



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, May 24, 2021
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Bicentennial Fact

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. April 26, 2021 1st Council Budget Work Session
2. April 26, 2021 Regular Meeting
3. May 12, 2021 Special Call and 2nd Council Budget Work Session
4. May 12, 2021 Work Session and Executive Session

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.

- [5.](#) Purchase of Various Police Vehicles on an Annual Contract
- [6.](#) Campbell Heights Infrastructure Improvement Project

- [7.](#) Agreement for Right-of-Way Dining on Crogan Street
- [8.](#) Update to the City Code of Ordinances, Chapter 12, Article II, Division 16 - Soliciting
- [9.](#) Approval Settlement for the RAW Construction Contract Claim
- [10.](#) Modification to the City Council 2021 Meeting Calendar
- [11.](#) Resolution for Right of Way Abandonment on Herbert Hayes

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.

- [12.](#) CIC2021-00007; Walker Anderson Homes, LLC; 240 Neal Boulevard
- [13.](#) SUP2021-00044; Christopher Thomas; 533 and 543 John Connor Court
- [14.](#) FY 2022 Proposed Budget Public Hearing

Council Business Old Business

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

- [15.](#) View Point Co-Responder
- [16.](#) Approve the First Amendment to an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020
- [17.](#) 2021 Municipal Election Intergovernmental Agreement with Gwinnett County for use of Voting Machines
- [18.](#) Subrecipient Agreement with Gwinnett County for Use of Community Development Block Grant Funds (CDBG) for Paper Mill Road Improvements
- [19.](#) Update to the City Code of Ordinances, Chapter 38, Article VI Stormwater Utility
- [20.](#) Update to the City Code of Ordinances, Chapter 2, Article IX - Procurement

Council Business New Business

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

- [21.](#) Resolution Supporting the Modification to the Posted Speed Limit
- [22.](#) Lawrenceville South Lawn Easement Agreement and Acceptance of Quit Claim Deed for Regional Stormwater Detention Facility

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MAY 24, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Purchase of Various Police Vehicles on an Annual Contract
Department:	Fleet
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	\$600,000.00
Presented By:	Michael Rudnick, Fleet Director
Action Requested:	Award Purchase of Various Police Vehicles on an Annual Contract to low bidders Union City Chrysler Dodge Jeep Ram Fiat for Dodge vehicles, Family Ford, Inc. for Ford vehicles, and Hardy Chevrolet Buick GMC, Inc. for Chevrolet vehicles.

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

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

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

Page 1 of 1

AQ007-21

Purchase of Various Police Vehicles on an Annual Contract
Fleet

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

Recommended vendors:

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

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

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MAY 24, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Campbell Heights Infrastructure Improvement Project
Department:	Engineering
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	\$1,300,413.40
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Award Campbell Heights Infrastructure Improvement Project to low bidder, The Dickerson Group, Inc., amount not to exceed \$1,300,413.40. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

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

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

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

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SB015-21

Campbell Heights Infrastructure Improvement Project
Engineering

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

BID TABULATION

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

BID TABULATION

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

BID TABULATION

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

Recommended Vendor:

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

jason.freeland@dickersongroup.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MAY 24, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Agreement for Right-of-Way Dining on Crogan Street
Department:	City Manager
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	\$90,310.00
Presented By:	Barry Mock, Assistant City Manager
Action Requested:	Approve applications and agreements with D'Florian and Oyster Bay Restaurants for the installation of a patio area along Crogan Street and waive the 50% match.

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

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

Attachments/Exhibits: Patio Plan and Application Agreement ROW Dining



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

SECTION 1. RESTAURANT INFORMATION

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

SECTION 2. 24-HOUR CONTACT

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

SECTION 3. LIABILITY AND ACCEPTANCE OF TERMS AND CONDITIONS

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

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

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

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

SECTION 4. SUBMITTAL CHECKLIST

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

SECTION 5. OFFICE USE ONLY

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



Terms and Conditions

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MAY 24, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Update to the City Code of Ordinances, Chapter 12, Article II, Division 16 - Soliciting
Department:	City Manager
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	N/A
Presented By:	Frank Hartley, City Attorney
Action Requested:	Approve the ordinance amendment to the City Code of Ordinances, Chapter 12, Article II, Division 16 – Soliciting to amend section 12-558 with updated hours.

Attachments/Exhibits:

Soliciting Update May 2021
Soliciting Current

ORDINANCE NO. _____

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

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

Section 1:

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

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

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

Section 2:

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

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

David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk

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

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

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MAY 24, 2021

AGENDA CATEGORY: CONSENT

Item: Approval Settlement for the RAW Construction Contract Claim

Department: Administration

Date of Meeting: Monday, May 24, 2021

Fiscal Impact:

Presented By:

Action Requested: Authorize the Mayor to sign the Settlement Agreement subject to the review and approval of the City Attorney and authorize the payment of the money in accordance with the Settlement Agreement.

Summary: In late 2016, the City entered into a contract with RAW Construction, LLC to construct a gas pipeline for the City. When the final payment on the project was provided in early 2019, the final payment was reduced by \$361,223.00 under a contract provision related to weld failures on the project. RAW Construction objected to the reduction and the parties have been negotiating on this matter for several years. The City has agreed to pay Equix Energy Services, LLC formerly known as RAW Construction, LLC One Hundred Twenty Thousand Dollars (\$120,000.00) a full settlement of all claims. Each party will release the other from all claims related to the project. This item will authorize the Mayor to sign the Settlement Agreement subject to the review and approval of the City Attorney and authorize the payment of the money in accordance with the Settlement Agreement.

Attachments/Exhibits:

RAW_City of Lawrenceville-Settlement Agreement and Mutual Release

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Agreement is made and entered into this day of May, 2021, by and between EQUIX ENERGY SERVICES, LLC F/K/A RAW CONSTRUCTION, LLC ("RAW") and THE CITY OF LAWRENCEVILLE ("City") (referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, City, as owner, engaged RAW, as contractor, to provide certain pipe materials, labor, and services (the "Work") for the improvement of the project commonly known as Walnut Grove Pressure Improvement Project located in the City of Lawrenceville, Georgia (the "Project");

WHEREAS, disputes arose regarding payment allegedly owed to RAW for Work performed and the RAW's liability for certain x-raying costs on the Project;

WHEREAS, the Parties desire to compromise, resolve, and settle their claims and disputes with one another relating to the Work and the Project to avoid the time and expense of litigation;

NOW, THEREFORE, and in consideration of the mutual agreements, covenants, promises, releases, and other good and valuable consideration as set forth herein, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties do hereby covenant, represent, warrant, promise, and agree to the following:

1. **RECITALS**: The foregoing recitals are incorporated herein by reference, as true and correct statements of fact that are material to this transaction.

2. **PAYMENT**: Within seven (7) business days of the Parties' execution of this agreement, the City will deliver to RAW the payment of One Hundred and Twenty Thousand Dollars and NO/Cents (\$120,000.00) via a certified check made payable to RAW (the "Settlement Payment") to the following address:

Equix Energy Services, LLC,
Attention: Todd Meyer, EVP
46 S. Rolling Meadows Drive,
Fond du Lac, WI 54937

3. **MUTUAL RELEASES**: Upon RAW's receipt and successful depositing of the Settlement Payment,

- i. RAW will forever release and discharge the City and its employees, officers, directors, members, representatives, agents, insurers, attorneys, affiliated and related companies, the successors, and assigns of any of them (collectively, the "City Releasees") of and from all known and unknown claims, liabilities, damages, and causes of action, of any nature, which RAW has or may have against the City Releasees before, during, or after the date of execution of this

Agreement, whether or not manifested or discovered at the time of the execution of this Agreement, arising out of or relating to the Work or the Project;

- ii. The City will forever release and discharge RAW and its employees, officers, directors, members, representatives, agents, insurers, attorneys, affiliated and related companies, the successors, and assigns of any of them (collectively, the “RAW Releasees”) of and from all known and unknown claims, liabilities, damages, and causes of action, of any nature, which the City has or may have against the RAW Releasees before, during, or after the date of execution of this Agreement, whether or not manifested or discovered at the time of the execution of this Agreement, arising out of or relating to the Work or the Project.

4. NO ADMISSION OF LIABILITY: The terms of this Agreement represent a compromise and settlement of disputed claims and demands and are not intended to be nor will they be construed to be admissions of liability of any kind with regard to any such disputed claims and demands.

5. AUTHORITY. Each individual signing this Agreement on behalf of a Party represents and warrants to the other Parties that he or she understands the terms and conditions herein, consulted with or had the opportunity to consult with an attorney, has the legal capacity to contract, and has the authority to bind such Party, without any further approval or consent of any other person(s), entity(ies), board(s), or authority(ies).

6. CONFIDENTIALITY: Except as necessary to enforce the terms of this Agreement, the Parties agree that this Agreement and its contents and the Settlement Payment shall not be disclosed to any third party, except the Parties’ counsel, accountants, tax professionals, governmental taxing or regulatory authorities, need-to-know officers and directors, and except as required by law or order of court.

7. AMENDMENTS. This Agreement may not be modified in any manner, except in a writing signed by the Parties.

8. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Parties, and their respective successors and assigns.

9. NO WAIVER OF RIGHTS. Any forbearance by either Party from enforcing its respective rights arising out of any breach of this Agreement shall not be deemed a waiver of such Party's rights against the other Party with respect to that breach or any other or subsequent breach.

10. NO PRESUMPTION AGAINST DRAFTER. Each Party acknowledges that its undersigned read this Agreement and understands its terms. This Agreement has been fully negotiated among the Parties; each Party has been represented by their respective counsel; and the customary presumption against the drafter of an agreement shall not apply.

11. GOVERNING LAW. This Agreement shall be governed by, and construed and

enforced in accordance with, the laws of the State of Georgia, notwithstanding any conflict of law principles.

12. FORUM FOR DISPUTES. The exclusive forum for any and all disputes arising out of this Agreement shall be the Superior Court of Gwinnett County, Georgia. The Parties agree to the personal jurisdiction of said court.

13. ATTORNEYS’ FEES TO DATE. The Parties shall bear their own costs, expenses, and attorneys’ fees incurred in or arising out of or in any way related to the matters released herein.

14. ATTORNEYS’ FEES. Any party hereto shall be entitled to recover its costs and expenses, including attorney’s fees, incurred to enforce this Agreement.

15. COUNTERPARTS. This Agreement may be executed in one or more duplicate originals or counterparts, each of which shall have the force and effect of an original, but all such instruments together shall be deemed to be but one document and shall be fully enforceable as such.

16. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties on the subject matter herein, and there are no prior or contemporaneous representations, understandings, or agreements between the Parties other than those expressly set forth in this Agreement.

Sworn to under oath this ____ day of
May, 2021, in the presence of:

NOTARY PUBLIC

CITY OF LAWRENCEVILLE

Printed name _____
Position _____
Date _____

Sworn to under oath this ____ day of
May, 2021, in the presence of:

NOTARY PUBLIC

EQUIX ENERGY SERVICES, LLC

Printed name _____
Position _____
Date _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MAY 24, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item: Modification to the City Council 2021 Meeting Calendar

Department: City Clerk

Date of Meeting: Monday, May 24, 2021

Fiscal Impact: N/A

Presented By:

Action Requested: Approve the modification to change the date of the July 14th work session to July 19th.

Attachments/Exhibits:

Updated 2021 City Council Meeting Schedule



LAWRENCEVILLE

GEORGIA

2021 CITY COUNCIL MEETING SCHEDULE

The City Council meets on the second Wednesday for Work Session each month at 5:00 PM and on the fourth Monday of each month at 7:00 PM for Regular Council Meetings unless otherwise specified. All meetings are held on the fourth floor of City Hall in the Council Assembly Room

City Council Work Session (2nd Wednesday)	City Council Hearing (4th Monday)
01/13/2021	01/25/2021
02/10/2021	02/22/2021
03/10/2021	03/22/2021
04/14/2021	04/26/2021
05/12/2021	05/24/2021
06/9/2021	06/21/2021
07/14/2021 07/19/2021*	07/26/2021
08/11/2021	08/23/2021
09/15/2021	09/27/2021
10/13/2021	10/25/2021
11/17/2021 (2 PM)	11/17/2021 (Wednesday)
12/15/2021 (2 PM)	12/15/2021 (Wednesday)

* July meeting updated 05/24/2021



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, MAY 24, 2021
AGENDA CATEGORY: CONSENT

Item: Resolution for Right of Way Abandonment on Herbert Hayes

Department: City Manager

Date of Meeting: Monday, May 24, 2021

Fiscal Impact:

Presented By:

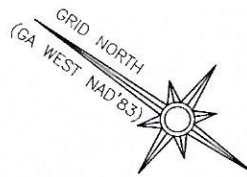
Action Requested: Approve the Resolution to Abandon excess right-of-way along Herbert Hayes Drive including authorizing the Mayor, City Manager, City Clerk and City Attorney to take any actions necessary to dispose of the property in accordance with Georgia law.

Attachments:

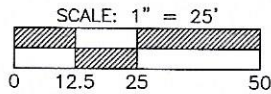
Resolution Abandonment portion of Herbert Hayes Drive
Exhibit A Resolution Abandon Herbert Hayes

NOTES:

1. The public records referenced on this plat were used for the establishment of the boundary of this property. They are not and do not constitute a title search. This plat is subject to all legal easements, right-of-ways, and covenants public and private.
2. This plat or survey is intended for the sole use of the parties listed hereon, any other use is strictly prohibited.
3. The basis of bearing is Georgia State Plane, North American Datum 1983 (NAD'83), Georgia West Zone.
4. This property is located in Zone "X" (areas determined to be outside the 0.2% annual chance floodplain). The map number for this area is 13135C0089F, dated September 29, 2006.



AREA RESERVED FOR CLERK OF
SUPERIOR COURT STAMP

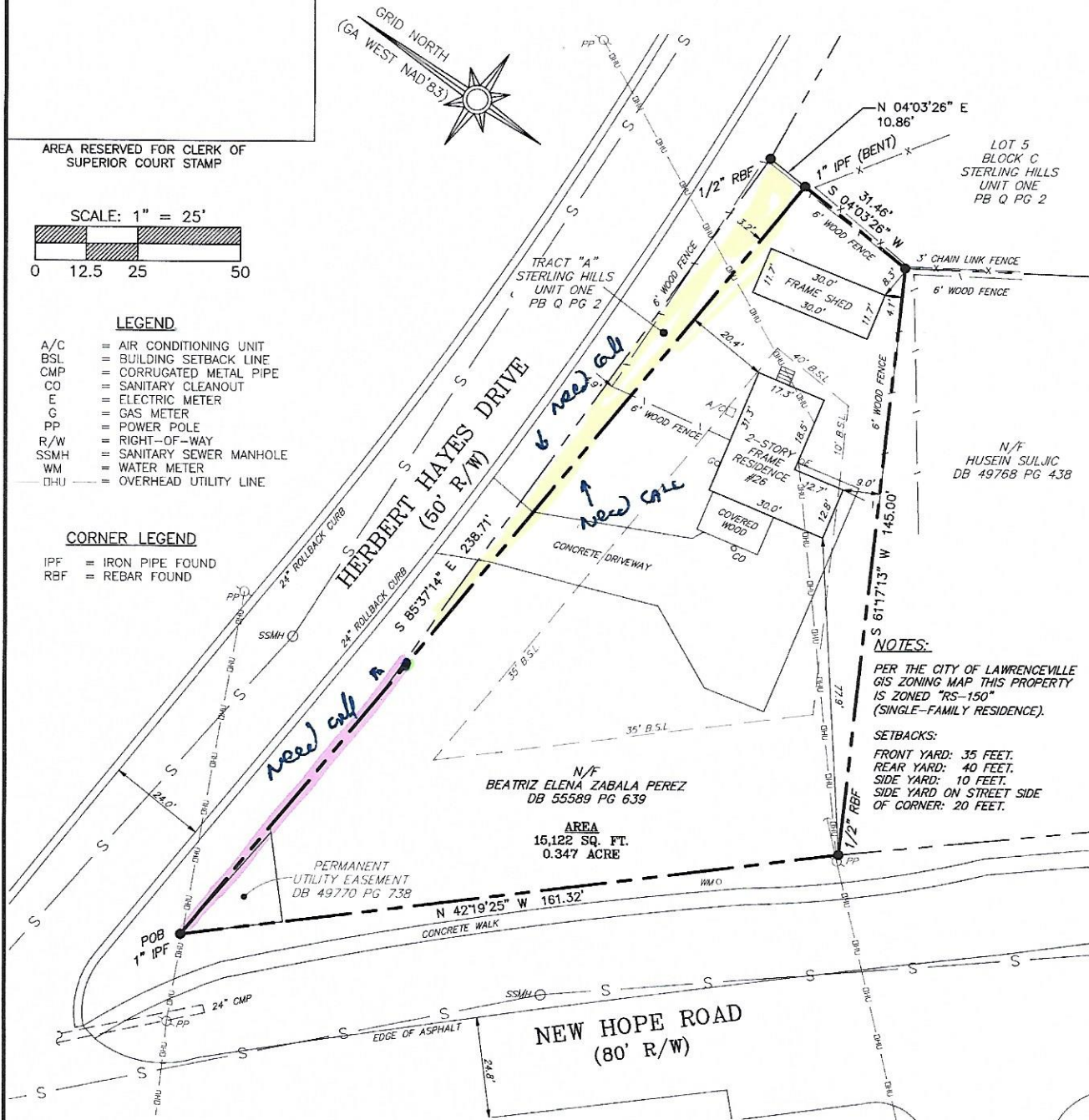


LEGEND

A/C	= AIR CONDITIONING UNIT
BSL	= BUILDING SETBACK LINE
CMP	= CORRUGATED METAL PIPE
CO	= SANITARY CLEANOUT
E	= ELECTRIC METER
G	= GAS METER
PP	= POWER POLE
R/W	= RIGHT-OF-WAY
SSMH	= SANITARY SEWER MANHOLE
WM	= WATER METER
DHU	= OVERHEAD UTILITY LINE

CORNER LEGEND

IPF	= IRON PIPE FOUND
RBF	= REBAR FOUND



NOTES:

PER THE CITY OF LAWRENCEVILLE
GIS ZONING MAP THIS PROPERTY
IS ZONED "RS-150"
(SINGLE-FAMILY RESIDENCE).

SETBACKS:

FRONT YARD: 35 FEET.
REAR YARD: 40 FEET.
SIDE YARD: 10 FEET.
SIDE YARD ON STREET SIDE
OF CORNER: 20 FEET.

CLOSURE:

Error of Closure Plat: 1 / 176,976
Positional Error: 0.08
Adjusted by: N/A (Baseline)
Field Date: March 11, 2020
Plat Date: March 12, 2020

EQUIPMENT:

-Trimble 5600 Total Station
-Trimble R10 GPS unit
-Trimble TSC3 Data Collector
-Trimble VRS Network

CERTIFICATION:

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

Karie L. Colburn, GAPLS #2963

03/12/2020
DATE



Boundary Survey for
SHEYLA WRIGHT

**26 HERBERT HAYES DRIVE
LAWRENCEVILLE**

Land Lot 147, 5th District
Gwinnett County, Georgia
GeoTerra USA, LLC

760 Old Roswell Road, Suite 240
Roswell, Georgia 30076
kcolburn@geoterrausa.net
678-697-7044

COA: LSF001283
COPYRIGHT © 2020 BY GeoTerra USA, LLC
ALL RIGHTS RESERVED

RESOLUTION _____

RESOLUTION TO ABANDON EXCESS RIGHT-OF-WAY OF HERBERT HAYES DRIVE RESULTING FROM STREET RELOCATION

WHEREAS, the City Council of the City of Lawrenceville has determined that the relocation of Herbert Hayes Drive in the area of its intersection with New Hope Road has created a small portion of excess municipal right-of-way that is no longer necessary to be used for municipal street purposes;

WHEREAS, the City Council of the City of Lawrenceville has determined that the area shaded yellow on Exhibit “A” has ceased to be used by the public to such an extent that no substantial public purpose is accomplished by leaving that portion of the former alignment of Herbert Hayes Drive as part of the municipal street system; and

WHEREAS, the City Council of the City of Lawrenceville has determined that the abandonment and closing of the portion of right-of-way as shown shaded yellow on the plat which is attached hereto as Exhibit “A” is in the best interest of the citizens of the City of Lawrenceville;

NOW THEREFORE, the City Council of the City of Lawrenceville hereby resolves and ordains that the area of right-of-way of Herbert Hayes Drive shaded yellow on Exhibit “A”, which is attached hereto and incorporated herein by reference, is hereby declared to be closed and abandoned as a part of the municipal streets system of the City of Lawrenceville. This action is taken pursuant to O.C.G.A. §32-7-210 following proper notice to all property owners located on the portions of the municipal streets system closed and abandoned by this action. This abandonment is subject to any and all previous utility easements conveyed to any public or private entity or franchise holder and the easements or other property rights previously conveyed shall not be extinguished or altered by this action.

IT IS FURTHER RESOLVED AND ORDAINED that the Council hereby authorizes the Mayor, City Manager, City Clerk, and the City Attorney to take such action and execute such documents as are necessary to dispose of the abandoned property in accordance with the laws of the State of Georgia or to otherwise use the property in the manner that serves the best interest of the City. Any deed disposing of said property shall contain a provision that the transfer is subject to all existing utility easements.

IT IS SO RESOLVED AND ORDAINED this _____ day of May, 2021.

David R. Still, Mayor

ATTEST:

City Clerk - Karen Pierce



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: COUNCIL MEETING, MAY 24, 2021

AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Monday, May 24, 2021

Presented By: Todd Hargrave, Director

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

Planning Commission Recommendation: **APPROVAL WITH CONDITIONS**

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

Attachments/Exhibits:

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

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
CHANGE IN CONDITIONS REPORT

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

ZONING HISTORY:

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

PROJECT DATA:

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment.

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

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

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS –**

Additions in **BOLD**

Deletions in ~~STRIKETHROUGH~~

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

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

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

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

LAWRENCEVILLE SOUTH LAWN

9 Units Building 146- 154

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



The Wynfield & Willmington Plans

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

BUILDING CODE ANALYSIS

CONSTRUCTION CODES:

- INTERNATIONAL BUILDING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FIRE CODE, 2018 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL PLUMBING CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL MECHANICAL CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- INTERNATIONAL FUEL GAS CODE, 2018 EDITION, WITH GEORGIA AMENDMENTS (2020)
- NATIONAL ELECTRICAL CODE, 2017 EDITION (NO GEORGIA AMENDMENTS)
- INTERNATIONAL ENERGY CONSERVATION CODE, 2015 EDITION, WITH GEORGIA SUPPLEMENTS AND AMENDMENTS (2020)
- NFPA NATIONAL ELECTRICAL CODE, 2017 EDITION
- INTERNATIONAL RESIDENTIAL CODE FOR ONE & TWO FAMILY DWELLINGS, 2018 EDITION WITH 2020 GEORGIA STATE AMENDMENTS

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

DRAWING INDEX

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

FOOTPRINT



AREA CALCULATION

22' x 48'

WYNFIELD/WILLMINGTON - SQUARE FOOTAGE	
LOWER LEVEL	446
MAIN LEVEL	1648
UPPER LEVEL	1604
TOTAL HEATED	2,498
3 CAR GARAGE	486
COVERED PORCH - REAR	142
TOTAL FRAMED	3,026

WALKER
ANDERSON

390 BROGDON RD.,
SUWANEE, GA. 30024

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SUB-DIVISION Lawrenceville
South Lawn

RELEASED FOR CONSTRUCTION

REVISED

THE WYNFIELD &
THE WILLMINGTON

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

COVER SHEET

APPROVED BY: DAVID BOWEN
DATE:

SHEET NO.

C0.0

SHEET: XX OF: XX

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FRONT & REAR ELEVATIONS

APPROVED BY: DAVID BOWEN

DATE:

SHEET NO

A1.1

SHEET: XX OF XX



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

0 1' 2'



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

0 1' 2'



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



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

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SUB-DIVISION *Lawrenceville
South Lawn*

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*THE WYNFIELD &
THE WILLMINGTON*

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SIDE ELEVATIONS

APPROVED BY: DAVID BOWEN

SHEET NO.

A1.2

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*THE WYNFIELD &
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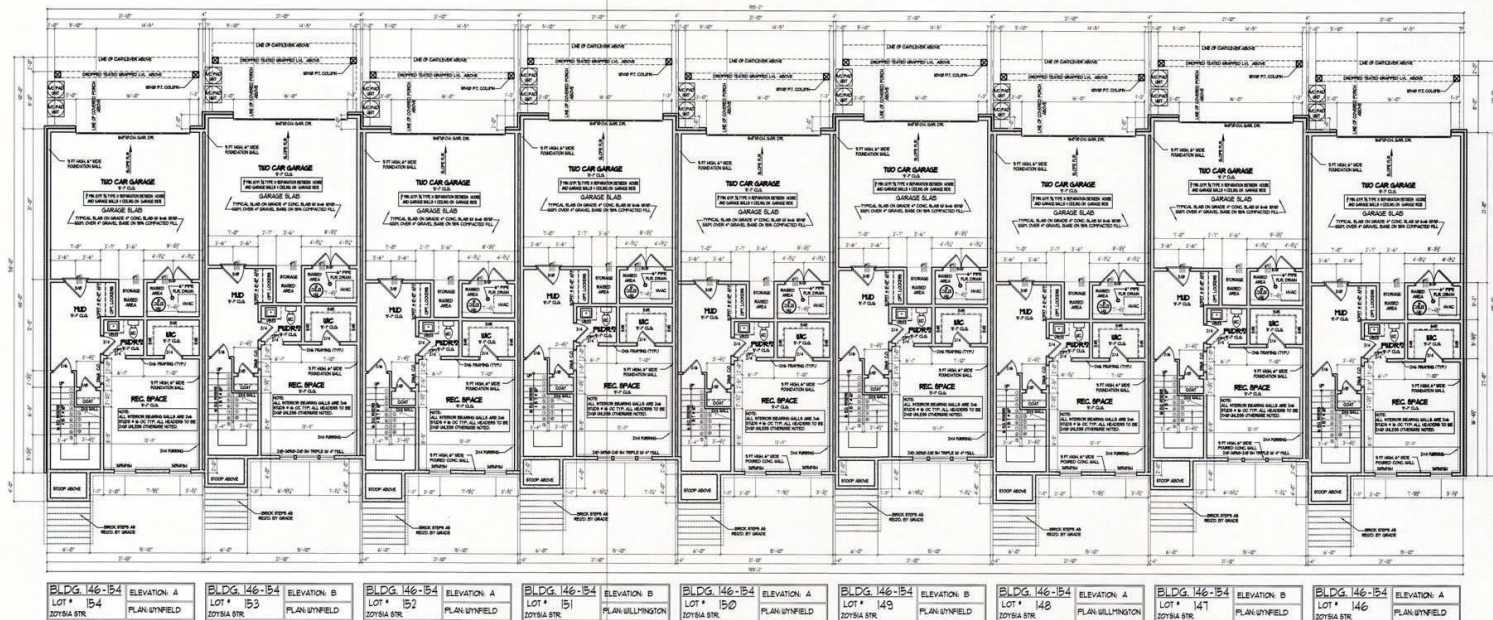
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DATE 10/11/2020 CHECKED DB
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FOUNDATION FLOOR PLANS

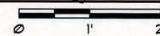
APPROVED BY: DAVID BOWEN

SHEET NO.
A1.3

SHEET: XX OF: XX



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



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*THE WYNFIELD &
THE WILLMINGTON*

JOB NO. *NA* DRAWN *GC*
DATE *10/1/2020* CHECKED *DB*
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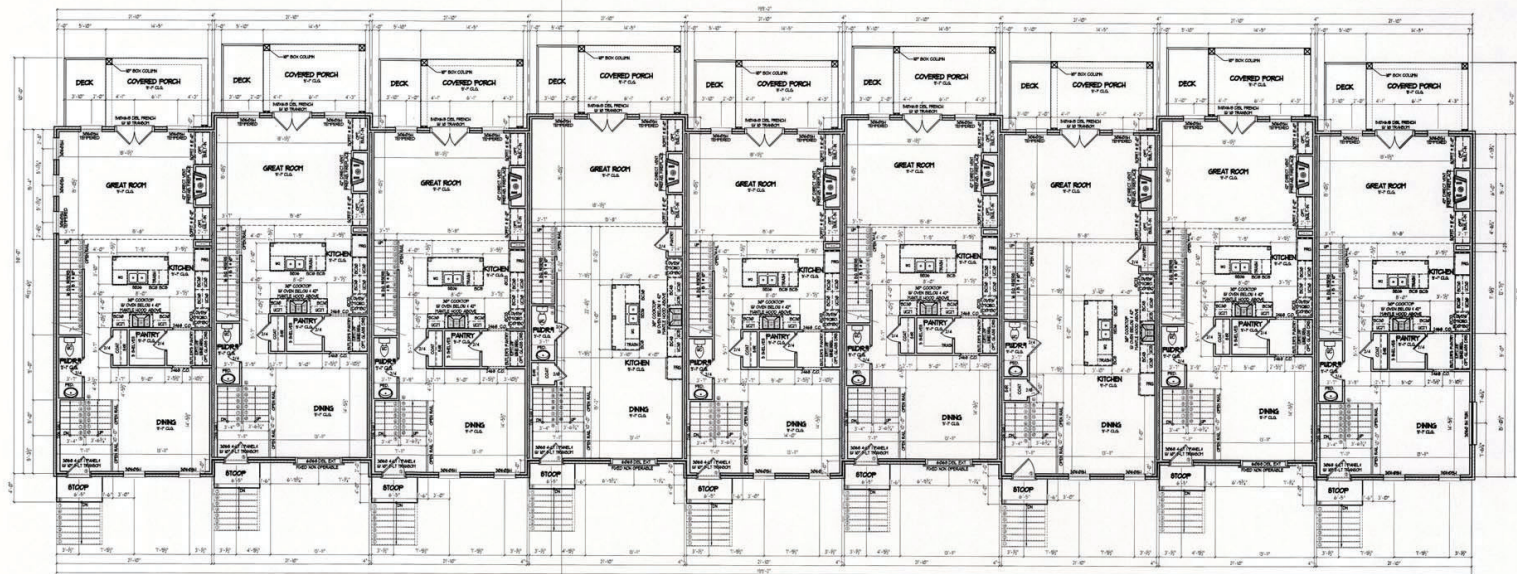
MAIN FLOOR PLANS

APPROVED BY: DAVID BOWEN
DATE:

SHEET NO.

A1.4

SHEET: XX OF: XX



BLDG. 146-154 LOT # 154 2015A SR.	ELEVATION A PLAN UNFIELD	BLDG. 146-154 LOT # 153 2015A SR.	ELEVATION B PLAN UNFIELD	BLDG. 146-154 LOT # 152 2015A SR.	ELEVATION A PLAN UNFIELD	BLDG. 146-154 LOT # 151 2015A SR.	ELEVATION B PLAN UNFIELD	BLDG. 146-154 LOT # 150 2015A SR.	ELEVATION A PLAN UNFIELD	BLDG. 146-154 LOT # 149 2015A SR.	ELEVATION B PLAN UNFIELD	BLDG. 146-154 LOT # 148 2015A SR.	ELEVATION A PLAN UNFIELD	BLDG. 146-154 LOT # 147 2015A SR.	ELEVATION B PLAN UNFIELD	BLDG. 146-154 LOT # 146 2015A SR.	ELEVATION A PLAN UNFIELD
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1 Main Level Layout (Lot #146 Through #154)

SCALE: 1/8" = 1'-0"



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SUB-DIVISION *Lawrenceville
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*THE WYNFIELD &
THE WILLMINGTON*

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DATE 10/1/2020 CHECKED DB
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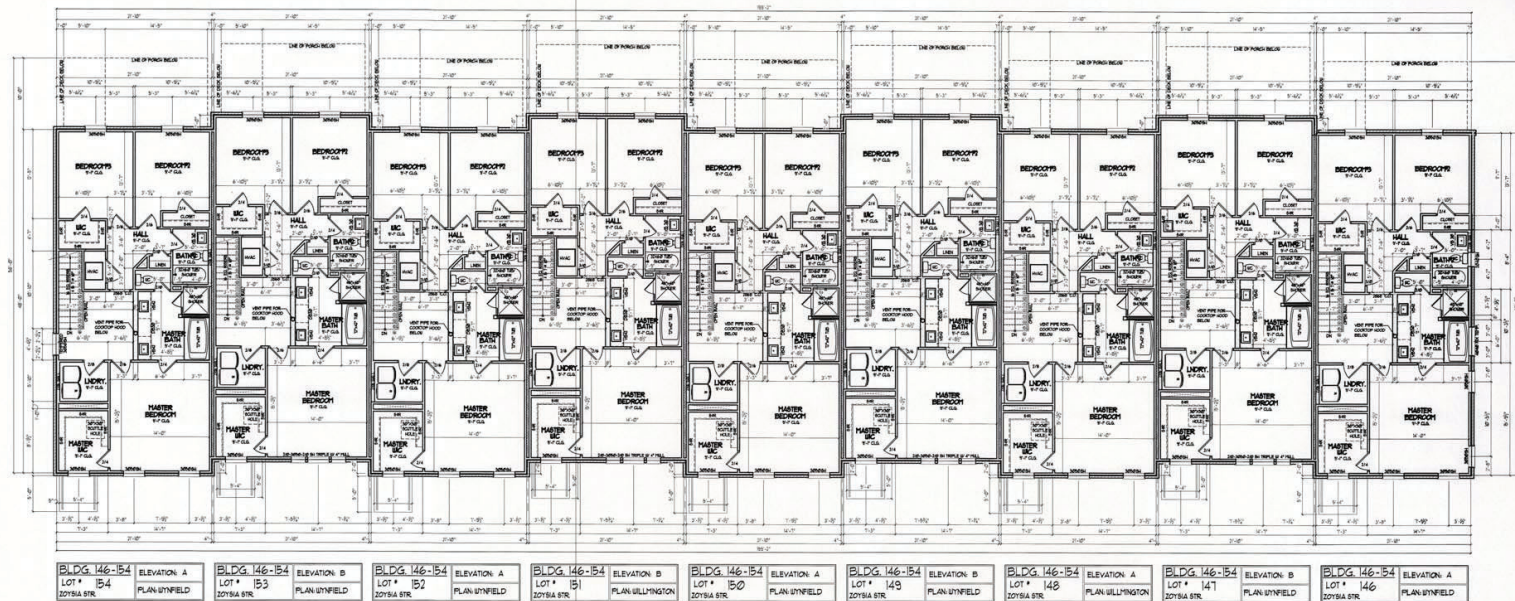
UPPER FLOOR PLANS

APPROVED BY: DAVID BOWEN

SHEET NO.

A1.5

SHEET: XX OF: XX



1 Upper Level Layout (Lot #146 Through #154)

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SUB-DIVISION *Lawrenceville
South Lawn*

RELEASED FOR CONSTRUCTION

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*THE WYNFIELD &
THE WILLMINGTON*

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DATE 10/1/2020 CHECKED DB
SCALE: AS NOTED APPROV. DB

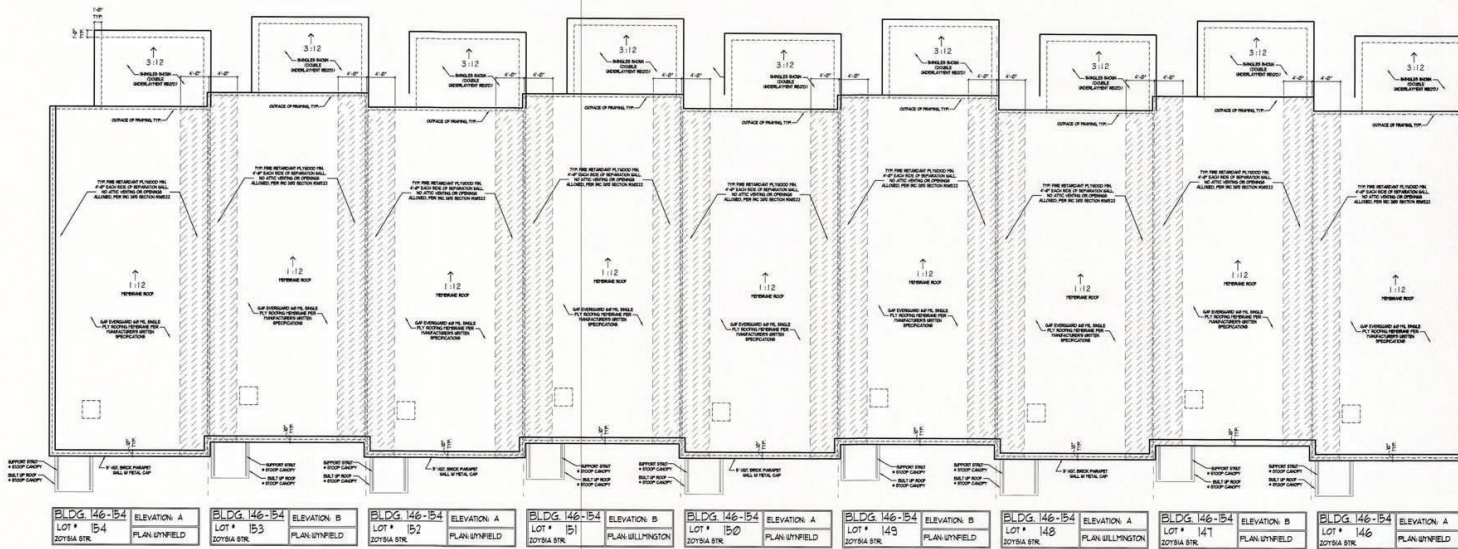
ROOF LAYOUT PLAN

APPROVED BY: DAVID BOWEN

SHEET NO.

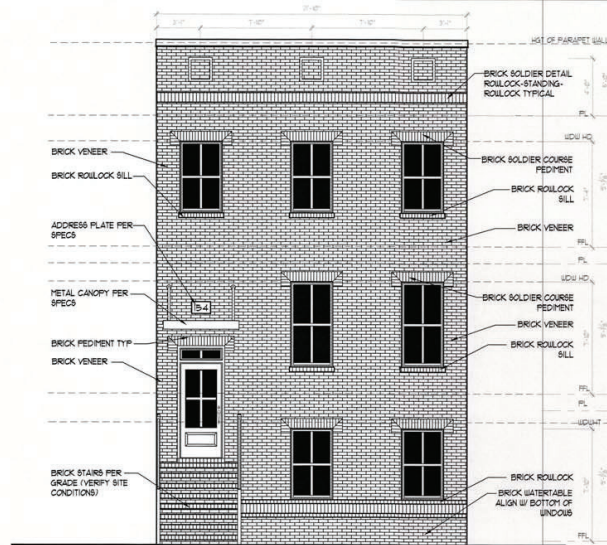
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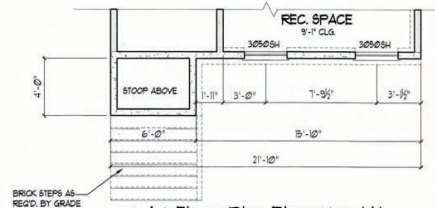


1 Roof Layout (Lot #146 Through #154)
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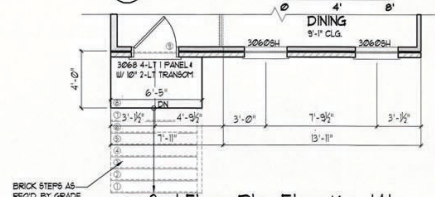
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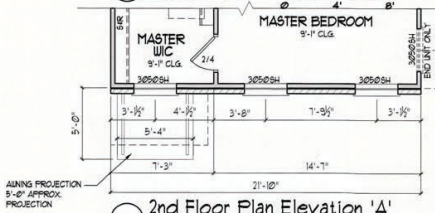
1 Front Elevation 'A'
SCALE: 1/4" = 1'-0"



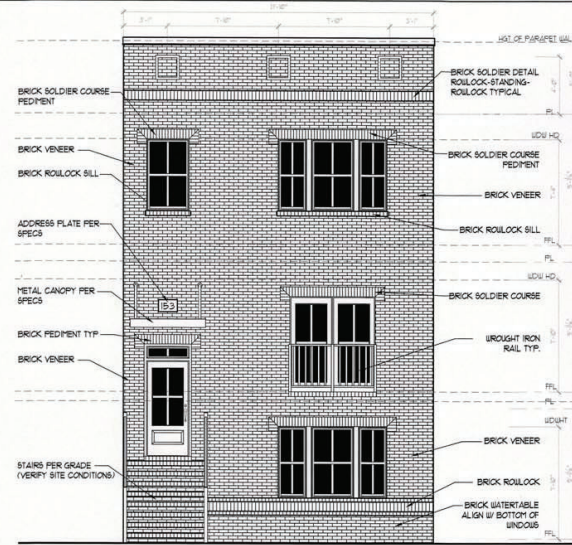
2 1st Floor Plan Elevation 'A'
SCALE: 1/4" = 1'-0"



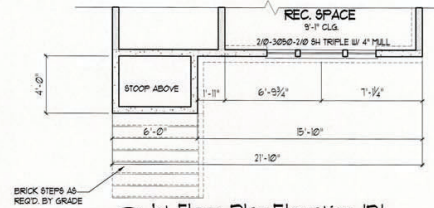
3 2nd Floor Plan Elevation 'A'
SCALE: 1/4" = 1'-0"



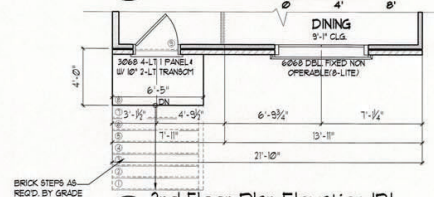
4 2nd Floor Plan Elevation 'A'
SCALE: 1/4" = 1'-0"



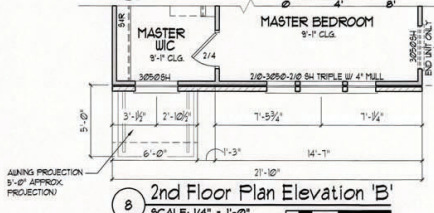
5 Front Elevation 'B'
SCALE: 1/4" = 1'-0"



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



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



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

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SUWANEE, GA. 30024

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SUB-DIVISION *Lawrenceville
South Lawn*

RELEASED FOR CONSTRUCTION

REVISED

**THE WYNFIELD &
THE WILLMINGTON**

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

ELEVATION 'A' & 'B'

APPROVED BY: DAVID BOWEN
DATE:

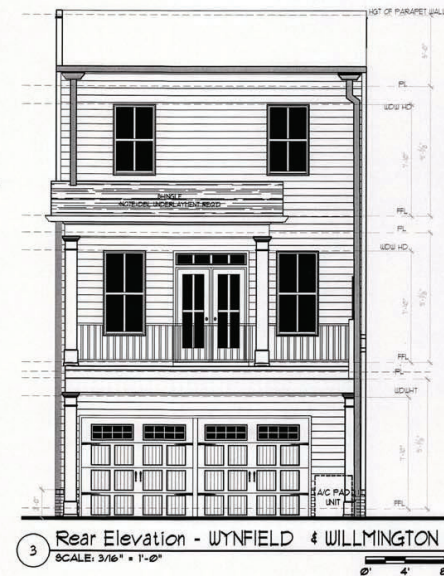
SHEET NO.
A2.1
SHEET: XX OF: XX



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



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



3 Rear Elevation - WYNFIELD & WILLMINGTON
SCALE: 3/16" = 1'-0"

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

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SUB-DIVISION *Lawrenceville
South Lawn*

RELEASED FOR CONSTRUCTION

REVISED

*THE WYNFIELD &
THE WILLMINGTON*

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

SIDE & REAR ELEVATIONS
LYNWOOD PLAN

APPROVED BY: DAVID BOWEN
DATE

SHEET NO.

A3.1

SHEET: XX OF: XX

SUB-DIVISION Lawrenceville
South Lawn

REVISÉ

THE WYNFIELD &
THE WILLMINGTON

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

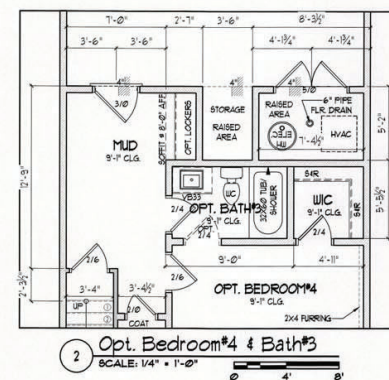
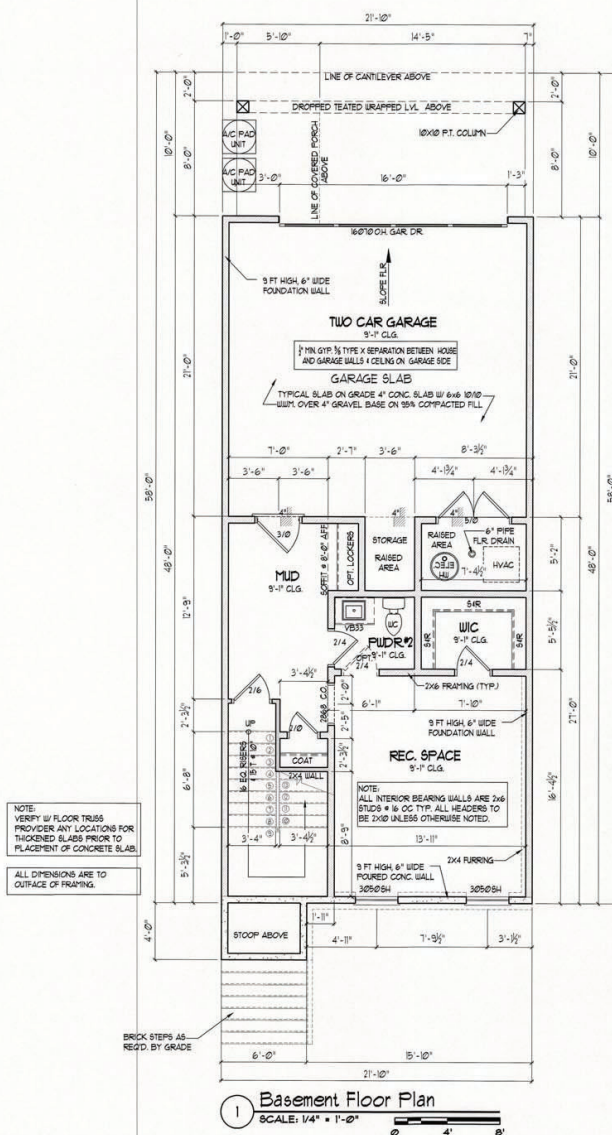
TERRACE LEVEL FLOOR PLANS

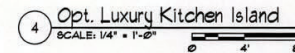
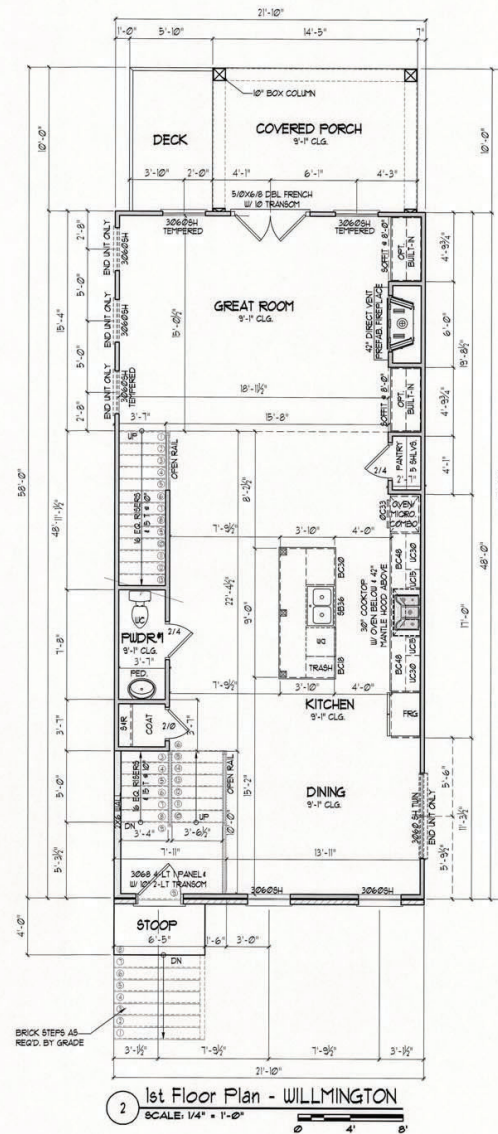
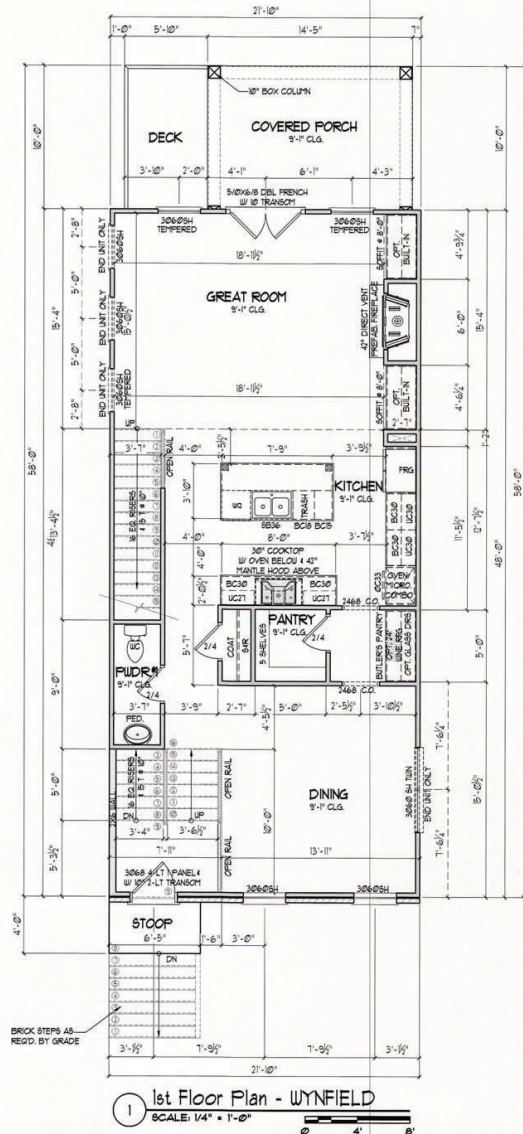
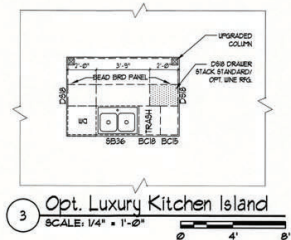
APPROVED BY: DAVID BOWEN

SHEET NO.

A4.1

SHEET: XX OF: XX





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SUWANEE, GA. 30024

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SUB-DIVISION Lawrenceville
South Lawn

RELEASED FOR CONSTRUCTION

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**THE WYNFIELD &
THE WILLMINGTON**

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

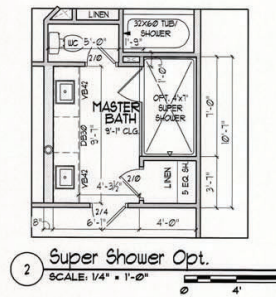
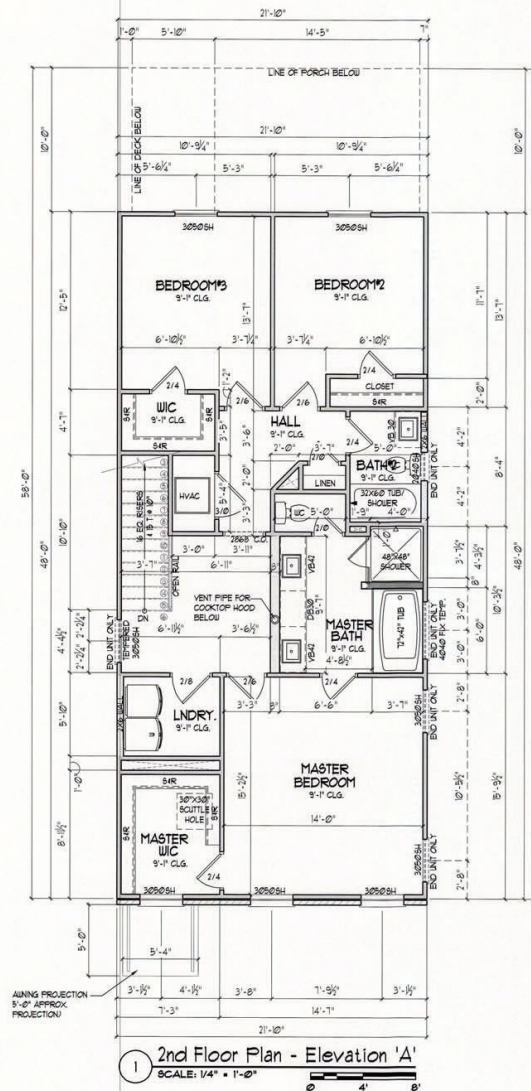
MAIN LEVEL FLOOR PLANS

APPROVED BY: DAVID BOWEN

SHEET NO.

A5.1

SHEET: XX OF: XX



**WALKER
ANDERSON**
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SUWANEE, GA. 30024

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SUB-DIVISION Lawrenceville
South Lawn

RELEASED FOR CONSTRUCTION

REVISED

**THE WYNFIELD &
THE WILLMINGTON**

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

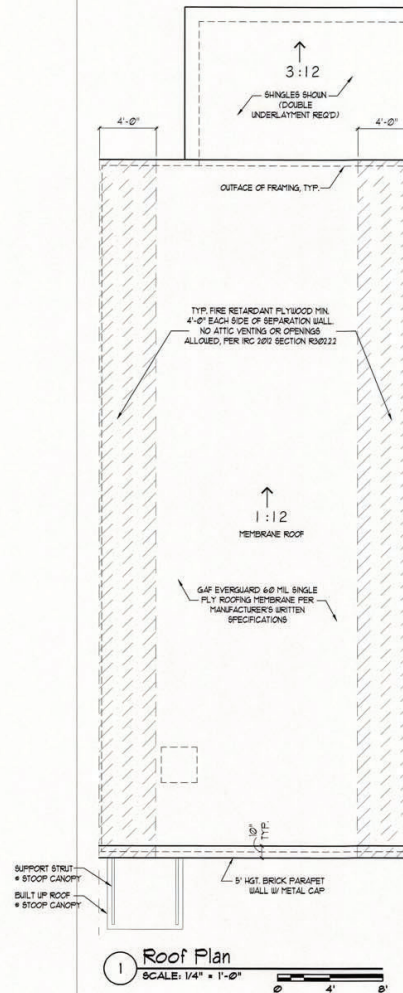
UPPER LEVEL FLOOR PLANS

APPROVED BY: DAVID BOWEN

SHEET NO.

A6.1

SHEET: XX OF: XX



**WALKER
ANDERSON**

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WRITTEN PERMISSION AND CONSENT OF THE DESIGNER. NOR
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OBTAINING SAID WRITTEN PERMISSION AND CONSENT. DESIGN
DRAWING CONTENTS SUBJECT TO ALL APPLICABLE CODES,
AND APPROVAL BY A LICENSED ENGINEER AND OR
ARCHITECT.

SUB-DIVISION Lawrenceville
South Lawn

RELEASED FOR CONSTRUCTION

REVISED

**THE WYNFIELD &
THE WILLMINGTON**

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

ROOF PLANS

APPROVED BY: DAVID BOWEN

DATE:

SHEET NO.

A4.1

SHEET: XX OF: XX

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

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SUB-DIVISION *Lawrenceville
South Lawn*

RELEASED FOR CONSTRUCTION

REVISED

**THE WYNFIELD &
THE WILLMINGTON**

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

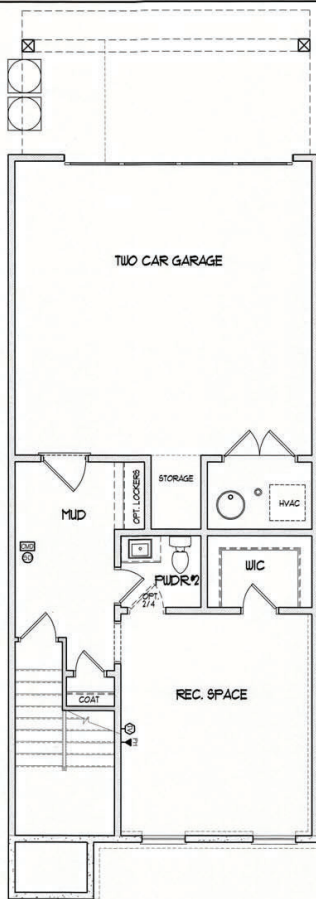
ELECTRICAL PLANS

APPROVED BY: DAVID BOWEN

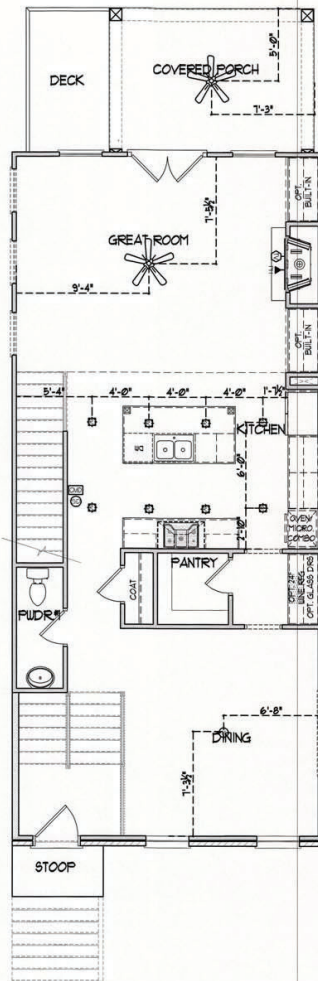
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A8.1

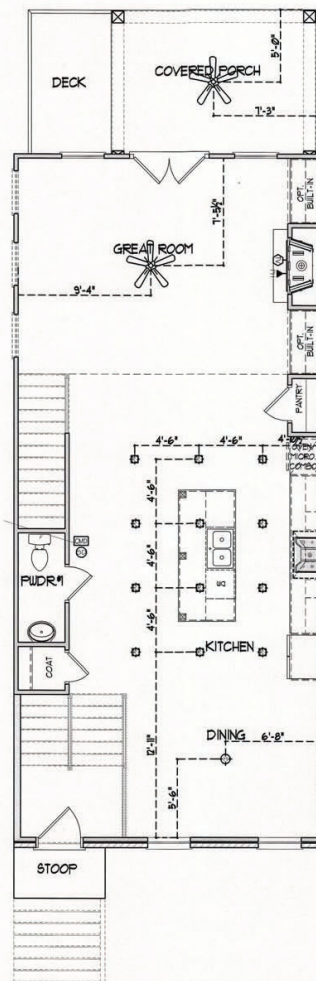
SHEET: XX OF: XX



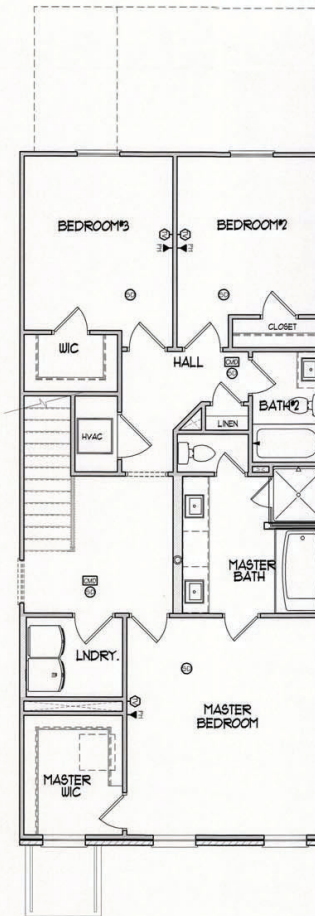
1 Lower Level Electrical
not to scale



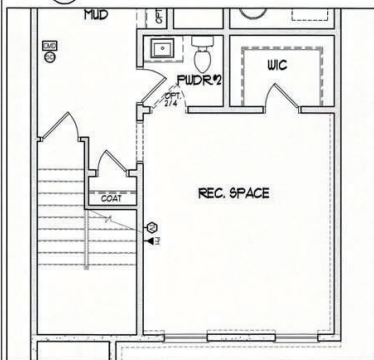
3 Main Level Electrical - WYNFIELD
not to scale



4 Main Level Electrical - WILLMINGTON
not to scale



5 Upper Level Electrical
not to scale



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

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

ELECTRICAL LEGEND			
	Switched Duplex Outlet		Thermostat
	Floor Outlet		Direct Wire
	GFI Outlet		Phone Jack
	Water Proof GFI Outlet		Media Jack
	Ceiling Mounted Outlet		Cable TV Outlet
	220V Outlet		Door Chime
	Ceiling Mounted Light		Security Panel
	Hanging Ceiling Mounted Light		Flood Light
	Ceiling Fan		Ceiling Fan w/Light

PLANNING COMMISSION**RECOMMENDED CONDITIONS – 05032021****RECOMMENDED CONDITIONS – 05172021**

CIC2021-00007

Additions in **BOLD**

Deletions in STRIKETHROUGH

1. Approval of a mixed-use development in the Downtown Overlay, Live/Work B Subarea, which may include townhouses and apartments (including mixed-use buildings containing retail uses and ~~four~~ **a total of 21** townhome units in the final phase of the South Lawn Mixed-Use Development) as Special Uses.
- ~~2. The site development, structures and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017 City Council public hearing (together the “Plan Book”). Final site plans and building plans for each product type shall be submitted for review and approval of the Director of P&D to ensure compliance with the Plan Book.~~
2. The Site Development, structures, and uses shall be in general accordance with the site plan, architectural renderings and building elevations presented at the December 4, 2017 City Council public hearing (The “Plan Book”) with the following exception:
 - ~~a. For the 22’x48’ units, the builder shall initially build the first building at 22’x48’ meeting original specifications outlined in the Plan Book adding the outdoor living space standard on end units and an option for other units. The builder has the option to build subsequent buildings at 22’x41’ with covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. Product shall be flat roof style as indicated in Plan Book unless building code changes are economically or aesthetically detrimental to the product as solely determined by the builder. In case of such occurrence, gable roof elevations shall be approved by the Planning and Development Director.~~
 - a.** The Townhome units proposed along Church Street shall be **a total of eight** rear entry units and constructed **with a Flat Roof, to a dimensional standard of 22’ x 48’** and in general conformance to the architectural elevations received by the Planning and Development Department on October 6, 2020, titled “Lawrenceville South Lawn, 9 Units Building 146-154,” prepared for “Walker Anderson,” dated October 1, 2020 (attached as a reference).
 - b.** The balance of the townhome units proposed along Nash Street shall be **a total of 10** rear entry units and constructed with **a Flat Roof** to a

dimensional standard of 22'x 41' **48'**, these units shall include a covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. Product shall be flat roof style as indicated in Plan Book unless building code changes are economically or aesthetically detrimental to the product as solely determined by the builder. ~~The builder shall have the option to build subsequent buildings at 22' x 41' with a covered outdoor living space being standard and included to meet the average SF space indicated in the original Plan Book.~~ In case of such occurrence, gable roof elevations shall require the review and approval of the Director of the Planning and Development Department.

- c. The remaining balance of 4 townhome units adjacent to City Hall shall be **a total of three** front entry units, **constructed to a dimensional standard of 24'x50'**, with a driveway consisting of a minimum of 18 feet in length. These **4 three remaining** units shall be **constructed with three sides brick (front façade and side elevations), and** include a covered outdoor living space being standard and included to meet average SF space indicated in the original Plan Book. ~~Product shall be flat roof style as indicated in Plan Book unless building code changes are economically or aesthetically detrimental to the product as solely determined by the builder.~~ In case of such occurrence, gable roof elevations shall require the review and approval of the Director of the Planning and Development Department.
 - d. Final Site Plans, Building Plans and Elevations for each product type shall be submitted for review and approval by the Director of the Planning and Development Department.
3. Where any architectural standard, building height, minimum lot size, setback/build-to line, dimensional standard, sidewalk or parking requirement of the Downtown Overlay or Zoning Ordinance conflicts with the submitted Plan Book or architectural renderings and elevations, the submitted Plan Book shall govern, with further review and approval by the Architectural Review Board not required.
 4. The development shall have a mandatory community association(s) to provide maintenance for all common areas (including the maintenance of landscaping within internal rights-of-way and immediately adjacent external rights-of-way), and enforce reasonable and customary property maintenance standards through covenants on all residences within the community. The covenants, conditions, and restrictions will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Subject to applicable City, local, and federal rules, laws, regulations, and rulings of courts having competent jurisdiction over the subject property, said covenants shall include a

restriction that no more than 10 percent of the single family units (with an additional 5% hardship) may be leased to third parties by individual owners.

5. The developer shall construct the traffic improvements identified in the submitted Transportation Analysis (for “Projected 2023 Build Conditions”) and the GRTA Notice of Decision for Development of Regional Impact (DRI) #2727. Final design of said improvements shall be subject to review and approval by the City Engineer, Gwinnett and/or Georgia DOT, as applicable.
6. Internal and external streetscape design shall be in substantial accordance with the requirements of the Downtown Overlay, and shall include pedestrian lighting and amenities per the Overlay. The main internal “promenade” sidewalks from Scenic Highway to the Lawrenceville Lawn (both sides of the street) shall be a minimum of 6 feet wide in the single-family area and 8 feet wide in the multi-family area. External sidewalks along Jackson Street and Clayton Street shall be a minimum of 10 feet wide. Final design shall be reviewed and approved by the Director of P&D.
7. Landscaping and screening along Jackson Street shall be in general accordance with the landscape cross sections outlined in the Plan Book. Final design shall be subject to review and approval by the Director of Planning and Development.
8. Stormwater detention ponds shall be screened from public view with fencing and landscaping. Final design of said screening shall be subject to review and approval by the Director of Planning and Development
9. Developer shall provide modifications to the Police Station parking lot and access drives in general accordance with the Plan Book.
10. Developer shall provide connections for stormwater conveyance at common property lines and capacity for stormwater detention from the Hooper-Renwick School and future Library site.
11. Building materials for the single-family (attached and detached) units shall be in general accordance with the elevations set forth in the Plan Book.
12. All street signage shall meet City of Lawrenceville’s standard signage.
13. Length of driveways in the single-family portion shall be ~~20~~ **18-20** feet minimum:
 - a. Front entry – (front of structure to back of sidewalk or alleyway if no sidewalk is present)
 - b. Rear entry – (rear of structure to back of curb)



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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

Clint Walters 4/1/21
SIGNATURE OF APPLICANT DATE

George Berkow 4/2/21
SIGNATURE OF OWNER DATE

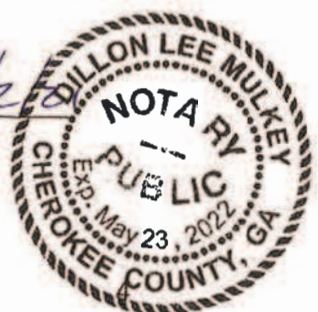
Clint Walters
TYPED OR PRINTED NAME

Clint Walters 4/1/21
NOTARY PUBLIC



TYPE D OR PRINTED NAME

Clint Walters 4/2
NOTARY PUBLIC DATE



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

Received: April 1, 2021

Planning and Development Department



LETTER OF INTENT

April 1, 2021

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

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

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

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

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

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

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

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

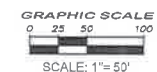
**LAND DESCRIPTION
UNIT 3
LAWRENCEVILLE SOUTH LAWN
CITY OF LAWRENCEVILLE**

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

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

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

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

[illegible]

PRECISION
Planning Inc.

planners • engineers • architects • surveyors

Georgia Land Surveying Firm CDA# LSF000113
400 Pike Boulevard, Lawrenceville, GA 30046
770.336.6000 • newppl.com • info@ppi.us

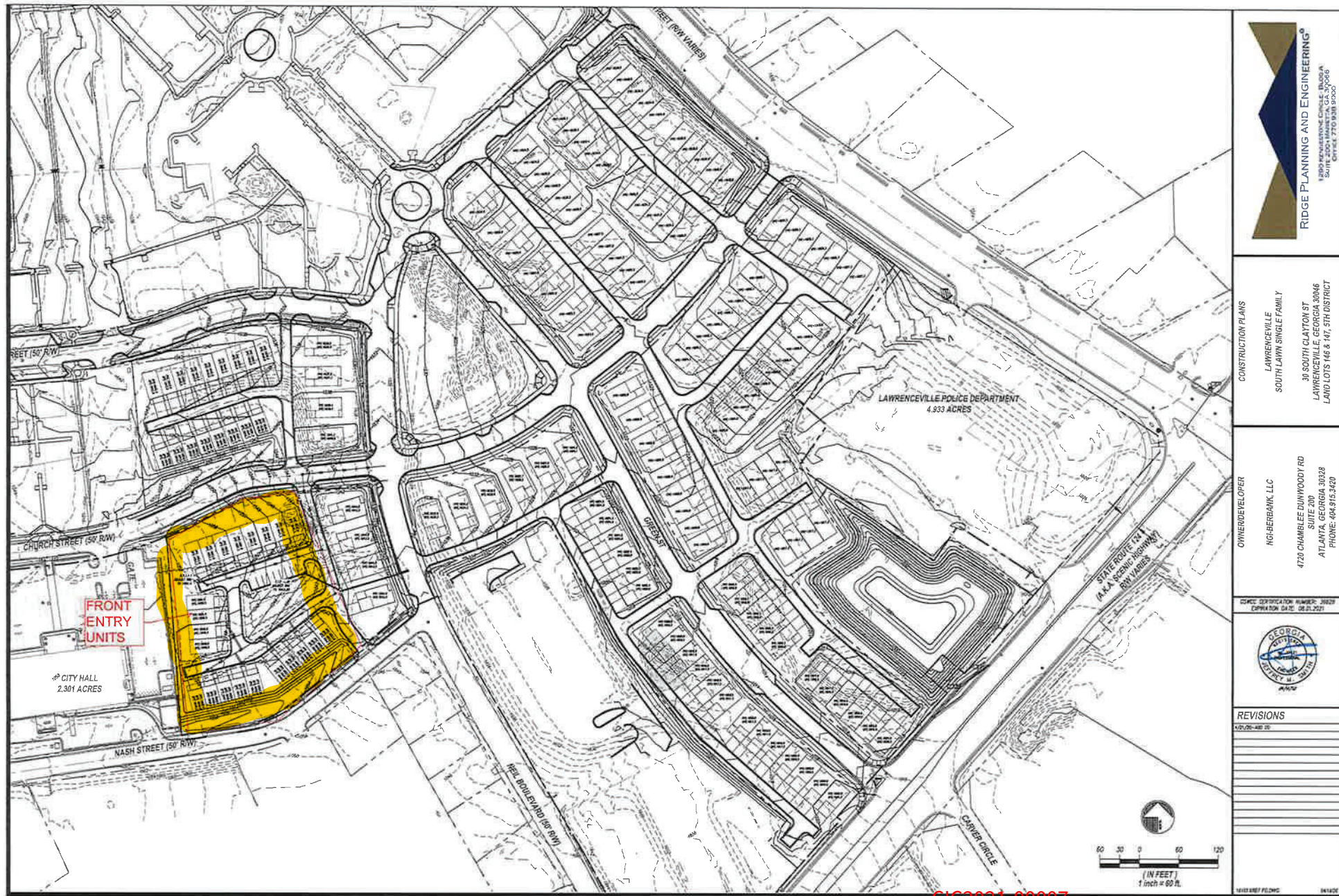
LAWRENCEVILLE
SOUTH LAWN
UNIT 3

ZONING
EXHIBIT[illegible]

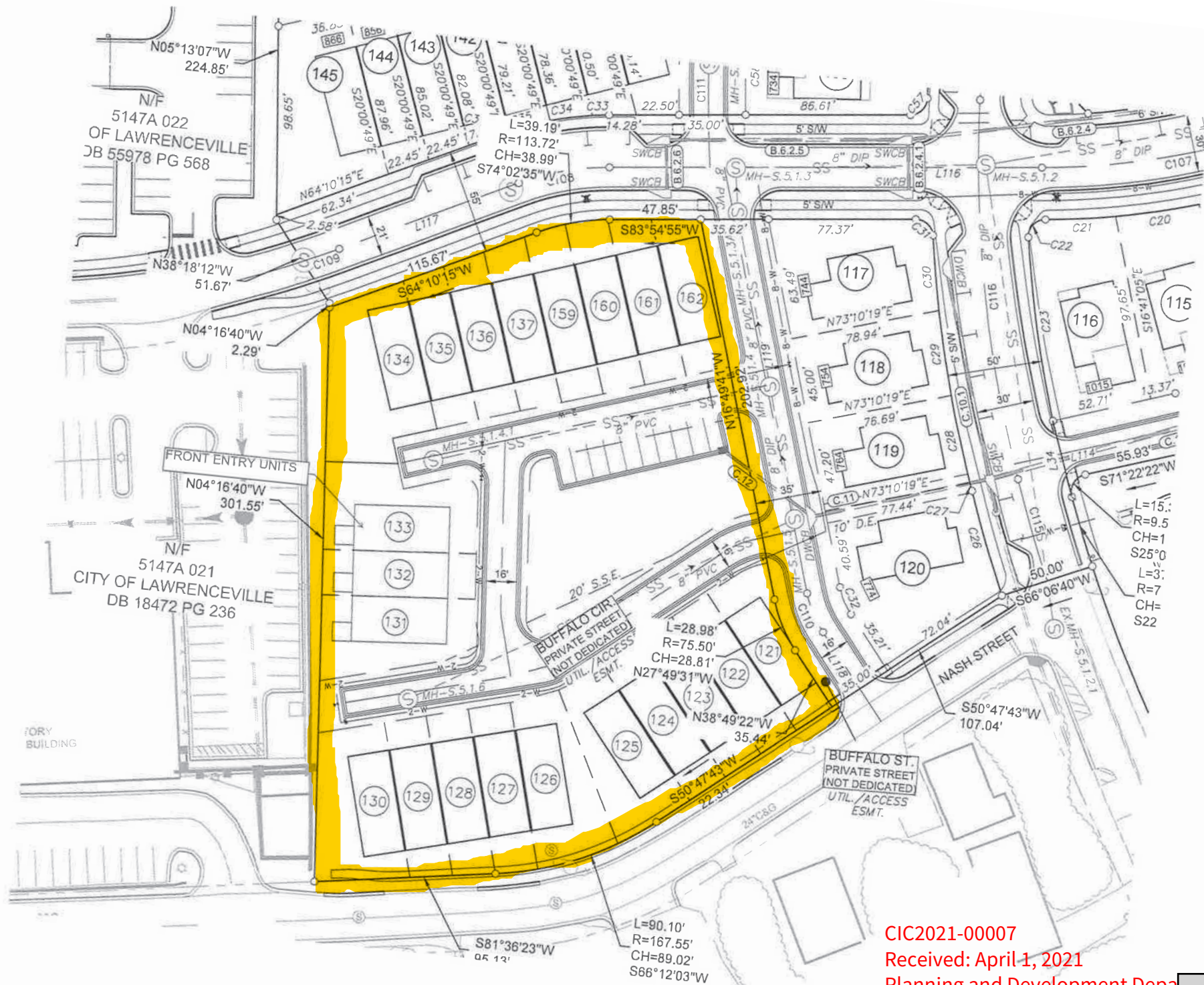
04/01/21

R16267
AIR PROJECT NO.

1 OF 1



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



URBAN SQUARE AT SOUTH LAWN PHASE 2

WALKER
ANDERS  N

Rear Entry - Slab

Church Street



Rear Entry - Basement

Nash Street



Front Elevation A



Front Elevation B



Front Elevation C



Front Elevation D

Front Entry

Internal



Front Elevation "A"



Front Elevation "B"



Front Elevation "C"



Front Elevation "D"



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

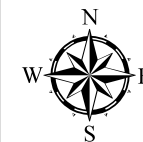
File # CIC2021-00007

Applicant: Walker Anderson Homes, LLC



Legend

- Subject Property
- Roads
- Parcels



0 30 60



LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

Location Map and Surrounding Zoning

File # CIC2021-00007

Applicant: Walker Anderson Homes, LLC

Legend

Subject Property

Roads

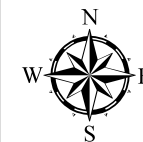
Parcels

Zoning Districts

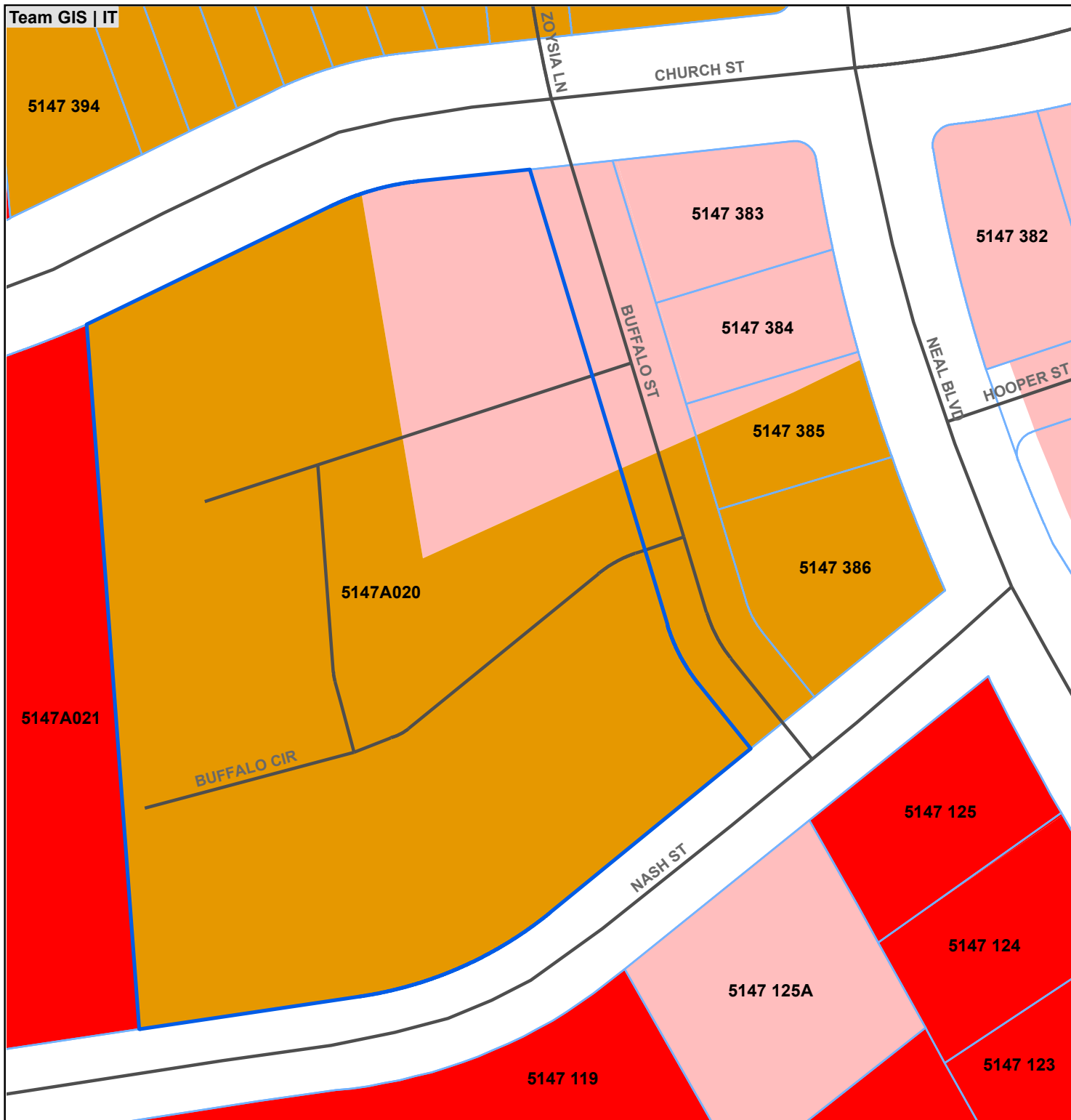
BG General Business

OI Office Institutional

RM-12 General Residence



0 30 60



WALKER
ANDERSON



390 BROGDON RD.,
SUWANEE, GA. 30024

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

SUB-DIVISION

UNITS #

RELEASED FOR CONSTRUCTION	
REVISED	

JOB NO. NA DRAWN GC

DATE 5/3/2021 CHECKED DB

SCALE: AS NOTED APROV. DB

FRONT ELEVATION

APPROVED BY : DAVID BOWEN

DATE:

SHEET NO.

A101-4

SHEET: XX OF: Page 69











LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: COUNCIL MEETING, MAY 24, 2021

AGENDA CATEGORY: NEW BUSINESS

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

Department: Planning and Development

Date of Meeting: Monday, May 24, 2021

Presented By: Todd Hargrave, Planning and Development Director

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

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

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

Attachments/Exhibits:

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

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

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

DEPARTMENT RECOMMENDATION: **DENIAL**

ZONING HISTORY:

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

PROJECT DATA:

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

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

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

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

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

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

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

CODE ENFORCEMENT

No comment

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

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

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

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

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

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

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

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

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

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

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

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

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

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS

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

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

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

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

2. To abide by the following site development considerations:

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

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

PLANNING AND DEVELOPMENT DEPARTMENT

RECOMMENDED CONDITIONS

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

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

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

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

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

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

12/1/2020

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

Dear City of Lawrenceville,

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

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

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

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

Sincerely,

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

BK53318 PG0495

FILED & RECORDED
CLERK SUPERIOR COURT
GWINNETT COUNTY, GA.

2015 JAN -5 PM 3:55

RICHARD ALEXANDER, CLERK

300055

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

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

LIMITED WARRANTY DEED

STATE OF GEORGIA

COUNTY OF GWINNETT

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

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

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

JOHN CONNOR COURT, LLC,
a Georgia limited liability company

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

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

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

0000906

8K53318 PG0496

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

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

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

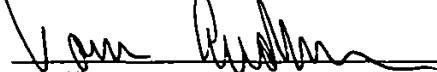
AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of Grantor and all others claiming by, through or under Grantor, but not otherwise.

[SIGNATURES BEGIN ON NEXT PAGE]

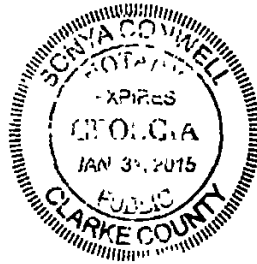
BK53318 PG0497

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

Signed, sealed and delivered
in the presence of:


Unofficial Witness


Notary Public

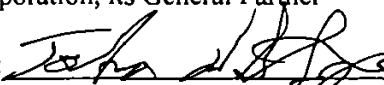


GRANTOR:

STEPHENS INDUSTRIES LP, a Georgia
limited partnership

By: 
John D. Stephens, General Partner

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

By: 
John D. Stephens, President

BK53318 PG0498

EXHIBIT "A"
LEGAL DESCRIPTION

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

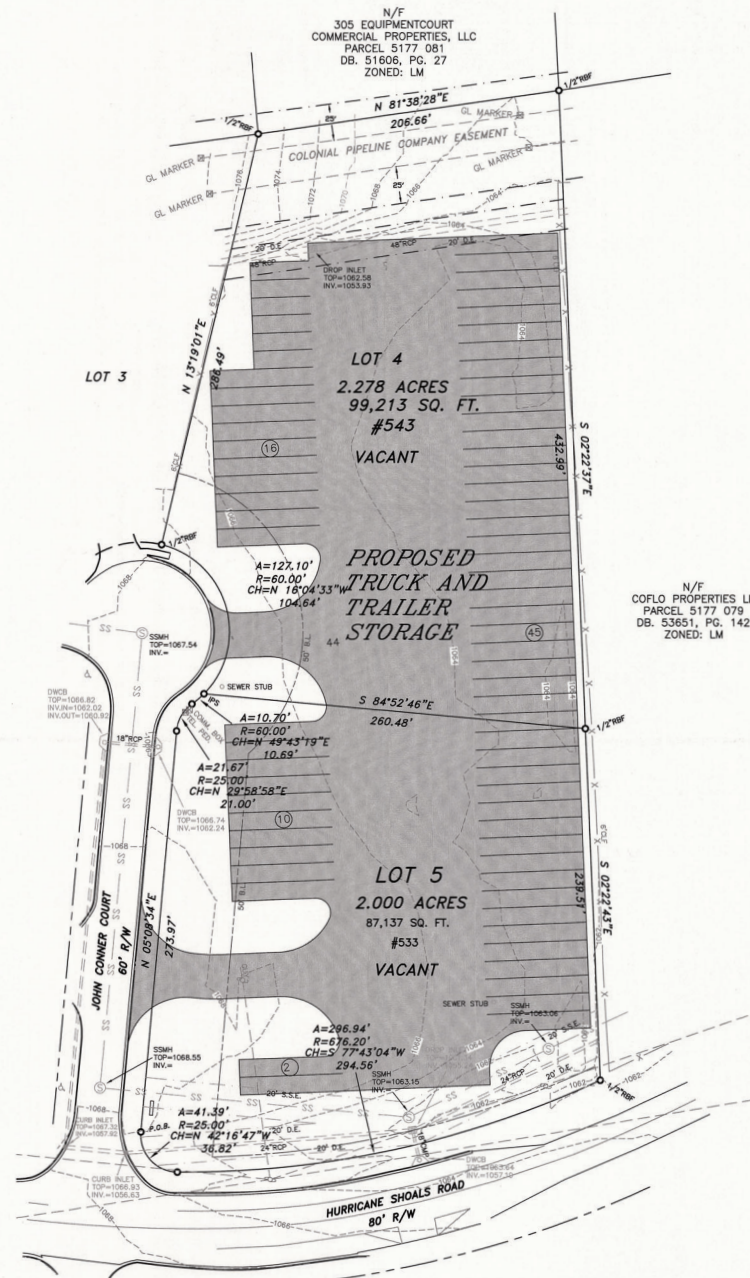
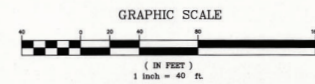
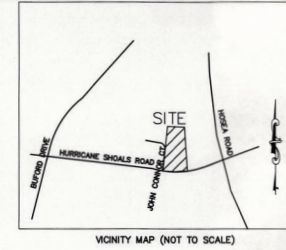


HOUSTON ENGINEERING, INC.
CONSULTING & DESIGN ENGINEERS
1404 VETERANS DRIVE, SUITE 3, CONTRA, GEORGIA 30012
PHONE (770)781-1280 FAX (770) 791-1281

Sheet Title
SIT EPLAN

AAA A-1 TRUCKING
JOHN CONNOR COURT
LAWRENCEVILLE, GEORGIA

Sheet No.
C-1



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

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

LAND LOTS 177

5TH DISTRICT

GRID NORTH
GEORGIA WEST ZONE

NOTES:

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

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

NOTES:

THE FIELD DATA USED TO CALCULATE THIS PLAT HAS A POSITIONAL TOLERANCE OF 0.07 FEET OR LESS.

TRAVERSE WAS NOT ADJUSTED

THE EQUIPMENT USED TO OBTAIN THE LINEAR AND ANGULAR MEASUREMENTS WAS

A SOKKA 6033 ROVER UNIT OPERATING ON THE EARL-DUDLEY RTK NETWORK WAS USED TO GATHER THE GPS DATA.

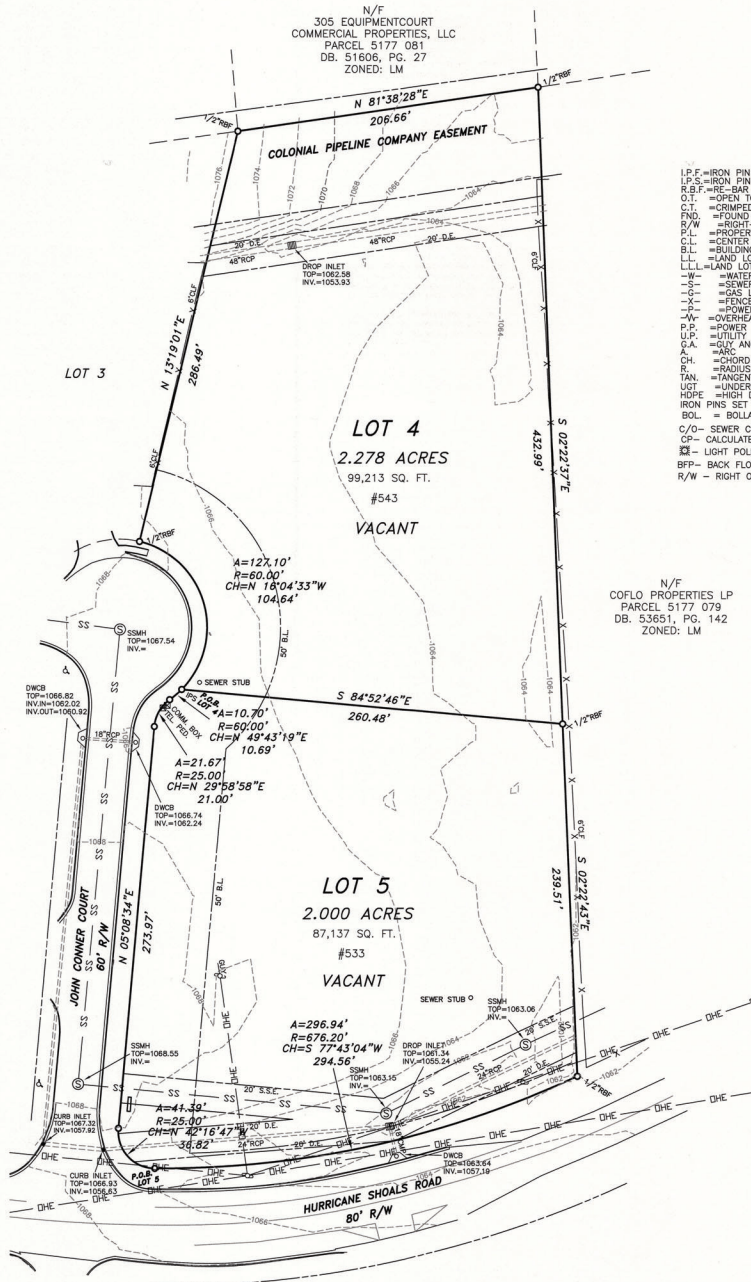
100% OF THE DATA WAS GATHERED USING GPS.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND HAS BEEN FOUND TO BE ACCURATE TO ONE FOOT IN 361,491 FEET.

NOTE:

ALL EASEMENTS, STRUCTURES, UTILITIES, ETC. THAT ARE UNDERGROUND ARE NOT SHOWN ON THIS PLAT. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS, AND/OR HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR ANY EASEMENTS, STRUCTURES, UTILITIES, ETC. THAT ARE UNDERGROUND WHICH MAY BE ENCOUNTERED

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS, OR ENTITY NAMED. USE DOES NOT EXTEND TO ANY UNNAMED PARTY WITHOUT EXPRESS CONSENT BY THE SURVEYOR NAMED S&P PARTY.



LEGEND

I.P.F. = IRON PIN FOUND
I.P.S. = IRON PIN SET
R.B.F. = RE-BAR FOUND
O.T. = OPEN TOP
C.T. = CRIMPED TOP
FND. = FOUND
R/W = RIGHT-OF-WAY
C.L. = CENTER LINE
B.L. = BUILDING LINE
L.L. = LAND LOT LINE
W.L. = WATER LINE
S. = SEWER LINE
G. = GAS LINE
F. = FENCE LINE
O.V. = OVERHEAD LINES
P.P. = POWER POLE
U.P. = UTILITY POLE
G.A. = GUY ANCHOR
A. = ARC
CH. = CHORD
R. = RADIUS
TAN. = TANGENT
UGT. = UNDERGROUND TELECOMMUNICATIONS LINE
HDPE = HIGH DENSITY POLYETHYLENE PIPE
IRON PINS SET ARE 1/2" RE-BARS UNLESS OTHERWISE NOTED.
BOL. = BOLLARD
C/O = SEWER CLEAN OUT
CP = CALCULATED POINT
☒ = LIGHT POLE (UG POWER FEED) OR SPOTLIGHT
BFP = BACK FLOW PREVENTER
R/W = RIGHT OF WAY

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



SURVEYOR CERTIFICATIONS

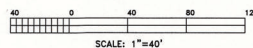
This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any changes to any real property boundaries. The recording information of the documents, maps, plats, or other instruments which created the parcel or parcels are stated herein. RECORDATION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

Grant A. Houston 11/30/2020
GRANT A. HOUSTON GA RLS #33340 DATE

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

1424 VETERANS DRIVE SUITE 3
CONYERS, GEORGIA, 30012
PH (770) 483-8471
FAX (770) 761-1261

MEMBER SURVEY & MAPPING SOCIETY OF
GEORGIA & N.S.P.S.



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

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

BOUNDARY & TOPOGRAPHIC SURVEY FOR

AAA A-1 TRANSPORTATION

LAND LOTS 177 5TH DISTRICT

GWINNETT COUNTY LAWRENCEVILLE, GEORGIA

SCALE 1" = 40' DATE 11/30/2020

REVISIONS:

Page 89

JOB NO.020-0104



LAWRENCEVILLE

GEORGIA

SPECIAL USE PERMIT APPLICATION

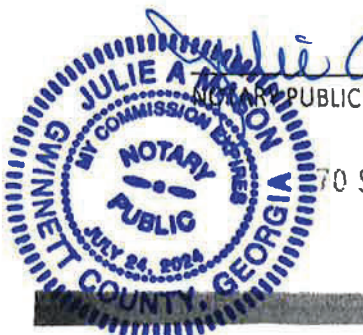
APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>Christopher Thomas</u>	NAME: <u>JOHN CONNOR COURT, LLC</u>
ADDRESS: <u>296 Buford Dr : PO Box 107</u>	ADDRESS: <u>305-A Equipment Court</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>GA</u> ZIP: <u>30046</u>	STATE: <u>GA</u> ZIP: <u>30046</u>
PHONE: <u>678 267 5643</u>	PHONE: <u>770-338-2620</u>
CONTACT PERSON: <u>Richard Thomas</u> PHONE: <u>678 267 5643</u>	
CONTACT'S E-MAIL: <u>a a a t r u c k i n g @ g m a i l . c o m</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>LM</u> ACREAGE: <u>2/2.26</u>	
PARCEL NUMBER(S): <u>5-177-066 / 5-177-065</u>	
ADDRESS OF PROPERTY: <u>533 + 543 John Connor Court Lawrenceville GA 30046</u>	
PROPOSED SPECIAL USE: <u>Truck Trailer, Re parking lot + Storage</u>	

[Signature] 1/13/21
SIGNATURE OF APPLICANT DATE

Christopher Thomas
TYPED OR PRINTED NAME

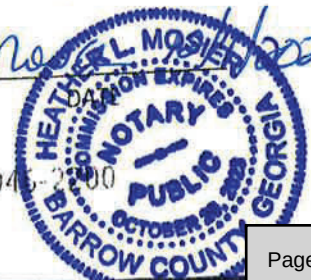
[Signature] 12/4/2020
SIGNATURE OF OWNER DATE

Scott A. Moon, manager
TYPED OR PRINTED NAME



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

[Signature]
NOTARY PUBLIC



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

678-267-0044



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

Y/N ☒ N

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

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

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

Y/N ☒ N

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

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

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



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

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

Signature of Applicant

Date

Christopher Thomas Co-Owner
 Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

NAME

TITLE

DATE

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

SUP 2021-00044



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

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

Signature of Applicant

Date

Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

NAME

TITLE

DATE



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



LAWRENCEVILLE

GEORGIA

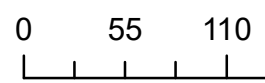
*The City of Lawrenceville
Planning & Development*

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

Applicant: Christopher Thomas

Legend

-  Subject Property
-  Roads
-  Parcels





LAWRENCEVILLE

GEORGIA

*The City of Lawrenceville
Planning & Development*

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

Applicant: Christopher Thomas

Legend

 Subject Property

 Roads

 Parcels

Zoning Districts

 LM Light Manufacturing



0 55 110

7012 117

5177 081

5177 060

5177 064

5177 065

5177 079

5177 062

JOHN CONNOR CT

5177 066

HURRICANE SHOALS RD

5177 001

5177 012



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: COUNCIL MEETING, MAY 24, 2021
AGENDA CATEGORY: PUBLIC HEARING

Item: FY 2022 Proposed Budget Public Hearing

Department: Finance

Date of Meeting: Monday, May 24, 2021

Fiscal Impact: All Funds Revenue: \$146,439,065.00 & All Funds Expense \$147,772,896.00

Presented By: Keith Lee, Finance Director

Action Requested: Public Hearing for the FY 2022 Budget

Summary: This is a public hearing for the Proposed FY 2022 Budget. The city is proposing a \$147,439,065.00 expense budget that includes one new full-time position and part-time court and City Hall security, funding for a utility maintenance, funding for road resurfacing and IT capital as well as other departments. The proposed budget includes an average increase of 3.4% for City Employees to be effective January 1, 2022.

The budget includes a 0.45 millage increase. The proposed millage increase was discussed and identified in the FY 2021 Budget Resolution. The increase was associated with seven positions from FY 2021 (Police and Streets).

There is not a budget for the Water Fund for FY 2022, due to the sale of the water assets in December of 2020 to Gwinnett County.

Concurrences: City Manager

Attachments/Exhibits: FY 2022 Proposed Budget
FY 2022 Proposed Budget Presentation
FY 2022 Budget Resolution & Attachments

RESOLUTION _____

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2022 FOR EACH FUND OF THE CITY OF LAWRENCEVILLE, APPROPRIATING THE AMOUNTS SHOWN IN THE FOLLOWING SCHEDULES FOR SELECTED FUNDS; ADOPTING THE ITEMS OF ANTICIPATED FUNDING SOURCES BASED ON THE ESTIMATED FISCAL YEAR 2022 REVENUES; AFFIRMING THAT EXPENDITURES IN EACH DEPARTMENT MAY NOT EXCEED APPROPRIATIONS; AND PROHIBITING EXPENDITURES FROM EXCEEDING ANTICIPATED FUNDING SOURCES.

WHEREAS, the Mayor and Council of the City of Lawrenceville ("Council") is the governing authority of said City; and

WHEREAS, the City Manager has presented a Proposed Budget which outlines the City's financial plan for said fiscal year which includes all projected revenues and allowable expenditures; and

WHEREAS, advertised public hearings have been held on the 2022 Proposed Budget, as required by State and Local Laws and regulations; and

WHEREAS, the Mayor and Council decrees that the Proposed 2022 Budget and changes presented in Attachment A shall in all cases apply to and control the financial affairs of City departments and all other agencies subject to the budgetary and fiscal control of the governing authority; and

WHEREAS, the Mayor and Council may authorize and enact adjustments and amendments to appropriations as to balance revenues and expenditures; and

WHEREAS, each of the funds has a balanced budget, such that Anticipated Funding Sources equal Proposed Expenditures;

NOW, THEREFORE, BE IT RESOLVED that this Budget is hereby adopted specifying the Anticipated Funding Sources for each Fund and making Appropriations for Proposed Expenditures to the Departments or Agencies named in each Fund as specified in Attachment A; and

BE IT FURTHER RESOLVED that Expenditures of any Operating Budget Fund shall not exceed the Appropriations authorized by this Budget Resolution and any Amendments thereto or Actual Funding Sources, whichever is less; and

BE IT FURTHER RESOLVED that all Expenditures of any Operating Budget Fund are subject to the policies as established by the Mayor and Council and City Manager; and

BE IT FURTHER RESOLVED that the Five-Year Capital Project Plan as specified in

Attachment B is accepted, as specified herein, with multiple-year project budgets as provided for in Official Code of Georgia Annotated Section § 36-81-3(b)(2); and

BE IT FURTHER RESOLVED that transfers of appropriations in any Fund among the various categories within a Department shall require only the approval of the City Finance Director so long as the total budget for each Department is not increased; and

BE IT FURTHER RESOLVED that the 2022 Budget shall be amended so as to adapt to changing governmental needs during the fiscal year as follows: Any increase in Appropriations in any Fund for a Department, whether through a change in Anticipated Revenues in any Fund or through a transfer of Appropriations among Departments, shall require the approval of the Mayor and Council, except in the following cases where authority is granted to:

I. The City Manager to:

- (a) set fee structures provided that they are not restricted by rate setting policies and agreements approved by the Mayor and Council;
- (b) transfer funds from Department budgets to establish Capital Projects for amounts matching the City Procurement Ordinance City Manager authorization;
- (c) transfer funds within a capital project from fund or program contingencies and/or savings in existing projects to establish new projects for amounts matching the City Procurement Ordinance City Manager authorization;

II. The City Finance Director to:

- (a) allocate funds to the appropriate Department from insurance proceeds and/or from the Casualty and Liability Insurance fund for the replacement or repair of damaged equipment items within existing approved policies and procedures;
- (b) allocate funds to the appropriate Department or Agency or Fund from insurance proceeds and/or from the Worker's Comp and/or Health Insurance funds for the payment of claims as approved by the appropriate adjusting third party management company;
- (c) allocate funds from the established contingency to the appropriate Department or Agency for required expenses as approved by Mayor and Council;
- (d) allocate funds from Non-Departmental contingencies and reserves to

cover existing obligations/expense in accordance with the intent and actions of the Mayor and Council; however, in no case shall appropriations exceed actual available funding sources; allocate funds from established reserves for leave balances at retirement; transfer funds resulting from salary savings or transfer balances resulting from under expenditures in operating accounts into contingencies or reserves;

- (e) authorize preparation and submission of applications for grant funding; however, acceptance of all grant awards is subject to the approval of the Mayor and Council
- (f) adjust revenue and appropriation budgets to capital projects as necessary to incorporate grant awards previously approved by the Mayor and Council;
- (g) adjust revenue and appropriation budgets to incorporate collected revenue for confiscated assets as approved by Mayor and Council;

BE IT FURTHER RESOLVED that such amendments shall be recognized as approved changes to this resolution in accordance with O.C.G.A. 36-81-3. These authorities for transfers of appropriations shall not be used as an alternative to the normal budget process and are intended to be used only when necessary to facilitate the orderly management of projects and/or programs; transfers approved under these authorities may not be used to change the approved scope or the objective of any capital project; and

BE IT FURTHER RESOLVED that the compensation for city appointments by the Mayor and Council to the various Boards and Authorities have been set. This does not preclude any department from reimbursing those members for actual expenses incurred in the performance of duty as approved by law or City Ordinance or Policy; and

BE IT FURTHER RESOLVED that the budget authorizes the City Manager to implement average salary increase of 3.4% on or after January 1, 2022; and

BE IT FURTHER RESOLVED that one new full-time Maintenance Technician position and part-time staff in the Police Department for Court and City Hall Security. These positions are authorized as of July 1, 2022; and

BE IT FURTHER RESOLVED that the City Council hereby approves allocated positions as outlined in Attachment C and shall approve increases in total City authorized positions. Vacant positions and associated budget may be reallocated within the same Department or reassigned to another Department and filled authorized positions and associated budget may be reassigned at the same grade level between Departments

with authorization of the City Manager. All changes are authorized within the pay and classification plan and the City Manager is authorized to approve changes in individual salaries in conformity with the adopted plan and existing City policies.

IT IS SO RESOLVED THIS _____ day of _____, 2021

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk

Proposed Budget:

Fund	Department	FY 2022
100 - GENERAL FUND		
	110 - LEGISLATIVE	\$224,627
	132 - CITY MANAGER	\$2,871,264
	133 - CITY CLERK	\$412,500
	150 - FINANCE	\$3,176,096
	151 - PURCHASING	\$207,442
	153 - DATA PROCESSING	\$3,086,332
	154 - HUMAN RESOURCES	\$1,807,843
	157 - ENGINEERING	\$486,720
	160 - COMMUNITY RELATIONS	\$3,398,610
	265 - COURT	\$923,868
	320 - POLICE	\$10,734,501
	410 - PUBLIC WORKS	\$2,079,179
	420 - STREETS	\$1,826,247
	498 - DAMAGE PREVENTION	\$1,385,631
	741 - PLANNING & DEVELOPMENT	\$1,052,568
100 - GENERAL FUND Total		\$33,673,428
210 - CONFISCATED ASSETS-FEDERAL		\$0
211 - CONFISCATED ASSETS-LOCAL		\$337,821
215 - 911 FUND		\$1,159,757
275 - HOTEL/MOTEL TAX FUND		\$275,000
280 - RENTAL MV EXCISE TAX FUND		\$90,000
355 - CAPITAL PROJECTS FUND		\$4,206,864
510 - ELECTRIC FUND OPERATING		\$38,307,400
511 - ELECTRIC FUND CAPITAL		\$3,080,000
515 - GAS FUND OPERATING		\$45,456,500
516 - GAS FUND CAPITAL		\$3,107,700
540 - SOLID WASTE FUND OPERATING		\$2,443,860
541 - SOLID WASTE FUND CAPITAL		\$0
555 - L'VILL PERFORMING ARTS CENTER		\$1,000,000
560 - STORMWATER FUND OPERATING		\$2,360,675
561 - STORMWATER FUND CAPITAL		\$1,827,469
610 - GROUP HEALTH FUND		\$7,500,000
615 - WORKERS COMPENSATION FUND		\$342,100
620 - FLEET SERVICE FUND		\$1,910,432
625 - RISK MANAGEMENT FUND		\$693,890
Grand Total		\$147,772,896

Description			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
			07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2024 - 06/2025	07/2025 - 06/2026	07/2026 - 06/2027
General Fund								
GCPs Arts Conservatory	Admin							
Honest Alley Improvements	Admin		\$100,000					
Land at Lawn / Parking at FBC	Admin							
Upgrade Backup System for City Hall Network	IT		\$0	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000
GIS Strategic Plan & Implementation	IT		\$0	\$198,000	\$113,000			
Upgrade Financial/ERP Systems	Revised	IT	\$249,656					
Fleet Management Software	Revised	IT	\$22,000	\$23,100	\$24,255	\$25,468	\$26,741	\$28,078
Police Department Phone System	New	IT	\$75,000					
Upgrade GwMA Conference Room to "Zoom Room"	New	IT	\$0					
Migrate to Office 365	New	IT	\$71,716	\$56,716	\$56,716	\$56,716	\$56,716	\$56,716
Penetration Testing for City & PD Networks	New	IT	\$50,700					
Network & Security Upgrades	New	IT	\$200,000	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Planning & Development Software	New	IT	\$100,000					
Security Camera System (150 cams)	New	IT	\$175,000					
Police Department - UPS System	New	IT	\$72,750					
Police/E911 - Upgrade Dispatch Recording System	New	IT	\$28,500					
Tourism Website Upgrade	New	IT	\$0					
Digital Signage	New	IT	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Downtown Kiosk Signs	New	Communications	\$50,000					
Art Commission Projects	New	Communications	\$250,000					
Speed Detection Devices (LIDAR)		Police		\$2,100	\$2,100	\$2,100	\$2,100	
Speed Detection Devices (RADAR)		Police		\$8,849	\$8,849	\$8,849	\$8,849	
Body Armor		Police		\$9,000	\$9,000	\$9,000	\$9,000	
Taser		Police		\$11,000	\$11,000	\$11,000	\$11,000	
Primary Pistols Weapons		Police		\$3,225	\$3,225	\$3,225	\$3,225	
Backup Pistol Weapons		Police		\$3,225	\$3,225	\$3,225	\$3,225	
Police Radios		Police	\$71,142	\$185,705	\$69,650	\$69,650	\$69,650	
CCTV Video Cameras for PD Building		Police		\$9,000	\$9,000	\$9,000	\$9,000	
Body Worn Camera Replacements		Police		\$36,075	\$36,075	\$36,075	\$36,075	
Facilities - HVAC Upgrades (Citywide)	New	PW	\$108,000	\$108,500	\$112,000	\$80,000	\$80,000	\$80,000
Facilities - Exterior Maintenance (Citywide)	New	PW	\$51,000	\$46,000				
Faciliites - Interior Maintenance (Citywide)	New	PW	\$100,000	\$50,000				
Downtown S/W/Brick Impr/Repair		PW		\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Sidewalk Maintenance and Infill		PW	\$50,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Street Resurfacing		Streets	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000	\$1,130,000
Zero turn mowers	New	Streets	\$18,000	\$9,000				
Enclosed landscape trailers for mowing crews	New	Streets	\$7,000	\$7,000				
Wood Grinder at Mulch Yard (replacement)	New	Streets			\$950,000			
Rubber tire Tractor	New	Streets				\$65,000		
Car reprograming equipment	New	Fleet	\$9,000					
Tig Welder	New	Fleet	\$3,000					
5 yard metal rolling dumpster	New	Fleet	\$3,200					
Tire Balancing Machine	New	Fleet	\$4,200					
Tire Mounting Machine	New	Fleet	\$7,000					
A frame Crane	New	Fleet		\$4,500				
Hoist for A Frame Crane	New	Fleet		\$13,000				
Lawn Mower Cross Beams	New	Fleet		\$1,500				
Saddale Jacks	New	Fleet		\$5,000				
Metal Brake	New	Fleet			\$8,000			
Metal Shear	New	Fleet			\$8,000			
Drive on lift	New	Fleet			\$20,000			
Drive on lift	New	Fleet				\$20,000		
Hydraulic line machine- Gates	New	Fleet					\$2,000	
Vehicle Replacement Program		Fleet	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	
			\$4,206,864	\$3,548,495	\$4,202,095	\$3,157,308	\$3,075,581	\$1,722,794

Description			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
			07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2024 - 06/2025	07/2025 - 06/2026	07/2026 - 06/2027
Confiscated Assets								
Speed Detection Devices (LIDAR)	Police		\$2,100					
Speed Detection Devices (RADAR)	Police		\$8,849					
Body Armor	Police		\$9,000					
Taser	Police		\$11,000					
Primary Pistols Weapons	Police		\$3,225					
Backup Pistol Weapons	Police		\$3,225					
Police Radios	Police		\$152,752					
CCTV Video Cameras for PD Building	Police		\$9,000					
Interdev Unitrends	Police		\$55,420					
Body Worn Camera Replacements	Police		\$83,250					
			\$337,821	\$0	\$0	\$0	\$0	\$0
Electric Fund								
Overhead Maintenance	Revised	Electric	\$390,000	\$420,000	\$420,000	\$420,000	\$420,000	\$420,000
Infrastructure Improvements	Revised	Electric	\$530,000	\$690,000	\$355,000	\$355,000	\$715,000	\$215,000
Underground Maintenance	Revised	Electric	\$790,000	\$990,000	\$590,000	\$590,000	\$490,000	\$490,000
New Services (Reimbursable)	Revised	Electric	\$1,190,000	\$750,000	\$400,000	\$400,000	\$400,000	\$400,000
Equipment (New and Replacement)	Revised	Electric	\$180,000	\$60,000	\$40,000	\$75,000	\$0	\$0
			\$3,080,000	\$2,910,000	\$1,765,000	\$1,765,000	\$2,025,000	\$1,525,000

Attachment B
Capital Projects

Description			FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
			07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2024 - 06/2025	07/2025 - 06/2026	07/2026 - 06/2027
Gas Fund								
Meter Change-Outs		Gas	\$85,000	\$294,300	\$557,700	\$557,700	\$204,500	\$204,500
New Mains & Services	Revised	Gas	\$1,446,700	\$1,389,300	\$1,430,700	\$1,473,000	\$1,517,600	\$1,557,700
Pressure Improvements	Revised	Gas	\$182,000	\$1,140,000	\$822,000	\$609,000	\$2,870,000	\$980,000
Steel Replacement	Revised	Gas	\$797,000	\$965,000	\$285,000	\$223,000	\$327,000	\$2,110,000
Plastic Replacement	Revised	Gas	\$565,000	\$683,600	\$261,000	\$275,000	\$500,000	\$300,000
Gas Flow Comp Change Out for Transco Stations	Revised	Gas	\$0					
Cedars Rd to Sugarloaf DOT Project #13895	New	Gas		\$1,578,800				
New Vehicle	New	Gas	\$32,000					
Rectifier Replacements		Gas		\$25,000	\$25,000			
Ground Bed Updates		Gas		\$65,000	\$65,000			
Hurricane Shoals @ Hwy 316 DOT Project #13893	New	Gas		\$2,176,400				
Excavator Replacement		Gas			\$75,000			
CNG Station Rehab/CNG Trailer		Gas			\$350,000			
Case Backhoe Replacement		Gas				\$75,000		
Tencher (Replacement)		Gas				\$120,000		
Station Valve Instillation		Gas				\$350,000		
ERT Replacement		Gas				\$400,000		
Series 3 Snap Prover	New	Gas						\$70,000
TD Williams Tapping Equipment	Revised	Gas						\$90,000
Regulator Station Upgrades	New	Gas						\$650,000
			\$3,107,700	\$8,317,400	\$3,871,400	\$4,082,700	\$5,419,100	\$5,962,200
Solid Waste Fund								
Standardized Garbage Cans for Residential		Solid Waste						
			\$0	\$0	\$0	\$0	\$0	\$0

Attachment B
Capital Projects

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2024 - 06/2025	07/2025 - 06/2026	07/2026 - 06/2027
Storm Water Fund						
Storm Water MaintenanceStormwater	\$1,827,469	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000
New Position Vehicle for Stormwater (1)Stormwater						
	\$1,827,469	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000	\$1,900,000
Fleet Fund						
Fleet Services						
	\$0	\$0	\$0	\$0	\$0	\$0
	\$12,222,033	\$16,675,895	\$11,738,495	\$10,905,008	\$12,419,681	\$11,109,994

Attachment B
Capital Projects

Description	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027
	07/2021 - 06/2022	07/2022 - 06/2023	07/2023 - 06/2024	07/2024 - 06/2025	07/2025 - 06/2026	07/2026 - 06/2027
Total Capital	\$12,222,033	\$16,675,895	\$11,738,495	\$10,905,008	\$12,419,681	\$11,109,994
General	\$3,005,199	\$3,194,279	\$2,994,379	\$2,882,592	\$2,883,865	\$1,533,078
SPLOST	\$1,300,000	\$0	\$0	\$0	\$0	\$0
SPLOST Joint	\$0	\$0	\$0	\$0	\$0	\$0
Electric	\$3,080,000	\$2,910,000	\$1,805,000	\$1,840,000	\$2,025,000	\$1,525,000
Gas	\$3,075,700	\$4,562,200	\$3,871,400	\$4,082,700	\$5,419,100	\$5,892,200
Solid Waste	\$0	\$0	\$0	\$0	\$0	\$0
Storm Water	\$0	\$0	\$0	\$0	\$0	\$0
Fleet Services	\$0	\$0	\$0	\$0	\$0	\$0

		FY 2022		FY 2021		FY 2020	
	General Fund	Full-Time	Part-Time	Full-Time	Part-Time	Full-Time	Part-Time
100	City Manager	3	1	3	1	3	1
100	Clerk	2		2		2	
100	Communications	6		6		5	
100	Damage Prevention	13		13		14	
100	Engineering	3		3		3	
100	Finance	10	1	10	1	12	1
	Customer Service	10		10		6	
	Meter (Field Customer Service)	8		8		8	
100	Human Resources	4		4		3	
100	IT/Data Processing	14		14		10	
100	Court	7		7		7	
100	Police	89		89		85	
100	Purchasing	2		2		2	
100	Public Works	4		3		6	
100	Planning & Development	10		10		13	
100	Street	21		22		19	
	Total 100 Fund	206	2	206	2	198	2
	E-911 Fund						
215	E-911	13		13		13	
	Water Fund						
505	Water	0		9		9	
	Electric Fund						
510	Electric	18		18		17	
	Gas Fund						
515	Gas	42		42		43	
	Solid Waste Fund						
540	Sanitation	11		11		12	
	Stormwater Fund						
560	Stormwater	2		2		1	
	Fleet Fund						
620	Fleet	8		8		8	
	Total FTE's	300	2	309	2	301	2

New Postions:

Public Works (Full-Time)
Police (Part-Time)

1



FY 2022 Proposed Budget

May 24, 2021

Agenda

- **Overview**
- **Personnel**
 - **Proposed Salary Adjustments**
 - **New Positions**
- **Changes at the Fund Level**
- **Capital Projects**



FY 2022 Highlights

- Funding includes:
 - New Funding for Lawrenceville Performing Arts Center (New Fund)
 - New Funding for Art Commission Projects
 - Increase in Funding for Maintenance and Upgrades for Gas System
 - Increase in Funding for Maintenance and Upgrades for Electric System
 - Increase in Funding to Maintain or Improve City Services
 - IT Funding for Software and Network improvements
 - Equipment for Fleet Services
 - Maintenance and Repair of City Facilities



Personnel – Salary Adjustments

- Proposed FY 2022 Salary Adjustments
 - Salary Increases 3.4%
 - Based the Atlanta MSA Wage and Salary increases over the last 12 months as reported by the US Department of Labor and Statistics
 - Implementation January 1, 2022



Personnel – New Positions

- Proposed five new positions
 - 4 Police Officers (Part-time) – General Fund
 - Support Court Operations
 - Frees up Full-Time Officers for Patrol
 - 1 Maintenance Tech (Full-time) – LPAC Fund (new)
- Proposed budget includes operating and capital requests to support new positions



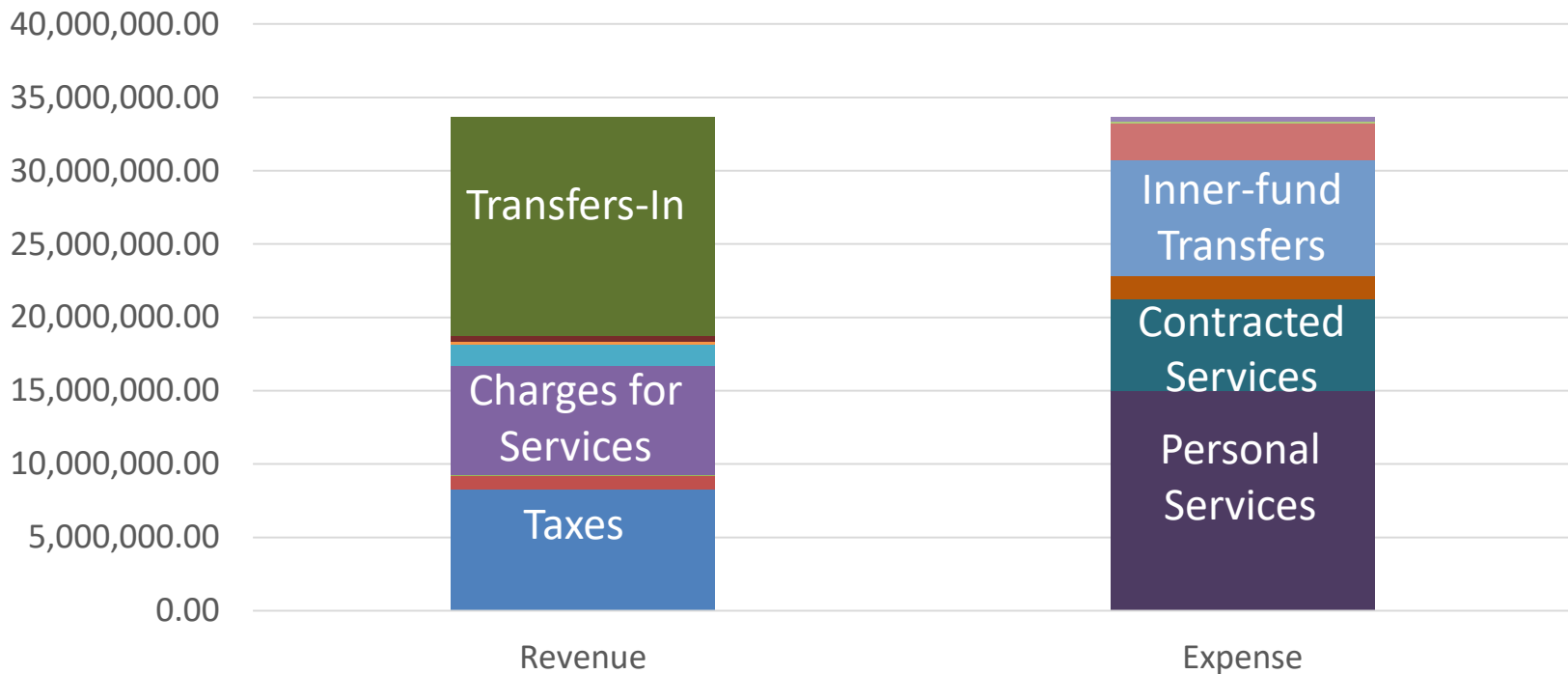
FY 2021 Overview

Fund	Revenue	Expense	Net
100 - GENERAL FUND	(\$33,673,428)	\$33,673,428	\$0
210 - CONFISCATED ASSETS-FEDERAL	(\$51,100)	\$0	(\$51,100)
211 - CONFISCATED ASSETS-LOCAL	(\$31,000)	\$337,821	\$306,821
215 - 911 FUND	(\$1,159,757)	\$1,159,757	\$0
275 - HOTEL/MOTEL TAX FUND	(\$275,000)	\$275,000	\$0
280 - RENTAL MV EXCISE TAX FUND	(\$90,000)	\$90,000	\$0
355 - CAPITAL PROJECTS FUND	(\$4,206,864)	\$4,206,864	\$0
510 - ELECTRIC FUND OPERATING	(\$38,307,400)	\$38,307,400	\$0
511 - ELECTRIC FUND CAPITAL	(\$3,080,000)	\$3,080,000	\$0
515 - GAS FUND OPERATING	(\$45,456,500)	\$45,456,500	\$0
516 - GAS FUND CAPITAL	(\$3,107,700)	\$3,107,700	\$0
540 - SOLID WASTE FUND OPERATING	(\$1,365,750)	\$2,443,860	\$1,078,110
541 - SOLID WASTE FUND CAPITAL	\$0	\$0	\$0
555 - L'VILLE PERFORMING ARTS CENTER (new)	(\$1,000,000)	\$1,000,000	\$0
560 - STORMWATER FUND OPERATING	(\$2,360,675)	\$2,360,675	\$0
561 - STORMWATER FUND CAPITAL	(\$1,827,469)	\$1,827,469	\$0
610 - GROUP HEALTH FUND	(\$7,500,000)	\$7,500,000	\$0
615 - WORKERS COMPENSATION FUND	(\$342,100)	\$342,100	\$0
620 - FLEET SERVICE FUND	(\$1,910,432)	\$1,910,432	\$0
625 - RISK MANAGEMENT FUND	(\$693,890)	\$693,890	\$0
Grand Total	(\$146,439,065)	\$147,772,896	\$1,333,831



General Fund

- \$33,673,428 Proposed Expenditure Budget





General Fund

	Revenue	Expense	
31 - Taxes	8,284,500	14,997,258	51 - Personal Services
32 - Licenses & Permits	926,200	6,273,060	52 - Contracted Services
33 - Intergov Revenues	11,000	1,534,895	53 - Supplies
34 - Charges for Services	7,444,835	7,953,166	55 - Interfund Charges
35 - Fines & Forfeitures	1,484,600	2,511,992	57 - Other Costs
36 - Investment Income	175,000	93,550	58 - Debt Service
37 - Contributions	0	309,507	61 - Other Financing Uses
38 - Miscellaneous	426,633		
39 - Other Financing	14,920,660		
	\$33,673,428	\$33,673,428	



General Fund - Revenue

- \$33,673,428 Proposed Revenue Budget
 - Includes 14.7% projected growth in property tax
 - Millage increase for public safety – 0.45 mills
 - Was identified in FY 2021
 - » **BE IT FURTHER RESOLVED** that seven new positions including four (4) police officers and three (3) street maintenance crew workers with associated operating and capital costs are approved. These positions are authorized as of January 1, 2021. The anticipated millage increase to fund these positions for FY 2022 is .45 mils; and
 - Requires an advertisement for property tax increase by state law
 - Additional revenue of \$435,000
 - Digest Growth 5% - \$73,000
 - MV Title Ad Valorem Tax increase of \$200,000(25%)
 - Enterprise Fund Indirect Cost \$6,423,035



General Fund - Expenses

- \$33,673,428 Proposed Budget
 - \$1,433,804 Payment to DDA (2020 Bonds)
 - \$1,000,000 Contingency
 - \$840,000 Retiree Group Health



General Fund Balance

		Amount
FY 2021 Projected Ending Fund Balance		\$11,365,030
FY 2022 Use of Fund Balance		<u>-\$0</u>
FY 2022 Projected Ending Fund Balance		\$11,365,030
FY 2021 General Fund Fund Balance Policy Minimum		\$8,408,110
Funds Above Policy		\$2,956,920



Water Fund

- Water Distribution System sold to Gwinnett County's Department of Water – December 2020
 - Residual cash will be transferred to General Fund in FY 2021
 - Remaining assets will be transferred to the General Fund in FY 2021
- No Budget For FY 2022



Electric Fund

- \$38,307,400 Proposed Budget
 - Final year of Base Rate Changes
 - Additional \$3 per month on the base rate – January 2022
- Fund Transfers Out
 - \$3,080,000 Electric Capital
 - \$7,227,890 General Fund (Operating)
 - Does not include Indirect Costs



Gas Fund

- \$45,456,500 Proposed Budget
 - Second Year of Increase to Base Rate \$1 per month – September 2021
- Fund Transfers Out
 - \$3,107,700 Gas Capital
 - \$3,906,864 General Fund Capital
 - \$7,592,770 General Fund Operating
 - Does not include Indirect Costs
 - \$300,000 Solid Waste Fund



Storm Water Fund

- \$2,360,675 Proposed Budget
- Fund Transfers Out
 - \$1,827,469 for Stormwater Capital

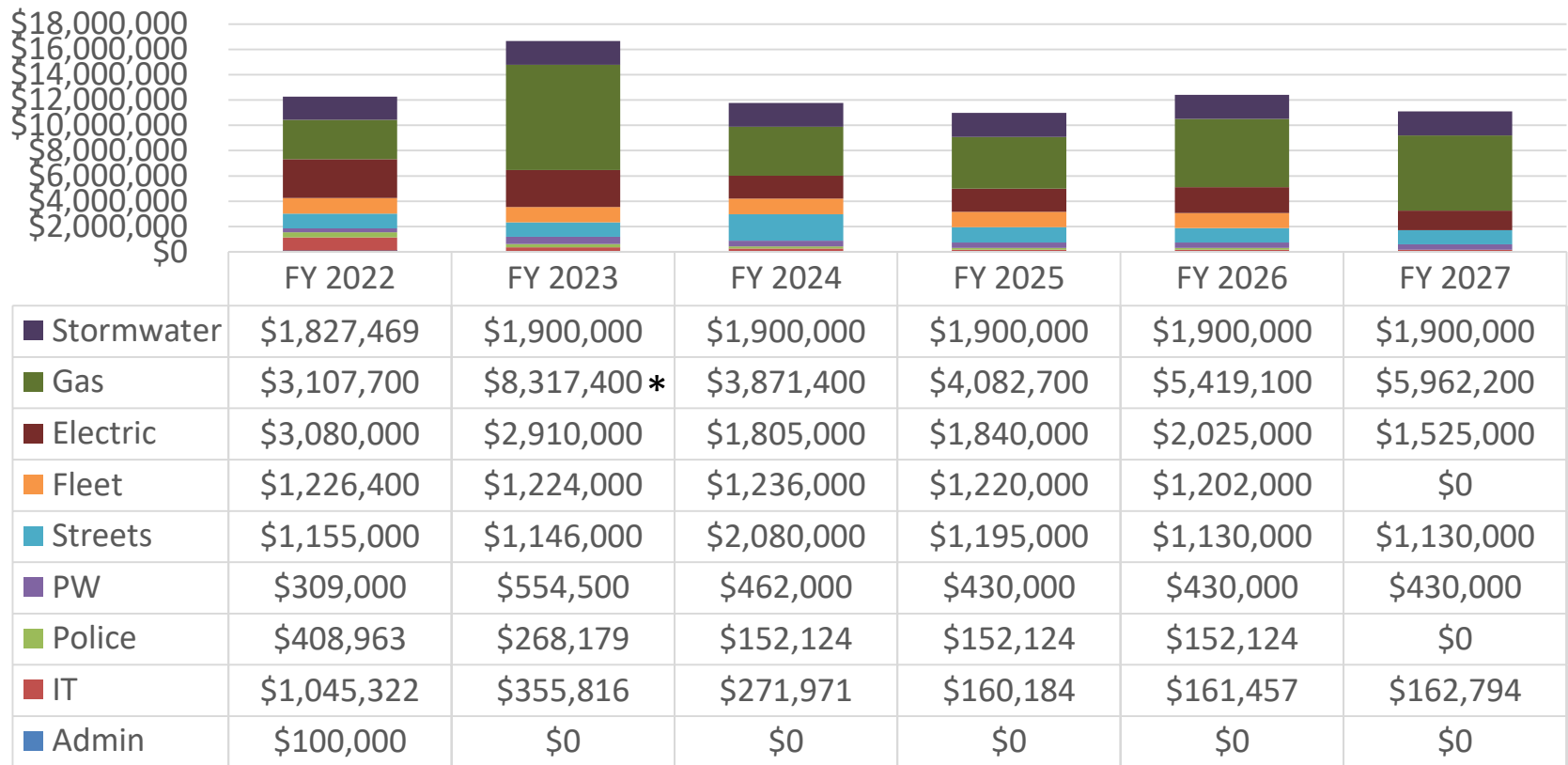


Solid Waste & Recycling Fund

- \$1,078,110 Budget Deficit
 - \$300,000 Transfer-in from Gas Fund
- Evaluate Rates For FY 2022
 - April 26 Budget Work Session
 - Commercial Rates
 - Residential Rates



Projected Budgets - Capital



* 2 Large Gas Improvements Due to SR 316 GDOT Projects – anticipate funding from GDOT



Capital Projects

- \$12,222,033 Proposed Budget
- Highlights
 - \$1,130,000 Street Resurfacing
 - \$1,045,322 for IT Projects
 - (Network Upgrade, ERP System, etc.)
 - \$250,000 Arts Commission Projects



Capital Projects

- \$12,222,033 Proposed Budget
- Highlights
 - \$3,080,000 for Electric Projects
 - (Overhead & Underground Maintenance, Improvements, etc.)
 - \$3,107,700 for Gas Projects
 - (New Mains and Services, Meter Replacement, etc.)
 - \$1,827,469 Storm Water
 - (Storm Water Maintenance)



Upcoming Dates

MAY 2021

- Monday, 24: 1st Public Budget Hearing (7pm)

JUNE 2021

- Wednesday, 9: 3rd Council Budget Work
day(3pm)
- Wednesday, 9: 2nd Public Budget Hearing (5pm)
- Monday, 21: Adopt Budget at Council Meeting
(7pm)



LAWRENCEVILLE
GEORGIA

14.

Questions & Public Hearing



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION MAY 24, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item: View Point Co-Responder

Department: Police Department

Date of Meeting: Monday, May 24, 2021

Fiscal Impact: TBD

Presented By: Tim Wallis, Police Chief

Action Requested: Approve an agreement with View Point Health for them to provide licensed clinicians to assist the Lawrenceville Police Department with mental health calls for service and Authorize the Mayor to execute the agreement upon review and approval of the City Attorney.

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

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

Fiscal Impact: TBD

Concurrences: Executive Staff is in agreeance.

Attachments/Exhibits:
Power Point Presentation



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

May 2021



What are we proposing?

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

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



Variables That are Unique To The City of Lawrenceville:

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



Why are we doing this?

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

The reduction ultimately allows municipalities to redirect resources.



What are we calling this?

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

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



How much is this going to cost?

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

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



Timeline & Funding

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



LAWRENCEVILLE
GEORGIA

Questions/Comments?



LAWRENCEVILLE

GEORGIA

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

Item:	Approve the First Amendment to an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the due date for a hotel loan originally approved August 12, 2020
Department:	City Manager
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	\$2,400,000.00 loan extended until December 31, 2021
Presented By:	Barry Mock, Assitant City Manager
Action Requested:	Approve the First Amendment to an Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville, GA for the extension of the due date for a hotel loan originally approved August 12, 2020

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

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

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

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

Hotel Loan

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R.. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY
OF LAWRENCEVILLE, GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MAY 24, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

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

Department: City Clerk

Date of Meeting: Monday, May 24, 2021

Fiscal Impact: TBD

Presented By: Karen Pierce, City Clerk

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

Attachments/Exhibits:
Municipal Election IGA

STATE OF GEORGIA

COUNTY OF GWINNETT

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

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

WITNESSETH

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

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

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

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

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

(1) Conduct of City Election

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

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

(2) Term of Agreement

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

(3) Duties and Responsibilities

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

(a) City

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

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

(b) Board and/or Elections Supervisor

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

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

(4) Costs

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

(5) Legal Responsibilities

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

(6) Miscellaneous

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

City: _____

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

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

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

City of _____:

By: _____, Mayor

Attest:

City Clerk, Seal

Gwinnett County Board of Registrations and Elections:

By: Alice O' Lenick, Chair

Attest:

Kristi L. Royston, Elections Supervisor



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MAY 24, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Subrecipient Agreement with Gwinnett County for Use of Community Development Block Grant Funds (CDBG) for Paper Mill Road Improvements
Department:	City Manager
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	TBD
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approve Subrecipient Agreement with Gwinnett County for Use of Community Development Block Grant Funds (CDBG) for Paper Mill Road and authorize the Mayor to execute the documents subject to review and approval of the City Attorney.

Attachments/Exhibits:

Subrecipient Agreement

STATE OF GEORGIA
COUNTY OF GWINNETT

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

Between

GWINNETT COUNTY *and*
City of Lawrenceville, Georgia

Federal Fiscal Year 2021 Funds

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

A. Financial Record Keeping

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

B. Programmatic Record-Keeping/Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

B. Change in Real Property Status

1. Sale of Property

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

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

2. Change in Use of Property

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

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

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

- (10) The lease must contain an indemnification statement, as specified by the County.
 - (11) The lease must contain a statement as to governance, performance, and enforcement under the laws of the State of Georgia.
 - (12) The lease may contain special conditions unique to the specific lessor/lessee circumstances or unique to the specific property(s) and/or structure(s).
- E. If the Subrecipient wishes to carry out its CDBG-assisted activity on real property(s) and/or in a structure(s) which is owned neither by the Subrecipient nor by the County, a long-term lease [minimum fifteen (15) years] must be executed which meets the standards specified in Section 18(d), above. Prior to the execution of the said lease, the County must approve the form and content of the Lease Agreement to ensure compliance with the terms of this Agreement.
 - F. Private non-profit Subrecipient organizations must also execute a real property use document(s) with the County. Such document(s) provides the County with a mechanism to ensure its fiduciary interest in the property(s) and/or structure(s) for which the County provided CDBG funds to the private non-profit organization via this Agreement.

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

19. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities, and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 98-502], as amended by the Single Audit Act Amendments of 1996 [P.L. 104-156], requires that States, local governments and nonprofit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget. Subrecipient entities must have their audits prepared consistent with the requirements of 2 CFR 200.500 – 200.513. If a Subrecipient's expenditures trigger the requirement to prepare a Single Audit, three (3) copies of the audit must be submitted to the County not later than six (6) months following the final date of the Subrecipient's fiscal year that is the subject of the audit.

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

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

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

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

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

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

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

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

21. Faith-based activities

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

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

22. Recognition of CDBG Program Funding from Gwinnett County

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

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

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

23. Conflict of Interest

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

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

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

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

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

24. Investment Efficiency Reporting

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

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

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

FOR City of Lawrenceville, Georgia:

Signature

David R. Still/Mayor

Name / Title

Signature Date

[Impress Corporate Seal Here]

ATTEST:

Signature

Karen Pierce/ City Clerk

Name / Title

Signature Date

Date Approved: Subrecipient Governing Body

Date of Approval

FOR GWINNETT COUNTY:

Signature

Buffy Alexzulian, Director of Financial Services

Gwinnett County Department of Financial Services

Name / Title

Signature Date

Signature

Eryca Fambro, Director of Community Development

W. Frank Newton, Inc.

Gwinnett County CDBG Program Management Firm

Name / Title

Signature Date

ATTEST:

Signature

Diane Kemp, County Clerk, Gwinnett County

Name / Title

Signature Date

Approved: Board of Commissioners

Per Minutes Dated November 17, 2021

[See Also Attached Exhibit(s)]

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

RESOLUTION OF THE GOVERNING BOARD
City of Lawrenceville, Georgia

18.

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

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

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

Date of Governing Board Action

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

Certified as accurate and true:

Signature – Name / Title

Signature Date

[IMPRESS CORPORATE SEAL HERE]

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

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

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

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

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

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

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

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

[CDBG CERTIFICATION SIGNATURE PAGE – PROVIDED ON NEXT PAGE]

COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

SUBRECIPIENT SIGNATURE PAGE

SIGN:

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

David R. Still

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

Mayor

Title

Signature Date

ATTEST:

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

Karen Pierce

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

City Clerk

Title

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification - Paragraph n

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

B. Drug-Free Workplace Certification - Paragraph o

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2 SCOPE OF SERVICES

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

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

ACTIVITY DESCRIPTION

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

Activity Description

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

General Requirements

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

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

Reimbursement Process

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

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

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

GWINNETT COUNTY CDBG INVESTMENT EFFICIENCY REPORTING

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

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

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

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

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

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

New Individuals or Households Served This Month

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

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

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

3. Number of <u>New</u> Female-Headed Households Served This Month	
--	--

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

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

MONTHLY INVESTMENT EFFICIENCY REPORT

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

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

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

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

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

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

Submit to:

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

Print Name/Position (Subrecipient)

Signature

Date

Print Name/Position (Community Development Program Office)

Signature

Date

EXHIBIT 3

AGREEMENT AMENDMENTS

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 4

LEASE AGREEMENT

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Not Applicable To This Subrecipient Agreement]

EXHIBIT 6

FEDERAL REGULATIONS

2 CFR 200

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

24 CFR Part 58

"Environmental Review Procedures"

24 CFR Part 570

"Community Development Block Grant"



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MAY 24, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Update to the City Code of Ordinances, Chapter 38, Article VI Stormwater Utility
Department:	City Manager
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	N/A
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approve the ordinance amendment to the City Code of Ordinances, Chapter 38, Article VI Stormwater Utility.

Attachments/Exhibits:

Stormwater Ordinance final format
 2021 Pipe language clarification redline
 Stormwater utility Update redline

ORDINANCE NO. _____

AN ORDINANCE TO DELETE ARTICLE VI (STORMWATER UTILITY) OF CHAPTER 38 (UTILITIES) OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA AND TO REPLACE SAID ARTICLE VI WITH AN UPDATED AND AMENDED STORMWATER UTILITY ORDINANCE; AND FOR OTHER PURPOSES

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

Section 1:

That Article VI (Stormwater Utility) of Chapter 38 (Utilities) of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Article VI and replacing it with the following:

ARTICLE VI. - STORMWATER UTILITY

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

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

Sec. 38-181. - Findings.

The city council of the City of Lawrenceville, Georgia, make the following findings:

- (1) The federal Clean Water Act, as amended by the Water Quality Act of 1987 (33 USC 1251 et seq.) and rules promulgated by the United States Environmental Protection Agency pursuant to the Act emphasizes the role of local governments in developing, implementing, conducting and funding stormwater programs which address water quality impacts of stormwater runoff.
- (2) Stormwater management services and stormwater management systems and facilities will assist the City in meeting the regulatory obligations imposed by its national pollutant discharge elimination system (NPDES) permits by reducing pollution and increasing water quality within the City.
- (3) Stormwater management services and stormwater management systems and facilities will assist the City in protecting the public health, safety and welfare and the environment. Provision of stormwater management services, stormwater management systems and facilities and regulation of the use thereof renders and/or results in both service and benefit to individual parcels, parcel owners, citizens and

residents of the City and to all parcels, parcel owners, citizens and residents of the City concurrently and the environment in a variety of ways.

- (4) The City of Lawrenceville presently owns and operates stormwater management systems and facilities which have been developed over many years. The future usefulness of the existing stormwater management systems and facilities owned and operated by the City, and of additions and improvements thereto, rests on the ability of the City to effectively manage, protect, control, regulate, use, and enhance stormwater management systems and facilities in the City in concert with the management of other public utilities in the City. In order to do so, the City must have adequate and stable funding for its stormwater management program's operating needs and capital program.
- (5) Stormwater management services and stormwater management systems and facilities are needed throughout the City. While specific service and facility demands may differ from area to area at any given point in time, a stormwater management service area encompassing all lands and water bodies within the City is consistent with the present and future needs of the community.
- (6) The provision of stormwater management services and stormwater management systems and facilities in the City promotes an essential regulatory purpose by influencing where stormwater runoff flows and how it is managed, thereby reducing flooding, erosion and water pollution caused by stormwater runoff.
- (7) By mitigating the impact of stormwater runoff from developed parcels, the stormwater management systems and facilities help prevent damage that would subject a parcel owner to civil liability.
- (8) The city council is responsible for the protection and preservation of the public health, safety, and welfare of the community, and the environment, and finds that it is in the best interest of the health, safety, and welfare of the citizens of the City and the community at large and the environment to proceed with the development, implementation, and operation of a utility for stormwater management accounted for in the City budget as a separate enterprise fund dedicated solely to stormwater management and to institute funding methods associated therewith.
- (9) The City has undertaken a comprehensive review by staff and professional consultants of the need for, management of, and funding for, a stormwater utility. The City staff reports and the professional engineering analysis submitted to the City properly assesses and defines the stormwater management problems, needs, goals, program priorities and funding opportunities of the City.
- (10) As a result, the city council finds that a stormwater utility provides the most practical and appropriate means of properly delivering stormwater management services and stormwater management systems and facilities, and the city council finds that a stormwater service fee provides the most practical and appropriate means of funding stormwater management services in the City of Lawrenceville.

Sec. 38-182. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) There is hereby established a stormwater utility within the Engineering Department which shall be responsible for providing stormwater management services, for providing stormwater management systems and facilities, and for determining labor, material and administrative fees for the operation of the stormwater utility throughout the City.
- (b) The city council hereby delegates management responsibility for stormwater services over the existing stormwater management systems and facilities and other related assets, including, but not limited to, properties upon which such facilities are located, easements, rights-of-entry and rights-of-access, and certain equipment to the stormwater utility authority, subject to the restrictions and guidelines set forth in this article.
- (c) The stormwater utility shall provide stormwater management services, shall provide stormwater management systems and facilities and shall collect stormwater service fees and other fees as provided in this article within the City in accordance with the terms of this article, subject to funding availability and to policy determinations made in the best interest of public health, welfare and safety and the environment; provided, however, that the stormwater utility shall not be authorized to operate outside of the boundaries of the City.
- (d) The stormwater utility shall be operated by the Stormwater Utility Authority. Said authority shall be comprised of the City Manager, the Assistant City Manager Public Works, the City Engineer, one member of the Lawrenceville City Council, and three citizens of the City of Lawrenceville or owners/employees of businesses located within the City of Lawrenceville. The quorum for conducting a regular meeting of this authority shall be fixed at four members. The City Engineer shall serve as the Chairman of the Authority. Except for the number of authority members, the definition of a quorum, and the selection of Chairman, the authority shall establish bylaws and rules for conducting its meetings and business as its first order of business.

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

- (a) The stormwater utility shall provide stormwater management services for existing and proposed public stormwater management systems and facilities as defined in this article, subject to funding availability and to policy determinations made in the best interest of the public health, welfare and safety and the environment. Additionally, the stormwater authority may request that the city council accept the responsibility for providing stormwater management services to private stormwater management systems and facilities. The acceptance of any private stormwater management system or facility shall require action by the city council, include a recorded easement, and shall conform to policies established by the city council.

- (b) The City owns or has rights established by written agreements which allow the stormwater utility to provide stormwater management services and access those stormwater management systems and facilities which are located:
 - (1) Within public road rights-of-way and public road easements;
 - (2) On private property but within easements granted to and accepted by the City, or are otherwise permitted to be located on such private property by written agreements for rights-of-entry, rights-of-access, rights-of-use or other permanent provisions;
 - (3) On public land which is owned by the City or by another governmental entity, and with which the City has written agreements to provide stormwater management services and access to the stormwater management systems and facilities; or
 - (4) Any pipe which begins within the public road rights-of-way or public road easements that conveys water from the public road rights-of-way/road easement until said pipe ends. This shall not include any pipes that begin on private property, convey water to public rights-of-way/road easements, and end on public rights-of-way/road easements.
- (c) Stormwater management systems and facilities which are located on private property or on public property not owned by the City or leased to the City by another political subdivision of the State of Georgia, and for which there has been no written agreement granting easements which have been dedicated to and accepted by the City, rights-of-entry, rights-of-access, rights-of-use or other form of dedication thereof to the City for operation, maintenance, improvement and access of such stormwater management systems and facilities, shall be and remain the legal responsibility of the property owner, except as otherwise provided for by the laws of the State and the United States.
- (d) The stormwater utility may provide stormwater management services to privately owned stormwater management systems and facilities to ascertain that said facilities are functioning as designed and approved. The stormwater utility may provide for remedial maintenance of said private facilities based upon the severity of stormwater problems and potential hazard to the public health, safety, and welfare and the environment, and in cases where such remedial maintenance is required, the City shall bill the owner of said private facility for the costs of such maintenance. The performance of any such services by the stormwater utility shall not constitute an acceptance of or any continued responsibility or liability for said private facilities. Said private facilities shall remain the responsibility of the private owner thereof.
- (e) It is the express intent of this article to protect the public health, safety and welfare of people, property, and the environment, in general, but not to create any special duty or relationship with any individual person, or to any specific parcel within or outside the boundaries of the City. The City expressly reserves the right to assert all available immunities and defenses in any action seeking to impose monetary damages or equitable remedies upon the City, its elected officials, employees, and agents arising out of any alleged failure or breach of duty or relationship.

- (f) If any permit, plan approval, inspection or similar act is required by the City as a condition precedent to any activity or change upon property not owned by the City pursuant to this article or any other regulatory ordinance, regulation or rule of the City, or under federal or State law, the issuance of such permit, plan approval or inspection shall not be deemed to constitute a warranty, express or implied, nor shall it afford the basis for any action, including any action based on failure to permit or negligent issuance of a permit, seeking the imposition of money damages or equitable remedies against the City, its elected officials, employees or agents.
- (g) All contracts and other official documents, once approved in accordance with this article or the policies and procedures of the Authority and/or the City, shall be executed by the City Manager or his designee and attested by the City Clerk.

Sec. 38-185. - Compensation.

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

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

- (a) The City Manager shall establish a stormwater enterprise fund in the City budget and accounting system for the purpose of dedicating and protecting all funding applicable to the purposes and responsibilities of the stormwater utility, including, but not limited to, rentals, rates, charges, fees, and licenses as may be established by the city council.
- (b) Any revenues and receipts of the stormwater utility shall be placed in the stormwater enterprise funds and all expenses of the utility shall be paid from the stormwater enterprise fund, except that other revenues, receipts, and resources not in the stormwater utility enterprise fund may be applied to stormwater management operations and capital investments as deemed appropriate by the city council, upon recommendation of the City Manager.
 - (1) The stormwater authority shall comply with all city ordinances and state laws setting forth procurement and bidding requirements. Any project in excess of \$300,000.00 shall require approval of the city council.
- (c) The City may pledge all or any portion of all income and revenue of any nature derived from the operation of the stormwater management systems and facilities owned by the City or owned by another political subdivision of the State of Georgia and leased to the City, including periodic stormwater service charges and other charges for stormwater service, to the payment of principal of premium, if any, and interest on any revenue bonds or other obligations lawfully issued or otherwise contracted for by the City as may be provided in any resolution authorizing such bonds or obligations or in any trust instrument

relating to such bonds or obligations. The stormwater authority may recommend that the City consider issuing revenue bonds as provided in this section; however, no revenue bonds shall be issued unless approved by the city council.

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

In order to recover the cost of providing stormwater services and stormwater management systems and facilities while fairly and reasonably apportioning the costs among developed properties throughout the City based on the use of stormwater services and stormwater management systems and facilities, the city council shall establish by ordinance a stormwater service fee rate, which shall apply uniformly throughout the area of the City that may be included within the stormwater utility pursuant to the jurisdiction granted by this article. The fee is as established from time and time and as approved by separate ordinance of the city council. The stormwater utility authority shall review the service fee rate on an annual basis and shall make a recommendation of any changes to said service fee to the city council.

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

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

Sec. 38-189. - Credits.

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

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

- (a) The stormwater service fee may be billed separately, on a customer statement and collected along with other fees for services, or on a customer ad valorem tax statement, at the City's sole discretion, provided that in no instance shall the service fee constitute a direct lien against the parcel. Unpaid stormwater service fees shall be collected by filing

suit to collect on an unpaid account and by using all methods allowed by Georgia law to collect on any judgment obtained thereby.

- (b) A stormwater service fee bill may be sent through the U.S. mail or by alternative means notifying the customer of the amount of the bill, the date the payment is due, and the date when past due. Failure to receive a bill is not justification for nonpayment. Regardless of the party to whom the bill is initially directed, the owner of each parcel of developed land shall be ultimately obligated to pay such fee. If a customer is under-billed or if no bill is sent for developed land, the City may back bill for a period of up to one year, but shall not assess penalties for any delinquency due to the failure to send a bill or an under-billing. A ten percent per month late charge shall be assessed against the owner for the unpaid balance of any stormwater utility service charge that becomes delinquent.

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

- (a) Every occupant of real property located in the City, and every owner, contractor or developer who holds title to undeveloped real property located in the City, shall be obligated to provide stormwater management systems and facilities sufficient to collect, convey, detain, control and discharge stormwater in a safe manner consistent with all the City ordinances and development regulations, and the laws of the State of Georgia and the United States of America.
- (b) The Director shall be permitted to enter and inspect parcels and stormwater management systems and facilities at reasonable times as often as may be necessary to determine compliance with this article.
- (c) If a parcel or facility has security measures in force which require proper identification and clearance before entry into its premises, the owner, developer or contractor shall make the necessary arrangements to allow access to the Director.
- (d) The owner, developer or contractor shall allow the Director ready access to all parts of the parcel or facility for the purposes of inspection, investigation, observation, monitoring, measurement, recording, enforcement, sampling and testing, photography and videotaping for the purpose of ensuring compliance with the provisions of this article. The owner, developer or contractor shall allow the Director to examine and copy any records that are required under the conditions of an NPDES permit or development permit. The Director shall duly notify the owner, developer or contractor of said parcel or the representative on site, except in the case of an emergency.
- (e) The Director shall have the right to set up on any parcel or facility such devices as are necessary in the opinion of the department to conduct monitoring and/or sampling of discharges.
- (f) The owner, developer or contractor may allow the City to install monitoring equipment and perform monitoring as necessary. This sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the owner, developer or

contractor and shall be installed at the expense of the City. All devices used to measure flow and quality shall be calibrated to ensure their accuracy. Measurements, tests and analyses performed shall be completed in accordance with 40 CFR Part 136, unless the Director approves another method.

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

Sec. 38-192. - Appeals.

- (a) Any customer who believes the provisions of this article have been applied in error may appeal in the following manner:

- (1) An appeal to the Stormwater Utility Authority must be filed in writing with the Director within 30 days of the decision that is appealed. The appeal must be on a form prepared by the City and shall include such information as is reasonably necessary to understand the issue appealed as requested by the Stormwater Utility Authority.
 - (2) The Stormwater Utility Authority shall conduct a technical review of the conditions on the parcel and respond to the appeal in writing within 30 days of receipt.
 - (3) In response to an appeal, the Stormwater Utility Authority may adjust the stormwater service fee applicable to a parcel in conformance with the general purpose and intent of this article.
 - (4) All decisions by the Stormwater Utility Authority shall be final.
- (b) The appeal process contained in this section shall be a condition precedent to an aggrieved customer seeking judicial relief. Any decision of the Stormwater Utility Authority may be appealed by application for writ of certiorari in the Superior Court of Gwinnett County, filed within 30 days of the date of receipt of service of the decision of the Stormwater Utility Authority.

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

The Director is authorized to make all necessary and reasonable rules, procedures and policies with respect to the enforcement of this article. All such rules, procedures and policies shall be consistent with the provisions of this article and shall be effective 30 days after being signed by the Director.

Secs. 38-194—38-200. - Reserved.

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

David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk

- (b) The City owns or has rights established by written agreements which allow the stormwater utility to provide stormwater management services and access those stormwater management systems and facilities which are located:

(1) Within public road rights-of-way and public road easements;

~~(2) Any pipe that begins within public road rights-of-way and public road easements until said pipe ends;~~

~~(3)(2)~~ On private property but within easements granted to and accepted by the City, or are otherwise permitted to be located on such private property by written agreements for rights-of-entry, rights-of-access, rights-of-use or other permanent provisions; ~~or~~

~~(43)~~ On public land which is owned by the City or by another governmental entity, and with which the City has written agreements to provide stormwater management services and access to the stormwater management systems and facilities; ~~or~~ or

~~(4) Any pipe which begins within the public road rights-of-way or public road easements that conveys water from the public road rights-of-way/road easement until said pipe ends. This shall not include any pipes that begin on private property, convey water to public rights-of-way/road easements, and end on public rights-of-way/road easements.~~

ARTICLE VI. - STORMWATER UTILITY

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

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

Sec. 38-181. - Findings.

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

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

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

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

Sec. 38-182. - Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 38-185. - Compensation.

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

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

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

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

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

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

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

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

Sec. 38-189. - Credits.

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

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

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

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

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

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

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

Sec. 38-192. - Appeals.

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

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

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

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

Secs. 38-194—38-200. - Reserved.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, MAY 24, 2021

AGENDA CATEGORY: COUNCIL BUSINESS, NEW BUSINESS

Item:	Update to the City Code of Ordinances, Chapter 2, Article IX - Procurement
Department:	City Manager
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	None
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approve changes to the City Procurement Ordinance

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

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

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

Fiscal Impact: None, administrative changes.

ORDINANCE NO. _____

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

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

Sec.2-255. – Competitive Sealed Bidding.

(k) Approval by City Council. All contracts exceeding \$100,000.00 shall be approved by City Council. Once the contract has been approved by the City Council, all expenditures made in accordance with the terms of the contract are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to \$300,000.

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

- (i) Approval by City Council.* All contracts exceeding \$100,000.00 shall be approved by the City Council. Once the contract has been approved by the City Council, all expenditures made in accordance with the terms of the contract are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to \$300,000.

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

(f)Approval by City Council. Regardless of procurement method, all purchases exceeding \$100,000.00 shall be approved by City Council. Once the purchase has been approved by the City Council, all expenditures made in accordance with the terms of the purchase are approved and shall require no further action by the City Council. Provided however that the Stormwater Authority is authorized to approve all stormwater projects up to \$300,000.

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

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

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

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

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

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

(b)*City Manager authority.* The City Manager or his/her designee shall have authority to approve all purchases and change orders to purchase orders and contracts collectively up to an absolute value of \$100,000.00 over the base amount as approved by City Council.

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

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

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MAY 24, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Resolution Supporting the Modification to the Posted Speed Limit

Department: Police

Date of Meeting: Monday, May 24, 2021

Fiscal Impact:

Presented By: Police Chief, Tim Wallis

Action Requested: Approve the Resolution Supporting the Modification to the Posted Speed Limit

Attachments/Exhibits:

Resolution for Speed Zone Modification

RESOLUTION _____

RESOLUTION IN SUPPORT OF MODIFICATION TO THE POSTED SPEED LIMITS

WHEREAS, the City of Lawrenceville, Georgia (hereinafter “City”) is in the process of updating the City’s Speed Zone Ordinance in conjunction with Gwinnett County; and

WHEREAS, the process requires coordination and approval from the Georgia Department of Transportation (GDOT); and

WHEREAS, the City and Gwinnett County have requested changes to the posted speed limit for specific City streets and the addition of any newly developed City Streets; and

WHEREAS, the City Council of the supports the proposed modifications to the speed zones within the City limits, including but not limited to the following City streets:

- South Clayton Street – Request to revise the posted speed limit from 35 mph to 25 mph for the section between South Perry Street and East Crogan Street.
- North Clayton Street – Request to revise the posted speed limit from 35 mph to 25 mph for the section between East Crogan Street and SR 20/Buford Drive.
- Constitution Boulevard – Request to revise the posted speed limit from 35 to 25 mph for the entire length of Constitution Boulevard.
- Nash Street
 - Request to revise the posted speed limit from 35 to 25 mph for the entire length of the Nash Street.
 - Request to revise the limits of Nash Street described in the Ordinance to include the new section that was recently built from Constitution Boulevard to Gwinnett Drive.
 - Request to revise the Ordinance to specify that the section of Nash Street located in the area of Central Gwinnett High School is a school speed zone area.
- South Perry Street – Request to revise the posted speed limit from 35 to 25 mph for the entire length of South Perry Street.
- Gwinnett Drive – Request to revise the posted speed limit from 30 to 25 mph in the school zone area of Central Gwinnett High School and Lawrenceville Elementary School.
- Village Way – Request to revise the Ordinance to specify that the section of Village Way located in the area of Jenkins Elementary and Jordan Middle Schools is a school speed zone area. The posted speed limit is 25 mph.

NOW THEREFORE, BE IT RESOLVED that the City of Lawrenceville hereby supports the request by Gwinnett County for modification to the posted speed limit for specific City streets and the addition of newly developed City Streets.

IT IS SO RESOLVED this _____ day of _____, 2021.

David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, MAY 24, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Lawrenceville South Lawn Easement Agreement and Acceptance of Quit Claim Deed for Regional Stormwater Detention Facility
Department:	Administration
Date of Meeting:	Monday, May 24, 2021
Fiscal Impact:	
Presented By:	Chuck Warbington, City Manager
Action Requested:	Acceptance of a Quitclaim Deed from NGI-Berbank, LLC for the detention pond in the South Lawn development, and authorization for the Mayor to sign the Easement Agreement that provides that the City will assume responsibility for maintenance of the pond. Under the terms of the Easement Agreement, the Master Association for South Lawn will be responsible for reimbursing the City for forty-three per cent (43%) of the maintenance cost on a yearly basis.

Summary: As the South Lawn Development reaches its final stages of buildout, the developer is ready to deed the stormwater pond to the City along with appropriate easements for the facility. The Master Association of Southlawn agrees to provide 43% of the costs of routine and normal maintenance of the Detention facility. The City is responsible for the remaining 57%.

Background: As the South Lawn was being design, staff worked with the Developer to create a regional detention pond that addresses stormwater from the South Lawn development, Parking Deck on Lucky Street, the Lawrenceville Lawn, Police Headquarters, and the future Hooper Renwick Themed Library. The costs for maintaining the pond on a yearly basis will be shared on a prorated amount with the Master Association of South lawn agreeing to provide 43% of the costs and the City covering the rest. Using this process, we were able to eliminate multiple detention ponds in the area and provide more efficient stormwater control in one regional pond.

Fiscal Impact: TBD

Concurrences: Engineering Department has approved this item after coordinating with the developer to ensure the Pond was built and established in accordance with the Construction Plans.

Attachments/Exhibits:

Easement Agreement

QuitClaim Deed

Site Plan of Detention Facility 4123_001

4124_001

TAX PARCEL IDENTIFICATION #:

RETURN TO:

Marks & Williams, LLC
Two Midtown Plaza, Suite 1350
1349 West Peachtree Street
Atlanta, GA 30309
404.892.3999

STATE OF GEORGIA

COUNTY OF GWINNETT

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this “Easement Agreement”) made as of the _____ day of _____, 2021, by, between and among NGI-BERBANK, LLC, a Georgia limited liability company (“NGI”), and LAWRENCEVILLE SOUTH LAWN MASTER ASSOCIATION, INC., a Georgia nonprofit corporation (“Master Association”), with the CITY OF LAWRENCEVILLE, STATE OF GEORGIA consenting to this Easement Agreement as evidenced by the Joinder by City of Lawrenceville attached hereto.

WITNESSETH:

WHEREAS, the Master Association is the “Association” as defined in the Master Declaration of Covenants, Conditions, Restrictions and Easements for Lawrenceville South Lawn, dated June 28, 2018, recorded in Deed Book 55978, Page 593, Gwinnett County, Georgia Records, as amended from time to time (“Master Declaration”), which Master Declaration encumbers the “Community” as defined in the Master Declaration; and

WHEREAS, NGI has previously executed and recorded, and is the “Declarant” under and as defined in, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Lawrenceville Southlawn Residential, dated October 23, 2019, recorded in Deed Book 56980, Page 739, Gwinnett County, Georgia Records, as amended from time to time

(“Residential Declaration”), which Residential Declaration encumbers a portion of the “Community” as defined in the Master Declaration; and the Lawrenceville Southlawn Residential Association, Inc., a Georgia nonprofit corporation (“Residential Association”) is the “Association” as defined in the Residential Declaration;

WHEREAS, NGI is the present owner of that certain tract or parcel of land lying and being in Land Lot 147 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia, and being more particularly described on Exhibit “A,” attached hereto and by this reference made a part hereof (“Detention Property”), which Detention Property is used for detention of storm and surface water discharged from the Community and other adjacent properties;

WHEREAS, the present owners of the Community, and the successors, assigns and successors-in-title of such owners will use in common with each other and with certain third parties the Detention Property and the detention or drainage facilities now or hereafter located thereon, including drainage pipes and headwalls (collectively, the “Drainage Facilities”), for the discharge of storm and surface water from the Community and the detention and storage of storm and surface water within the Detention Property;

WHEREAS, on or about the date hereof NGI intends to convey the Detention Property to the City of Lawrenceville (“City”) as contemplated under Paragraph 6 of the Fourth Amendment to Contract for Purchase and Sale of Real Property, dated May 1, 2018, which Fourth Amendment was an amendment to the Contract for Purchase and Sale of Real Property, dated May 23, 2017, between City of Lawrenceville Downtown Development Authority, a corporate body politic, as “Seller,” and George Berkow, Inc., a Georgia corporation, as “Purchaser,” as theretofore amended, the interest of “Purchaser” having been assigned to NGI-Berbank, LLC, a Georgia limited liability company, which conveyance of the Detention Property to the City shall be made subject to this Easement Agreement; and

WHEREAS, NGI desires to enter into this Easement Agreement for the purpose of granting, conveying, declaring, creating and establishing easements, for the benefit of the Master Association and its members (including the Residential Association), which will survive the conveyance of the Detention Property by NGI to the City, for the installation, construction, use, repair, maintenance, replacement and removal of Drainage Facilities and the detention and storage of storm and surface water within the Detention Property (anything contained in this Easement Agreement, the Residential Declaration, the Master Declaration, or any provision at law or in equity to the contrary notwithstanding);

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by each party to the other party, and other good and valuable considerations, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The foregoing recitals are confirmed by the parties as true and correct and are incorporated herein by reference. The recitals are a substantive, contractual part of this Easement Agreement.

2. NGI does hereby grant, convey, declare, create and establish in favor of the Master Association and its members (including the Residential Association) a nonexclusive, perpetual easement to install, construct, use, repair, maintain, replace and remove Drainage Facilities on, over, under or within the Detention Property for the discharge of storm and surface water from the Community into the Detention Property and to otherwise use the Detention Property for the detention and storage of storm and surface water thereon and therein. The easements contained herein shall run with the land.

3. The City, as the owner of the Detention Property, shall have sole responsibility for maintenance and repair of the Detention Property and the Drainage Facilities in compliance with all applicable laws, subject to the Master Association's cost share obligations with respect to routine and normal maintenance pursuant to Section 7 hereof.

4. Any person exercising the rights pursuant to the easements granted, conveyed, declared, created and established under this Easement Agreement shall exercise due care in entering onto the Detention Property and in connection with the performance of any permitted work thereon, and any person exercising such rights shall indemnify and hold the owner of the Detention Property harmless from and against all losses, costs, damages and expenses (including reasonable attorneys' fees at trial and on appeal) incurred, paid or sustained in connection with any bodily injury, death or property damage, or any liens filed against the Detention Property, which arise out of the exercise by the indemnifying party of any rights under this paragraph. The provisions of this paragraph shall survive the termination of this Easement Agreement for any reason.

5. All notices, demands, requests and other communications required or permitted under this Easement Agreement (a "notice") shall be in writing and shall be (i) personally delivered by a party, its agents or representatives ("Personal Delivery"), (ii) delivered by commercial courier service ("Commercial Courier"), (iii) delivered by a nationally recognized overnight courier service, including without limitation Federal Express or UPS ("Overnight Courier Service"), or (iv) delivered by email ("Email"). All notices shall be addressed to the addresses set forth below. Notices may be given on behalf of a party by counsel for such party. All notices (a) delivered by Personal Delivery or delivered by Commercial Courier shall be effective and deemed to have been received upon delivery to the other party at the address below each party's signature (whether a signature confirming delivery is obtained or not), (b) all notices sent by Overnight Courier Service shall be effective upon delivery to the Overnight Courier Service for next business day delivery to the other party but the time period in which a response must be made shall not begin to run until actual receipt of the notice, and (iii) all notices sent by Email shall be effective upon transmission by the sending party. By giving at least ten (10) days' notice, a party shall have the right from time to time and at any time to change its address. Provided, however, in the event of rejection or failure to claim delivery of a notice, or the inability to deliver because of changed address of

which no notice was given, the notice shall be deemed to have been effective and received by the party to whom the notice was sent (1) on the day of attempted delivery, if delivered by Personal Delivery or Commercial Courier, (2) on the day the notice was delivered to the Overnight Courier Service for next business day delivery to the party to whom the notice was sent, or (3) on the day of attempted transmission, if sent by Email. Each party's initial address is as follows:

NGI:

NGI-Berbank, LLC
4720 Chamblee-Dunwoody Road
Dunwoody, GA 30338
Attn: George C. Berkow
Email: gberkow@cowartberkow.com

With a copy to:

Marks & Williams, LLC
Two Midtown Plaza, Suite 1350
1349 West Peachtree Street
Atlanta, GA 30309
Attn: Randolph A. Marks, Esq.
Email: randymarks@marks-williams.com

With a copy to:

NGI Investments, LLC
1545 Peachtree Street, Suite 260
Atlanta, Georgia 30309
Attn: James R. Borders
Email: jborders@novaregroup.com

MASTER ASSOCIATION:

Lawrenceville South Lawn Master
Association, Inc.
Attn: Heritage Property Management
Services, Inc.
500 Sugar Mill Road
Building B, Suite 200
Atlanta, GA 30350

With a copy to:

Marks & Williams, LLC
Two Midtown Plaza, Suite 1350

1349 West Peachtree Street
 Atlanta, GA 30309
 Attn: Randolph A. Marks, Esq.
 Email: randymarks@marks-williams.com

With a copy to:

NGI Investments, LLC
 1545 Peachtree Street, Suite 260
 Atlanta, Georgia 30309
 Attn: James R. Borders
 Email: jborders@novaregroup.com

6. For clarification and avoidance of doubt, upon conveyance of the Detention Property to the City, the Detention Property shall no longer be subject to the Residential Declaration or the Master Declaration. However, NGI has entered into this Easement Agreement with the Master Association so that the easements granted, conveyed, declared, created and established under this Easement Agreement shall be and become “Common Property,” as defined in the Master Declaration, and shall remain “Common Property” under the Master Declaration following such conveyance to the City and shall be further subject to the Master Declaration.

7. From and after conveyance of the Detention Property by NGI to the City immediately following the execution and delivery hereof, and recordation of the deed of conveyance by NGI to the City immediately following the recordation of this Agreement, the Master Association agrees to pay to the City 43% of the cost of routine and normal maintenance of the Detention Property (“Percentage Share”) which is established as provided herein. No later than November 1 of each year, the City agrees to provide to the Master Association, for its review and approval (which approval shall not be unreasonably withheld), a budget for the next calendar year for the maintenance of the Detention Property. The Master Association shall pay its Percentage Share of the maintenance costs set forth in the approved budget to the City in monthly or quarterly installments.

8. Time is of the essence of this Easement Agreement. This Easement Agreement shall be interpreted and governed in accordance with the laws of the State of Georgia. This Easement Agreement shall be binding upon and shall inure to the benefit of NGI, the Master Association and their respective successors, successors-in-title, assigns, members, designees, heirs, executors, administrators, and representatives. This Easement Agreement represents the entire and complete agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral and cannot be varied except by written agreement between the parties. Should any provision of this Easement Agreement require judicial interpretation, it is hereby agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself

or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof. The provisions of this Easement Agreement are intended to be independent, and in the event any provisions hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Easement Agreement. In the event any notice shall be required to be given or any act required to be performed on a weekend or legal holiday, then such date shall automatically be extended to the end of the next regular business day on which national banks are open for business in Atlanta, Georgia. This Easement Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Each party may rely upon a facsimile, other electronically transmitted signatures or PDF counterparts of this Easement Agreement signed by the other party with the same effect as if such party had received an original counterpart signed by such other party. As used in this Easement Agreement, the word “person” includes individuals, entities, and governmental authorities. The word or phrase “governmental authority” or “governmental authorities” is intended to be construed broadly and includes governmental agencies, instrumentalities, bodies, boards, departments and officers and individuals acting in any official capacity. The word “laws” is intended to be construed broadly and includes all statutes, regulations, rulings and other official pronouncements of any governmental authority and all decrees, rulings, judgments, opinions, holdings and orders of a court, administrative body, or arbitrator. A statement in this Easement Agreement to the effect that a party will take any action is to be construed as a covenant and undertaking by the party to do that act; a statement in this Easement Agreement to the effect that a party will refrain from an action is to be construed as a covenant and undertaking by the party to refrain from doing that act. The words “include” and “including” and similar words, when used to introduce a list of specifics, are intended to be illustrative and not limiting. Upon conveyance of the Detention Property to the City, NGI shall be relieved of any liability or obligation under this Easement Agreement.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered in the presence NGI:
of:

NGI-BERBANK, LLC

Unofficial Witness

By: _____[SEAL]

Notary Public

James R. Borders, Co-President
of NGI-Berbank, LLC

My Commission Expires: _____

[NOTARIAL SEAL]

[Signatures continue on the following page.]

Signed, sealed and delivered in the presence
of:

Unofficial Witness

By: _____[SEAL]
George C. Berkow, Co-President
of NGI-Berbank, LLC

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

[Signatures continue on the following page.]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

MASTER ASSOCIATION:

LAWRENCEVILLE SOUTH LAWN
MASTER ASSOCIATION, INC., a Georgia
nonprofit corporation

By: _____
James R. Borders, President

Attest: _____
Gardiner Thompson, Secretary

[CORPORATE SEAL]

JOINDER BY CITY OF LAWRENCEVILLE

The undersigned, City of Lawrenceville, State of Georgia, hereby consents to the within and foregoing Easement Agreement, agrees to be bound thereby and, without limiting the other provisions hereof including without limitation Paragraph 7 hereof, agrees to perform the obligations set forth in Paragraph 3 hereof.

Signed, sealed and delivered in the presence of: CITY OF LAWRENCEVILLE, STATE OF GEORGIA

Unofficial Witness

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

EXHIBIT "A"

**Detention Property
Lawrenceville South Lawn**

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

To find the Point of Beginning, begin at a Point at the intersection of the Southerly Right-of-Way of Jackson Street (Right-of-Way width varies) and the Westerly Right-of-Way of Scenic Highway (a.k.a. State Route 124, Right-of-Way width varies) if extended to form a point; THENCE leaving said intersection and continuing along the Westerly Right-of-Way of Scenic Highway in a Southwesterly direction for 310.97' to an iron pin set, said point being the **TRUE POINT OF BEGINNING**.

THENCE from said point as thus established and continuing along aforesaid Right-of-Way of Scenic Highway the following six (6) courses and distances South 41 degrees 22 minutes 35 seconds West for a distance of 157.48 feet to a Point; THENCE North 49 degrees 24 minutes 04 seconds West for a distance of 43.92 feet to a Point; THENCE South 41 degrees 39 minutes 57 seconds West for a distance of 39.72 feet to a Point; THENCE South 49 degrees 22 minutes 03 seconds East for a distance of 11.74 feet to a Point; THENCE South 49 degrees 24 minutes 04 seconds East for a distance of 32.38 feet to a Point; THENCE South 41 degrees 22 minutes 46 seconds West for a distance of 35.10 feet to a Point; THENCE leaving said Right-of-Way North 49 degrees 16 minutes 38 seconds West for a distance of 209.30 feet to a Point; THENCE North 39 degrees 51 minutes 27 seconds West for a distance of 3.29 feet to a Point; THENCE North 38 degrees 13 minutes 12 seconds West for a distance of 85.94 feet to a Point; THENCE North 56 degrees 01 minutes 16 seconds East for a distance of 98.60 feet to a Point; THENCE North 34 degrees 02 minutes 30 seconds West for a distance of 79.74 feet to a Point; THENCE North 56 degrees 26 minutes 02 seconds East for a distance of 20.52 feet to a Point; THENCE South 55 degrees 30 minutes 25 seconds East for a distance of 197.33 feet to a Point; THENCE North 34 degrees 29 minutes 35 seconds East for a distance of 41.47 feet to a Point; THENCE South 55 degrees 32 minutes 15 seconds East for a distance of 154.17 feet to a Point, said point being **THE POINT OF BEGINNING**.

Said Detention Property contains 1.280 Acres (55,759 Square Feet) as shown on the Final Plat for Lawrenceville Lawn Unit 2, dated 08/05/20, recorded in Plat Book 149, Pages 153-155 on 09/08/20.

g:\legals\2019\19267 - southlawn\pond lot.docx

TAX PARCEL IDENTIFICATION #:

RETURN TO:

Marks & Williams, LLC
Two Midtown Plaza, Suite 1350
1349 West Peachtree Street
Atlanta, GA 30309
404.892.3999

STATE OF GEORGIA

COUNTY OF GWINNETT

QUITCLAIM DEED

THIS INDENTURE, made the ____ day of _____, in the year two thousand twenty-one (2021), between NGI-BERBANK, LLC, a Georgia limited liability company, as party of the first part (hereinafter referred to as "Grantor"), and CITY OF LAWRENCEVILLE, STATE OF GEORGIA, as party of the second part (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H :

That, Grantor, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, by these presents does hereby remise, convey and forever QUITCLAIM unto the said Grantee all of Grantor's right, title and interest in and to all that tract or parcel of land lying and being in Land Lot 147 of the 5th District, City of Lawrenceville, Gwinnett County, Georgia, and being more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof, including all improvements, fixtures, rights, privileges, easements, hereditaments, and appurtenances thereto belonging (collectively, the "Property").

This Quitclaim Deed is executed and delivered by Grantor to Grantee as contemplated under Paragraph 6 of the Fourth Amendment to Contract for Purchase and Sale of Real Property, dated May 1, 2018, which Fourth Amendment was an amendment to the Contract for Purchase and Sale of Real Property, dated May 23, 2017, between City of Lawrenceville Downtown Development Authority, a corporate body politic, as "Seller," and George Berkow, Inc., a Georgia corporation, as "Purchaser," as theretofore amended, the interest of "Purchaser" having been assigned to NGI-Berbank, LLC, a Georgia limited liability company.

Without limiting the generality of the other provisions of this Quitclaim Deed, the Property is conveyed by Grantor to Grantee subject to the Drainage Easement Agreement, bearing even date herewith, by and between NGI-Berbank, LLC, a Georgia limited liability company, and Lawrenceville South Lawn Master Association, Inc., a Georgia nonprofit corporation, recorded in the Gwinnett County, Georgia Records.

TO HAVE AND TO HOLD the said described premises to Grantee, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have, claim or demand any right or title to said premises or appurtenances thereto, or any rights thereof.

[Signatures begin on the following page.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as of the day and year first above written.

Signed, sealed and delivered in the presence of: NGI-BERBANK, LLC

Unofficial Witness

By: _____[SEAL]
James R. Borders, Co-President

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

[Signatures continue on the following page.]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My Commission Expires: _____

[NOTARIAL SEAL]

By: _____[SEAL]
George C. Berkow, Co-President

EXHIBIT "A"

**Detention Property
Lawrenceville South Lawn**

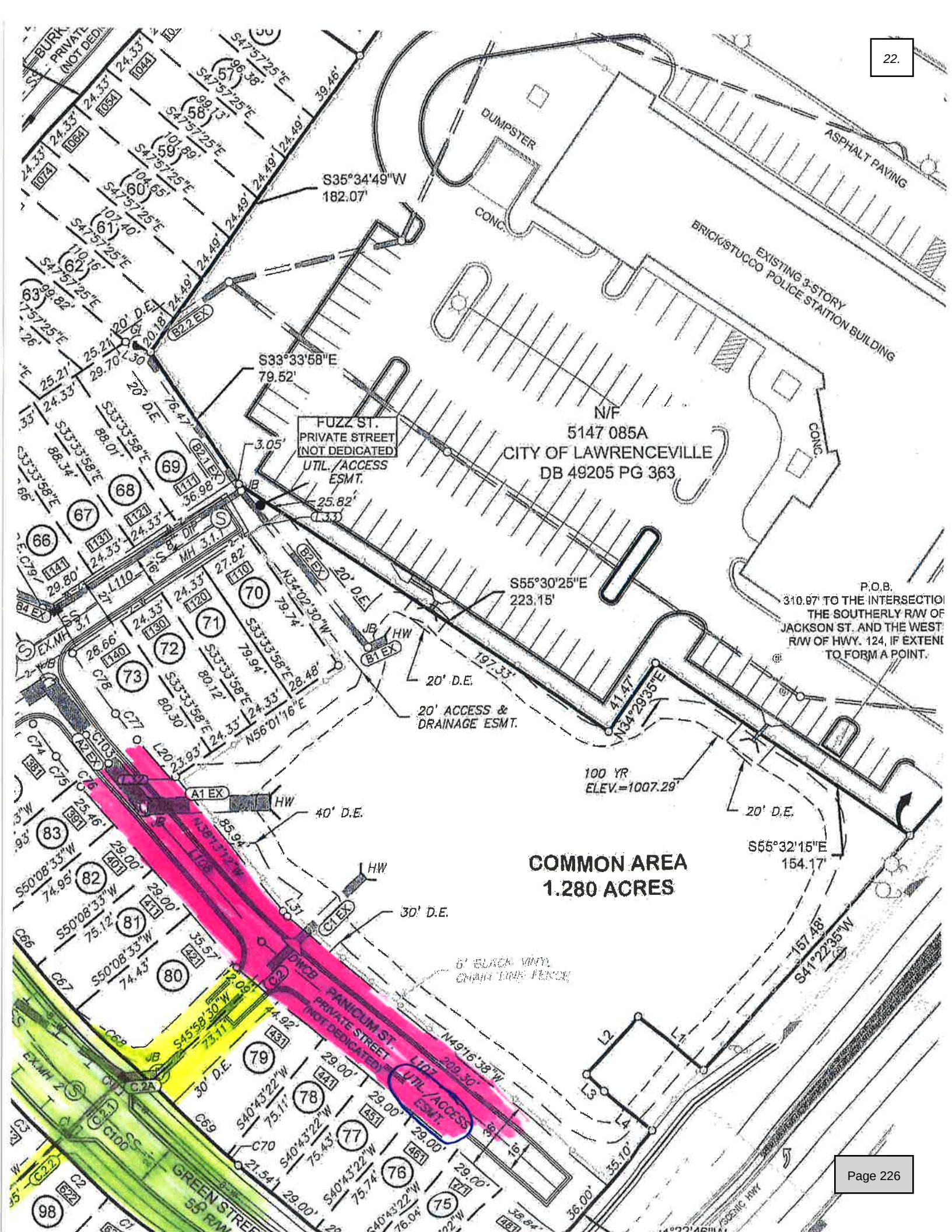
All that tract or parcel of land lying and being in land lot 147 of the 5th Land District, City of Lawrenceville, Gwinnett county, Georgia, and being more particularly described as follows:

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g:\legals\2019\19267 - southlawn\pond lot.docx



P.O.B.
310.67' TO THE INTERSECTION
THE SOUTHERLY RAW OF
JACKSON ST. AND THE WEST
RW OF HWY. 124, IF EXTEND
TO FORM A POINT.

**COMMON AREA
1.280 ACRES**

1349 West Peachtree Street
 Atlanta, GA 30309
 Attn: Randolph A. Marks, Esq.
 Email: randymarks@marks-williams.com

With a copy to:

NGI Investments, LLC
 1545 Peachtree Street, Suite 260
 Atlanta, Georgia 30309
 Attn: James R. Borders
 Email: jborders@novaregroup.com

6. For clarification and avoidance of doubt, upon conveyance of the Detention Property to the City, the Detention Property shall no longer be subject to the Residential Declaration or the Master Declaration. However, NGI has entered into this Easement Agreement with the Master Association so that the easements granted, conveyed, declared, created and established under this Easement Agreement shall be and become "Common Property," as defined in the Master Declaration, and shall remain "Common Property" under the Master Declaration following such conveyance to the City and shall be further subject to the Master Declaration.

7. From and after conveyance of the Detention Property by NGI to the City immediately following the execution and delivery hereof, and recordation of the deed of conveyance by NGI to the City immediately following the recordation of this Agreement, the Master Association agrees to pay to the City 43% of the cost of routine and normal maintenance of the Detention Property ("Percentage Share") which is established as provided herein. No later than November 1 of each year, the City agrees to provide to the Master Association, for its review and approval (which approval shall not be unreasonably withheld), a budget for the next calendar year for the maintenance of the Detention Property. The Master Association shall pay its Percentage Share of the maintenance costs set forth in the approved budget to the City in monthly or quarterly installments.

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