



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, March 23, 2020
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Proclamations

- [1.](#) Proclamation for Census Day

Announcements

Public Comment

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

Consent Agenda

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

- [2.](#) Chestnut Street Three Phase Overhead to Underground Conversion Project
- [3.](#) Purchase of Electrical Materials for Chestnut Street Project
- [4.](#) 1291 Creek Wood Cove Storm Drain Replacement Project
- [5.](#) Purchase of Twelve (12) Flock Safety Cameras and Budget Amendment 210-03-23-2020
- [6.](#) Purchase of Diaphragm Gas Meters on an Annual Contract

[7.](#) Nash Street Extension Project

Public Hearing Old Business

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

[8.](#) RZR2019-00003 & SUP2019-00019; 138 Paper Mill Road; Shane Lanham

[9.](#) RZC2019-00010 & SUP2019-00022; The Residential Group c/o Mahaffey Pickens Tucker, LLP-
Shane Lanham; Buford Drive (SR 20) at University Parkway (SR 316) Pending Annexation

Public Hearing New Business

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

[10.](#) RZC2020-00012 & SUP2020-00027; One Street Residential LLC, 334 & 354 Grayson Highway

[11.](#) SUP2020-00026; Third Rail Distillery, Inc.; 625 N. Clayton Street

Council Business Old Business

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

[12.](#) Gas Rate Analysis Ordinance Amendment

[13.](#) Resolution to Adopt and Implement Round Up Policy

[14.](#) Resolution to Approve Donation Policy

Council Business New Business

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

[15.](#) Site Development - Cross Hill Trail, Lot #7 Project

[16.](#) Renewal of Property and Casualty Insurance Coverages

[17.](#) Renewal of Worker's Comp Insurance Coverage

[18.](#) Appointment of Gene Byce to the Aurora Board

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 23, 2020

AGENDA CATEGORY: PROCLAMATION

Item: Proclamation for Census Day

Department: Mayor

Date of Meeting: Monday, March 23, 2020

Fiscal Impact: None

Presented By: Mayor Still

Action Requested: No Action Needed

Attachments/Exhibits:
Proclamation

OFFICE OF THE MAYOR

The City of Lawrenceville



Proclamation

WHEREAS, the City of Lawrenceville recognizes the equal importance of each resident in the 2020 Census count; and

WHEREAS, Census data guides local decision makers in important community planning efforts, including locations for schools, housing, roads, hospitals, public transportation, child care centers, and senior centers; and

WHEREAS, More than \$675 billion in federal funds are awarded annually to states and communities based on census data; and

WHEREAS, An accurate census count is required for the proper allocation of representatives with the legislative bodies of the U.S. House of Representatives and Georgia State Legislature, and is used in the redistricting of state and county voting districts; and

WHEREAS, The information collected by the census is confidential and protected by law; and

WHEREAS, A cross section of community members, including representatives from educational, business, faith-based, and multicultural organizations, will use their local expertise to raise awareness and encourage census participation in all areas of our community.

NOW THEREFORE, I, Mayor David R. Still, on behalf of the City of Lawrenceville, do hereby encourage all residents to complete the census as we strive to count every resident once, only once, and in the right place on Census Day, April 1, 2020.



In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Lawrenceville to be affixed.
This 23rd day of March, 2020.

A handwritten signature in blue ink, reading "David R. Still".

Mayor

A handwritten signature in blue ink, reading "Karen Sierce".

City Clerk



LAWRENCEVILLE

GEORGIA

2.

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 23, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Chestnut Street Three Phase Overhead to Underground Conversion Project
Department:	Electric
Date of Meeting:	Monday, March 23, 2020
Fiscal Impact:	\$239,658.16
Presented By:	Rick Baldwin
Action Requested:	Award Chestnut Street Three Phase Overhead to Underground Conversion Project to low bidder, U-TEC Construction, Inc., amount not to exceed \$239,658.16. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of but is not limited to removal of three phase overhead primary and neutral cable and installation of over 2000 feet of three phase 1000 KCMIL underground primary cable in conduit in and around Chestnut Street. A third bidder, Pike Electric, LLC declined to submit a bid due to prior commitments.

Fiscal Impact: Amount not to exceed \$239,658.16. This project is funded by the Capital Outlay Fund (5114600.541000). Project 06-027 has \$610,000 approved and available. Upon approval of this project \$370,341.84 will be remaining in the project.

Attachments/Exhibits:
Bid Tabulation

SB021-20

Chestnut Street Three Phase Overhead to Underground Conversion Project

Electric Department

			Over and Under General Contractor, Inc.		U-TEC Construction, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1 LS	\$3,200.00	\$3,200.00	\$2,600.00	\$2,600.00
2	Traffic Control	1 LS	\$3,200.00	\$3,200.00	\$15,000.00	\$15,000.00
3	Warranties & Bonds	1 LS	\$5,556.00	\$5,556.00	\$5,250.00	\$5,250.00
4	Install three phase 1000KCMIL underground primary cable in conduit.	2,130 FT	\$8.20	\$17,466.00	\$4.80	\$10,224.00
5	Install directional bore 6 inch conduit.	1,690 FT	\$88.00	\$148,720.00	\$69.50	\$117,455.00
6	Install PME-9 switchgear, fiberglass ground sleeve, and associated terminations.	2 EA	\$6,500.00	\$13,000.00	\$2,680.00	\$5,360.00
7	Install PME-11 switchgear, fiberglass ground sleeve, and associated terminations.	1 EA	\$6,500.00	\$6,500.00	\$3,275.00	\$3,275.00
8	Install directional bore 4 inch conduit.	535 FT	\$76.00	\$40,660.00	\$67.50	\$36,112.50
9	Install three phase 1/0 underground primary cable in conduit.	700 FT	\$4.80	\$3,360.00	\$3.90	\$2,730.00
10	Install three phase 1000 KCMIL pothead terminations	2 EA	\$6,200.00	\$12,400.00	\$13.75	\$27.50
11	Install three phase 1/0 primary pothead terminations	1 EA	\$3,800.00	\$3,800.00	\$780.00	\$780.00
12	Terminate three phase 1/0 underground primary cable in existing transformer	1 EA	\$1,250.00	\$1,250.00	\$412.00	\$412.00
13	Install 45' class 2 wood pole	1 EA	\$2,880.00	\$2,880.00	\$3,300.00	\$3,300.00
14	Terminate three phase 1000 KCMIL underground primary cable in existing PME-11	1 EA	\$2,400.00	\$2,400.00	\$827.16	\$827.16
15	Remove existing three phase overhead primary and neutral wire once all underground work is complete. Saw off poles above joint use attachments.	1 EA	\$12,000.00	\$12,000.00	\$23,860.00	\$23,860.00
16	Addendum 1	1 EA	\$0.00	\$0.00	\$12,445.00	\$12,445.00
Total			\$276,392.00		\$239,658.16	

Recommended Vendor:

U-TEC Construction, Inc.

926 Ridgedale Dr.

Lawrenceville, GA 30043

P: 770-237-0805

lwilson@utec-inc.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 23, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Electrical Materials for Chestnut Street Project
Department:	Electric
Date of Meeting:	Monday, March 23, 2020
Fiscal Impact:	\$139,125.95
Presented By:	Rick Baldwin
Action Requested:	Award Purchase of Electrical Materials for Chestnut Street Project to the following low bidders: Anixter Utility Power Solutions in the amount of \$828.75, Gresco Utility Supply in the amount of \$60,862.00, Stuart C. Irby Co., Inc. in the amount of \$52,326.45, Tri-State Utility Products in the amount of \$3,873.20, and Wesco Distribution, Inc. in the amount of \$21,235.55 per the attached bid tabulation.

Summary: This is to provide electrical materials for the Chestnut Street Three Phase Overhead to Underground Conversion Project.

Fiscal Impact: Amount of \$139,125.95. This project is funded by the Capital Outlay Fund (5114600.541000). Project 06-027 has \$610,000 approved and available. Upon approval of this item \$470,874.05 will remain in the project.

Attachments/Exhibits:

Bid Tabulation

WQ015-20
Purchase of Materials for Chestnut St. OH to UG Electrical Materials
Electric Department

3.

				Anixter Utility Power Solutions	Gresco Utility Supply	Stuart C. Irby Co., Inc.	Tri-State Utility Products	Wesco Distribution, Inc.
ITEM #	DESCRIPTION	QTY.		TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
1	6" POLY CONDUIT DIRECT BORE RED (450' Per Reel)	5	Reel	\$12,037.50	\$16,335.00	\$11,587.50	NB	\$9,630.00
2	4" POLY CONDUIT DIRECT BORE RED (500' Per Reel)	2	Reel	\$3,187.50	\$2,750.00	\$2,500.00	NB	\$2,335.10
3	2" POLY CONDUIT DIRECT BORE RED (2,500' Per Reel)	1	Reel	\$2,100.00	\$1,800.00	\$1,725.00	NB	\$1,712.50
4	15kV, 260 MIL, 1000 MCM (350' REEL) (Cut to Length)	3	Reel	NB	\$6,720.00	\$9,125.25	\$10,080.00	\$8,162.70
5	15kV, 260 MIL, 1000 MCM (390' REEL) (Cut to Length)	3	Reel	NB	\$7,488.00	\$10,076.25	\$11,232.00	\$9,095.58
6	15kV, 260 MIL, 1000 MCM (420' REEL) (Cut to Length)	3	Reel	NB	\$8,064.00	\$10,789.50	\$12,096.00	\$9,795.24
7	15kV, 260 MIL, 1000 MCM (700' REEL) (Cut to Length)	3	Reel	NB	\$13,440.00	\$16,642.50	\$20,160.00	\$16,632.54
8	15kV, 260 MIL, 1000 MCM (370' REEL) (Cut to Length)	3	Reel	NB	\$7,104.00	\$9,600.75	\$10,656.00	\$8,629.14
9	15kV, 220 MIL, EPR, 1/0 PRIMARY (3 full 2,500' reels)	3	Reel	\$19,650.00	\$16,125.00	\$17,850.00	\$24,975.00	\$16,440.00
10	15 kV, LOADBREAK ELBOW, W/O TP, 200A, 175/220 MIL INS, 1/0	12	Each	\$321.60	\$281.40	\$295.20	\$579.00	\$279.00
11	3 PHASE, 1/0 UNDERGROUND TERMINATION KIT	6	Each	\$252.00	\$234.00	\$171.00	NB	NB
12	2" U GUARD RISER SHIELD (10' SECTION)	1	Bundle	\$3,060.00	\$1,450.00	\$1,342.50	\$1,036.00	\$3,300.00
13	4" U GUARD RISER SHIELD (10' SECTION)	1	Bundle	\$2,950.00	\$1,345.00	\$897.75	\$1,016.00	\$2,600.00
14	6" U GUARD RISER SHIELD (10' SECTION)	1	Bundle	NB	\$1,035.00	\$1,235.25	\$754.20	\$1,743.00
15	37.5 KVA, SINGLE PHASE, 7200, 120/240, UG, PADMOUNT, W/O IFD	1	Each	\$1,550.00	\$1,345.00	\$1,356.00	NB	\$1,569.30
16	42" X 42" SINGLE PHASE TRANSFORMER CONCRETE PAD	1	Each	\$101.00	\$95.00	\$93.00	NB	NB
17	ANCHOR, 10" SINGLE HELIX,	1	4/Box	\$21.65	\$84.20	\$91.40	\$106.80	\$86.00
18	ANCHOR ROD, 3/4" X 7' GALVANIZED	2	Each	\$40.58	\$40.00	\$20.50	\$112.50	\$90.00
19	15 kV, RISER POLE, POLYMER ARRESTER	1	Box	\$37.50	\$34.00	\$187.50	\$45.50	\$33.65
20	FG T-BRACKET, 3-PHASE ARRESTER & CUTOUT	1	Each	\$156.00	\$110.00	NB	\$141.85	\$125.50
21	15 kV BUSHING INSERT	3	30/Box	\$693.00	\$1,680.00	\$1,957.50	\$1,830.00	\$1,894.50
22	SINGLE EYE SUPPORT GRIP FOR 1/0 WIRE (KELLUMS)	1	50/Box	\$817.50	\$812.50	\$772.50	\$785.00	\$780.00

BID TABULATION

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23	ELBOW TAP PLUG	1	Each	\$128.00	\$151.00	\$1,815.00	\$134.00	\$93.05
24	BUSHING INSULATING CAP, WITH GROUND	1	10/Box	\$232.00	\$191.00	\$332.50	\$327.00	\$190.00
25	CUTOUT 15kV, 100A, POLYMER	6	Each	\$381.00	\$396.00	\$359.70	\$663.60	\$396.00
26	15 kV POLYMER INSULATOR	1	15/Box	\$18.00	\$142.50	\$158.40	\$163.50	\$85.50
27	15 kV ELBOW ARRESTOR	6	Each	\$365.40	\$360.00	\$355.50	\$432.00	\$347.70
28	WIRE, #2, 7 STR BARE CU (25# SPOOL)	4	Spool	\$385.00	\$385.00	\$365.00	\$465.00	\$380.00
29	WIRE, 4/0, 7 STR BARE CU	4	Spool	\$2,400.00	\$5,300.00	\$4,850.00	\$1,072.00	\$9,800.00
30	GRIP, PREFORM FOR STEEL GUY WIRE	1	50/Box	\$162.50	\$145.00	\$142.50	NB	\$130.00
31	GROUND SLEEVES FIBERGLASS, DIMENSIONS: 75" X 73" X 36"	3	Each	NB	NB	\$4,008.00	NB	\$3,408.00
32	PSE-9 DEADFRONT SWITCHGEAR, 15KV	2	Each	NB	\$27,000.00	\$25,216.00	NB	NB
33	PSE-11 DEADFRONT SWITCHGEAR, 15KV	1	Each	NB	\$17,681.00	\$14,277.00	NB	NB
34	POLYWATER PULLING LUBE	2	Box	\$34.50	\$132.00	\$129.00	NB	\$174.00
35	ROD, GROUND, 5/8" X 8'	1	20/Box	\$340.00	\$206.00	\$1,050.00	\$260.00	\$1,000.00
36	T-BODY TERMINATOR FOR 1000 UNDERGROUND PRIMARY	24	Each	\$3,606.00	\$3,336.00	\$2,904.00	\$2,928.00	\$3,489.60
37	RISER WIRE, #6 CU, SOL, POLYWIRE	1	Spool	\$130.00	\$162.50	\$132.50	\$155.00	\$119.75
38	FIBERLINK, DOWN GUY, 78"	4	Each	\$61.60	\$78.00	NB	\$174.00	NB
39	600 AMP SOLID BLADE POLE MOUNTED SPST SWITCH	6	Each	\$18,336.00	\$1,068.00	\$1,140.00	\$1,011.00	\$1,078.50
40	1/0 TRIPLEX UNDERGROUND SECONDARY WIRE (BRENAU)	1	Reel	\$880.00	\$870.00	\$812.00	\$1,050.00	\$831.50
41	4/0 TRIPLEX UNDERGROUND SECONDARY WIRE (SWEETBRIAR)	1	Reel	\$1,350.00	\$1,395.00	\$1,295.00	\$1,450.00	\$1,375.00
42	FUSE - UNIT END FITTING KIT	5	Kits	NB	\$1,625.00	\$1,315.00	NB	NB
43	SMU-20 80 AMP FUSES, 15KV	24	Each	NB	\$3,312.00	\$4,680.00	NB	\$2,956.80
44	FAULT INDICATORS	24	Each	\$7,056.00	\$3,864.00	\$3,828.00	\$4,920.00	NB
45	3 PHASE FIBER OPTIC CABLES FOR FAULT INDICATORS	8	Each	\$516.00	\$260.00	\$618.00	\$380.00	NB

Recommended Vendors:

Anixter Utility Power Solutions
3525 Best Friend Rd.
Norcross, GA 30071
404-223-1849
Lines 17, 21, 26, 34 and 38

Gresco Utility Supply
1135 Rumble Rd.
Forsyth, GA 31029
478-315-0800
Lines 4, 5, 6, 7, 8, 9, 15, 20, 35 and 45

Stuart C. Irby Co., Inc.
1025 A Cobb Intrnational Pl.
Kennesaw, GA 30144
770-422-1005
Lines 11, 13, 16, 18, 22, 25, 28, 32, 33, 36, 40, 41, 42 & 44

Tri-State Utility Products
1030 Atlanta Industrial Dr.
Marietta, GA 30066
770-590-2857
Lines 12, 14, 29 and 39

Wesco Distribution, Inc.
610-B Bohannon Rd.
Fairburn, GA 30213
770-477-3860
Lines 1, 2, 3, 10, 19, 23, 24, 27, 30, 31, 37 and 43



LAWRENCEVILLE

GEORGIA

4.

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 23, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item: 1291 Creek Wood Cove Storm Drain Replacement Project

Department: Engineering

Date of Meeting: Monday, March 23, 2020

Fiscal Impact: \$250,321.50

Presented By: Dennis Billew

Action Requested: Award 1291 Creek Wood Cove Storm Drain Replacement Project to low bidder, The Dickerson Group, Inc. in the amount of \$250,321.50. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

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

Background:

Fiscal Impact: Amount not to exceed \$250,321.50. This project is funded by the Capital Outlay Fund (5604320.541000). Project 25-002 has \$895,630.14 approved and available. Upon approval of this item the project will have \$645,308.64 remaining.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

1291 Creek Wood Cove Storm Drain Replacement Project
Engineering

4.

				A & S Paving, Inc.		GS Construction		M.Q. Developments, LLC		Ohmshiv Const LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$5,000.00	\$5,000.00	\$49,500.00	\$49,500.00	\$10,000.00	\$10,000.00	\$7,500.00	\$7,500.00
2	Mobilization	1	LS	\$8,500.00	\$8,500.00	\$11,300.00	\$11,300.00	\$24,950.00	\$24,950.00	\$7,500.00	\$7,500.00
3	Erosion Control	1	LS	\$7,500.00	\$7,500.00	\$33,000.00	\$33,000.00	\$18,815.00	\$18,815.00	\$5,000.00	\$5,000.00
4	Complete demolition of exist. Storm Drain Pipe System (18"- 54" pipes), all shrubbery, Trees, fences, sod, saw cut & asphalt removal, and remove & replace unsuitable material.	1	LS	\$87,000.00	\$87,000.00	\$108,100.00	\$108,100.00	\$140,445.50	\$140,445.50	\$115,801.00	\$115,801.00
5	Install complete 18" (RCP) (incl. excavation, all tie-ins, shoring & bedding)	35	LF	\$125.00	\$4,375.00	\$300.00	\$10,500.00	\$72.10	\$2,523.50	\$45.00	\$1,575.00
6	Install complete 18" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	102	LF	\$135.00	\$13,770.00	\$147.00	\$14,994.00	\$62.26	\$6,350.52	\$45.00	\$4,590.00
7	Install complete 24" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	83	LF	\$145.00	\$12,035.00	\$168.00	\$13,944.00	\$68.75	\$5,706.25	\$60.00	\$4,980.00
8	Install complete 30" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	238	LF	\$155.00	\$36,890.00	\$165.00	\$39,270.00	\$82.32	\$19,592.16	\$75.00	\$17,850.00
9	Install complete 42" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	205	LF	\$180.00	\$36,900.00	\$197.00	\$40,385.00	\$107.95	\$22,129.75	\$110.00	\$22,550.00
10	Install complete 48" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	677	LF	\$250.00	\$169,250.00	\$156.00	\$105,612.00	\$134.38	\$90,975.26	\$130.00	\$88,010.00
11	24" curb & gutter	200	LF	\$15.00	\$3,000.00	\$36.00	\$7,200.00	\$20.00	\$4,000.00	\$16.00	\$3,200.00
12	Install complete gab - 6" thick	10	TN	\$45.00	\$450.00	\$375.00	\$3,750.00	\$49.40	\$494.00	\$30.00	\$300.00
13	Install complete asphaltic conc. BINDER 19 mm SP TP 2 blend with h/lime, 3" (330 lb. /SY) including mat. tack coat	10	TN	\$200.00	\$2,000.00	\$750.00	\$7,500.00	\$200.00	\$2,000.00	\$140.00	\$1,400.00
14	Install complete asphalt paving surface course 1.5" (165 lb. /SY) thick super pave 9.5 mm including tack	5	TN	\$250.00	\$1,250.00	\$800.00	\$4,000.00	\$200.00	\$1,000.00	\$140.00	\$700.00
15	Re-Grout all the Storm Drain Structures	1	LS	\$17,500.00	\$17,500.00	\$32,550.00	\$32,550.00	\$17,707.50	\$17,707.50	\$8,500.00	\$8,500.00
16	Permanent grass/sod (include fertilizer & mulch)	1	LS	\$32,000.00	\$32,000.00	\$63,000.00	\$63,000.00	\$14,637.60	\$14,637.60	\$5,000.00	\$5,000.00
	10% Contingencies	1			\$43,742.00		\$54,460.00		\$38,132.70		\$29,445.60
TOTAL				\$481,162.00		\$599,065.00		\$419,459.74		\$323,901.60	

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

4.

				Site Engineering, Inc.		The Dickerson Group, Inc.		Tople Construction & Engineering, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$10,000.00	\$10,000.00	\$5,400.00	\$5,400.00	\$7,620.00	\$7,620.00
2	Mobilization	1	LS	\$35,000.00	\$35,000.00	\$7,500.00	\$7,500.00	\$3,000.00	\$3,000.00
3	Erosion Control	1	LS	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$17,000.00	\$17,000.00
4	Complete demolition of exist. Storm Drain Pipe System (18"- 54" pipes), all shrubbery, Trees, fences, sod, saw cut & asphalt removal, and remove & replace unsuitable material.	1	LS	\$100,000.00	\$100,000.00	\$26,000.00	\$26,000.00	\$90,000.00	\$90,000.00
5	Install complete 18" (RCP) (incl. excavation, all tie-ins, shoring & bedding)	35	LF	\$105.00	\$3,675.00	\$110.00	\$3,850.00	\$120.00	\$4,200.00
6	Install complete 18" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	102	LF	\$105.00	\$10,710.00	\$80.00	\$8,160.00	\$39.00	\$3,978.00
7	Install complete 24" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	83	LF	\$130.00	\$10,790.00	\$90.00	\$7,470.00	\$52.00	\$4,316.00
8	Install complete 30" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	238	LF	\$165.00	\$39,270.00	\$95.00	\$22,610.00	\$58.00	\$13,804.00
9	Install complete 42" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	205	LF	\$240.00	\$49,200.00	\$110.00	\$22,550.00	\$90.00	\$18,450.00
10	Install complete 48" (HDPE) high density polyethylene pipe (incl. excavation, all tie-ins, shoring & bedding)	677	LF	\$275.00	\$186,175.00	\$125.00	\$84,625.00	\$106.00	\$71,762.00
11	24" curb & gutter	200	LF	\$80.00	\$16,000.00	\$20.00	\$4,000.00	\$25.00	\$5,000.00
12	Install complete gab - 6" thick	10	TN	\$200.00	\$2,000.00	\$40.00	\$400.00	\$75.00	\$750.00
13	Install complete asphaltic conc. BINDER 19 mm SP TP 2 blend with h/lime, 3" (330 lb. /SY) including mat. tack coat	10	TN	\$500.00	\$5,000.00	\$200.00	\$2,000.00	\$75.00	\$750.00
14	Install complete asphalt paving surface course 1.5" (165 lb. /SY) thick super pave 9.5 mm including tack	5	TN	\$500.00	\$2,500.00	\$200.00	\$1,000.00	\$500.00	\$2,500.00
15	Re-Grout all the Storm Drain Structures	1	LS	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00	\$6,500.00	\$6,500.00
16	Permanent grass/sod (include fertilizer & mulch)	1	LS	\$34,000.00	\$34,000.00	\$20,000.00	\$20,000.00	\$7,000.00	\$7,000.00
	10% Contingencies	1			\$53,432.00		\$22,756.50		\$26,163.00
TOTAL				\$587,752.00		\$250,321.50		\$282,793.00	

Recommended Vendor:

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

jason.freeland@dickersongroup.net



LAWRENCEVILLE

GEORGIA

5.

AGENDA REPORT

MEETING: WORK SESSION, MARCH 11, 2020

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Purchase of Twelve (12) Flock Safety Cameras and Budget Amendment 210-03-23-2020
Department:	Police Department
Date of Meeting:	Wednesday, March 11, 2020
Fiscal Impact:	Us of \$24,000.00 in Confiscated Assets Fund Balance
Presented By:	Chief Tim Wallis
Action Requested:	Approve a Customer Agreement with Flock Group, Inc to purchase twelve (12) Flock Safety Cameras in the amount of \$24,000.00 on an annual contract and to authorize the Mayor to sign the agreement upon review and approval of the City Attorney and to authorize Budget Amendment 210-03-23-2020

Summary: This request is to purchase 12 Flock Safety cameras to be placed in crime “hot spots” and to also enter into an annual contract for 12 cameras at the rate of \$2,000.00 per camera.

Background:

Purpose – The Flock Safety cameras would be placed in areas of known criminal activity to assist in criminal investigations and to deter and decrease future criminal activity. Research has shown a 34 to 60 percent reduction in crime rates in cities utilizing Flock Safety cameras. Over 400 cities in 36 states and over 100 police departments use Flock Safety cameras.

Fiscal Impact: Amount not to exceed \$24,000.00. Upon approval of this item, \$24,000 of Confiscated Assets Fund Balance will be available in Project 09-017 (Flock Safety Cameras). Upon approval of this purchase, the confiscated assets fund balance will be \$300,913.94

Attachments/Exhibits:

Justification Information
Quote

Flock Safety ALPR System - Lawrenceville Police Department

Flock Safety's ALPR system includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Company Overview

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock Safety camera systems are live in over 400 cities in 36 states and over 100 police departments. With +400 million cars captured per month and hotlist notifications live with jurisdictions throughout the U.S., our team is helping agencies solve crime every hour.

Our Team

We are a team of passionate engineers and developers focused on creating cutting-edge technology to help solve and prevent crime. We do this by building our own hardware, writing our own software, and continuously improving our systems. Ongoing customer feedback is at the core of our product. We release regular enhancements based on customer needs, so we can deliver the best technology to help eliminate non-violent crime.

Purpose

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by car type, color, timeframe, or plate details.

In April 2019, Marietta Police Department released a study that shows they experienced a 34% reduction in calls for service by targeting crime hot spots throughout the city with Flock Safety cameras.

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a 60%

reduction in overall crime by focusing on the beat with the highest crime levels.

5.

Product

Flock Safety cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.



Camera Performance

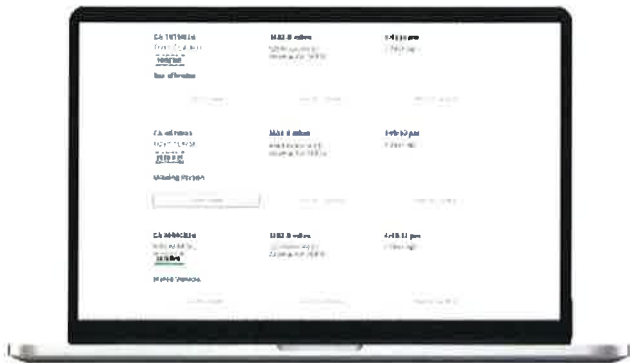
- Traffic Capacity: 15,000 per day
 - NCIC Alert Notifications: Under 40 seconds
 - Includes time, location, plate, and vehicle image
 - Includes state specific alerts based on image
- Power Source
 - 100-240 VAC <1 amp
 - 60 W Solar
 - 11-14 VDC
- Processing Power
 - 1.4GHz
 - 64-bit quad-core CPU
- Image Capture
 - License plates from up to 75 ft
 - Date and time with camera location
 - Plate (state, partial, paper, and none)
 - Vehicle details (type and color)
 - Additional objects (bicycle, animal, person)

Camera Specifications

- Design
 - Dimensions: 8.75" x 3"
 - Weight: 3 lbs
 - IP65 Waterproof
- Power
 - 14Ah Battery
 - 30W Solar Panel (14" x 21")
- Data: 16GB local storage, ~2 weeks
- Image: 5MP Image Sensor
- Motion: Passive Infrared Motion Detection
- Connectivity
 - Embedded Cellular LTE Connection
 - Service depends on area (AT&T, Verizon or T Mobile)
- Production: Designed & manufactured in the US
- Night Vision: 850nm Custom IR Array
- Cloud Storage
 - 30 days storage (Amazon Web Services)
 - Accessible via secure website

Software User Interface

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device.



Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- Hot plate alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)



Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Filter by *Vehicle Fingerprint*
 - Timeframe
 - Object (Vehicle, Bicycle, Animal Person)
 - Vehicle Characteristics
 - Plate (partial)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status

Performance

Day Time Footage

Night Time Footage



5.

Results

Jersey Village, Texas - [A camera on every street to create a virtual gate](#)

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

Marietta, Georgia - [34% reduction in calls for service in targeted hotspots](#)

Cameras within the county led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb
- Flock Cameras: 70 and growing (30 police cameras and 40 private cameras)
- Residents: 650,000
- Installation: Two months from purchase for first hotspot

Redlands, California - [Contain crime with custom hotlist alerts](#)

A string of commercial burglaries across two towns led officers to create a custom hotlist alert for the suspected vehicle's tag. Within three days, detectives received the notification and were able to pursue the suspect.

- Location: San Bernardino suburb

- Flock Cameras: 14
- Residents: 70,000
- Installation: Phased approach, ongoing

Post Purchase Order

Safety-as-a-Service

- Customer Support team to provide ongoing support
- Regular software updates at no additional cost
- Unlimited users for hotlist integration and alerts, and camera footage search
- Maintenance requests handled within 72 hours of request submission

Installation & Camera Locations

The average installation is 4 to 8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection

Solar & existing pole



City Foot Traffic Street

Electric and existing pole



Entrance to Neighborhood

Solar & Flock 12 ft pole



Pricing & Contract Details

Today's Date - Feb 18, 2020
This proposal expires in 30 days.

Traditional ALPR systems have upfront costs ranging from \$10,000 to \$30,000 per camera. Additionally, due to infrastructure requirements installation can be costly and timing can vary drastically.

Flock's ALPR camera is the only completely wireless system designed for city-wide protection. This fully infrastructure-free setup with options for solar or direct power, allows us to offer flexible and affordable pricing. Helping police across the country have more eyes on the street to help reduce crime in a matter of weeks.

Subscription Details	Price	QTY	Subtotal
1 Year Warranty			
Annual Subscription Price per year	\$2,000.00	12	\$24,000.00
Automatic License Plate Reader (ALPR) Solar or DC Power 2 Year Maintenance Warranty	\$0.00	0	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	0	\$0.00
Installation Camera Setup Shipping & Handling	\$0.00	0	\$0.00
Other Cellular Mounting Equipment	\$0.00	0	\$0.00
Annual Subscription Price			
Subtotal			\$24,000.00
Total			\$24,000.00

**FLOCK GROUP INC.
SERVICES AGREEMENT
ORDER FORM**

This Order Form together with the Terms (as defined herein) describe the relationship between Flock Group Inc. ("**Flock**") and the customer identified below ("**Customer**") (each of Flock and Customer, a "**Party**"). This order form ("**Order Form**") hereby incorporates and includes the "GOVERNMENT AGENCY CUSTOMER AGREEMENT" attached (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

The Agreement will become effective when this Order Form is executed by both Parties (the "**Effective Date**").

Customer: Lawrenceville Police Department

Contact: Chief Tim Wallis

Address: 300 Jackson Street
Lawrenceville, GA 30046

Phone: 770-670-5001

E-Mail: twallis@lawrencevillepd.com

Usage Fees: \$24000 per Year (the "Payment Period")

Initial Term: 12 Months

Number of Cameras: 12

Renewal Term: 12- Months

Installation Fee (one-time) \$0

Billing Contact:

Pole Fee (one-time) \$0

(if different than above)

Expected Payment Method: Check

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms attached. The Parties have executed this Agreement as of the dates set forth below.

Flock Group Inc

By:

Name: Jonathan Love

Title: Head of Finance

Date: 02/18/2020

Customer:

By:

Name: Tim Wallis

Title: Chief

Date: 02/18/2020

Flock Group Inc.

Order Form
Lawrenceville Police Department
1502590576

EXHIBIT A

Statement of Work

Installation of (12) Flock Cameras on existing poles or Flock-supplied poles if required

GOVERNMENT AGENCY CUSTOMER AGREEMENT

This Government Agency Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Rd NW #210, Atlanta, GA 30318 (“**Flock**”) and the police department or government agency identified in the signature block below (“**Agency**”) (each a “**Party**,” and together, the “**Parties**”).

RECITALS

WHEREAS, Flock offers a solution for automatic license plate detection through Flock’s technology platform (the “**Flock Service**”), and upon detection, the Flock Service creates images and recordings of suspect vehicles (“**Footage**”) and can provide notifications to Agency upon the authorization from Non-Agency End User (“**Notifications**”);

WHEREAS, Agency desires to purchase, use and/or have installed access to the Flock Service in order to create, view, search and archive Footage and receive Notifications, including those from non-Agency users of the Flock System (where there is an investigative purpose) such as schools, neighborhood home owners associations, businesses, and individual users;

WHEREAS, unless legally required, because Footage is stored for no longer than 30 days in compliance with Flock’s records retention policy, Agency is responsible for extracting, downloading and archiving Footage from the Flock System on its own storage devices; and

WHEREAS, Flock desires to provide Agency the Flock Service and any access thereto, subject to the terms and conditions of this Agreement, solely for the purpose of crime awareness and prevention by police departments and archiving for evidence gathering (“**Purpose**”).

AGREEMENT

NOW, THEREFORE, Flock and Agency agree as follows and further agree to incorporate the Recitals into this Agreement.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Authorized End User**” shall mean any individual employees, agents, or contractors of Agency accessing or using the Services through the Web Interface, under the rights granted to Agency pursuant to this Agreement.

1.2 “**Agency Data**” will mean the data, media and content provided by Agency through the Services. For the avoidance of doubt, the Agency Content will include the Footage and geolocation information and environmental data collected by sensors built into the Units.

1.3 “**Documentation**” will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Services which are provided by Flock to Agency in accordance with the terms of this Agreement.

1.4 “**Embedded Software**” will mean the software and/or firmware embedded or preinstalled on the Hardware.

1.5 “**Flock IP**” will mean the Flock Services, the Documentation, the Hardware, the Embedded Software, the Installation Services, and any and all intellectual property therein or otherwise provided to Agency and/or its Authorized End Users in connection with the foregoing.

1.6 “**Footage**” means still images and/or video captured by the Hardware in the course of and provided via the Services.

1.7 “**Hardware**” shall mean the Flock Gate Cameras and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services. The term “**Hardware**” excludes the Embedded Software.

1.8 “**Installation Services**” means the services provided by Flock regarding the installation, placements and configuration of the Hardware, pursuant to the Statement of Work attached hereto.

1.9 “**Flock Services**” means the provision, via the Web Interface, of Flock’s software application for automatic license plate detection, searching image records, and sharing Footage.

1.10 “**Non-Agency End User**” means a Flock’s non-Agency customer that has elected to give Agency access to its data in the Flock System for investigative purposes.

1.11 “**Non-Agency End User Data**” means the Footage, geolocation data, environmental data and/or Notifications of a Non-Agency End User for investigative purposes only.

1.12 "**Unit(s)**" shall mean the Hardware together with the Embedded Software.

1.13 "**Web Interface**" means the website(s) or application(s) through which Agency and its Authorized End Users can access the Services in accordance with the terms of this Agreement.

1.14 "**Aggregated data**" means information that relates to a group or category of customers, from which individual customers' identities have been removed, that is not linked or reasonably linkable to any customer, including via a device.

2. FLOCK SERVICES AND SUPPORT

2.1 Provision of Access. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Service Term and No-Fee Term, solely for the Authorized End Users. The Footage will be available for Agency to access via the Web Interface for 30 days.

Authorized End Users will be required to sign up for an account, and select a password and username ("**User ID**"). Flock will also provide Agency the Documentation to be used in accessing and using the Flock Services. Agency shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Agency, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Agency. Agency shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Flock Services and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, including without limitation using a third party to host the Web Interface which make the Flock Services available to Agency and Authorized End Users. Flock will pass-through any warranties that Flock receives from its then current third-party service provider to the extent that such warranties can be provided to Agency. SUCH WARRANTIES, AS PROVIDED AS HONORED BY SUCH THIRD PARTIES, ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND FLOCK'S SOLE AND EXCLUSIVE LIABILITY WITH REGARD TO SUCH THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION HOSTING THE WEB INTERFACE. Agency agrees to comply with any acceptable use policies and other terms of any third-party service provider that are provided or otherwise made available to Agency from time to time.

2.2 Embedded Software License. Subject to all terms of this Agreement, Flock grants Agency a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as installed on the Hardware by Flock; in each case, solely as necessary for Agency to use the Flock Services.

2.3 Documentation License. Subject to the terms of this Agreement, Flock hereby grants to Agency a non-exclusive, non-transferable right and license to use the Documentation during the Service Term for Agency's internal purposes in connection with its use of the Flock Services as contemplated herein.

2.4 Usage Restrictions. Agency will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP, or attempt to do any of the foregoing, and Agency acknowledges that nothing in this Agreement will be construed to grant Agency any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Flock IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Flock; (vi) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; (vii) use the Flock Services for timesharing or service bureau purposes or otherwise for the benefit of a third party or any purpose other than the Purpose; or (viii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Agency's rights under Sections 2.1, 2.2, or 2.3. Non-agency data may only be accessed for investigative purposes.

2.5 Retained Rights; Ownership. As between the Parties, subject to the rights granted in this Agreement, Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Agency acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Agency further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. There are no implied rights.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Flock may temporarily suspend Agency's and any Authorized End User's access to any portion or all of the Flock IP if (i) Flock reasonably determines that (a) there is a threat or attack on any of the Flock IP; (b) Agency's or any Authorized End User's use of the Flock Service disrupts or poses a security risk to the Flock Service or any other customer or vendor of Flock; (c) Agency or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Flock's provision of the Flock Services to Agency or any Authorized End User is prohibited by applicable law; or (e) any vendor of Flock has suspended or terminated Flock's access to or use of any third party services or products required to enable Agency to access the Flock (each such suspension, in accordance with this Section 2.6, a "**Service Suspension**"). Flock will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Agency (including notices sent to Flock's registered email address) and to provide updates regarding

resumption of access to the Flock IP following any Service Suspension. Flock will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Agency or any Authorized End User may incur as a result of a Service Suspension.

2.7 Installation Services.

2.7.1 Designated Locations. Prior to performing the physical installation of the Units, Flock shall advise Agency on the location and positioning of the Units for optimal license plate image capture, as conditions and location allow. While Flock will provide advice regarding the location of positioning of such Units, Agency will have the ultimate decision regarding the location, position and angle of the Units (each Unit location so designated by Agency, a “**Designated Location**”). Due to the fact that Agency selects the Designated Location, Flock shall have no liability to Agency resulting from any poor performance, functionality or Footage resulting from or otherwise relating to the Designated Locations. After an installation plan with Designated Locations and equipment has been agreed upon by both Flock and the Agency, any subsequent changes to the installation plan driven by Agency's request will incur a \$250 charge in addition to any equipment charges. These changes include but are not limited to camera re-positioning, adjusting of camera mounting, re-angling, changes to heights of poles, and removing foliage.

2.7.2 Agency's Installation Obligations. Agency agrees to allow Flock and its agents reasonable access to the designated installation locations at all reasonable times upon reasonable notice for the purpose of performing the installation work (together with the preceding sentence, the “**Agency Installation Obligations**”). It is understood that the Installation Fees do not include any permits or associated costs, any federal, state or local taxes including property, license, privilege, sales, use, excise, gross receipts or other similar taxes which may now or hereafter become applicable to, measured by or imposed upon or with respect to the installation of the Hardware, its use, or any other services performed in connection therewith and that Agency shall be solely responsible for the foregoing. Agency represents and warrants that it has all necessary right title and authority and hereby authorizes Flock to install the Hardware at the Designated Locations and to make any necessary inspections or tests in connection with such installation.

2.7.3 Flock's Installation Obligations. The Hardware shall be installed in a workmanlike manner in accordance with Flock's standard installation procedures, and the installation will be completed within a reasonable time from the time the Designated Locations are selected by Agency. Following the initial installation of the Hardware, Flock's obligation to perform installation

work shall cease; however, Flock will continue to monitor the performance of the Units. Agency understands and agrees that the Flock Services will not function without the Hardware.

2.7.4 Security Interest. The Hardware shall remain the personal property of Flock and will be removed upon the termination or expiration of this Agreement. Agency agrees to perform all acts which may be necessary to assure the retention of title of the Hardware by Flock. Should Agency default in any payment for the Flock Services or any part thereof or offer to sell or auction the Hardware, then Agency authorizes and empowers Flock to remove the Hardware or any part thereof. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Agency's default and Flock shall have the right to enforce any other legal remedy or right.

2.8 Hazardous Conditions. Unless otherwise stated in the Agreement, Flock's price for its services under this Agreement does not contemplate work in any areas that contain hazardous materials, or other hazardous conditions, including, without limit, asbestos. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately in the area affected until such materials are removed or rendered harmless. Any additional expenses incurred by Flock as a result of the discovery or presence of hazardous material or hazardous conditions shall be the responsibility of Agency and shall be paid promptly upon billing.

2.9 Support Services. Subject to the payment of fees, Flock shall monitor the performance and of Flock Services and may, from time to time, advise Agency on changes to the Flock Services, Installation Services, or the Designated Locations which may improve the performance or functionality of the Services or may improve the quality of the Footage. The work, its timing, and the fees payable relating to such work shall be agreed by the Parties prior to any alterations to or changes of the Services or the Designated Locations ("**Monitoring Services**"). Subject to the terms hereof, Flock will provide Agency with reasonable technical and on-site support and maintenance services ("**On-Site Services**") in-person or by email at hello@flocksafety.com. Flock will use commercially reasonable efforts to respond to requests for support.

3. AGENCY RESTRICTIONS AND RESPONSIBILITIES

3.1 Agency Obligations. Agency agrees to provide Flock with accurate, complete, and updated registration information. Agency may not select as its User ID a name that Agency does not have the right to use, or another person's name with the intent to impersonate that person. Agency may not transfer its account to anyone else without prior written permission of Flock. Agency

will not share its account or password with anyone and must protect the security of its account and password. Agency is responsible for any activity associated with its account. Agency shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services. Agency will, at its own expense, provide assistance to Flock, including, but not limited to, by means of access to, and use of, Agency facilities and Agency equipment, as well as by means of assistance from Agency personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Flock to perform its obligations hereunder, including, without limitation, any obligations with respect to Support Services or any Installation Services.

3.2 Agency Representations and Warranties. Agency represents, covenants, and warrants that Agency will use the Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of video, photo, or audio content and retention thereof.

4. CONFIDENTIALITY; AGENCY DATA; NON-AGENCY DATA

4.1 Confidentiality. Each Party (the “*Receiving Party*”) understands that the other Party (the “*Disclosing Party*”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “*Proprietary Information*” of the Disclosing Party). Proprietary Information of Flock is non-public information including but not limited to features, functionality, designs, user interfaces, trade secrets, intellectual property, business plans, marketing plans, works of authorship, hardware, customer lists and requirements, and performance of the Flock Services. Proprietary Information of Agency includes non-public Agency Data, Non-Agency End User Data, and data provided by Agency or a Non-Agency End User to Flock or collected by Flock via the Unit, including the Footage, to enable the provision of the Services. The Receiving Party shall not disclose, use, transmit, inform or make available to any entity, person or body any of the Proprietary Information, except as a necessary part of performing its obligations hereunder, and shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Proprietary Information and the parties’ respective rights therein, at all times exercising at least a reasonable level of care. Each party agrees to restrict access to the Proprietary Information of the other party to those employees or agents who require access in order to perform hereunder. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. Flock’s use of the Proprietary Information may include processing the Proprietary

Information to send Agency Notifications or alerts, such as when a car exits Agency's neighborhood, or to analyze the data collected to identify motion or other events.

The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by Receiving Party prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to Receiving Party without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any subpoena, summons, judicial order or other judicial or governmental process, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to obtain a protective order or otherwise oppose the disclosure. For clarity, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to: (a) comply with a legal process or request; (b) enforce this Agreement, including investigation of any potential violation thereof; (c) detect, prevent or otherwise address security, fraud or technical issues; or (d) protect the rights, property or safety of Flock, its users, a third party, or the public as required or permitted by law, including respond to an emergency situation. Flock may store deleted Footage in order to comply with certain legal obligations but such retained Footage will not be retrievable without a valid court order.

4.2 Agency and Non-Agency End User Data. As between Flock and Agency, all right, title and interest in the Agency Data and Non-Agency End User Data, belong to and are retained solely by Agency. Agency hereby grants to Flock a limited, non-exclusive, royalty-free, worldwide license to use the Agency Data and Non-Agency End User Data and perform all acts with respect to the Agency Data and Non-Agency End User Data as may be necessary for Flock to provide the Flock Services to Agency, including without limitation the Support Services set forth in Section 2.9 above, and a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid license to use, reproduce, modify and distribute the Agency Data and Non-Agency End User Data as a part of the Aggregated Data (as defined in Section 4.4 below). As between Flock and Agency, Agency is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Agency Data and Non-Agency End User Data. As between Agency and Non-Agency End Users that have prescribed access of Footage to Agency, each of Agency and Non-Agency End Users will share all right, title and interest in the Non-Agency End User Data. This Agreement does not by itself make any Non-Agency End User Data the sole property or the Proprietary Information of Agency.

4.3 Feedback. If Agency provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency hereby assigns (and will cause its agents and representatives to assign) to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

4.4 Aggregated Data. Notwithstanding anything in this Agreement to the contrary, Flock shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Agency Data and data derived therefrom).

Agency acknowledges that Flock will be compiling anonymized and/or aggregated data based on Agency Data and Non-Agency End User Data input into the Services (the “**Aggregated Data**”). Agency hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right and license (during and after the Service Term hereof) to (i) use and distribute such Aggregated Data to improve and enhance the Services and for other marketing, development, diagnostic and corrective purposes in connection with the Services and other Flock offerings, and (ii) disclose the Agency Data and Non-Agency End User Data (both inclusive of any Footage) to enable law enforcement monitoring against law enforcement hotlists as well as provide Footage search access to law enforcement for investigative purposes only. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

5.1 Fees. Agency will pay Flock the first Usage Fee and the Installation Fee (the “Initial Fees”) as set forth on the Order Form on or before the 7th day following the Effective Date of this Agreement. Flock is not obligated to commence the Installation Services unless and until the Initial Fees have been made and shall have no liability resulting from any delay related thereto.

Agency shall pay the ongoing Usage Fees set forth on the Order Form with such Usage Fees due and payable thirty (30) days in advance of each Payment Period. All payments will be made by either ACH, check, or credit card.

5.2 Changes to Fees. Flock reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Term or any Renewal Term, upon sixty (60) days’ notice prior to the end of such Initial Term or Renewal Term (as applicable) to Agency (which may be sent by email). If Agency believes that Flock has billed Agency incorrectly, Agency must contact Flock no later than sixty (60) days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Flock’s customer support department. Agency acknowledges and agrees that a failure to contact Flock within this sixty (60) day period will serve as a waiver of any claim Agency may have had as a result of such billing error.

5.3 Invoicing, Late Fees; Taxes. Flock may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Flock thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection, and may result in immediate termination of Service. Agency shall be responsible for all taxes associated with Services other than U.S. taxes based on Flock's net income.

5.4 No-Fee Term Access. Subject to Flock's record retention policy, Flock offers complimentary access to the Flock System for 30 days ("**No Fee Term**") to Agency when Non-Agency End Users intentionally prescribe access or judicial orders mandate access to Non-Agency End User Data. No hardware or installation services will be provided to Agency. No financial commitment by Agency is required to access the Flock Services or Footage. Should such access cause Flock to incur internal or out-of-pocket costs that are solely the result of the access, Flock reserves the right to invoice these costs to Agency under Section 5.3 and Agency agrees to pay them. For clarity, No-Fee Terms and Service Terms can occur simultaneously, and when a No-Fee Term overlaps with a Service Term, Agency agrees to pay the Initial Fees and Usage Fees payments according to Section 5.1.

6. TERM AND TERMINATION

6.1 Term. Subject to earlier termination as provided below, the initial term of this Agreement shall be for the period of time set forth on the Order Form (the "**Initial Term**"). *Following the Initial Term, this Agreement will automatically renew for successive renewal terms of the length set forth on the Order Form* (each, a "**Renewal Term**", and together with the Initial Term, the "**Service Term**") *unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

6.2 Agency Satisfaction Guarantee. At any time during the agreed upon term, a customer not fully satisfied with the service or solution may self-elect to terminate their contract. Self-elected termination will result in a one-time fee of up to \$500 per camera to cover equipment removal costs. Upon self-elected termination, a refund will be provided, pro-rated for any fees paid for the remaining Term length set forth previously. Self-termination of the contract by the customer will be effective immediately. Flock will remove all equipment at own convenience upon termination. Advance notice will be provided.

6.3 Termination. In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Service Term by giving thirty (30) days prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period.

Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Upon termination for Flock's breach, Flock will refund to Agency a pro-rata portion of the pre-paid Fees for Services not received due to such termination.

6.4 Effect of Termination. Upon any termination of the Service Term, Flock will collect all Units, delete all Agency Data, terminate Agency's right to access or use any Services, and all licenses granted by Flock hereunder will immediately cease. Agency shall ensure that Flock is granted access to collect all Units and shall ensure that Flock personnel does not encounter Hazardous Conditions in the collection of such units. Upon termination of this Agreement, Agency will immediately cease all use of Flock Services.

6.5 No-Fee Term. The initial No-Fee Term will extend, after entering into this Agreement, for 30 days from the date a Non-Agency End User grants access to their Footage and/or Notifications. In expectation of repeated non-continuous No-Fee Terms, Flock may in its sole discretion leave access open for Agency's Authorized End Users despite there not being any current Non-Agency End User authorizations. Such access and successive No-Fee Terms are deemed to be part of the No-Fee Term. Flock, in its sole discretion, can determine not to provide additional No-Fee Terms or can impose a price per No-Fee Term upon 30 days' notice. Agency may terminate any No-Fee Term or access to future No-Fee Terms upon 30 days' notice.

6.6 Survival. The following Sections will survive termination: 2.4, 2.5, 3, 4, 5 (with respect to any accrued rights to payment), 6.5, 7.4, 8.1, 8.2, 8.3, 8.4, 9.1 and 10.5.

7. REMEDY; WARRANTY AND DISCLAIMER

7.1 Remedy. Upon a malfunction or failure of Hardware or Embedded Software (a "Defect"), Agency must first make commercially reasonable efforts to address the problem by contacting Flock's technical support as described in Section 2.9 above. If such efforts do not correct the Defect, Flock shall, or shall instruct one of its contractors to, in its sole discretion, repair or replace the Hardware or Embedded Software suffering from the Defect. Flock reserves the right to refuse or delay replacement or its choice of remedy for a Defect until after it has inspected and tested the affected Unit; provided that such inspection and test shall occur within 72 hours after Agency notifies the Flock of defect. Except for cameras owned by Agency, Flock agrees to replace cameras once at no cost to Agency upon the first instance of theft or damage. Subsequent replacement due to damage or theft will be at Agency's own expense with a replacement cost of \$300 per camera. Agency shall not be required to replace subsequently damaged or stolen units; however, Agency understands and agrees that functionality, including Footage, will be

materially affected due to such subsequently damaged or stolen units and that Flock will have no liability to Agency regarding such affected functionality nor shall the Fees owed be impacted.

7.2 Exclusions. Flock will not provide the remedy described in Section 7.1 above if any of the following exclusions apply: (a) misuse of the Hardware or Embedded Software in any manner, including operation of the Hardware or Embedded Software in any way that does not strictly comply with any applicable specifications, documentation, or other restrictions on use provided by Flock; (b) damage, alteration, or modification of the Hardware or Embedded Software in any way; or (c) combination of the Hardware or Embedded Software with software, hardware or other technology that was not expressly authorized by Flock.

7.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

7.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 7.1 ABOVE IS AGENCY'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTIVE HARDWARE AND/OR EMBEDDED SOFTWARE. THE FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND INSTALLATION SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY AND INDEMNITY

8.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL HARDWARE AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO

UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY, INCOMPLETENESS OR CORRUPTION OF DATA OR FOOTAGE OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE OR IDENTIFY AND/OR CORRELATE A LICENSE PLATE WITH THE FBI DATABASE; (D) FOR ANY PUBLIC DISCLOSURE OF PROPRIETARY INFORMATION MADE IN GOOD FAITH; OR (E) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY AGENCY TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF AN EMERGENCY, AGENCY SHOULD CONTACT 911 AND SHOULD NOT RELY ON THE SERVICES.

8.2 Additional No-Fee Term Requirements. IN NO EVENT SHALL FLOCK'S AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN ANY WAY RELATED TO THE NO-FEE TERM EXCEED \$100, WITHOUT REGARD TO WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE. Except for Flock's willful acts, Agency agrees to pay for Flock's attorneys' fees to defend Flock for any alleged or actual claims arising out of or in any way related to the No-Fee Term.

8.3 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, deputies, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable (if at all) only for the torts of its own officers, agents, or employees that occur within the scope of their official duties. Agency will not pursue any claims or actions against Flock's suppliers.

8.4 Indemnity. Agency hereby agrees to indemnify and hold harmless Flock against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of Section 3.2, a breach of this Agreement, Agency's Installation Obligations, Agency's sharing of any data in connection with the Flock system, Flock employees or agent or Non-Agency End Users, or otherwise from Agency's use of the Services, Hardware and any Software, including any claim that such actions violate any applicable law or third party right. Although Flock has no obligation to monitor Agency's use of the Services, Flock may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the Section 3.2 or this Agreement.

9. RECORD RETENTION

9.1 Data Preservation. The Agency agrees to store Agency Data and Non-Agency End User Data in compliance with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules. As part of Agency's consideration for paid access and no-fee access to the Flock System, to the extent that Flock is required by local, state or federal law to store the Agency Data or the Non-Agency End User Data, Agency agrees to preserve and securely store this data on Flock's behalf so that Flock can delete the data from its servers and, should Flock be legally compelled by judicial or government order, Flock may retrieve the data from Agency upon demand.

10. MISCELLANEOUS

10.1 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

10.2 Assignment. This Agreement is not assignable, transferable or sublicensable by Agency except with Flock's prior written consent. Flock may transfer and assign any of its rights and obligations, in whole or in part, under this Agreement without consent.

10.3 Entire Agreement. This Agreement and the Order Form(s) are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. None of Agency's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected.

10.4 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Agency does not have any authority of any kind to bind Flock in any respect whatsoever.

10.5 Costs and Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.6 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Georgia without regard to its conflict of laws provisions. The federal and state courts sitting in Atlanta, Georgia will have proper and exclusive jurisdiction and venue

with respect to any disputes arising from or related to the subject matter of this Agreement. The parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

10.7 Publicity. Flock has the right to reference and use Agency's name and trademarks and disclose the nature of the Services provided hereunder in each case in business and development and marketing efforts, including without limitation on Flock's website.

10.8 Export. Agency may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Services, the Hardware, the Embedded Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

10.9 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated Sections.

10.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.11 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the organizations and individuals they are representing.

10.12 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Flock Safety ALPR System - Lawrenceville Police Department

Flock Safety's ALPR system includes fixed license plate reading cameras and software for unlimited users to access footage and receive hotlist notifications.

Company Overview

Flock Safety's mission is to eliminate non-violent crime. This is possible with city-wide coverage of automatic license plate readers (ALPRs) for both public safety organizations and private citizens. When a crime occurs, Flock Safety cameras deliver the actionable evidence you need to make an arrest.

Our company is headquartered in Atlanta, Georgia. Flock Safety camera systems are live in over 400 cities in 36 states and over 100 police departments. With +400 million cars captured per month and hotlist notifications live with jurisdictions throughout the U.S., our team is helping agencies solve crime every hour.

Our Team

We are a team of passionate engineers and developers focused on creating cutting-edge technology to help solve and prevent crime. We do this by building our own hardware, writing our own software, and continuously improving our systems. Ongoing customer feedback is at the core of our product. We release regular enhancements based on customer needs, so we can deliver the best technology to help eliminate non-violent crime.

Purpose

Police departments need a scalable solution to increase clearance rates and deter crime. The Flock Safety camera sees like a detective to make actionable evidence available when needed that is easily searchable by car type, color, timeframe, or plate details.

In April 2019, Marietta Police Department released a study that shows they experienced a 34% reduction in calls for service by targeting crime hot spots throughout the city with Flock Safety cameras.

In October 2019, Cobb County Police Department released a study based on their installation of 13 Flock Safety cameras in March. Over the six month period, Cobb police reported a 60%

reduction in overall crime by focusing on the beat with the highest crime levels.

Product

Flock Safety cameras do not just identify the plate seen, but all the objects within the frame. Even if the vehicle does not have a tag, the image can be captured for review.

The user interface is a simple search with unlimited user licenses. Within the software component, law enforcement can receive hotlist alerts and create custom alerts for plates under your investigation.



Camera Performance

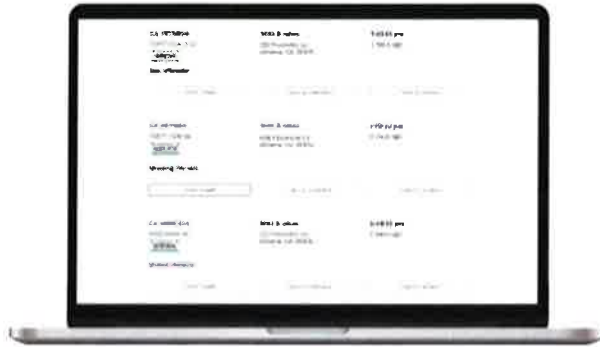
- Traffic Capacity: 15,000 per day
 - NCIC Alert Notifications: Under 40 seconds
 - Includes time, location, plate, and vehicle image
 - Includes state specific alerts based on image
- Power Source
 - 100-240 VAC <1 amp
 - 60 W Solar
 - 11-14 VDC
- Processing Power
 - 1.4GHz
 - 64-bit quad-core CPU
- Image Capture
 - License plates from up to 75 ft
 - Date and time with camera location
 - Plate (state, partial, paper, and none)
 - Vehicle details (type and color)
 - Additional objects (bicycle, animal, person)

Camera Specifications

- Design
 - Dimensions: 8.75" x 3"
 - Weight: 3 lbs
 - IP65 Waterproof
- Power
 - 14Ah Battery
 - 30W Solar Panel (14" x 21")
- Data: 16GB local storage, ~2 weeks
- Image: 5MP Image Sensor
- Motion: Passive Infrared Motion Detection
- Connectivity
 - Embedded Cellular LTE Connection
 - Service depends on area (AT&T, Verizon or T Mobile)
- Production: Designed & manufactured in the US
- Night Vision: 850nm Custom IR Array
- Cloud Storage
 - 30 days storage (Amazon Web Services)
 - Accessible via secure website

Software User Interface

Included at no additional cost with unlimited user licenses. Receive alerts to help detect crime and search footage to access evidence — with any internet-connected device.



Detect Crime

- Connected to the NCIC Hot List & CJIS compliant
- Hot plate alerts (includes privately owned cameras in your jurisdiction)
- Create custom alerts for tags under investigation with your organization
- Filter notifications by reason codes (exclude sex offenders, include stolen plates, etc.)



Access Evidence

- Filter search by specific camera location
- Capture vehicles regardless of plate type (paper, no plate, etc.)
- Filter by *Vehicle Fingerprint*
 - Timeframe
 - Object (Vehicle, Bicycle, Animal Person)
 - Vehicle Characteristics
 - Plate (partial)
 - Plate Type (in state, out of state, temporary tag)
 - Build & Color
 - Resident status

Performance

Day Time Footage

Night Time Footage



Results

Jersey Village, Texas - [A camera on every street to create a virtual gate](#)

Within one week, Flock Safety cameras notified officers of two vehicles on the NCIC Hot List. During the seizure of one of the vehicles, a wanted murderer in the state of Louisiana was arrested. Both vehicles were returned to their owners.

- Location: Houston suburb
- Flock Cameras: 50+
- Residents: 8,000
- Installation: Two months from purchase

Marietta, Georgia - [34% reduction in calls for service in targeted hotspots](#)

Cameras within the county led to the arrest of a suspect who allegedly brutally attacked a woman. Officers were able to locate and arrest the suspect using Flock cameras after weeks of the suspect being on-the-run.

- Location: Atlanta suburb
- Flock Cameras: 70 and growing (30 police cameras and 40 private cameras)
- Residents: 650,000
- Installation: Two months from purchase for first hotspot

Redlands, California - [Contain crime with custom hotlist alerts](#)

A string of commercial burglaries across two towns led officers to create a custom hotlist alert for the suspected vehicle's tag. Within three days, detectives received the notification and were able to pursue the suspect.

- Location: San Bernardino suburb

- Flock Cameras: 14
- Residents: 70,000
- Installation: Phased approach, ongoing

Post Purchase Order

Safety-as-a-Service

- Customer Support team to provide ongoing support
- Regular software updates at no additional cost
- Unlimited users for hotlist integration and alerts, and camera footage search
- Maintenance requests handled within 72 hours of request submission

Installation & Camera Locations

The average installation is 4 to 8 weeks. Camera locations and installation timing is coordinated by the Flock Safety Customer Support team.

City intersection

Solar & existing pole



City Foot Traffic Street

Electric and existing pole



Entrance to Neighborhood

Solar & Flock 12 ft pole



Pricing & Contract Details

Today's Date - Feb 18, 2020
This proposal expires in 30 days.

Traditional ALPR systems have upfront costs ranging from \$10,000 to \$30,000 per camera. Additionally, due to infrastructure requirements installation can be costly and timing can vary drastically.

Flock's ALPR camera is the only completely wireless system designed for city-wide protection. This fully infrastructure-free setup with options for solar or direct power, allows us to offer flexible and affordable pricing. Helping police across the country have more eyes on the street to help reduce crime in a matter of weeks.

Subscription Details	Price	QTY	Subtotal
1 Year Warranty			
Annual Subscription Price per year	\$2,000.00	12	\$24,000.00
Automatic License Plate Reader (ALPR) Solar or DC Power 2 Year Maintenance Warranty	\$0.00	0	\$0.00
Hosting & Analytics Cloud Hosting Unlimited User Licenses Hotlist Integration & Alerts Neighborhood Camera Integration Ongoing Software Enhancements	\$0.00	0	\$0.00
Installation Camera Setup Shipping & Handling	\$0.00	0	\$0.00
Other Cellular Mounting Equipment	\$0.00	0	\$0.00
Annual Subscription Price			
			Subtotal \$24,000.00
			Total \$24,000.00



LAWRENCEVILLE

GEORGIA

6.

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 23, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item: Purchase of Diaphragm Gas Meters on an Annual Contract

Department: Gas

Date of Meeting: Monday, March 23, 2020

Fiscal Impact: \$301,268.40

Presented By: Todd Hardigree

Action Requested: Award Purchase of Diaphragm Gas Meters on an Annual Contract to low bidders, Equipment Controls Company, Inc. for line items 1 & 2, and Honeywell - Elster American Meter Company, LLC for line item 3 in the amount of \$301,268.40.

Summary: This contract provides industrial and residential diaphragm meters for the Gas Department on an as needed basis.

Fiscal Impact: Amount of \$301,268.40. This contract is funded by the Domestic Meters/Regulators Fund (5154700.531161) and the Industrial Meters/Regulators Fund (5154700.531163).

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

SB025-20

**Purchase of Diaphragm Gas Meters on an Annual Contract
Gas Department**

				Honeywell - Elster American Meter Company, LLC		Equipment Controls Company, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	250 Class Meters per specifications	2700	Ea	\$81.57	\$220,239.00	\$75.43	\$203,661.00
2	400 Class Meters per specifications	180	Ea	\$230.00	\$41,400.00	\$219.13	\$39,443.40
3	600 Class Meters per specifications	100	Ea	\$581.64	\$58,164.00	N/B	N/B
	TOTAL			\$319,803.00		\$243,104.40	
Will vendor hold pricing firm? Renewal Option 1				not to exceed PPI index		4%	
Will vendor hold pricing firm? Renewal Option 2				not to exceed PPI index		4%	
Will vendor hold pricing firm? Renewal Option 3				not to exceed PPI index		4%	
Will vendor hold pricing firm? Renewal Option 4				not to exceed PPI index		4%	

Recommended vendors:

Equipment Controls Company, Inc.
4555 South Berkeley Lake Rd.
Norcross, GA 30071
P: 770-822-9664
email: tlonsberry@equipmentcontrols.com

Honeywell - Elster American Meter Company, LLC
2221 Industrial Road
Nebraska City, NE 68410
P: 402-873-8200
email: rene.vankersbergen@honeywell.com

Lines 1 & 2

Line 3



LAWRENCEVILLE

GEORGIA

7.

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 23, 2020

AGENDA CATEGORY: CONSENT AGENDA

Item:	Nash Street Extension Project
Department:	Engineering
Date of Meeting:	Monday, March 23, 2020
Fiscal Impact:	\$1,622,836.82
Presented By:	Dennis Billew
Action Requested:	Award Nash Street Extension Project to low bidder, Pittman Construction Company in the amount of \$1,622,836.82. Approval of Budget Amendment SP0100320. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of extending Nash Street, widening sidewalks, clearing, and grading. The project will also include storm water drainage, a retaining wall, and landscape.

Fiscal Impact: Amount not to exceed \$1,622,836.82. This project is funded by the Capital Outlay Fund. Project SP-010. Transfer of \$399,441.57 from Contingency Funding 1001320-579000 to Project SP-010 (Nash Street Extension). Upon approval of the budget amendment, \$1,622,836.82 will be approved and available in Project SP-010.

Attachments/Exhibits:

Bid Tabulation

SB017-20
Nash Street Extention Project
Engineering

7.

				Archimetric Design & Construction, Inc.		CMES, Inc.		E.R. Snell Contractor, Inc.		Ohmshiv Construction, LLC		Peach State Construction Co., LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	WARRANTIES & BONDS	1		\$28,400.00	\$28,400.00	\$12,500.00	\$12,500.00	\$11,000.00	\$11,000.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00
2	TRAFFIC CONTROL	1	LS	\$8,300.00	\$8,300.00	\$9,500.00	\$9,500.00	\$23,200.00	\$23,200.00	\$25,000.00	\$25,000.00	\$16,300.00	\$16,300.00
3	MOBILIZATION	1	LS	\$6,800.00	\$6,800.00	\$2,500.00	\$2,500.00	\$16,600.00	\$16,600.00	\$15,000.00	\$15,000.00	\$55,000.00	\$55,000.00
4	ORANGE BARRIER FENCE), 4 FT	2100	LF	\$2.30	\$4,830.00	\$2.00	\$4,200.00	\$3.25	\$6,825.00	\$2.00	\$4,200.00	\$1.75	\$3,675.00
5	CONSTRUCT COMPLETE BIORETENTION BASIN NO. 1 INCLUDING 8" UNDER DRAIN, FILTER FABRIC FOR EMBANKMENT STABILIZATION , MAINTENANCE (ALL INCLUDED)	1	LS	\$19,800.00	\$19,800.00	\$18,551.00	\$18,551.00	\$23,300.00	\$23,300.00	\$62,500.00	\$62,500.00	\$27,500.00	\$27,500.00
6	COMPLETE DEMOLITION OF EXISTING STORM DRAIN PIPES, ALL SHRUBBERY, TREE REMOVAL, FENCES AND SOD	1	LS	\$52,950.00	\$52,950.00	\$32,265.00	\$32,265.00	\$67,000.00	\$67,000.00	\$256,250.00	\$256,250.00	\$67,720.00	\$67,720.00
7	FINISH GRADING COMPLETE EARTHWORKS) ALL INCLUDED	1	LS	\$318,312.00	\$318,312.00	\$424,016.00	\$424,016.00	\$550,200.00	\$550,200.00	\$373,025.00	\$373,025.00	\$842,500.00	\$842,500.00
8	ROCK EMBANKMENT ALL INCLUDED	2077	CY	\$77.50	\$160,967.50	\$35.00	\$72,695.00	\$84.00	\$174,468.00	\$110.00	\$228,470.00	\$68.50	\$142,274.50
9	GAB AGGR BASE COURSE, INCL MATL	2820	TN	\$33.00	\$93,060.00	\$21.00	\$59,220.00	\$31.50	\$88,830.00	\$25.00	\$70,500.00	\$25.50	\$71,910.00
10	STN DUMPED RIP RAP, TP 3, 18 IN	200	TN	\$44.50	\$8,900.00	\$50.00	\$10,000.00	\$52.25	\$10,450.00	\$42.00	\$8,400.00	\$55.00	\$11,000.00
11	RECYCLED ASPH CONC. 25 mm 4" THICK 440 lb/SY ² , SP, GP 2 ONLY, INCL BITUM & H/LIME & TACK .	890	TN	\$122.00	\$108,580.00	\$100.00	\$89,000.00	\$93.00	\$82,770.00	\$102.50	\$91,225.00	\$100.00	\$89,000.00
12	RECYCLED ASPH CONC. 19 mm 2" THICK 220 lb/SY ² , SP, GP 2 ONLY, INCL BITUM , H/LIME & TACK	460	TN	\$131.00	\$60,260.00	\$102.00	\$46,920.00	\$96.25	\$44,275.00	\$106.50	\$48,990.00	\$102.00	\$46,920.00
13	RECYCLED ASPH CONC. 12.5 mm 1.5" THICK 165 lb/SY ² SP, GP 2 ONLY, INCL BITUM MATL , H/LIME & TACK	1050	TN	\$130.00	\$136,500.00	\$103.00	\$108,150.00	\$98.00	\$102,900.00	\$113.50	\$119,175.00	\$104.00	\$109,200.00
14	MILL ASPH CONC. PVT, VARIABLE DEPTH	1700	SY	\$19.80	\$33,660.00	\$6.50	\$11,050.00	\$6.50	\$11,050.00	\$7.25	\$12,325.00	\$8.00	\$13,600.00
15	CON. SIDEWALK, 4 IN INCLUDING ALL H/C RAMPS WITH DETECTABLE WARNING DOME PLATES.	1200	SY	\$36.60	\$43,920.00	\$26.00	\$31,200.00	\$47.50	\$57,000.00	\$28.00	\$33,600.00	\$32.00	\$38,400.00
16	CON. DRIVEWAY, 8" TK MIN. 3000 PSI. INCLUDING MESH	120	SY	\$66.00	\$7,920.00	\$56.00	\$6,720.00	\$74.75	\$8,970.00	\$45.00	\$5,400.00	\$50.00	\$6,000.00
17	CONC CURB & GUTTER, 6" X 24", TP 2	2400	LF	\$20.40	\$48,960.00	\$10.00	\$24,000.00	\$16.00	\$38,400.00	\$15.50	\$37,200.00	\$12.00	\$28,800.00
18	CONSTRUCT NEW SWCB CATCH BASIN, 1033D – H 4'-8'	4	EA	\$2,680.00	\$10,720.00	\$2,800.00	\$11,200.00	\$4,480.00	\$17,920.00	\$2,650.00	\$10,600.00	\$2,200.00	\$8,800.00
19	CONSTRUCT NEW DWCB CATCH BASIN, 1034D – H 6'-10'	1	EA	\$2,850.00	\$2,850.00	\$3,300.00	\$3,300.00	\$4,480.00	\$4,480.00	\$3,500.00	\$3,500.00	\$2,200.00	\$2,200.00
20	CONSTRUCT NEW STORM MH/JB 1011A– H 6'-10'	2	EA	\$3,620.00	\$7,240.00	\$1,700.00	\$3,400.00	\$2,550.00	\$5,100.00	\$3,500.00	\$7,000.00	\$2,200.00	\$4,400.00
21	MOD. , ADDJUST TO GRADE & RECONSTR. SWCB	2	EA	\$1,600.00	\$3,200.00	\$2,800.00	\$5,600.00	\$4,480.00	\$8,960.00	\$3,000.00	\$6,000.00	\$2,200.00	\$4,400.00
22	RECONSTR SAN SEW MH, TYPE 1	3	EA	\$3,340.00	\$10,020.00	\$1,150.00	\$3,450.00	\$4,480.00	\$13,440.00	\$2,500.00	\$7,500.00	\$2,150.00	\$6,450.00
23	INSTALL COMPLETE 60" (RCP) PIPE (INCL. WATER PUMPING, EXCAVATION, ALL TIE-INS, SHORING & BEDDING) – H 1-10	136	LF	\$336.00	\$45,696.00	\$230.00	\$31,280.00	\$332.00	\$45,152.00	\$250.00	\$34,000.00	\$2,460.00	\$334,560.00
24	INSTALL COMPLETE 18" (HDPE) PIPE (INCL. WATER PUMPING, EXCAVATION, ALL TIE-INS, SHORING & BEDDING) – H 1-10	220	LF	\$37.60	\$8,272.00	\$38.00	\$8,360.00	\$45.00	\$9,900.00	\$40.00	\$8,800.00	\$48.00	\$10,560.00
24a	INSTALL COMPLETE 18" (RCP) PIPE (INCL. WATER PUMPING, EXCAVATION, ALL TIE-INS, SHORING & BEDDING) – H 1-10	400	LF	\$47.85	\$19,140.00	\$38.00	\$15,200.00	\$43.00	\$17,200.00	\$45.00	\$18,000.00	\$50.00	\$20,000.00
25	INSTALL COMPLETE (F.E.S.) FLARED END SECTION, STORM DRAIN 18 "	1	EA	\$1,080.00	\$1,080.00	\$1,000.00	\$1,000.00	\$1,530.00	\$1,530.00	\$850.00	\$850.00	\$700.00	\$700.00
26	CLASS A CONCRETE, INCL. REINF. STEEL (HEADWALLS FOR 60" RCP PIPE)	20	CY	\$745.00	\$14,900.00	\$810.00	\$16,200.00	\$1,020.00	\$20,400.00	\$1,500.00	\$30,000.00	\$625.00	\$12,500.00
27	MSE WALL FACE, 0 – 10 FT, WALL NO. 1 INCL. FOUNDATIONS	1460	SF	\$84.00	\$122,640.00	\$80.00	\$116,800.00	\$68.00	\$99,280.00	\$75.00	\$109,500.00	\$114.50	\$167,170.00
28	MSE WALL FACE, 10 – 20 FT, WALL NO. 1 INCL. FOUNDATIONS	800	SF	\$86.00	\$68,800.00	\$80.00	\$64,000.00	\$68.00	\$54,400.00	\$78.00	\$62,400.00	\$118.00	\$94,400.00
29	COPING B, WALL NO. 1	230	LF	\$427.50	\$98,325.00	\$350.00	\$80,500.00	\$399.00	\$91,770.00	\$115.00	\$26,450.00	\$450.00	\$103,500.00
30	ADDITIONAL MSE WALL BACKFILL	720	CY	\$23.50	\$16,920.00	\$49.00	\$35,280.00	\$53.75	\$38,700.00	\$50.00	\$36,000.00	\$55.00	\$39,600.00
31	INSTALL COMPLETE GUARDRAIL, TP "T"	1200	CY	\$52.00	\$62,400.00	\$43.00	\$51,600.00	\$70.25	\$84,300.00	\$60.00	\$72,000.00	\$55.00	\$66,000.00
32	INSTALL COMPLETE GUARDRAIL, TP "W"	35	LF	\$132.60	\$4,641.00	\$110.00	\$3,850.00	\$123.00	\$4,305.00	\$107.00	\$3,745.00	\$112.00	\$3,920.00
33	INSTALL COMPLETE GUARDRAIL ANCHORAGE, TP 1	630	LF	\$28.75	\$18,112.50	\$24.00	\$15,120.00	\$26.00	\$16,380.00	\$23.50	\$14,805.00	\$24.00	\$15,120.00
34	INSTALL COMPLETE GUARDRAIL TERMINAL, TP 12A, TANGENT, ENERGY- ABSORBING.	2	EA	\$1,970.00	\$3,940.00	\$1,700.00	\$3,400.00	\$1,830.00	\$3,660.00	\$1,800.00	\$3,600.00	\$1,750.00	\$3,500.00

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35	INSTALL HIGHWAY SIGN, TP 1 MATL, REFL SHEETING, TP 9 - INCLUDING GALV STEEL POSTS, TP7	2	EA	\$3,960.00	\$7,920.00	\$3,500.00	\$7,000.00	\$3,800.00	\$7,600.00	\$3,350.00	\$6,700.00	\$3,465.00	7.
36	INSTALL COMPLETE SIGNAL ASSEMBLY, FLASHING SCHOOL, (SOLAR POWERED)	154	SF	\$36.00	\$5,544.00	\$27.00	\$4,158.00	\$15.00	\$2,310.00	\$27.00	\$4,158.00	\$32.00	
37	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	1	EA	\$13,665.00	\$13,665.00	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$10,800.00	\$10,800.00	\$11,970.00	
38	THERMOPLASTIC PVMT MARKING, WORD, TP 1	11	EA	\$102.00	\$1,122.00	\$110.00	\$1,210.00	\$98.00	\$1,078.00	\$100.00	\$1,100.00	\$110.00	
39	THERMOPLASTIC PVMT MARKING, WORD, TP 3B	1	EA	\$185.00	\$185.00	\$190.00	\$190.00	\$121.00	\$121.00	\$165.00	\$165.00	\$170.00	\$170.00
40	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24", WHITE	1	EA	\$615.00	\$615.00	\$690.00	\$690.00	\$202.00	\$202.00	\$392.00	\$392.00	\$410.00	\$410.00
41	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24", WHITE	60	LF	\$6.00	\$360.00	\$7.50	\$450.00	\$5.75	\$345.00	\$4.85	\$291.00	\$5.50	\$330.00
42	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8"(WHITE)	700	LF	\$2.55	\$1,785.00	\$2.50	\$1,750.00	\$2.30	\$1,610.00	\$2.55	\$1,785.00	\$2.60	\$1,820.00
43	THERMOPLASTIC TRAFFIC STRIPING, (YELLOW) 5" DOUBLE SOLID YELLOW ALONG THE PERIMETER, 24' INTERIOR	650	LF	\$3.20	\$2,080.00	\$6.50	\$4,225.00	\$4.05	\$2,632.50	\$4.75	\$3,087.50	\$5.25	\$3,412.50
44	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" (WHITE OR YELLOW)	3300	LF	\$1.22	\$4,026.00	\$1.85	\$6,105.00	\$0.75	\$2,475.00	\$1.55	\$5,115.00	\$1.60	\$5,280.00
45	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5" (WHITE)	2250	LF	\$1.22	\$2,745.00	\$2.00	\$4,500.00	\$0.46	\$1,035.00	\$1.25	\$2,812.50	\$1.50	\$3,375.00
46	REMOVE/OBLITERATION EXIST SOLID TRAFFIC STRIPE, 5", THERMOPLASTIC	300	LF	\$1.20	\$360.00	\$2.00	\$600.00	\$0.58	\$174.00	\$0.70	\$210.00	\$0.75	\$225.00
47	REMOVE/OBLITERATION EXIST SKIP TRAFFIC STRIPE, 5", THERMOPLASTIC	800	LF	\$1.20	\$960.00	\$1.85	\$1,480.00	\$0.46	\$368.00	\$0.70	\$560.00	\$0.75	\$600.00
48	EROSION CONTROL - ALL PHASES	1	LS	\$16,875.00	\$16,875.00	\$8,500.00	\$8,500.00	\$32,300.00	\$32,300.00	\$20,000.00	\$20,000.00	\$15,000.00	\$15,000.00
49	CONSTRUCT, MAINTAIN AND REMOVE CHECK DAM	10	EA	\$215.00	\$2,150.00	\$250.00	\$2,500.00	\$303.00	\$3,030.00	\$250.00	\$2,500.00	\$450.00	\$4,500.00
50	CONSTRUCT AND REMOVE RETROFIT, STA 51+50, RT	1	EA	\$1,890.00	\$1,890.00	\$5,600.00	\$5,600.00	\$11,700.00	\$11,700.00	\$550.00	\$550.00	\$2,450.00	\$2,450.00
51	CONSTRUCT, MAINTAIN AND REMOVE INLET SEDIMENT TRAP	8	EA	\$225.00	\$1,800.00	\$240.00	\$1,920.00	\$553.00	\$4,424.00	\$225.00	\$1,800.00	\$150.00	\$1,200.00
52	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	800	LF	\$1.00	\$800.00	\$0.20	\$160.00	\$0.09	\$72.00	\$1.00	\$800.00	\$0.50	\$400.00
53	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	2000	LF	\$1.35	\$2,700.00	\$0.50	\$1,000.00	\$0.10	\$200.00	\$1.00	\$2,000.00	\$0.50	\$1,000.00
54	TEMPORARY SILT FENCE, TP A	800	LF	\$2.60	\$2,080.00	\$1.40	\$1,120.00	\$6.95	\$5,560.00	\$1.65	\$1,320.00	\$2.75	\$2,200.00
55	TEMPORARY SILT FENCE, TP C	2000	LF	\$3.80	\$7,600.00	\$4.00	\$8,000.00	\$8.35	\$16,700.00	\$3.25	\$6,500.00	\$3.50	\$7,000.00
56	STN DUMPED RIP RAP, TP 3, 18 IN	96	SY	\$57.50	\$5,520.00	\$53.00	\$5,088.00	\$52.25	\$5,016.00	\$35.00	\$3,360.00	\$55.00	\$5,280.00
57	PLASTIC FILTER FABRIC	1768	SY	\$5.80	\$10,254.40	\$3.50	\$6,188.00	\$4.70	\$8,309.60	\$5.00	\$8,840.00	\$4.00	\$7,072.00
58	GRASSING COMPLETE	0.6	AC	\$1,860.00	\$1,116.00	\$7,500.00	\$4,500.00	\$2,300.00	\$1,380.00	\$2,500.00	\$1,500.00	\$2,825.00	\$1,695.00
59	PERMANENT GRASS/SOD (INCLUDE FERTILIZER & MULCH)	66	SY	\$11.00	\$726.00	\$40.00	\$2,640.00	\$11.50	\$759.00	\$10.00	\$660.00	\$18.00	\$1,188.00
60	EROSION CONTROL MATS, SLOPES	1000	SY	\$2.40	\$2,400.00	\$0.95	\$950.00	\$1.40	\$1,400.00	\$1.25	\$1,250.00	\$1.50	\$1,500.00
61	VINE, SHRUB, AND TREE PLANTING	1	LS	\$12,600.00	\$12,600.00	\$5,250.00	\$5,250.00	\$7,620.00	\$7,620.00	\$27,500.00	\$27,500.00	\$7,600.00	\$7,600.00
62	REMOVE & REPLACE UNSUITABLE MATERIAL	90	CY	\$38.00	\$3,420.00	\$50.00	\$4,500.00	\$104.00	\$9,360.00	\$35.00	\$3,150.00	\$40.00	\$3,600.00
SUBTOTAL				\$1,774,314.40		\$1,532,301.00		\$1,993,396.10		\$1,989,916.00		\$2,609,925.00	
63	10% City Contingencies			\$177,431.44		\$153,230.10		\$199,339.61		\$198,991.60		\$260,992.50	
TOTAL				\$1,951,745.84		\$1,685,531.10		\$2,192,735.71		\$2,188,907.60		\$2,870,917.50	

SB017-20
Nash Street Extention Project
Engineering

7.

				Pittman Construction Company		Summit Construction & Development, LLC		The Dickerson Group, Inc.		Vertical Earth, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	WARRANTIES & BONDS	1		\$9,200.00	\$9,200.00	\$50,000.00	\$50,000.00	\$32,000.00	\$32,000.00	\$14,450.00	\$14,450.00
2	TRAFFIC CONTROL	1	LS	\$23,740.00	\$23,740.00	\$12,750.00	\$12,750.00	\$8,100.00	\$8,100.00	\$20,415.00	\$20,415.00
3	MOBILIZATION	1	LS	\$25,000.00	\$25,000.00	\$4,500.00	\$4,500.00	\$7,700.00	\$7,700.00	\$11,290.00	\$11,290.00
4	ORANGE BARRIER FENCE), 4 FT	2100	LF	\$2.00	\$4,200.00	\$2.00	\$4,200.00	\$2.50	\$5,250.00	\$3.02	\$6,342.00
5	CONSTRUCT COMPLETE BIORETENTION BASIN NO. 1 INCLUDING 8" UNDER DRAIN, FILTER FABRIC FOR EMBANKMENT STABILIZATION , MAINTENANCE (ALL INCLUDED)	1	LS	\$26,300.00	\$26,300.00	\$22,170.00	\$22,170.00	\$20,000.00	\$20,000.00	\$30,337.76	\$30,337.76
6	COMPLETE DEMOLITION OF EXISTING STORM DRAIN PIPES, ALL SHRUBBERY, TREE REMOVAL, FENCES AND SOD	1	LS	\$111,300.00	\$111,300.00	\$106,439.50	\$106,439.50	\$55,000.00	\$55,000.00	\$28,821.58	\$28,821.58
7	FINISH GRADING COMPLETE EARTHWORKS) ALL INCLUDED	1	LS	\$227,149.00	\$227,149.00	\$310,487.00	\$310,487.00	\$235,000.00	\$235,000.00	\$516,452.77	\$516,452.77
8	ROCK EMBANKMENT ALL INCLUDED	2077	CY	\$50.00	\$103,850.00	\$53.00	\$110,081.00	\$70.00	\$145,390.00	\$74.06	\$153,822.62
9	GAB AGGR BASE COURSE, INCL MATL	2820	TN	\$27.40	\$77,268.00	\$34.00	\$95,880.00	\$28.00	\$78,960.00	\$26.17	\$73,799.40
10	STN DUMPED RIP RAP, TP 3, 18 IN	200	TN	\$48.00	\$9,600.00	\$48.00	\$9,600.00	\$55.00	\$11,000.00	\$35.46	\$7,092.00
11	RECYCLED ASPH CONC. 25 mm 4" THICK 440 lb/SY ² , SP, GP 2 ONLY, INCL BITUM & H/LIME & TACK .	890	TN	\$89.65	\$79,788.50	\$135.00	\$120,150.00	\$127.50	\$113,475.00	\$103.43	\$92,052.70
12	RECYCLED ASPH CONC. 19 mm 2" THICK 220 lb/SY ² , SP, GP 2 ONLY, INCL BITUM , H/LIME & TACK	460	TN	\$90.25	\$41,515.00	\$135.00	\$62,100.00	\$127.50	\$58,650.00	\$107.49	\$49,445.40
13	RECYCLED ASPH CONC. 12.5 mm 1.5" THICK 165 lb/SY ² SP, GP 2 ONLY, INCL BITUM MATL , H/LIME & TACK	1050	TN	\$89.75	\$94,237.50	\$128.00	\$134,400.00	\$133.50	\$140,175.00	\$114.59	\$120,319.50
14	MILL ASPH CONC. PVT, VARIABLE DEPTH	1700	SY	\$1.50	\$2,550.00	\$5.50	\$9,350.00	\$4.50	\$7,650.00	\$7.20	\$12,240.00
15	CON. SIDEWALK, 4 IN INCLUDING ALL H/C RAMPS WITH DETECTABLE WARNING DOME PLATES.	1200	SY	\$35.70	\$42,840.00	\$36.00	\$43,200.00	\$30.00	\$36,000.00	\$32.46	\$38,952.00
16	CON. DRIVEWAY, 8" TK MIN. 3000 PSI. INCLUDING MESH	120	SY	\$67.20	\$8,064.00	\$70.00	\$8,400.00	\$65.00	\$7,800.00	\$59.68	\$7,161.60
17	CONC CURB & GUTTER, 6" X 24", TP 2	2400	LF	\$13.40	\$32,160.00	\$16.50	\$39,600.00	\$23.50	\$56,400.00	\$10.14	\$24,336.00
18	CONSTRUCT NEW SWCB CATCH BASIN, 1033D – H 4'-8'	4	EA	\$3,285.00	\$13,140.00	\$2,400.00	\$9,600.00	\$5,500.00	\$22,000.00	\$3,679.80	\$14,719.20
19	CONSTRUCT NEW DWCB CATCH BASIN, 1034D – H 6'-10'	1	EA	\$3,965.00	\$3,965.00	\$3,000.00	\$3,000.00	\$6,250.00	\$6,250.00	\$3,679.80	\$3,679.80
20	CONSTRUCT NEW STORM MH/JB 1011A– H 6'-10'	2	EA	\$3,285.00	\$6,570.00	\$2,600.00	\$5,200.00	\$6,000.00	\$12,000.00	\$2,656.06	\$5,312.12
21	MOD. , ADDJUST TO GRADE & RECONSTR. SWCB	2	EA	\$3,965.00	\$7,930.00	\$2,100.00	\$4,200.00	\$3,500.00	\$7,000.00	\$3,394.91	\$6,789.82
22	RECONSTR SAN SEW MH, TYPE 1	3	EA	\$4,550.00	\$13,650.00	\$3,200.00	\$9,600.00	\$3,500.00	\$10,500.00	\$2,773.21	\$8,319.63
23	INSTALL COMPLETE 60" (RCP) PIPE (INCL. WATER PUMPING, EXCAVATION, ALL TIE-INS, SHORING & BEDDING) – H 1-10	136	LF	\$216.10	\$29,389.60	\$325.00	\$44,200.00	\$257.00	\$34,952.00	\$623.59	\$84,808.24
24	INSTALL COMPLETE 18" (HDPE) PIPE (INCL. WATER PUMPING, EXCAVATION, ALL TIE-INS, SHORING & BEDDING) – H 1-10	220	LF	\$49.10	\$10,802.00	\$56.50	\$12,430.00	\$75.00	\$16,500.00	\$25.28	\$5,561.60
24a	INSTALL COMPLETE 18" (RCP) PIPE (INCL. WATER PUMPING, EXCAVATION, ALL TIE-INS, SHORING & BEDDING) – H 1-10	400	LF	\$49.10	\$19,640.00	\$56.50	\$22,600.00	\$75.00	\$30,000.00	\$38.06	\$15,224.00
25	INSTALL COMPLETE (F.E.S.) FLARED END SECTION, STORM DRAIN 18 "	1	EA	\$885.00	\$885.00	\$1,200.00	\$1,200.00	\$850.00	\$850.00	\$1,186.39	\$1,186.39
26	CLASS A CONCRETE, INCL. REINF. STEEL (HEADWALLS FOR 60" RCP PIPE)	20	CY	\$945.00	\$18,900.00	\$700.00	\$14,000.00	\$725.00	\$14,500.00	\$591.47	\$11,829.40
27	MSE WALL FACE, 0 – 10 FT, WALL NO. 1 INCL. FOUNDATIONS	1460	SF	\$63.95	\$93,367.00	\$89.50	\$130,670.00	\$65.00	\$94,900.00	\$71.85	\$104,901.00
28	MSE WALL FACE, 10 – 20 FT, WALL NO. 1 INCL. FOUNDATIONS	800	SF	\$63.95	\$51,160.00	\$91.50	\$73,200.00	\$90.00	\$72,000.00	\$71.85	\$57,480.00
29	COPING B, WALL NO. 1	230	LF	\$404.00	\$92,920.00	\$380.00	\$87,400.00	\$198.00	\$45,540.00	\$380.20	\$87,446.00
30	ADDITIONAL MSE WALL BACKFILL	720	CY	\$27.40	\$19,728.00	\$42.55	\$30,636.00	\$45.00	\$32,400.00	\$55.08	\$39,657.60
31	INSTALL COMPLETE GUARDRAIL, TP "T"	1200	CY	\$50.00	\$60,000.00	\$24.00	\$28,800.00	\$45.00	\$54,000.00	\$57.39	\$68,868.00
32	INSTALL COMPLETE GUARDRAIL, TP "W"	35	LF	\$78.00	\$2,730.00	\$86.25	\$3,018.75	\$155.00	\$5,425.00	\$108.03	\$3,781.05
33	INSTALL COMPLETE GUARDRAIL ANCHORAGE, TP 1	630	LF	\$28.50	\$17,955.00	\$31.22	\$19,668.60	\$50.00	\$31,500.00	\$22.99	\$14,483.70
34	INSTALL COMPLETE GUARDRAIL TERMINAL, TP 12A, TANGENT, ENERGY- ABSORBING.	2	EA	\$1,415.00	\$2,830.00	\$1,552.20	\$3,104.40	\$2,000.00	\$4,000.00	\$1,612.26	\$3,224.52

35	INSTALL HIGHWAY SIGN, TP 1 MATL, REFL SHEETING, TP 9 - INCLUDING GALV STEEL POSTS, TP7	2	EA	\$3,490.00	\$6,980.00	\$3,823.00	\$7,646.00	\$4,350.00	\$8,700.00	\$3,346.20	\$6,692.40
36	INSTALL COMPLETE SIGNAL ASSEMBLY, FLASHING SCHOOL, (SOLAR POWERED)	154	SF	\$28.15	\$4,335.10	\$36.00	\$5,544.00	\$30.00	\$4,620.00	\$13.39	\$2,062.06
37	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	1	EA	\$10,475.00	\$10,475.00	\$13,500.00	\$13,500.00	\$7,500.00	\$7,500.00	\$9,190.96	\$9,190.96
38	THERMOPLASTIC PVMT MARKING, WORD, TP 1	11	EA	\$104.50	\$1,149.50	\$130.00	\$1,430.00	\$95.00	\$1,045.00	\$86.19	\$948.09
39	THERMOPLASTIC PVMT MARKING, WORD, TP 3B	1	EA	\$175.00	\$175.00	\$250.00	\$250.00	\$250.00	\$250.00	\$106.47	\$106.47
40	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24", WHITE	1	EA	\$410.00	\$410.00	\$450.00	\$450.00	\$600.00	\$600.00	\$177.45	\$177.45
41	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24", WHITE	60	LF	\$4.95	\$297.00	\$12.00	\$720.00	\$7.00	\$420.00	\$5.07	\$304.20
42	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8"(WHITE)	700	LF	\$2.50	\$1,750.00	\$4.25	\$2,975.00	\$3.00	\$2,100.00	\$2.03	\$1,421.00
43	THERMOPLASTIC TRAFFIC STRIPING, (YELLOW) 5" DOUBLE SOLID YELLOW ALONG THE PERIMETER, 24' INTERIOR	650	LF	\$4.90	\$3,185.00	\$9.00	\$5,850.00	\$3.50	\$2,275.00	\$3.55	\$2,307.50
44	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" (WHITE OR YELLOW)	3300	LF	\$1.50	\$4,950.00	\$3.75	\$12,375.00	\$1.55	\$5,115.00	\$0.66	\$2,178.00
45	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5" (WHITE)	2250	LF	\$1.20	\$2,700.00	\$3.75	\$8,437.50	\$2.00	\$4,500.00	\$0.41	\$922.50
46	REMOVE/OBLITERATION EXIST SOLID TRAFFIC STRIPE, 5", THERMOPLASTIC	300	LF	\$0.70	\$210.00	\$2.50	\$750.00	\$6.00	\$1,800.00	\$0.51	\$153.00
47	REMOVE/OBLITERATION EXIST SKIP TRAFFIC STRIPE, 5", THERMOPLASTIC	800	LF	\$0.60	\$480.00	\$2.50	\$2,000.00	\$6.00	\$4,800.00	\$0.41	\$328.00
48	EROSION CONTROL - ALL PHASES	1	LS	\$11,935.00	\$11,935.00	\$4,260.00	\$4,260.00	\$25,000.00	\$25,000.00	\$9,487.87	\$9,487.87
49	CONSTRUCT, MAINTAIN AND REMOVE CHECK DAM	10	EA	\$300.00	\$3,000.00	\$250.00	\$2,500.00	\$90.00	\$900.00	\$132.84	\$1,328.40
50	CONSTRUCT AND REMOVE RETROFIT, STA 51+50, RT	1	EA	\$750.00	\$750.00	\$6,500.00	\$6,500.00	\$15,750.00	\$15,750.00	\$7,407.35	\$7,407.35
51	CONSTRUCT, MAINTAIN AND REMOVE INLET SEDIMENT TRAP	8	EA	\$225.00	\$1,800.00	\$250.00	\$2,000.00	\$50.00	\$400.00	\$237.28	\$1,898.24
52	MAINTENANCE OF TEMPORARY SILT FENCE, TP A	800	LF	\$0.10	\$80.00	\$0.95	\$760.00	\$2.50	\$2,000.00	\$0.52	\$416.00
53	MAINTENANCE OF TEMPORARY SILT FENCE, TP C	2000	LF	\$0.10	\$200.00	\$1.00	\$2,000.00	\$3.00	\$6,000.00	\$0.79	\$1,580.00
54	TEMPORARY SILT FENCE, TP A	800	LF	\$2.50	\$2,000.00	\$2.00	\$1,600.00	\$2.50	\$2,000.00	\$2.06	\$1,648.00
55	TEMPORARY SILT FENCE, TP C	2000	LF	\$3.50	\$7,000.00	\$2.75	\$5,500.00	\$3.00	\$6,000.00	\$4.06	\$8,120.00
56	STN DUMPED RIP RAP, TP 3, 18 IN	96	SY	\$48.00	\$4,608.00	\$80.00	\$7,680.00	\$55.00	\$5,280.00	\$34.97	\$3,357.12
57	PLASTIC FILTER FABRIC	1768	SY	\$2.00	\$3,536.00	\$12.50	\$22,100.00	\$2.00	\$3,536.00	\$4.20	\$7,425.60
58	GRASSING COMPLETE	0.6	AC	\$5,000.00	\$3,000.00	\$2,500.00	\$1,500.00	\$68,000.00	\$40,800.00	\$3,498.30	\$2,098.98
59	PERMANENT GRASS/SOD (INCLUDE FERTILIZER & MULCH)	66	SY	\$12.00	\$792.00	\$18.00	\$1,188.00	\$20.00	\$1,320.00	\$15.37	\$1,014.42
60	EROSION CONTROL MATS, SLOPES	1000	SY	\$1.25	\$1,250.00	\$1.50	\$1,500.00	\$4.25	\$4,250.00	\$1.12	\$1,120.00
61	VINE, SHRUB, AND TREE PLANTING	1	LS	\$11,685.00	\$11,685.00	\$5,500.00	\$5,500.00	\$8,250.00	\$8,250.00	\$9,741.00	\$9,741.00
62	REMOVE & REPLACE UNSUITABLE MATERIAL	90	CY	\$25.00	\$2,250.00	\$65.00	\$5,850.00	\$50.00	\$4,500.00	\$129.00	\$11,610.00
SUBTOTAL				\$1,475,306.20		\$1,778,200.75		\$1,682,578.00		\$1,839,647.01	
63	10% City Contingencies			\$147,530.62		\$177,820.08		\$168,257.80		\$183,964.70	
TOTAL				\$1,622,836.82		\$1,956,020.83		\$1,850,835.80		\$2,023,611.71	

Recommended Vendor:

Pittman Construction Company
1487 Farmer Road
Conyers, GA 30012
770-922-8660
apittman@pittman-construction.com



LAWRENCEVILLE

GEORGIA

8.

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 23, 2020

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item: RZR2019-00003 & SUP2019-00019; 138 Paper Mill Road; Shane Lanham

Department: Planning and Development

Date of Meeting: Monday, March 23, 2020

Applicant Request: Rezone from RM-12 to RM-8

Presented By: Todd Hargrave

Department Recommendation: Denial

Planning Commission Recommendation: Approval with Planning Commission conditions

Summary: The applicant is requesting the rezoning of approximately 14.5 acres from RM-12 to RM-8 for the development of 116 townhomes. The applicant is also requesting a special use permit to allow front entry for 92 of the units.

Attachments/Exhibits:

RZR2019-00003 & SUP2019-00019 Report
RZR2019-00003 & SUP2019-00019 Attachments
RZR2019-00003 & SUP2019-00019 Planning Commission Conditions
RZR2019-00003 & SUP2019-00019 Paper Mill Townhomes CEW Conditions

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

CASE NUMBER	RZR2019-00003 & SUP2019-00019
APPLICANT	TPA ACQUISITIONS 1, LLC c/o MAHAFFEY PICKENS TUCKER, LLP
CONTACT	SHANE LANHAM
PHONE NUMBER	770.232.0000
ZONING CHANGE	RM-12 TO RM-8
LOCATION	138 PAPER MILL ROAD
PARCEL ID	R5174 027
ACREAGE	14.48
PROPOSED DEVELOPMENT	116-UNIT TOWNHOUSE DEVELOPMENT WITH SPECIAL USE PERMIT TO ALLOW FRONT ENTRY UNITS
DEPARTMENT RECOMMENDATION	DENIAL

ZONING HISTORY:

The property has been zoned RM-12 (General Residence, 3,600 Square Foot District) since 1970. In 2019, the City of Lawrenceville Zoning Ordinance was amended by deleting Article VII, Section 7.5, RM-12 (General Residence, 3,600 Square Foot District) in its entirety and replacing with Article VII, Section 7.5, RM-12 (General Residence District) and adding section 7.5.01, RM-8 (General Residence, Townhouse District).

PROJECT DATA:

The applicant requests rezoning of a 14.5-acre parcel from RM-12 (General Residence District) to RM-8 (General Residence, Townhouse District) zoning, along with a Special Use Permit to allow front entry units. The subject property is located along the northern right-of-way of Paper Mill Road east of its intersection with East Crogan Street. The property is developed with a single-family dwelling and accessory structures with undisturbed wooded areas in the rear. Access to the development would be via one main entrance on Paper Mill Road.

The applicant proposes to construct a 116-townhouse community with associated amenities, driveways and parking. The development would consist of attached townhomes with a

maximum of eight units in each building. They would provide on-street parking. Rear entry units would have access to the public street via the required alley. The applicant proposes one-car garages, which do not meet the minimum two-car garage requirement. The zoning district requires 22-foot wide units. Per the letter of intent, all units would be 20 feet wide, which does not meet the minimum requirements. Additionally, in lieu of all units having views to community open spaces, the applicant intends to provide a pool and cabana towards the entrance and common areas that may be considered pocket parks throughout the development. The site plan indicates that there would be one stormwater management area on the southeast corner of the property, and a proposed undisturbed common area on the north end of the property. The entrance to the development would have an acceleration lane and deceleration lane that may need additional review by the Engineering Department. Additionally, the side setback shown in the site plan is not consistent with the dimensional requirements in the RM-8 zoning district. The proposed development may require multiple variances if approved as submitted to the Planning and Development Department on August 5, 2019.

The property lies within the Neighborhood Mixed Use Character Area of the 2040 Comprehensive Plan and Future Development Map. The Character Area encourages the development of single-family attached residential uses that contain higher density types of housing such as townhomes. However, the proposed development does not meet the minimum requirements of the RM-8 zoning district and the overall intent of the zoning district, which is to have buildings oriented towards the street, with limited parking in the front, and to have high architectural standards.

The surrounding area is characterized by single-family and multifamily developments along this segment of Paper Mill Road. Immediately to the north of the subject property is a multifamily development zoned RM-12. Adjacent to the east are the Alexander Mill apartments zoned RM-12. To the south across Paper Mill Road are several properties zoned RM-12 developed with single-family dwellings and a few multifamily developments. Immediately to the west is a property zoned BG (General Business District).

The proposed development does not meet the intent of the Zoning Ordinance and would require multiple variances to allow encroaching into setbacks, smaller units, reduced parking, and reduced vistas. Given the aforementioned factors, the Planning and Development Department recommends **DENIAL** of the requested rezoning and Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

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

All Development Regulations must be met.

ELECTRIC DEPARTMENT

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

The developer will have to sign an underground service agreement.

The developer will be required to pay the per unit fees for electric service to this development, even if they build all electric units. There will be a \$2,000 per unit fee for electric service.

The developer will be required to pay the lighting costs for this development, \$400 fee per light installation.

GAS DEPARTMENT

There is an existing 4" plastic gas main on the ROW of this property. It has ample capacity to serve the units proposed. The gas main would be installed at no cost and gas services would have to be applied for separately on our website under the "gas tap application". If the required mix of appliances is met with gas, then the tap would also be free. Additional information is available on the gas tap application.

There is also an existing house on the property with gas service. This would need to be requested to kill, if needed.

WATER DEPARTMENT

The Water Department has a 12-inch ductile iron water line located on Paper Mill Road and will provide water service for this development.

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

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

CODE ENFORCEMENT

No Comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZR2019-00003:

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

1. To restrict the use of the property as follows:
 - A. Multifamily attached dwellings.
 - B. The maximum number of units shall be 116.
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance.
 - D. All dwellings shall have a double-car garage.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. Natural vegetation shall remain on the property until the issuance of a development permit.
 - C. All grassed areas on dwelling lots shall be sodded.
 - D. Underground utilities shall be provided throughout the development.
 - E. Building lots shall not be located within any required stream buffer or accompanying impervious setback area.
 - F. The electric utilities internal to the development must be placed underground.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00019:

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

1. To restrict the use of the property as follows:
 - A. Multifamily attached dwellings.
 - B. The maximum number of front entry units shall be 92.
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance.
 - D. All dwellings shall have a double-car garage.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. Natural vegetation shall remain on the property until the issuance of a development permit.
 - C. All grassed areas on dwelling lots shall be sodded.
 - D. Underground utilities shall be provided throughout the development.
 - E. Building lots shall not be located within any required stream buffer or accompanying impervious setback area.

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

1. Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property? *Yes.*
2. Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property? *No.*
3. Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned? *Yes.*
4. Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools? *Yes.*
5. Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan? *Yes.*
6. Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal? *The proposed development does not meet the minimum standards for the RM-8 zoning district.*

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. What are the existing uses and zoning of nearby property?
SEE PAGE 2.
2. What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning? *None.*
3. What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public? *None.*
4. What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner? *The proposed zoning change is compatible with the recommendations of the 2040 Comprehensive Plan and Future Development Map but does not meet the Zoning Ordinance requirements.*
5. What is the suitability of the subject property for its current zoning? *It is suitable.*
6. What is the suitability of the subject property for the proposed zoning? *The property is at a location that makes the development viable pending requirements being met.*
7. How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property? *NA*
8. How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances? *The property meets the intent of the character area but does not conform with the Zoning Ordinance.*
9. What is the availability of adequate sites for the proposed use in districts that permit such use? *RM-8 is the only district that allows townhomes.*
10. What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)? *Not suitable.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
TPA Acquisitions 1, LLC c/o Mahaffey NAME: <u>Pickens Tucker, LLP</u>	NAME: <u>Multiple--see attached</u>
ADDRESS: <u>1550 North Brown Road, Suite 125</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>Georgia</u> ZIP: <u>30043</u>	STATE: _____ ZIP: _____
CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</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-8</u>	
PARCEL NUMBER(S): <u>5174 027</u> ACREAGE: <u>+/-14.48</u>	
ADDRESS OF PROPERTY: <u>138 Paper Mill Road</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE



DATE

RZR2019-00003

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REZONING APPLICATION

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SIGNATURE OF APPLICANT DATE

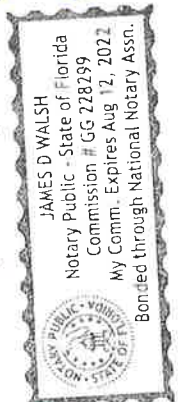
Shane M. Lanham, Attorney
 TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

Jennifer M. Bird
 TYPED OR PRINTED NAME

NOTARY PUBLIC DATE



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22R-2014-00003
SUP 2014-00016



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REZONING APPLICATION

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PARCEL NUMBER(S): <u>5174 027</u> ACREAGE: <u>+/-14.48</u>	
ADDRESS OF PROPERTY: <u>138 Paper Mill Road</u>	

SIGNATURE OF APPLICANT

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

Patricia A. Kennedy

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

Amanda Mosley 7/25/19

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2222019-00003
 SUP2019-00019



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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PARCEL NUMBER(S): <u>5174 027</u> ACREAGE: <u>+/-14.48</u>	
ADDRESS OF PROPERTY: <u>138 Paper Mill Road</u>	

SIGNATURE OF APPLICANT

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

Debra L. Cagle

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

Amanda Masley 7/25/19

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22R2019-00-003
SUP2019-00018



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REZONING APPLICATION

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CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</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-8</u>	
PARCEL NUMBER(S): <u>5174 027</u> ACREAGE: <u>+/-14.48</u>	
ADDRESS OF PROPERTY: <u>138 Paper Mill Road</u>	

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Williams David Cale 7-25-19
SIGNATURE OF OWNER DATE

Williams David Cale
TYPED OR PRINTED NAME

Amanda Mosley 7/25/19
NOTARY PUBLIC DATE



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

228-201-0003
842019-0003



LAWRENCEVILLE

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REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>TPA Acquisitions 1, LLC c/o Mahaffey Pickens Tucker, LLP</u>	NAME: <u>Multiple--see attached</u>
ADDRESS: <u>1550 North Brown Road, Suite 125</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>Georgia</u> ZIP: <u>30043</u>	STATE: _____ ZIP: _____
CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</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-8</u>	
PARCEL NUMBER(S): <u>5174 027</u> ACREAGE: <u>+/-14.48</u>	
ADDRESS OF PROPERTY: <u>138 Paper Mill Road</u>	

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Patricia Ann Cagle Kennedy 7/25/19
SIGNATURE OF OWNER DATE

Patricia Ann Cagle Kennedy, as Executor under the Will of Williams C. Cagle, Jr.

TYPED OR PRINTED NAME

Amanda Mosley 7/25/19
NOTARY PUBLIC DATE



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R2R2019-00003
SUP2019-00003

Matthew P. Benson
Gerald Davidson, Jr.*
Brian T. Easley
Kelly O. Faber
Christopher D. Holbrook
Nicholas N. Kemper
Shane M. Lanham
Austen T. Mabe

Jeffrey R. Mahaffey
Steven A. Pickens
Catherine V. Schutz
Thomas A. Simpson
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

LETTER OF INTENT FOR REZONING APPLICATION
OF TPA ACQUISITIONS 1, LLC

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and attached Rezoning and Special Use Permit Applications on behalf of TPA Acquisitions 1, LLC (the "Applicant") to request the rezoning to the RM-8 zoning classification of an approximately 14.5-acre tract (the "Property") situated along the north side of Paper Mill Road just east of its intersection with East Crogan Street (State Route 8, U.S. Route 29). The Property is currently zoned RM-12. The Property is surrounded on all sides by land zoned either RM-12, O-I, or BG. To the east and north are additional multi-family and single-family residential developments on land zoned RS-150, RM-4, and RZT in unincorporated Gwinnett County. To the south across Paper Mill Road are existing townhome and single-family attached residential communities as well as the Pine Valley mobile home park. To the west is a mix of commercial and office and commercial uses along Stanley Court and East Crogan Street. Accordingly, the area is generally mixed-use in character and already has a diverse mix of housing types.

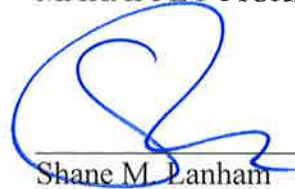
The Applicant proposes to develop a single-family residential community, including 116 attached single-family townhomes under the RM-8 zoning classification with a special use permit for front-entry units. The proposed development would have a density of approximately 8.0 units per acre as required by the 2005 Lawrenceville Zoning Ordinance (the "Ordinance"). The proposed single-family community would consist of homes at a size, quality, and price-point commensurate with or exceeding homes in the surrounding area. The Property is currently zoned RM-12 and the proposed downzoning represents a lower density than could be developed on the Property under its current zoning classification. The proposed development includes an attractive mix of front and rear-entry homes with a front width of 20 feet. Front and rear-entry homes would each have one-car garages with rear-entry units having access from private alleys. The proposed community would also include a pool, cabana, and areas of pocket parks and other

open space. The proposed development also includes sidewalks on both sides of the streets creating a walkable environment and would also connect to existing sidewalks on Paper Mill Road enhancing the walkability of that corridor. Residents would have convenient access to Rhodes Jordan Park via such existing sidewalks and established, striped, and signalized pedestrian crossings on East Crogan Street.

The Applicant and its representatives welcome the opportunity to meet with staff of the Gwinnett County Department of Planning & Development to answer any questions or to address any concerns relating to the matters set forth in this letter or in the Rezoning Application filed herewith. The Applicant respectfully requests your approval of this Application.

Respectfully submitted this 1st day of August, 2019.

MAHAFFEY PICKENS TUCKER, LLP



Shane M. Lanham
Attorneys for Applicant

PROPERTY DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 175, of the 5th District, Gwinnett County, and being more particularly described as follows:

To find THE TRUE POINT OF BEGINNING, begin at an iron pin set at the intersection of the North line of Land Lot 175 with the south right-of-way line of Lawrenceville Highway (U.S. Highway 29), said land lot line also being the South line of Land Lot 178 thence South 29 degrees 01 minutes 38 seconds East along the common land lot line of Land Lots 175 and 178, 216.62 feet to a point; THENCE South 29 degrees 01 minutes 38 seconds East 178.77 feet to a point; THENCE South 07 degrees 09 minutes 58 seconds 50.80 feet to a point, said point being THE TRUE POINT OF BEGINNING;

THENCE South 29 degrees 01 minutes 38 seconds East a distance of 860.51 feet to a point;
 THENCE North 60 degrees 58 minutes 22 seconds East a distance of 150.00 feet to a point;
 THENCE South 29 degrees 01 minutes 38 seconds East a distance of 111.00 feet to a point;
 THENCE along a curve to the left for an arc length of 75.58 feet, having a radius of 40.00 feet, being subtended by a chord bearing South 11 degrees 03 minutes 32 seconds East, for a distance of 64.83 feet to a point;

THENCE South 60 degrees 19 minutes 55 seconds West a distance of 100.01 feet to a point;
 THENCE South 29 degrees 01 minutes 38 seconds East a distance of 150.01 feet to a point;
 THENCE South 31 degrees 28 minutes 18 seconds East a distance of 187.00 feet to a point;
 THENCE South 67 degrees 09 minutes 13 seconds West a distance of 292.41 feet to a point;
 THENCE South 06 degrees 11 minutes 08 seconds West a distance of 26.17 feet to a point;
 THENCE North 88 degrees 23 minutes 04 seconds West a distance of 125.00 feet to a point;
 THENCE South 05 degrees 10 minutes 49 seconds East a distance of 125.00 feet to a point;
 THENCE North 87 degrees 05 minutes 36 seconds West a distance of 397.57 feet to a point,
 THENCE North 07 degrees 24 minutes 38 seconds East a distance of 310.05 feet to a point;
 THENCE North 88 degrees 32 minutes 22 seconds West a distance of 100.00 feet to a point;
 THENCE North 07 degrees 24 minutes 38 seconds East a distance of 1120.18 feet to a point, said point being THE TRUE POINT OF BEGINNING.

Said property contains an area of 14.5 acres more or less.

20' REAR ENTRY, SINGLE CAR GARAGE TOWNHOME



Front Elevation A



Front Elevation B



Front Elevation C



Front Elevation D

20' FRONT ENTRY, SINGLE CAR GARAGE TOWNHOME





The City of Lawrenceville
Planning & Development
**Aerial Map and
Surrounding Area**
File # RZR19-00003
File # SUP19-00019
Applicant:
TPA Acquisitions 1, LLC c/o
Mahaffey Pickens Tucker, LLP

Legend

-  Subject Property
-  Roads
-  Parcels



0 75 150 300
|-----|-----|-----|-----|

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*The City of Lawrenceville
Planning & Development*
**Location Map and
Surrounding Zoning**
File # RZR19-00003
File # SUP19-00019
Applicant:
TPA Acquisitions 1, LLC c/o
Mahaffey Pickens Tucker, LLP

Legend

Subject Property

Roads

Parcels

ZONING

BG

ON

OI

LM

RM-12

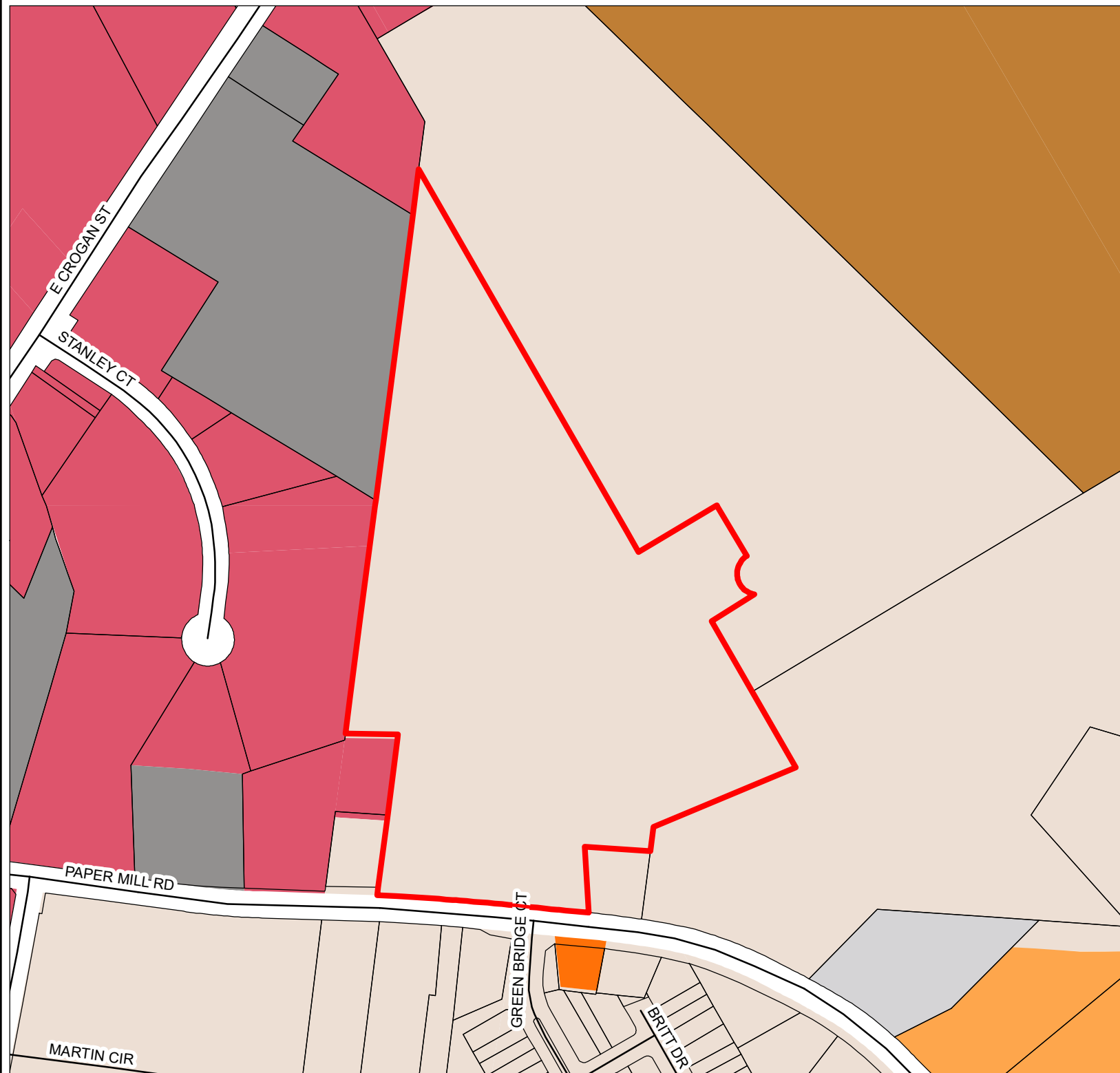
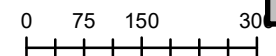
RM-M

RS150

RS60



73



**CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT**

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

Bold – Additions

~~Strikethrough~~ - Deletions

RZR2019-00003:

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

1. To restrict the use of the property as follows:
 - A. Multifamily attached dwellings.
 - B. The maximum number of units shall be 116.
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance.
 - D. All dwellings shall have a double-car garage.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. Natural vegetation shall remain on the property until the issuance of a development permit.
 - C. All grassed areas on dwelling lots shall be sodded.
 - D. Underground utilities shall be provided throughout the development.
 - E. Building lots shall not be located within any required stream buffer or accompanying impervious setback area.
 - F. The electric utilities internal to the development must be placed underground.

**PLANNING COMMISSION
RECOMMENDED CONDITIONS**

SUP2019-00019:

Approval of Special Use ~~for three front entry~~ **allowing 116 townhouse** units, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Multifamily attached dwellings.
 - B. ~~The maximum number of front entry units shall be 92.~~ **The minimum number of rear entry units shall be 94, and the maximum number of front entry units shall be 22.**
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance.
 - D. All dwellings shall have a double-car garage.
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. Natural vegetation shall remain on the property until the issuance of a development permit.
 - C. All grassed areas on dwelling lots shall be sodded.
 - D. Underground utilities shall be provided throughout the development.
 - E. Building lots shall not be located within any required stream buffer or accompanying impervious setback area.

CITY OF LAWRENCEVILLE PLANNING AND DEVELOPMENT DEPARTMENT

**IF THE COUNCIL DECIDES TO MOVE FORWARD WITH THE REZONING THE
FOLLOWING ARE PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

Bold – Additions

~~Strikethrough~~ - Deletions

RZR2019-00003:

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

1. To restrict the use of the property as follows:
 - A. ~~Multifamily attached dwellings.~~ **Attached Townhouse Units.**
 - B. The maximum number of units shall be 116.
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance **in addition to the following standards:**
 - i. **Vertical and horizontal offsets**
 - ii. **Sides of buildings (not directly adjacent to another building) shall be predominately brick or stacked stone with windows and other treatments to break up the wall of the structure**
 - iii. **Front of each structure shall be predominately brick or stacked stone.**
 - D. **75% of the units** ~~All dwellings~~ shall have a double-car garage.
 - E. **Minimum SF shall be 1400 sf for 2 bedroom and 1600sf for 3 bedroom.**
 - F. **Interior amenities shall include the following at a minimum:**
 - i. **Stainless Steel Appliances**
 - ii. **Washer and Dryer**
 - iii. **Granite counter tops**
 - G. **Four bedroom units are prohibited.**

H. Property shall have one owner. Subdividing portions of the property is prohibited.

I. Property shall be served with dumpsters for sanitation pickup by the City. Individual unit trash pickup shall be prohibited.

2. To satisfy the following site development considerations:

A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.

B. Natural vegetation shall remain on the property until the issuance of a development permit.

C. All **disturbed areas not paved** ~~grassed areas on dwelling lots~~ shall be sodded.

D. Underground utilities shall be provided throughout the development.

E. Building lots shall not be located within any required stream buffer or accompanying impervious setback area.

F. The layout of the development shall be in general conformance to the site plan presented at the February 12, 2020 Council Work Session.

G. Driveway length shall meet the following standards:

a. **Front Car Garages – 20' from structure to sidewalk**

b. **Rear Car Garages – 20' from structure to edge of curb**

H. Sidewalks are required along Paper Mill Road frontage as well as throughout the interior of the development.

I. The property shall be gated and a wrought iron type fence with brick or stacked stone columns every 30' shall be installed across the entire frontage of the property. The rest of the property shall be enclosed with a black vinyl coated chain link fence.

J. The entire frontage shall be landscaped as well as screening landscaping shall be provided around any detention pond. All landscaping plans shall be reviewed and approved by the Director of Planning and Development.

K. Professional property management shall be provided and shall include at a minimum maintenance of all fencing, landscaping, paving, common areas, detention ponds, and exteriors of all structures.

- L. Left turn lanes shall be added to Paper Mill Road in general conformance with the site plan presented at the 2/12/2020 Council Work Session and shall be reviewed and approved by the City Engineer.**
- M. Development amenities shall include a resort style pool, cabana, fitness center, and community room for residents. Community room shall be sized large enough for activities such as student after school programs, etc. Common area(s)/Park(s) shall be programmed with amenities to maximize use such as benches, tables, grills, etc.**
- N. Property shall be included in a Crime Free Multi-Housing Program similar to Gwinnett County's program.**
- ~~O. The electric utilities internal to the development must be placed underground.~~

IF THE COUNCIL DECIDES TO MOVE FORWARD WITH THE REZONING THE FOLLOWING ARE PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

Bold – Additions

~~Strikethrough~~ - Deletions

SUP2019-00019:

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

1. To restrict the use of the property as follows:
 - A. Attached Townhouse ~~Multifamily attached dwellings.~~
 - B. ~~The maximum number of front entry units shall be 92.~~ **The maximum number of front entry units shall be 20% and located in general conformance to the site plan presented at the February 12, 2020 Council Work Session.**
 - C. The front facades must meet the RM-8 architectural standards set forth in the Zoning Ordinance.
 - ~~D. All dwellings shall have a double car garage.~~
2. To satisfy the following site development considerations:
 - A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - ~~B. Natural vegetation shall remain on the property until the issuance of a development permit.~~
 - ~~C. All grassed areas on dwelling lots shall be sodded.~~
 - ~~D. Underground utilities shall be provided throughout the development.~~
 - ~~E. Building lots shall not be located within any required stream buffer or accompanying impervious setback area.~~



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 23, 2020

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	RZC2019-00010 & SUP2019-00022; The Residential Group c/o Mahaffey Pickens Tucker, LLP- Shane Lanham; Buford Drive (SR 20) at University Parkway (SR 316) Pending Annexation
Department:	Planning and Development
Date of Meeting:	Monday, March 23, 2020
Applicant Request:	Rezoning from C2 and RTH to BG with Special Use Permit to allow a high-rise development
Presented By:	Todd Hargrave
Department Recommendation:	Approval with Conditions
Planning Commission Recommendation:	Approval with Planning Commission recommended Conditions

Summary: The applicant requests the rezoning of an approximately 40 acres, pending annexation from Gwinnett County. The rezoning requested is BG (General Business District).

Attachments/Exhibits:

RZC2019-00010 & SUP2019-00022 Report

RZC2019-00010 & SUP2019-00022 Attachments

RZC2019-00010 & SUP2019-00022 Planning Commission conditions

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

CASE NUMBER	RZC2019-00010 & SUP2019-00022
APPLICANT	THE RESIDENTIAL GROUP, LLC C/O MAHAFFEY PICKENS TUCKER, LLP
CONTACT	SHANE LANHAM
PHONE NUMBER	770.232.0000
ZONING CHANGE	R-TH & C-2 TO BG, WITH A SPECIAL USE PERMIT TO ALLOW A MIXED-USE DEVELOPMENT
LOCATION	BUFORD DRIVE AT UNIVERSITY PARKWAY
PARCEL ID	R7011 011 / 7011 024 / 7011 025 / 7012 119 / 7012 002B / 7012 002D
ACREAGE	42.1
PROPOSED DEVELOPMENT	APARTMENTS
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

In 1970, the subject property located within unincorporated Gwinnett County, was zoned R-100 (Single-Family Residence District) and C-1 (Neighborhood Business District). In 2006, the Gwinnett County Board of Commissioners approved a request to rezone the subject property from R-100 and C-1 to R-TH Single-Family Residence Townhouse District) and C-2 (General Business District), pursuant to RZC2006-00053.

PROJECT DATA:

The applicant requests rezoning, annexation, and subdivision of a 42.1-acre parcel assemblage from R-TH (Gwinnett County Single-Family Residence Townhouse District) and C-2 (Gwinnett County General Business District,) to BG (General Business District), along with a Special Use Permit to allow mixed-use development. The applicant intends to subdivide and develop the parcel assemblage in two phases that include a multifamily component referred to as 'Tract 1', consisting of 18.00-acres, and at a later date, commercial/retail component referred to as 'Tract 2' consisting of 22.68-acres. The subject property is located within unincorporated Gwinnett County, along University Parkway between Buford Drive and Collins Hill Road,

bounded to the east by Buford Drive, to the south by Georgia Highway 316, and to the west Lendon Connector. The property is currently vacant and undeveloped.

The applicant proposes to develop 'Tract 1' with 361 apartment units, at a density of 20.05 units per acre. The plan proposes five three-story apartment buildings with basements, consisting of approximately 208 studio/one-bedroom units and 153 two-bedroom units. The proposed building height is approximately 55 feet in height, exceeding the minimum building height requirements of the Zoning Ordinance for both multifamily and single-family residential proposals. Therefore, a variance to allow a building height increase will be required for this particular request. The proposed plan includes 514 parking spaces and associated driveways. A water quality/detention pond is proposed along the western property line, and a stream meanders along the southern property line, both of which may require additional review by the Engineering Department. Additionally, the site plan indicates there would be active and passive common space, pool courtyard and other amenities. Access to the proposed multifamily development would be via two curb cuts along the proposed expansion of Collins Industrial Way (a.k.a Lendon Connector).

The surrounding area is characterized by a variety of uses and zoning. To the north, along the north side of the proposed Collins Industrial Way (a.k.a. Lendon Connector) roadway expansion are the Edd Harris Subdivision and Lendon Lane Estates single-family subdivisions zoned R-100 (Single-Family Residence District, Gwinnett County). To the north and east, across the existing Lendon Lane are BG (General Business District) zoned properties located in the city limits of Lawrenceville. Immediately adjacent to the south and west is the Georgia Highway 316. Further to the west, across Collins Hill Road, are light industrial, institutional, office, retail and senior-oriented multifamily residential uses and zoning, including the Georgia Gwinnett College campus, Garden Plaza retirement community and Life Care Center of Lawrenceville nursing home. The variety of uses and zoning in the immediate area further supports the request.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located in close proximity to the College Corridor, Community Mixed-Use and Industrial Character Areas. These character areas encourage general commercial uses along major corridors, as well as, mixed-use developments, which may include a diversity of development types and densities. Additionally, the Plan encourages developments providing services and housing products that appeal to college faculty, students, and staff, as well as those who want to live near Downtown.

In agreeance with the City's land recommended policies, the prospective development would contribute land use patterns and design elements that support walkability and an enhanced sense of place. The property's location is at the intersection of two major transportation corridors, which make it a convenient location for a mixed-use development with multifamily

residential uses. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the requested Annexation, Rezoning, and Special Use Permit.

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

RZC2019-00010

Approval as BG (General Business District) for a Mixed-Use development, subject to the following enumerated conditions:

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

- A. For the residential component, no more than 361 apartments shall be allowed. The development shall be a fenced and gated community comprised of metal with spaced columns every 25 feet, with a maximum building height of 55 feet. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
- B. Buildings shall be constructed as urban-style, flat-roofed buildings with primary exterior treatments of brick or stacked stone on each elevation. The remainder of each elevation may be the same, or fiber-cement shake or siding. Building elevations shall be submitted for review and approval of the Director of Planning and Development prior to the issuance of a development permit.
- C. For the retail component, the following uses shall be prohibited:
 - 1. Adult Bookstores or Entertainment
 - 2. Automotive Parts Stores
 - 3. Bail Bonding
 - 4. Contractors Offices
 - 5. Emissions Inspection Stations
 - 6. Equipment Rental
 - 7. Extended Stay Hotels or Motels
 - 8. Hookah/Vapor Bar or Lounge
 - 9. Pawn Shop
 - 10. Recovered Materials Processing Facilities
 - 11. Smoke or Novelty Shop
 - 12. Tobacco or Novelty Shop
 - 13. Tattoo and Body Piercing
 - 14. Taxidermists
 - 15. Title Loan Facility
 - 16. Yard Trimming Composting Facilities

2. To abide by the following site development considerations:

- A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
- B. Provide a 50-foot wide natural undisturbed buffer adjacent to the Edd Harris Subdivision and Lendon Lane Estates residentially-zoned properties. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Director of the Planning and Development Department.
- C. Provide a 20-foot landscape strip along the southern right-of-way of the proposed Collins Industrial Way (a.k.a Lendon Connector) expansion. Final landscaping design shall be subject to review and approval of the Director of the Planning and Development Department.
- D. Provide a 10-foot landscape strip along the perimeter of the overall development and along the internal property line separating 'Tract 1' and 'Tract 2.' Final landscaping design shall be subject to review and approval of the Director of the Planning and Development Department.
- E. 'Tract 1' Ground signage shall be limited to a one-monument type sign, and shall be subject to the review and approval of the Director of the Planning and Development Department. The sign shall have a minimum two-foot-high brick base, complementing the buildings' architectural treatments.
- F. 'Tract 2' Ground Signage shall be limited to a one-monument type sign along Buford Drive (a.k.a. Georgia Highway 20), and shall be subject to the review and approval of the Director of the Planning and Development Department. The sign shall have a minimum two-foot-high brick base, complementing the buildings' architectural treatments.
- G. All grassed areas within the development shall be sodded.
- H. All utilities shall be placed underground.
- I. Outdoor commercial sales or storage shall be prohibited.
- J. Window signage (signs displayed on the interior or exterior of the business windows) shall be prohibited, except for open/closed signs required by city, county, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be

prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.

- K. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
- L. 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 right-of-ways.
- M. Peddlers and/or parking lot sales shall be prohibited.
- N. Outdoor loudspeakers shall be prohibited.
- O. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- P. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00022:

Approval of a Special Use Permit for a 361-unit apartment development, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:
 - A. Multifamily attached Dwelling Apartment units, not to exceed 361 apartment units or 20.05 units per acre.
 - B. Multifamily dwelling units shall be constructed in a group of twelve attached units or more, including single-level units located in a multistory building.
 - C. Each unit shall be accessed internally, via a double-loaded corridor (hallway), consisting of apartment units on both sides of the passage corridor connecting twelve or more attached units.
 - D. The buildings must meet the minimum architectural standards set forth in the RM-12 zoning district of the Zoning Ordinance. Final elevations shall be subject to the review and approval of the Director of the Planning and Development Department.

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>The Residential Group, LLC c/o Mahaffey Pickens Tucker, LLP</u>	NAME: <u>Multiple--see attached</u>
ADDRESS: <u>1550 North Brown Road, Suite 125</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>Georgia</u> ZIP: <u>30043</u>	STATE: _____ ZIP: _____
CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</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>R-TH & C-2 (Gwinnett)</u> REQUESTED ZONING DISTRICT: <u>BG w/ SUP</u>	
PARCEL NUMBER(S): <u>Multiple--see attached</u> ACREAGE: <u>+/-</u>	
ADDRESS OF PROPERTY: <u>Buford Drive (SR 20) @ University Parkway (SR 316)</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

NOTARY PUBLIC

DATE



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Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

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William J. Martin
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SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

[Signature] 3 OCT 2019
SIGNATURE OF OWNER DATE

BILL MARTIN, AS REGISTERED AGENT
TYPED OR PRINTED NAME

Amanda Mosley 10/3/19
NOTARY PUBLIC DATE



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Shane M. Lanham, Attorney
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NOTARY PUBLIC DATE

[Signature] 3 OCT 2019
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BILL MARTIN, AS EXECUTOR
TYPED OR PRINTED NAME

Amanda Mosley 10/6/19
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Bill Martin, AS EXECUTOR
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Amanda Mosley 10/3/19



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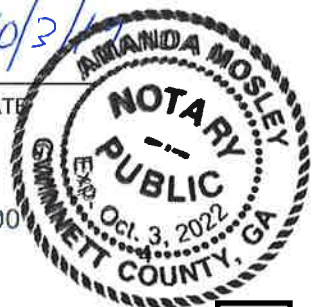
SAMUEL A. MARTIN III
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

Samuel A. Martin III 03 OCT 19

SAMUEL A. MARTIN III

Amanda Mosley 10/3/19



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GEORGIA

SPECIAL USE PERMIT APPLICATION

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CONTACT'S E-MAIL: <u>slanham@mptlawfirm.com</u>	
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PROPOSED SPECIAL USE: <u>High-Rise Development</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

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[Signature] 3 OCT 2019

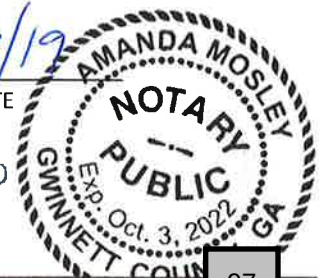
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William J MARTIN

TYPED OR PRINTED NAME

Amanda Mosley 10/3/19

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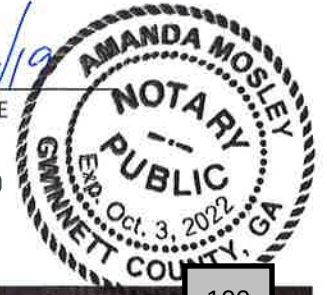
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Blair Martin, AZ REGISTERED AGENT
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

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PROPERTY OWNER LIST

Name	Address	Parcel
Martin, Samuel A III & William J.	2065 Windsor Mill Ct, Grayson, GA 30017	7011 011
Martin, Samuel A Jr. & Elaine S	2065 Windsor Mill Ct, Grayson, GA 30017	7011 024
Martin, Samuel A III	440 Mooring Line Dr, Naples, FL 34102	7011 025
Martin, Samuel A III	2065 Windsor Mill Ct, Grayson, GA 30017	7012 119
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002A
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002B
Collar Shop Properties, LLLP	2065 Windsor Mill Ct, Grayson, GA 30017	7012 002D

Matthew P. Benson
Gerald Davidson, Jr.*
Brian T. Easley
Kelly O. Faber
Christopher D. Holbrook
Nicholas N. Kemper
Shane M. Lanham
Austen T. Mabe

Jeffrey R. Mahaffey
Steven A. Pickens
Catherine V. Schutz
Thomas A. Simpson
Andrew D. Stancil
R. Lee Tucker, Jr.

*Of Counsel

**LETTER OF INTENT FOR REZONING APPLICATION OF
THE RESIDENTIAL GROUP, LLC**

Mahaffey Pickens Tucker, LLP submits this Letter of Intent and attached annexation, rezoning, and special use permit applications (the “Applications”) on behalf of The Residential Group, LLC (the “Applicant”) in order to allow a mixed-use development on an approximately 42-acre tract (the “Property”) located along University Parkway (SR 316) between Collins Hill Road and Buford Drive (SR 20). The Property is bounded on the east by Buford Drive, the south by 316, the west by the Lendon Connector, and the north by the proposed Lendon Connector extension. The Applicant is proposing to create an integrated, walkable, mixed-use environment by annexing the Property into the corporate limits of the City of Lawrenceville and rezoning it to the BG zoning classification with a Special Use Permit for a High Rise Development pursuant to Section 7.19 of the City of Lawrenceville Zoning Ordinance. In order to facilitate the proposed mixed-use development, the Applicant is also requesting an amendment of the Highway Overlay District Map to include the Property within Zone 35 of the High Rise Overlay District in line with adjacent land on the northerly side of 316.

The Property is currently located in unincorporated Gwinnett County and is zoned R-TH and C-2. Though not classified on the City of Lawrenceville 2040 Future Development Map, the Property is adjacent to land classified as within the Community Mixed-Use and College Corridor character areas. The 2040 Plan strongly supports mixed-use developments especially in activity centers such as the Community Mixed-Use and College Corridor character areas. Specifically, Policy LU1.1 of the 2040 Plan is to “[e]ncourage a mixture and concentration of residential, retail, office, recreational, and educational facilities at key locations to encourage walking and biking to everyday needs.” Residents of the proposed residential community would have convenient vehicular and pedestrian access to educational and employment opportunities at Georgia Gwinnett College, which lies just to the west across Collins Hill Road, as well as expanding commercial options along Buford Drive as that major north-south corridor continues to redevelop.

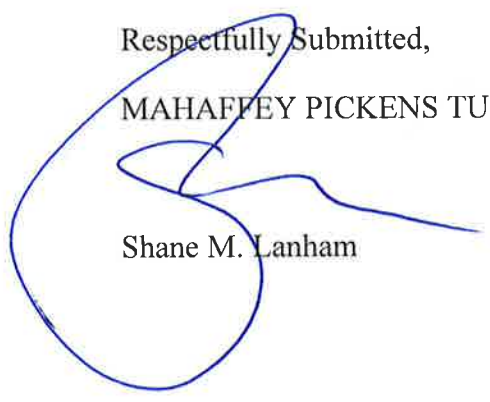
The proposed residential component of the development would comprise approximately 18.0 acres of the Property and would be focused around an expansive amenity area with approximately 361 units spread across five buildings. The balance of the Property would be reserved for commercial development pursuant to the requirements of the BG zoning classification and the requirements of the High Rise Overlay District. The central common space would include both passive and active amenities for residents including pocket parks and dog walk areas. The proposed residential community would also include a more active resort-style pool and patio area with outdoor grills, seating areas, and fire pits. The residential development would also include connections to the adjacent commercial/retail area promoting walkability and an enhanced sense of place. Residents would have quick, convenient, access to shopping, dining, and employment opportunities nearby. In accordance with the City's land use policies, the proposed development would provide land use patterns and design elements that support walkability and an improved sense of place. The proposed development would improve the aesthetics of main corridors and gateways into the City and diversify the land use mix in this area of the City. Moreover, the Property's location at the intersection of two major transportation corridors makes it an appropriate location for a mixed-use development with multi-family residential uses.

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

This 4th day of October, 2019.

Respectfully Submitted,

MAHAFFEY PICKENS TUCKER, LLP



Shane M. Lanham

Legal Description

Tract 1

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

To Reach the TRUE POINT OF BEGINNING commence at a concrete monument found at the intersection of the northeasterly Right of Way of Georgia Highway 316 (Exit Ramp "V"; Variable R/W) and the northerly Right of Way of Lendon Connector (Variable R/W); thence running along said Right of Way of Lendon Connector North 50° 32' 36" East a distance of 100.39 feet to a Right of Way Monument found (underwater); thence North 24° 18' 40" East a distance of 136.51 feet to a Right of Way Monument found; thence running along a curve to the right an arc length of 160.66 feet, (said curve having a radius of 865.00 feet, with a chord bearing of North 55° 54' 30" East, and a chord length of 160.43 feet) to a Right of Way Monument found and the TRUE POINT OF BEGINNING, from point thus established and running along said Right of Way North 23° 42' 32" West a distance of 58.05 feet to a point on the southerly Proposed Right of Way of Collins Industrial Way (a.k.a Lendon Connector; said point being 40' from the proposed centerline; Road Not Yet Constructed); thence running along said Proposed Right of Way along a curve to the right an arc length of 400.61 feet, (said curve having a radius of 810.00 feet, with a chord bearing of North 78° 42' 33" East, and a chord length of 396.54 feet) to a point; thence continuing along said Proposed Right of Way South 87° 07' 19" East a distance of 1027.18 feet to an iron pin set; thence leaving said Right of Way and running South 02° 46' 50" West a distance of 648.28 feet to an iron pin set; thence North 83° 25' 24" West a distance of 1176.87 feet to an iron pin set; thence North 23° 45' 35" West a distance of 473.66 feet to the TRUE POINT OF BEGINNING. Said tract contains 18.000 Acres (784,080 Square Feet).

Legal Description

Tract 2

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

To Reach the TRUE POINT OF BEGINNING commence at a concrete monument found at the intersection of the northeasterly Right of Way of Georgia Highway 316 (Exit Ramp "V"; Variable R/W) and the northerly Right of Way of Lendon Connector (Variable R/W); thence running along said Right of Way of Lendon Connector North 50° 32' 36" East a distance of 100.39 feet to a Right of Way Monument found (underwater); thence North 24° 18' 40" East a distance of 136.51 feet to a Right of Way Monument found; thence running along a curve to the right an arc length of 160.66 feet, (said curve having a radius of 865.00 feet, with a chord bearing of North 55° 54' 30" East, and a chord length of 160.43 feet) to a Right of Way Monument found; thence North 23° 42' 32" West a distance of 58.05 feet to a point and the TRUE POINT OF BEGINNING; from point thus established and running North 23° 43' 37" West a distance of 238.99 feet to an axle found; thence South 87° 45' 45" East a distance of 442.11 feet to a 1" square rod found; thence South 87° 41' 42" East a distance of 199.81 feet to a point; thence South 87° 09' 43" East a distance of 515.25 feet to a point on the southerly terminus of Forest Way (60' RW); thence running along said terminus South 87° 10' 03" East a distance of 60.00 feet to a point; thence leaving said terminus South 87° 10' 03" East a distance of 315.00 feet to a point; thence South 87° 17' 47" East a distance of 399.80 feet; thence South 86° 32' 24" East a distance of 100.02 feet to a point; thence South

88° 20' 20" East a distance of 99.92 feet to a 1" open top pipe found; thence South 87° 19' 54" East a distance of 100.11 feet to a 1" crimp top pipe found; thence North 03° 08' 01" East a distance of 148.57 feet to a point on the southerly Right of Way of Lendon Lane (Variable R/W); thence running along said Right of Way the following courses: South 81° 22' 56" East a distance of 117.08 feet to a point; thence South 80° 59' 54" East a distance of 205.15 feet to a point; thence South 81° 27' 55" East a distance of 132.59 feet to a point at the intersection of the southerly Right of Way of Lendon Lane (Variable R/W) and the westerly Right of Way of Georgia Highway 20 (Variable R/W); thence running along the westerly Right of Way of Georgia Highway 20 South 06° 11' 08" West a distance of 6.08 feet to a point; thence leaving said Right of Way North 85° 34' 52" West a distance of 132.48 feet to a point; thence South 05° 57' 57" West a distance of 100.66 feet to a 2" open top pipe found; thence South 86° 55' 01" East a distance of 132.73 feet to a point on the aforementioned Right of Way of Georgia Highway 20; thence running along said Right of Way the following courses: South 05° 48' 42" West a distance of 273.73 feet to a point; thence South 47° 14' 52" West a distance of 12.80 feet to a point; thence South 30° 05' 13" East a distance of 14.90 feet to a point; thence South 05° 52' 11" West a distance of 160.32 feet to a point on the northerly Right of Way of State Route 316 (Limited Access Highway); thence running along said Right of Way the following courses: North 89° 58' 42" West a distance of 285.99 feet to a 3/8" rebar found; thence South 01° 35' 39" East a distance of 75.70 feet to a Right of Way monument found; thence South 67° 14' 49" West a distance of 578.85 feet to a point; thence leaving said Right of Way North 83° 25' 24" West a distance of 335.63 feet to an iron pin set; thence North 02° 46' 50" East a distance of 648.28 feet to an iron pin set; thence North 87° 07' 19" West a distance of 1027.18 feet to a point; thence running along a curve to the left an arc length of 400.61 feet, (said curve having a radius of 810.00 feet, with a chord bearing of South 78° 42' 33" West, and a chord length of 396.54 feet) to the TRUE POINT OF BEGINNING. Said tract contains 22.678 Acres (987,846 Square Feet).

NOTES:

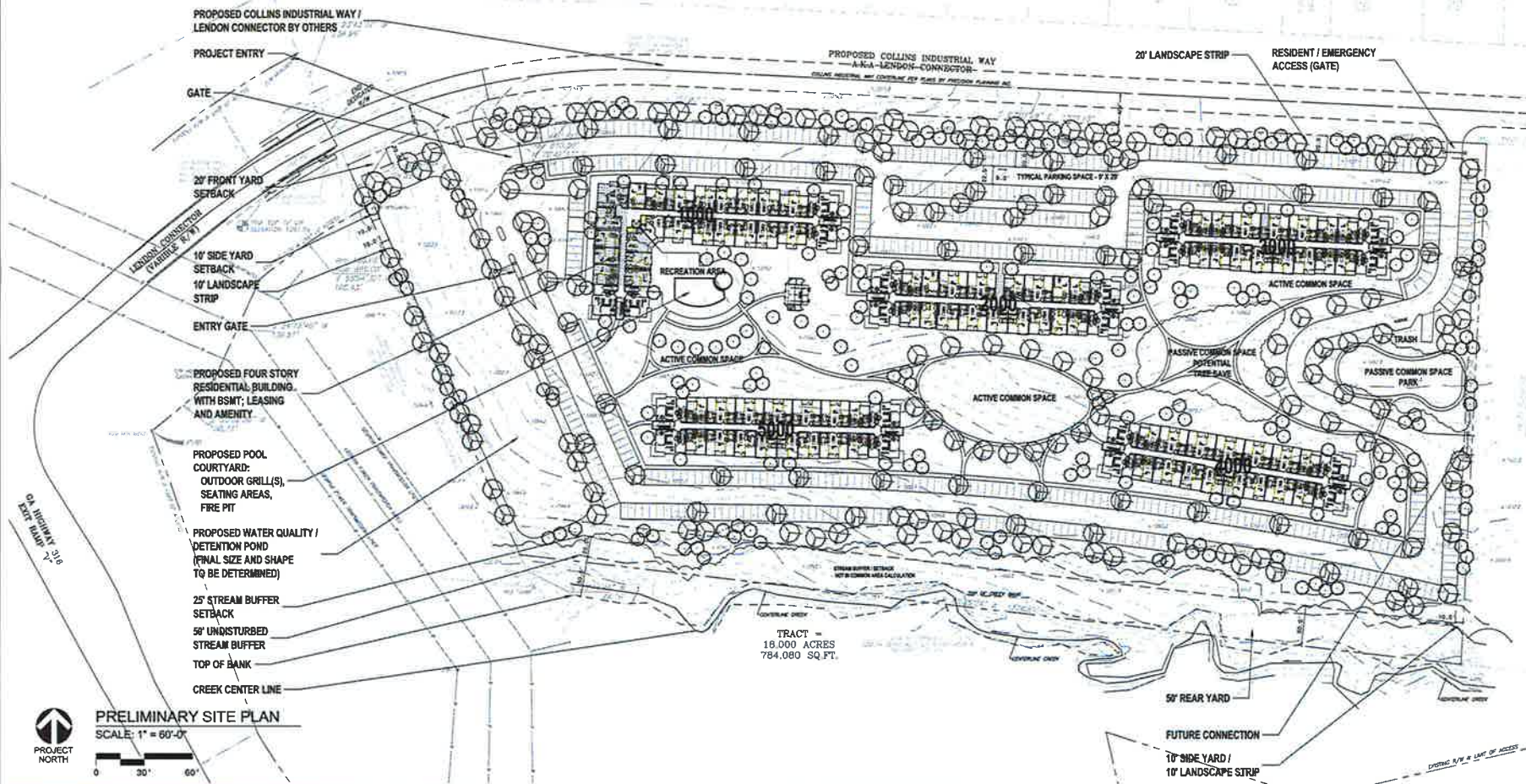
1. PROPERTY TO BE ANNEXED FROM GWINNETT COUNTY TO THE CITY OF LAWRENCEVILLE.
2. ZONING TO BE DETERMINED WITH SPECIAL USE APPLICATION.
3. ALL CALCULATIONS ARE APPROXIMATE AND BASED ON THIS PRELIMINARY SITE PLAN.
4. ALL BUILDINGS ARE 3 STORY W/ BASEMENT.
5. LANDSCAPE / HARDSCAPE SHOWN IS CONCEPTUAL: DESIGN SUBJECT TO LANDSCAPE ARCHITECT'S FINAL DRAWINGS.
6. WATER QUALITY / DETENTION IS CONCEPTUAL AND SUBJECT TO CIVIL ENGINEER'S FINAL DRAWINGS.
7. ALL COMMON AREAS, STORM WATER FACILITIES, ETC., SHALL REMAIN UNDER THE OWNERSHIP OF THE PROPERTY OWNER AT LARGE. MAINTENANCE SHALL BE THE RESPONSIBILITY OF THE OWNERSHIP GROUP.
8. A CROSS ACCESS EASEMENT SHALL BE GRANTED WHEN THE ADJACENT PROPERTY IS DEVELOPED.
9. ALL GRASSED AREAS TO BE SODDED.
10. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
11. TRASH ENCLOSURE TO BE SCREENED ON ALL SIDES WITH A 6' WALL WITH OPAQUE METAL GATE.
12. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A FLOOD HAZARD AREA PER FIRM MAP NUMBERS 13135C0073F & 13135C0074F, DATED 9/28/06. THE SUBJECT PROPERTY LIES WITHIN A ZONE X, WHICH IS DEFINED AS AREAS OUTSIDE THE 500 YEAR FLOOD PLAIN.

SITE DATA

design standard	provided	notes
Site Area	18.0 ac	784,084 SF
No. Units	363 units	
	studio / 1 bedroom units	208 units
	2 bedroom units	153 units
Parking	514 sp	1.47 sp/du 1sp/bedroom
Density (sp)	22.03 du/ac	
Building Coverage	278,079 SF	35%
Total Building Area	335,089 SF	
	residential	327,988 SF
	loading, club room, fitness, etc.	7,100 SF
Fr. Setback	25'	
Side Setback	10'	
Rear Setback	50'	
Bldg Height	55'	from curb at front of bldg to main peak of roof on same side of 3 story w/ basement bldg
Stream Buffer	50'	undisturbed
Stream Buffer Setback	25'	disturbed / revegetated
Total Common Area	157,800 SF	common area calculations are approximate, based on the conceptual plan. Does not include stream buffers or detention area.
	passive (tree cover)	30,800 SF
	active	113,200 SF
	recreation area	13,800 SF



Vicinity Map (NTS)



Developer Contact:
Ruri Alexander
The Residential Group
7100 Peachtree University Rd NE
Atlanta, GA 30328
678-444-1544

TRG HWY 316
LAND LOT 11 - 7TH DISTRICT
LAWRENCEVILLE, GEORGIA

RESIDENTIAL
GROUP

studio
ARCHITECTS

OWNER: TRG

DATE: 10/3/2019

PROJECT: 19-154

PRELIMINARY
SITE PLAN

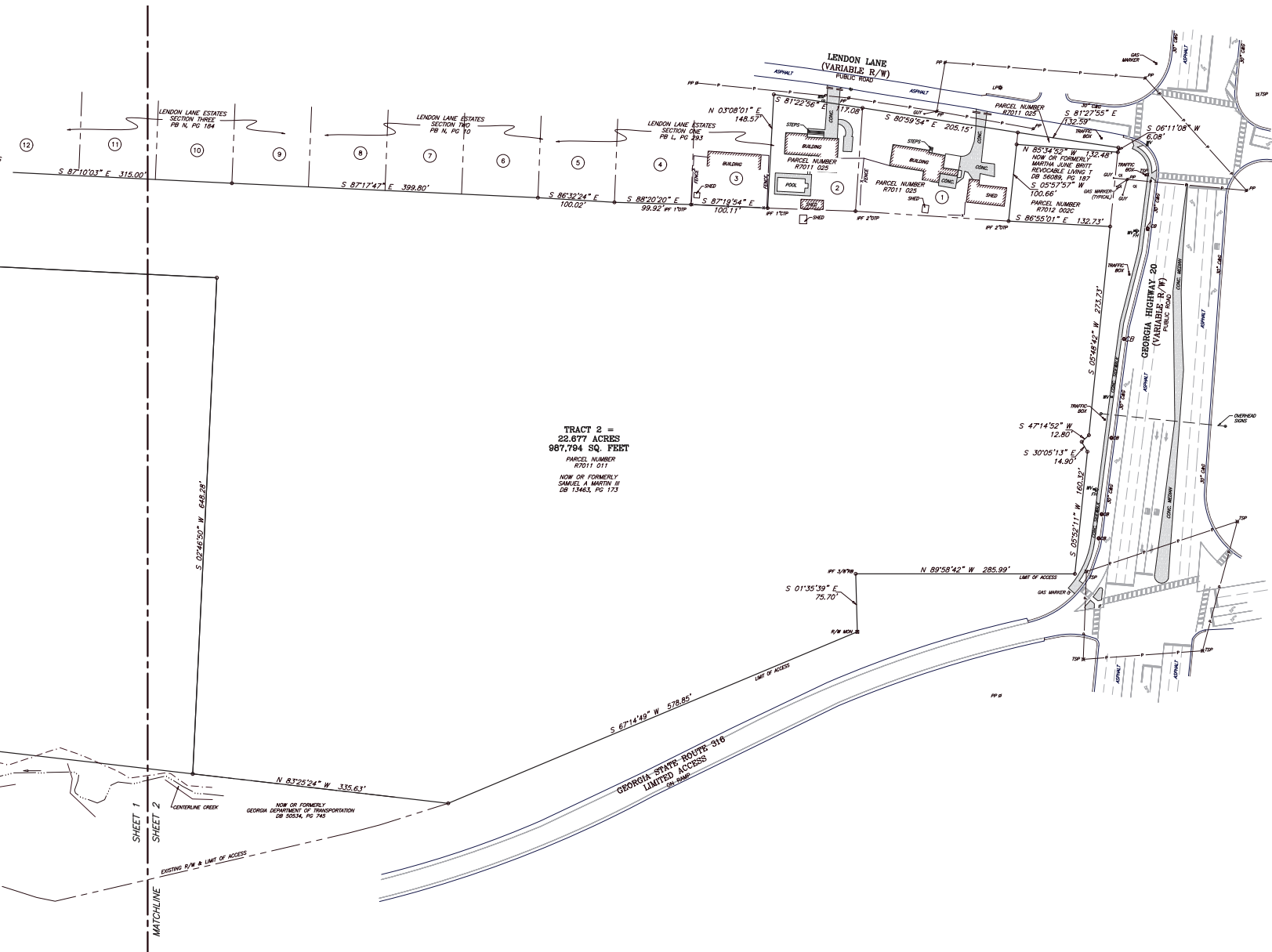
DATE: Preliminary Site Plan
October 3, 2019

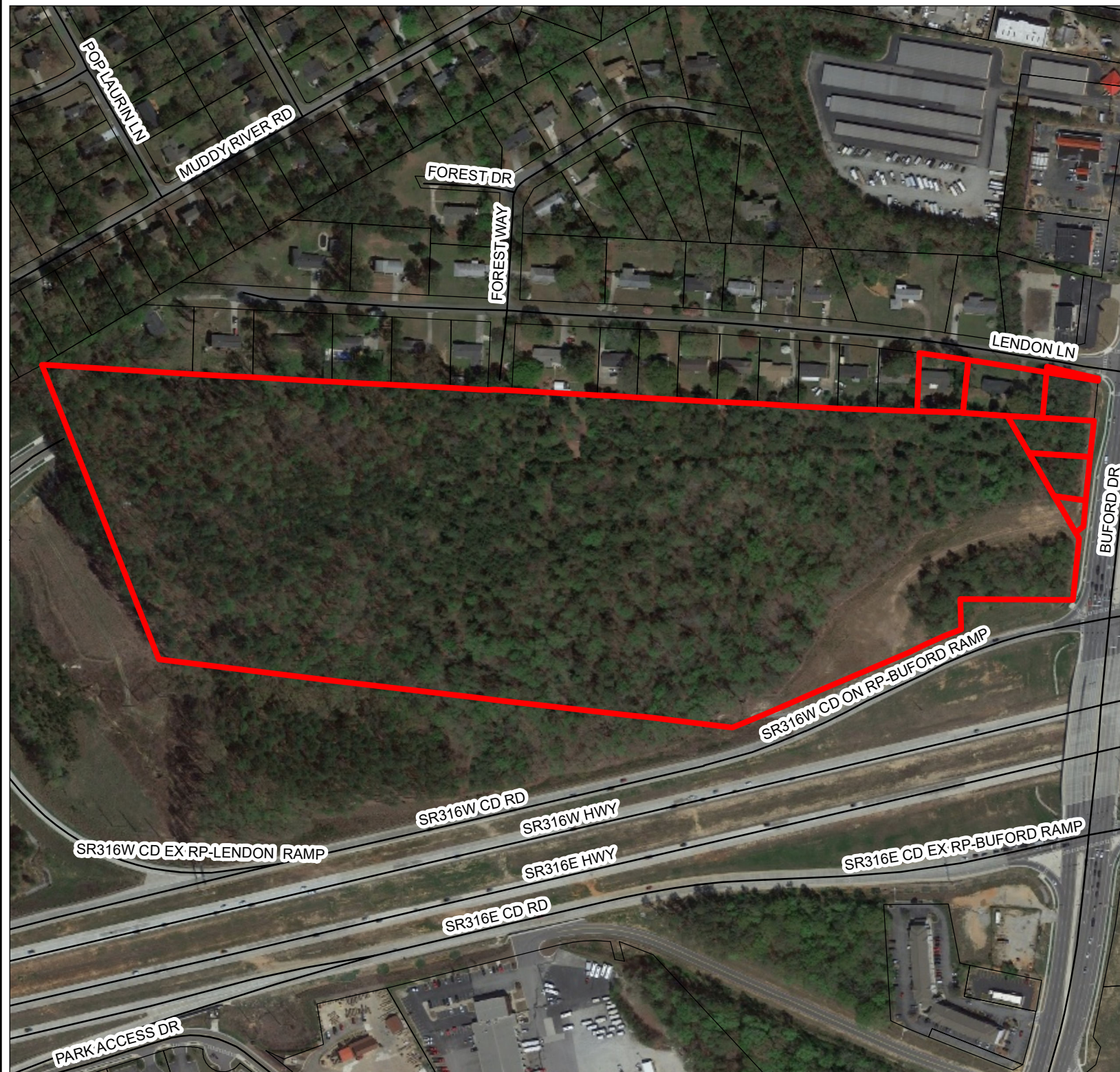
STATUS: UNREVIEWED

PROJECT NO: 19-154

DATE: 10/3/2019

psp.01





The City of Lawrenceville
Planning & Development

**Aerial Map and
Surrounding Area**
File # RZC2019-00010
& SUP2019-00022

**Applicant: The Residential
Group c/o Mahaffey, Pickens,
Tucker, LLP**

**Address: Buford Drive and
University Parkway**

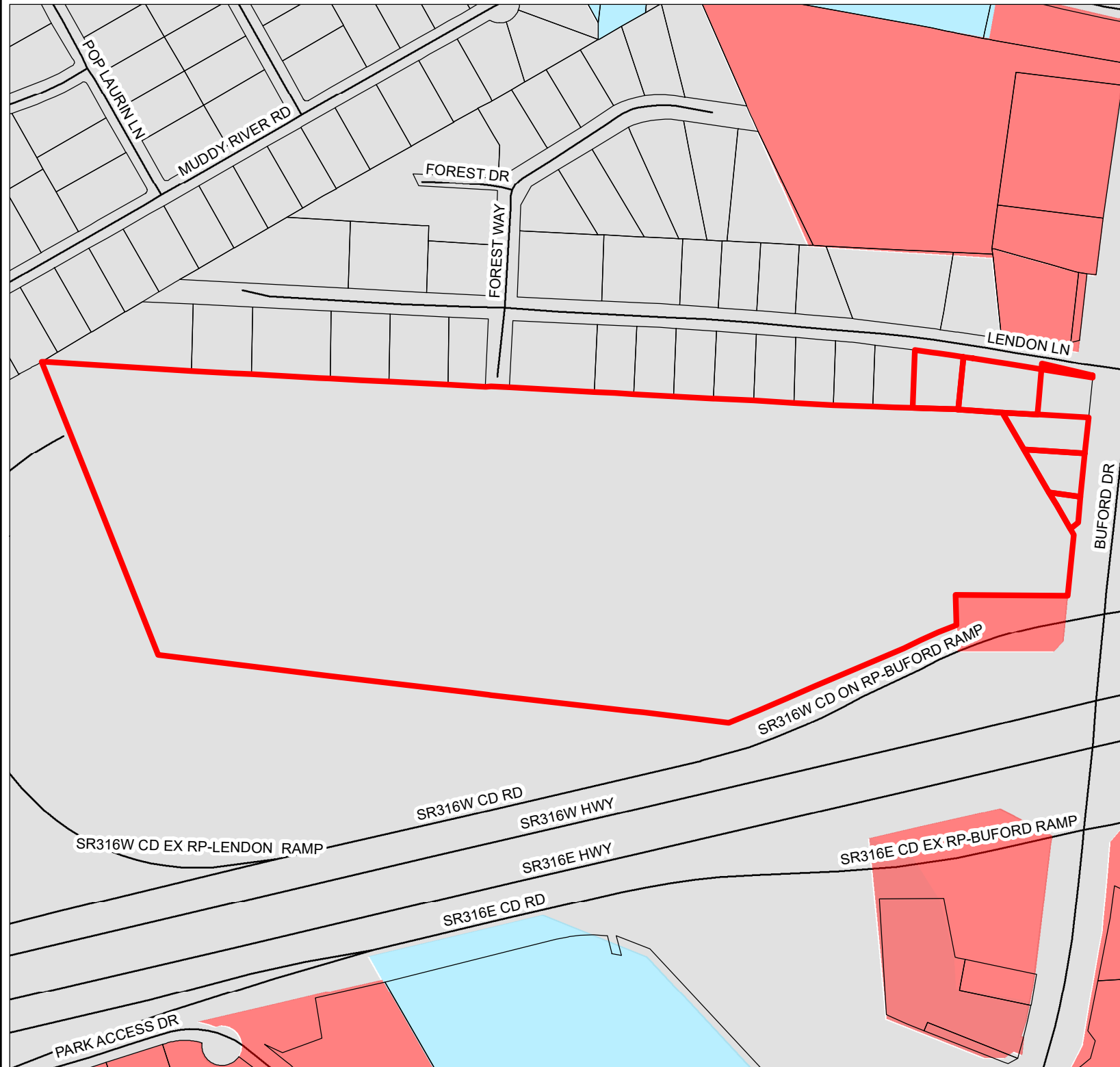
Legend

-  Subject Properties
-  Roads



110

0 100 200 400



The City of Lawrenceville
Planning & Development

**Location Map and
Surrounding Zoning
File # RZC2019-00010
& SUP2019-00022**

**Applicant: The Residential
Group c/o Mahaffey, Pickens,
Tucker, LLP**

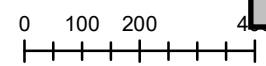
**Address: Buford Drive and
University Parkway**

Legend

-  Subject Properties
-  BG
-  HSB
-  LM
-  Unincorporated
-  Roads



111



SUP2019-00022 - Planning Commission Conditions

Approval of a Special Use Permit for a 361-unit apartment development, subject to the following enumerated conditions:

1. To restrict the Special Use Permit as follows:
 - A. The property shall be developed in general accordance with the submitted color renderings, elevations and site plan, dated November 19, 2019, titled TRG – Hwy 316, prepared for The Residential Group, prepared by Studio Architects, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - B. Multifamily attached Dwelling Apartment units, not to exceed 361 apartment units or 20.05 units per acre.
 - C. Multifamily dwelling units shall be constructed in a group of twelve attached units or more, including single-level units located in a multistory building.
 - D. Each unit shall be accessed internally, via a double-loaded corridor (hallway), consisting of apartment units on both sides of the passage corridor connecting twelve or more attached units.
 - E. The buildings must meet the minimum architectural standards set forth in the RM-12 zoning district of the Zoning Ordinance. Final elevations shall be subject to the review and approval of the Director of the Planning and Development Department.

APPLICANT REVISED CONDITIONS - SUP2019-00025

Approval of Special Use Permit for a Mixed-Use development, subject to the following enumerated conditions:

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

- A. For the residential component, no more than ~~280~~ **312** apartments shall be allowed. The development shall be a fenced and gated community. ~~Fencing shall be provided in general accordance with the site plan presented at the January 6, 2020 Planning Commission public hearing and~~ comprised of wrought iron style fencing with masonry columns along public right-of-way spaced every ~~30-50~~ 25 feet, ~~or as approved by the Director of Planning and Development.~~ ~~The~~ with a maximum building height ~~shall be of 55~~ **60** feet. The final site and building design shall be subject to review and approval of the Director of the Planning and Development Department.
- B. Buildings shall be constructed as urban style, flat-roofed or flat-roofed style buildings with primary exterior treatments of brick, **fiber cement siding**, or stacked stone on each elevation **in general accordance with the building elevations presented at the January 6, 2020 Planning Commission public hearing**. Buildings may be constructed with low pitch roofs and decorative parapets and, flat-roofed accents. **Building elevations facing external street right-of-way shall include brick or stacked stone on each such elevation.** The remainder of each elevation may be the same, **fiber cement siding**, glass, stucco, or architectural metal. **Commercial buildings shall have exterior treatments of primarily glass, brick and/or stacked stone on each elevation with accents of stucco or architectural metal.** Building elevations shall be submitted for review and approval of the Director of Planning and Development prior to the issuance of a development permit.
- C. Efficiency and four-bedroom units shall be prohibited, and the complex shall be limited to a maximum of five ~~ten~~ percent of units as three-bedroom apartments.
- D. For the retail component, the following uses shall be prohibited:
 - i. Adult Bookstores or Entertainment
 - ii. Automotive Repair or Parts Stores
 - iii. Bail Bonding
 - iv. Contractors Offices
 - v. Emissions Inspection Stations
 - vi. Equipment Rental
 - vii. Extended Stay Hotels or Motels
 - viii. Hookah/Vapor Bar or Lounge
 - ix. Pawn Shop
 - x. Recovered Materials Processing Facilities
 - xi. Smoke or Novelty Shop
 - xii. Tobacco, **Vape** or Novelty Shop
 - xiii. Tattoo and Body Piercing
 - xiv. Taxidermists
 - xv. Title Loan Facility

xvi. Yard Trimming Composting Facilities

- E. **Enclosed garages of 10% of the parking required by the development shall be provided for the residential component. Garages shall be located to the rear of the site and the architectural look shall be in general conformance with the building exterior of the development and shall be approved by the Director of Planning and Development.**
 - F. **Interior unit features shall include stainless steel appliances, stone countertops, and primarily faux hardwood floors.**
 - G. **The residential component shall be a gated community, with automatic card access gates at all entrances/exits. The access gate system is required to be properly maintained and functional at all times, with any required repairs to be made within one week. Fencing shall be wrought iron style type fencing with masonry columns spaced every 25 feet.**
2. To abide by the following site development considerations:
- A. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
 - B. Provide a 20-foot landscape strip with evergreens consisting of understory and canopy trees along Buford Drive, and the northern property line, ~~and eastern property line~~; except **(i)** where parking will be provided and (ii) where not in accordance with Georgia Power easements, ~~encroaching into the rear side setback~~. Final landscaping design shall be subject to review and approval of the Director of the Planning and Development Department.
 - C. Ground Signage shall be limited to one-monument type sign along Buford Drive (**per parcel**). The sign shall have a minimum two-foot-high brick base, complementing the buildings' architectural treatments, subject to the review and approval of the Director of the Planning and Development Department.
 - D. All grassed areas within the development shall be sodded.
 - E. All utilities shall be placed underground.
 - F. Outdoor commercial sales or storage shall be prohibited.
 - G. Window signage (signs displayed on the interior or exterior of the business windows) shall be prohibited, except for open/closed signs required by city, county, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
 - H. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons

or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.

- I. 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 right-of-ways.
- J. Peddlers and/or parking lot sales shall be prohibited.
- K. Outdoor loudspeakers shall be prohibited.
- L. Dumpster/compacter locations shall be screened by a 100% opaque brick or stack stone wall with an opaque metal gate enclosure.
- M. In the event of residential tenant eviction, any belongings of the tenant will be placed of the subject property that is not visible from public-right-of-way unless otherwise required by law.
- N. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
- O. **Detention ponds shall include a six-foot tall black vinyl coated chain link fence and landscaping so as to be screened from view of adjacent property or rights of way.**
- P. **Development shall include amenities for residents including a resort style pool and clubhouse, fitness center, outdoor fire pits and grilling stations. Design and location of amenities shall be subject to the review and approval by the Director of Planning and Development.**
- Q. **If approved by GDOT and before the first CO is provided for the development, the developer shall provide a new traffic signal at the entrance to the development on SR 20 at no cost to the City. New traffic signal shall utilize City standard Black Mast Poles.**
- R. **Existing structure on outparcel 3 shall be demolished as part of the first phase of development on the site.**



LAWRENCEVILLE

GEORGIA

10.

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 23, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: RZC2020-00012 & SUP2020-00027; One Street Residential LLC, 334 & 354 Grayson Highway

Department: Planning and Development

Date of Meeting: Monday, March 23, 2020

Applicant Request: BG to OI with a Special Use Permit

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Staff Conditions

Summary: The applicant requests a rezoning from BG (General Business District) zoning to OI (Office Institutional District) zoning with a Special Use Permit to allow a multifamily development.

Attachments/Exhibits:

- RZC2020-00012 & SUP2020-00027 Report
- RZC2020-00012 & SUP2020-00027 Attachments

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

CASE NUMBER: RZC2020-00012 & SUP2020-00027

APPLICANT: ONE STREET RESIDENTIAL, LLC

CONTACT: SHAWN HICKS

PHONE NUMBER: 770.726.5060

ZONING CHANGE: BG TO OI

LOCATION: 334 GRAYSON HWY

PARCEL ID: R5148 004, R5148 005, R5148 162, R5148 308

ACREAGE: 9.71

PROPOSED DEVELOPMENT: 233-UNIT APARTMENT DEVELOPMENT WITH
SPECIAL USE PERMIT TO ALLOW AN APARTMENT
DEVELOPMENT AT 24 UNITS PER ACRE

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

ZONING HISTORY:

The property has been zoned BG (General Business District) since 1970.

PROJECT DATA:

The applicant requests rezoning of a 9.71-acre parcel assemblage from BG (General Business District) to OI (Office Institutional District), along with a Special Use Permit to allow a multifamily development. The subject property is located along the eastern right-of-way of Grayson Highway, just south of its intersection with Applewood Drive, with a section of the property being located along the southern right-of-way of Applewood Drive. The property is currently undeveloped, heavily wooded, with a stream meandering throughout the property.

The applicant proposes to develop the property with 233 apartment units, at a density of 24.00 units per acre. The plan proposes seven, three- to four-story apartment buildings at an approximate height of 45 feet, exceeding the minimum building height requirements of the Zoning Ordinance. Therefore, a variance to allow a building height increase will be required for this particular request. The submitted site plan proposes 339 parking spaces at a ratio of 1.6 per dwelling unit; however, the City minimum standard requires two parking spaces per dwelling unit. A water quality /detention pond is proposed near the northeastern property line. Additionally, a stream meanders along the eastern and southern portions of the property, both of which may require additional review by the Engineering Department. Additionally, the plan

proposes a gated entrance, leasing/amenity office, mail kiosk, and an outdoor amenities area. Access to the proposed multifamily development would be via one curb cut along Georgia Highway 20/Grayson Highway. The required 50-foot zoning buffer is reflected along the rear property line immediately adjacent to an existing single-family development. Per the site plan, building coverage of the site is shown at 25 percent, with a tolerance of 70 percent. However, the minimum standards for the OI zoning classification limit the maximum ground coverage to 70 percent. In order to meet the minimum standards for the OI zoning classification numerous reductions in development and zoning standards would be required.

The surrounding area is characterized by commercial, institutional and multi-family developments along Grayson Highway and by single-family residences to the rear of the property. Adjacent to the northwest and across Applewood Drive are properties zoned BG, developed with a shopping center and a call center. Also to the north, are properties zoned RM-HR (Residential Multiple Family Highrise District), developed with senior living high-rise apartments. Immediately to the east of the subject property is the Acadia Woods single-family subdivision zoned RS-150 (Single-Family Residence 15,000 Square Feet District). Adjacent to the south is a BG-zoned property developed with an oil change station and a RS-150 zoned property developed with a Veterans of Foreign Wars post. To the west across Grayson Highway is a place of worship with split zoning of RS-150 and BG.

The property lies within the Community Mixed-Use Character Area of the 2040 Comprehensive Plan and Future Development Map. This character area was developed to encourage general commercial uses along major corridors, and mixed-use developments, which may include a diversity of development types and densities. The property is situated near the intersection of two major transportation corridors and along a county bus route, which would make it a convenient location for a multifamily residential development.

In agreeance with the City of Lawrenceville Comprehensive Plan policies, the proposed development could contribute land use patterns and design elements that support walkability and an enhanced sense of place. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested rezoning and Special Use Permit.

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

The applicant is advised that there are watercourses on three sides of the property that lie within 75' of the property lines and which could therefore impact the proposed development should they meet the definition of a watercourse that requires buffers and an impervious setback.

ELECTRIC DEPARTMENT

Three and single phase power are to be made available to the serve the facility.

The Electric Department will serve the development with underground electric service.

The developer will be required to pay a per unit fee for the underground electric service.

GAS DEPARTMENT

The Gas Department has existing gas mains on the right-of-way for Grayson Highway and has ample capacity for this project.

WATER DEPARTMENT

No Comment.

CODE ENFORCEMENT

No Comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZC2020-00012:

Approval as OI (Office Institutional District) for an apartment development, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Multifamily apartment buildings and its associated accessory use structures.
 - B. The maximum number of units shall be 233.
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site plan, dated February 6, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - B. Provide a 50-foot wide natural undisturbed buffer along the eastern property line, immediately adjacent to the Acadia Woods single-family subdivision. The buffer shall be enhanced where sparsely vegetated. Final landscaping shall be subject to review and approval of the Director of the Planning and Development Department.
 - C. Provide a 10-foot landscape strip along the eastern right-of-way of Grayson Highway, and the southern right-of-way of Applewood Drive. Final landscaping design shall be subject to review and approval of the Director of the Planning and Development Department.
 - D. The apartment buildings shall meet the RM-12 architectural standards set forth in the Zoning Ordinance. Final elevations shall be subject to the review and approval of the Director of Planning and Development Department.
 - E. Ground Signage shall be limited to a maximum height of 6 feet and shall be setback from the right-of-way a minimum of 10 feet. Maximum Sign Display Area shall not exceed 32 square feet.
 - F. The front, side and rear facades of associated accessory use structures shall be finished with a minimum of 50 percent brick on each elevation.

- G. All grassed areas shall be sodded.
- H. Underground utilities shall be provided throughout the development.
- I. The electric utilities internal to the development must be placed underground.
- J. The developer shall provide a bus shelter along Grayson Highway.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00027:

Approval of Special Use for an apartment development at 24 units per acre, subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - A. Multifamily apartment buildings and its associated accessory use structures.
 - B. The maximum number of units shall be 233.
2. To satisfy the following site development considerations:
 - A. The property shall be developed in general accordance with the submitted site plan, dated February 6, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - B. The apartment buildings shall meet the RM-12 architectural standards set forth in the Zoning Ordinance.
 - C. The front, side and rear facades of associated accessory use structures shall be finished with a minimum of 50 percent brick on each elevation.
 - D. All grassed areas shall be sodded.
 - E. Underground utilities shall be provided throughout the development.
 - F. The electric utilities internal to the development must be placed underground.

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 2.
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *None.*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The proposed zoning change is compatible with the recommendations of the 2040 Comprehensive Plan and Future Development Map.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed zoning?** *The property is at a location that makes the development viable pending conditions being met.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *NA*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The property meets the intent of the character area.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *RM-12 is the only district that allows apartments.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *It is suitable pending conditions being met.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>One Street Residential, LLC</u>	NAME: <u>Albert Shamsi & Edmund I. Shamsi, Trustees of A A R REALTY TRUST</u>
ADDRESS: <u>2000 RiverEdge Parkway, Suite 450,</u>	ADDRESS: <u>274 N Tigertail Road,</u>
CITY: <u>Atlanta</u>	CITY: <u>Los Angeles, CA 90049</u>
STATE: <u>GA</u> ZIP: <u>30328</u>	STATE: <u>CA</u> ZIP: <u>90049</u>
CONTACT PERSON: <u>Shawn Hicks</u> PHONE: <u>(770) 726-5060</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>BG</u> REQUESTED ZONING DISTRICT: <u>OI w/SUP</u>	
PARCEL NUMBER(S): <u>5-148-004</u> ACREAGE: <u>.57</u>	
ADDRESS OF PROPERTY: <u>334 Grayson Hwy Lawrenceville, Georgia 30046</u>	


SIGNATURE OF APPLICANT

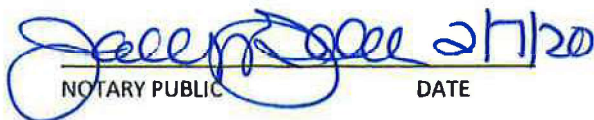
2/4/2020
DATE

Brendan Barr
TYPED OR PRINTED NAME


SIGNATURE OF OWNER

2-7-2020
DATE

Albert Shamsi
TYPED OR PRINTED NAME


NOTARY PUBLIC

2/7/20
DATE


NOTARY PUBLIC



70 S Clayton St. • PO Box 2200 • Lawrenceville, Georgia 30046
Notary Public, Cobb County, Georgia 30046 • 770-963-2414 • www.lawrencevillega.org
My Commission Expires 3-30-2021



22020.00012



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>One Street Residential, LLC</u>	NAME: <u>Albert Shamsi & Edmund I. Shamsi, Trustees of the Asek Darom Realty Trust</u>
ADDRESS: <u>2000 RiverEdge Parkway, Suite 450,</u>	ADDRESS: <u>274 N Tigertail Road,</u>
CITY: <u>Atlanta</u>	CITY: <u>Los Angeles, CA 90049</u>
STATE: <u>GA</u> ZIP: <u>30328</u>	STATE: <u>CA</u> ZIP: <u>90049</u>
CONTACT PERSON: <u>Shawn Hicks</u> PHONE: <u>(770) 726-5060</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>BG</u> REQUESTED ZONING DISTRICT: <u>OI w/SUP</u>	
PARCEL NUMBER(S): <u>5-148-162, 5-148-005, 5-148-308</u> ACREAGE: <u>9.11</u>	
ADDRESS OF PROPERTY: <u>354 Grayson Hwy and Applewood Drive, Lawrenceville, GA 30046</u>	

[Signature] 2/4/2020
SIGNATURE OF APPLICANT DATE

[Signature] 2-7-2020
SIGNATURE OF OWNER DATE

Brendan Barr
TYPED OR PRINTED NAME

Albert Shamsi
TYPED OR PRINTED NAME

[Signature] 2/1/20
NOTARY PUBLIC DATE

[Signature] 2/1/20
NOTARY PUBLIC



70 S Clayton St • PO Box 2200 • Lawrenceville, Georgia 30046 • 770-963.2414 • www.lawrencevillega.org
My Commission Expires 3-30-2021

RZC1020-00012



2000 RiverEdge Parkway
Suite 450
Atlanta GA 30328
770-850-8280

February 7, 2020

Todd Hargrave
Director
Planning and Development
City of Lawrenceville
70 S Clayton St
PO Box 2200,
Lawrenceville GA 30046

RE: Letter of Intent for Rezoning Application - 334 Grayson Highway, Lawrenceville, GA

OneStreet Residential LLC (the "Applicant") submits this Letter of Intent and attached Rezoning Application for the purpose of requesting the rezoning of an approximately 9.708 acre tract located at 334 Grayson Highway, Lawrenceville, GA, Parcels 5-148-004, 5-148-005, 5-148-162 and 5-148-308 (the "Property"). The property is currently zoned BG.

The Applicant is requesting to rezone the Property to the OI zoning classification and a Special Use Permit allowing a multifamily development exceeding 12 units per acre. The proposed building within this development will include attractive architectural elements and community amenities such as a green space with splash pad and walking path. The community will have an entry gate and fence. The community will also include a central building that will include a fitness center, business center, multipurpose room for both afterschool programs and adult events. The building façade will include building materials such as brick or natural or manufactured stone on each of the exterior wall surfaces.

The Property is adjacent to other properties currently zoned BG to the North and RMHR to the Northeast. The uses on the adjacent properties are commercial uses and Apartment Housing. The Property proposed uses are compatible with existing with surrounding uses.

VARIANCE Request –

- **Building height variance request, to exceed 35' in building height.**
- **Parking and Loading Requirements to reduce the minimum required parking ratio from 2 per dwelling unit to 1.6 per dwelling unit.**
- **Parking and Loading Requirements to reduce the required number of loading spaces from 11 to 10**
- **Breezeway openness –**
 - **Per 2012 NFPA 101 section 7.2.2.6.6 That states that outside stairs, shall be not less than 50 percent open on one side – we are requesting a variance to allow us to construct breezeways and outside stairs with openness in entirety. If needing to cover the open portion for 50%, we can conform to this requirement and follow the design**

intent.

The Applicant welcomes the opportunity to meet with Staff of The City of Lawrenceville Planning and Development Department to answer any questions or comments and concerns relating to the referenced rezoning request.

The applicant respectfully requests your approval of this Application. Please do not hesitate to contact Shawn Hicks at shawn@onestreetres.com or (770) 726-5060 or me at brendan@onestreetres.com or (678) 209-3079



Brendan Barr

Managing Partner for Applicant

LEGAL DESCRIPTION

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

COMMENCING AT A POINT AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF APPLEWOOD DRIVE (VARIABLE RIGHT-OF-WAY AT THIS POINT) AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 20, A.K.A. GRAYSON HIGHWAY (VARIABLE RIGHT-OF-WAY, 90-FOOT AT THIS POINT); THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 20, 211.38 FEET TO A 1/2-INCH REBAR WITH CAP SET, SAID POINT BEING THE **POINT OF BEGINNING**.

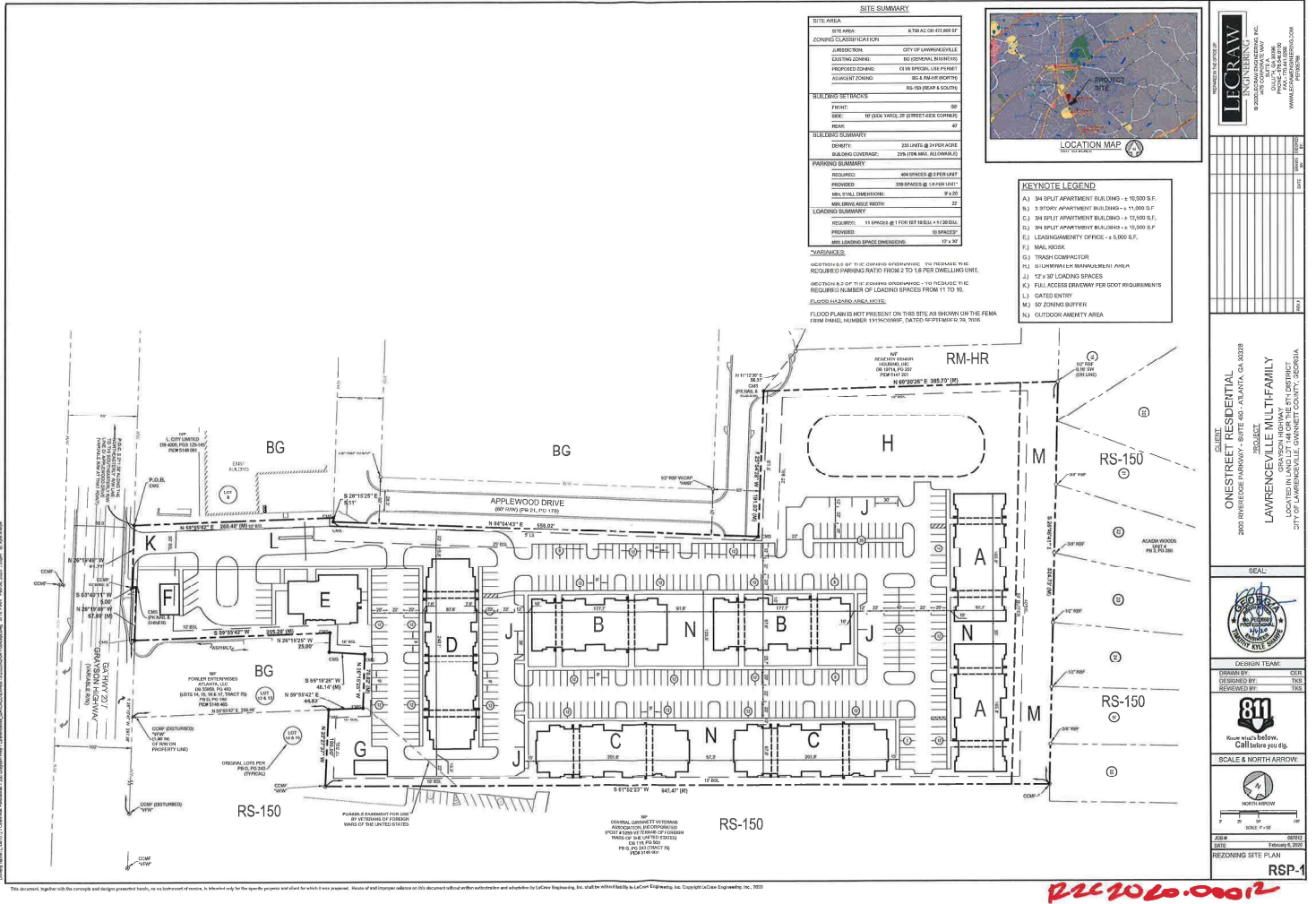
THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE DIVISION LINE BETWEEN L CITY LIMITED (PER DEED BOOK 4009, PAGES 125-145, GWINNETT COUNTY, GEORGIA, RECORDS) TO THE NORTHWEST AND A.A.R. REALTY TRUST (PER DEED BOOK 4594, PAGE 70, AFORESAID RECORDS) TO THE SOUTHEAST, NORTH 59°55'42" EAST A DISTANCE OF 260.40 FEET TO A 1/2-INCH REBAR WITH CAP SET ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF APPLEWOOD DRIVE (60-FOOT RIGHT-OF-WAY); THENCE ALONG THE SOUTHWEST, SOUTHEAST AND NORTHEAST RIGHT-OF-WAY LINE, RESPECTIVELY THE FOLLOWING 3 COURSES AND DISTANCES: SOUTH 26°15'25" EAST A DISTANCE OF 5.11 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 64°04'43" EAST A DISTANCE OF 556.02 FEET TO A 1/2-INCH REBAR WITH CAP SET AND NORTH 25°54'28" WEST A DISTANCE OF 191.03 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND FOLLOWING THE DIVISION LINE BETWEEN REGENCY SENIOR HOUSING, INC. (PER DEED BOOK 10714, PAGE 207, AFORESAID RECORDS) TO THE NORTHWEST AND ASEK DAROM REALTY TRUST (PER DEED BOOK 3359, PAGE 190, AFORESAID RECORDS) TO THE SOUTHEAST, NORTH 60°20'26" EAST PASSING A 1/2-INCH REBAR FOUND AT A DISTANCE OF 385.54 FEET, A TOTAL DISTANCE OF 385.70 FEET TO A POINT;; THENCE FOLLOWING THE DIVISION LINE BETWEEN SAID ASEK DAROM REALTY TRUST TO THE SOUTHWEST AND UNIT 4 OF ACADIA WOODS (PER PLAT BOOK 3, PAGE 280, AFORESAID RECORDS) TO THE NORTHEAST, SOUTH 26°46'41" EAST A DISTANCE OF 524.73 FEET TO A CONCRETE MONUMENT FOUND; THENCE FOLLOWING THE DIVISION LINE BETWEEN SAID ASEK DAROM REALTY TRUST TO THE NORTHWEST AND NORTHEAST, RESPECTIVELY AND CENTRAL GWINNETT VETERANS ASSOCIATION, INCORPORATED (PER DEED BOOK 119, PAGE 503, AFORESAID RECORDS) TO THE SOUTHEAST AND SOUTHWEST, RESPECTIVELY THE FOLLOWING 2 COURSES AND DISTANCES: SOUTH 61°52'23" WEST A DISTANCE OF 947.47 FEET TO A CONCRETE MONUMENT FOUND MARKED "VFW" AND

R2C 2020.0002

NORTH 25°27'37" WEST A DISTANCE OF 100.00 FEET TO A 1/2-INCH REBAR WITH CAP SET; THENCE FOLLOWING THE DIVISION LINE BETWEEN SAID ASEK DAROM REALTY TRUST TO THE SOUTHEAST, NORTHEAST, NORTHWEST, NORTHEAST AND NORTHWEST RESPECTIVELY AND FOWLER ENTERPRISES ATLANTA, LLC (PER DEED BOOK 55958, PAGE 493, AFORESAID RECORDS) TO THE NORTHWEST, SOUTHWEST, SOUTHEAST, SOUTHWEST AND SOUTHEAST, RESPECTIVELY THE FOLLOWING 5 COURSES AND DISTANCES: NORTH 59°55'42" EAST A DISTANCE OF 44.83 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 26°15'25" WEST A DISTANCE OF 70.82 FEET TO A 1/2-INCH REBAR WITH CAP SET, SOUTH 65°19'26" WEST A DISTANCE OF 46.14 FEET TO A 1/2-INCH REBAR WITH CAP SET, NORTH 26°15'25" WEST A DISTANCE OF 25.00 FEET TO A 1/2-INCH REBAR WITH CAP SET AND SOUTH 59°55'42" WEST A DISTANCE OF 255.20 FEET TO A 1/2-INCH REBAR WITH CAP SET ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GEORGIA HIGHWAY 20 A.K.A. GRAYSON HIGHWAY (VARIABLE RIGHT-OF-WAY, 100-FOOT AT THIS POINT); THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 26°19'49" WEST A DISTANCE OF 67.89 FEET TO A PK NAIL & SHINER SET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 63°40'11" WEST A DISTANCE OF 5.00 FEET TO A CONCRETE MONUMENT FOUND ON THE 90-FOOT RIGHT-OF-WAY LINE; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE NORTH 26°19'49" WEST A DISTANCE OF 81.77 FEET BACK TO THE **POINT OF BEGINNING**.

CONTAINING 422,866 SQUARE FEET OR 9.708 ACRES, A PORTION OF WHICH ALSO ENCOMPASSES LOTS 9-11 OF THE LANDS OF J. H. COOPER (PER PLAT BOOK D, PAGE 180, GWINNETT COUNTY, GEORGIA, RECORDS).





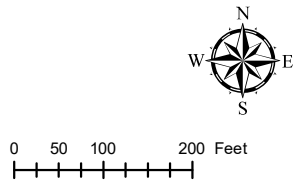


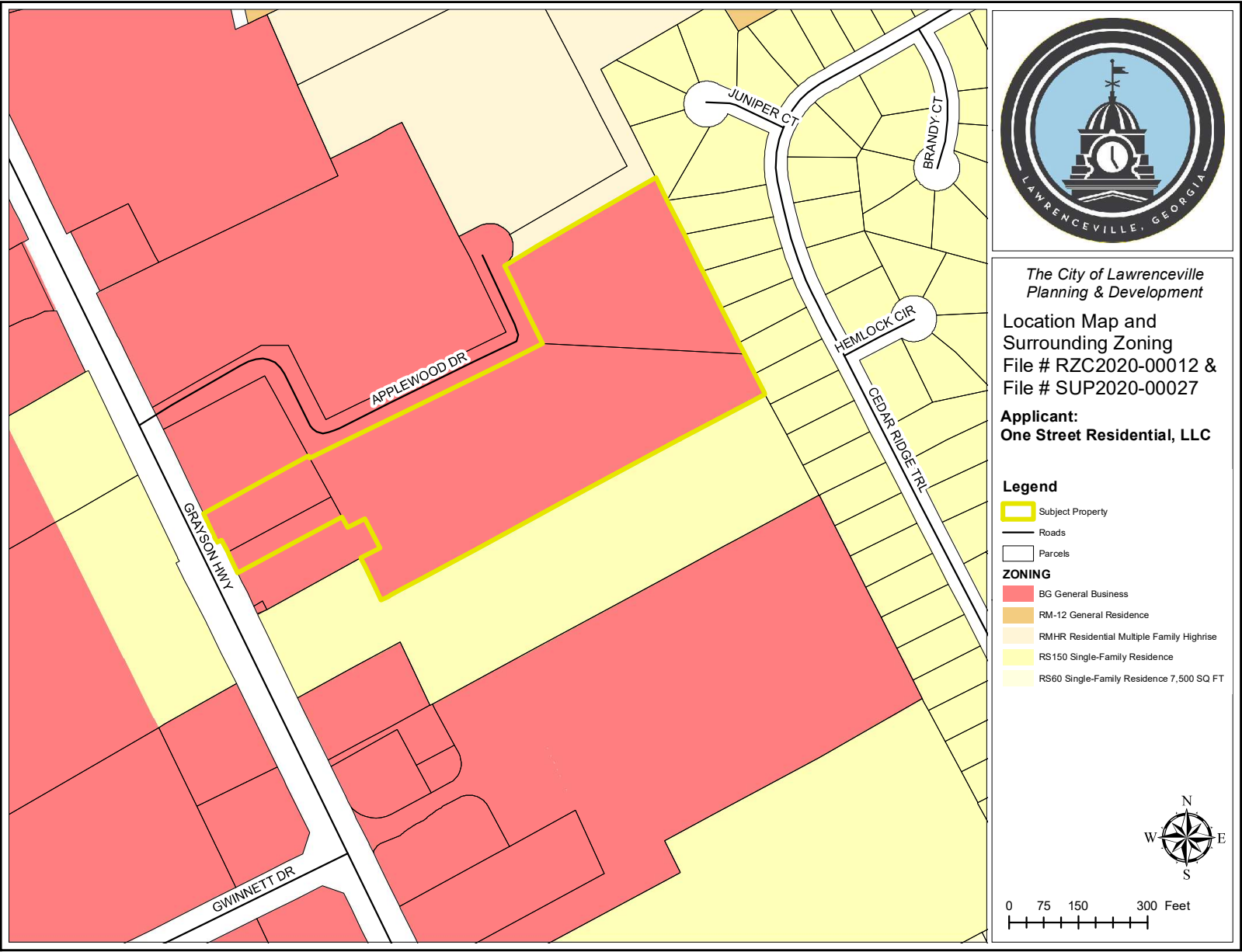
*The City of Lawrenceville
Planning & Development*

Location Map and
Surrounding Zoning
File # RZC2020-00012 &
File # SUP2020-00027

Applicant:
One Street Residential, LLC

- Legend**
- Subject Property
 - Roads
 - Parcels







LAWRENCEVILLE

GEORGIA

11.

AGENDA REPORT
MEETING: REGULAR MEETING, MARCH 23, 2020
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: SUP2020-00026; Third Rail Distillery, Inc.; 625 N. Clayton Street

Department: Planning and Development

Date of Meeting: Monday, March 23, 2020

Applicant Request: Special Use Permit for a Distillery

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation: Approval with Staff Conditions

Summary: The applicant requests a Special Use Permit to allow a craft distillery with a tasting room.

Attachments/Exhibits:

- SUP2020-00026 Report
- SUP2020-00026 Attachments

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

CASE NUMBER: SUP2020-00026
APPLICANT: THIRD RAIL DISTILLERS, INC
CONTACT: JODY CHARLES CAMPBELL
PHONE NUMBER: 470.365.2890
LOCATION: 625 N. CLAYTON ST
PARCEL ID: R5146C007
ACREAGE: 0.23
PROPOSED DEVELOPMENT: DISTILLERY
DEPARTMENT RECOMMENDATION: APPROVAL WITH CONDITIONS
ZONING HISTORY:

The property has been zoned LM (Light Manufacturing District) since 1960.

PROJECT DATA:

The applicant requests a Special Use Permit of a 0.23 acre property, zoned LM (Light Manufacturing District, to allow a craft distillery with a tasting room. The subject property is located in the Depot Area along the western right-of-way of North Clayton Street at its intersection with the northern right-of-way of Seaboard Airline Rail Road (A.K.A. Seaboard Coastline R.R.). The applicant, Third Rail Distillers, Inc., intends to utilize the site for the production of high quality distilled spirits.

The property is currently developed with a concrete block storage building, associated driveway and loading dock. The site plan proposes a building height of 50 feet, and an additional 1,520 square feet of floor area, in addition to the existing 3,240 square foot building. Furthermore, the plans propose the addition of an exterior patio wrapping around the main entry (front) connecting to an existing patio (loading dock) located along the south side of the building. In addition, a porch would be added to the rear of the building along the western property line. immediately adjacent to the Rail Road right-of-way. The applicant is also proposing to install a grain silo that would be utilized as a monument sign. Access to the site is proposed via one driveway on the north side of the property. In order to address the lack of parking at the subject property, the applicant suggest entering into a private agreement with neighboring property owners and utilizing a public parking facility to satisfy this deficiency. However, the applicant

must enter into an agreement with the City in order to utilize City-owned spaces. Part of this agreement could include that the applicant provide additional compensation in order to satisfy the parking and loading requirements of the City. Furthermore, the submitted site plan does not meet the required front, side and rear yard setbacks for the LM zoning classification. In order to meet the minimum standards for the LM zoning classification numerous reductions in development and zoning standards would be required.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the College Corridor Character Area. The vision for this character area is a multi-modal, vibrant, mixed-use corridor. Over time, this area will transition from suburban-style development to a more mixed environment of higher density development and green space.

The surrounding area is characterized by a mix of light industrial, commercial, single-family and multifamily uses and zoning. To the north, are BG (General Business District) zoned properties, primarily use small scale office and retail uses. To the east, across North Clayton Street, area BG, RM (Multifamily Residence District), RS-150 (Single-Family Residence District), and LM zoned properties and uses; which includes 550 Trackside special events facility. To the south, across Seaboard Coastline R.R., are BG and LM zoned properties and uses; which include the Council approved craft breweries Slow Pour Brewing Company (SU-16-10) and Beer Republic Brewing, LLC (aka Iron Shield) (RZ-18-02 & SU-18-04). Each of the two craft breweries operate in a similar manner as proposed by the applicant.

Although the proposed development may require the approval of numerous variance request, the proposal could be considered to be consistent with the policies of the 2040 City of Lawrenceville Comprehensive Plan. The proposed development, if properly conditioned could contribute land use patterns and design elements that support walkability and an enhanced sense of place. Given the aforementioned factors, the Planning and Development Department recommends **Approval with Conditions** of the Special Use Permit.

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

The engineering department stated the attorney's letter says in one paragraph "Dr. Acuff's plans call for the razing of the existing building and construction of a new facility . . ." and then in the next paragraph "If the project is approved, Dr. Acuff will be investing significant sums of money into remodeling and repairing the existing building . . ." The two Bullard Land Planning exhibits say the existing building is to remain. The attorney's letter says the project will be accessed in part "via Railroad Street". None of the exhibits provided shows Railroad Street which, if it exists, is not a City owned or maintained road.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

The gas department has an existing gas main located on the South and East sides of the property. It is a plastic gas main of 4 inch and has ample capacity to serve the future customer.

Please note the close proximity of the silo location to our gas main.

There will need to be locates called in and actual verification of the gas main location by the property owner before construction.

WATER DEPARTMENT

No comment.

DAMAGE PREVENTION DEPARTMENT

It is the applicant's responsibility to ensure that all existing underground utilities within the limits of the work are located prior to any excavation activities.

The Georgia Utility Facility Protection Act (GUFPA) mandates that before starting any mechanized digging or excavation work, you must contact Georgia 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any similar work – even on private property.

CODE ENFORCEMENT

In 2016, three Notice of Violations were issued for multiple violations, which includes; graffiti, trash and debris, and overgrown grass.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2020-00026

Approval of Special Use Permit for a Distillery, subject to the following enumerated conditions:

1. The property shall be developed in general accordance with the submitted site plan, dated February 03, 2020, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
2. The development shall abide by all applicable standards of the Development Regulations, unless otherwise specified in these conditions or through approval of a variance administratively or by the Zoning Board of Appeals, as appropriate.
3. The building must meet the minimum architectural requirement of the City of Lawrenceville. Final elevations shall be subject to the review and approval of the Director of Planning and Development Department.
4. Ground Signage shall be limited to a maximum height of 12 feet and shall be setback from the right-of-way a minimum of 12 feet. The maximum sign display area shall be limited to 75 square feet. Wall signage shall be limited 36 square feet per elevation, with a total wall sign area limited to 72 square feet.
5. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
6. 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 right-of-ways.
7. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
8. Outdoor storage shall be prohibited.
9. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
10. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

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

ZONING ORDINANCE SECTION 13.3 SPECIAL USE PERMIT PROCEDURE:

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



LAWRENCEVILLE

GEORGIA

11.

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Third Rail Distillers, Inc.</u>	NAME: <u>Garbro, Inc.</u>
ADDRESS: <u>c/o Blum & Campbell, LLC</u> <u>3000 Langford Road, Bldg. 100</u>	ADDRESS: <u>382 S. Perry St.</u>
CITY: <u>Peachtree Corners</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30071</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>470-365-2890</u>	PHONE: <u>470-365-2890</u>
CONTACT PERSON: <u>Jody Charles Campbell</u> PHONE: <u>470-365-2890</u>	
CONTACT'S E-MAIL: <u>jody@blumcampbell.com</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>LM</u> ACREAGE: <u>0.23</u>	
PARCEL NUMBER(S): <u>R5146 C007</u>	
ADDRESS OF PROPERTY: <u>625 N. Clayton Street, Lawrenceville, GA 30046</u>	
PROPOSED SPECIAL USE: <u>Distillery</u>	

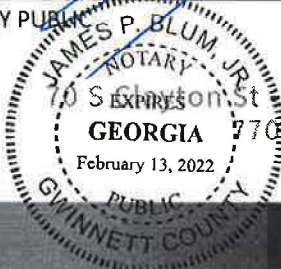
SIGNATURE OF APPLICANT

DATE

Jody Campbell, Atty for Applicant
TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE



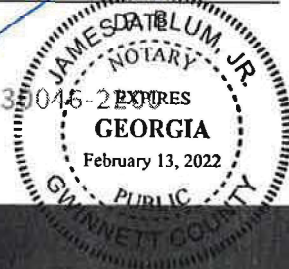
SIGNATURE OF OWNER

DATE

Jody Campbell, Atty for Owner
TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE



70 S. Clayton St. PO Box 2200 • Lawrenceville, Georgia 30046-2200
770-963.2414 • www.lawrencevillega.org

EXPIRES
FEBRUARY 13, 2022

92000-00026

BLUM & CAMPBELL, LLC

Attorneys at Law

JODY CHARLES CAMPBELL
ATTORNEY AT LAW
LICENSED IN GA

3000 Langford Road, Building 100
Peachtree Corners, Georgia 30071

TELEPHONE: (470) 365-2890
FACSIMILE: (470) 365-2889
JODY@BLUMCAMPBELL.COM

February 7, 2020

VIA HAND DELIVERY

Honorable Mayor David Still
Council Member Glenn Martin
Council Member Victoria Jones
Council Member Robert P. Clark
Council Member Keith Roche
City of Lawrenceville, Georgia
70 South Clayton Street
PO Box 2200
Lawrenceville, Georgia 30046

Re: **Third Rail Distillers, Inc.**
Rezoning Application and Special Use Permit Application
Property Address: 625 N. Clayton Street, Lawrenceville, Georgia 30046
Parcel No. R5146C007

Dear Mayor and City Council Members:

This law firm has the pleasure of representing Dr. Cory Acuff, Third Rail Distillers, Inc. and Garbro, Inc.. My clients have requested that we pursue a Special Use Permit Application on their behalf for the real property and improvements located at 625 N. Clayton Street, Lawrenceville, Georgia 30046 (the "Property"). The Property consists of ± 0.23 acres of land on which a concrete block storage building is currently located. My clients are requesting that the City issue a Special Use Permit for this Property that is currently zoned Light Manufacturing (LM) to allow for the operation of a local, craft distillery with a tasting room. I am attaching hereto a proposed site plan and photographs showing examples of types of improvements and features Dr. Acuff's intends to construct.

In the last decade, Georgia has witnessed extraordinary growth in the craft brewing and craft distilling industries. These businesses have provided tremendous economic growth to cities and counties alike resulting in the addition of hundreds of jobs both from the direct operation as well as associated supporting businesses. Additionally, the success of these establishments has resulted in much needed revitalization and conversion of industrial areas, brought countless visitors to cities, and generated millions of dollars in tax revenue. In addition to the retail and wholesale impact of these establishments, many of these businesses offer public tours and tasting

SEP 2020-02026

rooms for their various products, which creates significant economic impact to the surrounding businesses and restaurants.

Lawrenceville is certainly no stranger to the economic power of these businesses and has, in fact, utilized these powerful revitalization engines. The approval, opening, and operation of Slow Pour Brewery has been an unmitigated success bringing much needed attention, beautification, and development in the area near the old Train Depot. With significant infrastructure improvements already underway and the rapid progress the City has made on the College Corridor, this area is ripe for additional commercial expansion and revitalization of old industrial/manufacturing properties using new and exciting businesses.

We believe Third Rail Distillery is just such a project. Dr. Acuff is a passionate advocate for the distilling industry who understands the complicated science and artistry needed to produce high quality, distilled spirits. With his chemistry background, he seeks to open Third Rail Distillery, which will produce craft spirits for sale on both a wholesale and retail level. Dr. Acuff's plans call for the razing of the existing building and construction of a new facility which will include both production space and a tasting room for the general public. Third Rail Distillery would be a perfect companion business to Slow Pour Brewing Company, would further the redevelopment of the area, and assist in the transitioning this former industrial area into a thriving commercial node that bridges the College Corridor into the downtown area.

Dr. Acuff has invested thousands of dollars in design costs and acquisition costs for the distiller project. If the project is approved, Dr. Acuff will be investing significant sums of money into remodeling and repairing the existing building and other landscaping and beautification for the Property. The Property would be accessed via a new driveway installed on the north side of the property and via Railroad Street, NW. To satisfy the requirements of Special Use Permits for distillery projects, Dr. Acuff intends to enter into an agreement with neighboring property owners to allow for sufficient public parking for the distillery's daily operation. Additionally, public parking is available in the lot located on Born street between N. Perry and N. Clayton.

We respectfully request that the Special Use Permit be approved as presented and that the designs be approved per the attached elevation renderings and site plans. Should the City have any additional questions or need any additional information, please do not hesitate to contact me. I remain

Very Truly Yours,

BLUM & CAMPBELL, LLC

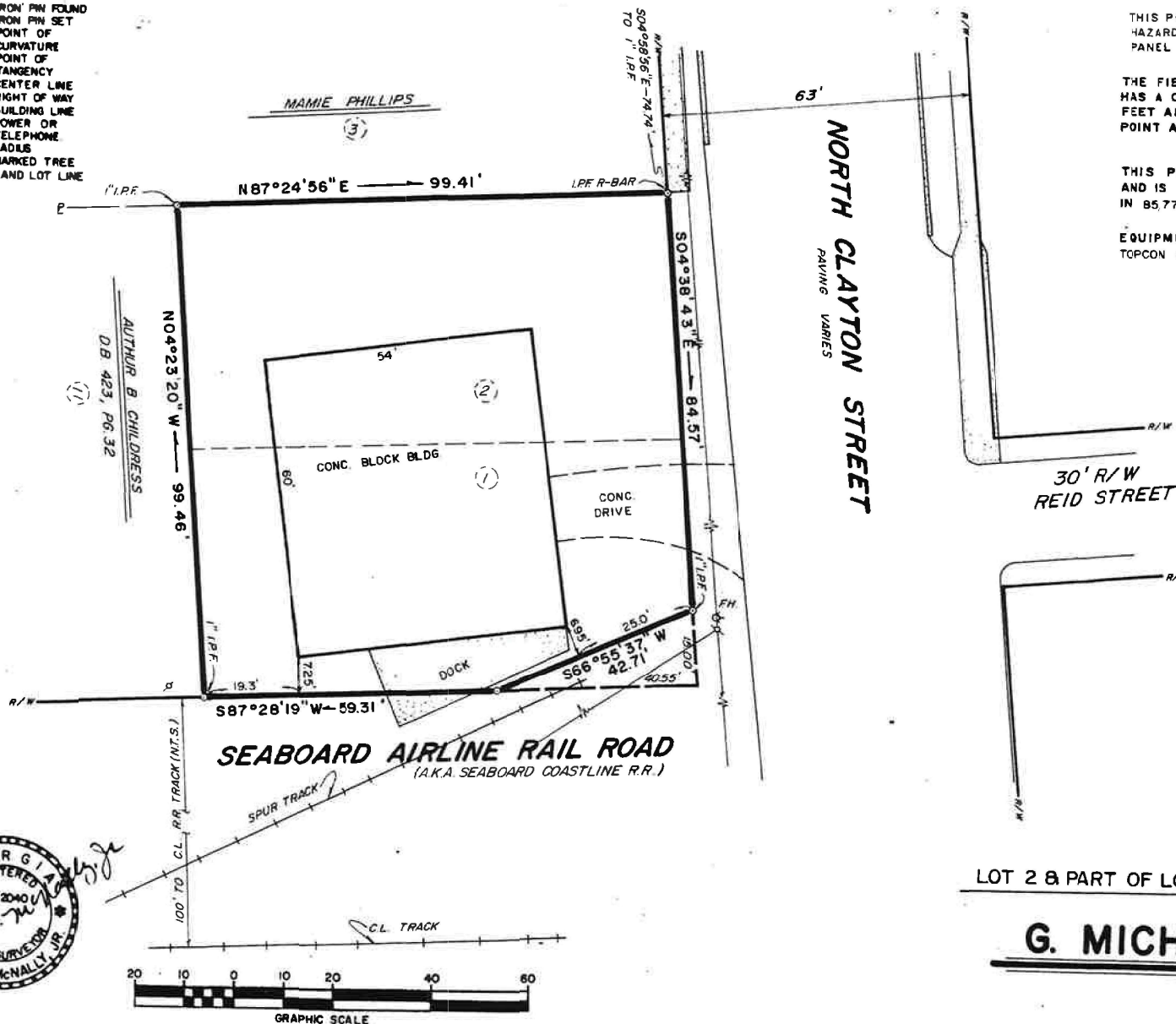
Jody Charles Campbell

Cc: Dr. Cory Acuff

LEGEND

- IPF = IRON PIN FOUND
- IPS = IRON PIN SET
- PC = POINT OF CURVATURE
- PT = POINT OF TANGENCY
- CL = CENTER LINE
- R/W = RIGHT OF WAY
- BL = BUILDING LINE
- - - POWER OR TELEPHONE
- R = RADII
- MT = MARKED TREE
- LLL = LAND LOT LINE

MAGNETIC NORTH



THIS PROPERTY DOES NOT LIE WITHIN A F.I.R.M. FLOOD HAZARD AREA AS PER GWINNETT COUNTY COMMUNITY PANEL No 130099 0002 B.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 74,038 FEET AND AN ANGULAR ERROR OF 12.1" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 85,770 FEET.

EQUIPMENT USED TO OBTAIN FIELD DATA:
TOPCON GTS-2 & A STEEL TAPE.

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY GA
DATE 2-18-92 TIME 9:00 AM
PLAT BOOK 55 PAGE 65
GARY R. YATES, CLERK

SURVEY OF:
LOT 2 & PART OF LOT 1, HIRAM O. MACKIN PROPERTY

FOR:
G. MICHAEL CROW

3 7835



McNally & Patrick

1505 Highway 29 South
Lawrenceville, GA 30245 • 404/963-8520

IN MY OPINION THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS & REQUIREMENTS OF GA. LAW

LAND LOT 146 of the 5th DISTRICT
CITY OF LAWRENCEVILLE
GWINNETT COUNTY, GEORGIA 0.2205 ACRES

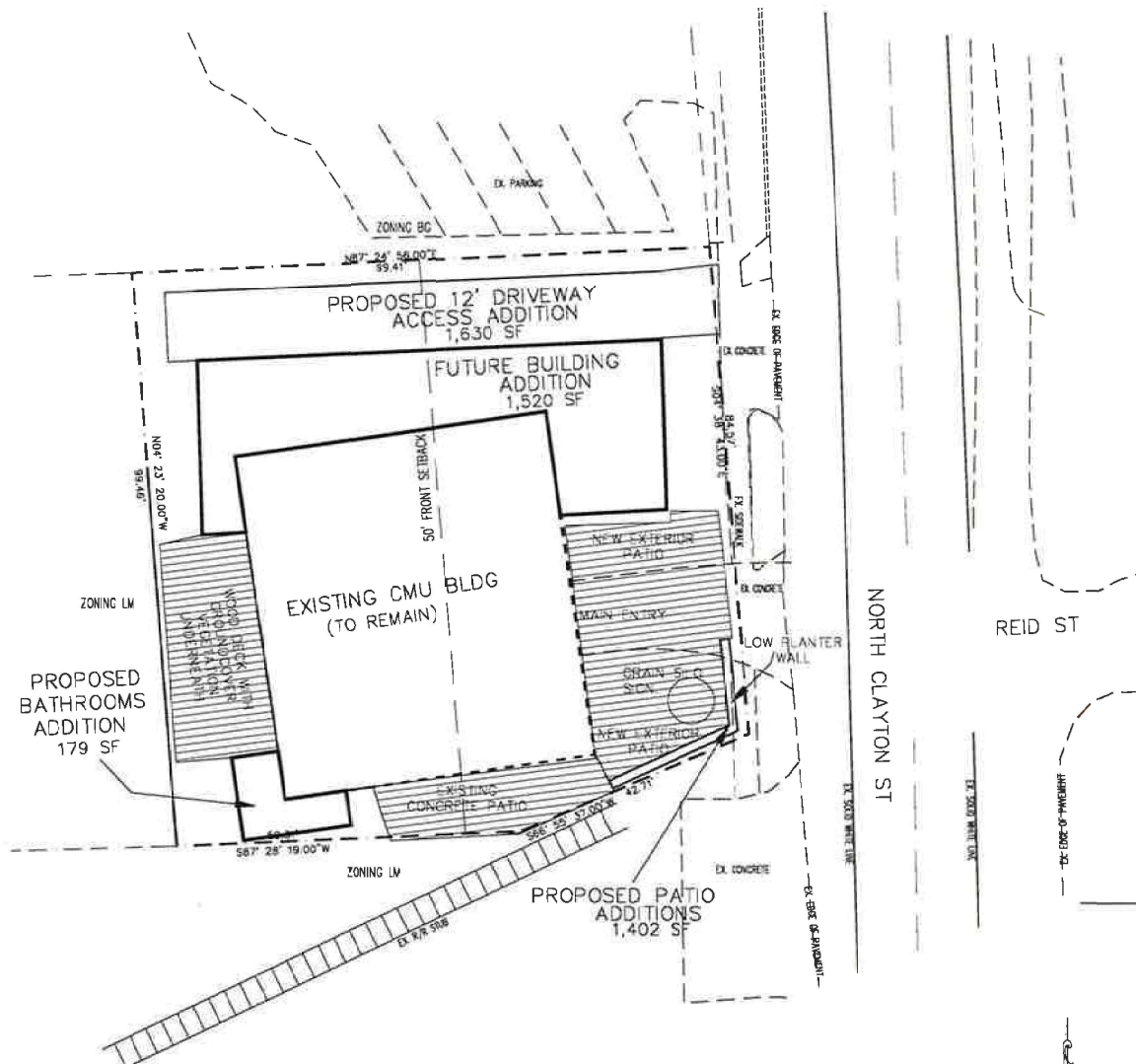
DATE: 1-31-92
SCALE: 1" = 20'

145

SUP 2010.00026



LOCATION MAP-N.T.S.



SITE INFORMATION

0.2205 ACRES
 4,750 SQUARE FEET
 TAX ID: 5-146-0007
 EXISTING ZONING: LM
 PROPOSED ZONING: LM SUP
 HIGH RISE OVERLAY DISTRICT
SETBACKS:
 FRONT = 50 FEET
 SIDE = 0 FEET
 REAR = 0 FEET
 MAX. HEIGHT = 50 FEET
 MAX. IMPERVIOUS: 85%

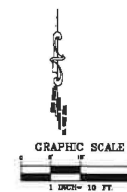
TOTAL NEW OR REPLACED
 IMPERVIOUS AREA: 4,731 SF

SPECIAL USE PLAN FOR:

LAWRENCEVILLE DISTILLERY
625 N. CLAYTON ST

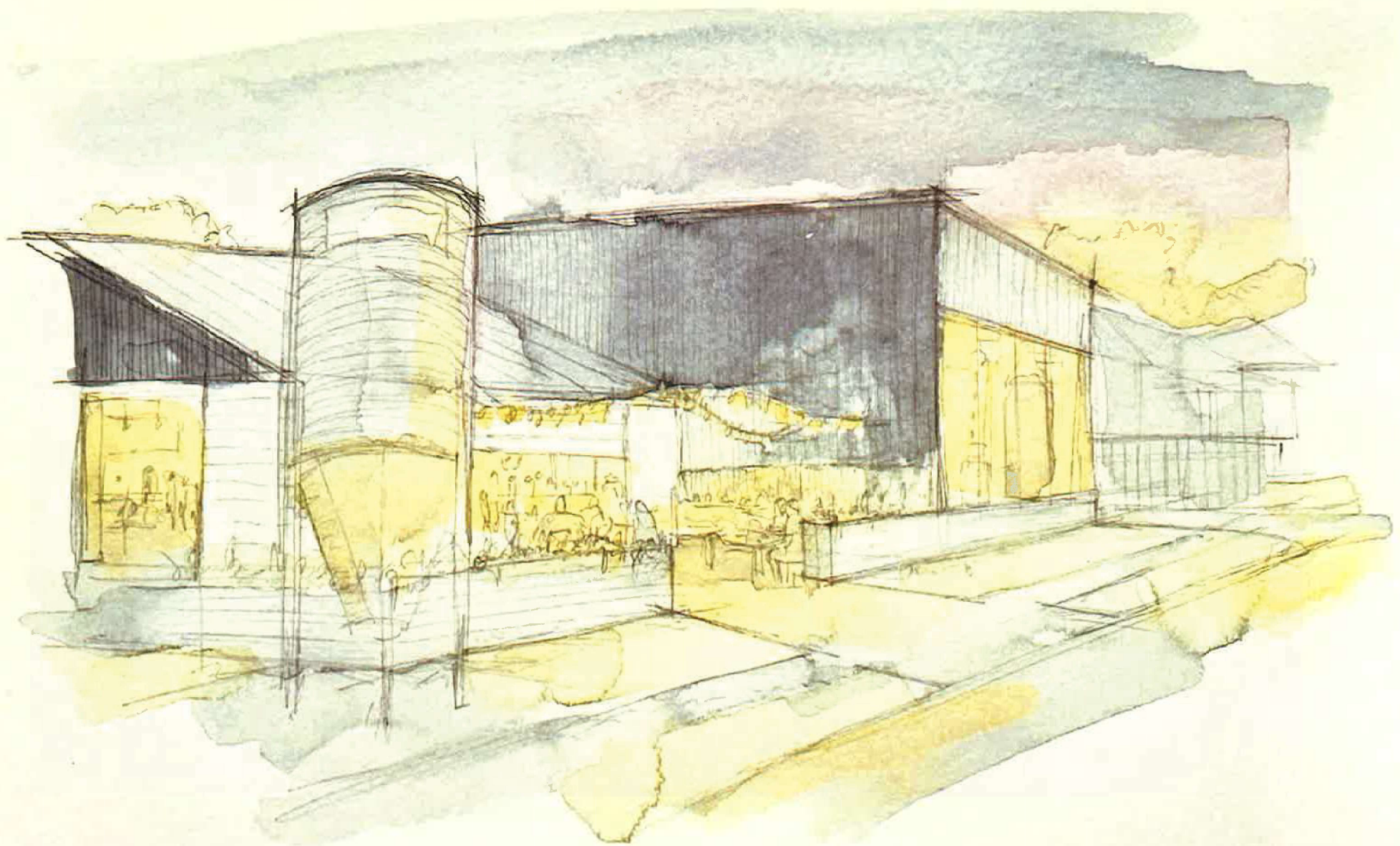
OWNER:
CARBRO INC
382 S. PERRY ST
LAWRENCEVILLE, GA 30046-4839

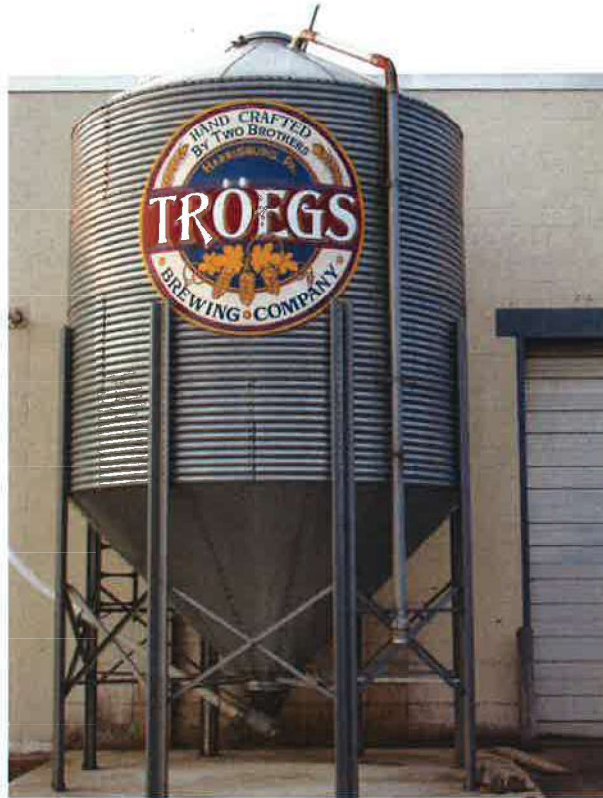
DESIGNER:
BULLARD LAND PLANNING, INC
3790 CANNONWOLDE DR
SNELLVILLE, GA. 30039
CONTACT PERSON: BOBBY BULLARD
678-344-1293 blpbobby@bellsouth.net



-DATE: 02/03/2020
 -S.P. JOB# 20-2026

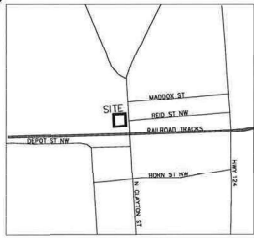
Sup 2010-00026



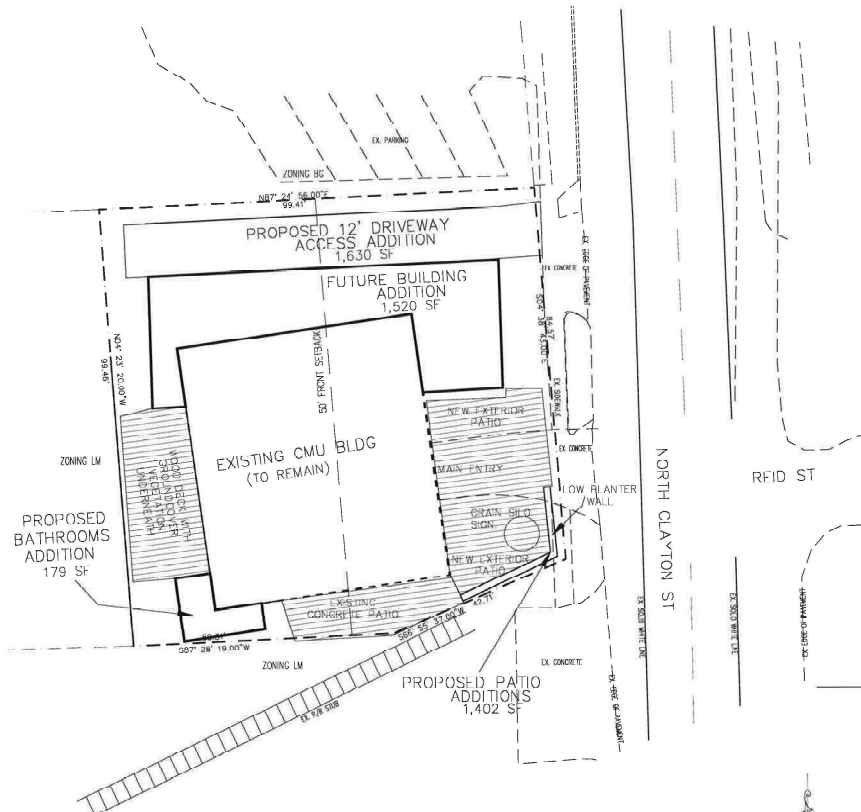


LEGAL DESCRIPTION:

ALL THAT TRACT or parcel of land lying and being in Land Lot 146 of the 5th Land District, Gwinnett County, Georgia, being in the City of Lawrenceville, and being particularly shown on a plat of survey for G. Michael Crow by McNally & Patrick, Surveyors, dated January 31, 1992, and recorded in Plat Book 55, Page 65, Gwinnett County records, which plat is hereby referred to and made a part of this description.



LOCATION MAP-N.T.S.



SITE INFORMATION

0.2205 ACRES
41,750 SQUARE FEET
TAX ID: 5-146-0207
EXISTING ZONING: LM
PROPOSED ZONING: LM SIP
LUMI 15% OVERLAY DISTRICT

SETBACKS:
FRONT = 50 FEET
SIDE = 0 FEET
REAR = 0 FEET
MAX. HEIGHT = 50 FEET
MAX. IMPERVIOUS: 85%

TOTAL NEW OR REPLACED
IMPERVIOUS AREA: 4,731 SF

SPECIAL USE PLAN FOR:
LAWRENCEVILLE DISTILLERY
625 N. CLAYTON ST

OWNER:
CARBRO INC
382 S. PERRY ST
LAWRENCEVILLE, GA 30046-4939



DESIGNER:
BULLARD LAND PLANNING, INC
3700 CANNONWOLFE DR
SNELLVILLE, GA 30039
CONTACT PERSON: BOBBY BULLARD
678-344-1293 bblbobby@bellsouth.net



DATE: 02/03/2020
SIP: 000 20 2308

000200.00026



*The City of Lawrenceville
Planning & Development*

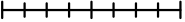
**Aerial Map and
Surrounding Area**
File # SUP2020-00026

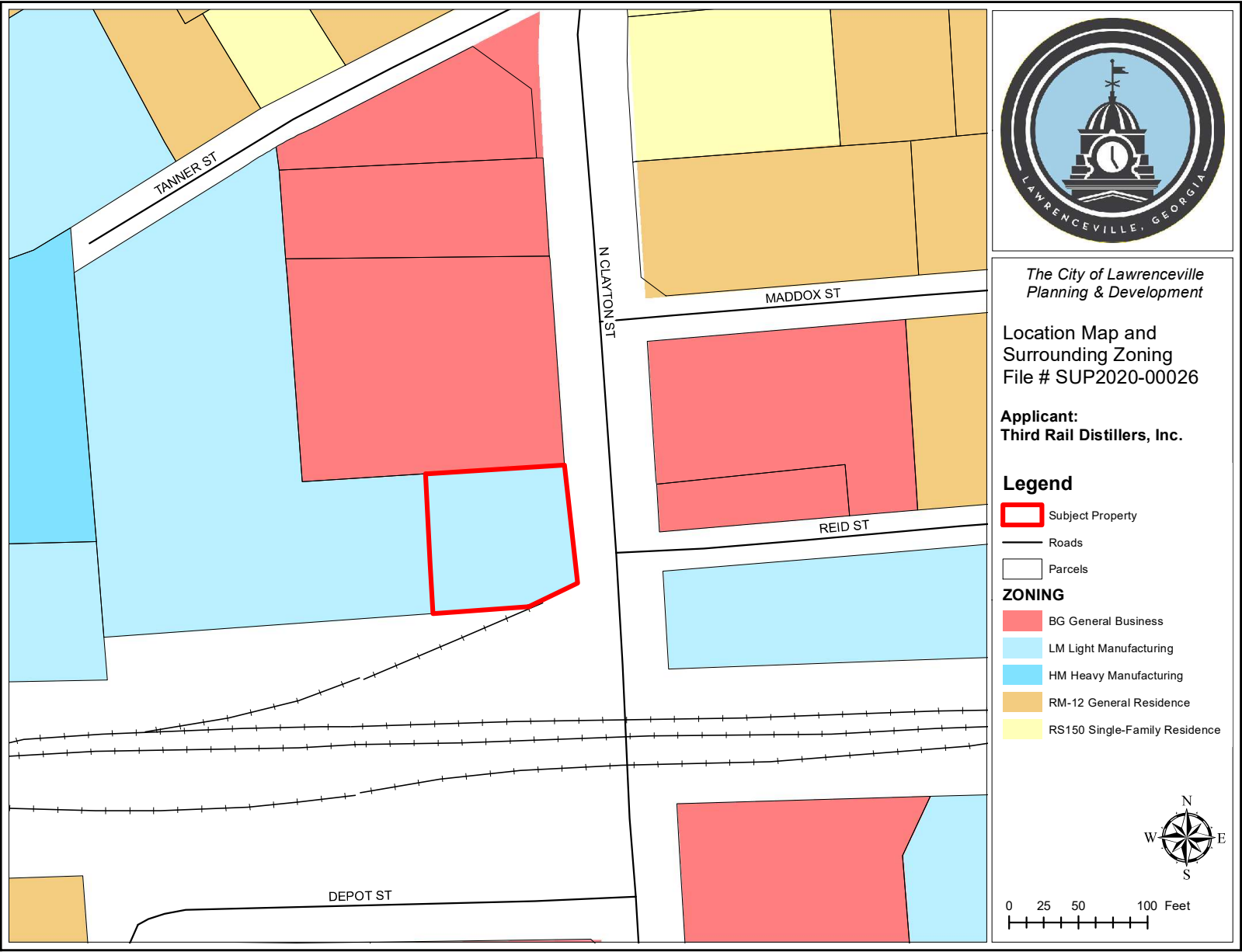
Applicant:
Third Rail Distillers, Inc.

Legend

-  Subject Property
-  Roads
-  Parcels



0 25 50 100 Feet




The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # SUP2020-00026

Applicant:
Third Rail Distillers, Inc.

Legend

- Subject Property
- Roads
- Parcels

ZONING

- BG General Business
- LM Light Manufacturing
- HM Heavy Manufacturing
- RM-12 General Residence
- RS150 Single-Family Residence



0 25 50 100 Feet



LAWRENCEVILLE

GEORGIA

12.

AGENDA REPORT

MEETING: WORK SESSION, MARCH 11, 2020

AGENDA CATEGORY: COUNCIL BUSINESS

Item:	Gas Rate Analysis
Department:	Gas
Date of Meeting:	Wednesday, March 11, 2020
Fiscal Impact:	Possible Revenue Generation of \$676,404.00+ per Year
Presented By:	Todd Hardigree
Action Requested:	Approval

Summary: The last increase in gas rates was in March, 2017. Since this increase, the cost of materials, contract labor and many other factors have increased. The gas director is seeking approval or recommendation for gas rate increases to be effective starting July, 2020. The recommendation is a one-dollar increase on the base rate per year, for the next three years and no increase to the volumetric/distribution charges are recommended. The large commercial meters are also recommended to go to a tiered structure based on meter size and equipment.

Background: Residential customer impacts of \$12.00 per year, each year. Commercial customer impact varies based on size of meter.

Fiscal Impact: Potential revenue generation of \$676,404.00 for the first year and compounding subsequently.

Attachments/Exhibits:
Power Point Presentation



City of Lawrenceville

Gas Rate Analysis

Presented by: Todd Hardigree



Where do we stand?

Residential Rates

12.

<u>Gas Provider</u>	<u>Base Rate</u>	<u>Dist Charge/Mcf</u>	<u>Total Bill 500 Therms</u>
Comparable City	\$17.00	\$1.00	\$485.94
Comparable City	\$11.95	\$3.45	\$578.49
Comparable City	\$12.00	\$3.75	\$634.25
**AGL - Marketer (Lowest 12 Month Fixed)	\$36.48	N/A	\$651.30
Comparable City	\$13.64	\$4.93	\$669.97
Lawrenceville (Current Rates)	\$21.00	\$4.00	\$690.18
**AGL - Marketer (Walton EMC)	\$36.48	N/A	\$707.23
Comparable City	\$22.00	\$5.50	\$726.07
**AGL - Marketer (Highest 12 Month Fixed)	\$36.48	N/A	\$872.80

12.





On Our Website for Direct Comparison Versus Marketers

LAWRENCEVILLE VARIABLE GAS RATE/BILL COMPARISON (12 MONTH AVERAGE)

Based on Dec18-Nov19 Period Using PSC/AGL Consumption of 717 Therms)(Lawrenceville bills in CCF and numbers have been converted to match "therm")

Monthly Base Charge Total and Average		Average Marketer Variable Rates (Price/Therm)		Marketer Variable Rates (Customer Charge)		Total Bill	
AGL Customer Base Charge (1.3 DDDC) Total	\$ 356.44	True Natural Gas	\$ 1.21	True Natural Gas	\$ 5.95	True Natural Gas	\$ 1,316.95
Average	\$ 29.70	Walton EMC	\$ 1.24	Walton EMC	\$ 5.83	Walton EMC	\$ 1,333.84
		Stream Energy	\$ 1.19	Stream Energy	\$ 6.37	Stream Energy	\$ 1,284.64
		Constellation	\$ 0.90	Constellation	\$ 5.95	Constellation	\$ 1,072.42
Lawrenceville Total	\$ 252.00	Scana Energy	\$ 1.34	Scana Energy	\$ 5.95	Scana Energy	\$ 1,398.13
Average	\$ 21.00	Gas South	\$ 1.31	Gas South	\$ 9.95	Gas South	\$ 1,423.13
		Infinite Energy	\$ 1.29	Infinite Energy	\$ 5.95	Infinite Energy	\$ 1,352.09
		Georgia Natural	\$ 1.41	Georgia Natural	\$ 6.99	Georgia Natural	\$ 1,478.70
		Just Energy	\$ 1.18	Just Energy	\$ 5.95	Just Energy	\$ 1,273.90
		Kratos Gas and Power	\$ 0.83	Kratos Gas and Power	\$ 5.95	Kratos Gas and Power	\$ 1,014.14
		North American	\$ 1.16	North American	\$ 5.95	North American	\$ 1,258.84
		Xoom Energy	\$ 0.76	Xoom Energy	\$ 5.85	Xoom Energy	\$ 980.13
		Average	\$ 1.15	Average	\$ 6.39	Average	\$ 1,265.58
		Lawrenceville	\$ 0.91	Lawrenceville	N/A	Lawrenceville	\$ 788.86



Where Do We Need To Be?

- Based on current market (AGL has an approved increase of around 4% or \$30-\$45 per customer per year), increased costs of system maintenance, improvements and contract pricing (up over 10% since last rate increase in 2017)
- Proposing a \$1.00 increase to the base rate per year over the next three years and a \$0 to the mcf/ccf distribution charge
- Recommending an increase to the base rate for customers with large rotary style meters over 1500 CFH (on next slide), due to the costs of installation, proper maintenance and yearly testing, to include contract customers
- If approved, this would take place on July 1, 2020
- This keeps our gas competitive, allows us to give the best customer service field experience at an excellent level and sustain the gas system to cover increasing costs

Where Do We Need To Be? Commercial Rates

12.

*PROPOSED NEW BASE RATE FOR LARGE METER CUSTOMERS

METER SIZE	TOTAL (ACTIVE IN SYSTEM)	NEW RATE ANALYSIS		
		NEW	OLD BASE RATE	NEW NET REVENUE PER YEAR
1.5M	34	\$38.00	\$27.00	\$4,488.00
2M	71	\$38.00	\$27.00	\$9,372.00
3M	100	\$40.00	\$27.00	\$15,600.00
5M	70	\$65.00	\$27.00	\$31,920.00
7M	24	\$65.00	\$27.00	\$10,944.00
11M	14	\$65.00	\$27.00	\$6,384.00
16M	0	\$200.00	\$27.00	\$0.00
23M	3	\$225.00	\$27.00	\$7,128.00
TOTAL	316	\$188,220.00	\$102,384.00	\$85,836.00

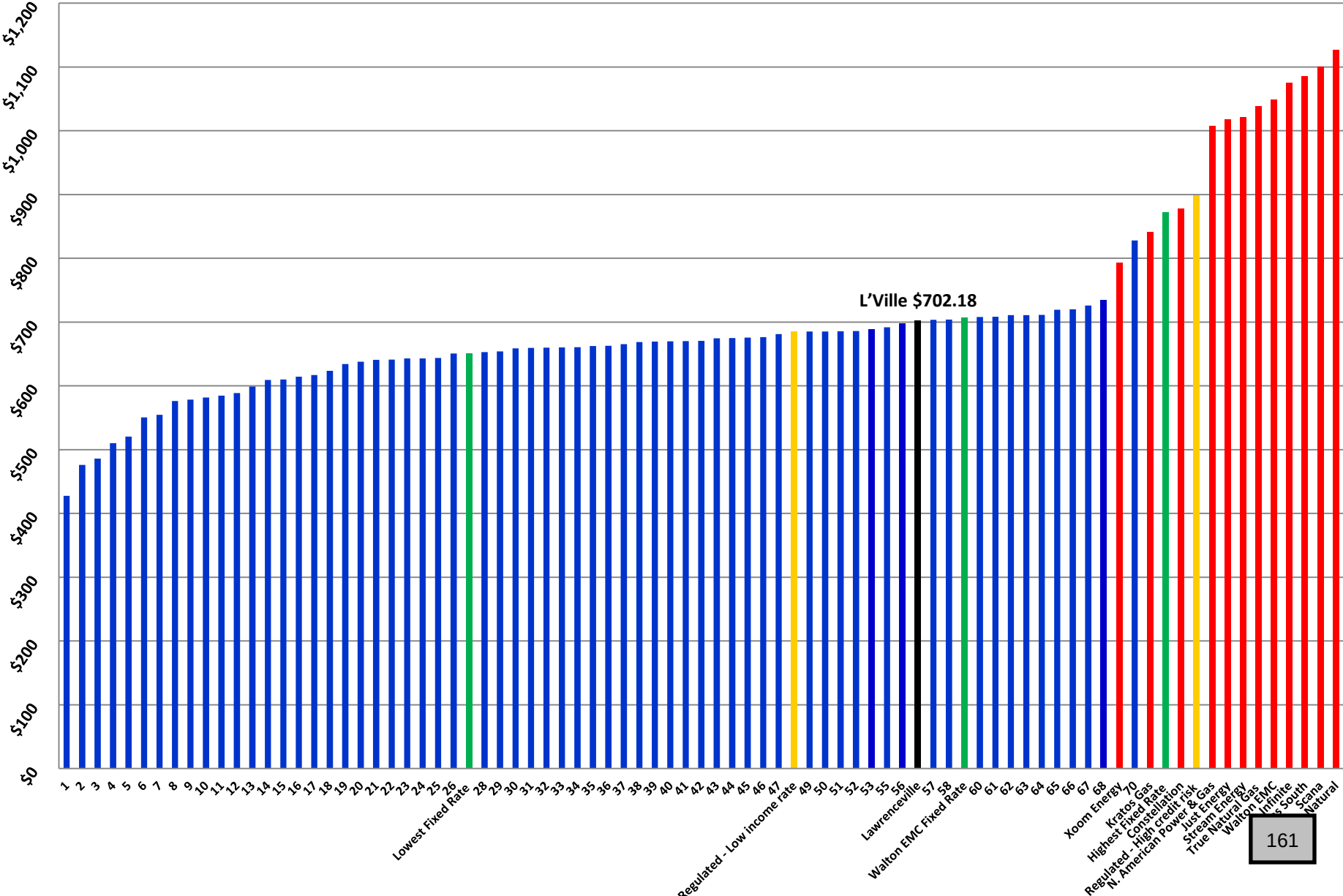
- ❖ This will include our contract customers (Ricoh, Publix, Hospital)



Comparison With New Rate 2020^{12.} Residential and Commercial

<u>Gas Provider</u>	<u>Residential</u>		<u>Small Commercial</u>	
	<u>Base Rate</u>	<u>Dist Charge/Mcf</u>	<u>Base Rate</u>	<u>Dist Charge/Mcf</u>
Comparable City	\$17.00	\$1.00	\$17.00	\$1.00
Comparable City	\$11.95	\$3.45	\$13.50	\$3.45
Comparable City	\$12.00	\$3.75	\$20.00	\$3.75
**AGL - Marketer (Lowest 12 Month Fixed)	\$36.48	N/A		
Comparable City	\$13.64	\$4.93	\$14.65	\$4.93
Lawrenceville (Current Rates)	\$21.00	\$4.00	\$27.00	\$4.00
Lawrenceville (\$1.00/month Base Rate Increase)	\$22.00	\$4.00	\$28.00	\$4.00
**AGL - Marketer (Walton EMC)	\$36.48	N/A		
Comparable City	\$22.00	\$5.50	\$26.00	\$5.50
**AGL - Marketer (Highest 12 Month Fixed)	\$36.48	N/A		

2019 Average Residential Bill (500 Therms)
Municipals and Marketers With \$1/month increase



Gas Budget Forecast

with \$1 Base Rate Increase

(Based on “Warm” Winter Forecast)

12.



Customer Class	Customer Count	Base Rate	Distribution Margin/Mcf	Avg Annual Cust Bill	Additional Margin From Current Base Rates	Proposed Monthly Increase Per Cust/Per Year
Residential	46,500	\$ 22.00	\$ 4.00	\$672	\$558,000.00	\$1
Small Com/Ind	2,714	\$ 28.00	\$ 4.00	\$2,430	\$32,568.00	\$1
Large Meter	316	\$38-\$225	\$4.00/Variable		\$85,836.00	Stays On Proposed Schedule
Total FY21	49,530				\$676,404.00	
Total FY22	50,355				\$1,286,772.00	
Total FY23	51,180				\$1,916,940.00	



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: COUNCIL MEETING, MARCH 23, 2020

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Resolution to Adopt and Implement Round Up Policy
Department:	City Manager
Date of Meeting:	Monday, March 23, 2020
Fiscal Impact:	TBD
Presented By:	Steve North
Action Requested:	Approve the Resolution to adopt and implement the round up policy

Summary: Staff seeks to implement a round up policy to allow the City to round up each utility bill to the nearest dollar with the extra revenue to be used to assist those customers in need of financial assistance with their utility bills. The City would contract with a non-profit to administer the program in conjunction with the City Finance Department. There is a draft Policy attached outlining the program. The attached Resolution implements the Policy and gives the City Manager the authority to update and contract with a non-profit organization.

Fiscal Impact: TBD

Attachments/Exhibits:

Resolution to implement the Policy
Round-Up Policy

RESOLUTION _____

RESOLUTION TO ADOPT A ROUND UP POLICY

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

WHEREAS, the City is desirous of providing a direct benefit to qualifying City utility customers experiencing financial hardship; and

WHEREAS, the City seeks to inspire neighbor-to-neighbor financial support through an actionable choice made easy via auto-enrollment into this initiative; and

WHEREAS, the City intends to utilize the revenue generated from a round up program to improve the overall standard of living of those qualifying customers in financial need.

NOW THEREFORE BE IT ORDAINED AND RESOLVED that the 2020 Round-Up Policy presented by the Deputy City Manager is approved and adopted, and all ordinances, policies, and procedures previously approved that may conflict with the 2020 Round-Up Policy are hereby repealed.

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

IT IS SO ORDAINED AND RESOLVED this ____ day of March, 2020.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

Lawrenceville Utility “Round-Up” Program

Mission

To serve as a utility payment assistance program for qualifying customers in need.

Objectives

- *Provide* a direct benefit to qualifying city utility customers experiencing financial hardship
- *Inspire* Neighbor-to-Neighbor financial support through an actionable choice made easy via auto-enrollment into this initiative
- *Improve* overall standard of living through the aid of financial assistance program that seeks a new revenue generation module for funding said assistance

Enrollment

The City of Lawrenceville will automatically enroll all City utility customers in the charitable “round up” program. Each customer’s monthly bill will be rounded up to the nearest dollar. The “round up amount” will be listed as a separate line item on each customer’s bill so it can be clearly identified. If a customer has more than one utility, the “round up amount” will not apply to each utility (gas, water, electric), but to the total sum of the combined bill.

Payment of the “round up amount” will be considered a voluntary contribution of the difference between the actual bill amount and the “round up amount” to be used in accordance with the provisions of this program. Any amount paid over the bill amount will be used as the round up amount each month with any amount over the round up amount showing as a credit on the customer’s account.

If the amount paid is not enough to pay the full amount of the bill including the “round up amount” all amounts paid will be applied to the bill for services first. Failure to pay the “round up amount” will not constitute a delinquency for the purposes of billing and cut-offs.

Each customer will be given the option to Opt Out of the program at any time. Customers choosing not to participate may contact the City’s Customer Service Section to formally withdraw from the program. Instructions will be listed on the bill each month. A customer will only need to opt-out one time. The City Manager or his designee has the authority to remove a customer from the program for non-payment of the round up amount.

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Use of Funds

The monies collected for the “round up” program will be accounted for separately and restricted for use within the program as defined in this policy.

The City will partner with a local non-profit to administer the program.

City customers in need of bill paying assistance for City utilities will be directed to the non-profit for evaluation for eligibility. The program will be available to support customers within the

service area of the City utilities determined by the non-profit to be eligible. The non-profit will use defined criteria and parameters to gauge need and a checks-and-balances system to assess eligibility. The decision on eligibility by the non-profit shall be final.

Process for Use of Funds

The following list outlines the steps involved in the process for obtaining financial assistance:

1. Customer must provide both proof they are a City utility customer and evidence of need for financial support to the designated non-profit organization.
2. The non-profit will evaluate the request in order to effectively qualify the customer and account for the program.
3. If the customer/account is found to meet the criteria for eligibility, the non-profit will issue an official program payment voucher.
4. The qualifying customer will then present this voucher in-person at the payment window of Lawrenceville City Hall (70 South Clayton Street), with proof of identity, and the approved credit will be applied to their account.

Restrictions and uses of this fund include:

- At no time will any monies be transferred to the non-profit or any individual for bill payment.
- 'Round up' funds will remain in the account of the City and credits will be issued from that account through the granting of vouchers.
- The non-profit may authorize up to 50% of the current bill's balance with a maximum of \$150 in total credits that can be applied to any given account. \$150 is also the maximum for any account during one calendar year.
- No reconnect or cutoff fees will be paid via the voucher system. Reconnect and cutoff fees are the responsibility of the customer and must be paid prior to receiving assistance.

Record Keeping

The City will provide the non-profit with a monthly report on the balance of funds in the account that are available for distribution. The non-profit will keep an accounting of vouchers granted and will reconcile reports with the City on a quarterly basis. Other checks and balance measures may be put in place as needed.

A review of the program will be conducted annually by the City and the non-profit to determine if changes need to be made to maximize the benefit of the program to the customers in the Lawrenceville utility service district.

The City shall at a minimum keep a reserve in the account at all times equivalent to a three (3) month's demand from the previous year. The goal of the reserve is to ensure that if at any time the City decides to discontinue the program, there will be enough money in the account to allow for a notification to the community and phasing out of the program.

Excess Funds

It is not the desire of the City to accumulate large sums of money that go unused in this account. Therefore, annually the City and the non-profit will jointly review the balance of the "round up" fund and the demand for those funds. At the sole discretion of the City, any undesignated balance beyond the minimum reserve remaining at the end of each fiscal year may be used to support homelessness prevention efforts or other critical service needs in the community that benefit customers in the City utility service area.

The City Manager or his designee is hereby authorized to implement and update policies and procedures from time to time to administer this policy. This authorization includes approval of agreements as necessary to facilitate the program.

Approved this _____ day of _____, 2020.

City Manager Chuck Warbington



LAWRENCEVILLE

GEORGIA

14.

AGENDA REPORT
MEETING: COUNCIL MEETING, MARCH 23, 2020
AGENDA CATEGORY: COUNCIL BUISNESS OLD BUSINESS

Item: Resolution to Approve Donation Policy

Department: City Manager

Date of Meeting: Monday, March 23, 2020

Fiscal Impact: TBD

Presented By: Steve North, Deputy City Manager

Action Requested: Approval of Resolution

Summary: Staff seeks approval of the Donation Policy to establish policies and procedures for acceptance of items that may be donated to the City. The proposed Donation Policy establishes a framework for staff to evaluate the benefit, appropriateness, costs, etc. of accepting a donation.

Fiscal Impact: Each potential donation will be evaluated to determine the costs, if any.

Attachments/Exhibits:

Resolution to Adopt the Donation Policy, Draft Donation Policy

RESOLUTION _____

RESOLUTION TO ADOPT A DONATION POLICY

WHEREAS, the City Council of the City of Lawrenceville has adopted policies governing the operations of City departments; and

WHEREAS, the City is desirous of providing a policy to establish expectations for potential donations of all kinds; and

WHEREAS, the City intends to establish procedures for the acceptance of donations to the City and/or specific City departments; and

WHEREAS, a uniform set of procedures gives direction to be followed in accepting all donations and the proper approvals prior to acceptance.

NOW THEREFORE BE IT ORDAINED AND RESOLVED that the 2020 Donation Policy presented by the Deputy City Manager is approved and adopted, and all ordinances, policies, and procedures previously approved that may conflict with the 2020 Donation Policy are hereby repealed.

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

IT IS SO ORDAINED AND RESOLVED this ____ day of March, 2020.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

14.

Donation Policy

Purpose

The purpose of this policy is to establish procedures for the acceptance of donations to the City and/or specific City departments. A uniform set of procedures shall be followed in accepting all donations and proper approval shall be obtained prior to acceptance. All gifts or donations to the City or City departments shall comply with this policy.

Applicability

- a. For purposes of this policy, the terms "gift" and "donation" shall be synonymous and represent items for which the donor is not receiving any goods or service in return. Gifts and/or donations include, but are not limited to, the following:
 - i. Monetary contributions
 - ii. Equipment and vehicles
 - iii. In-kind goods or services
 - iv. Trees and other plant materials: individual trees, groves, gardens, or other planted areas.
 - v. Landscape amenities: fountains, pools, clock towers, etc.
 - vi. Landscape structures: pavilions, gazebos, amphitheaters, play structures, etc.
 - vii. Landscape furniture: benches, tables, kiosks, etc.
 - viii. Public art: sculptures, murals, mosaics, paintings, etc.
 - viii. Land or real property and any structures thereon
- b. This policy applies to all buildings, lands and waters owned and/or controlled by the City of Lawrenceville.

Dedications

- a. A dedication is defined as the donation of an item, object, or monument that serves the purpose of honoring or memorializing a person(s) or an event.
- b. It is the policy of the City to prohibit the placement of dedications on public property unless the object(s) serves to highlight and advance the mission, goals, and objectives of the City.
- c. The City shall use the following criteria for evaluating the proposal's significance and its relationship to the City's mission, goals and objectives:
 - i. Individuals considered for dedication should have a direct connection to the City, i.e. a resident of the City of Lawrenceville, an employee of a City of Lawrenceville business, etc. In order to ensure objectivity and a consensus of lasting significance, an individual may not be commemorated until the first anniversary of his/her death.
 - ii. Events or actions considered for dedication should have either national or statewide significance or a direct relationship to the mission, goals, or objectives of the City of Lawrenceville. In order to ensure objectivity and a

170

consensus of lasting significance, an event may not be commemorated until its fifth anniversary.

- iii. No new dedication shall be for an event or individual already commemorated. Exceptions may be considered for significant anniversaries and unusual circumstances.
- d. The use of public property for dedication of an item is a privilege subject to the discretion of the City. This policy and/or its specific procedures may be changed or abolished at any time the City deems appropriate.

Review by City

- a. Certain donations, depending on the nature of the item itself or the intended use of the donation, may have unintended negative impacts for the City. Other donations may not be appropriate for acceptance by a local government. The City Manager will review the potential impacts and appropriateness of the overall donation.
- b. Any party wishing to make a donation to the City of Lawrenceville should contact the City Manager's office at the earliest possible time for a discussion of the review and acceptance process.
- c. The authority to accept or reject any donation to the City or a specific department is designated to the City Manager by the City Council unless it shall be expressly approved by the City Council. If a donation is not directed to a given department, the City Manager will determine if such gift shall go to a specific department or to the City in general.
- d. The City Manager, or his/her designee, shall evaluate the appropriateness of each donation or dedication based on criteria which includes, but is not limited to, the following:
 - i. Would significant or long-term repair or maintenance be required, and if so, is maintenance support and funding available?
 - ii. Does acceptance present a conflict of interest for the City or its employees?
 - iii. Does the use of the donation serve a true public benefit that is consistent with existing City policy, program outcomes and department/City goals?
 - iv. If the donation is intended for a specific location, could that space be more appropriately used for other purposes? Is the donation needed and can be appreciated at the location? Is it sensitive to all users of the property? Will the donation present any conflicts with future plans for the use of the property?
 - v. Would the donation result in or encourage an excessive proliferation of such item(s) either on a particular site and/or throughout the City?
 - vi. Are the aesthetic or functional qualities of the item appropriate and are they sensitive to the design standards required for public spaces?
 - vii. If the donation will result in construction, is funding available to cover the total cost of a project?
 - viii. Do restrictions upon the use of the donation make it practical to accept?
 - ix. Do restrictions on disposal or retention of the donation make it practical to accept?
 - x. Is required accounting for the donation excessively difficult?
 - xi. Does the use of the donation require the purchase of additional items?
 - xii. Will the donation result in an increase to the City's budget?
 - xiii. Are there any other aspects of the donation that are inappropriate?

- e. If the donor proposes to erect a plaque with the donation/dedication, the final wording, design, size, materials, etc. of the plaque shall be approved by the City Manager.
- f. In certain circumstances, the City may require that the donor provide maintenance funds for the upkeep of the donation. The City Manager has the authority to request an estimate of probable maintenance costs.

Review by City Council

- a. The City Manager has the ability to forward donation requests to the City Council for review at his discretion. In some cases, it will be necessary to secure City Council review of a potential donation. Examples of this may include extraordinarily large and/or significant donations, donations of particularly unique items, donations of land, etc. For purposes of this policy, all donations of real property and any item having a value greater than \$50,000 shall be approved by City Council.
- b. In the event that a donation request is not approved by the City Manager, the donor may request review by the City Council. Said request shall be submitted to the City Manager's office.

Review by City Staff or Appointed Boards:

Upon approval by the City Manager and City Council, if necessary, the following procedures shall be followed:

- a. Trees and other plant materials
 - i. The donor shall work with City staff to determine the appropriate location and species. The City reserves the right to request a prepared landscape plan, depending on the scope of work.
 - ii. Staff shall coordinate with either the Public Works Department or a contract installer to coordinate the purchase and installation.
 - iii. The City requires several weeks, at a minimum, to coordinate the installation. The best time to plant landscaping is in the months of October through March. The City will accommodate special requests for planting dates when possible.
 - iv. Other than any warranty provided at the time of purchase, the City does not guarantee the survival of any plant materials and shall not have additional responsibilities for the materials.
- b. Landscape Amenities, Structures, and Furniture
 - i. As appropriate, the donor shall submit a to-scale drawing of the amenity/structure/furniture prepared by a Georgia registered architect, registered landscape architect, or professional engineer. The drawing shall include design specifications, colors, lighting, plumbing, etc. The drawing shall be reviewed and approved by the City prior to commencement of any work. The City Manager has the authority to waive this requirement if the item is not of a significant scope, i.e. pre-made bench, table, etc.
 - ii. The materials and construction of the amenity/structure/furniture shall be in harmony with the overall context of the site where it is to be located and shall not be aesthetically intrusive.
 - iii. The donor shall work with City staff to locate an appropriate site for the amenity/structure/furniture. The proposed installation must be located in surroundings relevant to the subject of the work and compatible with the site's primary theme. The piece should enhance appreciation of the site's resources.
 - iv. In the event that the City Manager determines the design of the amenity/structure/furniture to be of a particularly unique and/or original design, the plans may be forwarded to other parties, such as the Public Arts Commission, for their review and feedback.

- v. The design shall comply with all adopted codes and regulations enforced by the City of Lawrenceville, as applicable.
- vi. The donor shall cover the cost of installing the amenity/structure/ furniture, as well as any site preparation work, utility connections, etc., if applicable.

c. Public Art

- i. The City may require public art donations to be reviewed by the Public Arts Council. The donor shall follow the procedures adopted by the Public Arts Council, which may include submittal of the following information:
 - 1. A written description—dimensions, materials, etc., as well as, if available, photographs, models or renderings of the proposed art project.
 - 2. The artist's resume of credentials and, if available, photographic examples of previous installations.
 - 3. A site plan indicating the location of the art.
 - 4. A cost estimate of any newly commissioned art or an independent appraisal of an existing piece to be donated.
 - 5. Estimate of any continuing maintenance expenses.
- ii. Proposed public art donations will be evaluated on the following criteria:
 - 1. The fit of the artwork in relation to the overall character of public art already on display throughout the city and of any pieces on the same site.
 - 2. The timeless qualities of the artwork, including its significance and appeal to future generations. Proposals honoring individuals or a personal event should be represented in a form that will be of interest to the broader community.
 - 3. The precedent that is set by the artwork. Will this piece set a precedent that will be difficult to follow?
 - 4. The proposed location of the artwork. The location should be an appropriate setting for the piece and should not interfere with existing or proposed circulation and use patterns. It is recognized that a particular location may reach a saturation point and it would then be appropriate to consider limitations or prohibition of future installations at a particular location or area.
 - 5. The fit in terms of the size, scale, material, form and style for the area in which it is to be placed.
 - 6. Condition, durability, installation, and maintenance requirements of the art work.
 - 7. Is it appropriate, in content and presentation, for the majority of potential viewers?
 - 8. Is it unique or derivative?

9. Does it relate in any way to the character or history of Lawrenceville or the surrounding community?
 10. Is it well executed?
 11. Is it physically as well as esthetically durable and not a public hazard?
 12. Is it attractive and does it enhance its site and the community?
- iii. Depending on the structural and fabrication design of the piece, it may be required that a Georgia registered architect, landscape architect, or professional engineer prepare and submit specifications.
 - iv. If a specific plan has not been prepared, the Public Arts Council can assist the donor to identify an appropriate location and piece of art.

Responsibilities After Acceptance

- a. In most cases, the donor shall bear the total cost of the design, purchase and installation of any donations subject to this policy, including any plaques. The donor shall also fund the costs of any required modifications to existing facilities and infrastructure.
- b. The City becomes the sole owner of any item donated in accordance with this policy. If there is any question as to the legal owner of the donated item, proof of ownership may be requested before acceptance by the City.
- c. The City is not responsible for the replacement and/or repair of any donation lost or damaged by vandalism, theft, accident, weather, natural disaster, etc.
- d. The City reserves the right to move or remove any donation covered in this policy if it is found to interfere with the plans for the property.
- e. Monetary contributions will be evaluated as a possible investment, with the ability to use interest to support all or part of a program for a number of years.
- f. The City Manager and/or affected Department Director will acknowledge each accepted donation by letter.
- g. All cash gifts shall be deposited immediately with the Financial Services Department in accordance with City's cash collection policies and procedures. Funds will be deposited in each department's donation account or in the City's general donation account, if appropriate. Each department director will oversee accounting and expenditures for funds that are deposited in department donation accounts in accordance with all applicable City policies. The City Manager will oversee general donations to the City when the donor does not designate a specific department.
- h. Individual departments and the City, in general, may produce and distribute publicity outlining opportunities and procedures for donating money or making donations in general.

Approved this ____ day of _____, 2020.

City Manager Chuck Warbington



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15.

AGENDA REPORT

MEETING: REGULAR SESSION, MARCH 23, 2020

AGENDA CATEGORY: COUNCIL BUSINESS, NEW BUSINESS

Item:	Site Development - Cross Hill Trail, Lot #7 Project
Department:	Engineering
Date of Meeting:	Monday, March 23, 2020
Fiscal Impact:	\$85,974.63
Presented By:	Dennis Billew
Action Requested:	Ratification of Site Development - Cross Hill Trail, Lot #7 Project to low bidder, Summit Construction & Development, LLC., amount not to exceed \$85,974.63. 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 existing storm drain pipe and structures, removal & replacement of wooden & chain-link fences including gates and protect pool deck, fill existing 36" CMP pipe with flowable fill, and installation of new HDPE storm drain pipes & precast structures, headwalls, and associated appurtenances. City Manager authorized award of this project as an emergency due to the latest heavy rains and flooding.

Fiscal Impact: Amount not to exceed \$85,974.63. This project is funded by the Capital Outlay Fund (5604320.541000). Project 25-002.

Attachments/Exhibits:

Bid Tabulation

**Site Development - Cross Hill Trail, Lot #7 Project
Engineering**

15.

				Gracie Gray Contractors, Inc.		Site Engineering, Inc.		Summit Construction & Development, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$11,797.77	\$11,797.77	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00
2	Mobilization	1	LS	\$1,500.00	\$1,500.00	\$15,000.00	\$15,000.00	\$1,600.00	\$1,600.00
3	Erosion Control - All Included	1	LS	\$1,100.00	\$1,100.00	\$20,000.00	\$20,000.00	\$10,128.75	\$10,128.75
4	Complete demolition of existing storm drain pipe system, all shrubbery, fences, sod and remove & replace unsuitable material & haul off.	1	LS	\$40,000.00	\$40,000.00	\$50,000.00	\$50,000.00	\$16,400.00	\$16,400.00
5	Install complete ADS FLARED end section (A1)	1	EACH	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$1,600.00	\$1,600.00
6	Install complete 30" HDPE PIPE, incl. bedding, water pumping, excavation, shoring, and remove & replace unsuitable soil.	80	LF	\$75.00	\$6,000.00	\$195.00	\$15,600.00	\$90.00	\$7,200.00
7	Install complete 36" HDPE PIPE, incl. water pumping, bedding, excavation, shoring, tie-ins and remove & replace unsuitable soil.	60	LF	\$95.00	\$5,700.00	\$210.00	\$12,600.00	\$105.00	\$6,300.00
8	Install complete JB (A2) - 4'-6' Deep	1	EACH	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
9	Install complete DI (A3) - 4'-6' Deep	1	EACH	\$3,500.00	\$3,500.00	\$6,000.00	\$6,000.00	\$3,500.00	\$3,500.00
10	Reconstruct existing DWCB (A4)	1	LS	\$2,500.00	\$2,500.00	\$6,000.00	\$6,000.00	\$2,500.00	\$2,500.00
11	Install stone dumped RIP RAP, TYPE 3	40	TON	\$150.00	\$6,000.00	\$300.00	\$12,000.00	\$55.00	\$2,200.00
12	Chain link fence 4' H, including gates	40	LF	\$60.00	\$2,400.00	\$100.00	\$4,000.00	\$37.00	\$1,480.00
13	Privacy fencing 7' H, including gates	100	LF	\$80.00	\$8,000.00	\$60.00	\$6,000.00	\$45.00	\$4,500.00
14	Install complete Flowable fill	7	CY	\$500.00	\$3,500.00	\$400.00	\$2,800.00	\$450.00	\$3,150.00
15	Adjust MH top	1	LS	\$450.00	\$450.00	\$1,500.00	\$1,500.00	\$750.00	\$750.00
16	Permanent vegetation sod. including mulch for landscaping, incl. fertilizer	1100	SY	\$12.50	\$13,750.00	\$14.00	\$15,400.00	\$8.50	\$9,350.00
SUBTOTAL				\$111,697.77		\$177,400.00		\$78,158.75	
17	10% City Contingencies			\$11,169.78		\$17,740.00		\$7,815.88	
TOTAL				\$122,867.55		\$195,140.00		\$85,974.63	

Recommended Vendor:

Summit Construction & Development, LLC

2108 Bentley Drive

Stone Mountain, GA 30087

770-413-0093

invoices@summitcd.com

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16.

AGENDA REPORT
MEETING: REGULAR MEETING, MARCH 23, 2020
AGENDA CATEGORY: NEW BUSINESS

Item: Renewal of Property and Casualty Insurance Coverages

Department: City Manager

Date of Meeting: Monday, March 23, 2020

Fiscal Impact: \$555,760.00

Presented By: Steve North, Deputy City Manager

Action Requested: Approval of Renewal of Property and Casualty Insurance Coverages

Summary: This is to provide Property & Casualty Insurance on an annual contract to Insurance Office of America, Inc. in the amount of \$555,760.00. This is the third of four renewal options.

Fiscal Impact: \$555,760.00, this is a 12.66% increase over last year primarily due to an increase in automobile coverage.



70 South Clayton Street | Lawrenceville GA 30046

Named Insureds:
City of Lawrenceville
Lawrenceville Downtown Authority
Lawrenceville Development Authority
Lawrenceville Building Authority



	Coverage Details	Limits	Coverage	Deductible	Expiring Premium	Expiring Rate	Renewal Premium	Renewal Rate	Program/Exposure Changes	Notes
property	4/1/2020 to 4/1/2021	\$53,726,103	Building & BPP (RC-Agreed Value)	\$5,000	\$68,389		\$68,778			*Inclusive of TRIA (\$788)
	BPF-PK101204-02	\$2,767,011	Contractor's Equipment	\$1,000						
	State National Ins. Co.	\$606,283	Emergency Service Portable Equip	\$25,000						
	A, IX (NAIC 12831)	\$250,000	Commandeered Property of Others	\$5,000						
	See proposal for schedule	\$1,000,000	Earthquake	\$25,000						
		\$1,000,000	Flood	\$25,000						
		\$100,000	Business Income							
		\$500,000	Extra Expense							
		Included	Equipment Breakdown							
		180 Days	Newly Acquired							
		24 Hours	Interruption of Service							
	general liability	4/1/2020 to 4/1/2021	\$1,000,000	Each Occurrence Limit						
BPF-PK101204-02		\$1,000,000	Specific Perils Damage to Premises Rented to You							
State National Ins. Co.		\$5,000	Medical Payments Limit							
A, IX (NAIC 12831)		\$1,000,000	Personal and Advertising Injury Limit							
		\$3,000,000	Products & Completed Operations Aggregate							
		\$3,000,000	General Aggregate Limit							
		\$1,000,000	Failure to Supply - Utility Operations (Water/Gas/Electric)							
		\$1,000,000	Sexual Molestation							
			Deductible For Each Occurrence or Offense	\$5,000						
employee benefits administration E&O	4/1/2020 to 4/1/2021	\$1,000,000	Each Employee Limit		Included		Included			
	BPF-PK101204-02	\$3,000,000	Annual Aggregate							
	State National Ins. Co.									
	A, IX (NAIC 12831)									
law enforcement liability	4/1/2020 to 4/1/2021	\$1,000,000	Each Person		\$43,135		\$45,925			
	BPF-PK101204-02	\$1,000,000	Each Law Enforcement Wrongful Act							
	State National Ins. Co.	\$3,000,000	Annual Aggregate							
	A, IX (NAIC 12831)	\$10,000/\$50,000	Per Claim/Per Policy Period (Non-monetary Defense Costs)							
			Deductible For Each Law Enforcement Wrongful Act	\$25,000						
public officials liability	4/1/2020 to 4/1/2021	\$1,000,000	Each Public Officials Wrongful Act		\$21,584		\$21,584			Who is an Insured - GAS Utility
	BPF-PK101204-02	\$3,000,000	Annual Aggregate							
	State National Ins. Co.		Deductible For Each Public Officials Wrongful Act	\$25,000						
	A, IX (NAIC 12831)		Prior Acts Included (4/1/2017)							
employment practices liability	4/1/2020 to 4/1/2021	\$1,000,000	Each Employment Practices Wrongful Act		\$18,767		\$19,116			Who is an Insured - GAS Utility
	BPF-PK101204-02	\$3,000,000	Annual Aggregate							
	State National Ins. Co.		Deductible For Each Employment Practices Wrongful Act	\$25,000						
	A, IX (NAIC 12831)		Prior Acts Included (4/1/2017)							
		\$100,000	Back wages, Overtime, Similar Claims (in excess of \$5,000)							
auto	4/1/2020 to 4/1/2021	\$1,000,000	Liability (1 - Any Auto)		\$170,760		\$235,113			*AI, WOS, Primary * \$5,000 PD Only Deductible
	BPF-AU-101204-01	\$5,000	Auto Medical (2 - Owned Auto)							
	State National Ins. Co.	\$100,000	Uninsured Motorists (UM) (2 - Owned Auto)							
	A, IX (NAIC 12831)	\$100,000	Underinsured Motorists (when not included) (2 - Owned Auto)							
	See tab for schedule	\$100,000	GA Uninsured Motor Added on to at fault limits	\$0						
			Fire & Theft Included							
			Comprehensive Coverage (7,8 Spec Described & Hired)	Scheduled						
			Collision (7,8 Spec Described & Hired)	Scheduled						
			\$750 Towing and Labor (7 Spec Described)							
crime	4/1/2020 to 4/1/2021	\$1,000,000	Employee Theft - Per Loss	\$5,000	\$4,332		\$4,332			
	BDA-1849439	Not Covered	Employee Theft - Per Employee Coverage	Not Covered						
	Hanover (Massachusetts Bay)	\$1,000,000	Forgery Or Alteration	\$5,000						
	A, XV (NAIC 22306)	\$1,000,000	Inside The Premises - Theft of Money And Securities	\$5,000						
	(Policy is Excess)	Not Covered	Inside The Premises - Theft of Money And of Others Property	Not Covered						
	Discovery Form	\$1,000,000	Outside The Premises	\$5,000						
		\$1,000,000	Computer Fraud	\$5,000						
		\$1,000,000	Funds Transfer Fraud	\$5,000						
		Not Covered	Money Orders And Counterfeit Money	Not Covered						
cyber	4/1/2020 to 4/1/2021	\$2,000,000	Maximum Single Limit of Insurance/Aggregate	\$50,000	\$14,432		\$21,599			
	TBD	\$2,000,000	Cyber Incident Response Team							
	Westchester/Chubb	\$250,000	Non-Panel Response Provider							
	A++, XV (NAIC 27960)	\$200,000	Business Interruption Loss & Extra Expense	8 Hrs						
		\$2,000,000	Contingent Business Interruption Loss and EE (Unscheduled Providers)							
		\$2,000,000	Digital Data Recovery							
		\$2,000,000	Network Extortion							
		\$2,000,000	Cyber, Privacy & Network Security Liability							
		\$2,000,000	Regulatory Proceedings							
		Full Prior	Retroactive Date							
		\$2,000,000	Payment Card Loss							
		\$2,000,000	Electronic and Printed Media							
		\$250,000	Computer Fraud							
		\$250,000	Funds Transfer Fraud							
		\$250,000	Social Engineering Fraud							
travel	4/1/2020 to 4/1/2021	\$1,000,000	All Active Law Enforcement Officers of the Policyholder		\$1,243		\$1,243			
	GTU3031946		The City Clerks, City Council Persons, City Administrator, City Attorney, CFO and Risk Manager of the policy holder							
	Zurich									
	A+, XV (NAIC 16535)	Various	Benefits							
umbrella	4/1/2020 to 4/1/2021	\$9,000,000	Each Occurrence Limit	\$10,000	\$70,504		\$58,481			Underlying Policies:
	BPF-PK101204-02	\$9,000,000	Products—Completed Operations Aggregate Limit			General Liability				
	State National Ins. Co.	\$9,000,000	General Aggregate Limit (Other Than Products—Completed Operations)			Auto				
	A, IX (NAIC 12831)		Retro: None			Law Enforcement				
						Public Officials				
										Employment Practices
	TOTALS				\$493,314		\$555,760			



LAWRENCEVILLE

GEORGIA

17.

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

Item:	Renewal of Worker's Comp Insurance Coverage
Department:	City Manager
Date of Meeting:	Monday, March 23, 2020
Fiscal Impact:	\$81,146
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of contract with Underwriters Safety and Claims to provide worker's comp excess insurance and broker fees in an amount of \$81,146.

Summary: The City is self-insured on worker's comp insurance. We contract for excess insurance to cover an amount of more than \$600,000 in claims. This contract with Underwriters Safety and Claims is to provide worker's comp excess insurance and broker fees in an amount of \$81,146.

Fiscal Impact: Claim amounts for worker's comp are paid from the Worker's Comp fund as self-insured. This amount provides excess liability insurance and claims broker services at the same cost as last year in an amount of \$81,146.



March 18, 2020

Mr. Steve Murray, Purchasing Manager
City of Lawrenceville
70 S Clayton Street
Lawrenceville, GA 30046

Re: RP005-17 Excess Workers Compensation Coverage

Dear Steve:

This will confirm that Excess Workers' Compensation Insurance Coverage is currently with Midwest Employers Casualty (Policy No. EWC009381) on a two-year term, April 1, 2019 to April 1, 2021. Terms, conditions and rate are same for each annual contract year.

Annual Deposit Premium for April 1, 2020 to April 1, 2021 is \$76,146, same as expiring contract year .

Annual Broker Fee for April 1, 2020 to April 1, 2021 is \$5,000, same as expiring contract year.

We look forward to continuing this contract for City of Lawrenceville, please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "JJZ", with a large, stylized flourish extending from the bottom right.

Joseph J. Zichettella
JJZ



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18.

AGENDA REPORT

MEETING: REGULAR MEETING, MARCH 23, 2020

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Appointment of Gene Byce to the Aurora Board

Department: City Council

Date of Meeting: Monday, March 23, 2020

Fiscal Impact: None

Presented By: David Still

Action Requested: Appoint Gene Byce to the Aurora Board
