,500.00
40	Install complete RIP RAP	40	TON	\$70.00	\$2,800.00	\$60.00	\$2,400.00	\$65.00	\$2,600.00
41	Install complete Concrete Header Curb, 24", Including GAB	1100	LF	\$30.00	\$33,000.00	\$21.00	\$23,100.00	\$28.00	\$30,800.00
42	Install complete concrete 4" thick driveways, incl. mesh and min. 4" GAB – incl. MIN. 3500 Psi as per existing as per the drawings	115	SY	\$75.00	\$8,625.00	\$47.78	\$5,494.70	\$55.00	\$6,325.00
43	Install AGGR BASE CRS (GAB), INCL MAT 8" thick under pavement compacted to 98 % density as per existing as per the drawings.	40	TN	\$100.00	\$4,000.00	\$35.00	\$1,400.00	\$40.00	\$1,600.00
44	Milling Asph Conc Pvmnt, Variable Depth	1277	SY	\$12.00	\$15,324.00	\$8.00	\$10,216.00	\$6.00	\$7,662.00
45	Recycled Asphalt Conc. 19 mm "B" Binder (220 lb./SY/IN) SP, TP2, Blend 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	30	TN	\$175.00	\$5,250.00	\$125.00	\$3,750.00	\$175.00	\$5,250.00
46	Recycled Asphalt Conc. 9.5 Mm Surface Course (138 Lb./Sy/In) Sp, Tp2, Blend 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	100	TN	\$150.00	\$15,000.00	\$135.00	\$13,500.00	\$180.00	\$18,000.00
47	Misc. Concrete Work all included	1	LS	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00
48	Class "B" Concrete base or pavement widening	10	CY	\$300.00	\$3,000.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00
49	STRIPING - 24" White Thermoplastic	24	LF	\$50.00	\$1,200.00	\$12.50	\$300.00	\$4.00	\$96.00
50	RESET ALL SIGNS & mailboxes	1	LS	\$5,000.00	\$5,000.00	\$747.50	\$747.50	\$1,500.00	\$1,500.00
51	Install complete 8" DIP WATER MAIN, Incl. bedding & backfill.	546	LF	\$120.00	\$65,520.00	\$92.00	\$50,232.00	\$62.00	\$33,852.00
52	Install complete 8" STUB OUT restrained plug with cap	1	EA	\$5,000.00	\$5,000.00	\$2,070.00	\$2,070.00	\$2,500.00	\$2,500.00
53	3/4" Copper water service line	50	LF	\$20.00	\$1,000.00	\$28.75	\$1,437.50	\$25.00	\$1,250.00
54	1.5" PVC Conduit for long side services	30	LF	\$30.00	\$900.00	\$17.25	\$517.50	\$18.00	\$540.00
55	RECONNECT Domestic Water Service	2	EA	\$1,000.00	\$2,000.00	\$920.00	\$1,840.00	\$500.00	\$1,000.00
56	FIRE HYDRANT Assembly	2	EA	\$4,500.00	\$9,000.00	\$4,370.00	\$8,740.00	\$4,500.00	\$9,000.00
57	12"x8" Tapping Sleeve & Valve with Box	1	EA	\$7,500.00	\$7,500.00	\$5,175.00	\$5,175.00	\$6,000.00	\$6,000.00
58	8" GATE VALVE with Box	1	EA	\$1,800.00	\$1,800.00	\$2,185.00	\$2,185.00	\$1,800.00	\$1,800.00
59	8" x 8" Tee	1	EA	\$800.00	\$800.00	\$86.25	\$86.25	\$500.00	\$500.00
60	8" Plug	1	EA	\$5,000.00	\$5,000.00	\$86.25	\$86.25	\$3,500.00	\$3,500.00
61	6" Plug	2	EA	\$3,500.00	\$7,000.00	\$74.75	\$149.50	\$3,000.00	\$6,000.00
62	8" DIP SANITARY Sewer Main, Incl. bedding & backfill.	585	LF	\$150.00	\$87,750.00	\$220.00	\$128,700.00	\$98.50	\$57,622.50
63	Reconnect Sanitary Sewer Service	7	EA	\$2,500.00	\$17,500.00	\$2,070.00	\$14,490.00	\$1,250.00	\$8,750.00
64	Sanitary Sewer Structures- Manhole	2	EA	\$7,500.00	\$15,000.00	\$4,370.00	\$8,740.00	\$4,500.00	\$9,000.00
65	Relocate existing water meter, including box & relocate existing 3/4 in. water service line	1	LS	\$5,000.00	\$5,000.00	\$747.50	\$747.50	\$1,500.00	\$1,500.00
66	Complete Landscaping, Permanent Grass/Sod Inc. Fert. & mulch all areas disturb.	1	LS	\$15,000.00	\$15,000.00	\$16,186.40	\$16,186.40	\$20,000.00	\$20,000.00
Section C Total				\$421,669.00		\$369,613.06		\$312,507.50	
Section D: Campbell Street									
67	12" RCP - Driveway culvert replacement	85	LF	\$80.00	\$6,800.00	\$43.00	\$3,655.00	\$85.00	\$7,225.00
68	8" DIP Water Main, Incl. bedding & backfill.	905	LF	\$120.00	\$108,600.00	\$92.00	\$83,260.00	\$62.00	\$56,110.00
69	3" PVC Domestic water service	10	LF	\$40.00	\$400.00	\$115.00	\$1,150.00	\$150.00	\$1,500.00
70	3/4" Copper Domestic water service	330	LF	\$20.00	\$6,600.00	\$17.25	\$5,692.50	\$25.00	\$8,250.00
71	1.5" PVC Conduit for long side services	280	LF	\$25.00	\$7,000.00	\$11.50	\$3,220.00	\$18.00	\$5,040.00

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73	Fire Hydrant Assembly	3	EA	\$4,500.00	\$13,500.00	\$4,370.00	\$13,110.00	\$4,500.00	\$13,500.00
74	8" Gate Valve	5	EA	\$1,800.00	\$9,000.00	\$2,070.00	\$10,350.00	\$1,800.00	\$9,000.00
75	3" Gate Valve	1	EA	\$1,500.00	\$1,500.00	\$920.00	\$920.00	\$925.00	\$925.00
76	8"x8" Tee	1	EA	\$800.00	\$800.00	\$86.25	\$86.25	\$500.00	\$500.00
77	8"x3" Tee	1	EA	\$700.00	\$700.00	\$86.25	\$86.25	\$500.00	\$500.00
78	8" DIP Sanitary Sewer Main, Incl. bedding & backfill.	560	LF	\$150.00	\$84,000.00	\$220.00	\$123,200.00	\$98.50	\$55,160.00
79	Reconnect Sanitary Sewer Service	14	EA	\$1,500.00	\$21,000.00	\$2,070.00	\$28,980.00	\$1,250.00	\$17,500.00
80	Sanitary Sewer Structures- Manhole	3	EA	\$6,000.00	\$18,000.00	\$4,370.00	\$13,110.00	\$4,500.00	\$13,500.00
81	Milling - asphalt conc. pvm. variable depth	2060	SY	\$12.00	\$24,720.00	\$8.75	\$18,025.00	\$6.00	\$12,360.00
82	Recycled Asphalt conc. 19 mm "B" Binder (220 lb./SY/IN) SP, TP2, Blend 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	30	TN	\$175.00	\$5,250.00	\$125.00	\$3,750.00	\$175.00	\$5,250.00
83	Recycled Asphalt conc. 9.5 mm Surface Course (138 lb./SY/IN) SP, TP2, Blend 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	150	TN	\$150.00	\$22,500.00	\$130.00	\$19,500.00	\$180.00	\$27,000.00
Section D Total				\$343,970.00		\$340,802.50		\$241,820.00	
Section E: Brooks Street									
84	8" DIP Sanitary Sewer Main, Incl. bedding & backfill.	501	LF	\$150.00	\$75,150.00	\$220.00	\$110,220.00	\$98.50	\$49,348.50
85	Reconnect Sanitary Sewer Service	6	EA	\$1,500.00	\$9,000.00	\$2,070.00	\$12,420.00	\$1,250.00	\$7,500.00
86	Construct complete sanitary Sewer Structures- Manhole	1	EA	\$6,000.00	\$6,000.00	\$4,370.00	\$4,370.00	\$4,500.00	\$4,500.00
87	Milling - asphalt conc. pvm. variable depth	1060	SY	\$20.00	\$21,200.00	\$10.00	\$10,600.00	\$6.00	\$6,360.00
88	Recycled Asphalt conc. 19 mm "B" Binder (220 lb./SY/IN) SP, TP2, Blend 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	30	TN	\$175.00	\$5,250.00	\$125.00	\$3,750.00	\$175.00	\$5,250.00
89	Recycled Asphalt conc. 9.5 mm Surface Course (138 lb./SY/IN) SP, TP2, Blend 1 Incl. Bitumen. Mat., H Lime & Tack Coat.	80	TN	\$150.00	\$12,000.00	\$130.00	\$10,400.00	\$180.00	\$14,400.00
Section E Total				\$128,600.00		\$151,760.00		\$87,358.50	
TOTAL-Section A				\$148,000.00		\$542,717.26		\$196,750.00	
TOTAL-Section B				\$451,226.00		\$343,059.22		\$343,758.00	
TOTAL-Section C				\$421,669.00		\$369,613.06		\$312,507.50	
TOTAL-Section D				\$343,970.00		\$340,802.50		\$241,820.00	
TOTAL-Section E				\$128,600.00		\$151,760.00		\$87,358.50	
SUBTOTAL				\$1,493,465.00		\$1,747,952.04		\$1,182,194.00	
10% Contingencies - Subtotal times 10% (If left blank City will automatically calculate 10% of the Subtotal)				\$149,346.50		\$174,795.20		\$118,219.40	
TOTAL (subtotal plus contingencies)				\$1,642,811.50		\$1,922,747.24		\$1,300,413.40	

Recommended Vendor:

The Dickerson Group, Inc.
871 Old Peachtree Road
Lawrenceville, GA 30043
770-513-4558

jason.freeland@dickersongroup.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

Item:	Agreement for Right-of-Way Dining on Crogan Street
Department:	City Manager
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	\$90,310.00
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve applications and agreements with D'Floridian and Oyster Bay Restaurants for the installation of a patio area along Crogan Street and waive the 50% match.

Summary: The success of the new dining patio area along Perry Street has encouraged the request for additional patio areas along Crogan Street. This is a request to approve agreements for the installation of a dining patio area in front of D'Foridian and Oyster Bay on a reimbursement basis. The City plans to use American Rescue Plan (ARP) funds to reimburse the costs associated with this project.

Fiscal Impact: \$90,310.00 use of American Rescue Plan (ARP) funds

Attachments/Exhibits: Patio Plan and Application Agreement ROW Dining



Application and Agreement for Outdoor Right-of-Way Restaurant Operations License

SECTION 1. RESTAURANT INFORMATION

Restaurant Name: _____
Address: _____ City: _____ Zip: _____
Phone: _____

SECTION 2. 24-HOUR CONTACT

Primary Contact's Name: _____ Email: _____
Primary Contact's Signature: _____ Phone: _____
Secondary Contact's Name: _____ Email: _____
Secondary Contact's Signature: _____ Phone: _____

SECTION 3. LIABILITY AND ACCEPTANCE OF TERMS AND CONDITIONS

I understand that certain risks are inherent in activities in which my customers will participate in the Right-of-Way, and I fully accept those risks. These risks may include but are not limited to injury to person and/or property, disease, other threat of physical harm, and damage to or theft of personal property. I understand that there may be a great variety of other risks not known or reasonably foreseeable. I acknowledge that the City of Lawrenceville is not responsible for any harm that might occur.

I understand and agree that the City of Lawrenceville does not provide insurance to cover physical injury of customers or damage to or theft of personal property. I agree to carry General Liability Insurance in accordance with the Terms and Conditions attached hereto.

I acknowledge that I have read all State guidelines for the operations of outdoor dining and agree to comply with applicable guidelines/requirements. I acknowledge that I have read the Terms and Conditions of the Outdoor Right-of-Way Restaurant Operations License and I agree to comply with and to be bound by said Terms and Conditions, including all indemnification provisions. I agree that I have the right and ability to bind the above-named restaurant to all provisions of this Agreement and hereby acknowledge that said restaurant and its corporate entity are so bound.

Signature: _____
Date (MM-DD-YY): _____

SECTION 4. SUBMITTAL CHECKLIST

- ☐ 24-Hour Contact Information
- ☐ Site Plan: Provide accurate, dimensioned, scaled drawing showing the business storefront, storefronts adjacent to the business, and the full sidewalk, street, and/or parking area proposed to be used for outdoor dining.
 - Table and seating layout of the outdoor area as well as the layout of the indoor dining area.
 - Indicate all temporary lighting, heaters, umbrellas, barriers (must not be affixed or inserted into the ground or attached to any public utilities) proposed.
 - Indicate Americans with Disability Act (ADA) accessible paths
- ☐ Proof of General Liability Insurance with City named as Additional Insured
- ☐ Copy of City of Lawrenceville Business License
- ☐ If applicable, a copy of the Alcohol License.

SECTION 5. OFFICE USE ONLY

Date Received: _____ Received by: _____
Approved by: _____
Public Works: _____ Planning & Development: _____
Engineering: _____ Environmental Health: _____



Terms and Conditions

1. A License Application Fee in the amount of \$100.00 shall be paid to the City of Lawrenceville at the time the application is submitted to the City.
2. General Liability Insurance with a minimum per occurrence amount of 1 Million Dollars shall be maintained during any time that this License Agreement is in effect. Said policy shall cover and apply to the Outdoor Dining Area shown on the Site Plan attached to this Application and Agreement ("Outdoor Dining Area"). The City of Lawrenceville shall be named as an additional insured on said policy and a certificate of insurance shall be provided to the City prior to starting operations and use of the Outdoor Dining Area.
3. The License granted by this Agreement shall give the Restaurant(s) the right to control use of the Outdoor Dining Area. The Restaurant may post signage, subject to approval by the City, informing the public of its right to control access to the Outdoor Dining Area. The Restaurant shall be responsible for enforcement of the use of the Outdoor Dining Area and not the City.
4. The Outdoor Dining Area shall be considered part of the premises of the Restaurant(s) for the purposes of any alcohol license issued by the City of Lawrenceville. Patrons shall not be permitted to leave the Outdoor Dining Area with alcohol, unless the removal of said alcohol is in strict compliance with the ordinances of the City of Lawrenceville and Georgia Law.
5. The Restaurant shall be responsible for cleaning the Outdoor Dining Area. This includes making sure that all trash and debris is properly disposed of and that no trash or debris is permitted to leave the Outdoor Dining Area without being picked up. Trash and debris from this area shall not be permitted to become litter on the streets, sidewalks and surrounding areas.
6. The Restaurant shall be responsible for maintenance and repair of the physical structure of the Outdoor Dining Area in compliance with City and State codes and requirements.
7. This License shall be valid for 1 year from the date of issuance. The City may revoke this License upon thirty (30) days written notice to the Restaurant for failure to comply with the terms and conditions of this Agreement as well as conditions of all required licenses. The Restaurant may apply for renewal of License 60 days before expiration of current license. A renewal fee as determined by the City Manager at the time of renewal shall be applicable.
8. The Restaurant agrees to protect, defend, indemnify, and hold harmless the City, its Mayor, City Council members, officers, agents and employees from and against any and all liability, damages, claims, suits, liens, expenses, and judgments, for whatever nature, including claims for contribution and/or indemnification, for injuries to or death of any person or persons, or damage to the property or other rights of any person or persons. The Restaurant further agrees to protect, defend, indemnify, and hold harmless the City, its Mayor, City Council members, officers, agents, and employees from and against any and all claims or liability for compensation under the Worker's Compensation Act arising out of injuries sustained by any employee of the Restaurant.
9. The Restaurant and City acknowledge and agree that the Terms and Conditions may be updated by the City from time to time. The City shall provide Restaurant with thirty (30) days written notice of a change to the Terms and Conditions, unless said change is deemed an emergency in which case the City shall provide Restaurant with five (5) business days written notice of the change.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION
AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Extension of an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020
Department:	City Manager
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	\$2,400,000.00 loan extended until December 31, 2021
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the extension of the due date for a hotel loan originally approved August 12, 2020

Summary: The City entered into an Intergovernmental Agreement with the Downtown Development Authority on August 12, 2020 to provide a loan of \$2,400,000.00 to bridge a gap between the completion of the parking deck under construction within the City and the start of hotel construction by RIO Lawrenceville, LLC. This will extend the due date for this loan until December 31, 2021.

Fiscal Impact: Loan of \$2,400,000.00 with an interest rate of no less than 6% to be paid in full on or before December 31, 2021.

Attachments/Exhibits: IGA – DDA Hotel Loan Due Date Extension

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Hotel Loan

This FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (“IGA AMENDMENT”) is made and entered into as of the ____ day of _____, 2021, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

W I T N E S S E T H:

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

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

WHEREAS, the City and the DDA did enter into an Intergovernmental Agreement dated August 17, 2020 (Hotel Loan IGA) which authorized the transfer of certain funds to the DDA subject to certain terms and conditions, which funds were used by the DDA for a loan to finance a redevelopment project; and

WHEREAS, the DDA loaned the funds transferred by the City under the Hotel Loan IGA in accordance with the terms of the Hotel Loan IGA and now desire to modify the terms of the loan in a manner that would be inconsistent with the terms of the Hotel Loan IGA

NOW, THEREFORE, for and in consideration of \$10.00 (Ten Dollars) in hand paid and for the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA do hereby agree as follows:

The Hotel Loan IGA is hereby modified by deleting Paragraph 1 of the Hotel Loan IGA and replacing it with the following:

1. The City has transferred to the DDA the amount of Two Million Four Hundred Thousand Dollars (\$2,400,000.00) which was used to finance a loan from the DDA to RIO Lawrenceville, LLC to assist in the construction of a parking deck and infrastructure for a hotel to be developed in the City of Lawrenceville. The original loan earned interest at a rate of no less than three per cent (3%) per annum, and was

due and payable in full on or before June 30, 2021. The DDA is authorized to modify the terms of the original loan as the DDA determines is appropriate provided that any extension of the original loan shall earn interest at a rate of not less than six percent (6%) per annum and that the entire principal and interest on the loan shall be due no later than December 31, 2021. The DDA shall require such security, guaranties, or collateral as it deems appropriate to secure repayment of the loan.

All other provisions of the Hotel Loan IGA shall remain in full force and effect.

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R.. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: November Election Update and Discussion

Department: City Clerk

Date of Meeting: Wednesday, May 12, 2021

Fiscal Impact: TBD

Presented By: Karen Pierce, City Clerk

Action Requested: No Action Required

Attachments/Exhibits:

May 2021 Election Update



Office of
Karen Pierce
City Clerk

TO: Mayor and Council
FROM: Karen Pierce, City Clerk/Election Superintendent
DATE: May 2021
SUBJECT: Election 2021 Equipment

The November City election is approaching and we are evaluating equipment to use during advanced voting and on Election Day. In the past, we have used our own equipment but those machines have now been decommissioned by the State because of litigation and a judicial ruling. Moving forward we are planning to enter into an intergovernmental agreement with Gwinnett County to borrow equipment and request support services from Dominion Voting Systems who was awarded the contract by the State of Georgia.

The passing of SB 202 has resulted in several changes to election processes. In evaluating the equipment, we plan to borrow scanners for use in advanced and Election Day operations. The setup of the scanning system is much less cumbersome and time-consuming than using the touchscreen system that is available. The cost of support and supplies will be less as well with the use of only the scanner system although some increase cost will be seen as a result of SB 202. We believe that the use of the scanner system will help to ensure voter confidence and transparency.

While we are still evaluating all of the election changes during the legislative session we feel this is the best option for us at this time.



Elections 101: About Dominion Voting Systems

“Voting system software is not a single point of failure [in elections] and such systems are subject to multiple audits to ensure accuracy and reliability.”

– U.S. Dept. of Homeland Security Cybersecurity Infrastructure Security Agency (CISA)



Testing & Certification

- Voting systems are designed & certified by the U.S. government to be closed systems that do not rely on Internet connectivity for use.
- Dominion designs & builds its own software code. It does not use code from other companies. The company has no ties to any other voting system provider.
- All systems & software components are submitted to federally-accredited, third-party test labs, which perform complete code reviews on all systems certified by the U.S. Election Assistance Commission & also by states.



Chain of Custody

- Elections are run by state & local governments. Votes are cast & counted in the U.S. All voting machines and election records are kept in custody by election officials.
- The state tests & certifies each voting system, then hands it off to the county level. No company can gain unauthorized access to a voting system. Remote access does not exist.
- Once the system software is certified, any changes require a new round of testing & acceptance by election authorities.



Additional Safeguards

- Voters & political party observers can fully witness every step of the voting process, including pre-election voting system testing, polling place operations & post-election auditing/canvassing.
- Post-election canvassing allows election officials to identify & resolve discrepancies with unofficial results, validate vote counts & ensure the completeness/accuracy of vote totals for certification.
- Dominion systems produce paper records for 100% auditability.



PAPER BALLOTS 2020

- Dominion Voting Systems in Arizona, Georgia, Michigan, Nevada, Pennsylvania and many other states use PAPER BALLOTS & PAPER RECORDS, which allow for reliable audits & recounts. No inconsistencies have been found in any state. The proof is in the PAPER.

Get the facts about Dominion & Election 2020. Visit: www.dominionvoting.com.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: 2021 Municipal Election Intergovernmental Agreement with Gwinnett County for use of Voting Machines

Department: City Clerk

Date of Meeting: Wednesday, May 12, 2021

Fiscal Impact: TBD

Presented By: Karen Pierce, City Clerk

Action Requested: Approve IGA with Gwinnett County for use of election equipment for the 2021 Municipal Election and authorize the Mayor to execute the agreement upon review and approval of the City Attorney.

Attachments/Exhibits:
Municipal Election IGA

STATE OF GEORGIA

COUNTY OF GWINNETT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF _____ AND THE
GWINNETT COUNTY BOARD OF VOTER REGISTRATIONS AND ELECTIONS FOR USE OF
ELECTION EQUIPMENT

THIS AGREEMENT entered into between the City of _____, Georgia, a Municipal Corporation, lying within the County of Gwinnett, Georgia, hereinafter referred to as "City" and the Gwinnett County Board of Registrations and Elections, hereinafter referred to as "Board."

WITNESSETH

WHEREAS, the Georgia General Assembly created the Gwinnett County Board of Registrations and Elections having jurisdiction over the conduct of primaries and elections (1988 Ga. Laws, p. 4296, as amended), and provided that the Board was empowered with all the powers and duties relating to the conduct of elections and registration of voters as election superintendent and board of registrars pursuant to the provisions of Title 21 of the Official Code of Georgia; and

WHEREAS, pursuant to 1988 Ga. Laws, p. 4296, as amended, the Board has the authority to contract with any municipal corporation located within Gwinnett County for the holding by the Board of any primary or election to be conducted within the municipal corporation; and

WHEREAS, recommended guidelines of the Secretary of State concerning municipal use of election equipment recommend that cities and counties enter into intergovernmental agreements outlining the responsibilities and obligations of the election superintendent of the city and the election superintendent of the county; and

WHEREAS, the City and the Board, in the performance of their electoral functions, desire to enter into this contract outlining the duties and obligations of each party to this Agreement in the conduct of any 2021 Municipal Elections for the citizens of the City (hereinafter referred to as the "City Election") as hereinafter described; and

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows:

(1) Conduct of City Election

This Agreement shall govern the use of the Board's Election Equipment by the City for the Election in the City of _____. It is the intent of the parties that the use of

the Election Equipment in conduct of the City Election shall be in compliance with all applicable federal, state and local legal requirements.

(2) Term of Agreement

The duties and obligations to be performed pursuant to this Agreement shall commence on _____, 2021 and end on December 31, 2021.

(3) Duties and Responsibilities

As used in this subsection the term "City" shall be construed to include the City's designee, agent, or authorized representative. The term "Board" shall be construed to include the Board's designee, agent, or authorized representative.

(a) City

1. The City will be responsible for ordering any and all ballots from its vendor.
2. The City will be responsible for contracting with State approved vendors for programming election equipment and creating Absentee by mail ballots, Provisional voting ballots, Challenge voting ballots and Election Day voting and Advance in person voting.
3. The City will be responsible for obtaining all material forms for the conduct of the election from the Secretary of State's Election Division.
4. The City will be responsible for complying with any and all bilingual election requirements in accordance § 203 of the Voting Rights Act including but not limited to translation and dissemination of election-related materials, Spanish language assistance, and appropriate election/poll official training.
5. The City shall provide the Board with a written request indicating specifically the number of Ballot Marking Devices (hereinafter referred to as BMDs), if any, that the City needs to borrow, as soon as possible, but no less than 60 days prior to election date.
6. The City shall provide the Board with a written request indicating specifically the number of Optical Scanners (hereinafter referred to as "OS Units") for use in scanning and tabulation of absentee, challenge, advance in person and provisionally voted ballots.
7. The City shall mark voters on the paper Electors List that is provided by the Board.
8. The City may use a Ballot Marking Device for ballot marking purposes.
9. The City may use printers to print ballots created by the Ballot Marking Device.
10. The City may use optical scanners to scan the printed ballot generated from the printer and created by the Ballot Marking Device
11. The City will be responsible for purchasing specialized security ballot paper from state approved vendor, if BMDs are used for ballot marking purposes.
12. The City will be responsible for and will conduct its own Logic and Accuracy Testing on all equipment.
13. The City will be responsible for hiring and training its own poll officials.

- 14. The City will be responsible for any training of its staff through _____ and/or the Secretary of State's Office.
- 15. The City will be responsible for conducting all aspects of the City Election.
- 16. The City will be responsible for certifying its own election results using the tapes printed from the scanners.

(b) Board and/or Elections Supervisor

- 1. The Board shall provide the City with a paper Electors List to be used for marking voters.
- 2. The Board shall provide the City with the specified number of BMD's and/or OS units and peripheral items as requested.

(c) The Board and the City agree to mutually discuss and schedule dates and times for the City to pick-up the requested equipment. The Board and the City further agree to mutually set a date and time the City will return the requested equipment to the Board.

(4) Costs

Any and all costs associated with the conduct of the City Election shall be the responsibility of the City.

(5) Legal Responsibilities

To the extent permitted under Georgia Law, the City shall be solely responsible for any liability resulting from any claims or litigation arising from or pertaining to the City Election. In the event that any of the equipment and/or components become damaged, corrupted, or no longer usable due to the City's use of such equipment and/or components, the City agrees that it will reimburse the County's replacement costs.

(6) Miscellaneous

- (a) The terms of this Agreement shall not be altered, amended, or modified except in writing signed by duly authorized officers or representatives of the parties.
- (b) This Agreement shall be construed under the laws of the State of Georgia.
- (c) If any paragraph, subparagraph, sentence, clause, phrase, or any portion of this Agreement shall be declared invalid or unconstitutional by any court of competent jurisdiction, such invalidity shall not be construed to affect the portions of this Agreement not held to be invalid.
- (d) Any notice of communications hereunder shall be in writing, addressed as follows:

City: _____

Board: Kelvin Williams, Assistant Elections Supervisor
455 Grayson Highway Suite 200
Lawrenceville, GA 30046
kelvin.williams@gwinnettcountry.com

- (e) This Agreement shall be exclusively for the benefit of the City and the Board and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.
- (f) The performance of either party hereunder shall be excused if such party is reasonably precluded from performance by the occurrence of an Uncontrollable Circumstance, which shall be defined as follows: Any act, event, or condition, or any combination thereof, that is beyond the reasonable control of the party relying on the same and that materially interferes with the performance of the party's obligations, to include, but not be limited to, (a) acts of God; (b) fire, flood, hurricane, tornado, and earthquakes; (c) the failure of any utility provider to provide and maintain utility services through no fault of the party; and (d) the preemption, confiscation, diversion, destruction, or other interference in possession or performance or supply of materials or services, by or on behalf of, or with the authority of, a governmental body in connection with a declared or asserted public emergency by an entity other than one of the parties.
- (g) Each of the individuals who execute this Agreement agrees and represents that he or she is authorized to execute this Agreement on behalf of the respective party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2021.

City of _____:

By: _____, Mayor

Attest:

City Clerk, Seal

Gwinnett County Board of Registrations and Elections:

By: Alice O' Lenick, Chair

Attest:

Kristi L. Royston, Elections Supervisor



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Subrecipient Agreement with Gwinnett County for Use of Community Development Block Grant Funds (CDBG) for Paper Mill Road Improvements
Department:	City Manager
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	TBD
Presented By:	
Action Requested:	Approve Subrecipient Agreement with Gwinnett County for Use of Community Development Block Grant Funds (CDBG) for Paper Mill Road and authorize the Mayor to execute the documents subject to review and approval of the City Attorney.

Attachments/Exhibits:

Subrecipient Agreement

STATE OF GEORGIA
COUNTY OF GWINNETT

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)
Infrastructure Improvements: Paper Mill Road Improvements

Between

GWINNETT COUNTY *and*
City of Lawrenceville, Georgia

Federal Fiscal Year 2021 Funds

SUBRECIPIENT AGREEMENT FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
CFDA # 14.218
BETWEEN
GWINNETT COUNTY, GEORGIA
AND
City of Lawrenceville, Georgia
PO Box 2200, 70 S. Clayton St
Lawrenceville, GA 30046

THIS AGREEMENT, made and entered into on the 1st day of January 2021, by and between Gwinnett County, a political subdivision of the State of Georgia acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and **City of Lawrenceville, Georgia** a CDBG subrecipient organization (either a participating municipality in the Gwinnett County Urban County CDBG Program, a quasi-local government agency, a local housing authority, or a private non-profit organization), hereinafter referred to as the "Subrecipient," located within the confines of the Gwinnett County, Georgia, and/or serving CDBG-eligible residents of Gwinnett County; The approval of the award of CDBG funds included in this Agreement by the County occurred on the **17th day of November, 2021** and represents a subaward of federal funds, as defined in 2 CFR 200.92.

WITNESSETH:

WHEREAS, Gwinnett County has received an **FFY 2021** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, 185000, from FFY 2021 CDBG funds has been awarded to the Subrecipient; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Services provided in Exhibit 2; with any amendments to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, if applicable; and with the applicable and non-applicable regulations included in Exhibit 6.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** - The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of this Agreement, which activities the Gwinnett County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than **6/30/2022**.
2. A. **Uniform Administrative Requirements** - The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and in all sections of 2 CFR 200, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments. Special attention should be paid to 2 CFR 200, as it supersedes and streamlines into one document the requirements previously contained in OMB Circulars A-21, A-50, A-87, A-102, A-110, A-122, A-133, and in 24 CFR 84 and 24 CFR 85. The requirements in 2 CFR 200 applies to all federal funds award by the County after December 26, 2014, which includes all FFY 2020 CDBG funds awarded through this Agreement.

B. **Other Program Requirements** - The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 - 570.614, as applicable to the Subrecipient's activity(s).

3. **Procurement** - The Subrecipient shall be responsible for the procurement of all supplies, equipment, services, and construction necessary for the implementation of its activity(s). Procurement shall be carried out in accordance with 2 CFR 200 Part 200.317 - 200.326, the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [2 CFR 200, as applicable, and 24 CFR 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Subrecipient Agreement shall be returned to the County for signature by the Chairman of the Gwinnett County Board of Commissioners.

The Subrecipient shall prepare or cause to be prepared, all advertisements, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to ensure compliance with the described procurement requirements.

4. **Property Acquisition and Relocation Services** - The Subrecipient shall be responsible for carrying out the acquisition of all real property necessary for the implementation of the activity(s), if applicable. The Subrecipient shall conduct all such acquisitions in its name and shall hold title to all properties purchased, [except in such cases as with long term leases (minimum term of 15 years)]. Lease requirements are addressed in Section 18 of this Agreement. The Subrecipient shall be responsible for the preparation of all notices, appraisals, and documentation required in conducting acquisitions under the latest applicable regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 and the CDBG Program. The Subrecipient shall also be responsible for providing all relocation notices, counseling, and services required by said regulations. Should the Subrecipient find it necessary to change the use of or dispose of the property acquired with CDBG funding; the requirements of 24 CFR Part 570.505 governing change of use and property disposition shall apply. Such a change in use may also require an amendment to this Agreement, including changes in Exhibits 2, 3, 4, 5, or 6.
5. **"Force Account" Work** - The Subrecipient (limited to participating municipalities) may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County using CDBG funds, based upon submission of a proper and acceptable invoice(s) and documentation of all costs - as prescribed by the County.
6. **Record Keeping/Reporting**

A. Financial Record Keeping

The Subrecipient shall maintain records of the expenditure of all CDBG funds it receives, such records to be maintained in accordance with 2 CFR 200 and 24 CFR 570, as applicable. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County or its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gwinnett County CDBG Program are specified in Section 19 of this Agreement

B. Programmatic Record-Keeping/Reporting

For limited clientele (including "Direct Service" and "Presumed Benefit") activities, the Subrecipient shall provide, every month, sufficient information to the County on services carried out for all persons served.

and on CDBG-eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 10th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five years. The five year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. **Subrecipient's Obligation** - The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it is understood that the County has a responsibility to the U.S. Department of Housing and Urban Development for ensuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope or character of the activity(s) assisted through this Agreement.
8. **"Hold Harmless"** - The Subrecipient does hereby agree to release, indemnify, and hold harmless the County, its employees and agents from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of Subrecipient and property of Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. **Funding** - The County agrees to provide the Subrecipient with CDBG funds in such amounts as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG-eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), before receiving proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.
10. **Environmental Clearance** - The County shall be responsible for carrying out environmental reviews and clearances on all activities. The Subrecipient shall be responsible for providing necessary information, promptly, to the County to accomplish this task.

Funding provided through this agreement is "conditionally approved" subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditional based on the County's determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a "Notice to Proceed," which shall represent, in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in this Agreement.

11. **Wage Rates** - The County shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County

before initiating any activity, including advertising for contractual services, which will include costs likely be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.

12. **Technical Assistance** - The County agrees to provide technical assistance to the Subrecipient in the form of oral or written guidance and on-site assistance regarding CDBG procedures and project management. Technical assistance is provided to the Subrecipient as requested and at other times at the initiative of the County, or when the County provides new or updated CDBG Program information to the Subrecipient.
13. **Review Authority** - The County shall have the authority to review all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information to review the same.
14. **Agreement Suspension and Termination** - In accordance with the provisions of 2 CFR 200.338 – 200.342, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may terminate for convenience in accordance with 2 CFR 200.338 – 200.342. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement, which remain unobligated or unspent upon such date of termination, shall automatically revert to the County.
15. **Agreement Amendment(s)** - This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which is attached at the time of any amendment(s). If the Subrecipient seeks an amendment to this agreement, the request for such an amendment shall be submitted in written form to the Gwinnett County Community Development Program in a format prescribed by the Community Development Program. If an amendment to the Gwinnett County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
16. **Effective Date and Termination Date** - The effective date of this Agreement is the date specified on page 1 of this Agreement. The termination date of this Agreement is **6/30/2022**.
17. **Program Income** - If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 2 CFR 200.307 and 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - A. The Subrecipient acknowledges, by the executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - B. Any such program income must be paid to the County within seven calendar days following the end of the month in which the program income is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - C. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its

responsibility to the County to maintain appropriate record-keeping and report on the generation receipt of such program income.

- D. In the event of a closeout or change in the status of the Subrecipient, any program income that is on hand or received after the closeout or change in status shall be paid to the County within thirty (30) calendar days of the official date of the closeout or change in status. The County agrees to notify the Subrecipient in writing, should closeout or change in the status of the Subrecipient occur as a result of changes in CDBG Program statutes, regulations, or instructions.

18. **Real Property** - The Subrecipient shall comply with the following standards contained in 2 CFR 200.310 – 200.311 for all activities involving real property. The following standards shall also apply to real property (within the control of the Subrecipient) acquired or improved, in whole or in part, using CDBG funds. The standards are:

- A. The Subrecipient shall inform the County, in writing, at least thirty (30) calendar days before any modification or change in the use of the real property from that specified in this Agreement, at the time of acquisition or improvements, including disposition;

Paragraph 18.b. is modified from prior year Subrecipient Agreements, per HUD suggested language offered during on-site monitoring of another Urban County in the Atlanta region in August 2005.

B. Change in Real Property Status

1. Sale of Property

The Subrecipient may sell the property acquired or improved with CDBG assistance at any time. If the Subrecipient sells the property or otherwise transfers ownership (title) to another entity that continues to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. If the Subrecipient sells the property or transfers ownership (title) to another entity that does not continue to use the property for an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will require the Subrecipient to repay to the County's CDBG Program the fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of and improvements to the property. However, before such sale of CDBG-assisted property, the Subrecipient shall notify the County in writing of its intent to sell the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.

If the Subrecipient sells or transfers ownership (title) to the property at a point in time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the County's CDBG Program.

2. Change in Use of Property

The Subrecipient may change the use of the property at any time provided it complies with the following stipulations:

- (a) If the Subrecipient proposes to change the use of the property to an activity that meets a CDBG National Objective and is an eligible CDBG activity, the County will not require the Subrecipient to repay funds to the County's CDBG Program. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property to permit the County to notify affected citizens with reasonable notice of and opportunity to comment on the proposed change in use, as required by 24 CFR 570.505.

- (b) If the Subrecipient proposes to change the use of the property to an activity that does not meet a CDBG National Objective or is not an eligible CDBG activity, the County will require the Subrecipient to reimburse the County's CDBG Program the fair market value of the property as adjusted for non-CDBG funds. However, before such change in use, the Subrecipient shall notify the County in writing of its intent to change the use of the property and shall determine the fair market value of the property by obtaining at least one appraisal and at least one review appraisal of the property performed by separate appraisers who are licensed by the State of Georgia.
 - (c) If the Subrecipient proposes to change the use of the property at a point-in-time five (5) years after the County receives its last increment of CDBG funding, the County will not require the Subrecipient to reimburse the CDBG Program.
- C. Any program income generated from the disposition or transfer of property before or after the closeout, change of status, or termination of the Subrecipient Agreement between the County and the Subrecipient shall be repaid to the County at the time of disposition or transfer of the property.
- D. A lease agreement, in a format prescribed by the County, must be executed between the County and the Subrecipient for any County CDBG-assisted Subrecipient activity, which is carried out wholly, or in part, on County-owned real property. The lease agreement shall be included in this Subrecipient Agreement as Exhibit 4. Said lease agreement must contain, at a minimum, the following items, and other items determined by the County to be applied to the specific lease:
 - (1) The beginning and end dates of the lease [at least five (5) years to be eligible for CDBG funding assistance].
 - (2) Identification of the parties to the lease; i.e., the Lessor shall be the County, and the Lessee shall be the Subrecipient.
 - (3) Identification of the precise land parcel(s) and/or structure(s), which constitute the subject of the lease.
 - (4) Identification of the CDBG-eligible use of the real property(s) and/or structure(s).
 - (5) A termination statement acceptable to the County and the U.S. Department of Housing and Urban Development.
 - (6) The lease must contain a regulatory compliance statement indicating that the terms are in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
 - (7) The lease must contain maintenance of property statement indicating that the property(s) and/or structure(s), which is the subject of the lease agreement, will be maintained in conformance with all applicable Federal, State, and Gwinnett County rules, regulations, and requirements.
 - (8) The lease must contain a non-assignability clause indicating that the lease may not be assigned to any other party(s) without prior written approval by the County and subsequent execution of an amendment to the lease and this Subrecipient Agreement.
 - (9) The lease must contain an insurance certification statement indicating that the lessee will maintain appropriate types of insurance, as specified in the lease, on the property(s) and/or structure(s), which is the subject of the lease.

(10) The lease must contain an indemnification statement, as specified by the County.

(11) The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.

(12) The lease may contain special conditions unique to the specific lessor/lessee circumstances or unique to the specific property(s) and/or structure(s).

E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease [minimum fifteen (15) years] must be executed which meets the standards specified in Section 18(d), above. Prior to the execution of the said lease, the County must approve the form and content of the Lease Agreement to ensure compliance with the terms of this Agreement.

F. Private non-profit Subrecipient organizations must also execute a real property use document(s) with the County. Such document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

In the event of the dissolution or change in status of the private non-profit organization or change in scope of the CDBG-assisted activity -- resulting in the CDBG-assisted activity becoming an ineligible CDBG activity, as defined by CDBG rules and regulations applicable at the time of such dissolution or change in status -- the County shall, at its option, exercise its right to obtain its appropriate share of the value of the CDBG-assisted property, as permitted by the rules and regulations governing the CDBG program at the time of such an occurrence, and as specified by this Agreement. The real property use documents referenced, herein, shall be appended to this Agreement and shall constitute Exhibit 5.

19. Audits

The Subrecipient agrees to comply with the requirements of:

A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.

B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR 200.500 – 200.513. If a Subrecipient's expenditures trigger the requirement to prepare a Single Audit, three (3) copies of the audit must be submitted to the County not later than six (6) months following the final date of the Subrecipient's fiscal year that is the subject of the audit.

If the minimum monetary amounts requiring the preparation of the Single Audit, as stated in 2 CFR 200.501, are not be triggered, the Subrecipient shall provide to the Gwinnett County Community Development Program Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than nine (9) months following the close of each such year. The independent audit, which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall conform to the Gwinnett County Audit Standards, described in Section 19.C. of this Agreement.

C. Gwinnett County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply

Because Gwinnett County is responsible for any grant funds provided to all Subrecipients, any organizations or cities which expend a total of more than \$0.00, but less than \$500,000.00 of CDBG funds, in any fiscal year from this agreement must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- (1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of 2 CFR 200.500 – 200.520 and have met those requirements as applicable to their organization. This statement should be in written form and submitted to Gwinnett County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- (2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- (3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- (4) Gwinnett County shall periodically perform program reviews of Subrecipient financial records and systems not less often than one time during the Subrecipient's fiscal year, including the review of Subrecipient records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- (5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews will be taken within six (6) months of notification by Gwinnett County that these reportable conditions exist;
- (6) At the end of each fiscal year, the Subrecipient shall submit to Gwinnett County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gwinnett County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gwinnett County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed, in conformance with these Federally required and Gwinnett County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gwinnett County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gwinnett County Community Development Program later than nine (9) months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.

- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient, any CDBG expenses of the Subrecipient, which are questioned or disallowed by the Subrecipient's independent auditor or by Gwinnett County's independent auditor as a part of their review of the Subrecipient's audit.

20. The Subrecipient shall comply with all the applicable requirements of 2 CFR 200 and 24 CFR 570 [CDBG Regulations], as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gwinnett County Community Development Program upon request.

21. Faith-based activities

- A. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in the CDBG program. Neither the Federal government nor a State or local government receiving funds under CDBG programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.
- B. Organizations that are funded under the CDBG program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded under this part. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part, and participation must be voluntary for the beneficiaries of the HUD-funded programs or services.
- C. A religious organization that participates in the CDBG program will retain its independence from Federal, State, and local governments, and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct CDBG funds to support any inherently religious activities, such as worship, religious instruction, or proselytization. Among other things, faith-based organizations may use space in their facilities to provide CDBG-funded services, without removing religious art, icons, scriptures, or other religious symbols. In addition, a CDBG-funded religious organization retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.
- D. An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- E. CDBG funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. CDBG funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, CDBG funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to CDBG funds in this part. Sanctuaries, chapels, or other rooms that a CDBG-funded religious congregation uses as its principal place of worship, however, are ineligible for CDBG-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition (see 24 CFR parts 84 and 85). If a State or local government voluntarily contributes its own funds to supplement federally funded activities, the State or local government has the option to segregate the Federal funds or commingle them. However, if the funds are commingled, this section applies to all of the commingled funds.
- F. In accordance with 24 CFR 570.607 Employment and contracting opportunities, as amended by 68 FR 56404, Page 53405, to the extent that they are otherwise applicable, the Subrecipient shall comply with: Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (2 CFR

1964–1965 Comp. p. 339); 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970., p. 803; 3 CFR, 1978 Comp., p. 230; 3 CFR, 1978 Comp., p. 264 (Equal Employment Opportunity), and Executive Order 13279 (Equal Protection of the Laws for Faith-Based and Community Organizations), 67 FR 77141, 3 CFR, 2002 Comp., p. 258; and the implementing regulations at 41 CFR chapter 60; and (b) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701(u) and implementing regulations at 24 CFR part 135.

22. Recognition of CDBG Program Funding from Gwinnett County

A. The Subrecipient shall ensure that the Gwinnett County Board of Commissioners & Community Development Program is provided the proper recognition, as follows.

(1) CDBG Public Facilities, Capital Public Services Projects, Other Funded Activities

- a. Subrecipient will affix proper signage in a prominent location inside/outside of the administrative offices and outside of all project sites, which signage will include language recognizing the role of Gwinnett County and its CDBG funds in the acquisition, and/or construction and/or rehabilitation of the public facility or of the purchase of capital equipment, or other CDBG funded activities.
- b. Subrecipient will have as its contact point the Gwinnett County Community Development Program, to arrange any events related to project groundbreaking, dedications, or similar ceremonies for activities receiving Gwinnett County CDBG Program funds; and, the Subrecipient agrees to provide the Gwinnett County CDBG Program with adequate lead time to permit proper planning and scheduling for such events. Event notifications to the Gwinnett County Community Development Program should occur not less than six (6) weeks before the date of any event to permit adequate event planning and scheduling.
- c. Subrecipient agrees to contact the Gwinnett County Community Development Program to arrange such events, rather than contacting the Gwinnett County Board of Commissioners, directly, individually or collectively, to initiate or arrange such events. This procedure is being used by the Gwinnett County government to avoid scheduling conflicts and to provide a consistent method of planning all such events.
- d. Subrecipient agrees to schedule such events on days other than regular meeting days [Tuesdays] of the Gwinnett County Board of Commissioners or to schedule such events late in the afternoon on Tuesday meeting days of the Gwinnett County Board of Commissioners.
- e. Subrecipient agrees that all reports, media releases, media stories, media articles, brochures, newsletters, advertisements, and other published materials shall contain statements that provide adequate recognition of the financial support provided by the Gwinnett County Board of Commissioners, through Gwinnett County CDBG Program funds.

23. Conflict of Interest

In accordance to 2 CFR 200.112 and 24 CFR 570.611, no person who is an employee, agent, consultant, officer, or elected or appointed official of a Subrecipient who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this Agreement, or who are in a position to participate in a decision making process or gain inside information about such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement for a CDBG-assisted activity, or with the proceeds of the CDBG-assisted activity,

either for themselves or those with whom they have business or immediate family ties, during their term or for one year thereafter.

Subrecipients will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award or administration of a contract supported by Federal funds awarded through this Agreement if a conflict of interest, real or apparent, would be involved.

Subrecipients must be mindful of any relationship employees, officials, board members, consultants, or volunteers may have with Gwinnett County employees, board members, consultants, or elected officials, where a real or apparent conflict of interest that might be realized or perceived concerning a CDBG funded project or activity awarded through this Agreement. All relationships between representatives of the Subrecipient and Gwinnett County must be transparent and must comply with Gwinnett County's Code of Ethics. This Code was developed by the County to establish ethical standards of conduct for all such officials and employees by setting forth those acts or actions that are compatible with the best interests of the County. The Code directs disclosure by such officials and employees of private financial or other interests in matters affecting the County and by directing disclosure of their business relationships. Subrecipient officials who carefully follow the Gwinnett County Code of Ethics and the language of this Section are less likely to have conducted themselves or participated in activities that can be construed as real or apparent conflicts of interest.

If any situation arguably falls within the conflicts prohibited by 2 CFR 200.112 or 24 CFR 570.611 the Subrecipient should immediately contact the Gwinnett County Community Development Program for guidance. Copies of the Gwinnett County Code of Ethics are available from the Gwinnett County Community Development Program.

24. Investment Efficiency Reporting

The Gwinnett County Community Development Program is pioneering a process to permit the County and its Subrecipients to provide local elected officials and program managers with meaningful information on the actual value returned from the investment of CDBG Program funds. Vendors and Subrecipients using CDBG funds must report on the number and value of jobs created or retained, and Subrecipients must report any private or other governmental funds that are invested as a direct result of the expenditure of CDBG funds.

The new mandatory reporting process and form is provided in Exhibit 2.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures the year and dates specified below and the Official Seal of the Subrecipient has been affixed.

FOR City of Lawrenceville, Georgia:

Signature

David R. Still/Mayor

Name / Title

Signature Date

[Impress Corporate Seal Here]

ATTEST:

Signature

Karen Pierce/ City Clerk

Name / Title

Signature Date

Date Approved: Subrecipient Governing Body

Date of Approval

FOR GWINNETT COUNTY:

Signature

Buffy Alexzulian, Director of Financial Services

Gwinnett County Department of Financial Services

Name / Title

Signature Date

Signature

Eryca Fambro, Director of Community Development

W. Frank Newton, Inc.

Gwinnett County CDBG Program Management Firm

Name / Title

Signature Date

ATTEST:

Signature

Diane Kemp, County Clerk, Gwinnett County

Name / Title

Signature Date

Approved: Board of Commissioners

Per Minutes Dated November 17, 2021

[See Also Attached Exhibit(s)]

Note: No Signatures shall be placed within this document on a date prior to action by the governing board of the Subrecipient, approving acceptance of these funds, and authorizing execution of this document. The Resolution of the Governing Board is presented in Exhibit 1.

RESOLUTION OF THE GOVERNING BOARD
City of Lawrenceville, Georgia

10.

WHEREAS, **City of Lawrenceville, Georgia** requested Community Development Block Grant [CDBG] Program funding from the Gwinnett County Board of Commissioners; and

WHEREAS, the Gwinnett County Board of Commissioners has awarded **185000** from FFY 2021CDBG Program funds to **City of Lawrenceville, Georgia** for **Infrastructure Improvements: Paper Mill Road Improvements**

NOW, THEREFORE, the Governing Board of [INSERT ORGANIZATION] does hereby resolve and authorize the following, as a result of an affirmative majority vote of the Governing Board at a meeting of said Governing Board which was held on _____

Date of Governing Board Action

1. Acceptance of an FFY **2021**Community Development Block Grant [CDBG] Program award of **185000** from the Gwinnett County Board of Commissioners, to **City of Lawrenceville, Georgia**
2. Authorize the **Board Chair** and **Secretary** of the Subrecipient's Governing Board to execute the Community Development Block Grant [CDBG] Program Subrecipient Agreement used by Gwinnett County to award the CDBG Program funds to **City of Lawrenceville, Georgia**

Certified as accurate and true:

Signature – Name / Title

Signature Date

[IMPRESS CORPORATE SEAL HERE]

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gwinnett County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in this Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low- and-moderate income who are residents of slum and blighted areas and of areas in which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement,
- (e) Provides for public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gwinnett County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 106 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

-
2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
 - (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606;
 - (m) It has adopted and is enforcing:
 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
 - (n) To the best of its knowledge and belief:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly;
 - (o) It will or will continue to provide a drug-free workplace by:
 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;

- (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
- 4. Notifying the employee in the statement required by subparagraph 1 that, as a condition of employment under the grant, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
- 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

City of Lawrenceville, Georgia
 PO Box 2200, 70 S. Clayton St
 Lawrenceville, GA, 30046
 GWINNETT COUNTY, GA

(p) It will comply with the other provisions of the Act and with other applicable laws.

[CDBG CERTIFICATION SIGNATURE PAGE – PROVIDED ON NEXT PAGE]

COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

SUBRECIPIENT SIGNATURE PAGE

SIGN:

Signature - Subrecipient Chief Elected Official/Board Chair/Other Authorized Official

David R. Still

Name - Subrecipient Chief Elected Official/Board Chair/Other Authorized Official

Mayor

Title

Signature Date

ATTEST:

Signature of Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

Karen Pierce

Name - Person Attesting Signature by Subrecipient's Chief Elected Official or Board Chair

City Clerk

Title

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification - Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Subrecipient's attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C.812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engaged in the performance of work under a grant provided through this Agreement, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work

under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the Subrecipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2 SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency:	City of Lawrenceville, Georgia
Activity Name:	Infrastructure Improvements: Paper Mill Road Improvements
Project Number:	2020-4
CDBG Priority:	5.2
CDBG Eligibility Citation:	24 CFR 570.201(c)
CDBG National Objective Citation:	24 CFR 570.208(a)(2)
IDIS Matrix Code:	03K
IDIS Matrix Code Description:	Street Improvements
HUD IDIS Number:	XXXX
HUD Objective:	Suitable Living Environment
HUD Outcome:	Improving Availability/Accessibility
GCID Number:	2019-1118

ACTIVITY DESCRIPTION

The total **FFY 2021** CDBG budget for this activity shall not exceed **185000**. The Subrecipient shall contribute non-CDBG funds for this activity, if needed, to permit the project to be completed by the termination date. The Subrecipient's CDBG application listed the total project cost at **185000**. The Agreement shall be effective on **April 26, 2021** and will terminate on **6/30/2022**, after which date, Gwinnett County reserves the right to recapture any remaining unexpended CDBG funds.

Activity Description

The Subrecipient shall use the CDBG funds and other non-CDBG funds, if needed, to provide **Infrastructure Improvements: Paper Mill Road Improvements**. Total persons to be served: **TBD whom** are income-eligible as defined by the CDBG Program. At least 51% of the households must have income that does not exceed the CDBG Maximum Income Limits applicable at the time the service is provided. Income limits in effect at the time of the preparation of this agreement are contained within the Monthly Services Report, Page 2, of this Exhibit

General Requirements

A **Monthly Services Report [see the form that follows]** shall be submitted by the 10th calendar day of the month following the initial month of operation. A copy of the monthly report shall be transmitted or delivered to the Gwinnett County Community Development Program Office by the 10th calendar of each month for all months CDBG Public Service funds are being utilized (for services provided during the prior month). The Subrecipient may stop submitting Monthly Service Reports once all Gwinnett County CDBG Public Service funds have been expended, reimbursement has been requested, and the beneficiary goal listed above have been met. The monthly utilization forms shall be retained in the Subrecipient's files, and filed with the Gwinnett County Community Development Program. The services data must be received from the Subrecipient to permit Gwinnett County to record services delivered by the Subrecipient into the HUD Integrated Disbursement and Information System, or any successor or replacement computer system at HUD.

Funds from these grant awards shall only be used to provide services associated with activities identified in this Scope of Services. No involuntary displacement of persons, businesses, or agencies will occur as a result of this CDBG assisted activity. Any changes in this agreement shall be requested by the Subrecipient, in writing, and must be approved by Gwinnett County.

Reimbursement Process

Each request for reimbursement for **Facility Renovation** must be submitted to the Gwinnett County Community Development Program, which shall review and recommend reimbursement to the Subrecipient by the Gwinnett County Department of Financial Services.

Each request for reimbursement submitted to the Gwinnett County Community Development Program by the Subrecipient shall consist of:

- (1) A letter from your agency requesting reimbursement, identifying the activity and the amount of reimbursement requested; and
- (2) Copies of vendor(s) invoices, your agency's payment voucher(s) (if used by your agency), and your agency's check(s) issued to vendor(s) for expenditures contained in the requests for reimbursement; and
- (3) All payments to vendors(s) shall be reviewed and approved, in writing, by an authorized official of the Subrecipient; and
- (4) No reimbursement requests shall be submitted to the Gwinnett County Community Development program without the review and written approval by an authorized official of the Subrecipient; and
- (5) No reimbursement requests shall be submitted to the Gwinnett County Community Development Program until the Subrecipient has issued its check(s) payable to the vendor(s) identified in the requests for reimbursement.
- (6) The Subrecipient shall maintain documentation in its files to substantiate all expenditures/reimbursement requests, and to demonstrate that it has followed its written procurement procedures [see Item 3, of this Agreement] to obtain the goods and/or services associated with the completion of the activity identified in this Scope of Services.

GWINNETT COUNTY CDBG INVESTMENT EFFICIENCY REPORTING

When CDBG funds are expended, Subrecipients and their vendors [i.e., contractors, subcontractors, and architects/engineers] hire or retain employees as a direct result of the expenditure of CDBG funds. Another important product of the expenditure of CDBG funds is the investment of other governmental or private funds by the Subrecipients to implement and carry out CDBG-funded projects/activities.

Gwinnett County recognizes that the creation or retention of jobs and the investment of non-CDBG funds are important contributions to the local economy. In a pilot-test during 2012, the Gwinnett County Community Development Program analyzed these data and discovered results that were so dramatic that the reporting process will now be implemented as a permanent part of the Gwinnett County CDBG Program.

Therefore, effective with any new CDBG funds awarded after 10/1/2012, Subrecipient organizations must report the numbers and the dollar value of jobs created and/or retained as a direct result of the investment of CDBG grant funds. The reporting process also captures any non-CDBG funds [government funds or private funds] that are

expended as a direct result of CDBG investments. Reports must be submitted by Subrecipients, by the 10th calendar day of each month, to the Gwinnett County Community Development Program. The Monthly Investment Efficiency Report is contained in this Exhibit.

The information obtained from the monthly Subrecipient reports will be compiled by the Gwinnett County Community Development Program and will be reported to local elected officials and managers to document the impact of CDBG job creation/retention and to catalogue the actual non-CDBG funding leveraged by the CDBG expenditures.

GWINNETT COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONTHLY SERVICES REPORT [SUBMIT BY 10TH CALENDAR DAY FOR EACH PRIOR MONTH] [DIRECT BENEFIT ACTIVITIES, ONLY]		
Agency Name: City of Lawrenceville, Georgia	Activity Name: Infrastructure Improvements	IDIS # : XXXX
Matrix Code: 03K	Activity Description: Paper Mill Road Improvements	
Month/Year:		

New Individuals or Households Served This Month

Note: Households should be reported during the 1st month they are served and not reported again during that Program Year.

1. New Households Served - Listed By Income Groups - Percentages of Median Family/Household Income	Number of Households Served
A. New households served [Extremely Low Income - 0%-30% Median Family/Household Income]	
B. New households served [Very Low Income - 31%-50% Median Family/Household Income]	
C. New households served [Low Income - 51%-80% Median Family/Household Income]	
D. New households served [Over 80% Median Family/Household Income]	
Total:	

2. Number of New Households Served - Listed by Race/Sex/Ethnicity as identified by Head-of-Household - Number of New Households Served				
Race	Sex		Ethnicity	
	Male	Female	Hispanic or Latino	Non-Hispanic or Non-Latino
(1) White				
(2) Black/African-American				
(3) Asian				
(4) American Indian/Alaskan Native				
(5) Native Hawaiian/Other Pacific Islander				
(6) American Indian/Alaskan Native & White				
(7) Asian & White				
(8) Black/African-American & White				
(9) American Indian/Alaskan Native & Black/African-American				
(10) Other Multi-Racial				
Total:				

3. Number of New Female-Headed Households Served This Month	→
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4. Presumed Benefit Groups Served – Use only the category used to qualify your activity for CDBG funding.	
Presumed Benefit Group	Number Served
A. Elderly – Age 62 and Older	
B. Adults with Disabilities	
C. Homeless Persons	
D. Abused Spouses	
E. Abused/Neglected Children	

F. Illiterate Adults	
G. Persons living with AIDS	
H. Migrant Farm Workers	
Total :	

MONTHLY INVESTMENT EFFICIENCY REPORT

New Jobs Created/Retained This Month								
<i>Note: All jobs created and/or retained are to be reported only during the month they are created or retained</i>								
Jobs Created/ Retained and \$ Values	Full- Time Jobs	Part- Time Jobs	# Jobs Create d	# Jobs Retained	Total # Jobs Created/ Retained	Annualized \$ Value of Salaries/Benefits for Jobs Created	Annualized \$ Value of Salaries/Benefits for Jobs Retained	Annualized Total \$ Value of Salaries/Benefits for Jobs Created/ Retained
Subrecipient								
Contractor								
Subcontractor								
Subcontractor								
Subcontractor								
Architect/Engineer								
Total:								

New Non-CDBG Investments This Month			
<i>Note: All expenditures during the month by the Subrecipient on the CDBG project/activity that have not been or will not be reimbursed from CDBG funds are to be reported only during the month they were incurred.</i>			
CDBG Funds Expended	Non-CDBG Governmental Funds Expended	Private Funds Expended	Total Expenditures

CDBG Inventory Log						
Real Property Acquisition, Property Improvements, Equipment Purchases						
Purchase Date	Grant Year	Detailed Description <i>Include serial number, address, type of asset</i>	Location of Item	Quantity	Unit Price	Total Price

DISPOSITION: When equipment or real property acquired under a grant or subgrant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, disposition must be made in accordance with CDBG regulations 24CFR part 85.32 Disposition of Equipment and 24CFR570.505 Disposition of Real Property. Please contact your Program Specialist if you are selling, donating, or discarding any items purchased with CDBG funding.

CDBG Disposition Log					
Real Property Acquisition, Property Improvements, Equipment Purchases					
Disposed Date	Detailed Description <i>Include serial number, address, type of asset</i>	Location of Item	Quantity	Unit Price	Total Price

The inventory log should list assets purchased with CDBG funds that have a life span of one or more years. Examples include, Property Acquisition and or Improvements, Equipment, Vans

Submit to:

Gwinnett County Community Development Program
One Justice Square, 446 West Crogan Street, Suite 420
Lawrenceville, GA 30046-2439
cdbg@gwinnettcountry.com

Print Name/Position (Subrecipient)

Signature

Date

Print Name/Position (Community Development Program Office)

Signature

Date

EXHIBIT 3

AGREEMENT AMENDMENTS

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 4

LEASE AGREEMENT

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 6

FEDERAL REGULATIONS

2 CFR 200

"Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards"

24 CFR Part 58

"Environmental Review Procedures"

24 CFR Part 570

"Community Development Block Grant"



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Update to the City Code of Ordinances, Chapter 12, Article II, Division 16 - Soliciting
Department:	City Manager
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	N/A
Presented By:	Frank Hartley, City Attorney
Action Requested:	Approve the ordinance amendment to the City Code of Ordinances, Chapter 12, Article II, Division 16 – Soliciting to amend section 12-558 with updated hours.

Attachments/Exhibits:

Soliciting Update May 2021
Soliciting Current

ORDINANCE NO. _____

AN ORDINANCE TO DELETE SUBSECTION (1) OF SECTION 12-558 OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA AND TO REPLACE SUBSECTION (1) OF SECTION 12-558 WITH UPDATED HOURS; AND FOR OTHER PURPOSES

The City Council of the City of Lawrenceville, Georgia hereby ordains the following:

Section 1:

That subsection (1) of Section 12-558 of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting subsection (1) and replacing it with the following:

The following are prohibited practices for canvassers, solicitors, and/or peddlers and any violation shall constitute grounds for suspension, revocation, or denial of renewal of certificate or permit, and/or arrest:

(1) Canvassing, soliciting or peddling on Sunday, or between the hours of 9:00 p.m. and 9:00 a.m. Monday through Saturday.

Section 2:

That the remaining subsections of Section 12-558 shall be unaltered and shall remain in full force and effect.

IT IS SO ORDAINED, this ____ day of May, 2021.

David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk

Sec. 12-558. - Unlawful or prohibited activities.

The following are prohibited practices for canvassers, solicitors, and/or peddlers and any violation shall constitute grounds for suspension, revocation, or denial of renewal of certificate or permit, and/or arrest:

- (1) Canvassing, soliciting or peddling on Sunday, or between the hours of 7:00 p.m. and 9:00 a.m. Monday through Saturday.
- (2) Canvassing, soliciting or peddling at any location where a sign is posted at or near the main entrance or driveway to the residence or business prohibiting such activity.
- (3) Using any entrance, or part of the building, other than the main entrance to the residence or business.
- (4) Entering a residence except at the express invitation of the occupant.
- (5) Failure of the canvasser, solicitor or peddler to inform the occupant in plain terms of the purpose of the call.
- (6) The canvasser, solicitor or peddler to represent that they are participating in any contest, game or other competitive endeavor, or that they are offering the occupant an opportunity to participate in any such contest, game or endeavor.
- (7) The canvasser, solicitor or peddler to use vulgar, insulting or threatening language in the course of any solicitation.
- (8) The canvasser, solicitor or peddler to remain upon the property of the residence or business after the occupant has verbally indicated that they do not wish to make a purchase or donation. For the purpose of this chapter, a solicitation shall be deemed to continue until the solicitor has left property of the residence or business.
- (9) Canvassing, soliciting or peddling anyone under the age of 18 years.
- (10) Failure of canvasser or solicitor to have a valid permit prominently displayed on their person (upper front portion of the body commonly referred to as the top of the shoulders down to the waist) or refuse any customer or prospective customer's request to examine same. All canvassers or solicitors of nonprofit organizations who solicit funds without a certificate or permit shall have prominently displayed documentation identifying themselves, their organization including tax exempt status, and shall not refuse any customer or prospective customer the right to examine same upon request. Except that canvassers or solicitors of nonprofit organizations who are under the age of 15 are not required to display or produce for examination any documentation.
- (11) For more than two canvassers, solicitors or peddlers to engage in solicitation upon any residence or business at the same time for the same goods or services.
- (12) Canvasser, solicitor or peddler to make more than one solicitation call at the same residence within any consecutive two-week period without receiving prior invitation from the occupant of such residence.
- (13) Canvasser, solicitor or peddler to violate any of the provisions of this article, or to violate any other county ordinance while engaging in any of the activities described.
- (14) Canvasser, solicitor or peddler to engage in any of the conduct described in this article during a period in which their certificate or permit is denied, suspended, or revoked.
- (15) Canvasser, solicitor or peddler to lend, rent, or sell their certificate or permit card to another, or canvass or solicit using the certificate or permit card of another.
- (16) The canvasser, solicitor or peddler to deviate from the stated guidelines as set out in the certificate or permit application or amendments thereto filed by applicant or certificate holder.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Update to the City Code of Ordinances, Chapter 38, Article VI Stormwater Utility
Department:	City Manager
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the ordinance amendment to the City Code of Ordinances, Chapter 38, Article VI Stormwater Utility.

Attachments/Exhibits:

Stormwater utility Update redline

ARTICLE VI. - STORMWATER UTILITY

Sec. 38-180. - Short title, authority and applicability.

- (a) This article shall be known and may be cited as the "City of Lawrenceville Stormwater Utility Ordinance."
- (b) The City of Lawrenceville has the authority to adopt this article pursuant to Ga. Const. art. IX, § II, ¶ III(a)(6), (c) and (d) and O.C.G.A. §§ 36-82-61(4)(C)(ii) and 36-82-62(a)(2).

Sec. 38-181. - Findings.

The ~~Mayor and Council~~city council of the City of Lawrenceville, Georgia, make the following findings:

- (1) The federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 USC 1251 et seq.) and rules promulgated by the United States Environmental Protection Agency pursuant to the Act emphasizes the role of local governments in developing, implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff.
- (2) Stormwater management services and stormwater management systems and facilities will assist the City in meeting the regulatory obligations imposed by its national pollutant discharge elimination system (NPDES) permits by reducing pollution and increasing water quality within the City.
- (3) Stormwater management services and stormwater management systems and facilities will assist the City in protecting the public health, safety and welfare and the environment. Provision of stormwater management services, stormwater management systems and facilities and regulation of the use thereof renders and/or results in both service and benefit to individual parcels, parcel owners, citizens and residents of the City and to all parcels, parcel owners, citizens and residents of the City concurrently and the environment in a variety of ways.
- (4) The City of Lawrenceville presently owns and operates stormwater management systems and facilities which have been developed over many years. The future usefulness of the existing stormwater management systems and facilities owned and operated by the City, and of additions and improvements thereto, rests on the ability of the City to effectively manage, protect, control, regulate, use, and enhance stormwater management systems and facilities in the City in concert with the management of other public utilities in the City. In order to do so, the City must have adequate and stable funding for its stormwater management program's operating needs and capital program.
- (5) Stormwater management services and stormwater management systems and facilities are needed throughout the City. While specific service and facility demands may differ from area to area at any given point in time, a stormwater management service area encompassing all lands and water bodies within the City is consistent with the present and future needs of the community.
- (6) The provision of stormwater management services and stormwater management systems and facilities in the City promotes an essential regulatory purpose by influencing where stormwater runoff flows and how it is managed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff.
- (7) By mitigating the impact of stormwater runoff from developed parcels, the stormwater management systems and facilities help prevent damage that would subject a parcel owner to civil liability.
- (8) The ~~Mayor and Council~~city council is responsible for the protection and preservation of the public health, safety, and welfare of the community, and the environment, and finds that it is in the best interest of the health, safety, and welfare of the citizens of the City and the community at large and the environment to proceed with the development, implementation, and operation of a utility for stormwater management accounted for in the City budget as a separate enterprise

fund dedicated solely to stormwater management and to institute funding methods associated therewith.

- (9) The City has undertaken a comprehensive review by staff and professional consultants of the need for, management of, and funding for, a stormwater utility. The City staff reports and the professional engineering analysis submitted to the City properly assesses and defines the stormwater management problems, needs, goals, program priorities and funding opportunities of the City.
- (10) As a result, the ~~Mayor and Council~~city council finds that a stormwater utility provides the most practical and appropriate means of properly delivering stormwater management services and stormwater management systems and facilities, and the ~~Mayor and Council~~city council finds that a stormwater service fee provides the most practical and appropriate means of funding stormwater management services in the City of Lawrenceville.

Sec. 38-182. - Definitions.

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

City standards means the City ordinances that govern water quality and water quantity, including, but not limited to, the development regulations, the floodplain management ordinance, the soil erosion and sediment control ordinance, the illicit discharge and illegal connection ordinance, the stream buffer protection ordinance, the stream buffer mitigation bank ordinance, the zoning resolution, the stormwater design manual, and all procedures, rules and policies pertaining thereto as these may be updated or amended from time to time.

Credit means a conditional reduction allowed against the stormwater service fee charged to an individual parcel based upon the technical requirements and the design and performance standards contained in the City's stormwater credits manual, to be adopted pursuant to this article, as it may be updated or amended from time to time.

Customer means all persons, parcels, and entities served by the utility's acquisition, management, maintenance, extension, and improvement of the public stormwater management systems and facilities and regulation of public and private stormwater systems, facilities, and activities related thereto, and persons, parcels, and entities which will ultimately be served or benefited as a result of the stormwater management program.

Developed land means all parcels not deemed as undeveloped land, as defined in this section.

Direct lien means a lien enforced against an individual or parcel prior to obtaining a judgment against the individual or parcel, such as liens established by operation of law for unpaid taxes.

Director means the City of Lawrenceville City Engineer or his designee.

Impervious surfaces means any paved, hardened or structural surfaces, including, but not limited to, buildings, dams, decks, driveways, parking areas, patios, streets, swimming pools, tennis courts, walkways or other structures which prevent or impede the infiltration of stormwater into the soil.

Parcel means a designated parcel, tract, or area of land established by plat, subdivision, or as otherwise permitted by law, to be separately owned, used, developed, or built upon.

Private stormwater management systems and facilities means those natural and manmade channels, swales, ditches, rivers, streams, creeks, branches, reservoirs, ponds, drainageways, inlets, catchbasins, pipes, headwalls, storm drains, lakes and other physical works, properties and improvements which transfer, control, convey or otherwise influence the movement of stormwater runoff or water quality, which are not public.

Public stormwater management systems and facilities (or City of Lawrenceville's Municipal Separate Storm Sewer System) means those natural and manmade channels, swales, ditches, rivers, streams, creeks, branches, reservoirs, ponds, drainageways, inlets, catchbasins, pipes, headwalls, storm drains, public streets, curbs and gutters, lakes and other physical works, properties and improvements which

transfer, control, convey or otherwise influence either the movement of stormwater runoff or water quality, which are either owned by the City or over which the City has accepted an offer of dedication of an easement or other legally binding permanent right of use for stormwater drainage, and for which the City has the obligation of maintenance for stormwater drainage purposes.

Stormwater management services may address the quality and the quantity of stormwater runoff and include all services provided by the City which relate to the:

- (1) Transfer, control, conveyance or movement of stormwater runoff through the City;
- (2) Operation, maintenance, repair, enhancement and replacement of existing public stormwater management systems and facilities;
- (3) Planning, development, design and construction of additional stormwater management and facilities to meet current and anticipated needs;
- (4) Regulation of the use of stormwater management services or of stormwater management systems and facilities;
- (5) Education of the public as to stormwater issues;
- (6) Development plan review to require compliance with City standards;
- (7) Inspection for water quantity and water quality to require compliance with City standards;
- (8) Monitoring for water quantity and water quality to determine compliance with City standards, State water quality standards and stormwater management programs; and
- (9) Other services as the Director may deem appropriate.

Stormwater service fee means the periodic service charge imposed by the City to a parcel of developed land pursuant to this article for providing the stormwater management services and stormwater management systems and facilities, which fees shall be used only for the purpose of funding the City of Lawrenceville stormwater utility's cost of providing stormwater management services and stormwater management systems and facilities. Stormwater service fees shall be based on the relative contribution of each parcel to the demand for stormwater management services, shall be structured so as to be fair and reasonable and shall bear a substantial relationship to the cost of providing stormwater management services and stormwater management systems and facilities. The cost of operating expenses, capital investments and reserve accounts may be included in the stormwater service fees.

Undeveloped land means a parcel that has less than 100 square feet of impervious surface.

Water quality means the chemical, physical, and biological characteristics of the State's public utilities.

Water quantity means the volume of runoff which is not entirely confined and retained completely upon a parcel.

Sec. 38-183. - Establishment of a stormwater utility.

- (a) There is hereby established a stormwater utility within the Engineering Department which shall be responsible for providing stormwater management services, for providing stormwater management systems and facilities, and for determining labor, material and administrative fees for the operation of the stormwater utility throughout the City.
- (b) The ~~Mayor and Council~~ city council hereby ~~transfer~~ delegates management responsibility for stormwater services over the existing stormwater management systems and facilities and other related assets, including, but not limited to, properties upon which such facilities are located, easements, rights-of-entry and rights-of-access, and certain equipment to the stormwater utility authority, subject to the restrictions and guidelines set forth in this article.
- (c) The stormwater utility shall provide stormwater management services, shall provide stormwater management systems and facilities and shall collect stormwater service fees and other fees as provided in this article within the City in accordance with the terms of this article, subject to funding

availability and to policy determinations made in the best interest of public health, welfare and safety and the environment; provided, however, that the stormwater utility shall not be authorized to operate outside of the boundaries of the City.

- (d) The stormwater utility shall be operated by the Stormwater Utility Authority. Said authority shall be comprised of the City Manager, the ~~Assistant City Manager Public Works~~Public Works Director, the Director of Sanitation, the City Engineer, ~~the Director of Planning and Zoning~~one member of the Lawrenceville City Council, and ~~two~~three citizens of the City of Lawrenceville or owners/employees of businesses located within the City of Lawrenceville. The quorum for conducting a regular meeting of this authority shall be fixed at ~~five~~four members. The City Engineer shall serve as the Chairman of the Authority. Except for the number of authority members, ~~and~~ the definition of a quorum, and the selection of Chairman, the authority shall establish bylaws and rules for conducting its meetings and business as its first order of business.

Sec. 38-184. - Scope of responsibility for the stormwater utility.

- (a) The stormwater utility shall provide stormwater management services for existing and proposed public stormwater management systems and facilities as defined in this article, subject to funding availability and to policy determinations made in the best interest of the public health, welfare and safety and the environment. Additionally, the stormwater ~~utility~~authority may ~~accept~~request that the city council accept the responsibility for providing stormwater management services to private stormwater management systems and facilities. The ,acceptance of any private stormwater management system or facility shall require action by the city council, include a recorded easement, and shall which conforms to policies established by the Mayor and Councilcity council, or those persons or entities designated by the Mayor and Council to set such policies.
- (b) The City owns or has rights established by written agreements which allow the stormwater utility to provide stormwater management services and access those stormwater management systems and facilities which are located:
- (1) Within public road rights-of-way and public road easements;
 - (2) Any pipe that begins within public road rights-of-way and public road easements until said pipe ends;
 - ~~(32)~~ On private property but within easements granted to and accepted by the City, or are otherwise permitted to be located on such private property by written agreements for rights-of-entry, rights-of-access, rights-of-use or other permanent provisions; or
 - ~~(43)~~ On public land which is owned by the City or by another governmental entity, and with which the City has written agreements to provide stormwater management services and access to the stormwater management systems and facilities.
- (c) Stormwater management systems and facilities which are located on private property or on public property not owned by the City or leased to the City by another political subdivision of the State of Georgia, and for which there has been no written agreement granting easements which have been dedicated to and accepted by the City, rights-of-entry, rights-of-access, rights-of-use or other form of dedication thereof to the City for operation, maintenance, improvement and access of such stormwater management systems and facilities, shall be and remain the legal responsibility of the property owner, except as otherwise provided for by the laws of the State and the United States.
- (d) The stormwater utility may provide stormwater management services to privately owned stormwater management systems and facilities to ascertain that said facilities are functioning as designed and approved. The stormwater utility may provide for remedial maintenance of said private facilities based upon the severity of stormwater problems and potential hazard to the public health, safety, and welfare and the environment, and in cases where such remedial maintenance is required, the City shall bill the owner of said private facility for the costs of such maintenance. The performance of any such services by the stormwater utility shall not constitute an acceptance of or any continued responsibility or liability for said private facilities. Said private facilities shall remain the responsibility of the private owner thereof.

- (e) It is the express intent of this article to protect the public health, safety and welfare of people, property and the environment, in general, but not to create any special duty or relationship with any individual person, or to any specific parcel within or outside the boundaries of the City. The City expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages or equitable remedies upon the City, its elected officials, employees and agents arising out of any alleged failure or breach of duty or relationship.
- (f) If any permit, plan approval, inspection or similar act is required by the City as a condition precedent to any activity or change upon property not owned by the City pursuant to this article or any other regulatory ordinance, regulation or rule of the City, or under federal or State law, the issuance of such permit, plan approval or inspection shall not be deemed to constitute a warranty, express or implied, nor shall it afford the basis for any action, including any action based on failure to permit or negligent issuance of a permit, seeking the imposition of money damages or equitable remedies against the City, its elected officials, employees or agents.
- (g) All contracts and other official documents, once approved in accordance with this article or the policies and procedures of the Authority and/or the City, shall be executed by the City Manager or his designee and attested by the City Clerk.

Sec. 38-185. - Compensation.

~~All members~~ Members of the stormwater utility shall receive compensation, if any, in an amount to be determined by the ~~Mayor and Council~~ city council. Employees and elected officials of the City shall be not eligible to receive said compensation.

Sec. 38-186. - Establishment of enterprise fund.

- (a) The City Manager shall establish a stormwater enterprise fund in the City budget and accounting system for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the stormwater utility, including, but not limited to, rentals, rates, charges, fees, and licenses as may be established by the ~~Mayor and Council~~ city council.
- (b) Any revenues and receipts of the stormwater utility shall be placed in the stormwater enterprise funds and all expenses of the utility shall be paid from the stormwater enterprise fund, except that other revenues, receipts, and resources not in the stormwater utility enterprise fund may be applied to stormwater management operations and capital investments as deemed appropriate by the ~~Mayor and Council~~ city council, upon recommendation of the City Manager.
- (1) The stormwater authority shall comply with all city ordinances and state laws setting forth procurement and bidding requirements. Any project in excess of \$300,000.00 shall require approval of the city council.
- (c) The City may pledge all or any portion of all income and revenue of any nature derived from the operation of the stormwater management systems and facilities owned by the City or owned by another political subdivision of the State of Georgia and leased to the City, including periodic stormwater service charges and other charges for stormwater service, to the payment of principal of premium, if any, and interest on any revenue bonds or other obligations lawfully issued or otherwise contracted for by the City as may be provided in any resolution authorizing such bonds or obligations or in any trust instrument relating to such bonds or obligations. The stormwater authority may recommend that the City consider issuing revenue bonds as provided in this section; however, no revenue bonds shall be issued unless approved by the city council.

Sec. 38-187. - Rates of stormwater service fees to be established.

In order to recover the cost of providing stormwater services and stormwater management systems and facilities while fairly and reasonably apportioning the costs among developed properties throughout the City based on the use of stormwater services and stormwater management systems and facilities, the ~~Mayor and Council~~ city council shall establish by ordinance a stormwater service fee rate, which shall apply uniformly throughout the area of the City that may be included within the stormwater utility pursuant

to the jurisdiction granted by this article. The fee is as established from time and time and as approved by separate ordinance of the ~~Mayor and Council~~ city council. The stormwater utility authority shall review the service fee rate on an annual basis and shall make a recommendation of any changes to said service fee to the city council.

Sec. 38-188. - Effective date of stormwater service charges.

The stormwater service fee shall accrue beginning September 1, 2007, and shall be billed periodically thereafter.

Sec. 38-189. - Credits.

Owners of developed land may apply for and receive a stormwater service fee credit for on-site systems or facilities. The Director ~~or designee~~ shall determine such stormwater service fee credits based on the technical requirements, design and performance standards contained in the City's stormwater credits manual, to be adopted by the Director ~~or designee~~ pursuant to this article, as it may be updated or amended from time to time. All of the stormwater service fee credits that may be awarded pursuant to the stormwater credits manual shall not exceed 40 percent of the stormwater service fee applicable to a parcel. The Director shall establish objective standards for securing credits under this section and shall publish a written application for obtaining and calculating the credits.

Sec. 38-190. - Stormwater service fee, billing, delinquencies and collections.

- (a) The stormwater service fee may be billed separately, on a customer statement and collected along with other fees for services, or on a customer ad valorem tax statement, at the City's sole discretion, provided that in no instance shall the service fee constitute a direct lien against the parcel. Unpaid stormwater service fees shall be collected by filing suit to collect on an unpaid account and by using all methods allowed by Georgia law to collect on any judgment obtained thereby.
- (b) A stormwater service fee bill may be sent through the U.S. mail or by alternative means notifying the customer of the amount of the bill, the date the payment is due, and the date when past due. Failure to receive a bill is not justification for nonpayment. Regardless of the party to whom the bill is initially directed, the owner of each parcel of developed land shall be ultimately obligated to pay such fee. If a customer is under-billed or if no bill is sent for developed land, the City may back bill for a period of up to one year, but shall not assess penalties for any delinquency due to the failure to send a bill or an under-billing. A ten percent per month late charge shall be assessed against the owner for the unpaid balance of any stormwater utility service charge that becomes delinquent.

Sec. 38-191. - Stormwater utility inspections and enforcement.

- (a) Every occupant of real property located in the City, and every owner, contractor or developer who holds title to undeveloped real property located in the City, shall be obligated to provide stormwater management systems and facilities sufficient to collect, convey, detain, control and discharge stormwater in a safe manner consistent with all the City ordinances and development regulations, and the laws of the State of Georgia and the United States of America.
- (b) The Director ~~or designee~~ shall be permitted to enter and inspect parcels and stormwater management systems and facilities at reasonable times as often as may be necessary to determine compliance with this article.
- (c) If a parcel or facility has security measures in force which require proper identification and clearance before entry into its premises, the owner, developer or contractor shall make the necessary arrangements to allow access to the Director ~~or designee~~.
- (d) The owner, developer or contractor shall allow the Director ~~or designee~~ ready access to all parts of the parcel or facility for the purposes of inspection, investigation, observation, monitoring, measurement, recording, enforcement, sampling and testing, photography and videotaping for the purpose of ensuring compliance with the provisions of this article. The owner, developer or contractor shall allow the Director ~~or designee~~ to examine and copy any records that are required

under the conditions of an NPDES permit or development permit. The ~~Director~~^{City}~~-or designee~~ shall duly notify the owner, developer or contractor of said parcel or the representative on site, except in the case of an emergency.

- (e) The ~~Director~~^{City}~~-or designee~~ shall have the right to set up on any parcel or facility such devices as are necessary in the opinion of the department to conduct monitoring and/or sampling of discharges.
- (f) The owner, developer or contractor may allow the City to install monitoring equipment and perform monitoring as necessary. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner, developer or contractor and shall be installed at the expense of the City. All devices used to measure flow and quality shall be calibrated to ensure their accuracy. Measurements, tests and analyses performed shall be completed in accordance with 40 CFR Part 136, unless the ~~Director~~^{City}~~-or designee~~ approves another method.
- (g) Any temporary or permanent obstruction to safe and easy access to the parcel or facility to be inspected and/or sampled shall be promptly removed by the owner, developer or contractor at the written request of the ~~Director~~^{City}~~-or designee~~ and shall not be replaced. The costs of clearing such access shall be borne by the owner, developer or contractor.
- (h) Unreasonable delays in allowing the ~~Director~~^{City}~~-or designee~~ access to a facility or parcel shall constitute a violation of this article.
- (i) If the ~~Director~~^{City}~~-or designee~~ has been refused access to any part of a parcel or facility from which stormwater is or would likely be discharged, and the ~~Director~~^{City}~~-or designee~~ is able to demonstrate probable cause to believe that there may be a violation of this article, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued under this article, or to protect the overall public health, safety, environment and welfare of the community, then the department may seek issuance of a search warrant from any court of competent jurisdiction.
- (j) The ~~Director~~^{City}~~-or designee~~ may determine inspection schedules necessary to enforce the provisions of this article.
- (k) Any failure to meet the obligations set forth in this section shall constitute a nuisance and be subject to an abatement action filed by any damaged party or by the City in any court of competent jurisdiction. In the event a public nuisance is found by the Court to exist, which the owner, developer or contractor fails to properly abate within such reasonable time as allowed by the Court, the City may enter upon the parcel and cause such work as is reasonably necessary to abate the nuisance with the actual cost thereof assessed against the owner, developer, or contractor, if any, on a joint and several basis. From the date of the filing of such action, the City shall have lien rights, which may be perfected, after judgment, by filing a notice of lien on the General Execution Docket of the Superior Court of Gwinnett County. The City of Lawrenceville shall have the right, pursuant to the authority of this article, for its designated elected officials and employees to enter upon private and public parcels owned by entities other than the City, upon reasonable notice to the owner thereof, to inspect the parcel and conduct surveys and engineering tests thereon in order to ensure compliance with this section.

Sec. 38-192. - Appeals.

- (a) Any customer who believes the provisions of this article have been applied in error may appeal in the following manner:
 - (1) An appeal to the Stormwater Utility Authority must be filed in writing with the ~~Director~~^{City}~~Manager-or designee~~ within 30 days of the decision that is appealed. The appeal must be on a form prepared by the City ~~Manager~~ and shall include such information as is reasonably necessary to understand the issue appealed as requested by the Stormwater Utility Authority.
 - (2) The Stormwater Utility Authority shall conduct a technical review of the conditions on the parcel and respond to the appeal in writing within 30 days of receipt.

- (3) In response to an appeal, the Stormwater Utility Authority may adjust the stormwater service fee applicable to a parcel in conformance with the general purpose and intent of this article.
- (4) All decisions by the Stormwater Utility Authority shall be final.
- (b) The appeal process contained in this section shall be a condition precedent to an aggrieved customer seeking judicial relief. Any decision of the Stormwater Utility Authority may be appealed by application for writ of certiorari in the Superior Court of Gwinnett County, filed within 30 days of the date of receipt of service of the decision of the Stormwater Utility Authority.

Sec. 38-193. - Authority to implement article.

The Director ~~or designee~~ is authorized to make all necessary and reasonable rules, procedures and policies with respect to the enforcement of this article. All such rules, procedures and policies shall be consistent with the provisions of this article and shall be effective 30 days after being signed by the Director ~~or designee and placed in the central files of the Water Department.~~

Secs. 38-194—38-200. - Reserved.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, MAY 12, 2021

AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

Item:	Update to the City Code of Ordinances, Chapter 2, Article IX - Procurement
Department:	City Manager
Date of Meeting:	Wednesday, May 12, 2021
Fiscal Impact:	None
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve changes to the City Procurement Ordinance

Summary: Proposed changes to the Stormwater Authority Ordinance as currently structured will require an update to the City Procurement Ordinance to authorize the Stormwater Authority to approve projects. The value limit for Stormwater Authority approval is proposed to be \$300,000 to match GDOT approval authority.

There are two other proposed changes. The first is increasing the City Manager or designee approval authority to \$100,000. This matches the dollar value of public works projects in state law that have to be approved by the governing authority.

The second is to clear up language in the change order approval section to make it clear that any change order approved by the Council resets the value of the project to include the amount approved by Council. An example would be that a \$1million project approved by Council has a change order of \$200,000. The change order has to come to Council for approval. The value of the project would be reset to \$1,200,000 so the City Manager could approve additional changes in an amount up to an additional \$100,000 for a total project value of \$1,300,000. Any change over that amount would have to come back to Council for approval.

Fiscal Impact: None, administrative changes.

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, CHAPTER 2,
ARTICLE IX, PROCUREMENT**

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2, Article IX, Sec.2-255(k). – Competitive sealed bidding, Approval by City Council of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Chapter 2, Article IX, Sec.2-255 (k). – Competitive sealed bidding in its entirety and replacing it with the following:

Sec.2-255. – Competitive Sealed Bidding.

- (k) *Approval by City Council.* All contracts exceeding \$100,000.00 shall be approved by City Council. Once the contract has been approved by the City Council, all expenditures made in accordance with the terms of the contract are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to \$300,000.00.

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2, Article IX, Sec.2-256(i). – Competitive sealed proposals of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Chapter 2, Article IX, Sec.2-256(i). – Competitive sealed proposals in its entirety and replacing it with the following:

- (i) *Approval by City Council.* All contracts exceeding \$100,000.00 shall be approved by the City Council. Once the contract has been approved by the City Council, all expenditures made in accordance with the terms of the contract are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to \$300,000.00.

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2, Article IX, Sec.2-257(f)-Informal purchases of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Chapter 2, Article IX, Sec.2-257(f). – Informal purchases in its entirety and replacing it with the following:

- (f) *Approval by City Council.* Regardless of procurement method, all purchases exceeding \$100,000.00 shall be approved by City Council. Once the purchase has been approved by the City Council, all expenditures made in accordance with the terms of the purchase are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to \$300,000.00.

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2, Article IX, Sec.2-257(g)– Informal purchases of the Code of the City of Lawrenceville, Georgia is hereby

amended by deleting Chapter 2, Article IX, Sec.2-257(g). – Informal purchases in its entirety and replacing it with the following:

- (g) *Approval by City Manager.* Regardless of procurement method, all purchases between \$5,000.00 and \$100,000.00 shall be approved by the City Manager or his/her designee.

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2, Article IX, Sec.2-263(a). – Change orders and contract modifications of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Chapter 2, Article IX, Sec.2-263(a). – Change orders and contract modifications in its entirety and replacing it with the following:

- (a) *General provisions.* Except as hereinafter provided, any change order or other modification of a contract term shall be approved by the City Council. Once approved by City Council the amount of the contract shall be reset and additional change orders and contract modifications as hereinafter authorized shall use the new total value as the base amount of the contract.

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2, Article IX, Sec.2-263(b). – Change orders and contract modifications of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Chapter 2, Article IX, Sec.2-263(b). – Change orders and contract modifications in its entirety and replacing it with the following:

- (b) *City Manager authority.* The City Manager or his/her designee shall have authority to approve all purchases and change orders to purchase orders and contracts up to an absolute value of \$100,000.00.

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

IT IS SO ORDAINED, this 24TH day of May, 2021.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk