



LAWRENCEVILLE

GEORGIA

CITY COUNCIL WORK SESSION AGENDA

Wednesday, October 16, 2019
5:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Discussion of General City Business

- [1.](#) Demographics Presentation
- [2.](#) RZR2019-00003 & SUP2019-00019; 138 Paper Mill Road; Shane Lanham
- [3.](#) RZC2019-00009; Sam Sims; 330 Buford Drive
- [4.](#) SUP2019-00020; 323 East Crogan; Bryan Mathews
- [5.](#) Introduction to the 2019 Zoning Ordinance Final Draft
- [6.](#) Discussion about Commercial Vehicles
- [7.](#) Discussion of Regulations regarding Vape Shops, E-Scooter, and Short Term Rental
- [8.](#) Gas Department Rebate Program
- [9.](#) American Public Gas Association Mutual Aid Agreement
- [10.](#) Newton County Pressure Improvement Project

- [11.](#) In-Car Cameras for New Police Vehicles
- [12.](#) Emergency Equipment for New Police Vehicles
- [13.](#) On-Demand Underground Electric Distribution Cable Installation on an Annual Contract
- [14.](#) Special Construction Agreement with BellSouth Telecommunications, LLC d/b/a AT&T Southeast
- [15.](#) Lease New Dell Servers for 5 Years
- [16.](#) IT Consulting – Server and Network Security Enhancements
- [17.](#) Managed Firewall Services
- [18.](#) Pole Attachment Agreement with MCImetro Access Transmission Services Corp.
- [19.](#) Resolution to Adopt a Shared Leave Policy
- [20.](#) Ordinance to Amend Chapter 2, Section 2-27 to Provide Council Meeting Dates and Times
- [21.](#) Ordinance Amendment to Chapter 30 Solid Waste

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

1.

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item: Demographics Presentation

Department: City Manager

Date of Meeting: Wednesday, October 16, 2019

Fiscal Impact: None

Presented By: Chuck Warbington and Mike Alexander

Action Requested: No Action Requested

Attachments/Exhibits:

MDA Arc How Changing Demographics will Impact Atlanta Gwinnett Lawrenceville

How Changing Demographics Will Impact Metropolitan Atlanta Gwinnett County and Lawrenceville

1.

ARC

regional impact + local relevance

+



Mike Alexander, AICP Director, Center for Livable Communities
Atlanta Regional Commission
malexander@atlantaregional.org

October 16, 2019 City of Lawrenceville

Page 4

1

From McKinsey:

The past 50 years were truly unusual in demographic terms, as large cohorts of working-age populations fueled the growth of cities and nations. In the new demographic era, we are likely to see a much more fragmented urban landscape, **with pockets of robust expansion but also areas of stagnant and declining populations.** Cities' growth prospects will reflect very different demographic footprints and dynamics shaped by their local birth and death rates, net domestic migration, and net international migration.

<https://www.mckinsey.com/featured-insights/urbanization/urban-world-meeting-the-demographic-challenge-in-cities/de-de>

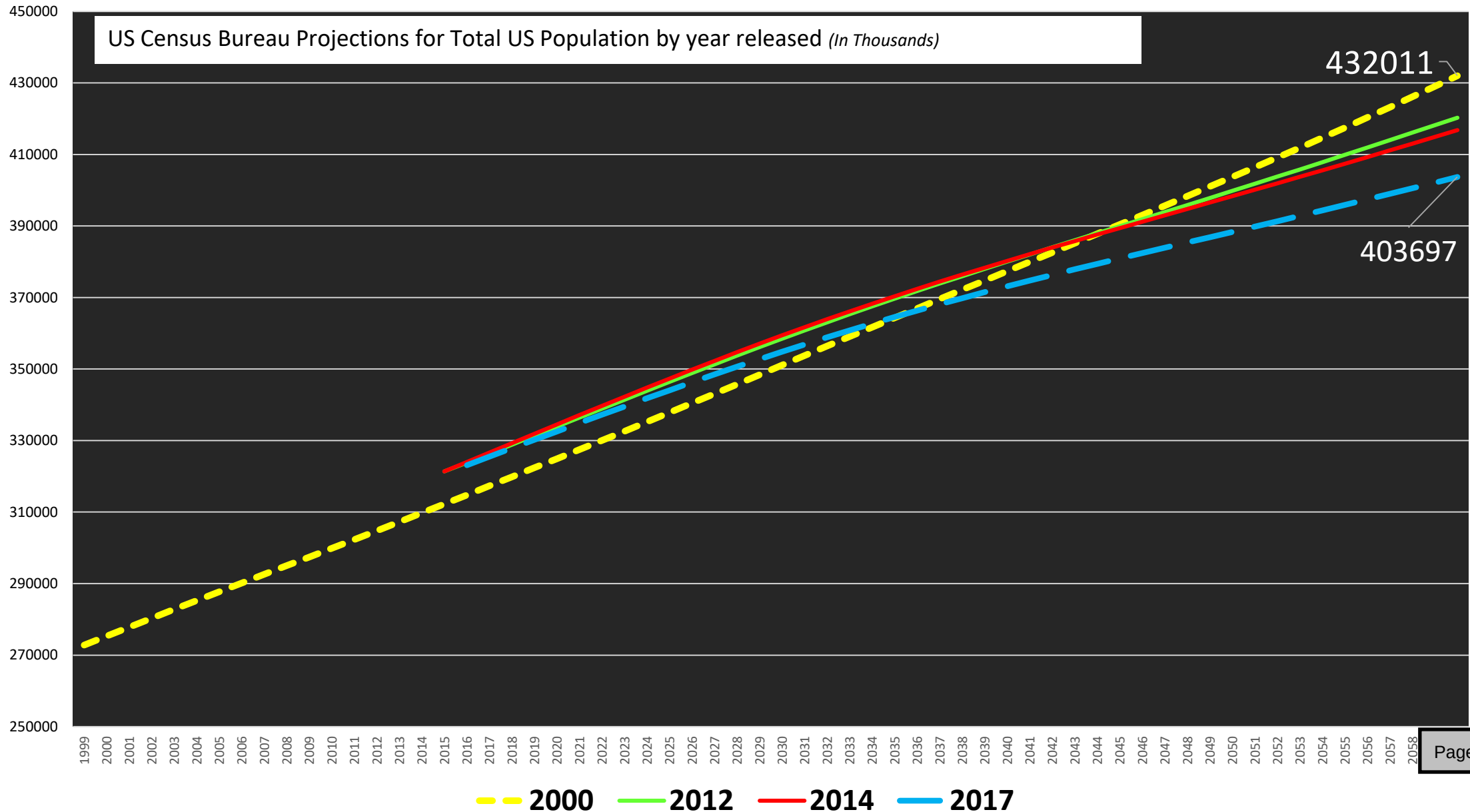
To Download this Deck:

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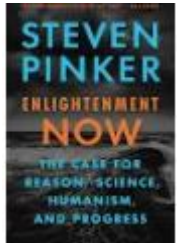
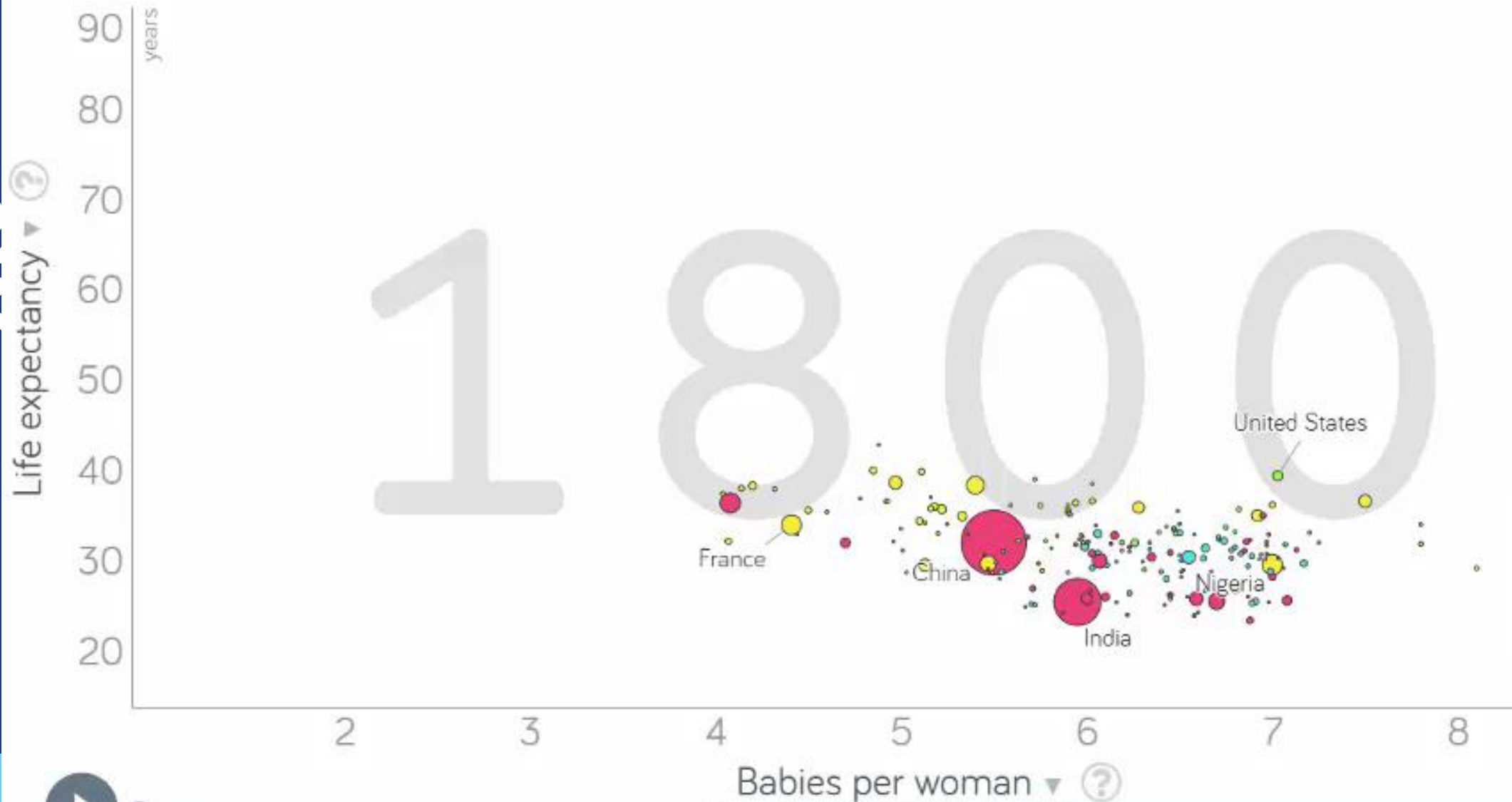
The Numbers keeps Getting Smaller

1.



218 Years of World History in 60 Seconds

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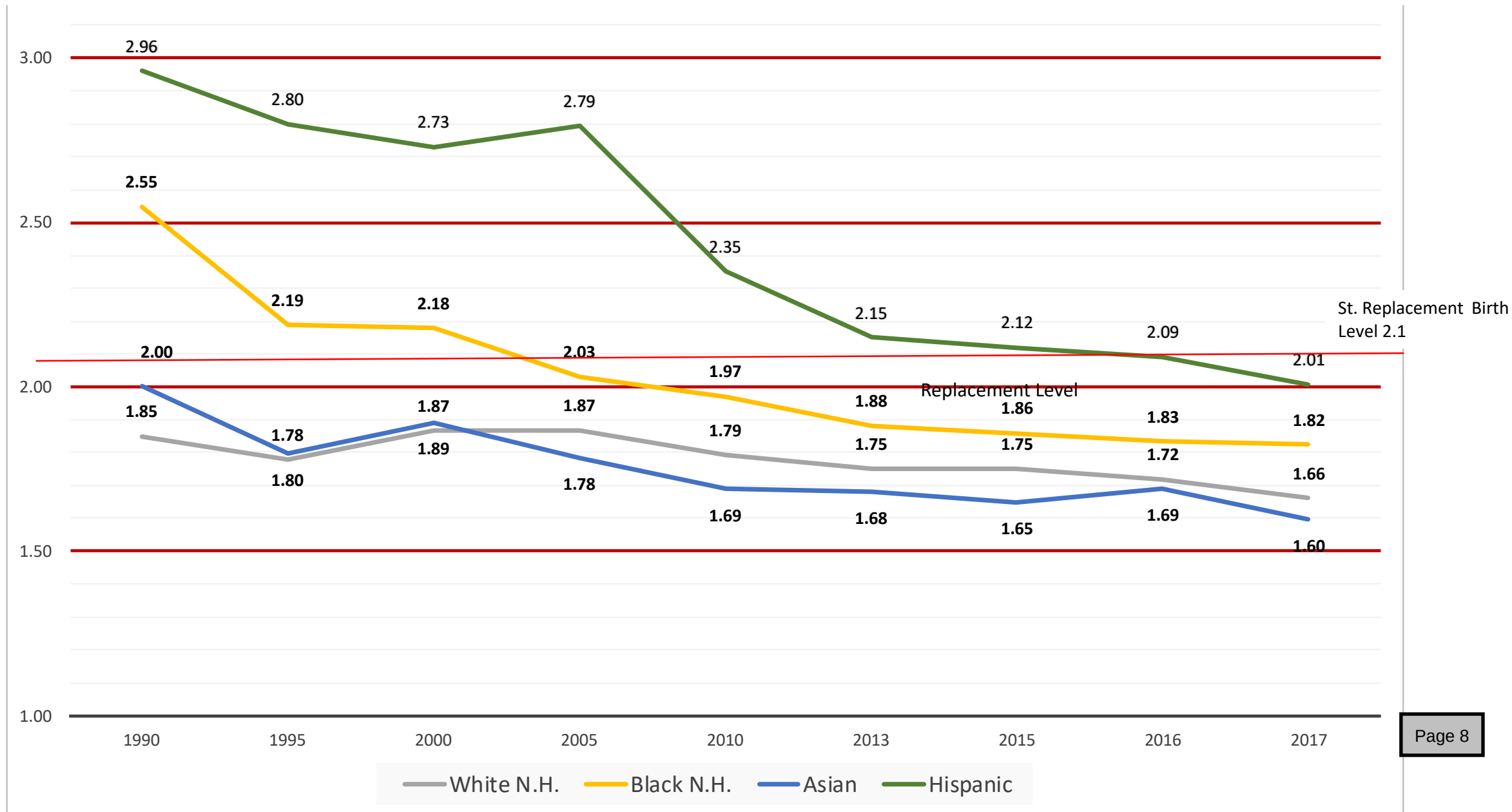


Color Code
(World Regions)



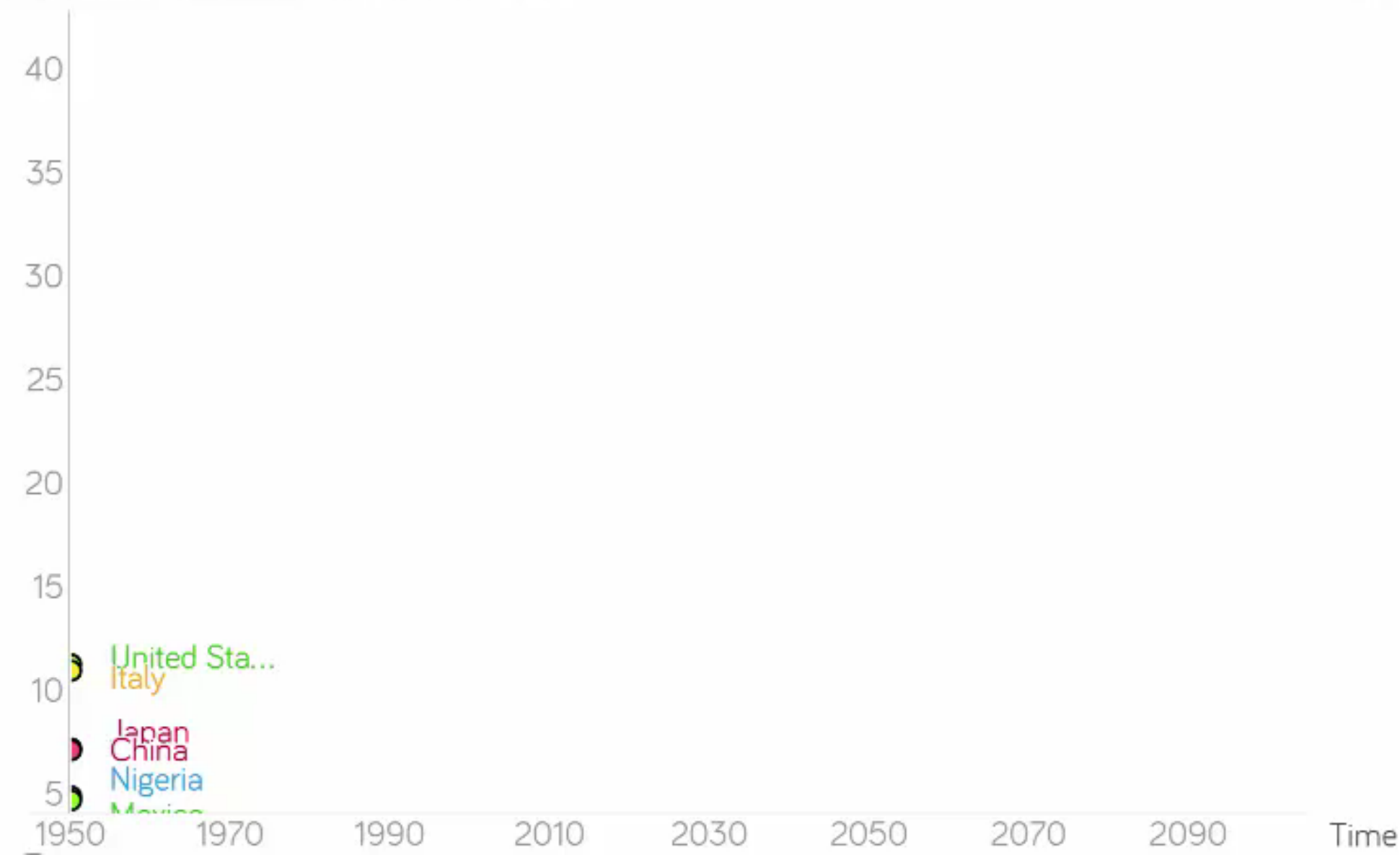
The Future: Fertility Trends

1.



Global Aging VIDEO

Population aged 60+, both sexes (%) ?



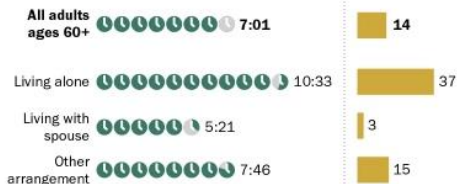
Kodokushi

1.

Over 10 hours of daily time alone for older Americans living on their own

Daily time spent alone (hours:minutes) of all measured time, among those ages 60 and older

% of people who spent all measured time alone, among those ages 60 and older



Note: Based on non-institutionalized people ages 60 and older. Measured time includes all waking hours, other than time spent in personal activities. "Living with spouse" includes those living with a cohabiting partner. Source: Pew Research Center analysis of 2014-2017 American Time Use Survey (ATUS).

PEW RESEARCH CENTER



Changing Global Growth Patterns

By 2100, five of the world's 10 largest countries are projected to be in Africa

Countries with largest population, in millions



Note: Countries are based on current borders. In this data source, China does not include Hong Kong, Macau or Taiwan. Regions follow United Nations definitions and may differ from other Pew Research Center reports.

Source: United Nations Department of Economic and Social Affairs, Population Division, "World Population Prospects 2019."

PEW RESEARCH CENTER

Looking to the year 2100

Fertility Rate continues to decline 2.5 to 1.9

-Median Age increase to 42 from 31 (2018) from 24 (1950)

-Africa is the only world region projected to have strong population growth

-Europe and Latin America are both expected to have declining populations by 2100

-Asian population is expected to increase from 4.6 billion in 2020 to 5.3 billion in 2055, then start to decline

-In the Northern America region, migration from the rest of the world is expected to be the primary driver of continued population growth

-Six countries are projected to account for more than half of the world's population growth

-India is projected to surpass China as the world's most populous country by 2027

-Between 2020 and 2100, 90 countries are expected to lose population

-Africa is projected to overtake Asia in births by 2060

-The Latin America and Caribbean region is expected to have the oldest population of any world region by 2100

US White Population 1970-2017

1.

TABLE 1

U.S. white population, 1970 to 2017

	White population*	Change
1970 Census	169,023,068	
1980 Census	180,256,366	11,233,298
1990 Census	188,128,296	7,871,930
2000 Census	194,552,774	6,424,478
2010 Census	196,817,552	2,264,778
2011..	197,486,707	669,155
2012..	197,641,635	154,928
2013..	197,692,643	51,008
2014..	197,802,527	109,884
2015..	197,844,074	41,547
2016..	197,834,599	(9,475)
2017..	197,803,083	(31,516)

* Non Hispanic whites

Source: US Decennial Censuses and Census Population Estimates, released June 21, 2018



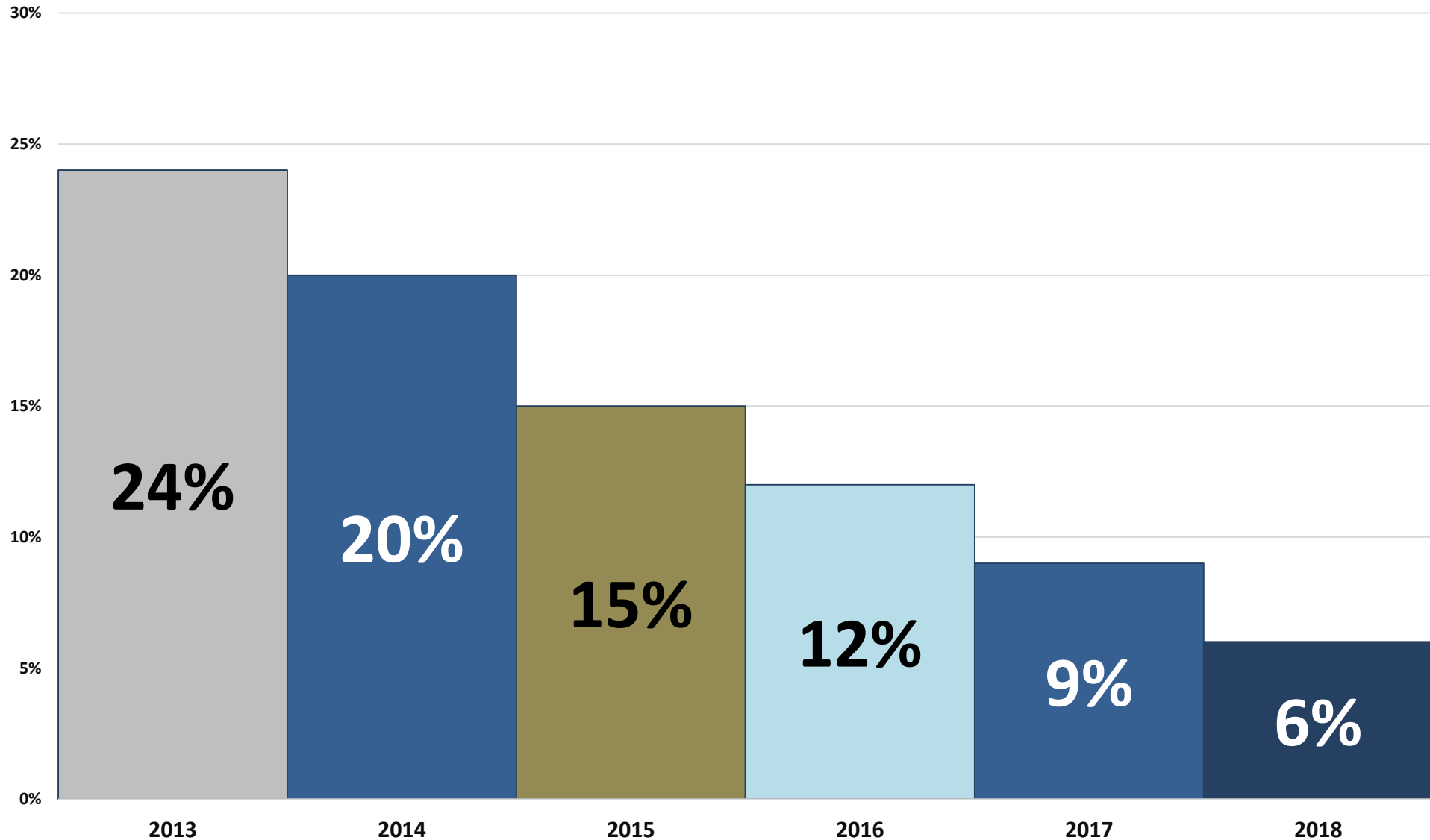
Metropolitan Policy Program
at BROOKINGS

Metro Atlanta Perceptions

The Economy is Stronger

1.

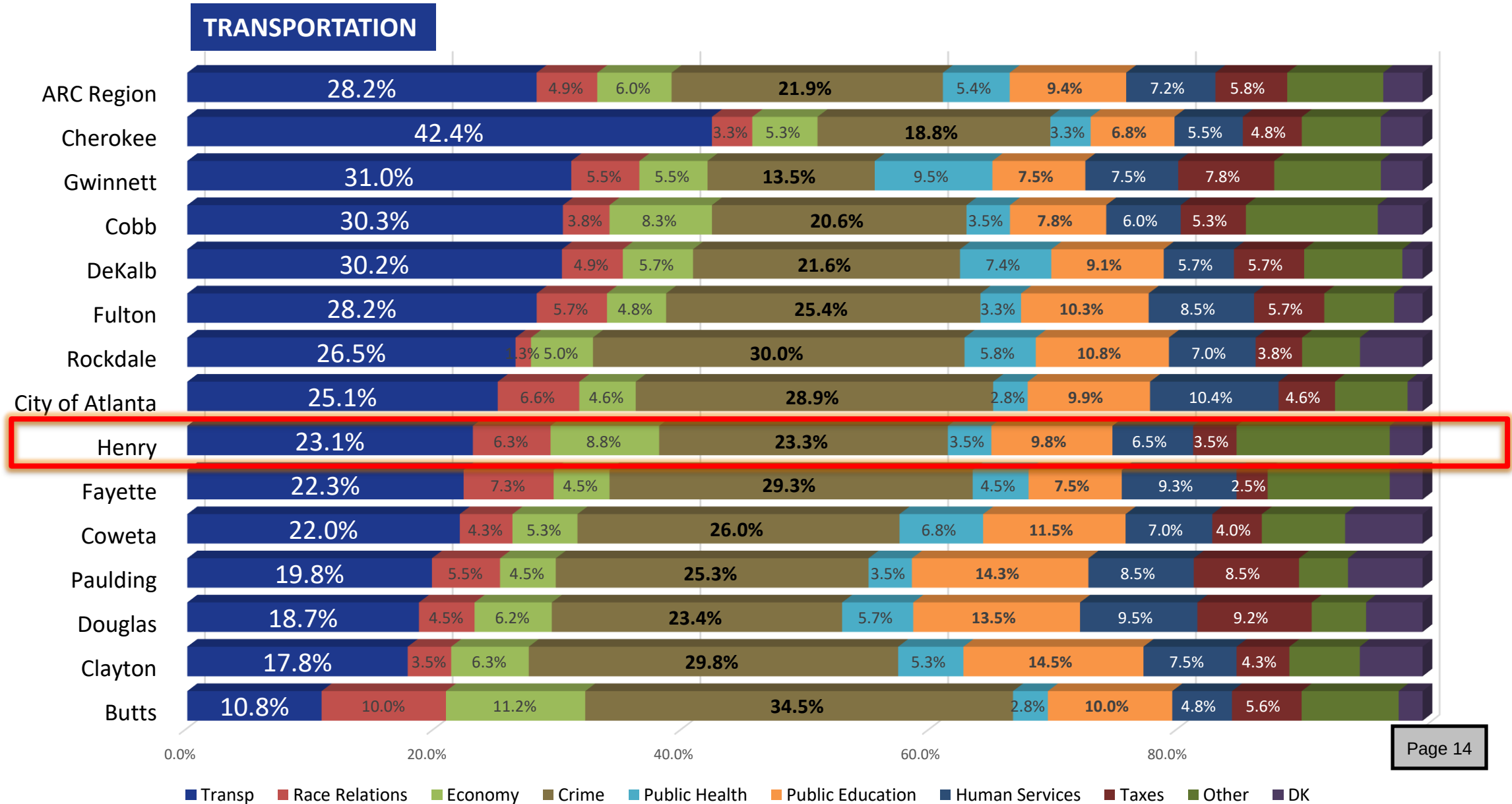
Percent of Respondents Choosing "Economy" As Region's Problem: 2013-2018



Source: Metro Atlanta Speaks 2018 Survey

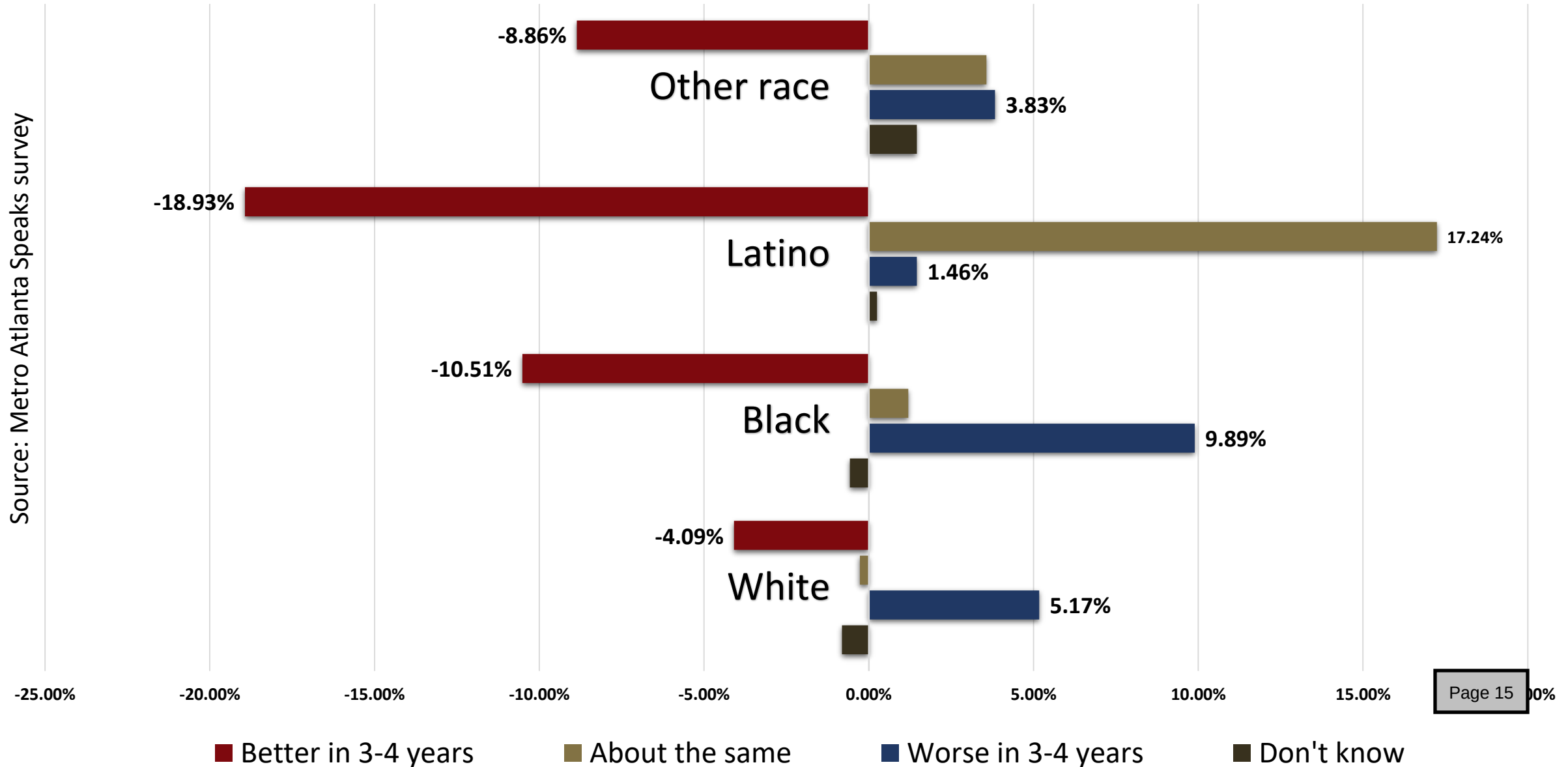
What is the Biggest Problem Facing the Region?

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Percentage Change in People's Opinions of the Future 2016 to 2018

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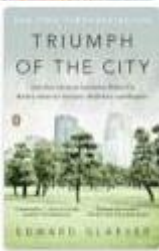


State, Metro and Local Population Growth

regional impact + local relevance

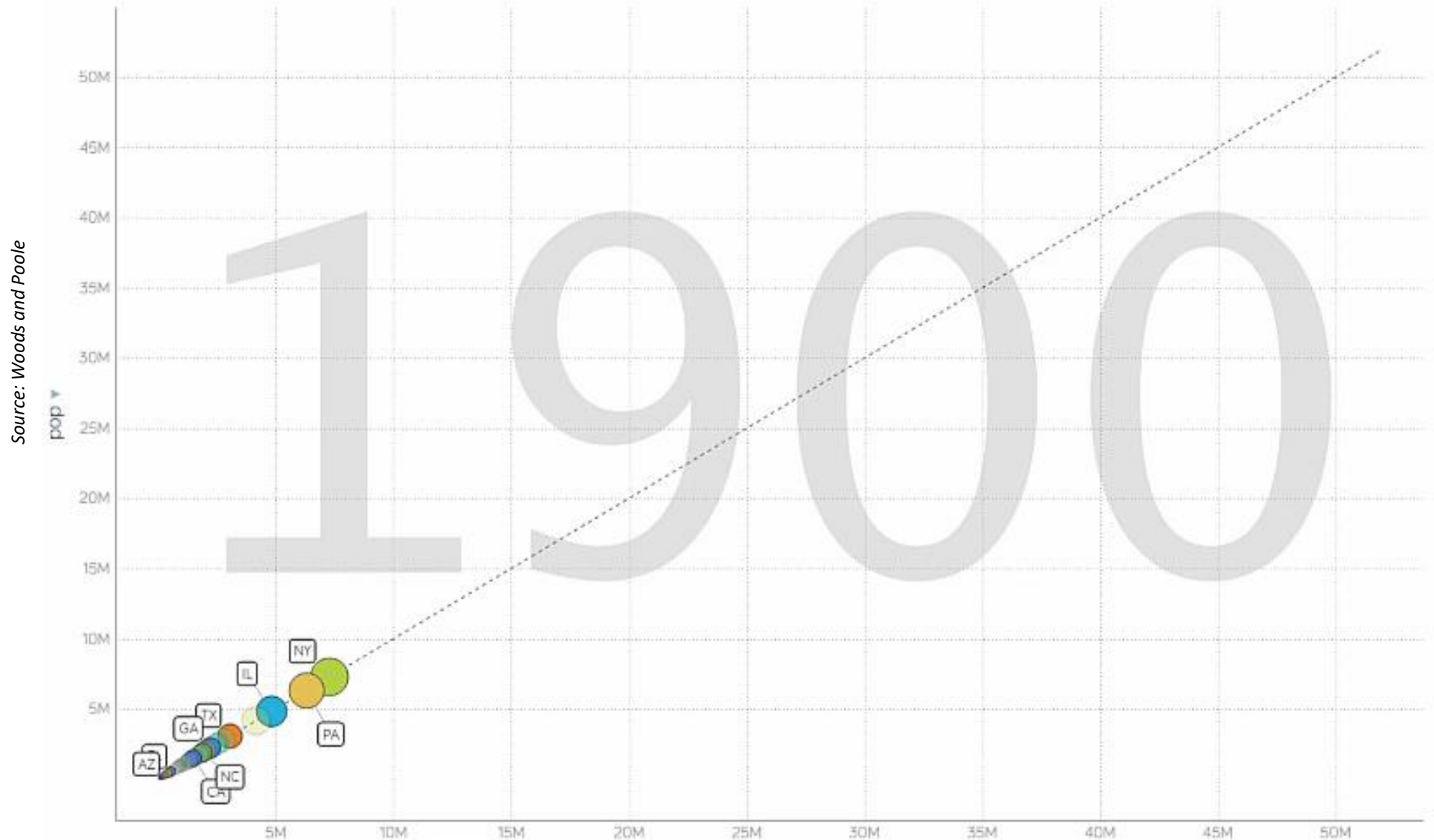


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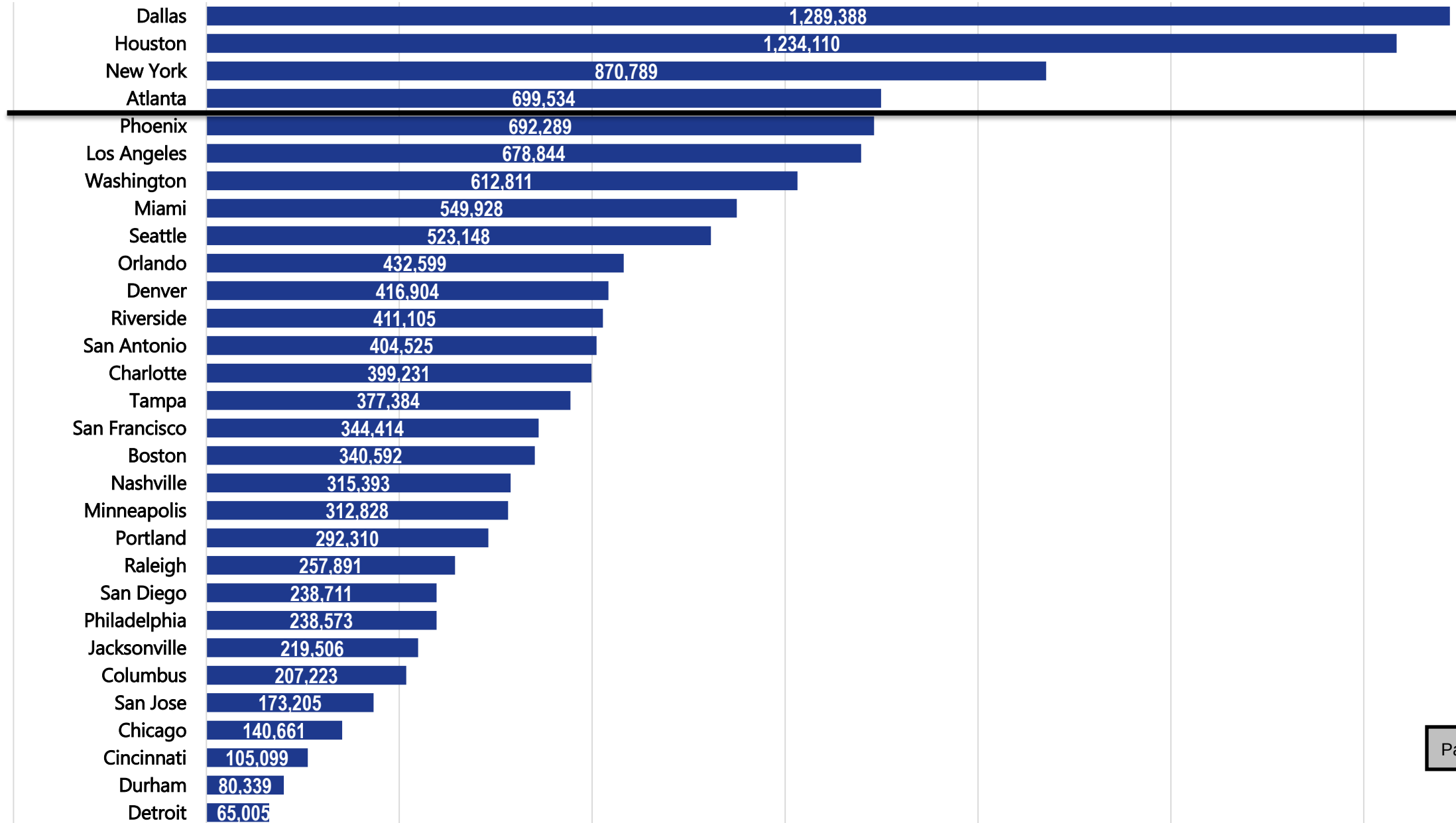
State Growth

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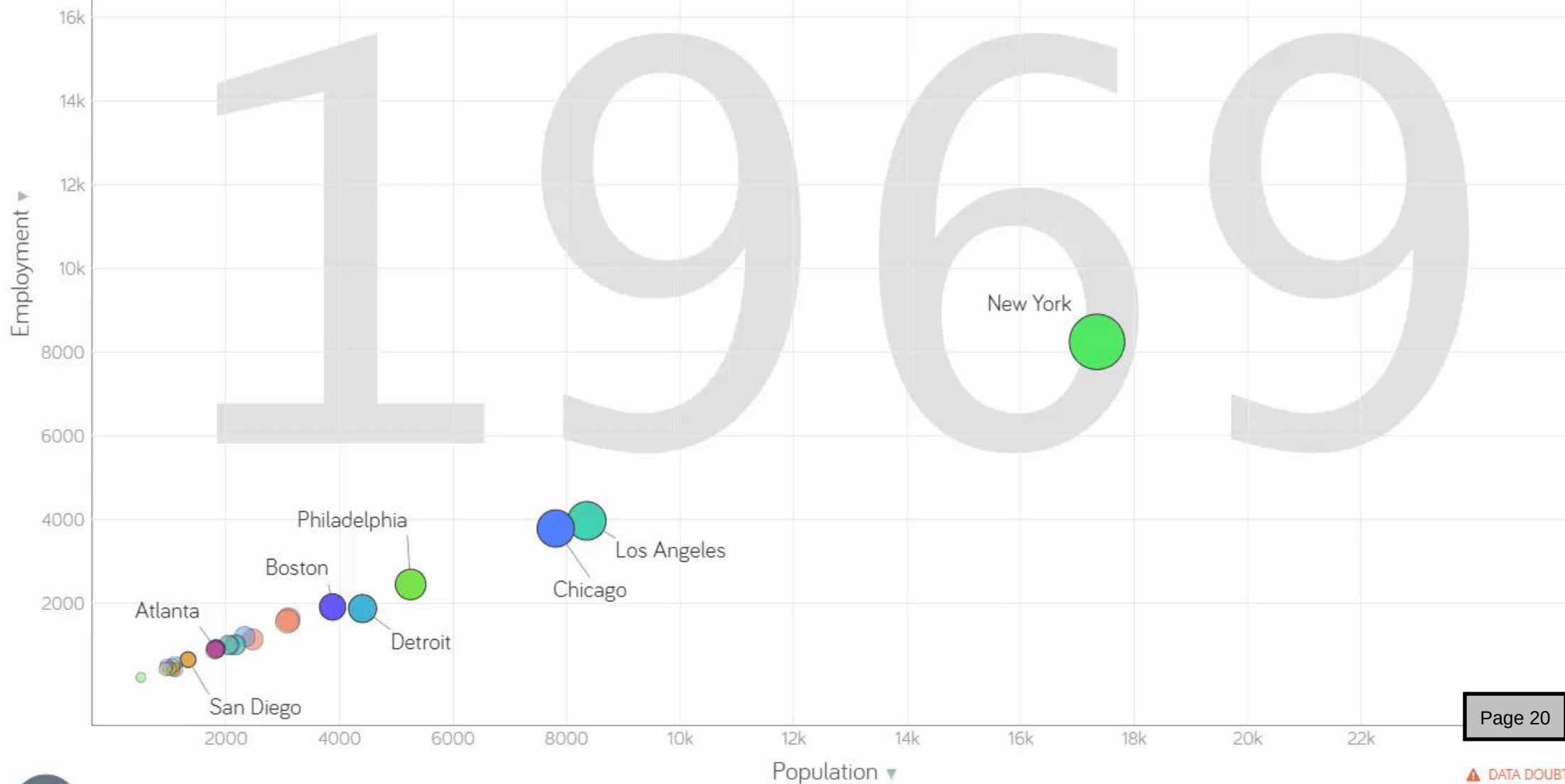
Population Growth, 2010-2019

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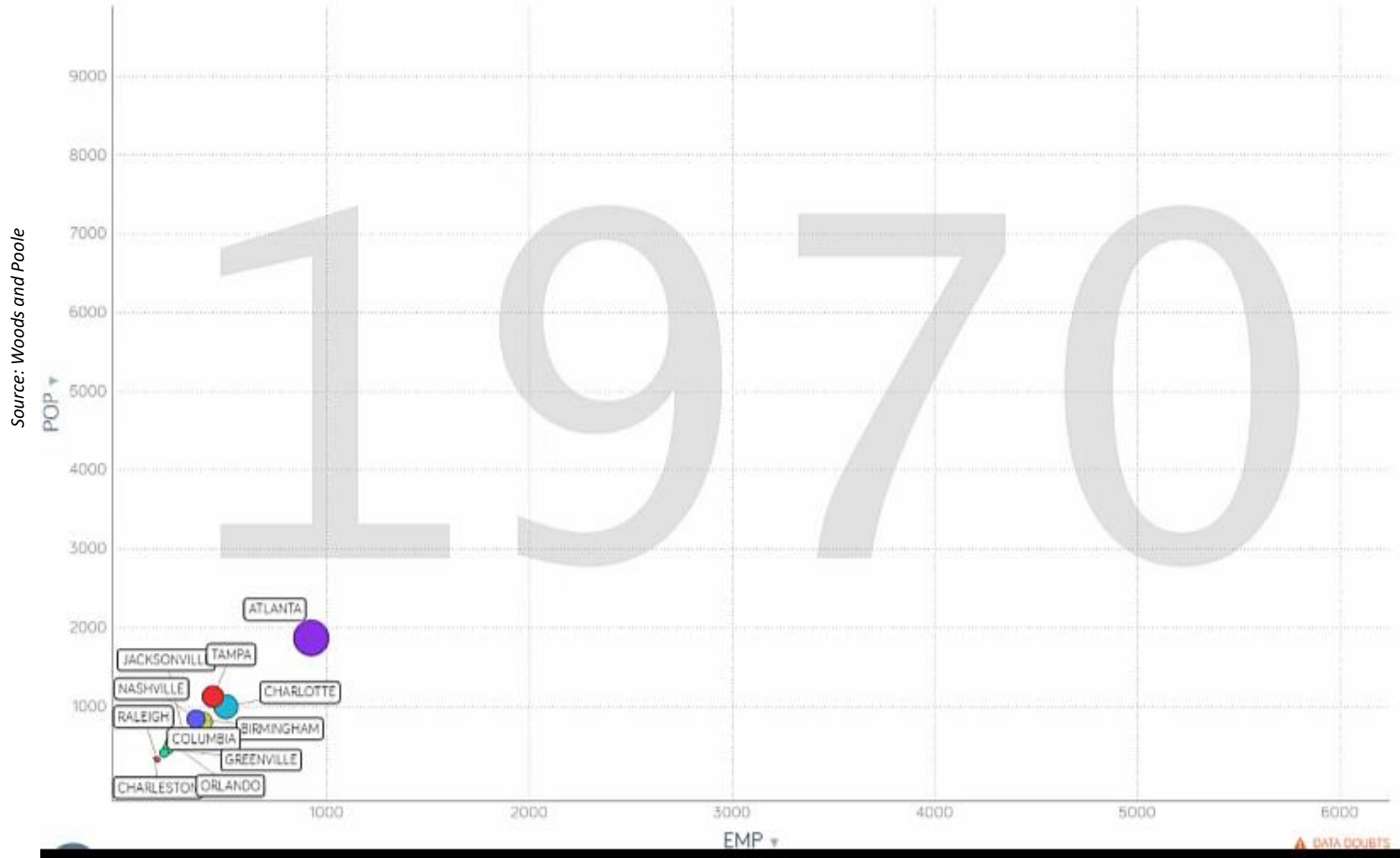
Metro Growth VIDEO

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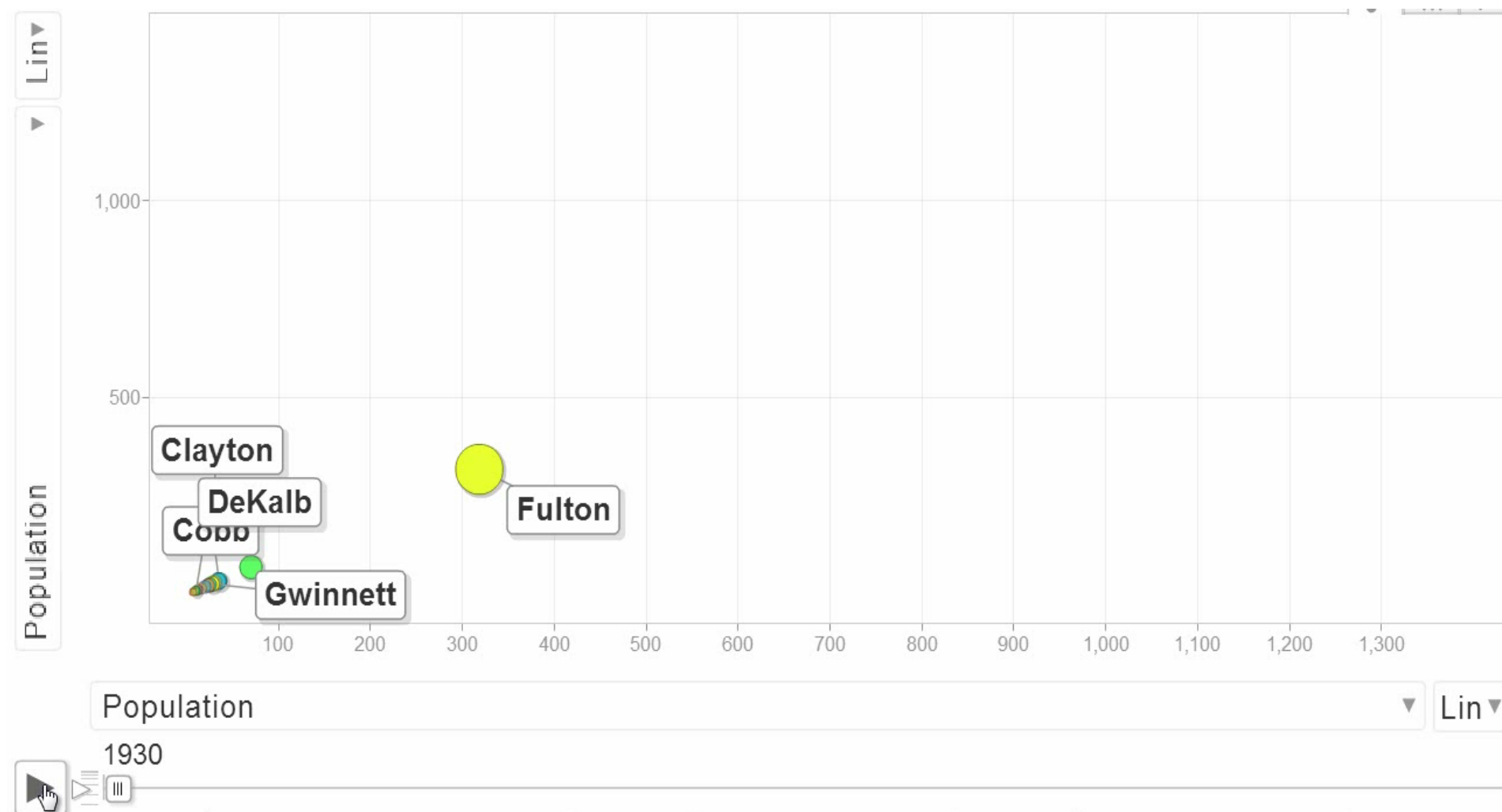
Metro Growth

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120 Years of Growth

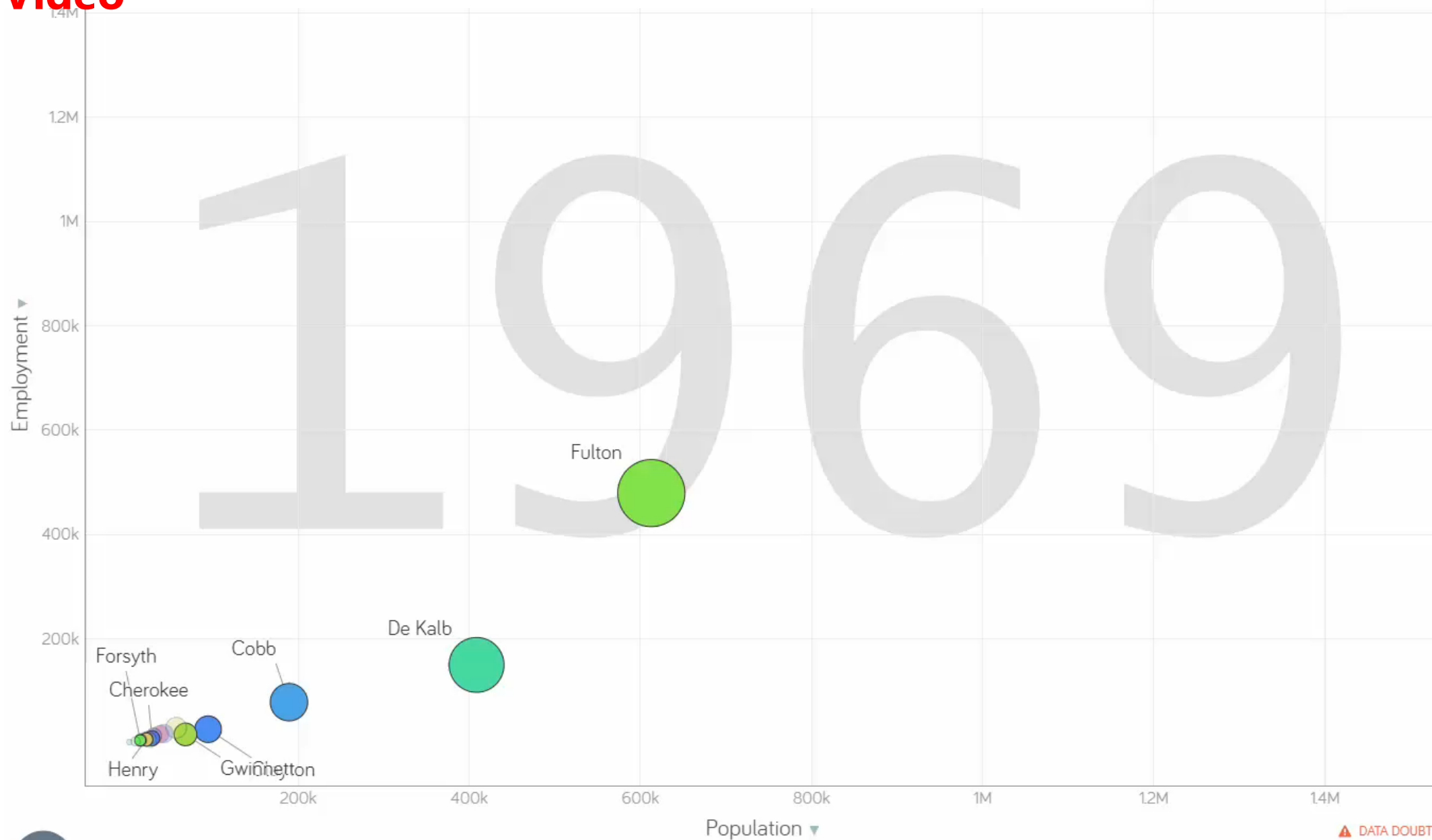
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All Metro Counties *Series 16 Forecast Draft*

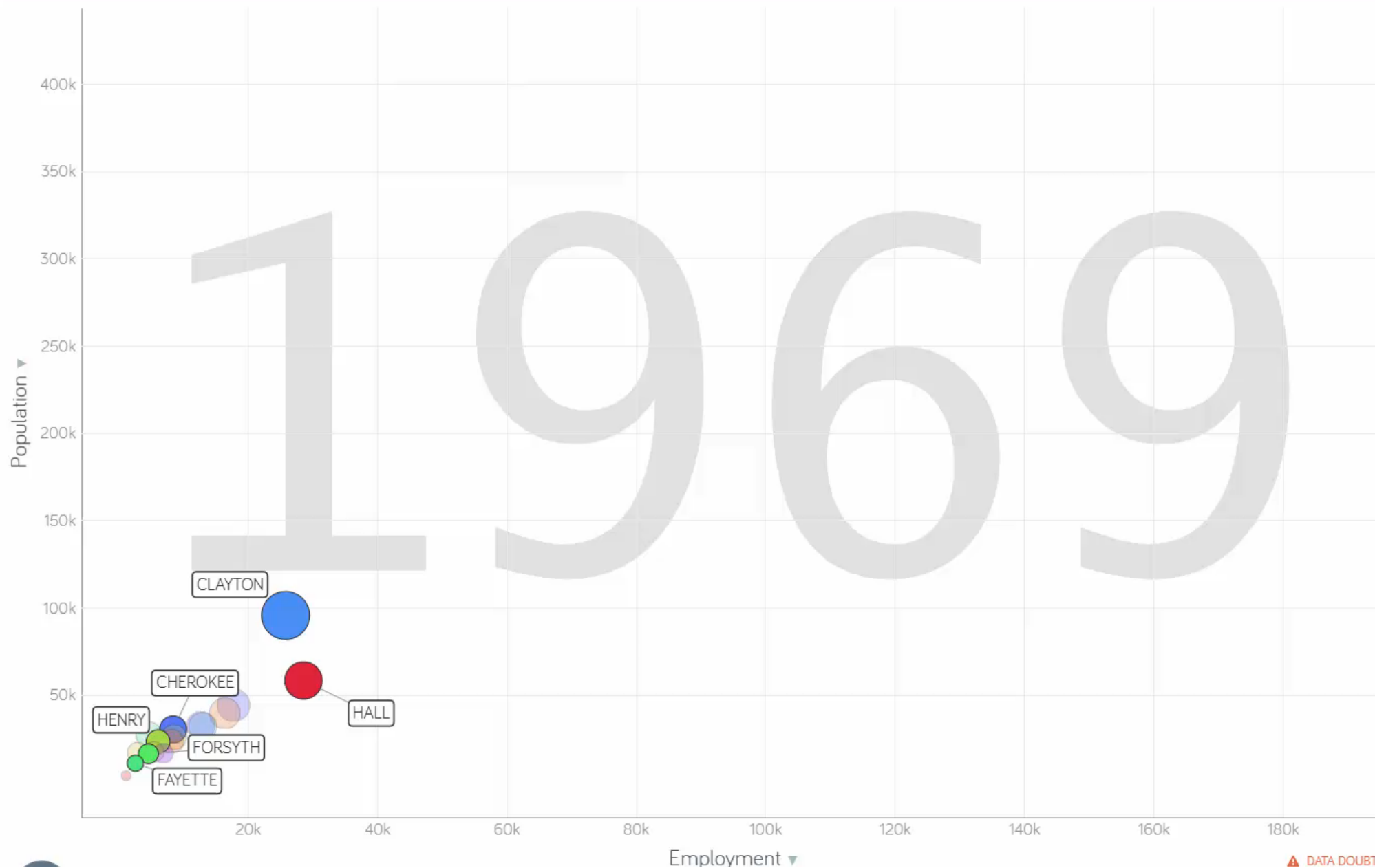
Video

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Metro Counties2 (without Fulton, Gwinnett, Cobb, DeKalb) **Video**

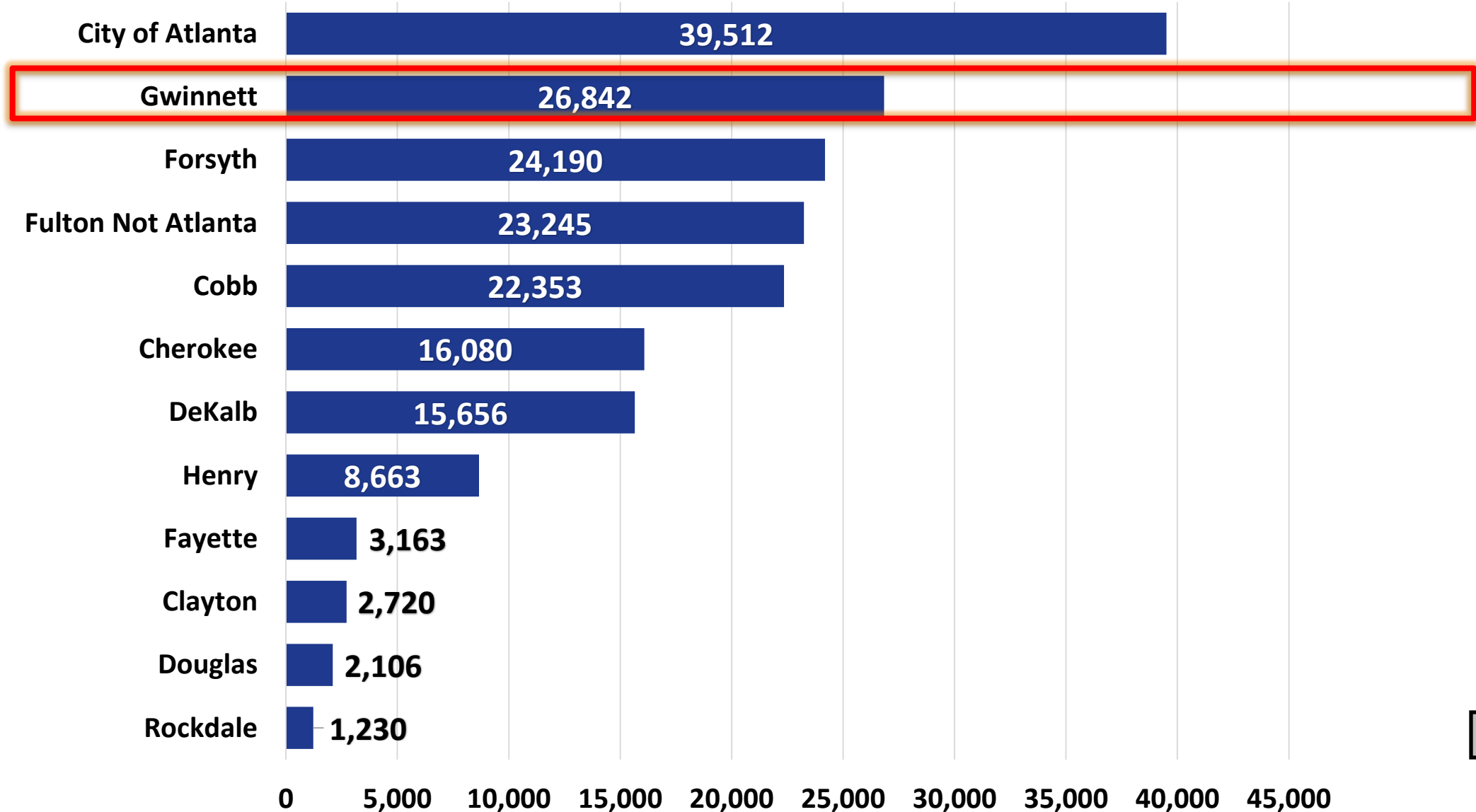
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Building Permit Trends 2010-2018

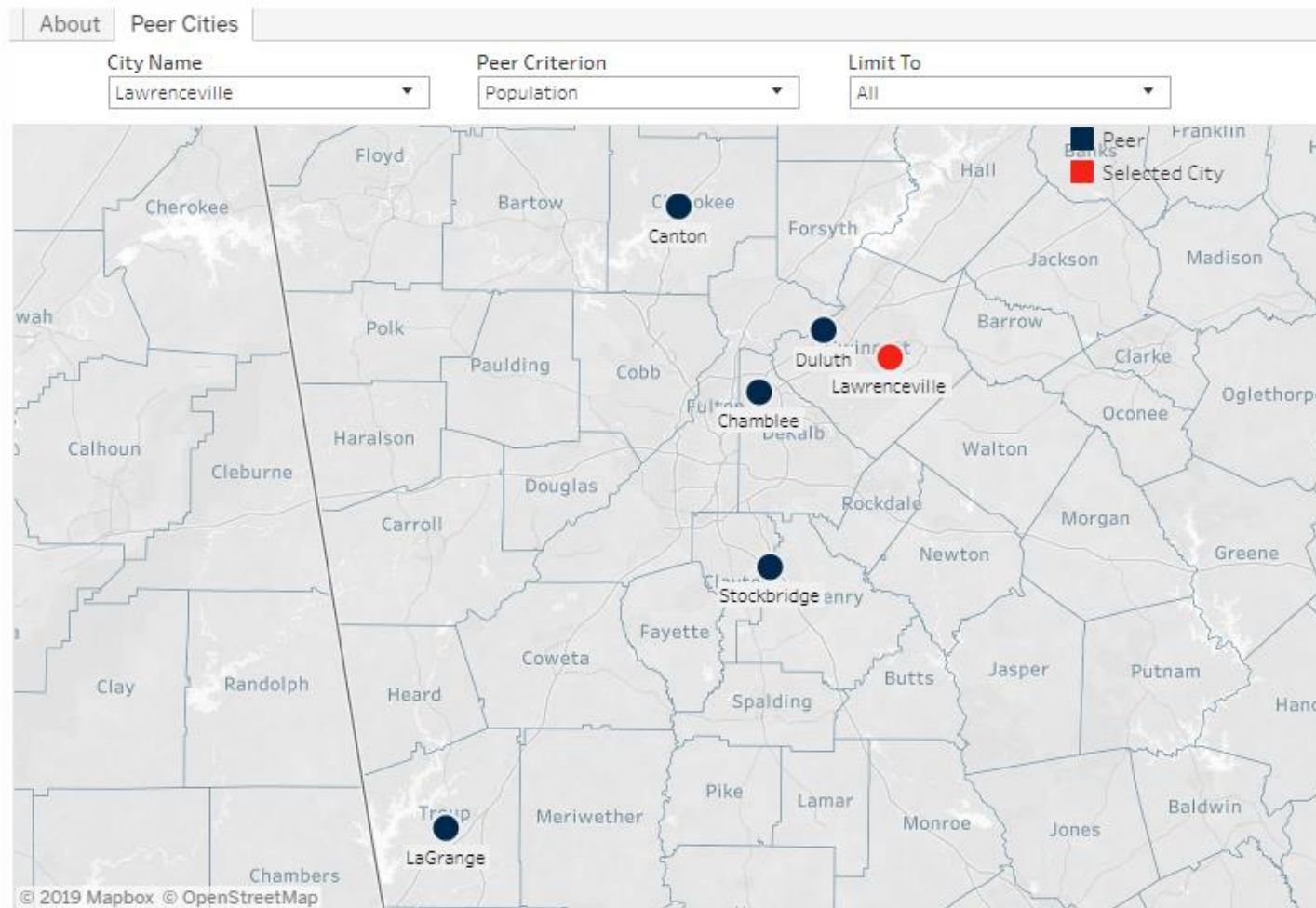
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Total



Source: State of the Cities Database (SOCDS)

Georgia Cities Like Mine



Peers for **Lawrenceville**, using population to identify peers, all municipalities.

	Peer Name	District	Form of Government	Population	Total Expenditures
0	Lawrenceville	3	Council-Manager	29,795	\$18,869,965
1	Chamblee	3	Council-Manager	29,691	\$19,024,213
2	Stockbridge	3	Council-Manager	29,638	\$5,506,435
3	Duluth	3	'Weak' Mayor-Council	29,527	\$18,810,775
4	Canton	3	Council-Manager	29,306	\$14,647,973
5	LaGrange	4	Council-Manager	30,291	\$25,188,547

Gwinnett Cities

1.

ARC

regional impact + local relevance

+

Variable	Suwanee	Sugar Hill	Snellville	Rest Haven	Peachtree Corners	Norcross	Loganville	Lilburn	Lawrenceville	Grayson	Duluth	Dacula	Buford	Braselton Town	Berkeley Lake	Auburn	Gwinnett Co	Georgia	United States	Atlanta MSA
Age 0-4	5.77%	7.25%	5.63%	6.25%	7.02%	9.44%	6.50%	6.57%	7.88%	6.08%	6.31%	6.53%	7.50%	7.17%	5.00%	6.60%	6.96%	6.38%	5.99%	6.44%
Age 5-9	6.57%	7.81%	5.86%	6.25%	6.98%	8.48%	6.75%	6.93%	7.79%	6.78%	6.29%	6.98%	7.78%	7.68%	6.06%	6.85%	7.21%	6.57%	6.14%	6.68%
Age 10-14	7.70%	8.50%	6.39%	6.25%	6.98%	7.44%	7.01%	7.31%	7.37%	7.29%	6.40%	7.37%	7.74%	8.00%	7.20%	6.97%	7.52%	6.66%	6.30%	6.87%
Age 15-19	7.37%	7.10%	6.41%	6.25%	6.44%	6.25%	6.72%	6.53%	6.94%	6.74%	5.73%	7.09%	6.96%	6.82%	6.61%	6.18%	6.92%	6.59%	6.34%	6.61%
Age 20-24	5.70%	5.72%	6.03%	6.25%	6.78%	6.92%	6.17%	5.58%	7.12%	5.73%	6.06%	5.99%	5.76%	5.27%	4.45%	5.85%	6.47%	6.79%	6.69%	6.58%
Age 25-29	6.33%	6.88%	7.35%	6.25%	7.83%	9.68%	7.84%	6.87%	8.19%	7.79%	7.97%	7.61%	6.83%	6.36%	5.18%	7.68%	7.74%	7.49%	7.20%	7.68%
Age 30-34	6.17%	6.09%	6.29%	6.25%	7.38%	9.76%	7.01%	6.89%	7.32%	7.05%	7.64%	7.22%	6.55%	5.99%	4.68%	7.29%	7.25%	7.03%	6.80%	7.20%
Age 35-39	7.30%	6.85%	5.60%	6.25%	7.10%	8.94%	6.46%	6.98%	7.10%	6.30%	7.67%	6.95%	7.25%	6.87%	5.60%	7.64%	7.21%	6.80%	6.58%	7.09%
Age 40-44	7.37%	7.75%	5.56%	6.25%	6.54%	7.21%	6.81%	6.22%	6.58%	6.32%	7.10%	6.55%	6.98%	7.15%	5.87%	6.78%	6.97%	6.32%	5.99%	6.72%
Age 45-49	8.39%	8.15%	6.37%	6.25%	6.90%	6.21%	7.00%	6.80%	6.74%	7.62%	7.25%	7.48%	6.90%	7.40%	8.12%	6.72%	7.25%	6.59%	6.21%	7.00%
Age 50-54	8.31%	7.13%	6.70%	6.25%	6.44%	5.01%	7.06%	6.42%	5.87%	7.55%	7.07%	7.20%	6.24%	6.99%	8.44%	6.97%	6.73%	6.40%	6.30%	6.65%
Age 55-59	7.88%	6.38%	7.57%	6.25%	6.70%	4.49%	6.94%	6.75%	5.33%	7.62%	7.26%	6.72%	5.63%	6.40%	9.59%	7.54%	6.46%	6.53%	6.75%	6.51%
Age 60-64	5.58%	5.05%	6.90%	6.25%	5.91%	3.52%	5.14%	6.01%	4.82%	5.88%	6.25%	5.38%	4.97%	5.27%	8.07%	5.97%	5.26%	5.87%	6.31%	5.59%
Age 65-69	3.92%	3.74%	5.85%	6.25%	4.41%	2.72%	4.20%	5.49%	3.79%	4.50%	4.57%	4.27%	3.90%	4.51%	6.19%	4.42%	4.02%	4.96%	5.42%	4.55%
Age 70-74	2.67%	2.58%	4.51%	4.69%	3.20%	1.74%	3.30%	3.83%	2.79%	3.03%	2.87%	2.92%	3.22%	3.79%	4.40%	3.13%	2.76%	3.80%	4.25%	3.40%
Age 75-79	1.58%	1.51%	2.93%	3.13%	1.74%	1.11%	2.17%	2.37%	1.84%	1.80%	1.77%	1.81%	2.32%	2.28%	2.34%	1.86%	1.60%	2.41%	2.85%	2.08%
Age 80-84	0.83%	0.87%	1.97%	3.13%	0.91%	0.54%	1.31%	1.28%	1.20%	1.03%	0.91%	1.08%	1.45%	1.23%	1.15%	0.88%	0.90%	1.44%	1.87%	1.22%
Age 85+	0.60%	0.67%	2.07%	1.56%	0.75%	0.55%	1.63%	1.15%	1.33%	0.83%	0.89%	0.83%	2.03%	0.82%	1.10%	0.64%	0.78%	1.35%	2.02%	1.14%

Employment Overview

Lawrenceville City, GA

INCOME



\$54,231
Median Household
Income



\$24,108
Per Capita Income



\$55,664
Median Net Worth

BUSINESS



2,427
Total Businesses



37,497
Total Employees

COMMUTERS



19%
Spend 7+ hours
commuting to and from
work per week



82.3%
Drove Alone to Work

EDUCATION

15%

No High School
Diploma



22%
High School Diploma



32%
Some College



26%
Bachelor's/Grad/Prof Degree

KEY FACTS

32,149
Population

33.2
Median Age



11,128
Households

\$44,116
Median Disposable
Income

EMPLOYMENT



61%
White Collar



25%
Blue Collar



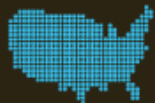
14%
Services

5.3%
Unemployment Rate

neighborhood
nexus

ARC

ATLANTA REGIONAL COMMISSION



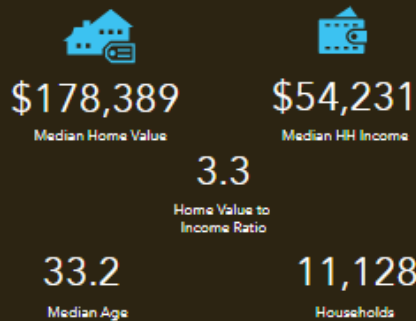
TAPESTRY SEGMENTATION

The Fabric of America's Neighborhoods

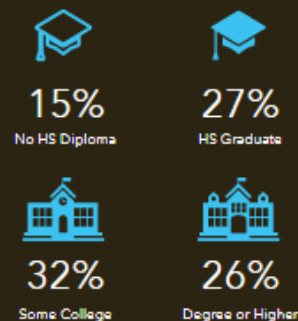
Tapestry LifeMode

learn more...	Households	HHs %	% US HHs	Index
Affluent Estates (L1)	0	0.00%	9.9%	0
Upscale Avenues (L2)	0	0.00%	5.7%	0
Uptown Individuals (L3)	0	0.00%	3.8%	0
Family Landscapes (L4)	1,637	14.71%	7.5%	196
GenXurban (L5)	1,101	9.89%	11.4%	87
Cozy Country Living (L6)	0	0.00%	12.0%	0
Ethnic Enclaves (L7)	4,072	36.59%	7.1%	517
Middle Ground (L8)	0	0.00%	10.9%	0
Senior Styles (L9)	179	1.61%	5.8%	28
Rustic Outposts (L10)	1,334	11.99%	8.2%	145
Midtown Singles (L11)	2,805	25.21%	6.2%	407
Hometown (L12)	0	0.00%	6.1%	0
Next Wave (L13)	0	0.00%	3.9%	0
Scholars and Patriots (L14)	0	0.00%	1.6%	0

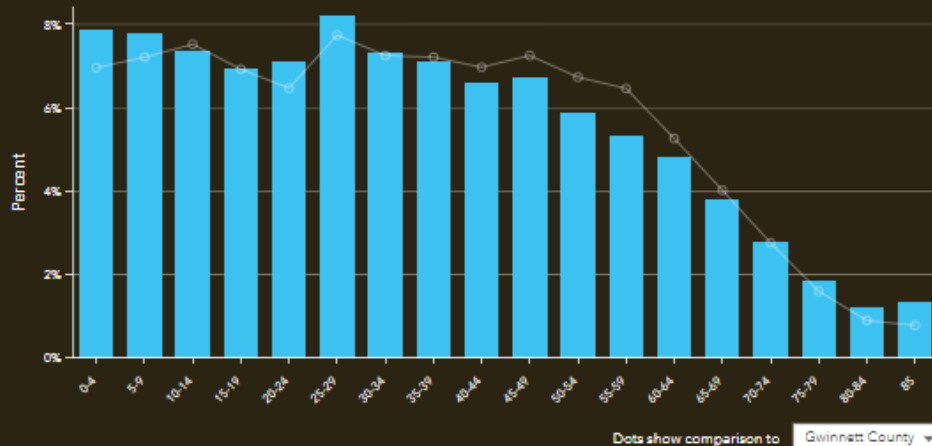
Key Facts



Education



Age Profile



Households By Income

The largest group: \$50,000 - \$74,999 (20.6%)

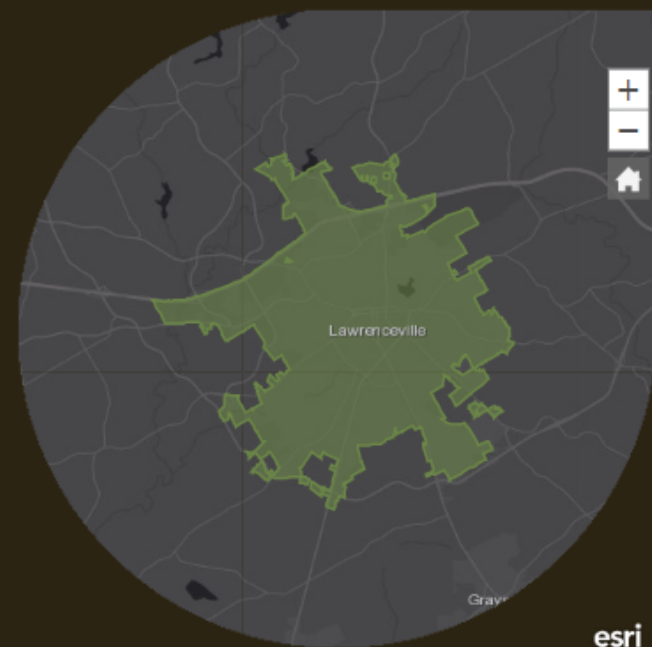
The smallest group: \$200,000+ (3.0%)

Indicator ▲	Value	Difference
<\$15,000	11.1%	+0.4%
\$15,000 - \$24,999	8.5%	-0.5%
\$25,000 - \$34,999	11.9%	+3.0%
\$35,000 - \$49,999	13.7%	+1.3%
\$50,000 - \$74,999	20.6%	+3.1%
\$75,000 - \$99,999	14.1%	+1.5%
\$100,000 - \$149,999	12.5%	-2.6%
\$150,000 - \$199,999	4.6%	-1.9%
\$200,000+	3.0%	-4.3%

Bars show deviation from

United States ▼

Lawrenceville City, GA

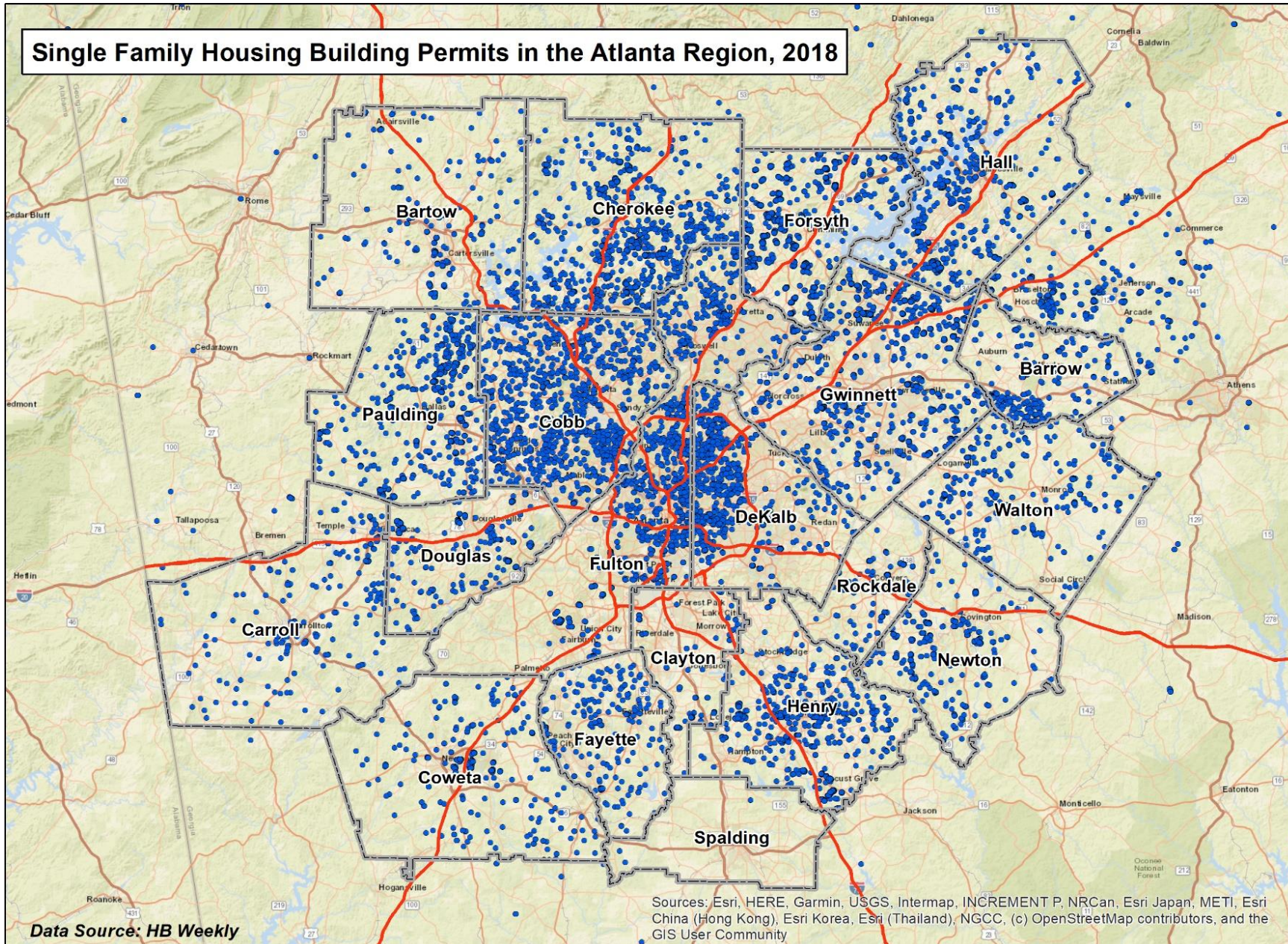


Tapestry Segments

	7C American Dreamers 1,796 households	16.1% of Households	▼
	11C Metro Fusion 1,675 households	15.1% of Households	▼
	7A Up and Coming Families 1,474 households	13.2% of Households	▼

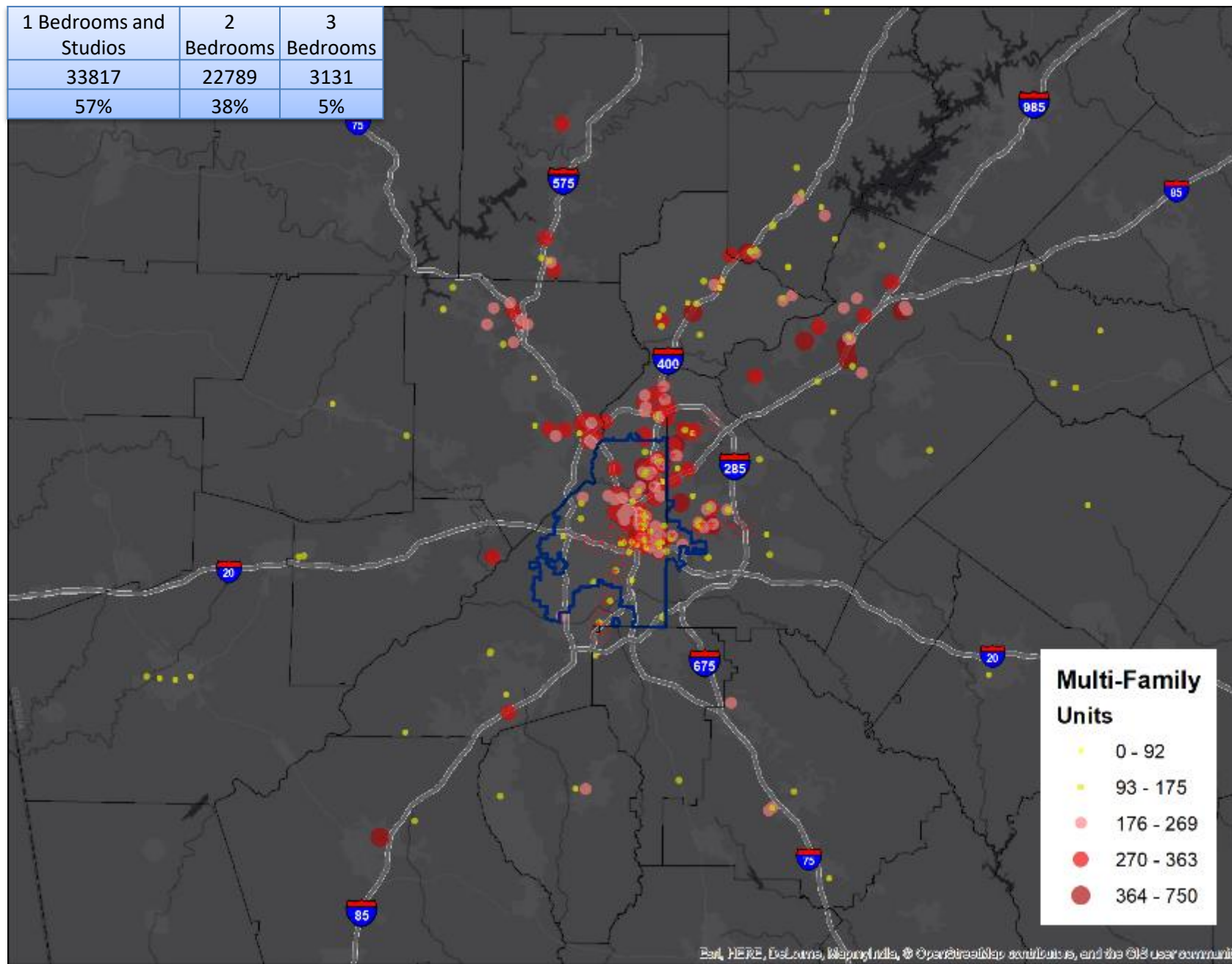
Where are we building?

1.



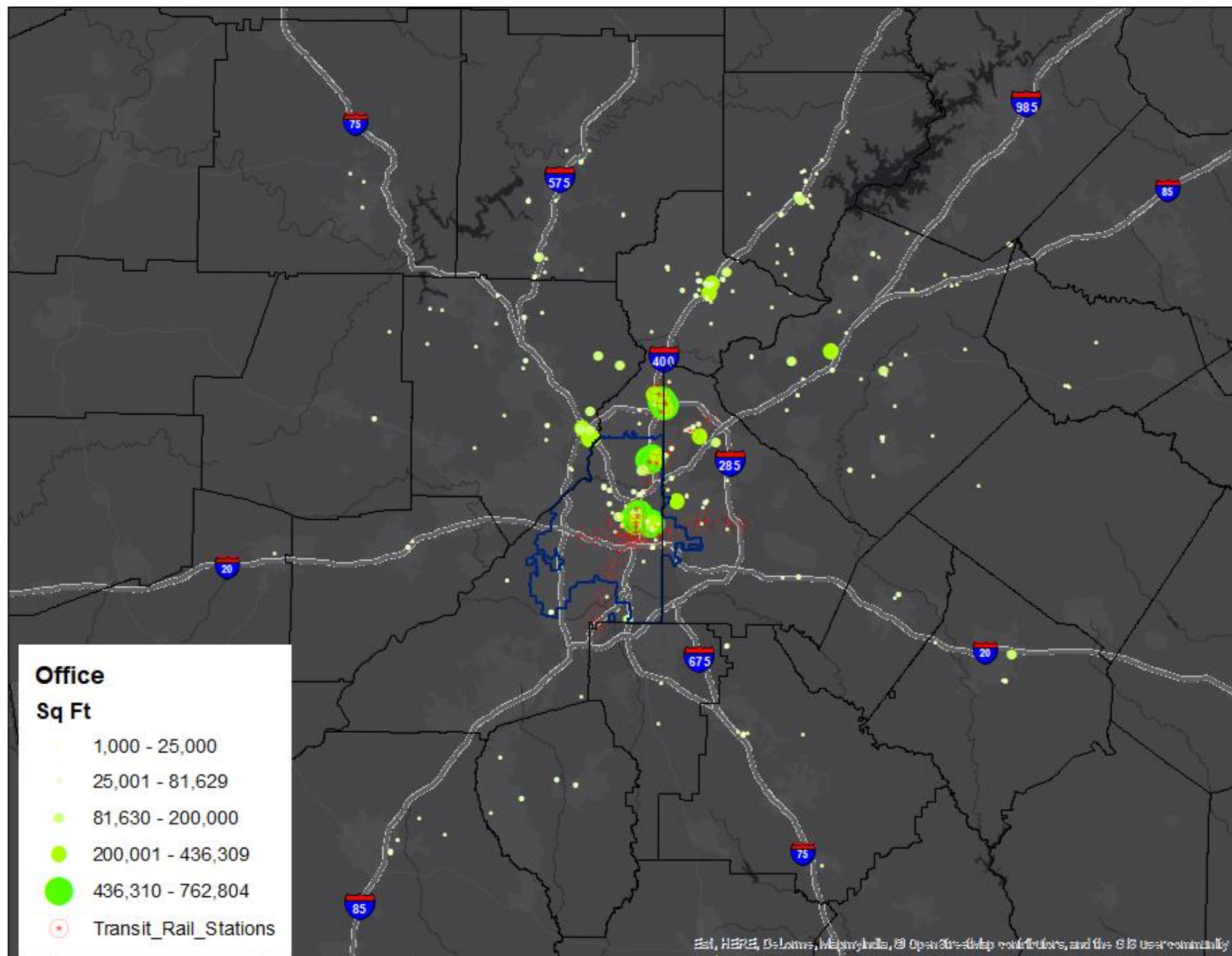
Multi- Family Construction since 2010

1.

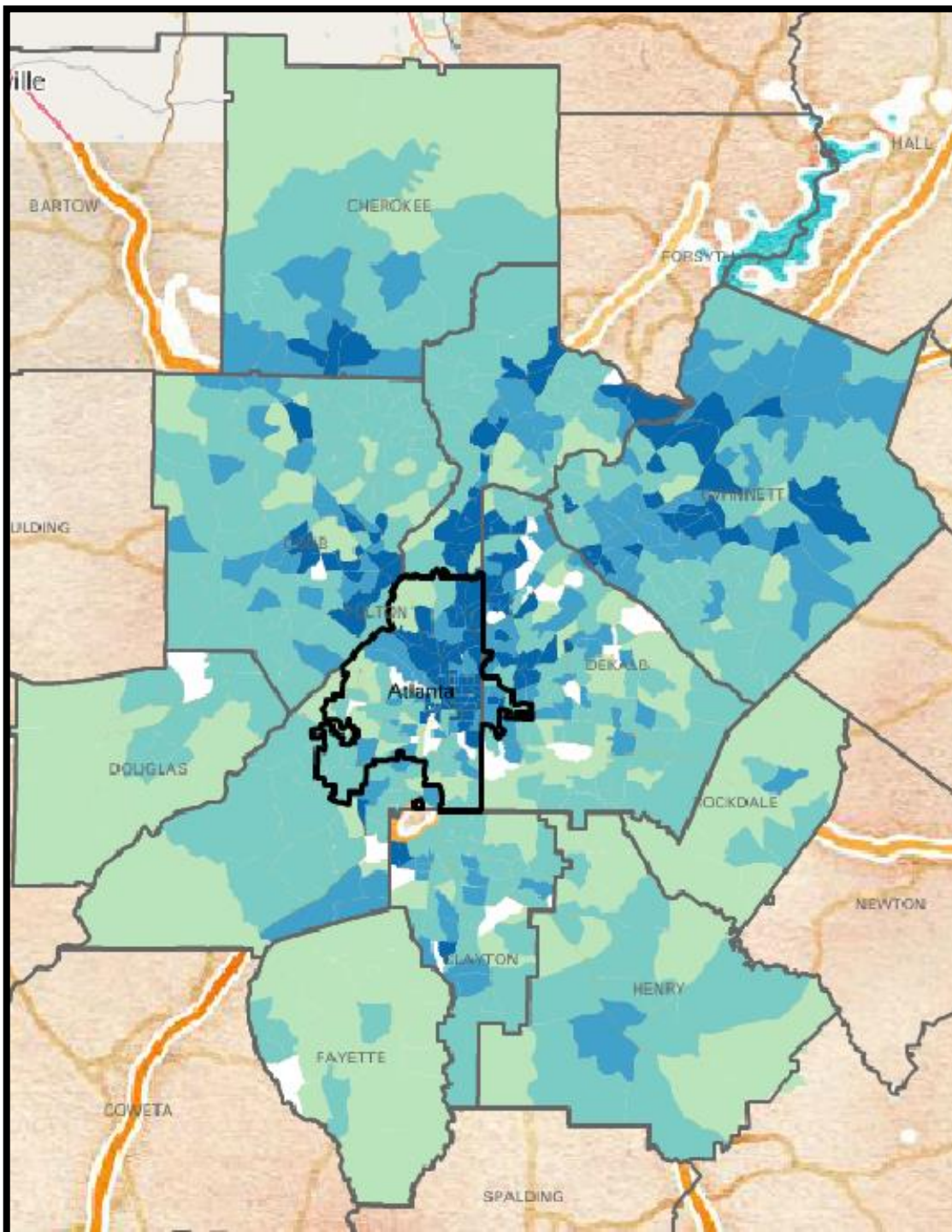


Office Construction since 2010

Source: CoStar; All Completed or Under Construction since 2010



1.



Where Population Growth is Going—Density 2010-2019

1.

Population Change Per Square
Mile: 2010 to 2019



Page 33

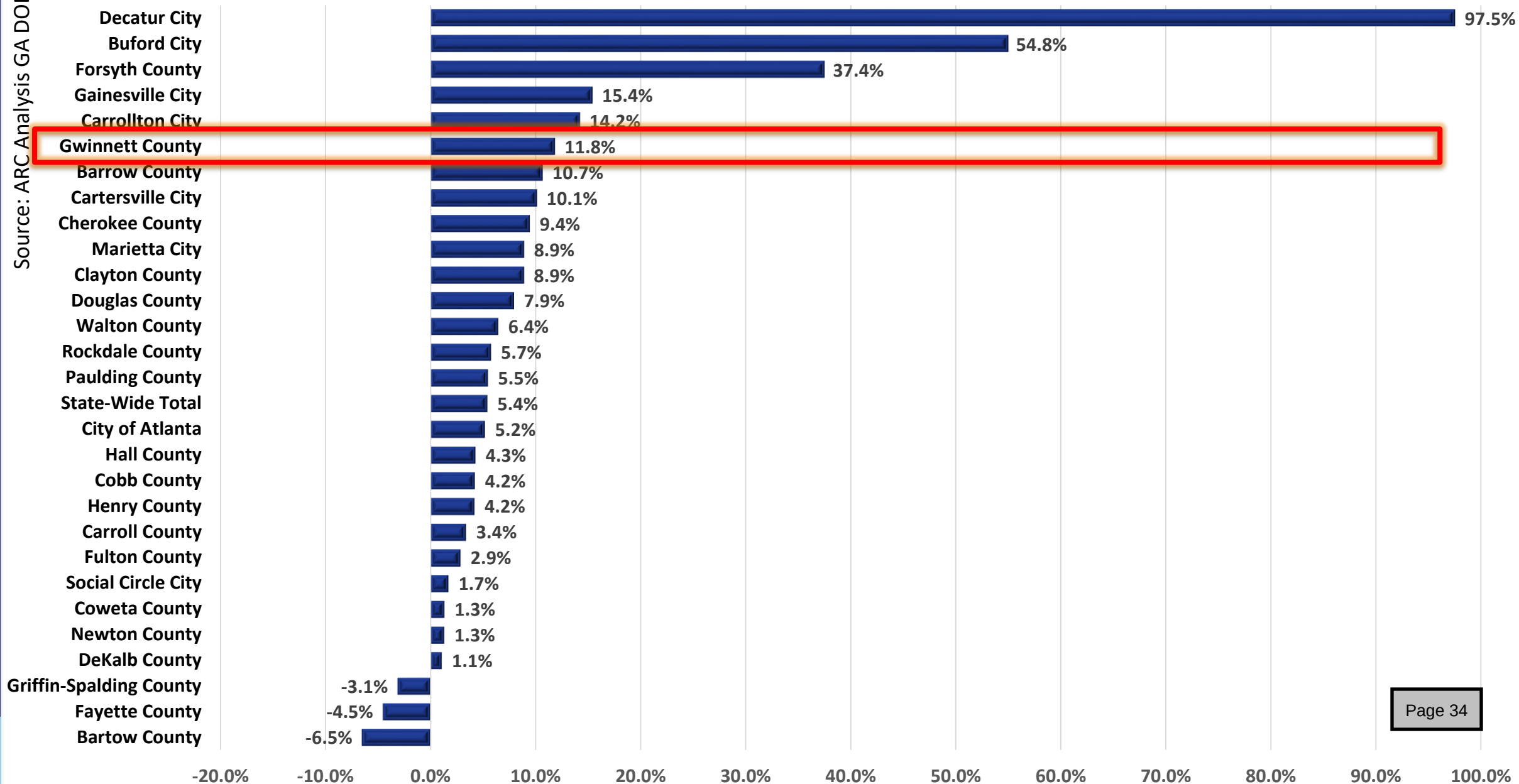
Source: ESRI (small-area population estimates)

Change in School Enrollment, 2010-2018 %

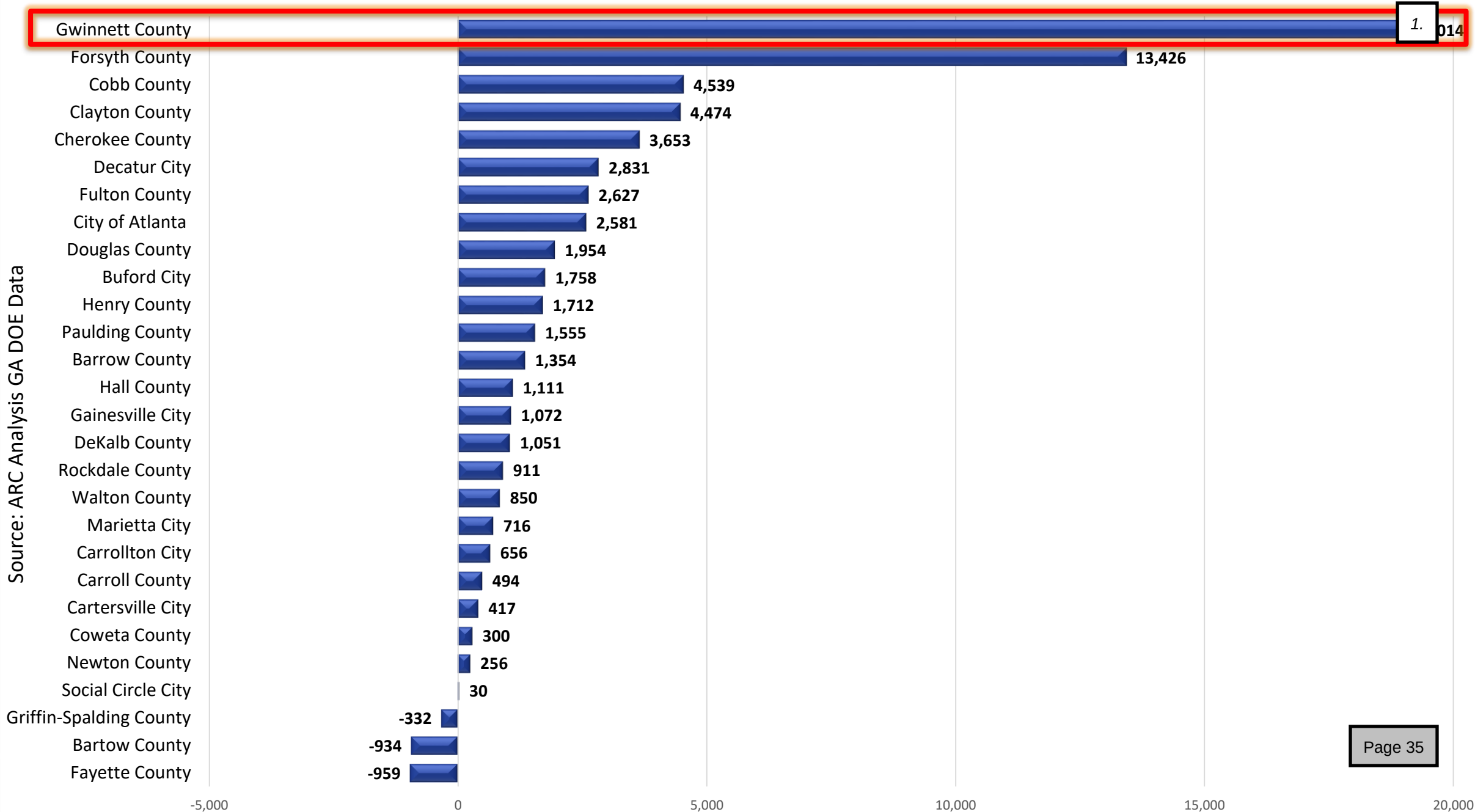
Source: ARC Analysis GA DOE Data

Percent Change in Enrollment: 20-County School Districts (and State)

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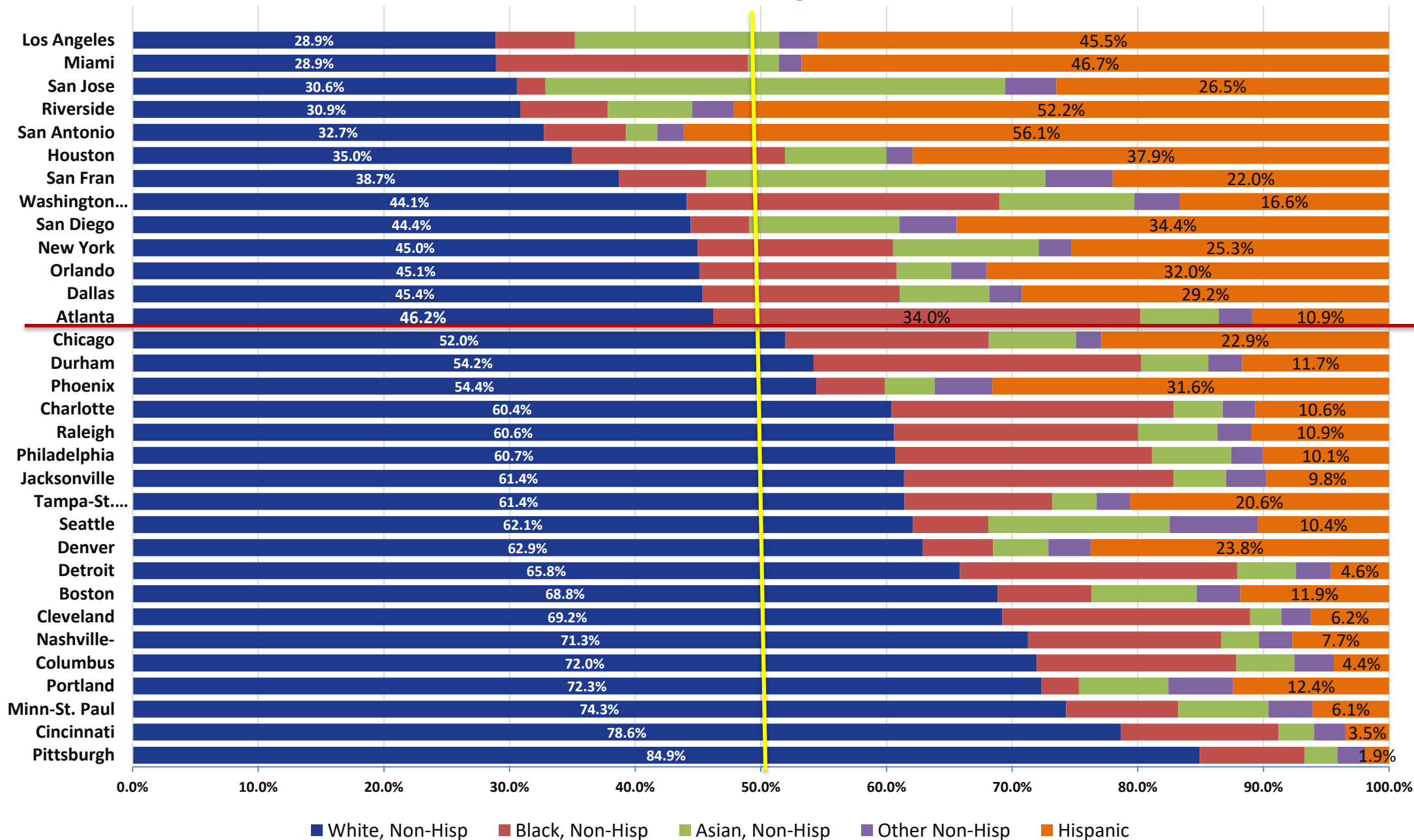
Change in School Enrollment, 2010-18



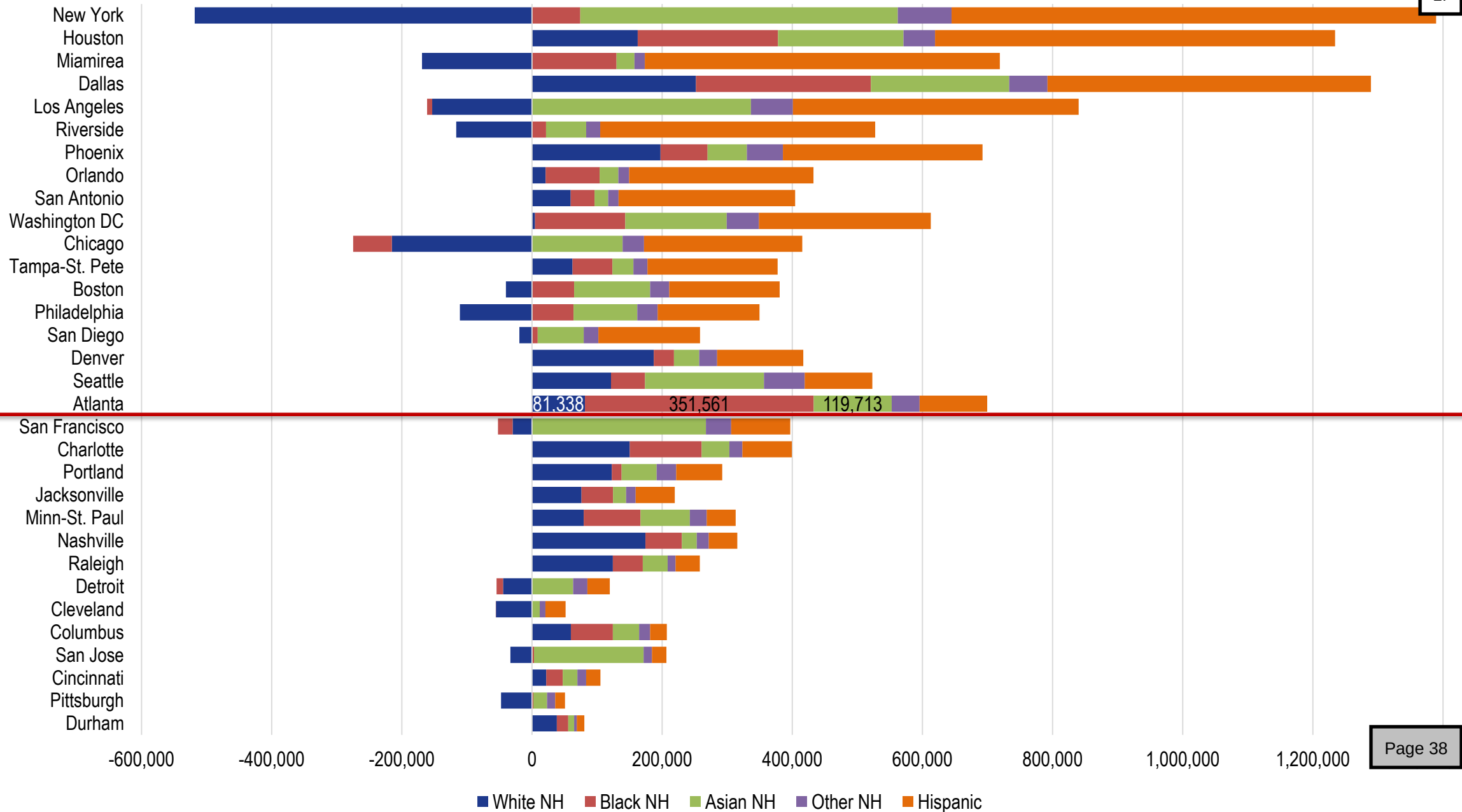
Race and Ethnicity

Metro Race and Ethnicity (Select)

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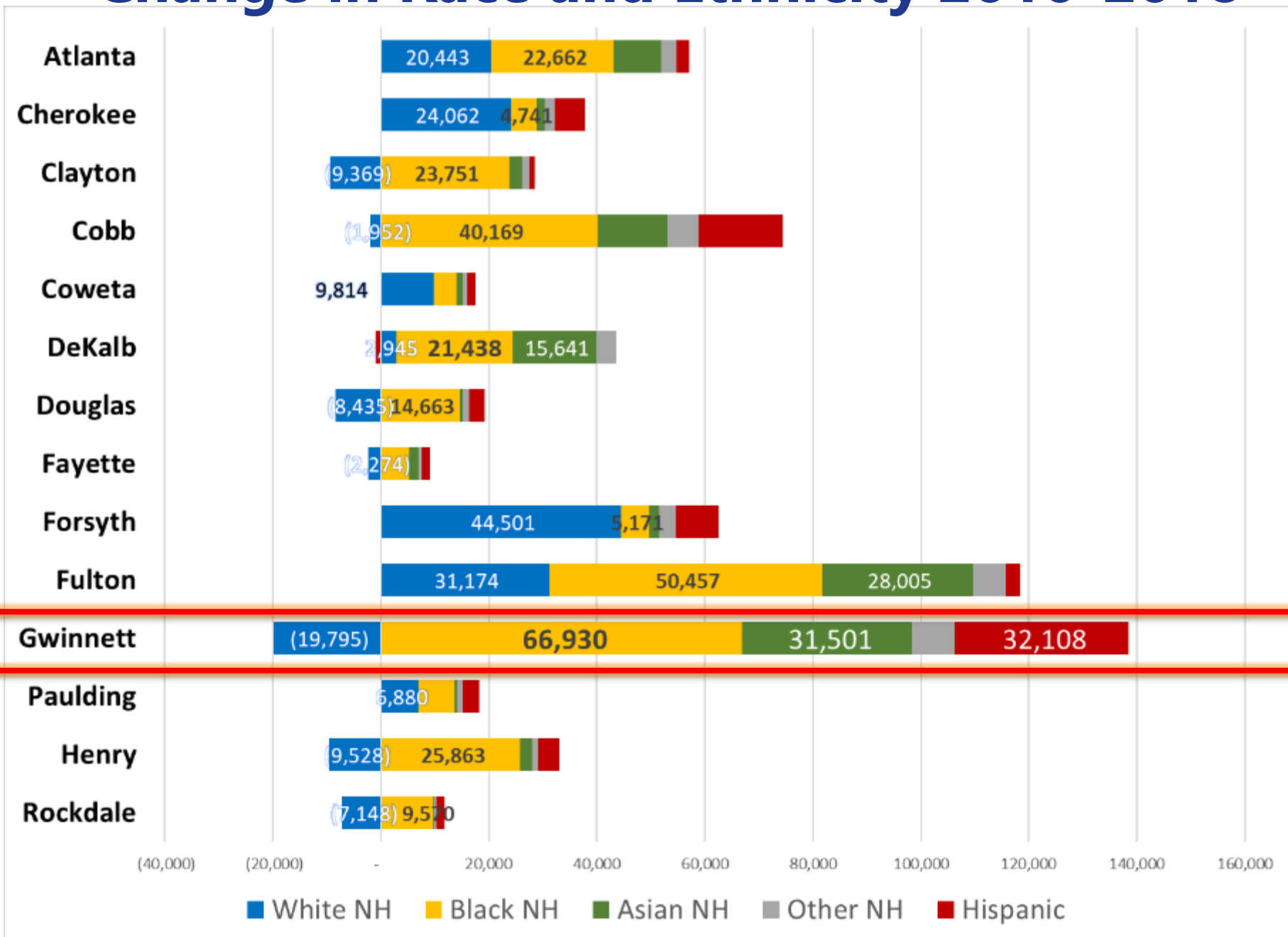
Change in Race and Ethnicity 2010-2019



Change in Race and Ethnicity 2010-2018

1.

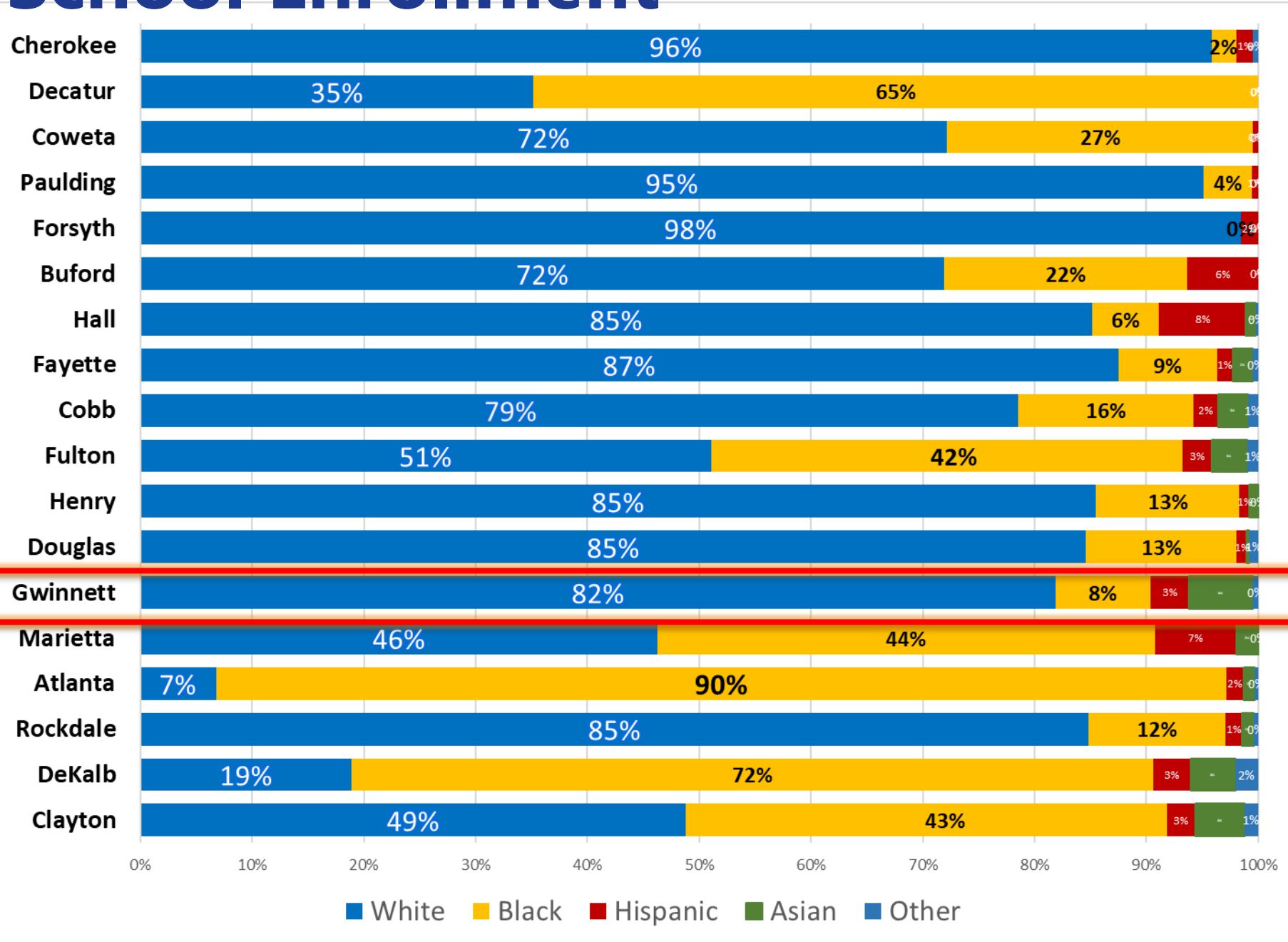
Source: ESRI Demographics 2018



1995 School Enrollment

1.

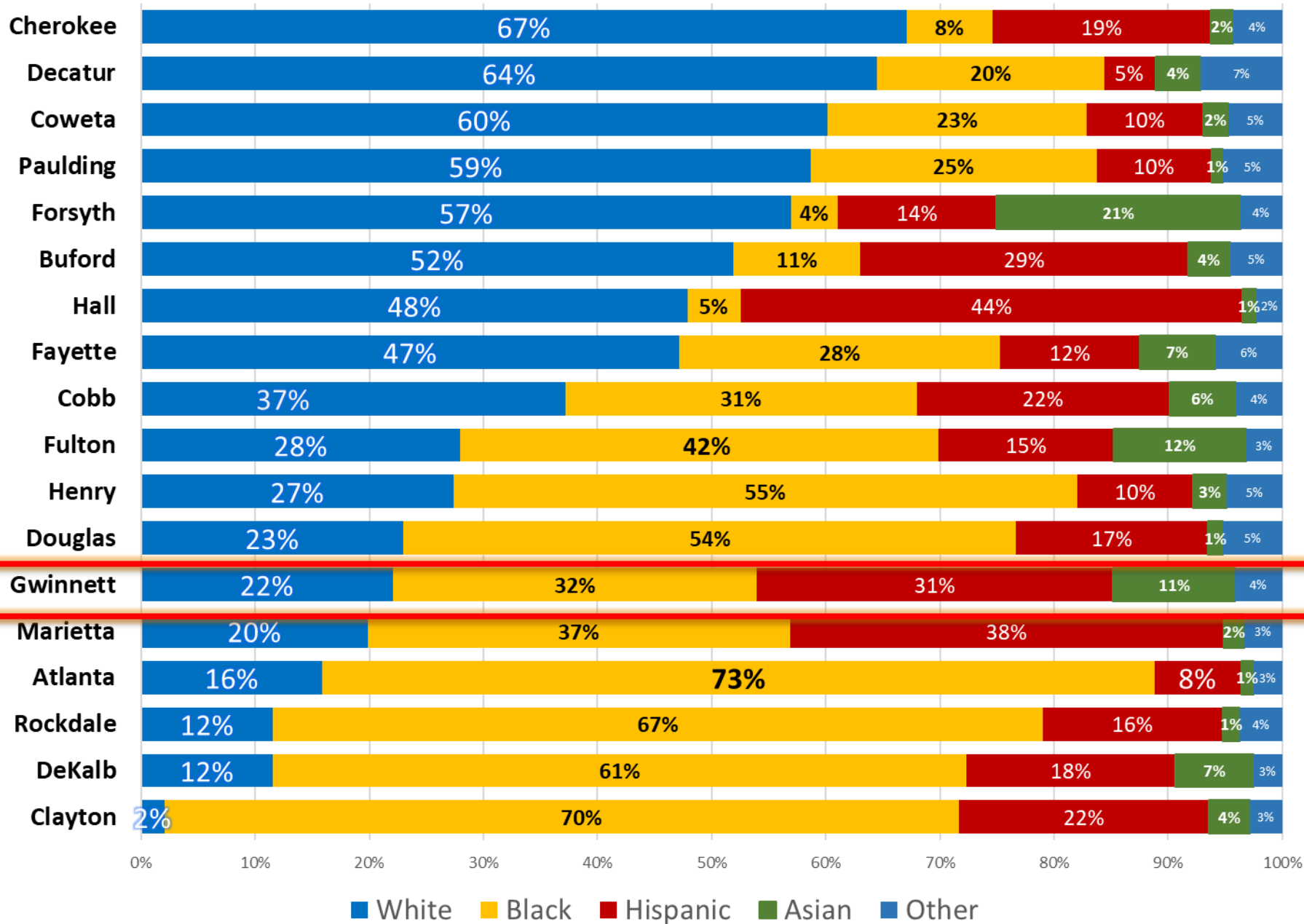
Source: ARC Analysis GA DOE Data

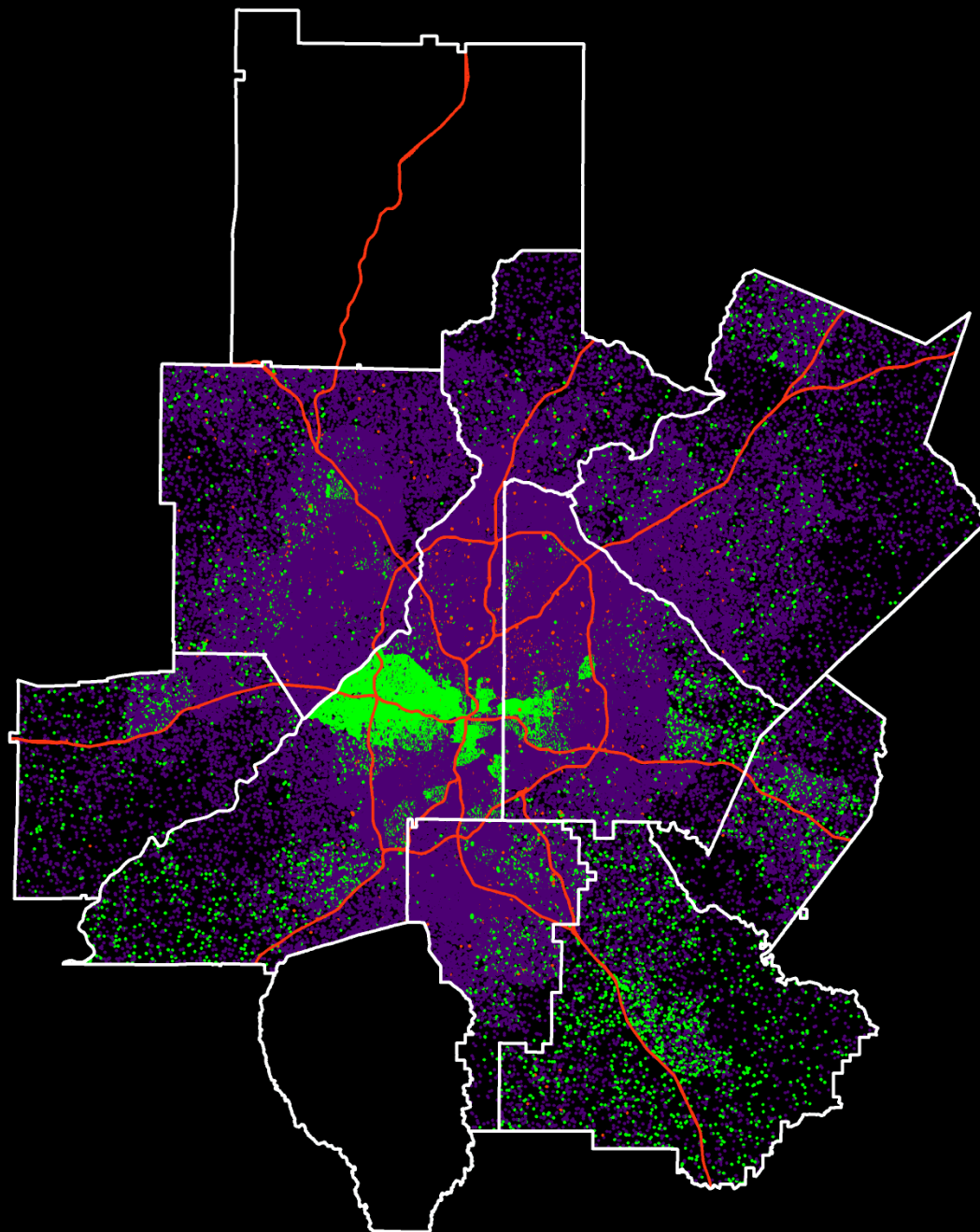


2018 School Enrollment

1.

Source: ARC Analysis GA DOE Data





Race and Ethnicity

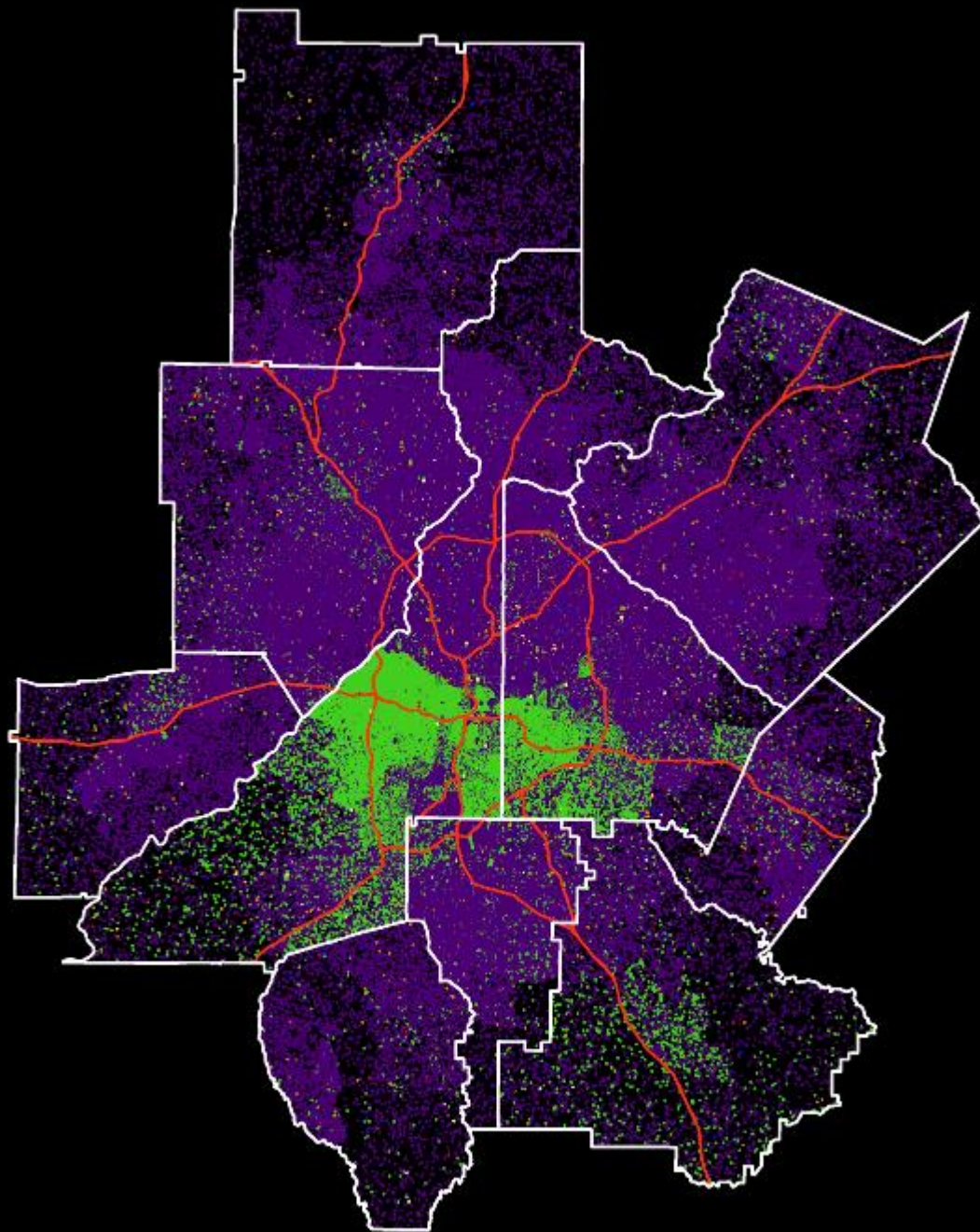
1.

1970



1 Dot= 6 People





Race and Ethnicity

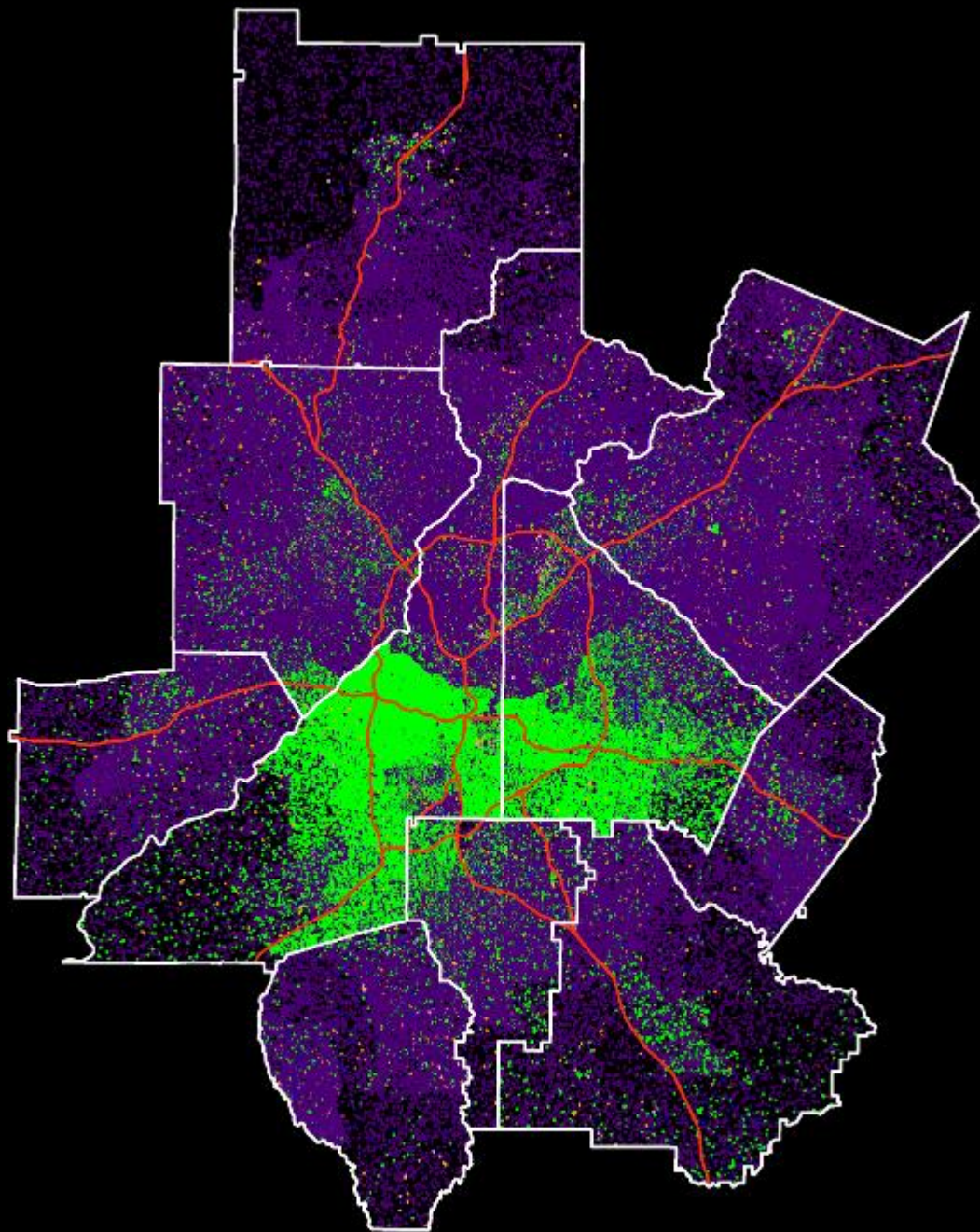
1.

1980



1 Dot= 6 People





Race and Ethnicity

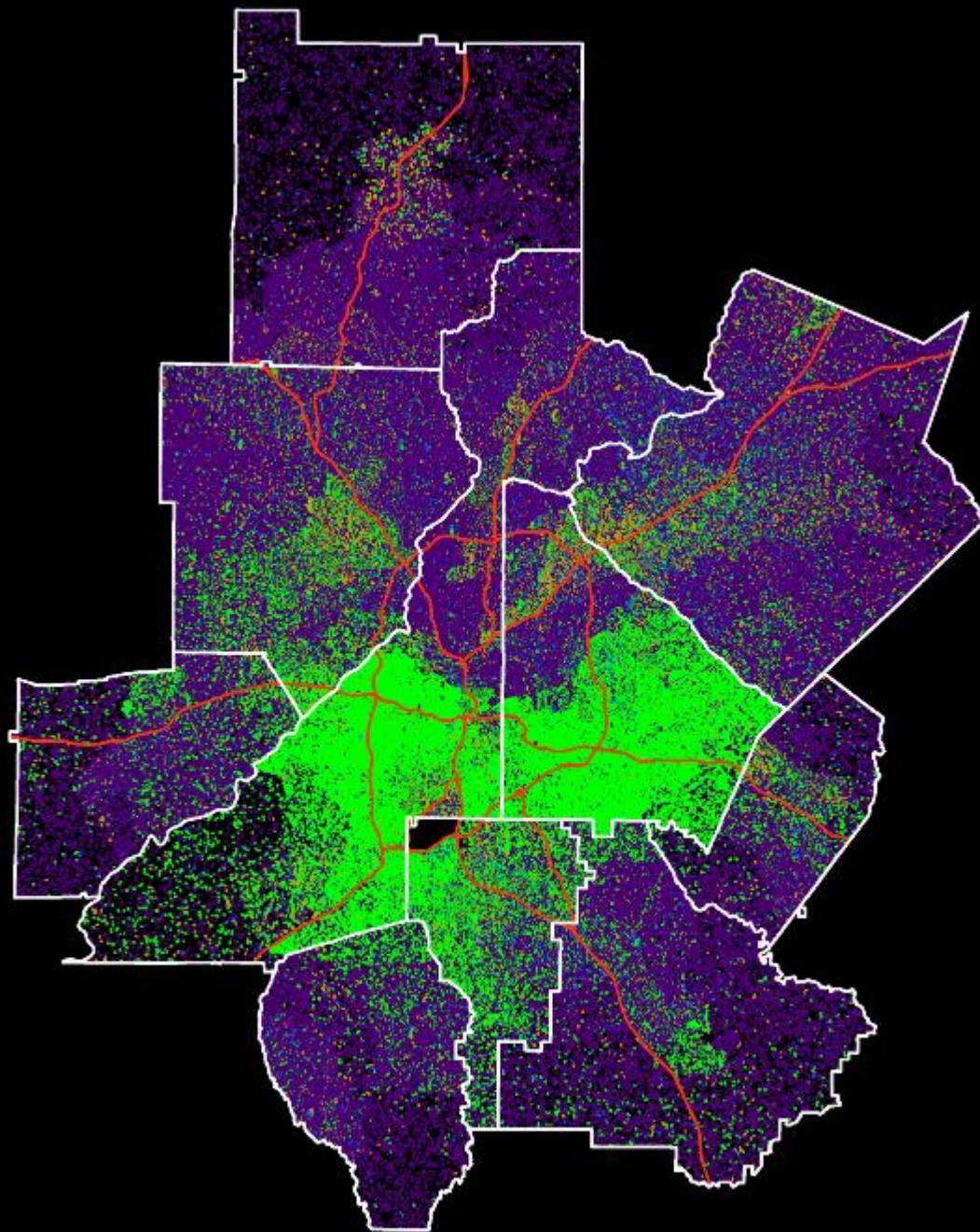
1.

1990



1 Dot= 6 People





Race and Ethnicity

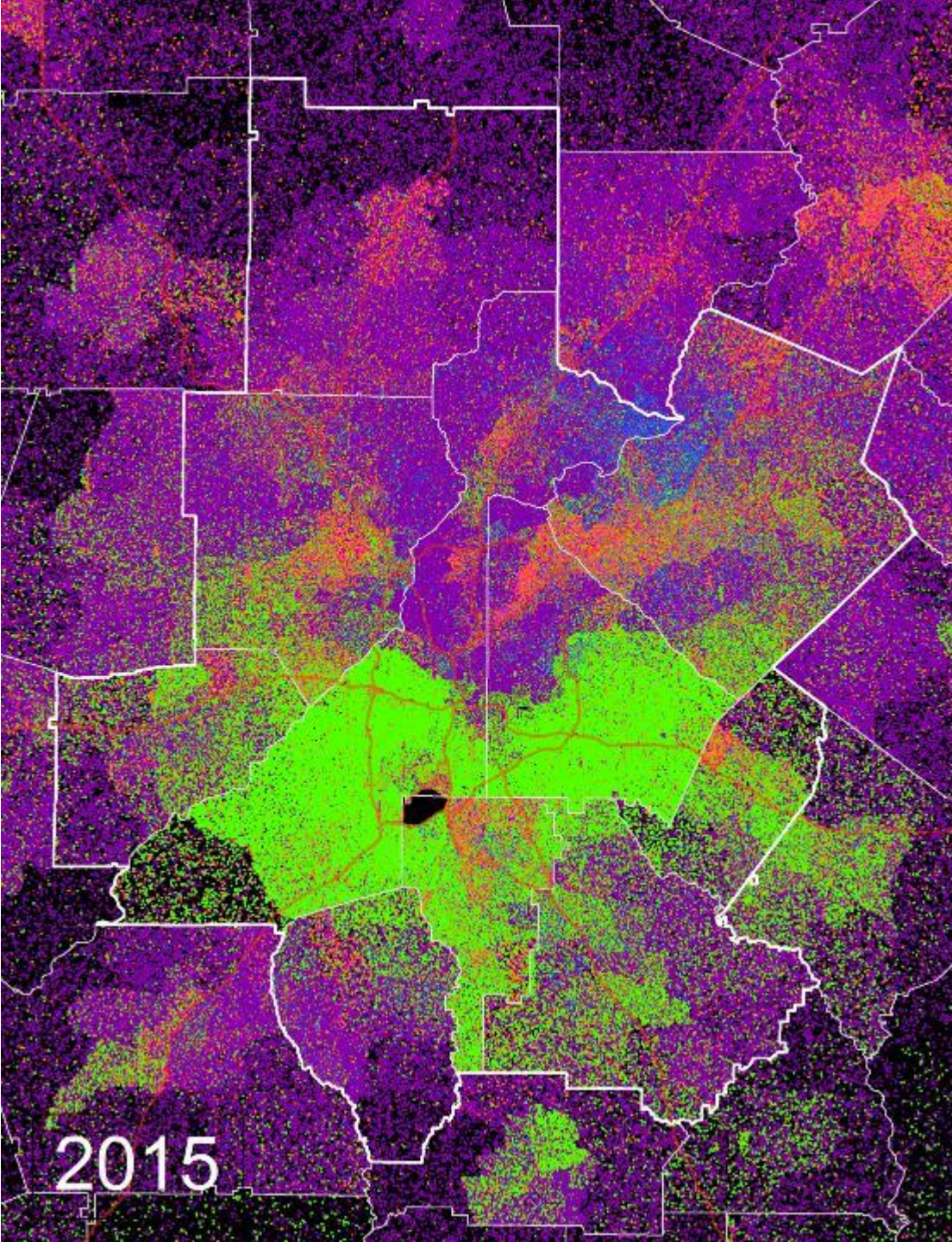
1.

2000



1 Dot= 6 People





2015

1 Dot= 6 People

Race and Ethnicity

1.

2015

- White non-Hispanic
- Black Alone
- Native Americans Alone
- Asian Alone
- Pacific Alone
- Two or More Races
- Hispanic Population

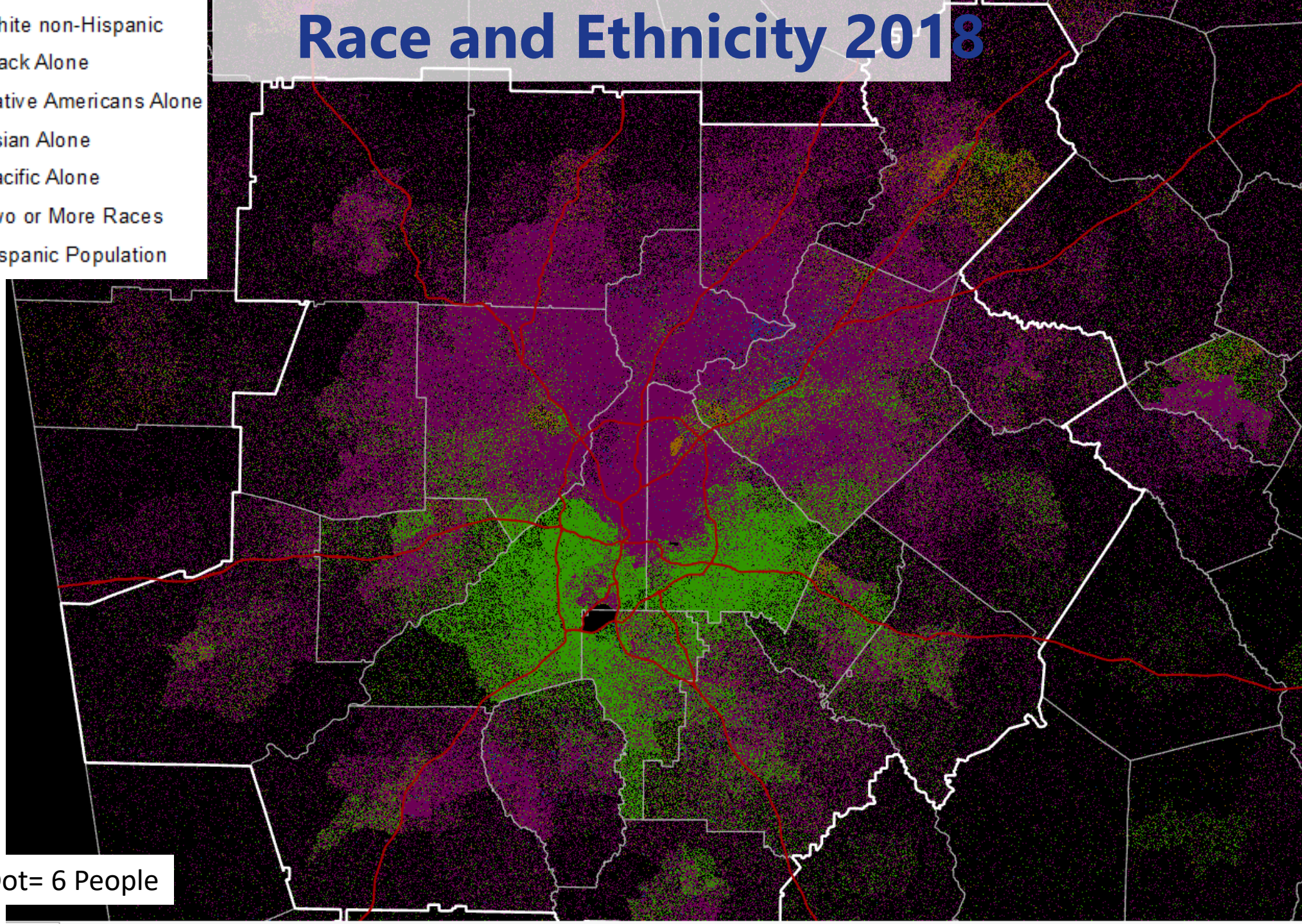


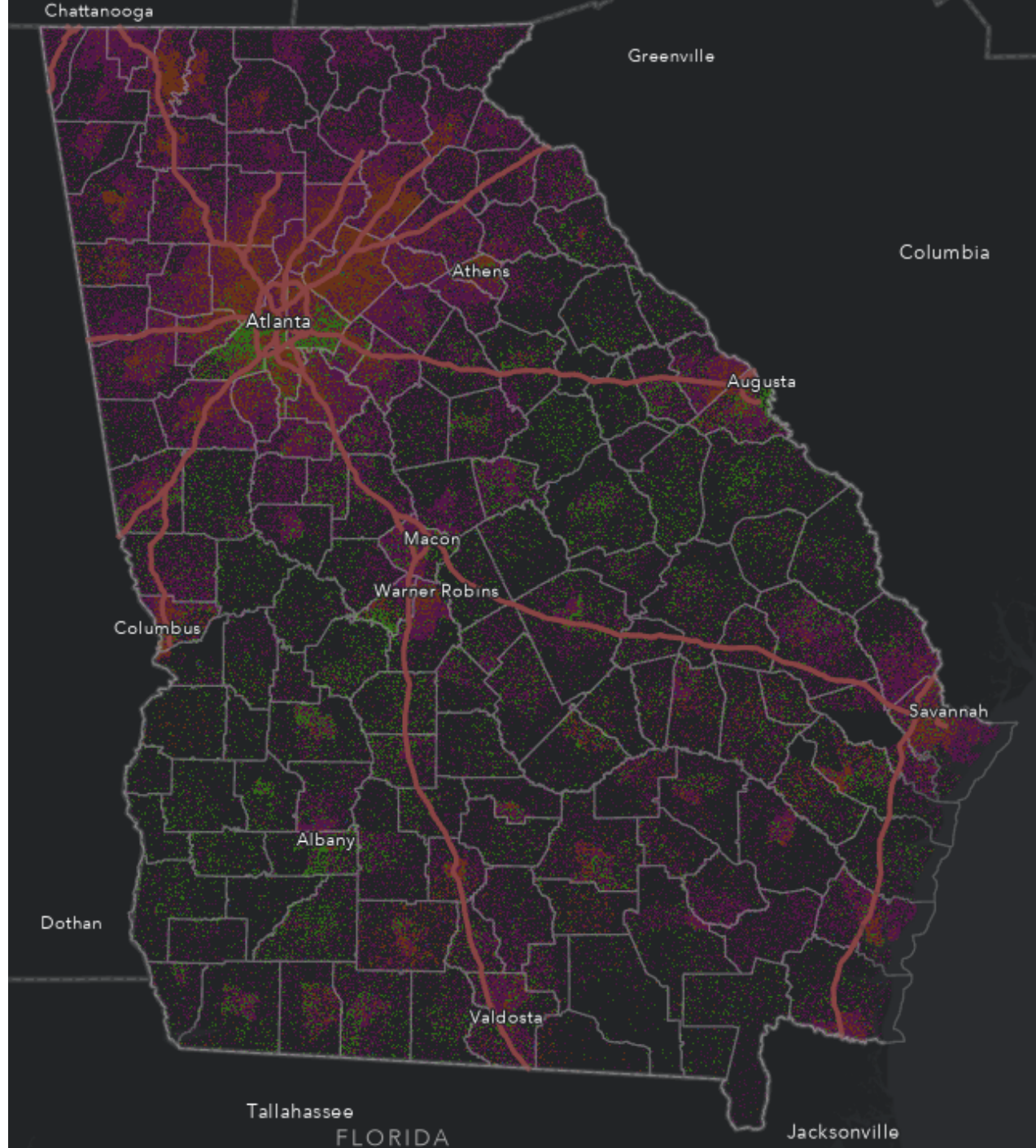
Race and Ethnicity 2018

- White non-Hispanic
- Black Alone
- Native Americans Alone
- Asian Alone
- Pacific Alone
- Two or More Races
- Hispanic Population

1.

1 Dot= 6 People





Race and Ethnicity

1.

2018

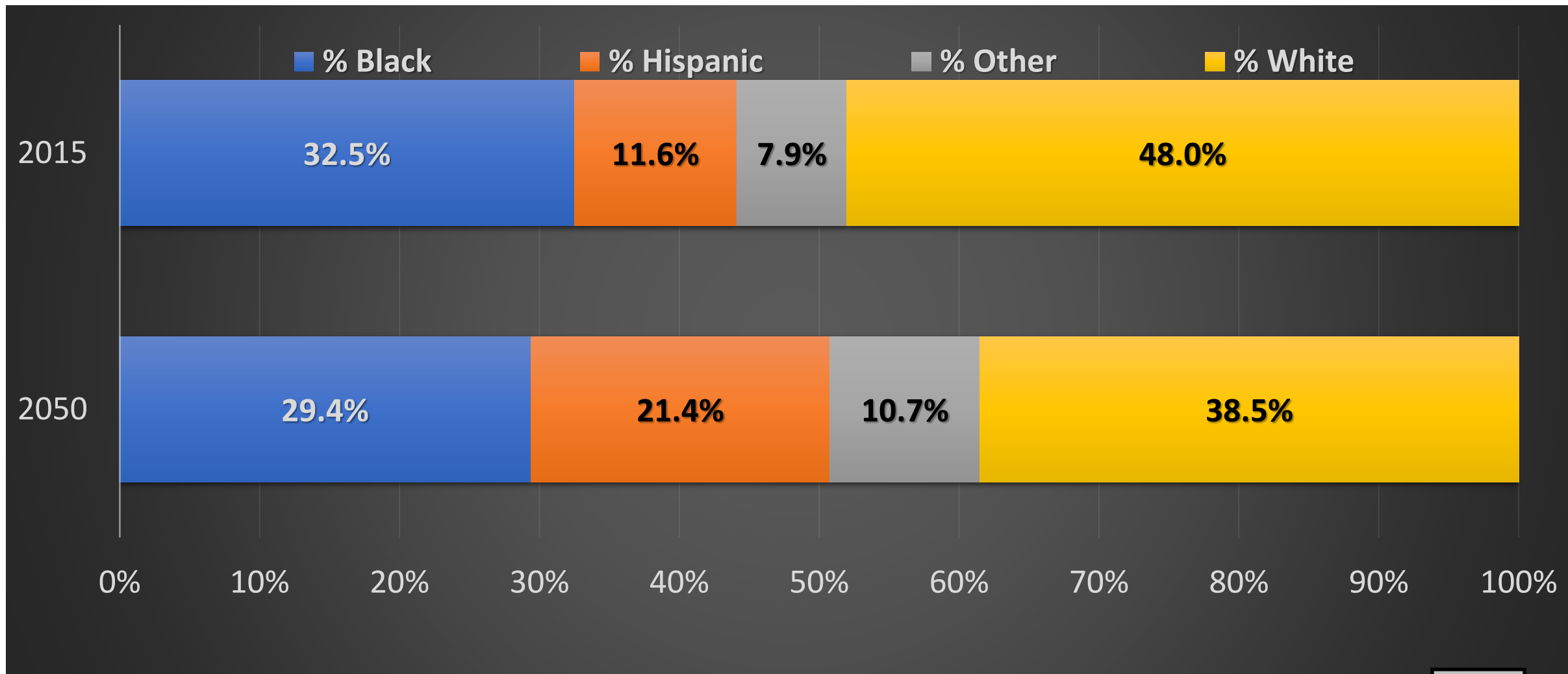
- White non-Hispanic
- Black Alone
- Native Americans Alone
- Asian Alone
- Pacific Alone
- Two or More Races
- Hispanic Population

1 Dot= 25 People

Race and Ethnicity Forecasts

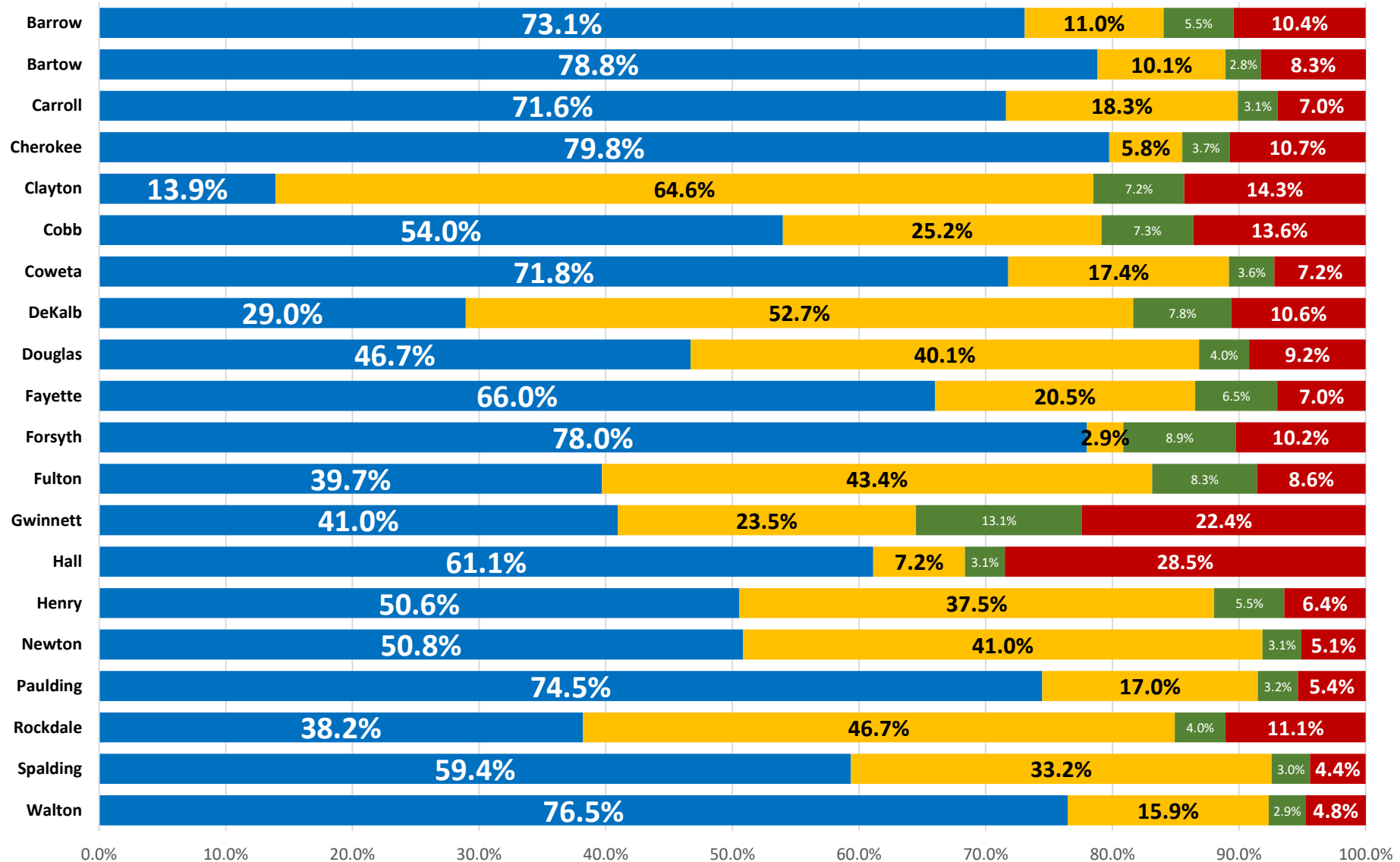
Race and Ethnicity Change

1.



Race Shares - 2015

1.

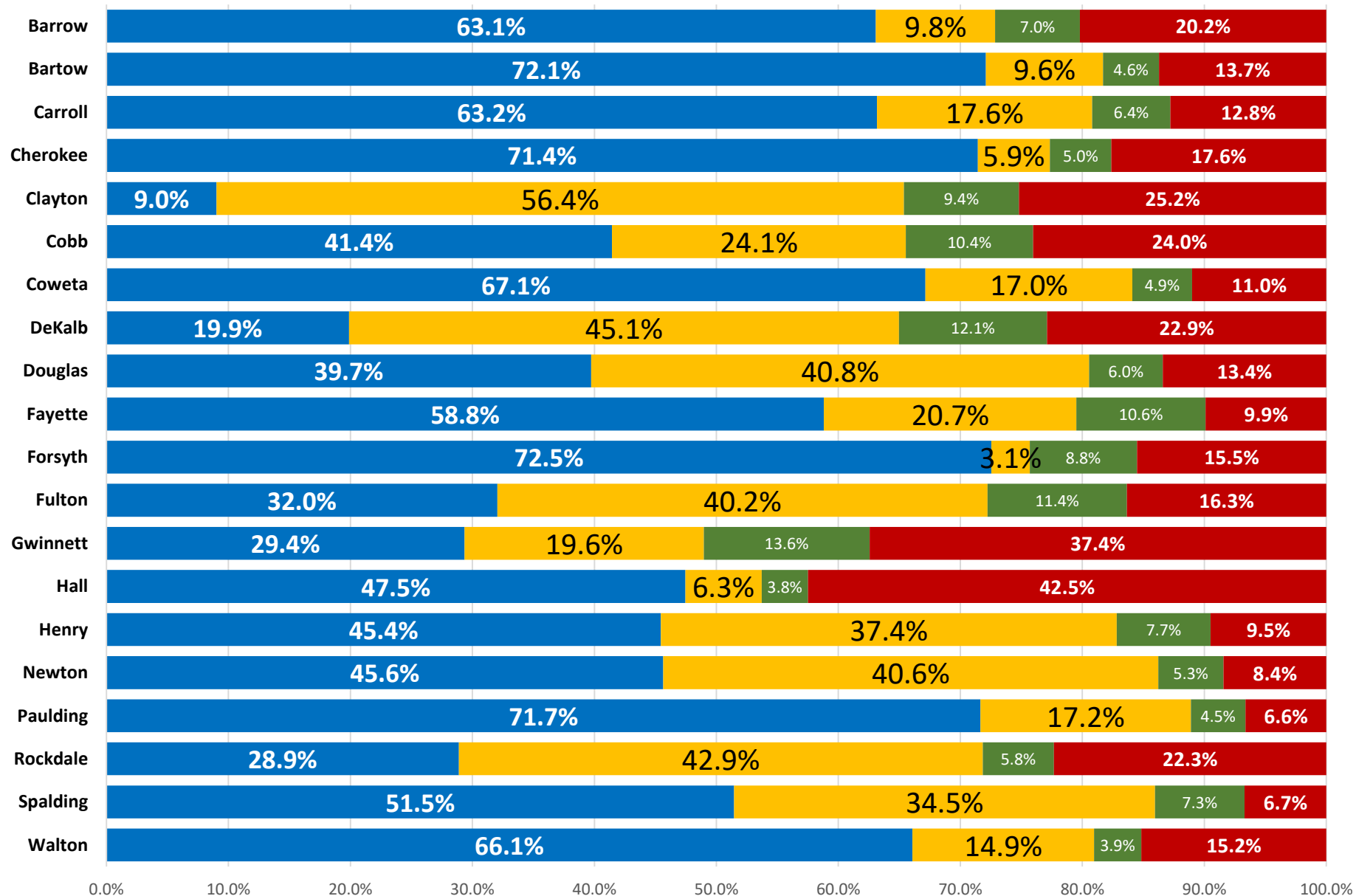


Source: ARC Forecasts, series 15

■ 2015 White shares ■ 2015 Black shares ■ 2015 Other shares ■ 2015 Hispanic shares

Race Shares - 2040

1.



Source: ARC Forecasts, series 15

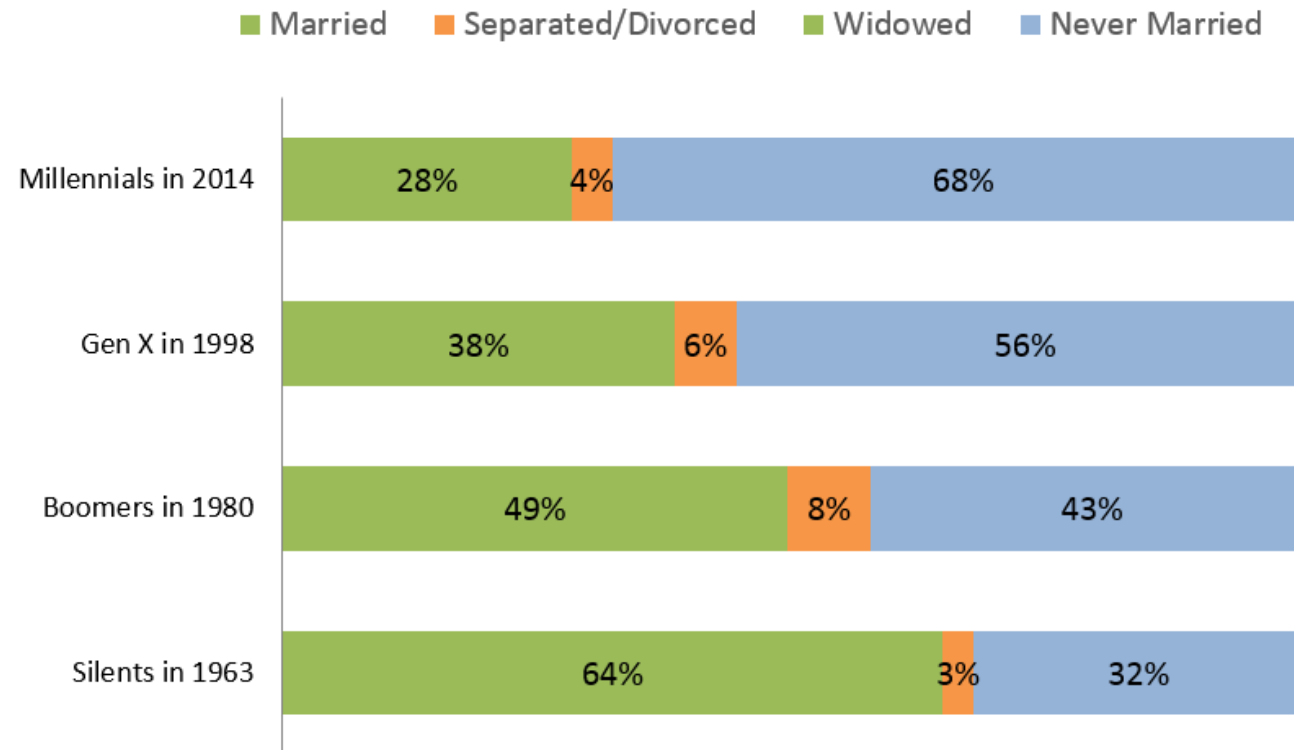
■ 2040 White shares ■ 2040 Black shares ■ 2040 Other shares ■ 2040 Hispanic shares

Age

Marry Me?

1.

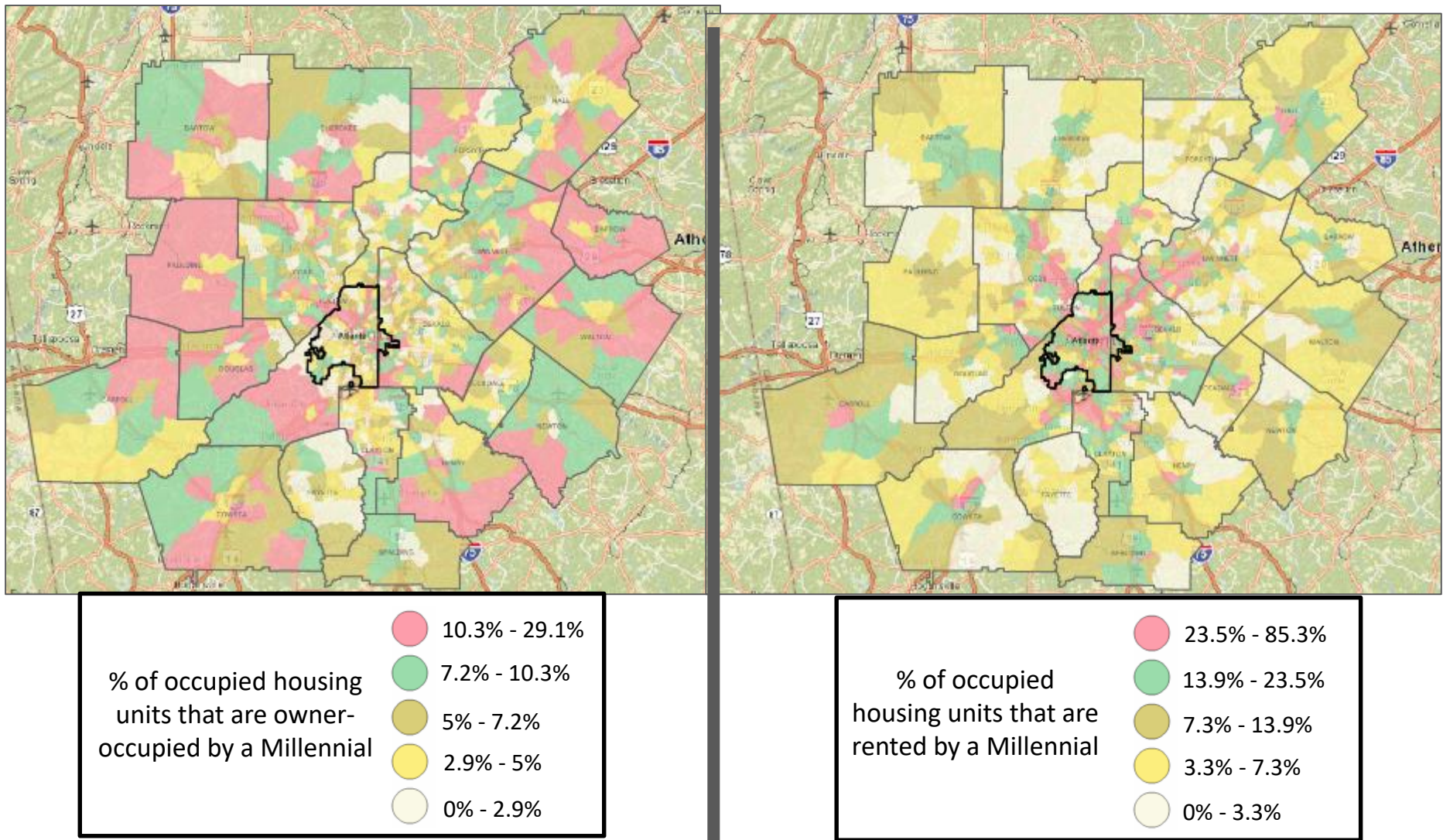
Marital Status when they were ages 18-33



Source: Pew Research Center tabulations of the 2014 March Current Population Survey from the Integrated Public Use Microdata Series (IPUMS)

Millennials and Housing Choice

1.



This map set was made by a Millennial..

Source: ACS 10-14 Using occupied housing units, and owner occupied/renter occupied with householders age 15-24 and 25-34 together

Age 25--34 Annual Average Net Migration, 2012-2017*

Source: William H Frey analysis of the 5 year American Community Survey 2013-2017 (released December 2018)

1.

		Avg Annual	Age 25-34:			Avg Annual
		Net	Percent			Net
Metropolitan Area		Migration	College	State	Net	
			Grads***		Migration	
1	Houston-The Woodlands-Sugar Land, TX Metro Area	14,767	33%	1	Texas	32,398
2	Denver-Aurora-Lakewood, CO Metro Area	12,667	46%	2	Washington	18,174
3	Dallas-Fort Worth-Arlington, TX Metro Area	12,665	35%	3	Colorado	16,156
4	Seattle-Tacoma-Bellevue, WA Metro Area	11,244	45%	4	Oregon	7,542
5	Austin-Round Rock, TX Metro Area	8,933	45%	5	Arizona	5,742
6	Charlotte-Concord-Gastonia, NC-SC Metro Area	8,024	39%	6	Nevada	5,665
7	Portland-Vancouver-Hillsboro, OR-WA Metro Area	7,203	41%	7	Florida	5,459
8	Riverside-San Bernardino-Ontario, CA Metro Area	6,849	17%	8	North Carolina	3,835
9	Phoenix-Mesa-Scottsdale, AZ Metro Area	6,682	29%	9	Tennessee	3,559
10	Nashville-Davidson--Murfreesboro--Franklin, TN Metro Area	5,742	42%	10	Georgia	3,355
11	Atlanta-Sandy Springs-Roswell, GA Metro Area	5,709	39%	11	New Hampshire	2,972
12	Columbus, OH Metro Area	4,682	42%	12	Minnesota	2,494
13	Las Vegas-Henderson-Paradise, NV Metro Area	4,479	21%	13	Missouri	1,528
14	Minneapolis-St. Paul-Bloomington, MN-WI Metro Area	4,168	47%	14	Virginia	1,344
15	Sacramento--Roseville--Arden-Arcade, CA Metro Area	4,166	31%	15	Maine	1,175
16	Raleigh, NC Metro Area	3,908	47%	16	Indiana	1,054
17	San Francisco-Oakland-Hayward, CA Metro Area	3,496	55%	17	Montana	960
18	Jacksonville, FL Metro Area	3,157	32%	18	Delaware	936
19	Orlando-Kissimmee-Sanford, FL Metro Area	3,010	34%	19	South Dakota	715
20	Kansas City, MO-KS Metro Area	2,621	41%	20	Alabama	619

* average annual net domestic migration based on the analysis of the 5 year American Community Survey, 2013-2017

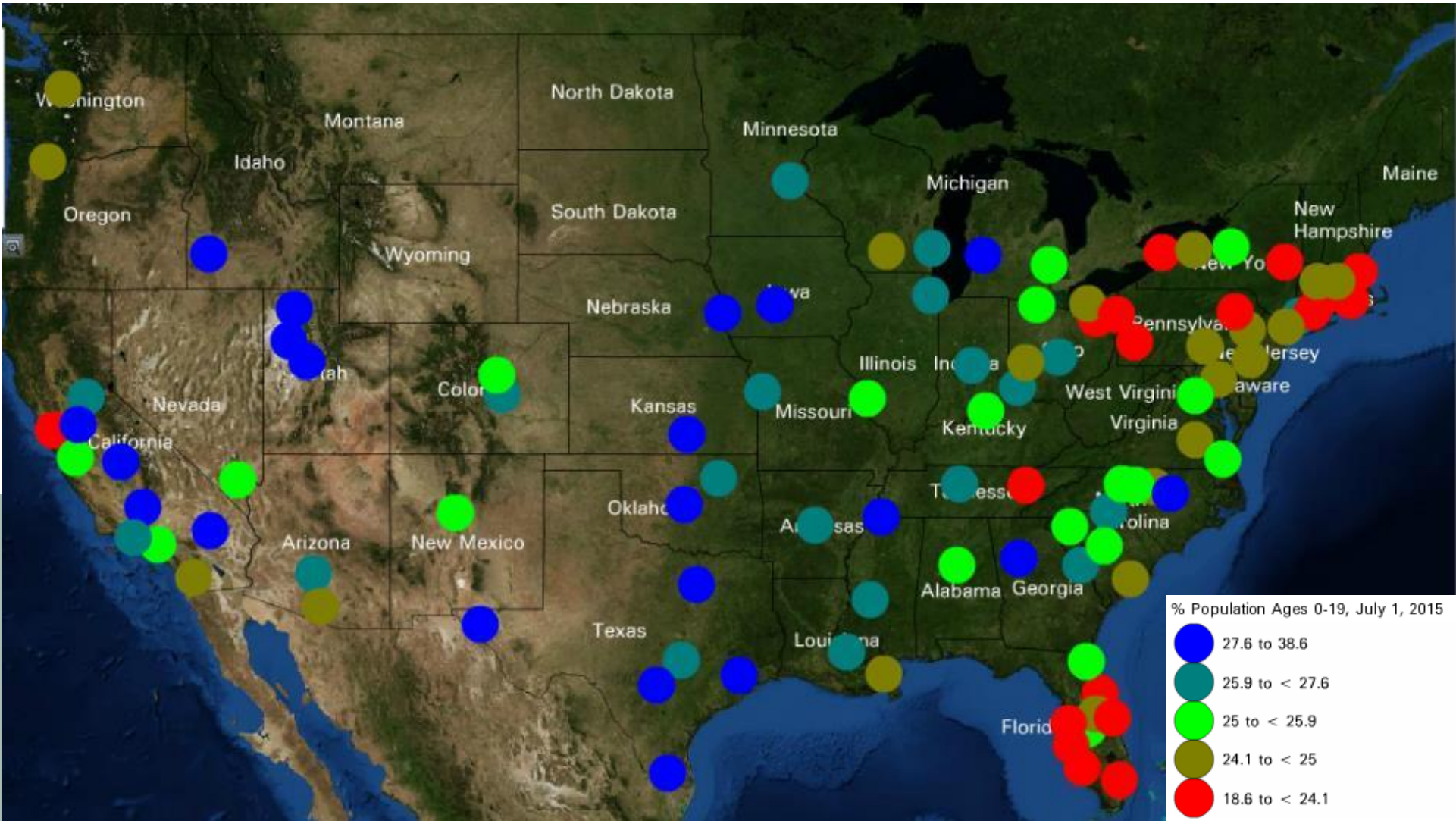
** 53 Metropolitan Areas with populations exceeding 1 million persons

*** Percent College Graduates among persons age 25-34 in metropolitan area,

Metro Atlanta One of the Youngest Metros in Nation

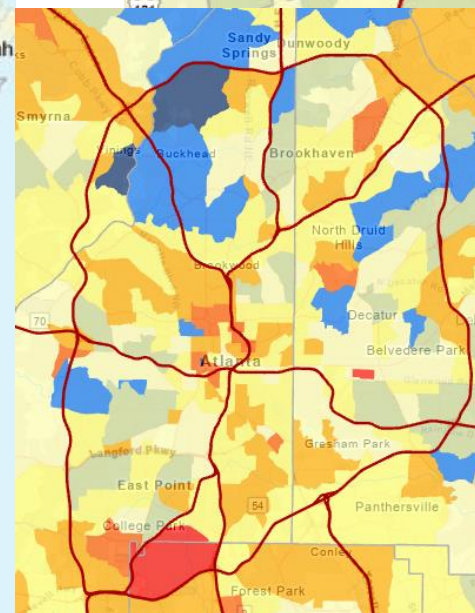
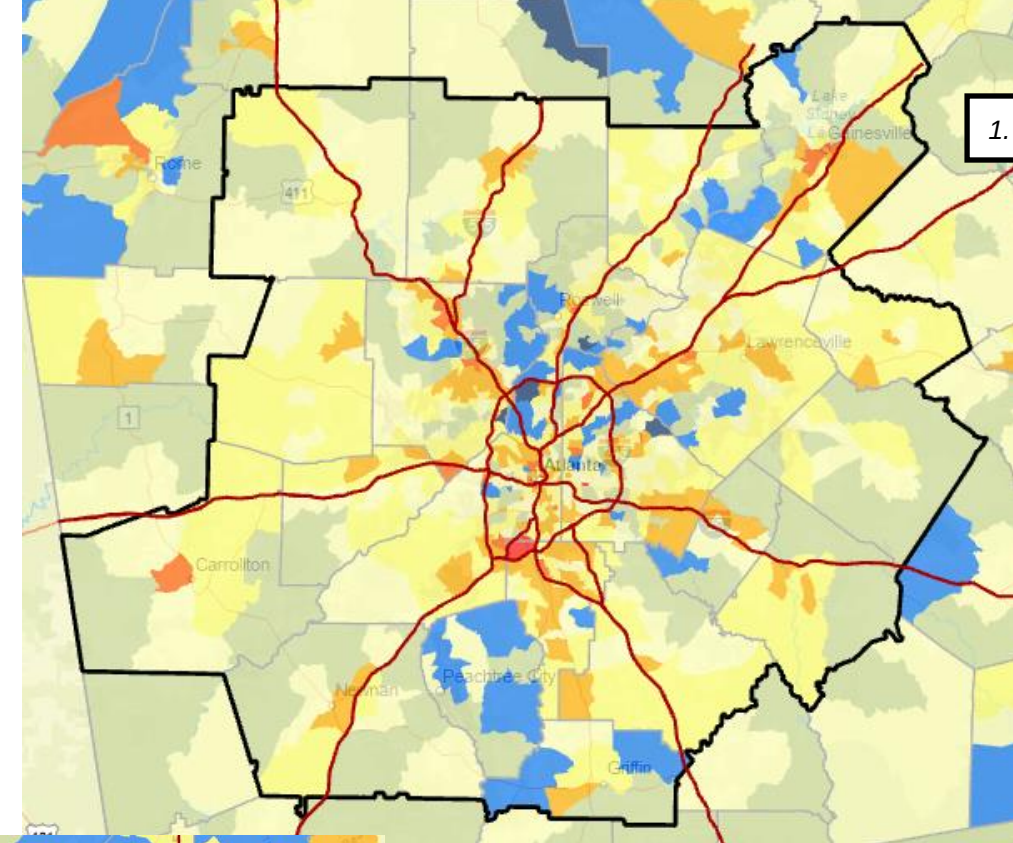
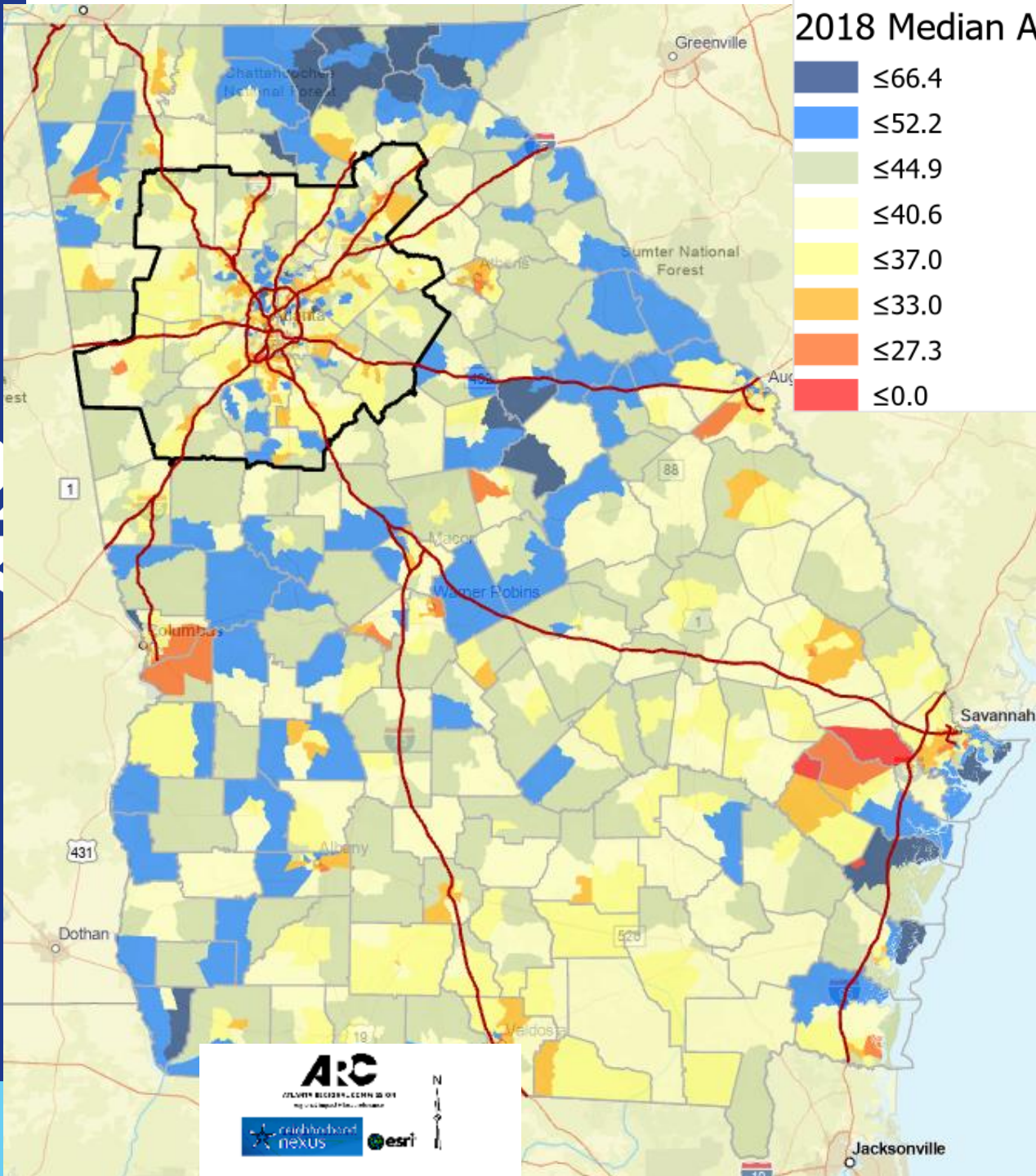
(especially in the Southeast)

1.

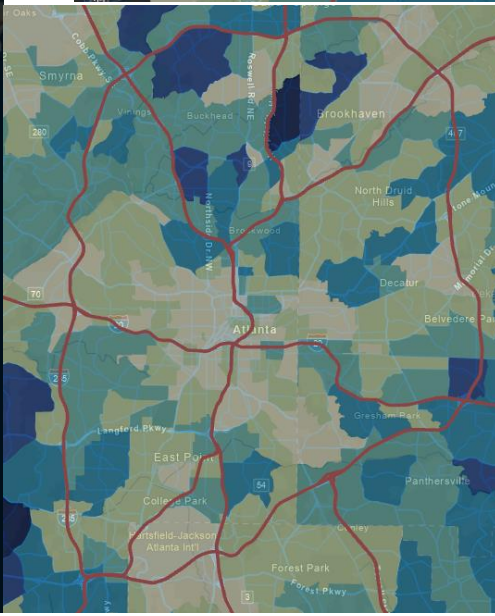
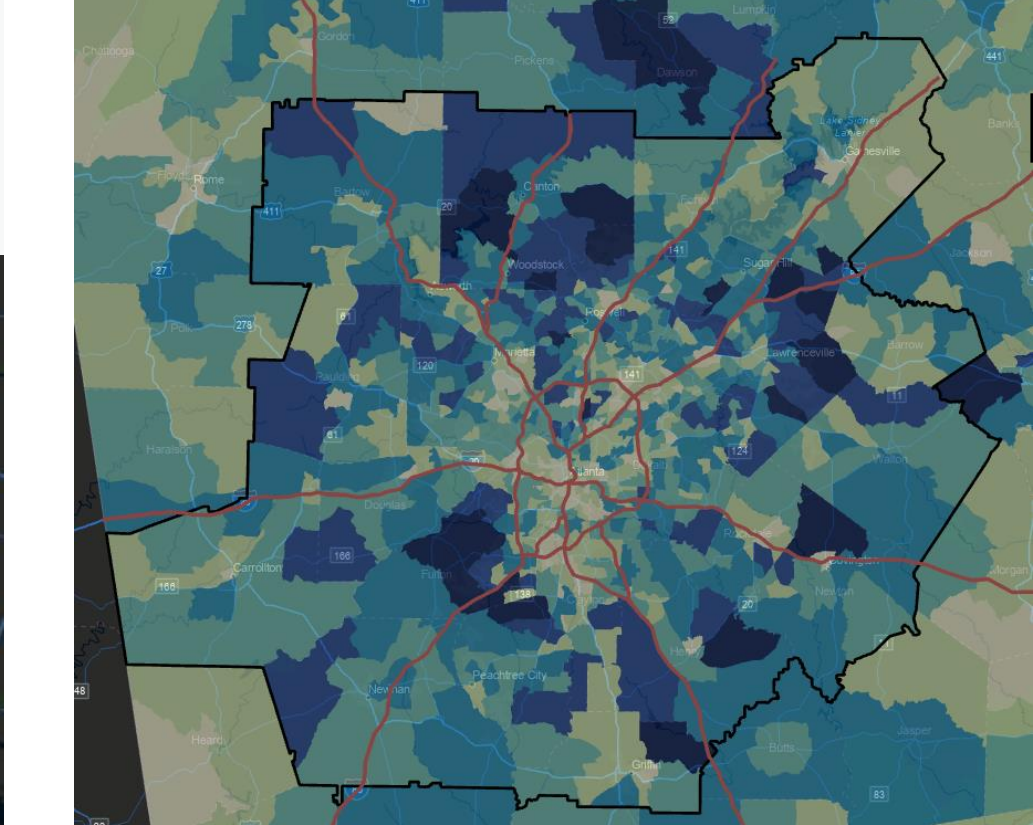
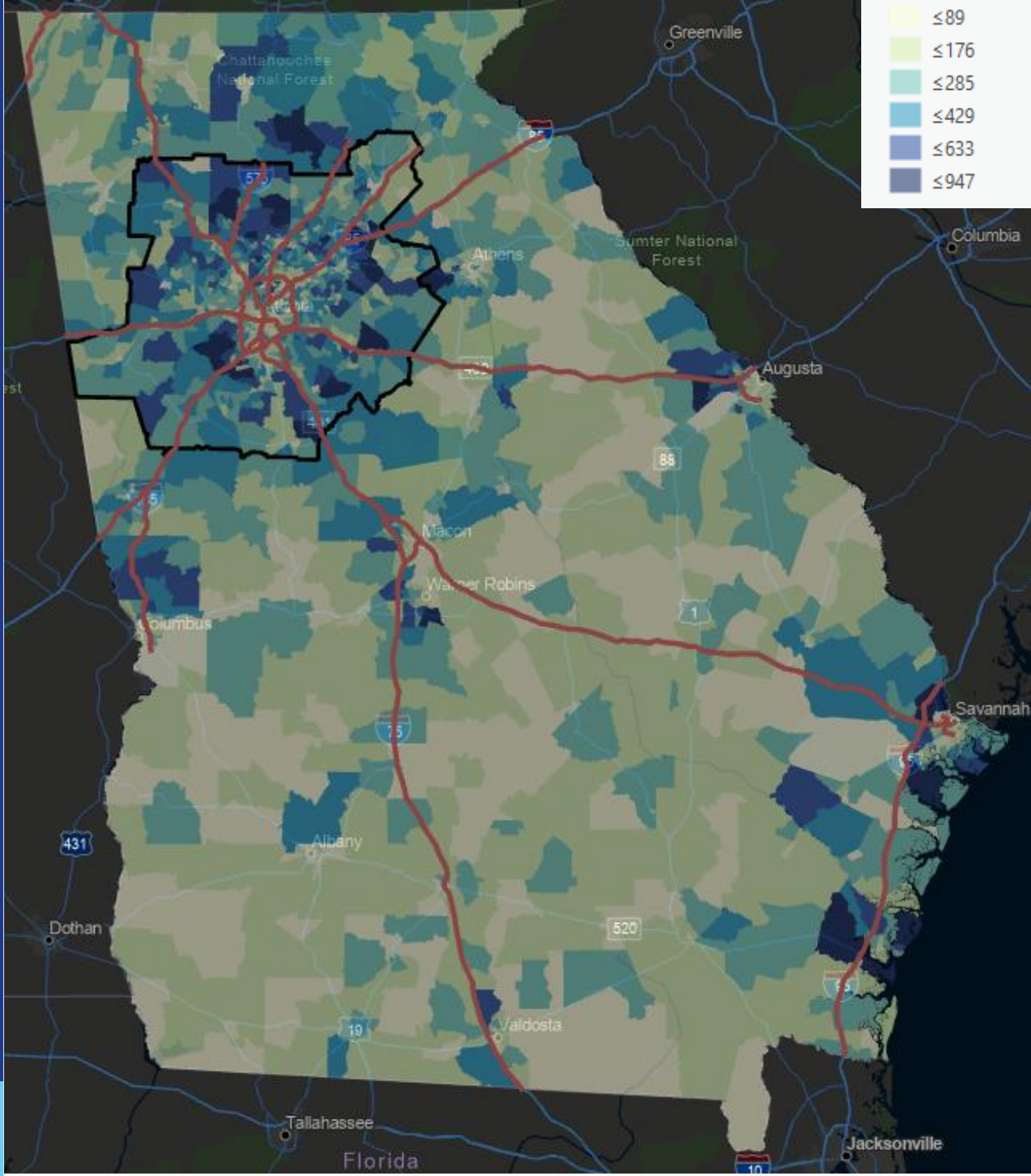


<http://www.neighborhoodnexus.org/100-largest-metros>

Source: US Census, via Neighborhood Nexus



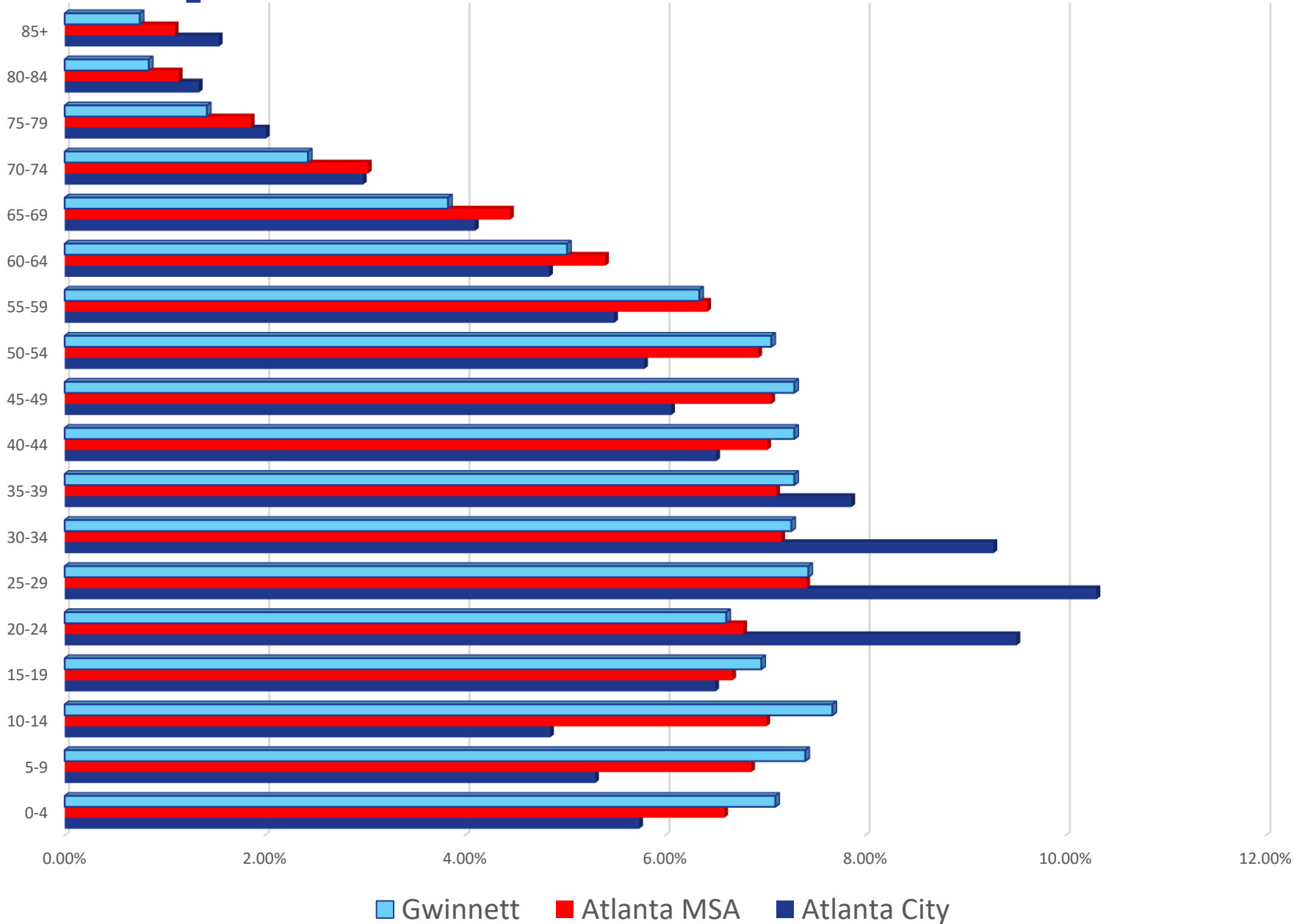
**2018
Median
Age**



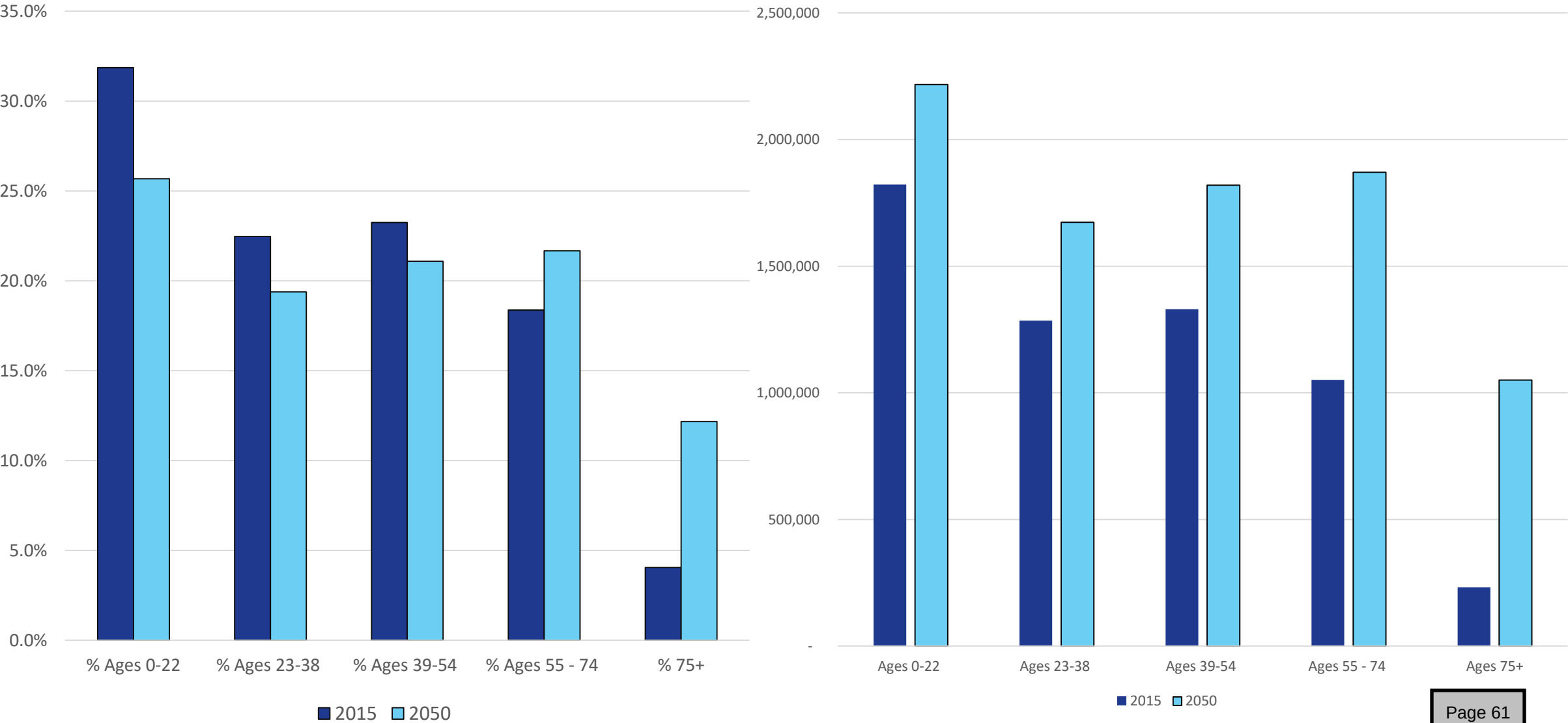
2010-2018 65+ Age Change

Age Comparison 2017(%)

Source: ESRI Demographics 2017

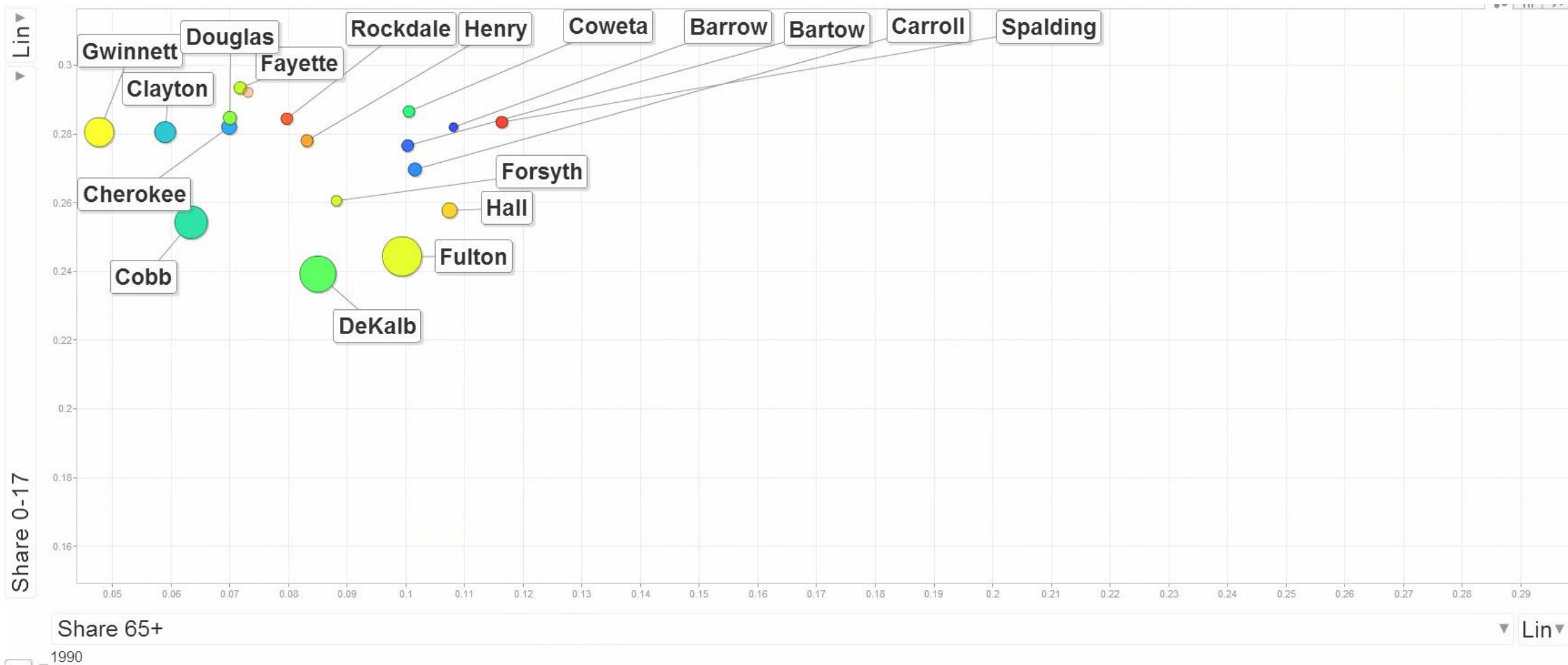


Age Change



County Age Forecasts VIDEO

1.

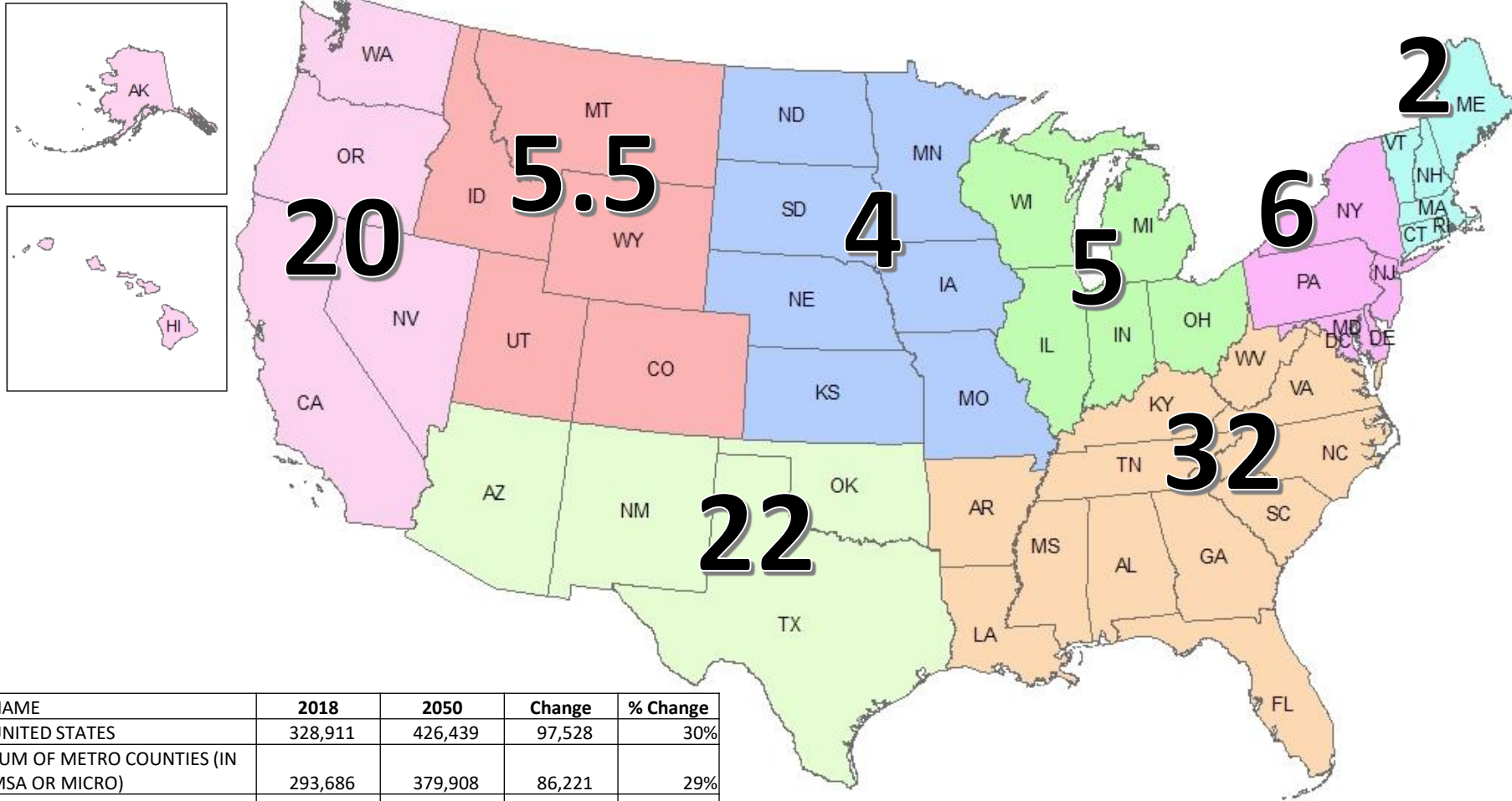


Population Growth Forecasts

US Regions Growth 2018-2050 *Numbers in Millions*

1.

[Woods & Poole Economics, Inc.](#) (BEA regions)

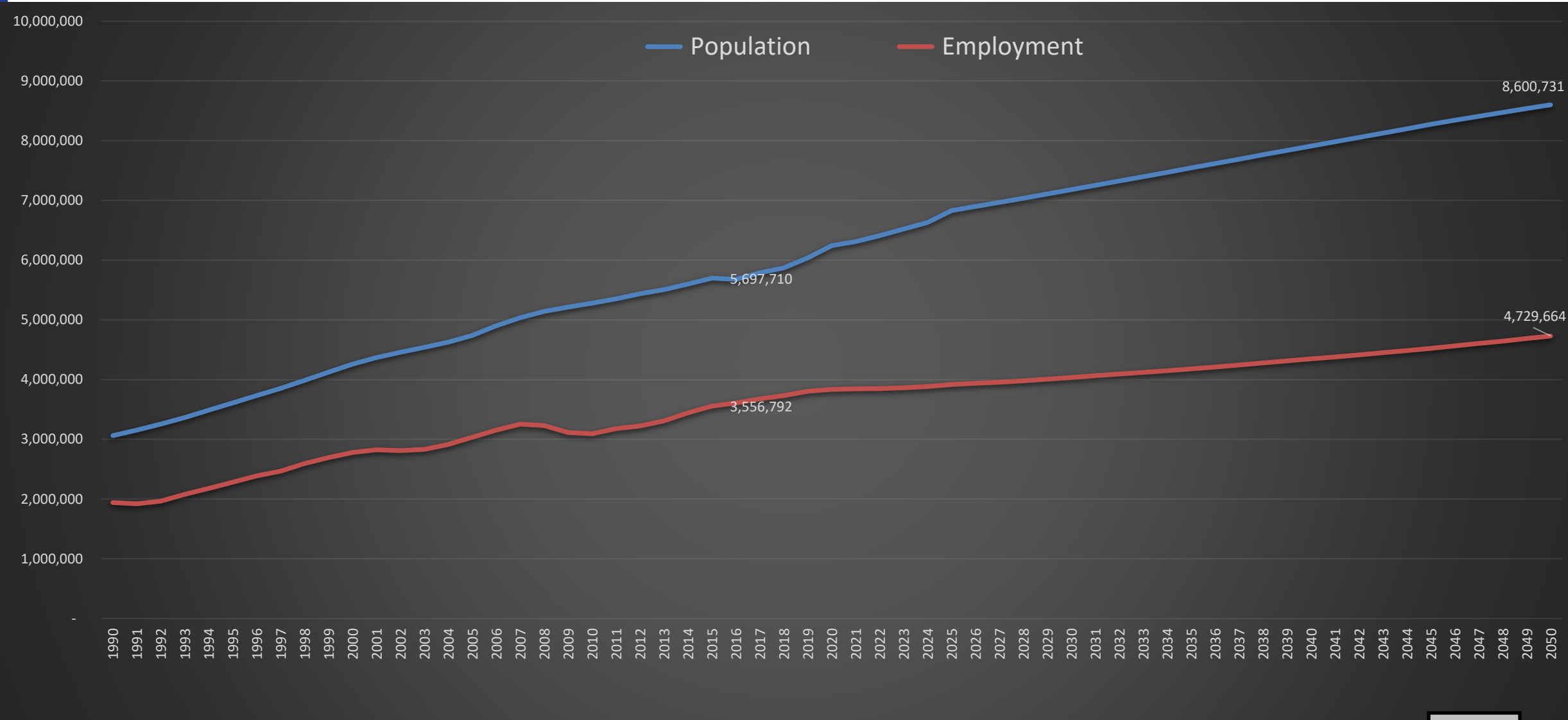


NAME	2018	2050	Change	% Change
UNITED STATES	328,911	426,439	97,528	30%
SUM OF METRO COUNTIES (IN MSA OR MICRO)	293,686	379,908	86,221	29%
SUM OF NON-METRO COUNTIES (NOT IN MSA OR MICRO)	35,225	46,532	11,307	32%
NEW ENGLAND	14,891	17,001	2,110	14%
MIDEAST	49,581	55,616	6,035	12%
GREAT LAKES	47,134	51,940	4,806	10%
PLAINS	21,476	25,906	4,430	21%
SOUTHEAST	84,728	117,253	32,525	38%
SOUTHWEST	41,966	64,044	22,078	53%
ROCKY MOUNTAIN	12,209	17,777	5,568	46%
FAR WEST	56,926	76,902	19,976	35%

U.S. Bureau of Economic Analysis Regions

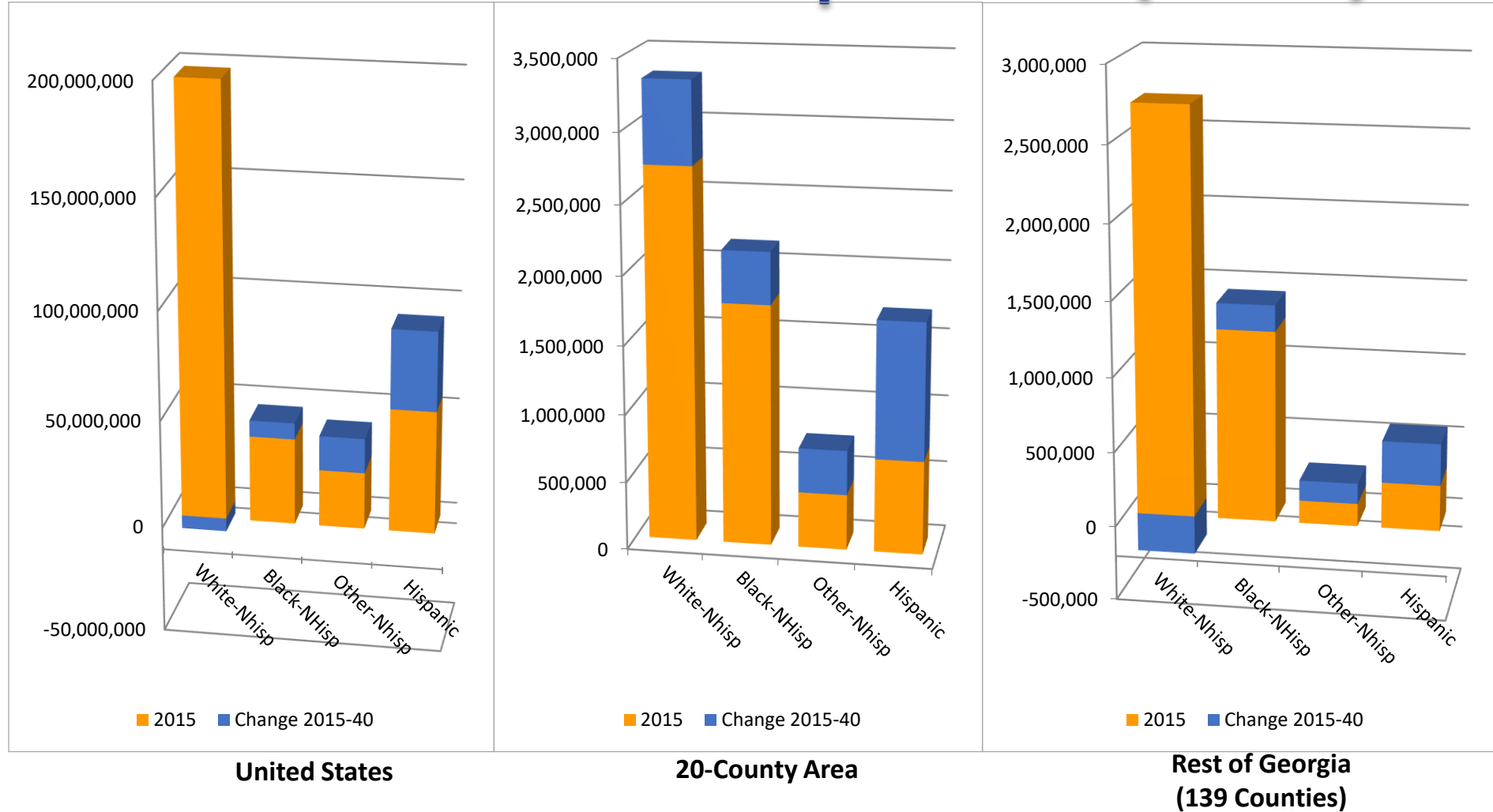
New England Region	Great Lakes Region	Southwest Region
Mid-east Region	Plains Region	Far West Region
Southeast Region	Rocky Mountain Region	

ARC DRAFT S16 Forecast (21-County)



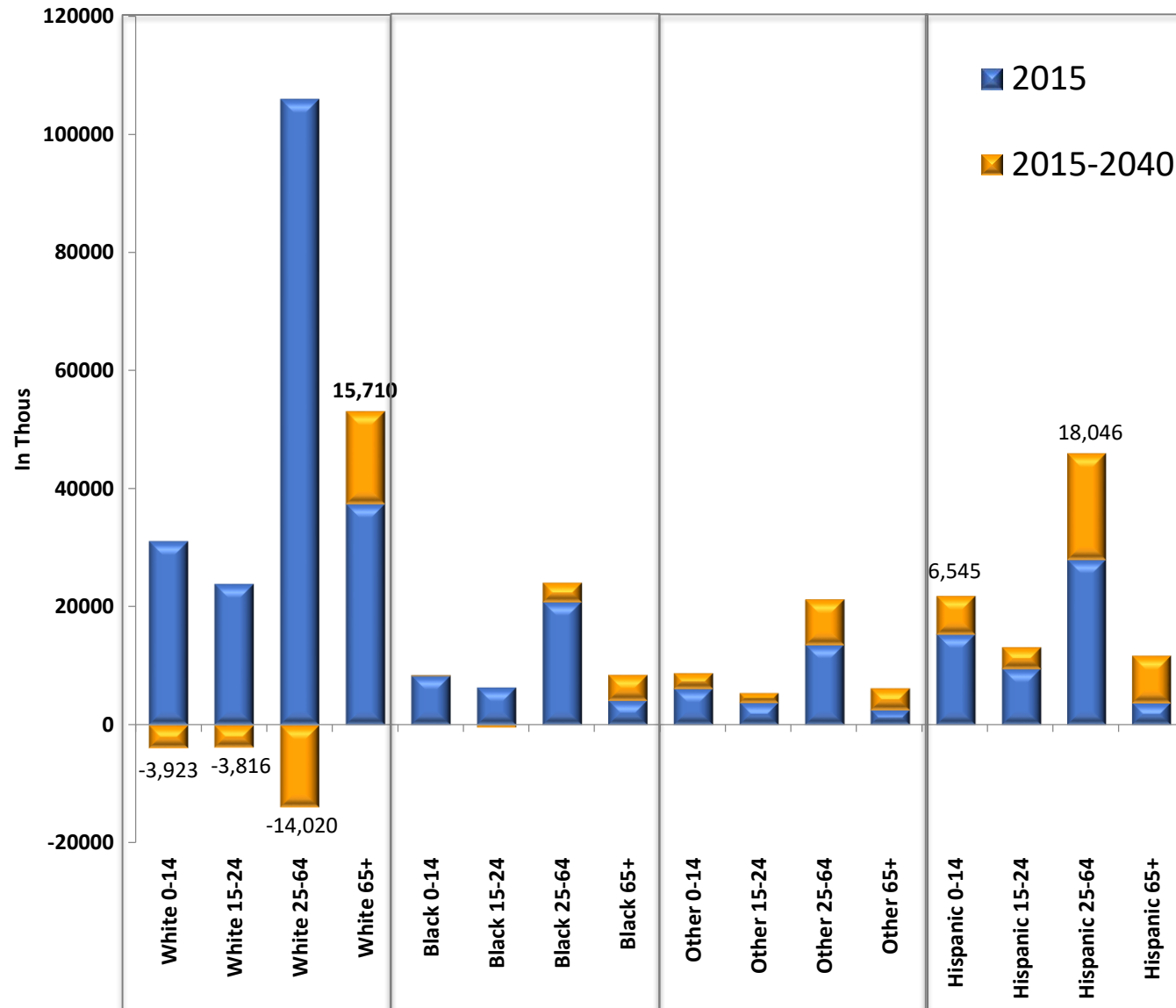
Population Forecast Comparison (2015)

1.



National Population Change 2015 to 2040

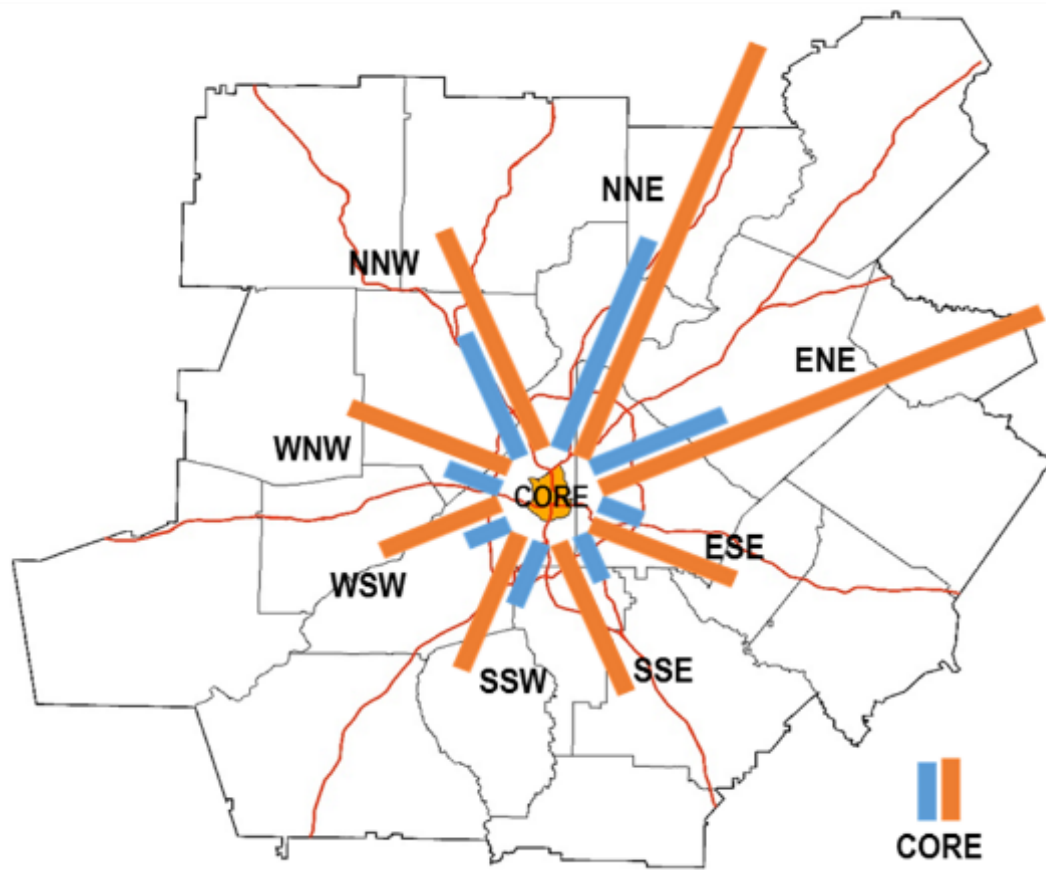
1.



Source: ARC The Region's Plan Forecast (2015) Series 15 DRAFT

Directions of Growth, 2015-2040

1.

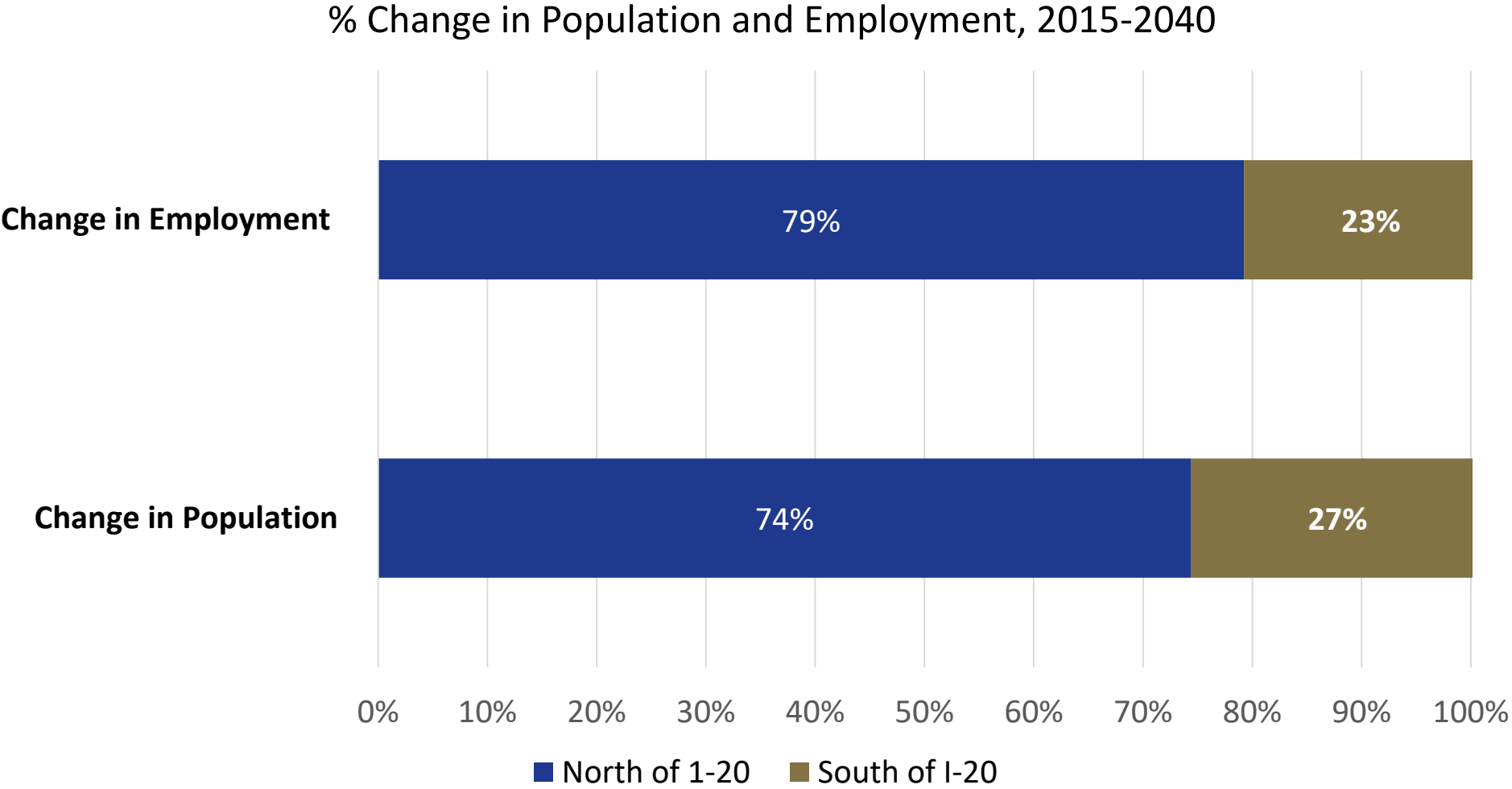


Series 15	Employment Growth (2015 - 2040)	Population Growth (2015 - 2040)
CORE	75,352	79,630
NNW	170,650	303,586
NNE	290,028	569,223
ENE	173,822	576,777
ESE	54,307	185,980
SSE	64,900	207,763
SSW	86,606	186,300
WSW	55,543	154,627
WNW	70,031	207,557
Total	1,041,239	2,471,443

Source: ARC Forecasts, series 15

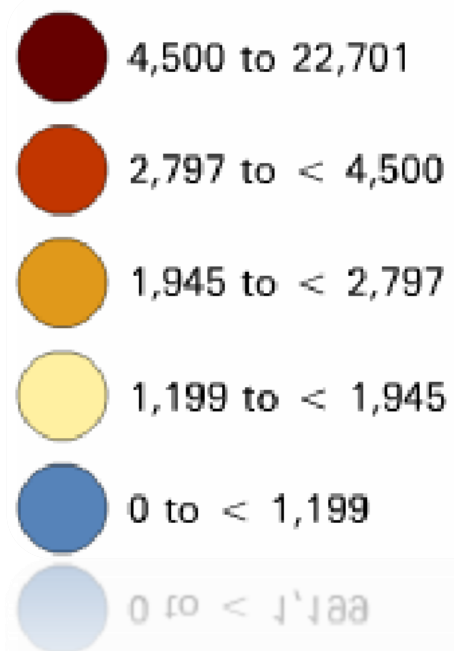
Comparing Changes in North and South of I-20

1.

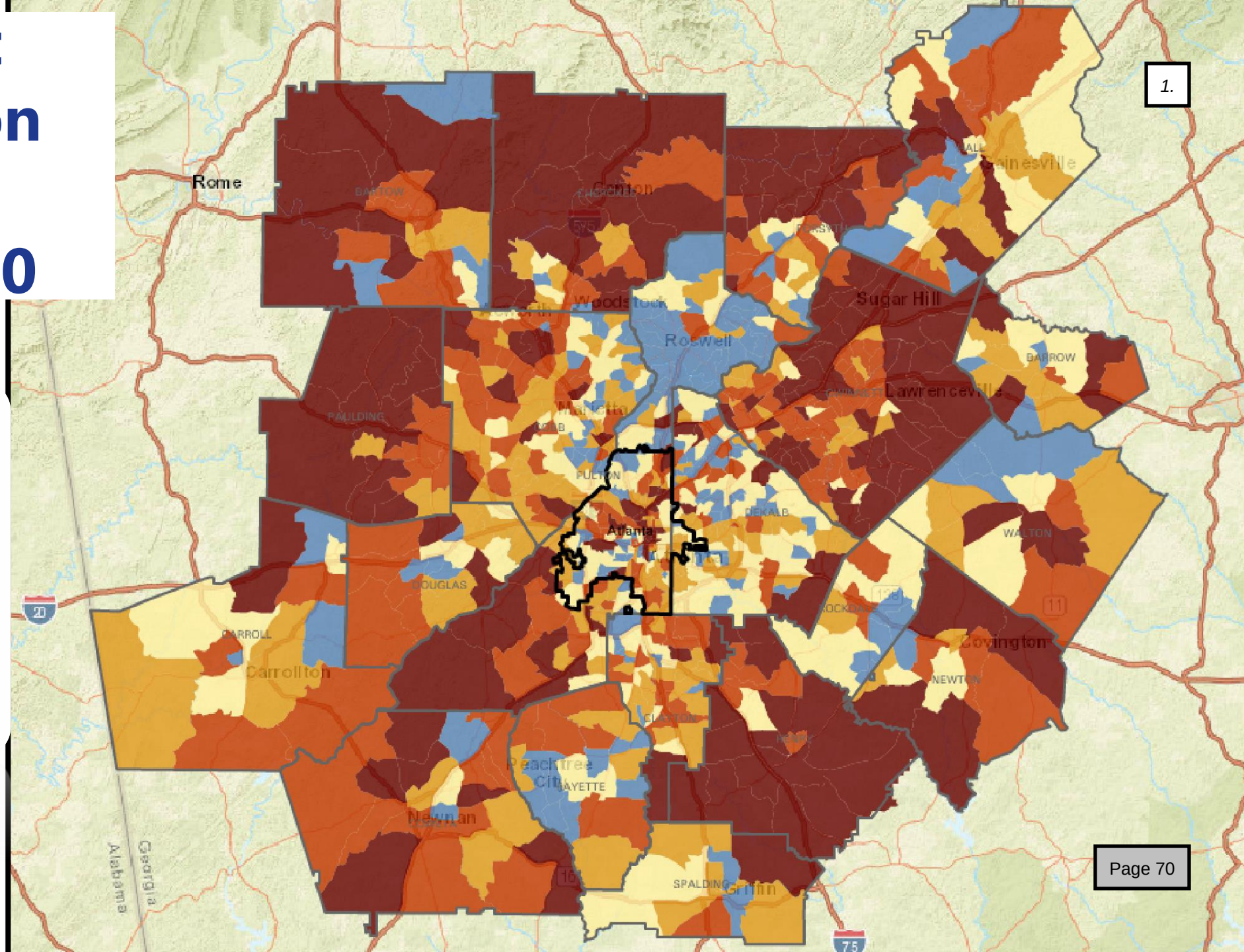


Source: ARC Forecasts, series 15

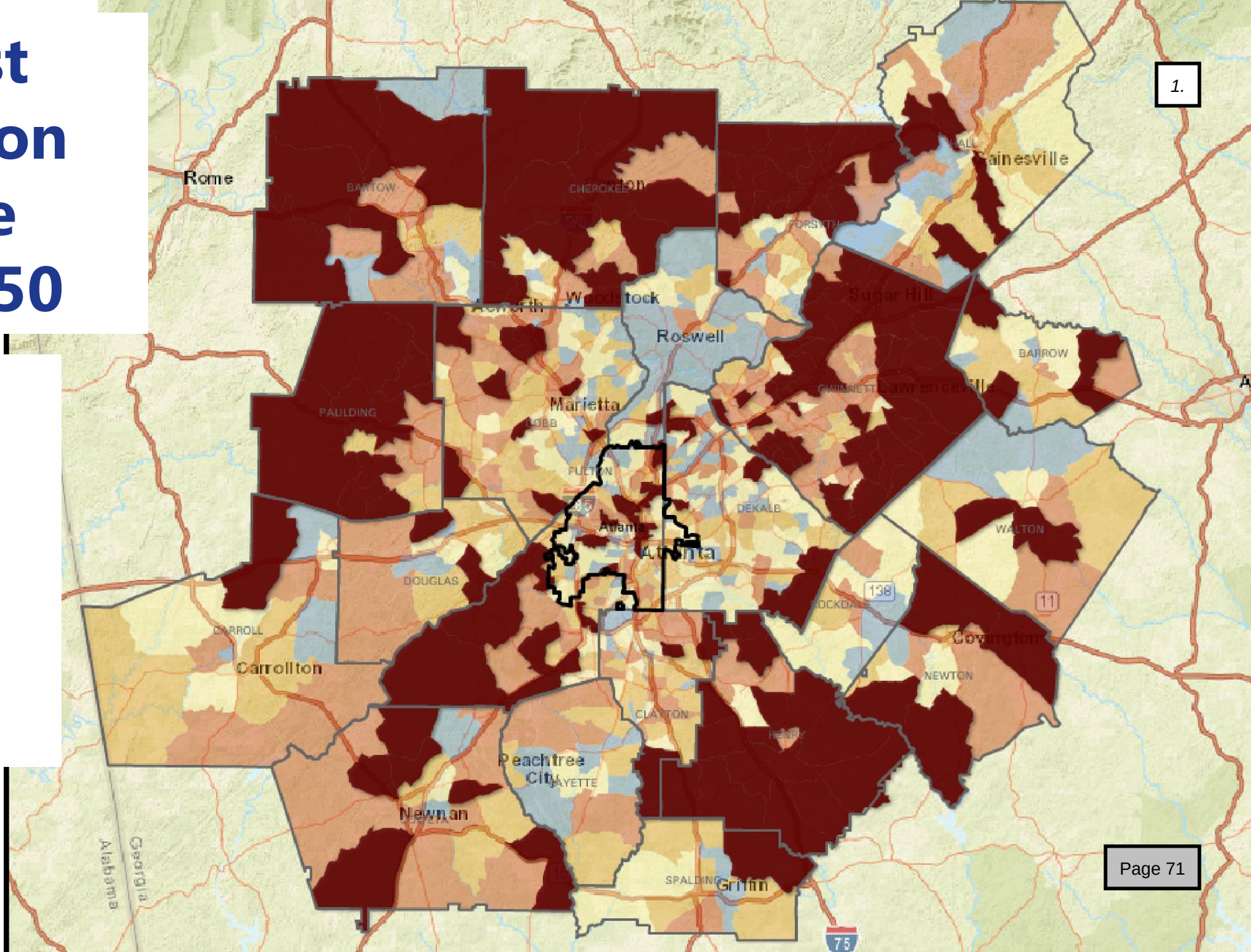
Forecast Population Change 2015-2050



Source: ARC The Region's Plan
Forecast (2019) Series 16 DRAFT

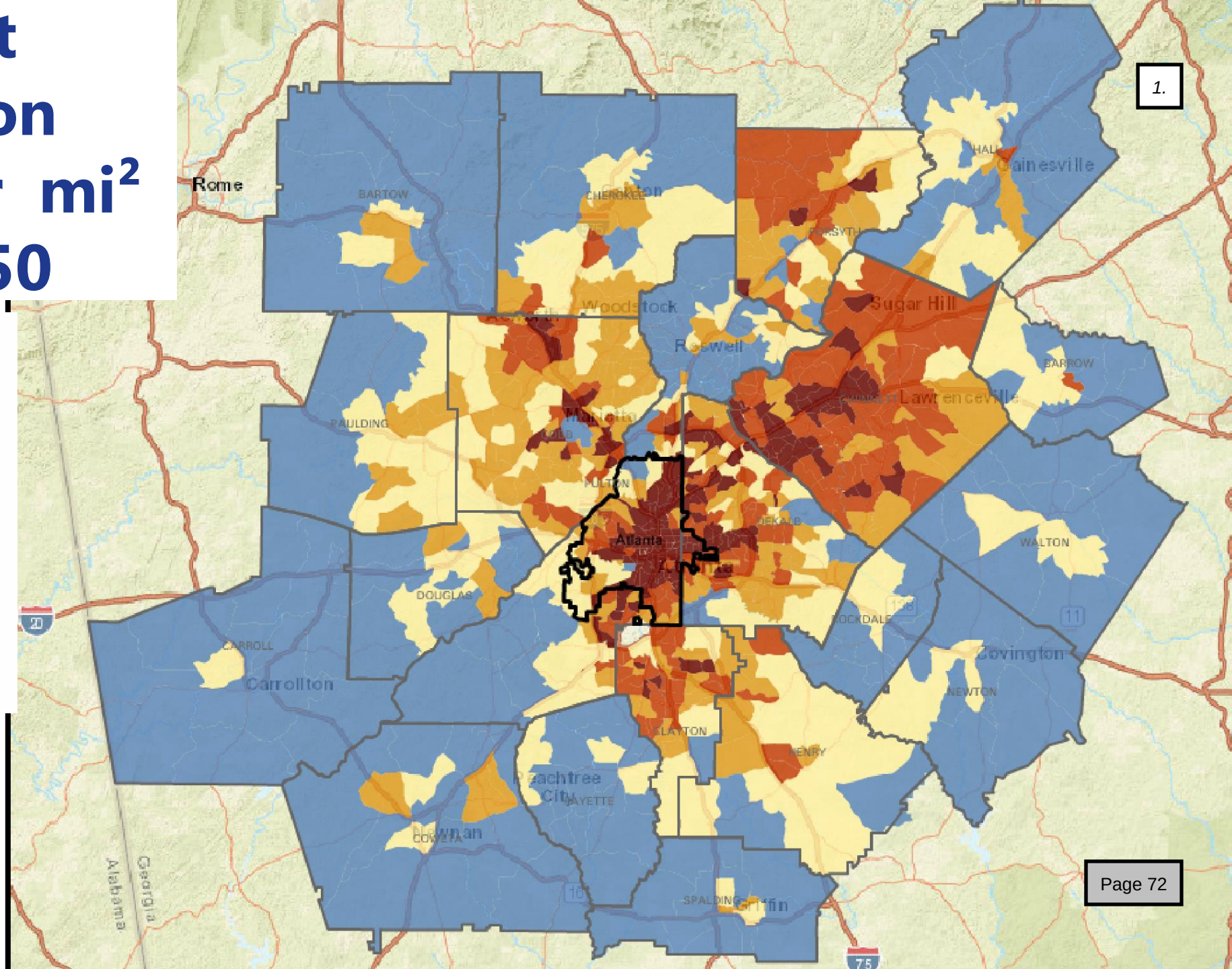
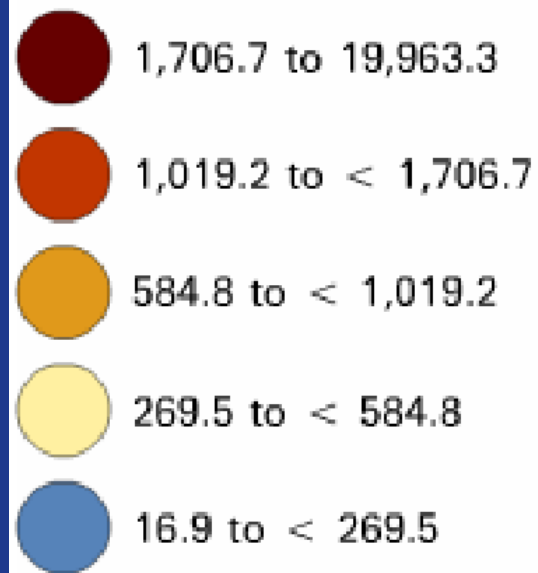


regional impact + local relevance



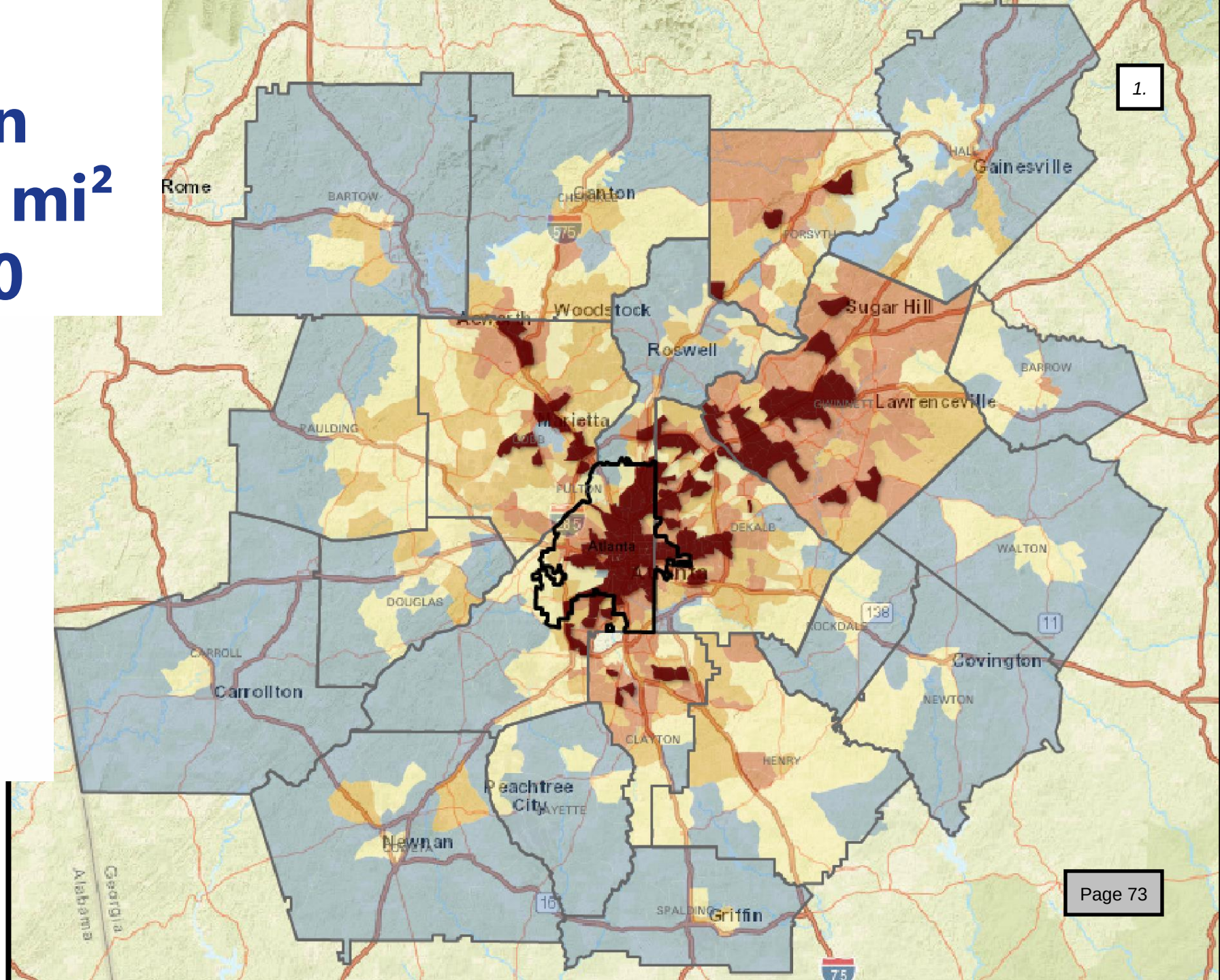
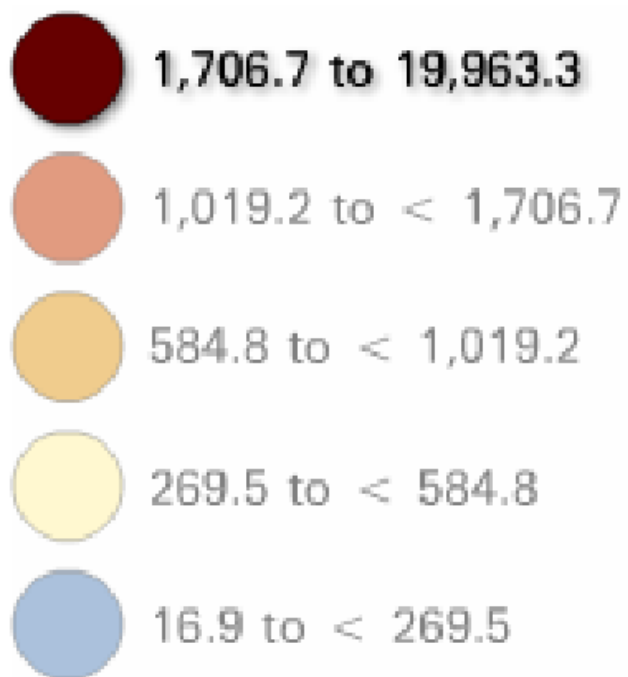
Page 71

Forecast Population Change, per mi² 2015-2050



Source: ARC *The Region's Plan*
Forecast (2019) Series 16 DRAFT

Forecast Population Change, per mi² 2015-2050



Source: ARC *The Region's Plan*
Forecast (2019) Series 16 DRAFT

Local Government Level Change

1.

Jurisdiction	2015 Total Pop	2040 Total Pop	Total Change, 2015-2040	Percent Change, 2015-2040
Atlanta	431,700	621,729	190,029	44.0%
Barrow	75,103	135,696	60,593	80.7%
Bartow	110,448	179,084	68,636	62.1%
Carroll	116,236	166,926	50,690	43.6%
Cherokee	233,231	392,411	TLa159,180	68.2%
Clayton	266,888	327,552	60,664	22.7%
Cobb	727,521	885,062	157,541	21.7%
Coweta	141,156	239,808	98,652	69.9%
DeKalb	718,442	874,424	155,982	21.7%
Douglas	137,343	201,325	63,982	46.6%
Fayette	110,975	143,255	32,280	29.1%
Forsyth	206,701	430,301	223,600	108.2%
Fulton	970,290	1,264,376	294,086	30.3%
Gwinnett	859,757	1,350,358	490,601	57.1%
Hall	200,586	328,058	127,472	63.5%
Henry	218,364	351,691	133,327	61.1%
Newton	106,500	166,208	59,708	56.1%
Paulding	149,382	259,578	110,196	73.8%
Rockdale	89,390	128,103	38,713	43.3%
Spalding	66,291	100,086	33,795	51.0%
Walton	86,969	138,715	51,746	59.5%

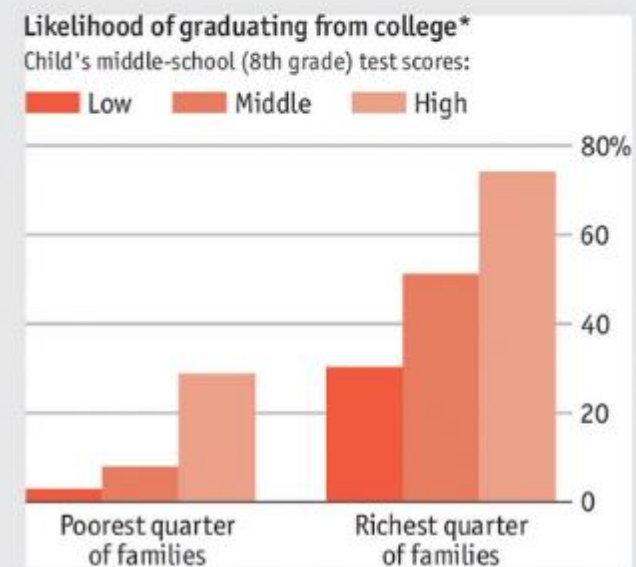
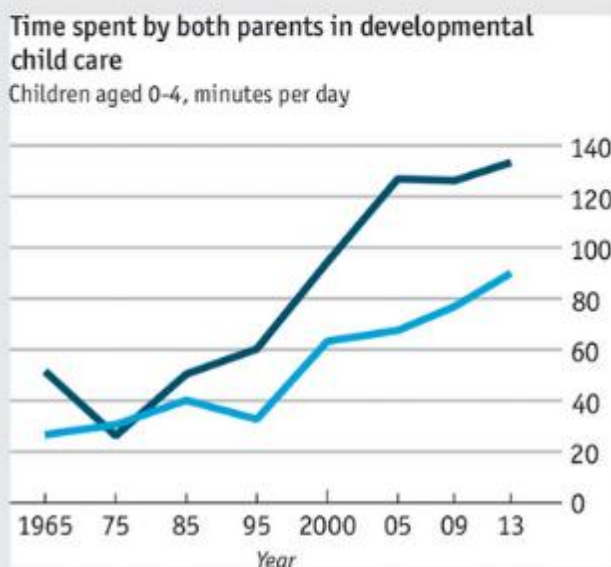
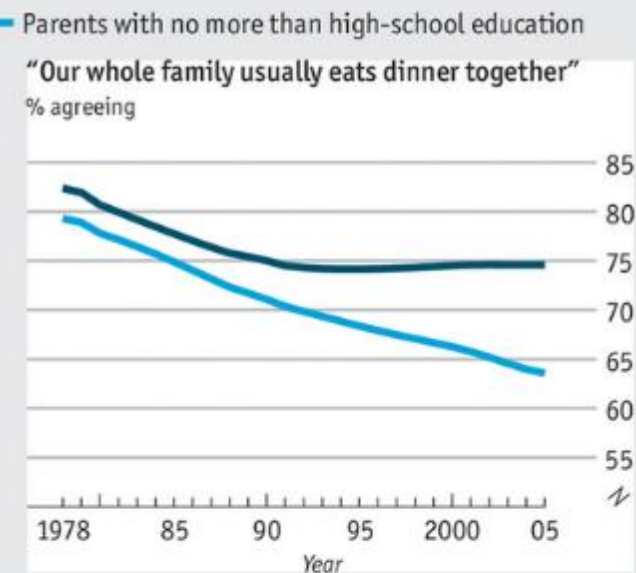
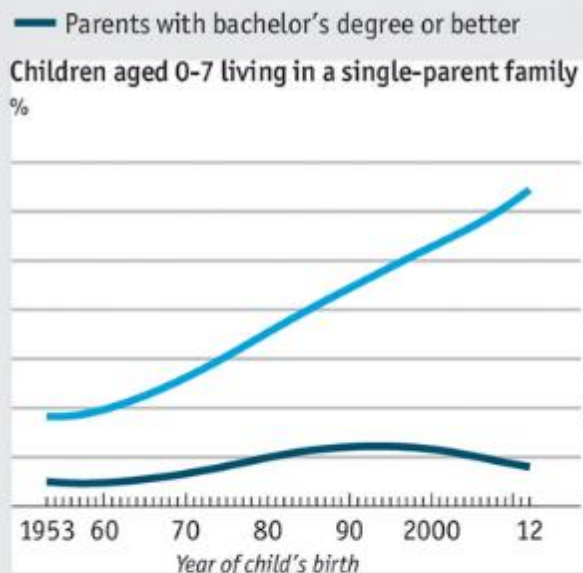
Source: ARC Forecasts, series 15

SocioEconomic Relationships

Place Matters
Outcomes Matter

Our Kids

American families



Source: "Our Kids", Robert Putnam

*College graduation 2000, test scores 1988

Economist.com

Change in Poverty 2000-16

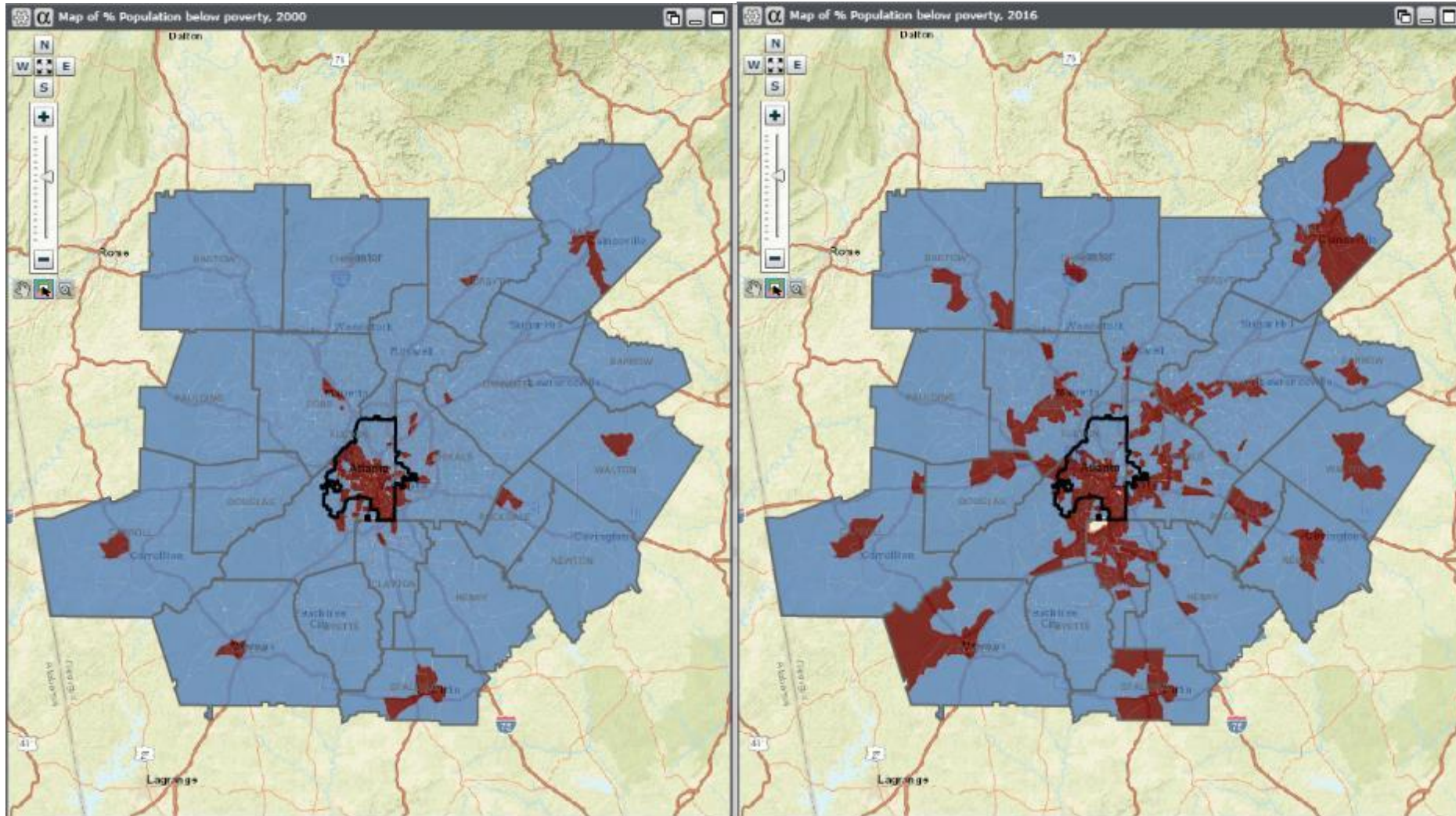
1.

More than 20% of people living in Poverty by Census Tract (Neighborhood)

2000

2016

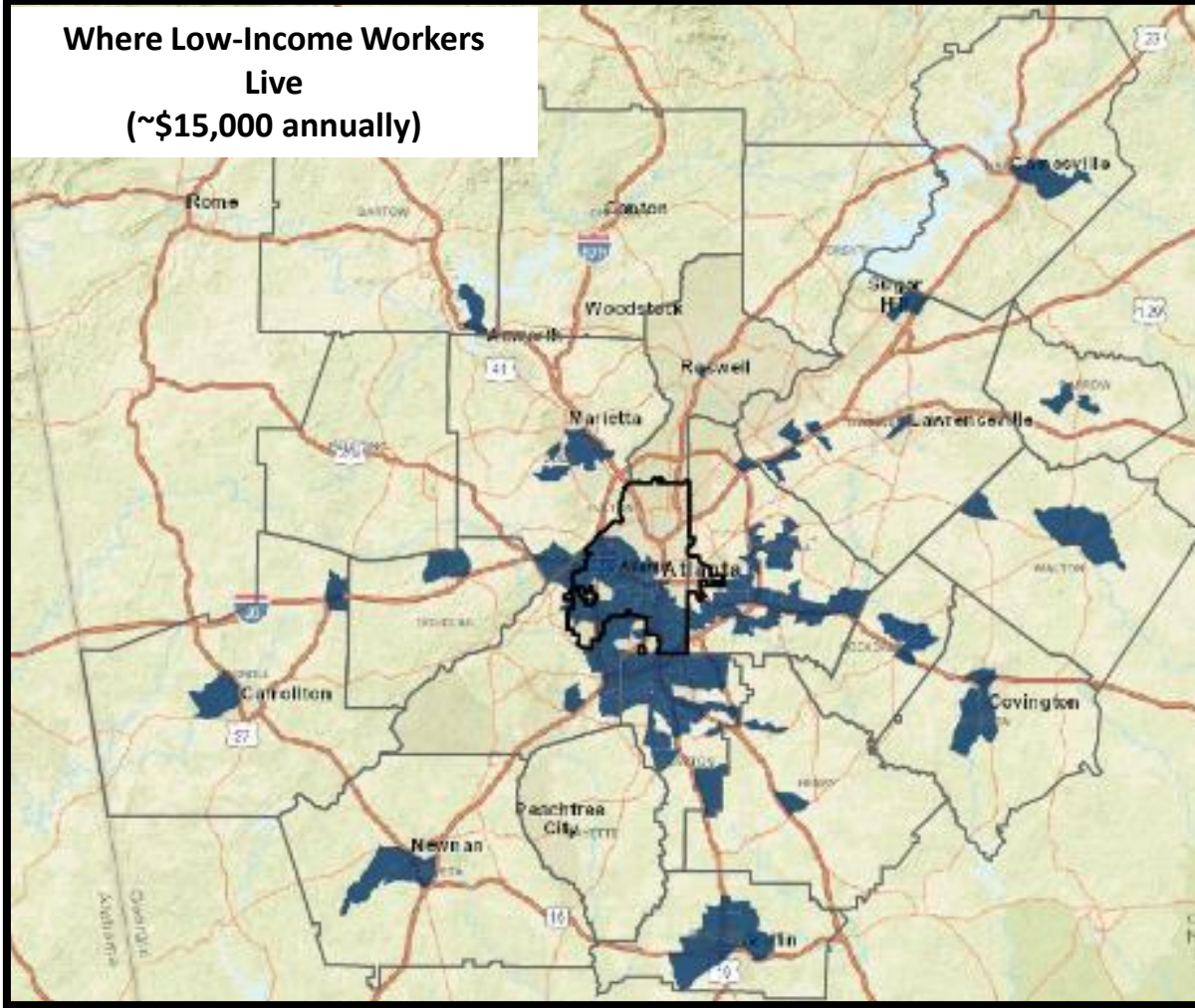
Source: US Census Bureau



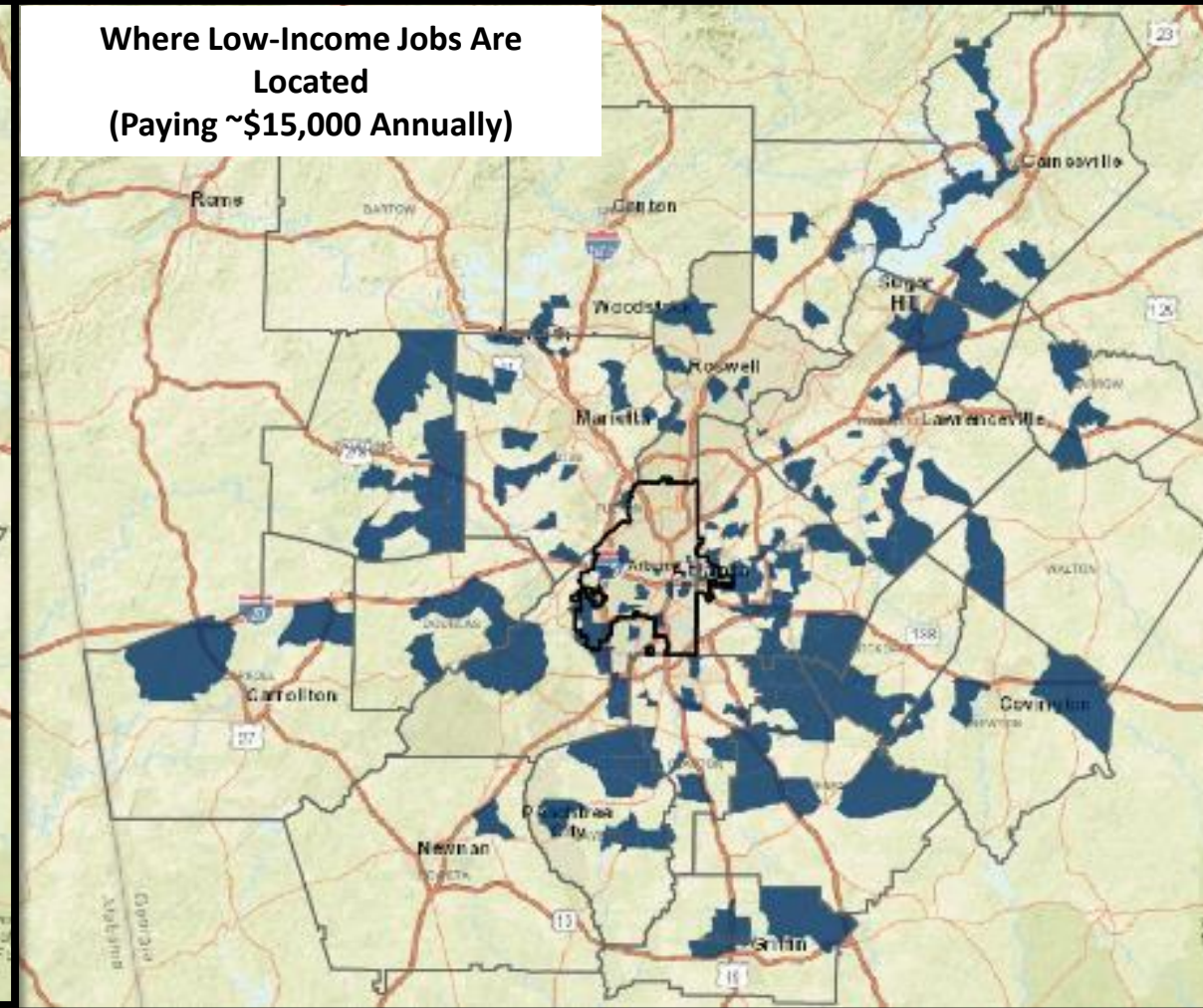
A spatial mismatch exists between the location of low-income workers & low-income jobs

1.

Where Low-Income Workers
Live
(~\$15,000 annually)



Where Low-Income Jobs Are
Located
(Paying ~\$15,000 Annually)

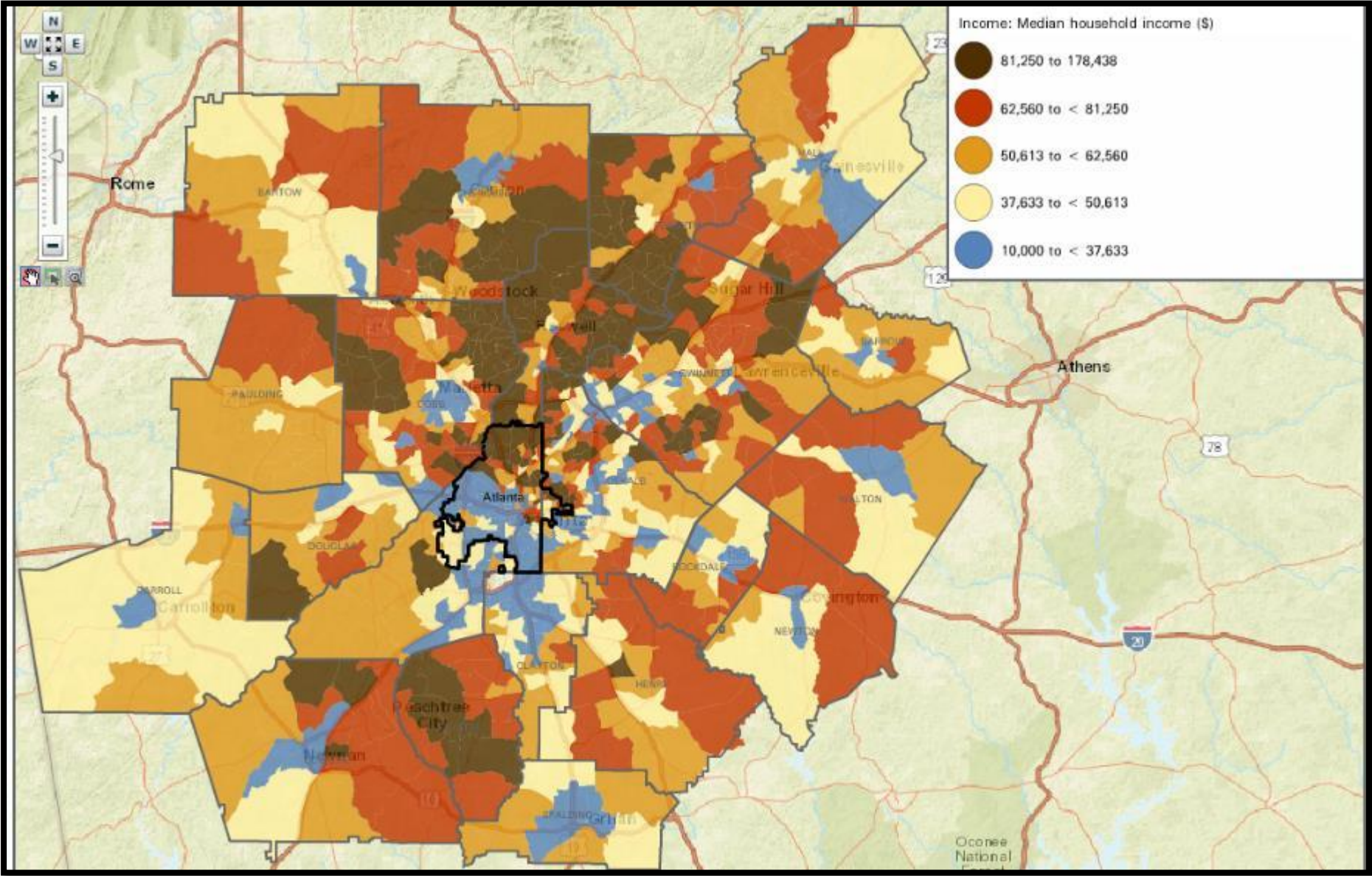


Source: Longitudinal Employer-Household Dynamics (LEHD),
U.S. Census Bureau via Neighborhood Nexus

*Blue shades represent higher
concentrations of both low-income
workers and low-income jobs

Systems Look at the Region... Income

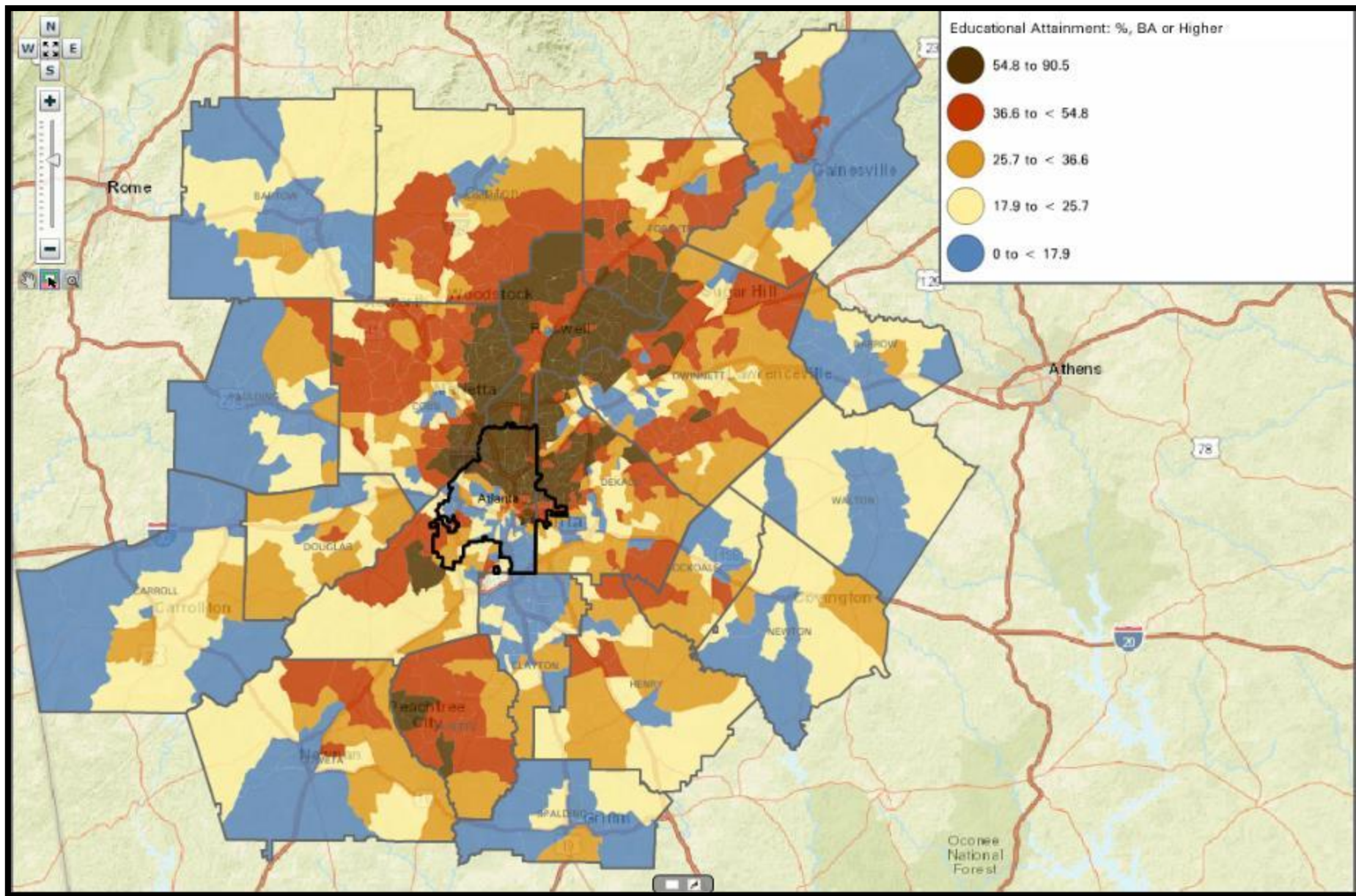
1.



Source: US Census, via Neighborhood Nexus

Educational Attainment...

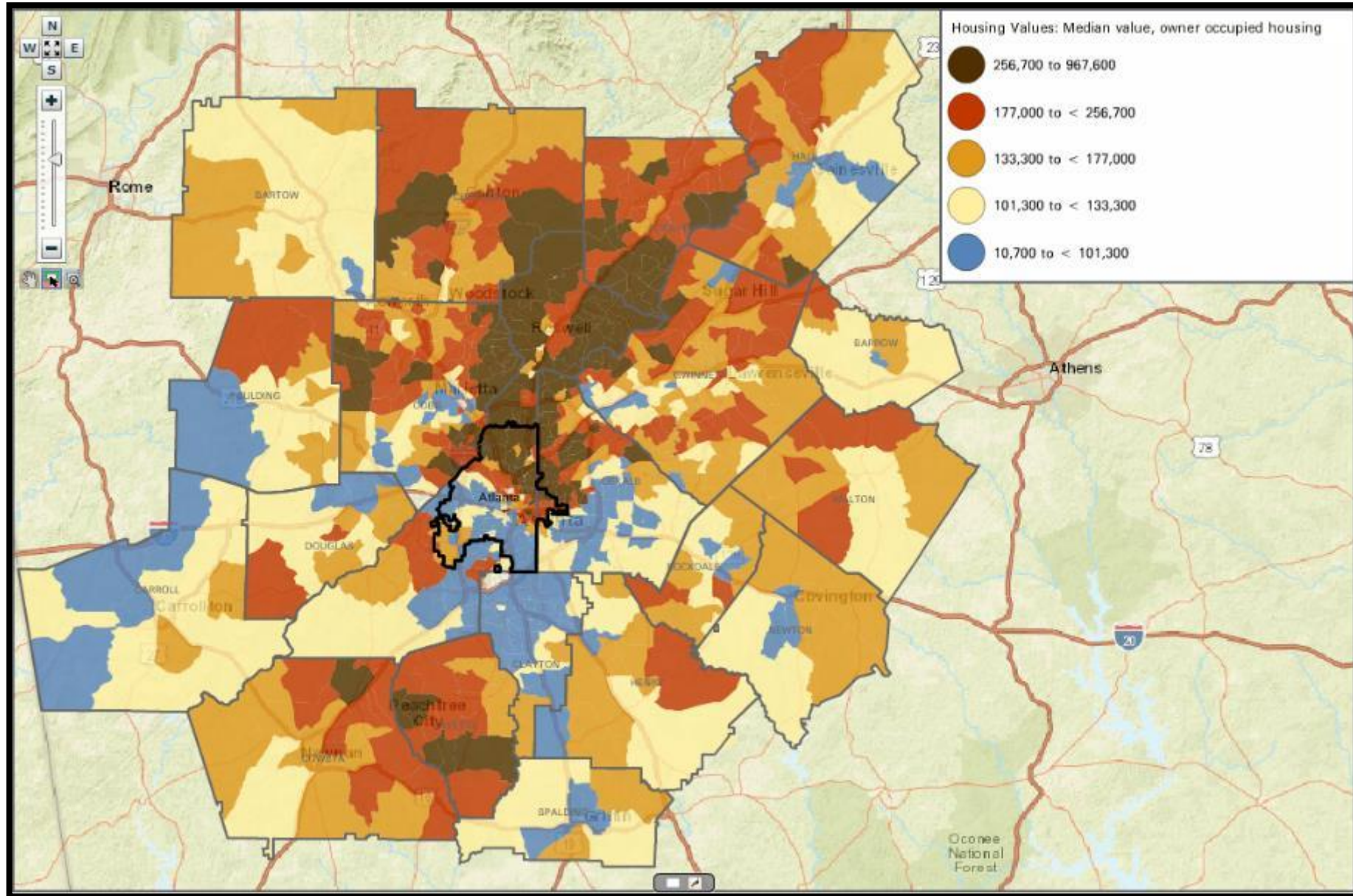
1.



Source: US Census, via Neighborhood Nexus

Housing Values

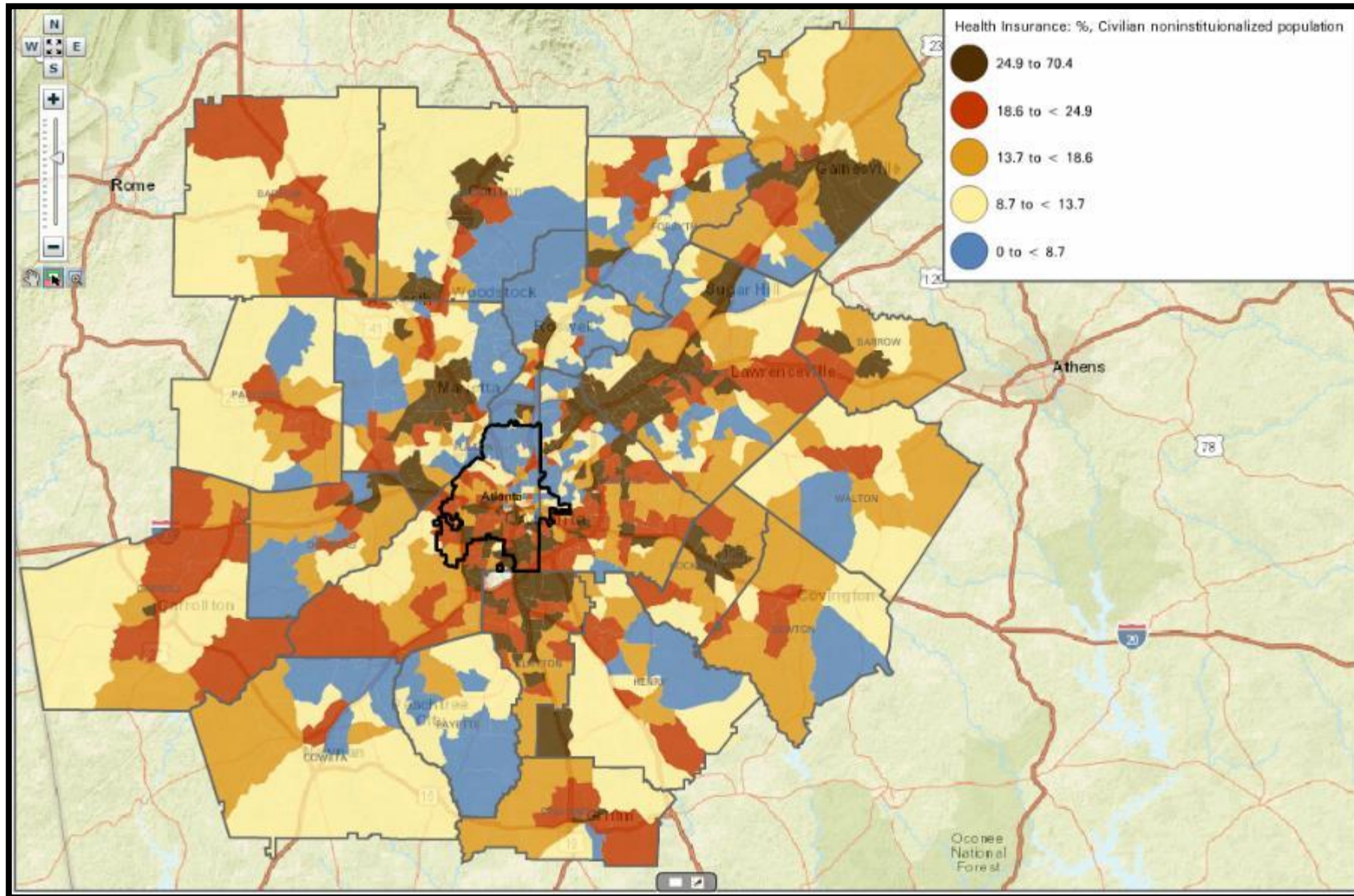
1.



Source: US Census, via Neighborhood Nexus

No Health Insurance

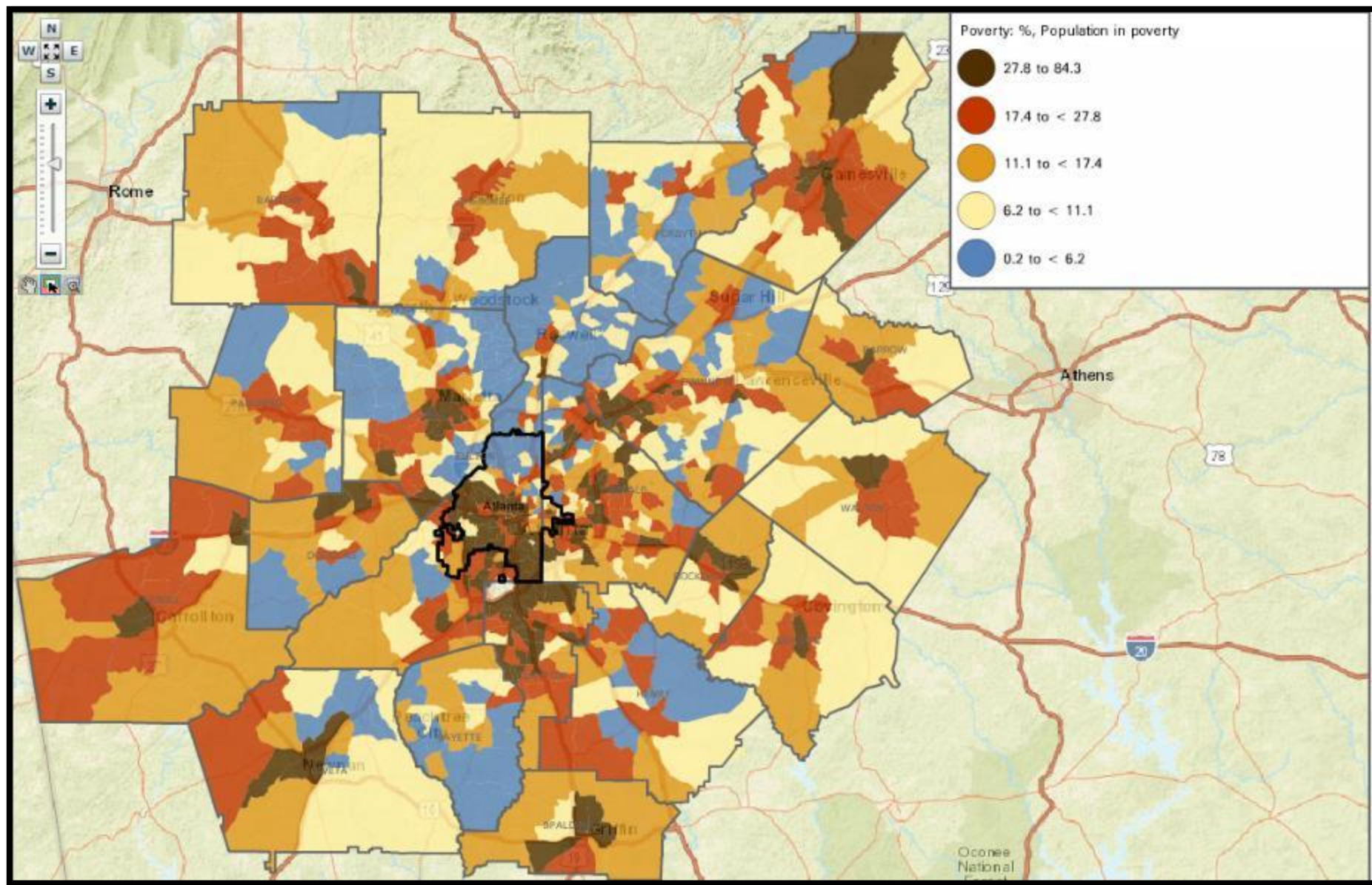
1.



Source: US Census, via Neighborhood Nexus

Poverty

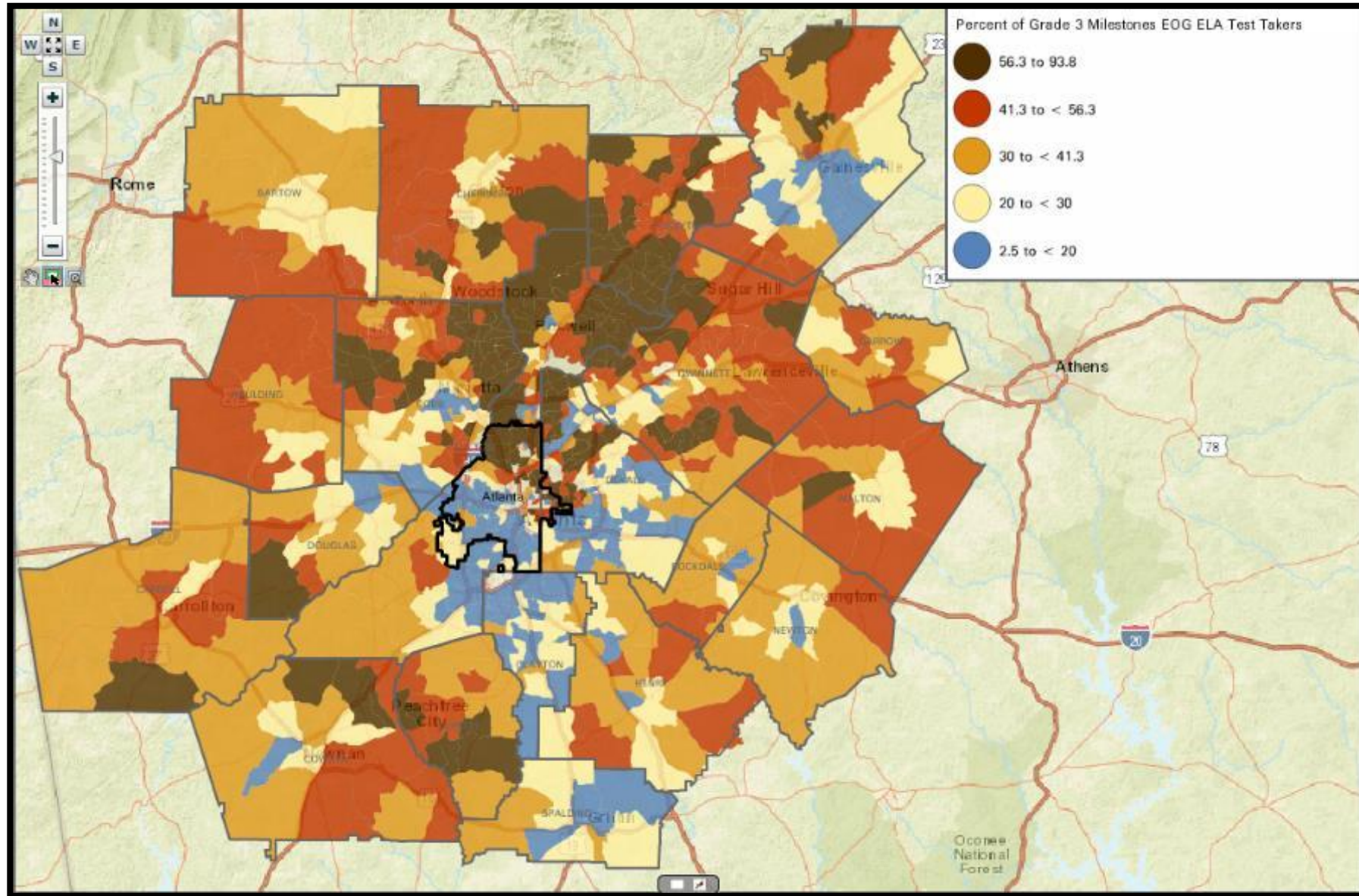
1.



Source: US Census, via Neighborhood Nexus

3rd Grade Reading

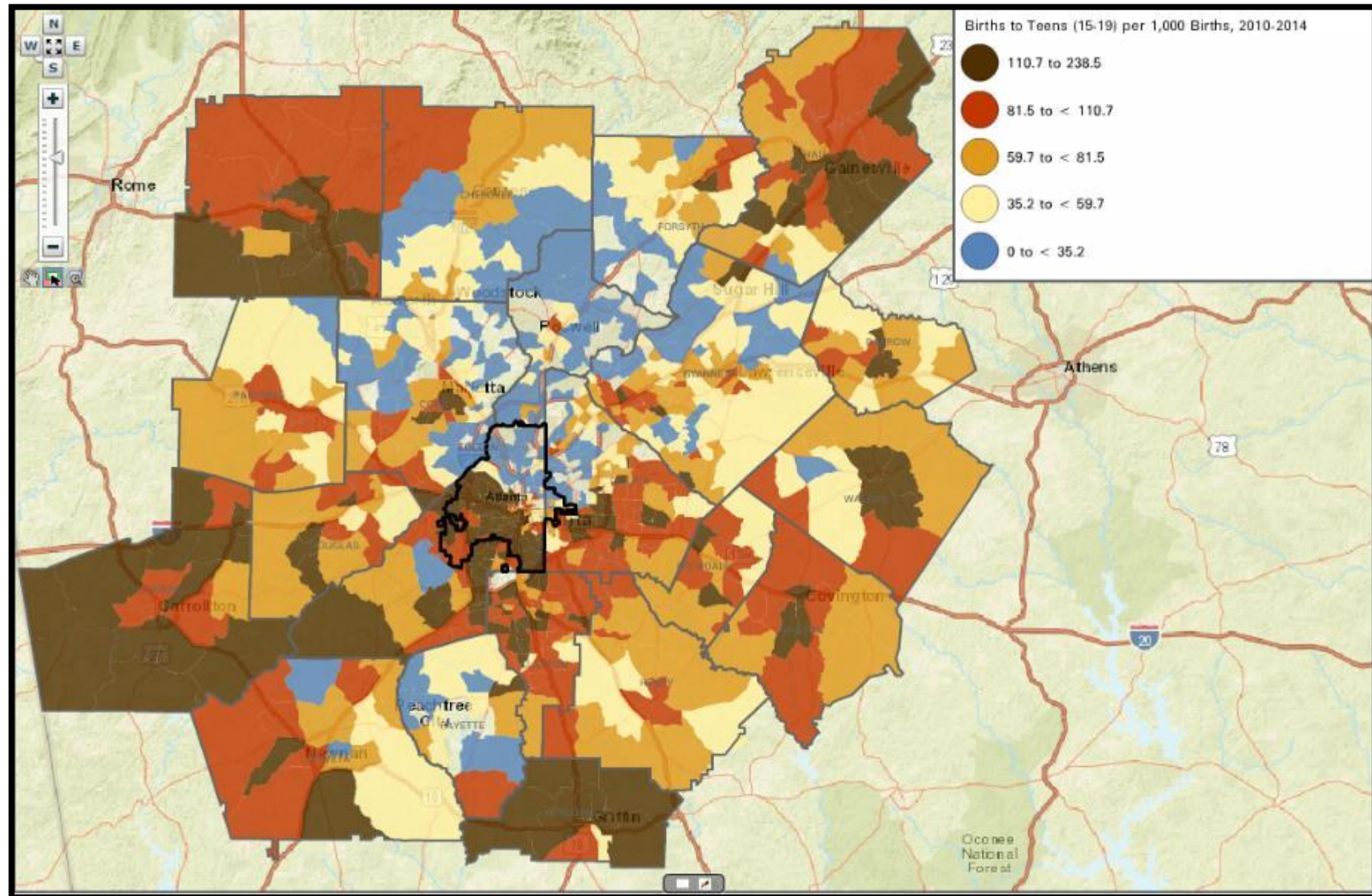
1.



Source: GA DOE, via Neighborhood Nexus

Teen Birth Rate

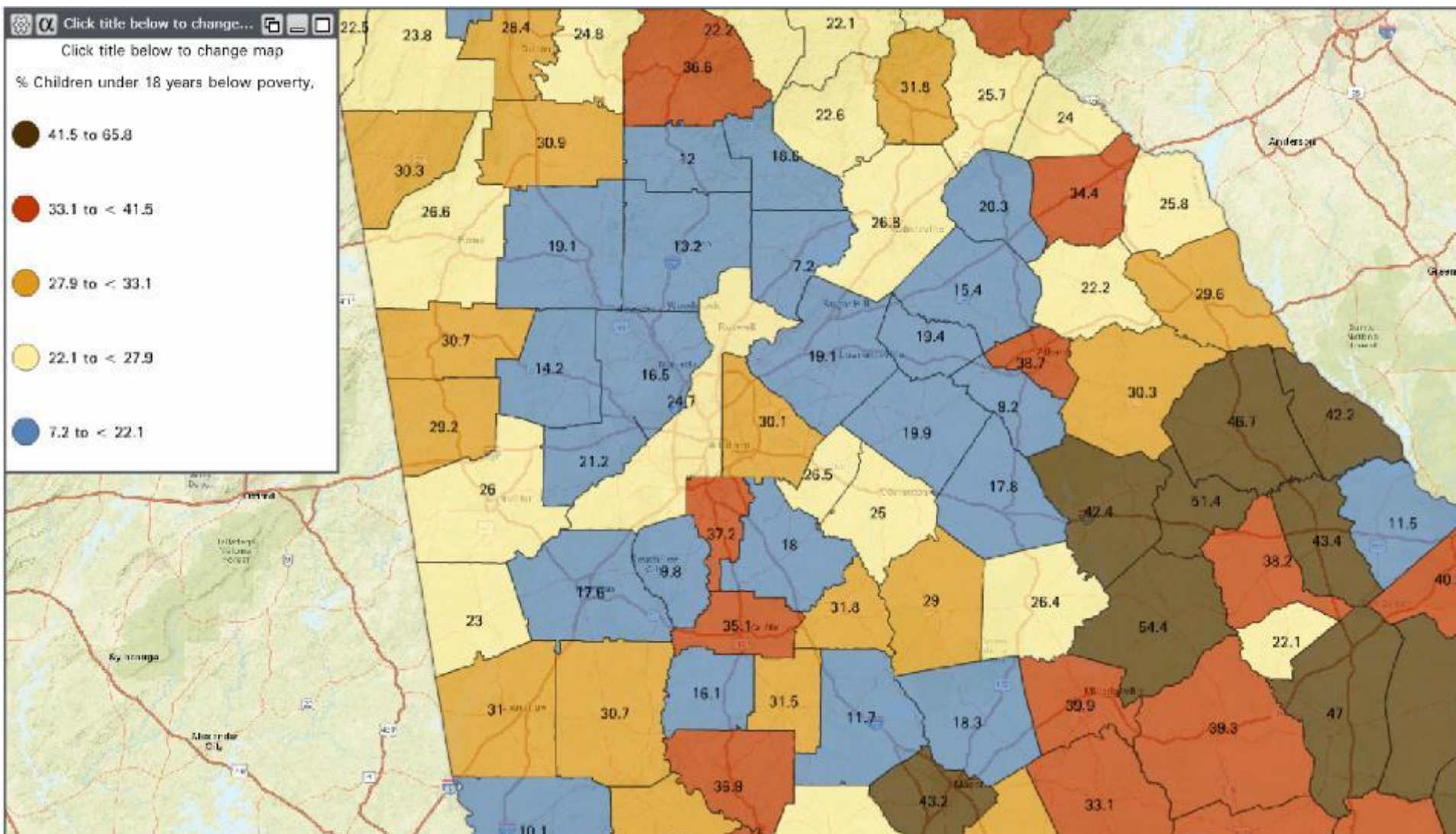
1.



Source: GA DPH, via Neighborhood Nexus

Child Poverty

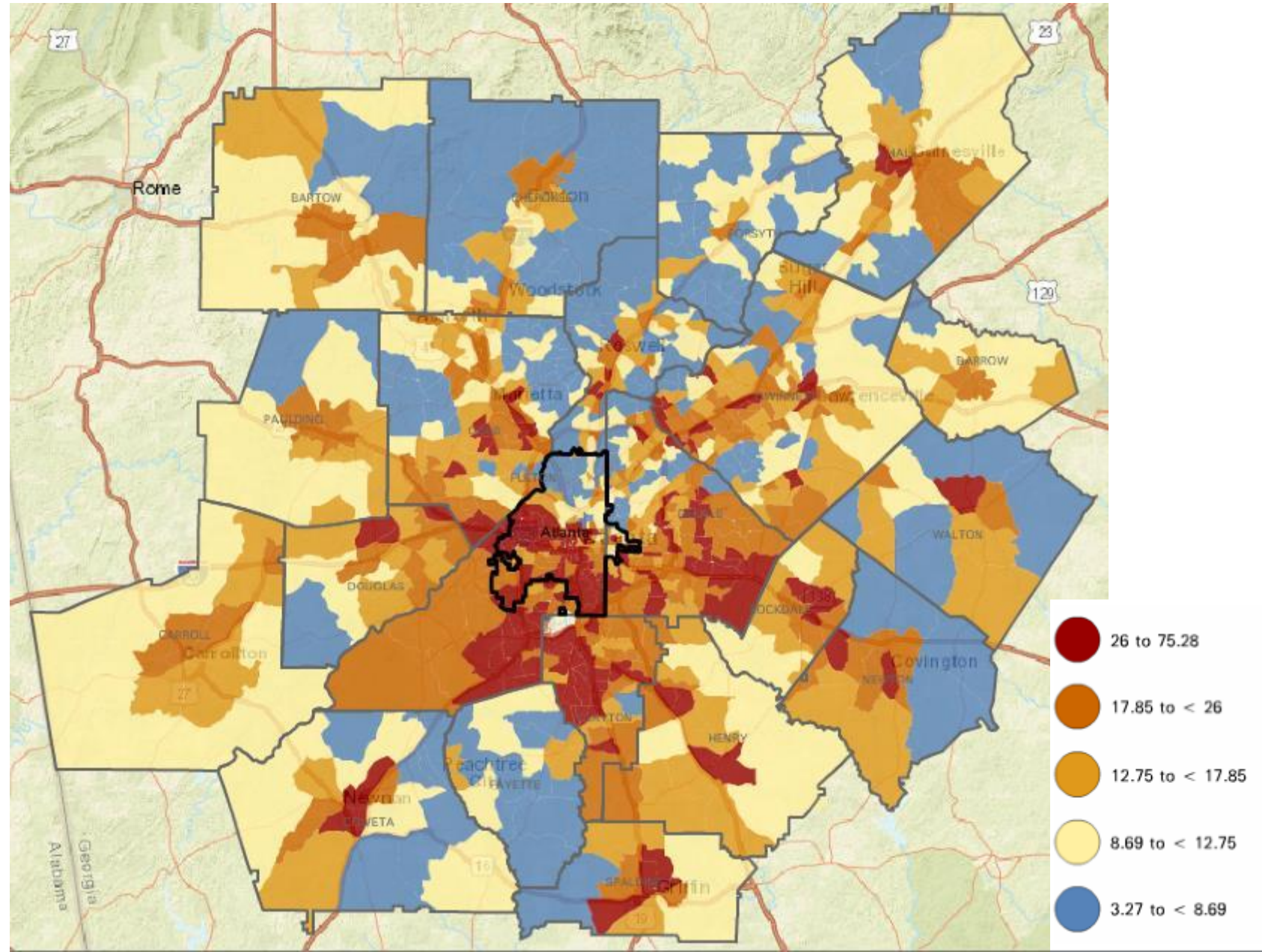
1.



Source: US Census, via Neighborhood Nexus

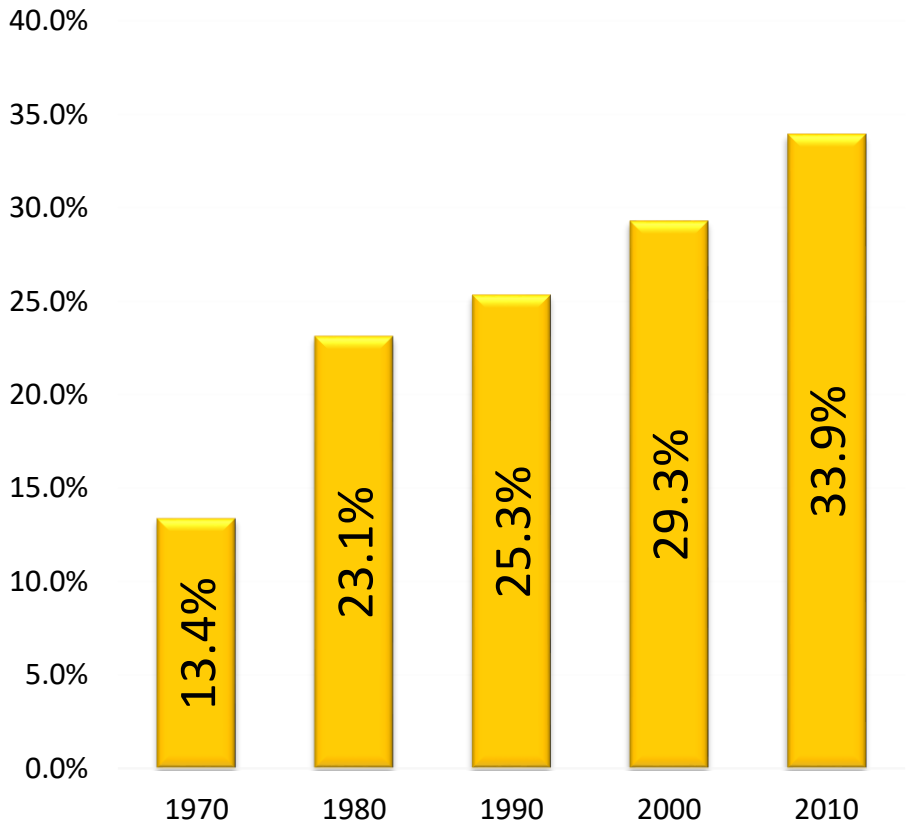
Single Parent Households 2010

1.

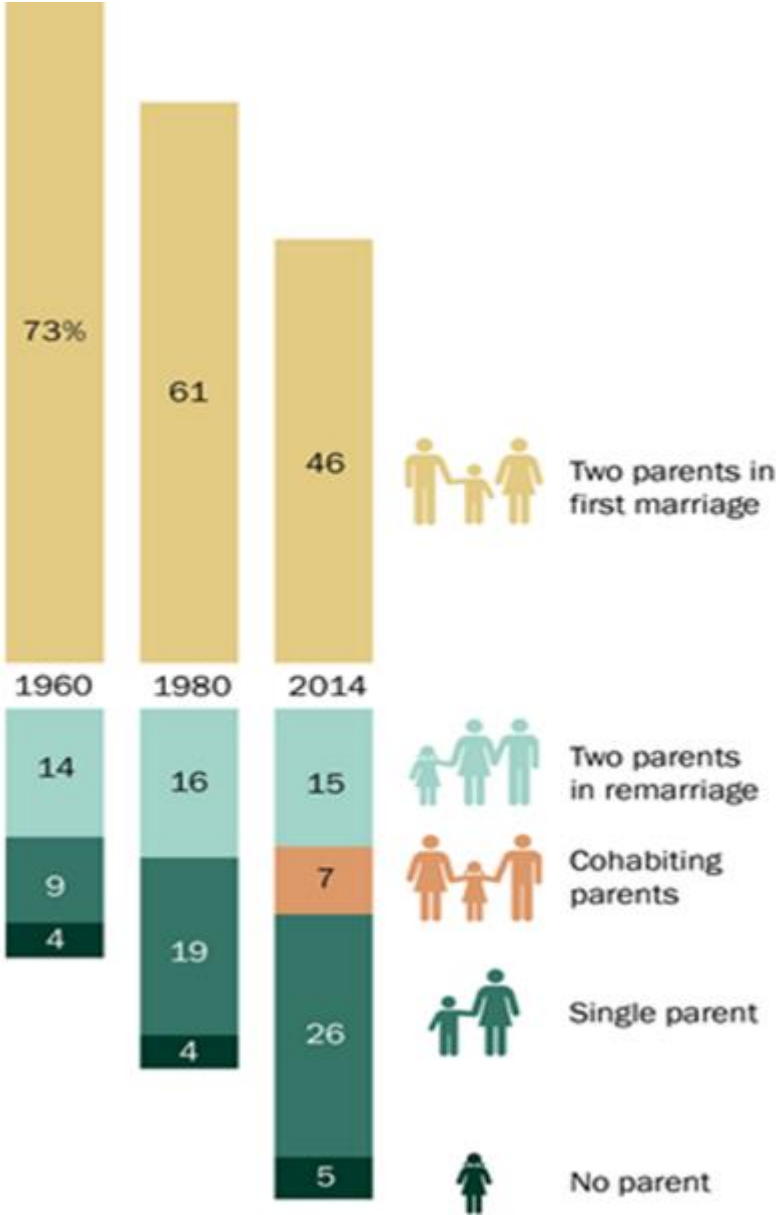


The State of Families

Percent of All Families with “Own Children” Headed by a Single-Parent (10-County Atlanta Region)



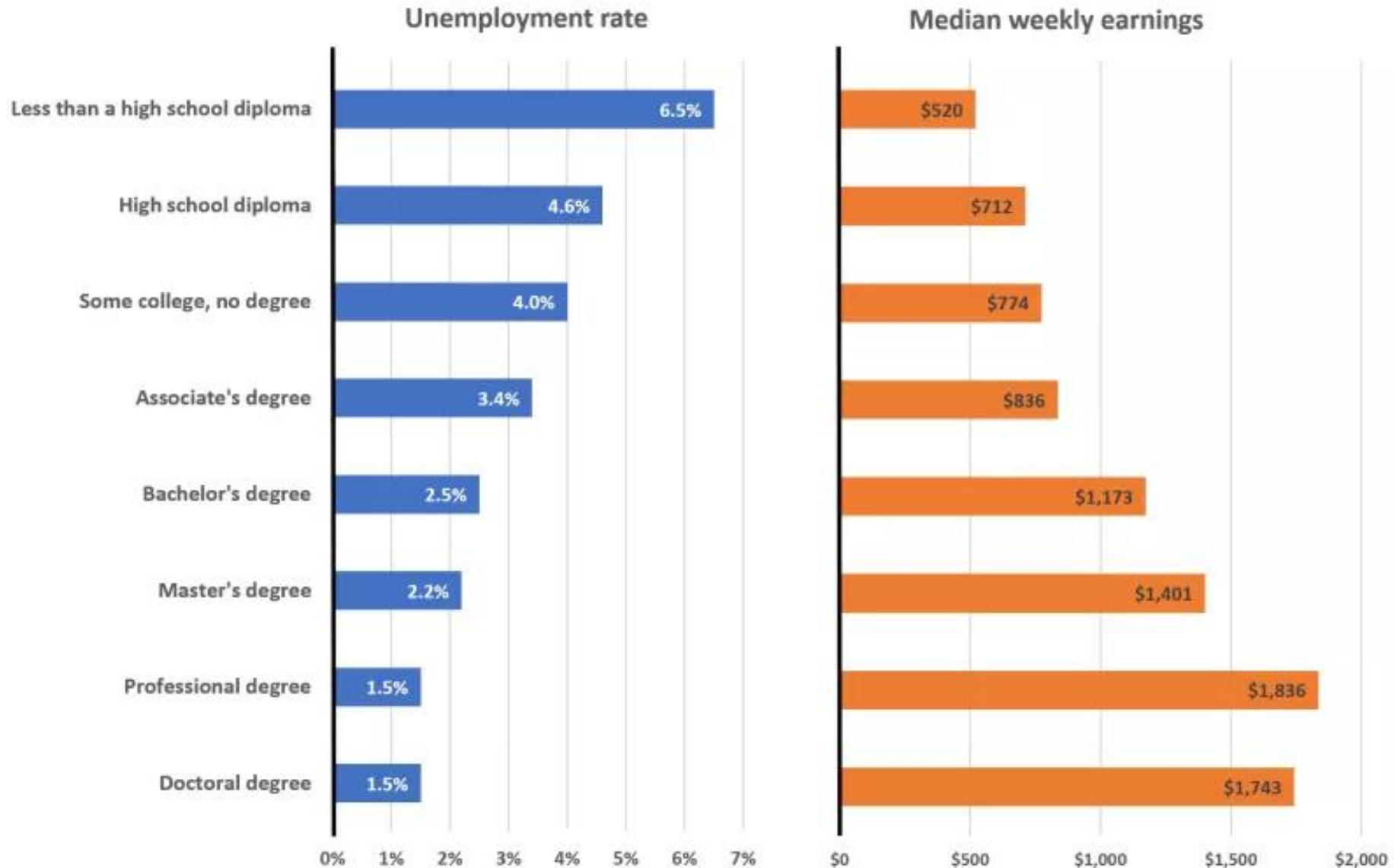
National Trends (Pew)



Source: Minnesota Population Center. National Historical Geographic Information System

Education, Unemployment, Earnings

1.

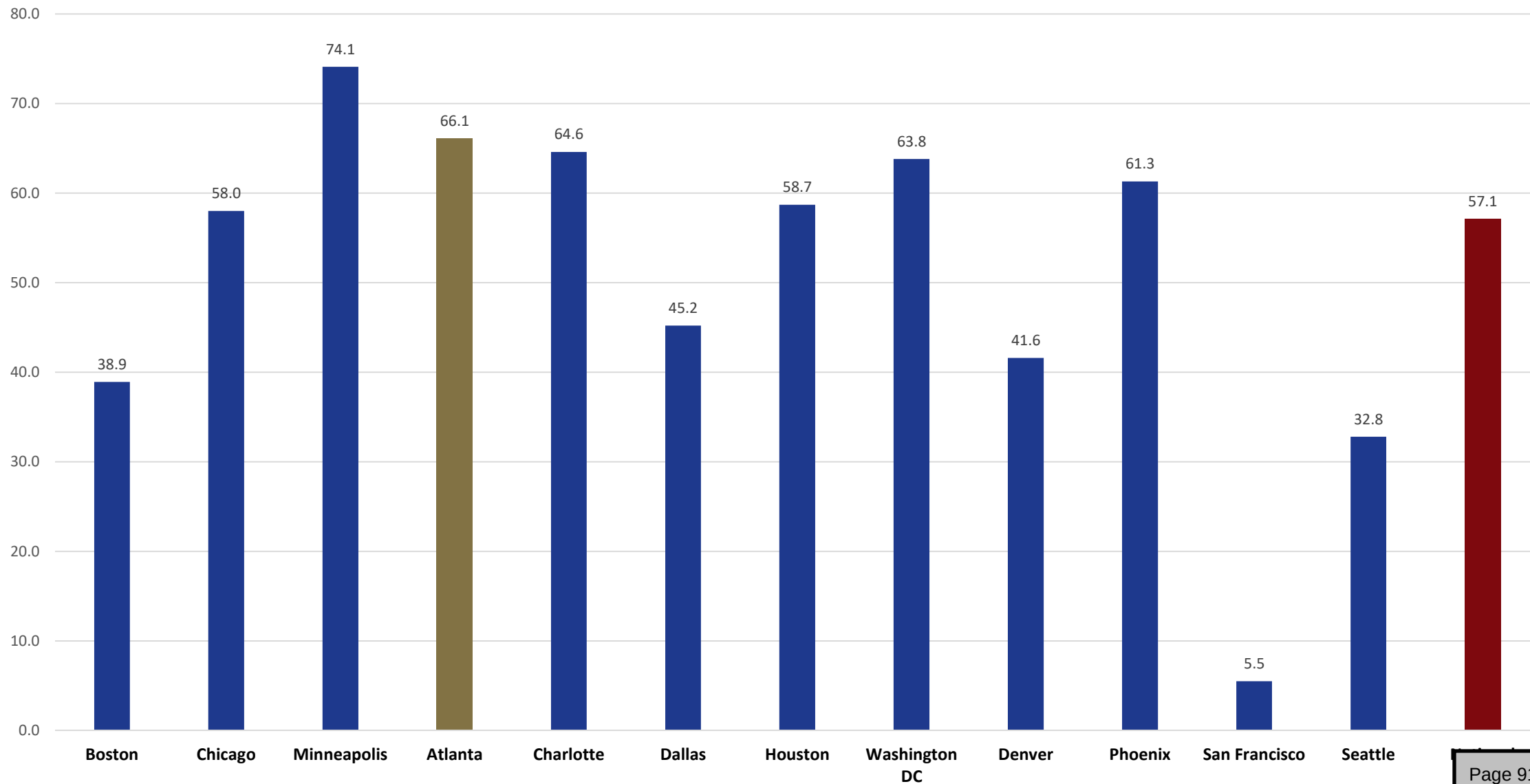


Housing and Transportation Affordability

Overall, Metro Atlanta Is an Affordable Place

1.

% of Homes Affordable to Median Income Household, Q2 2018

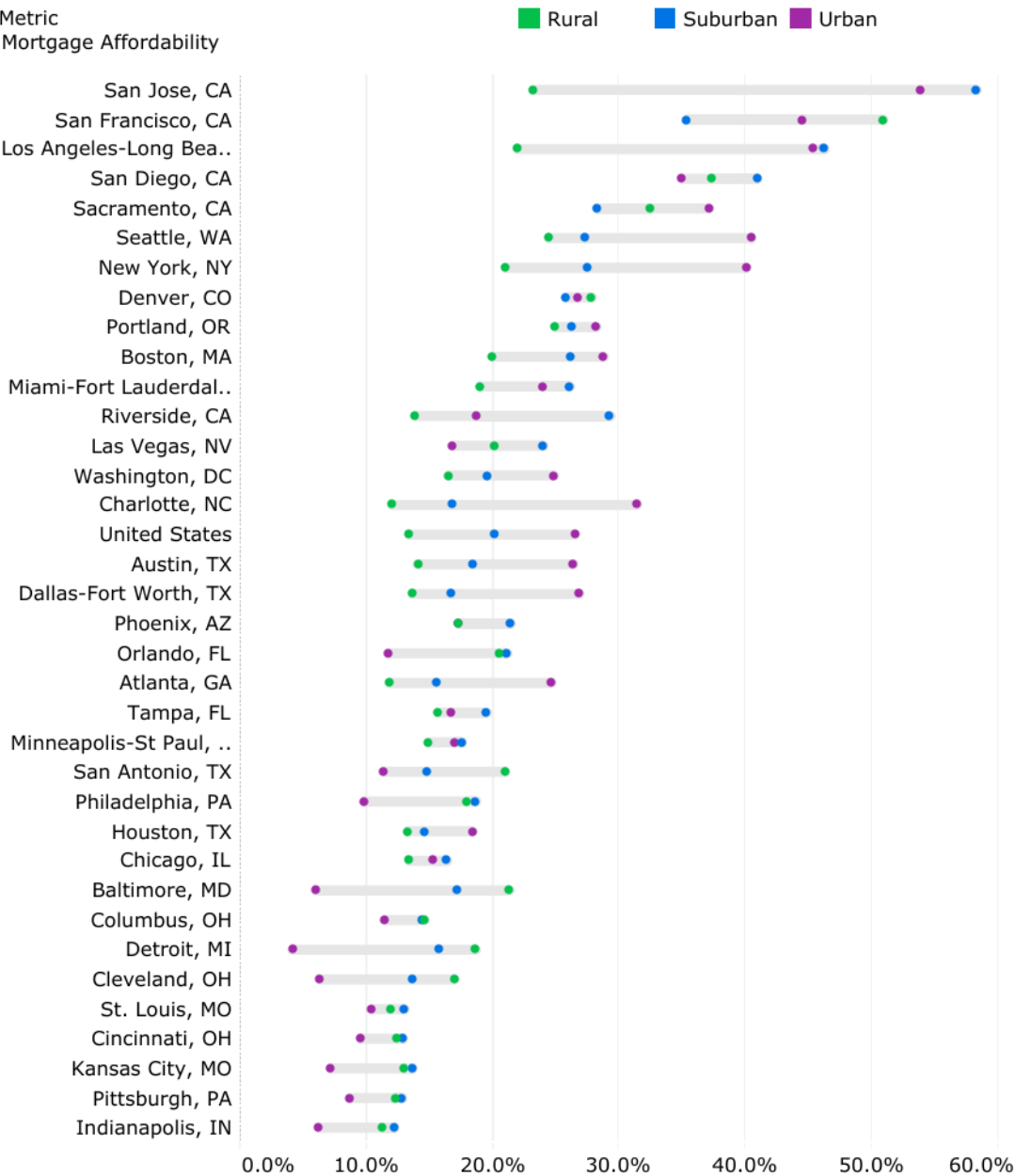


Source: Housing Opportunity Index, NAHB (Q2, 2018)

Urban Centers and Affordability MORTGAGE

Share of income Spent on Housing

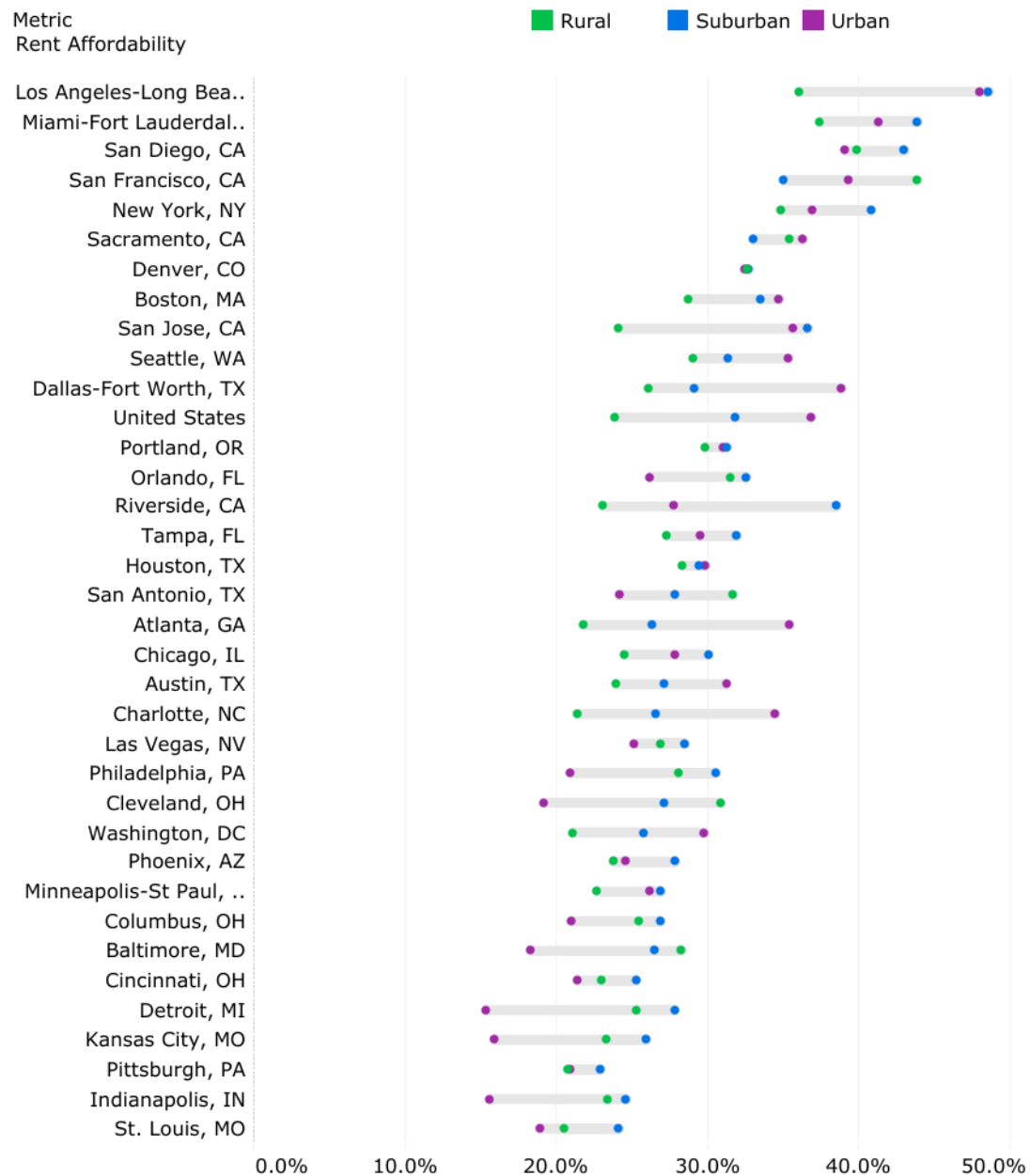
The housing affordability crisis is largely centered in urban areas..



Urban Centers and Affordability RENT

Share of income Spent on Housing

The housing affordability crisis is largely centered in urban areas..

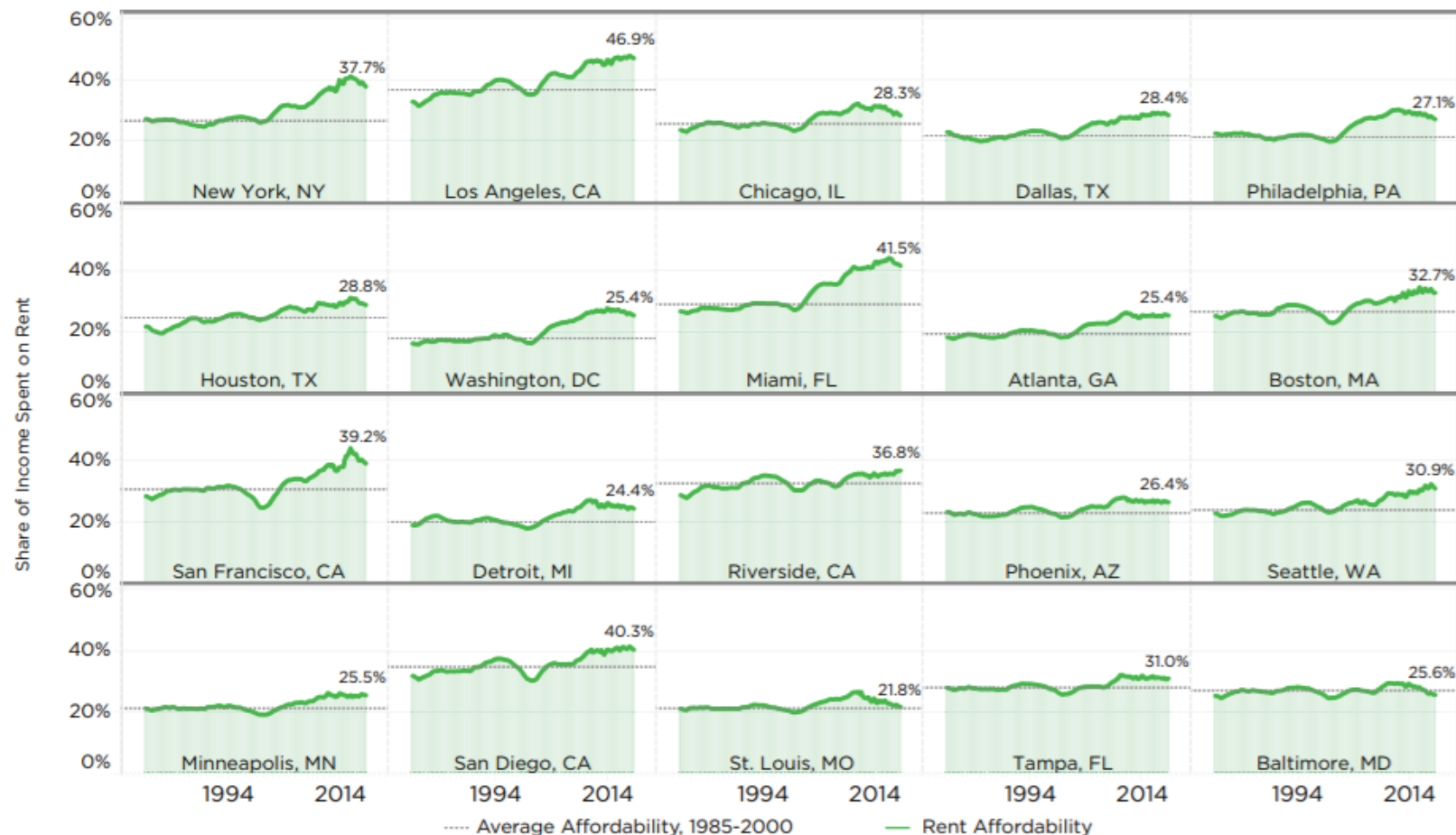


Rents are Higher than Historic Averages

1.

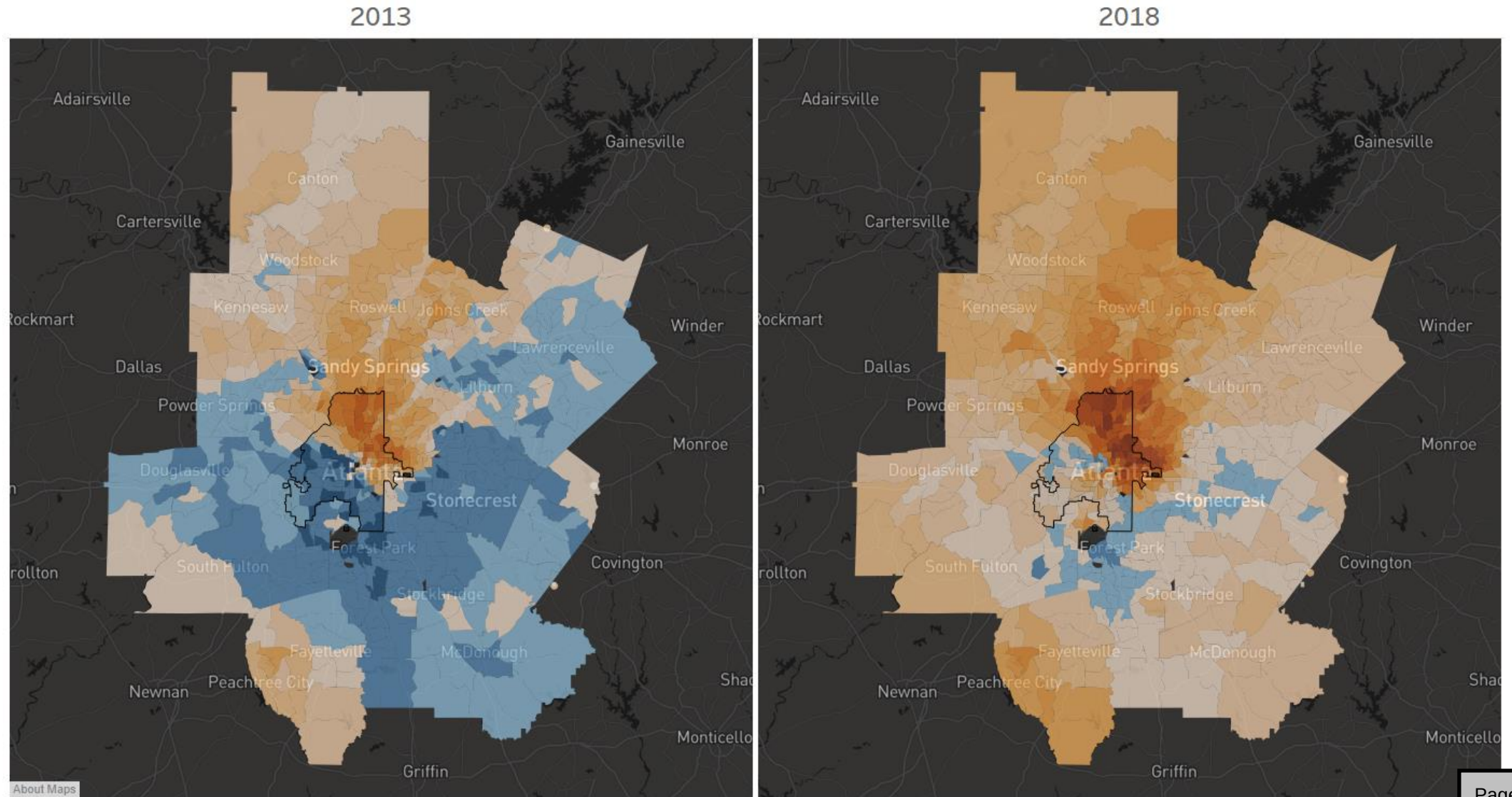
Rent Affordability by Metro

The share of income spent on rent is higher than the historic average in all but one of the nation's 20 largest metros.



Neighborhood Home Price Change 2013 to 2018

1.



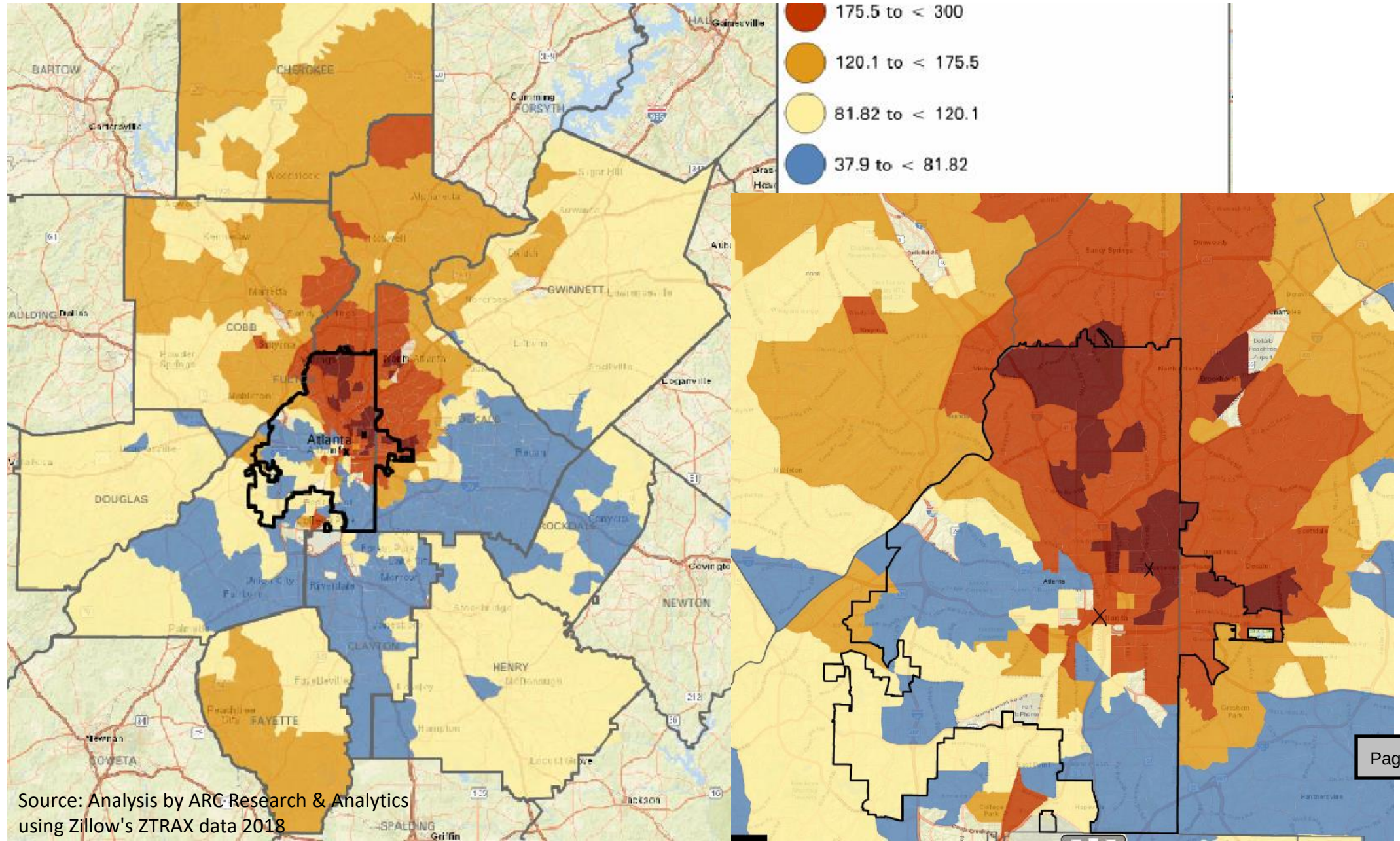
Home Sale Price Per Sq Ft

\$21 \$349

Source: Analysis by ARC Research & Analytics using Zillow's ZTRAX data from 2013 & 2018

Sales Price Per SQ Ft 2018

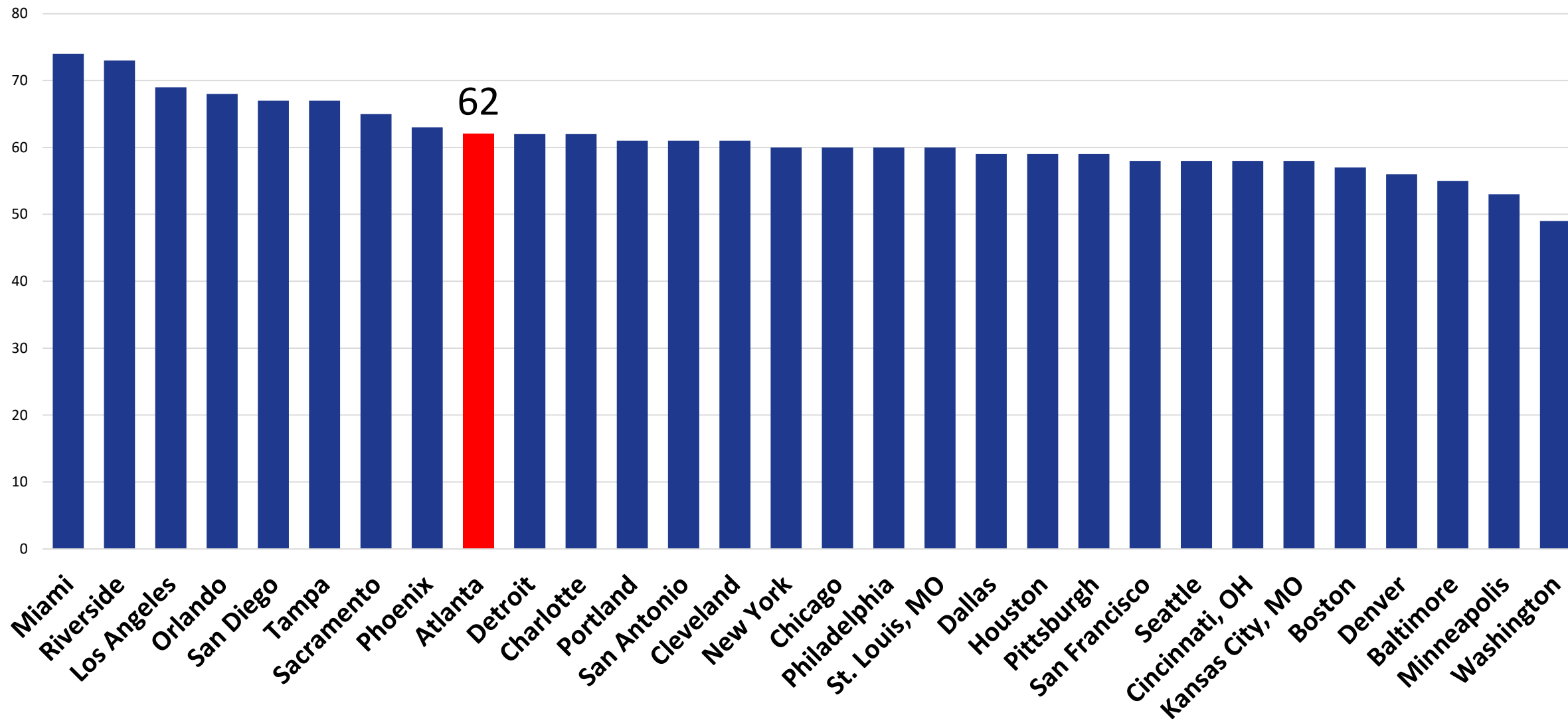
1.



Add In Transportation Costs, and Metro Atlanta's Affordability Gets Even More Constrained

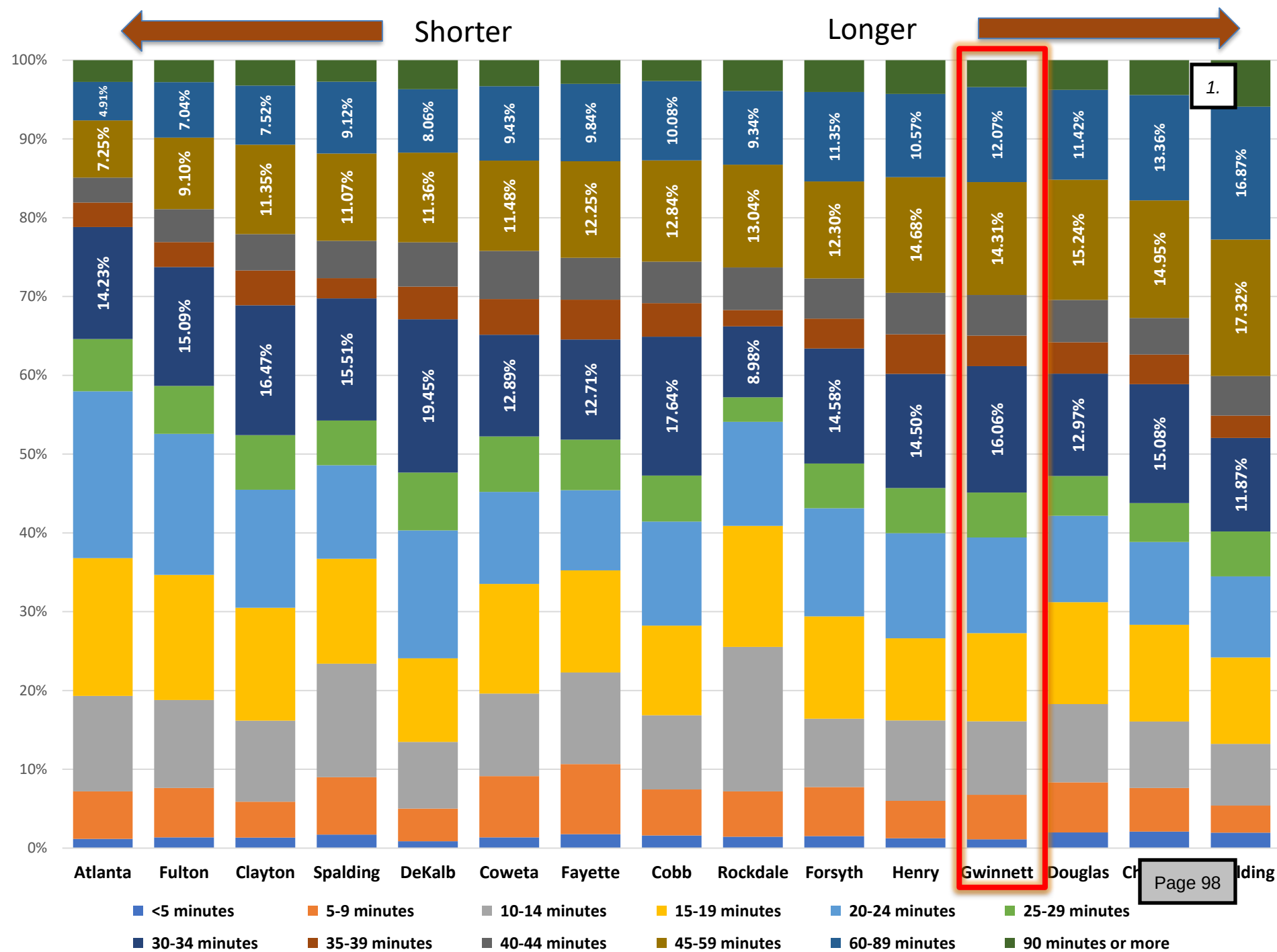
Percent of Income Spend on Housing + Transportation Costs for Moderate Income HHs

1.

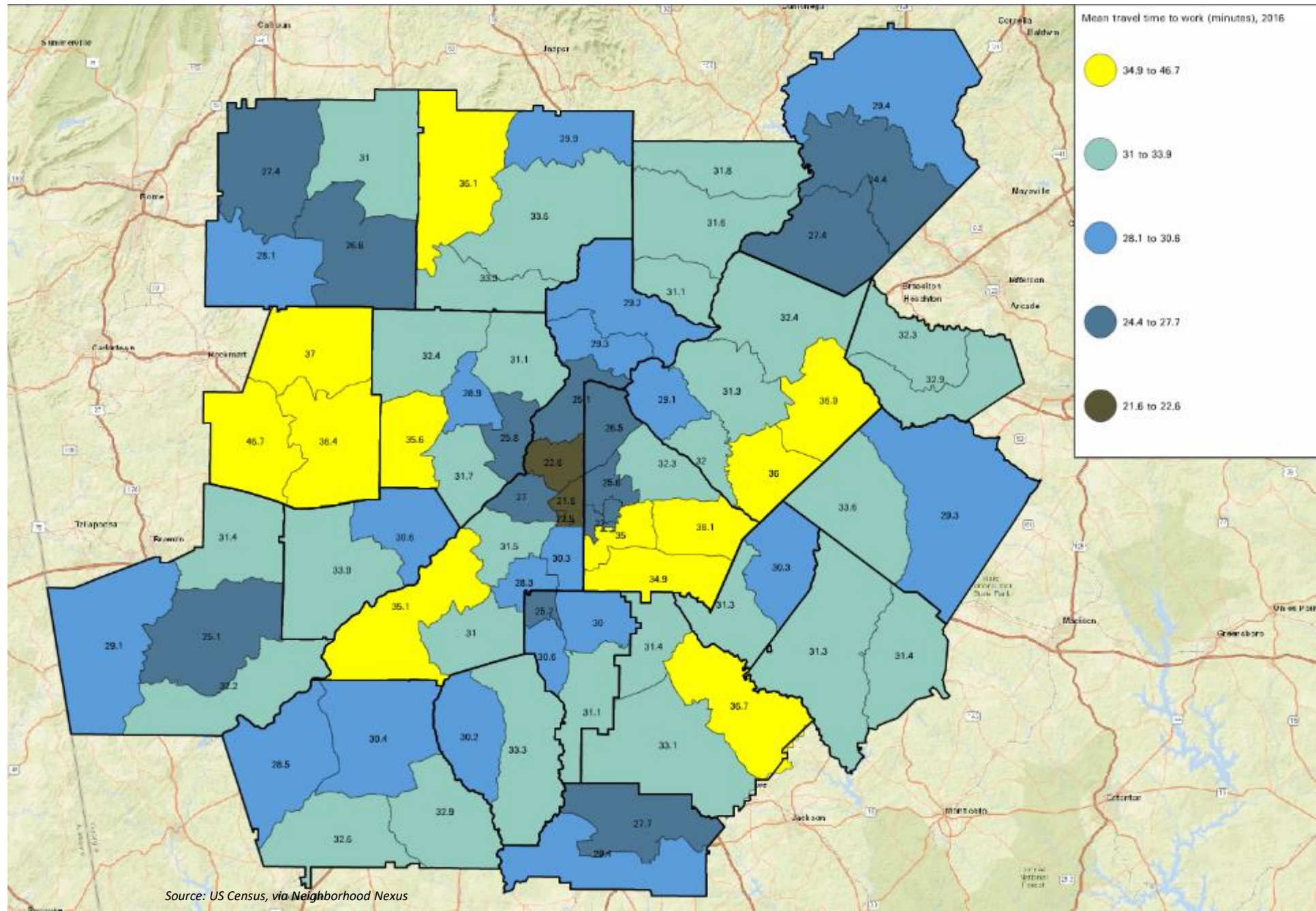


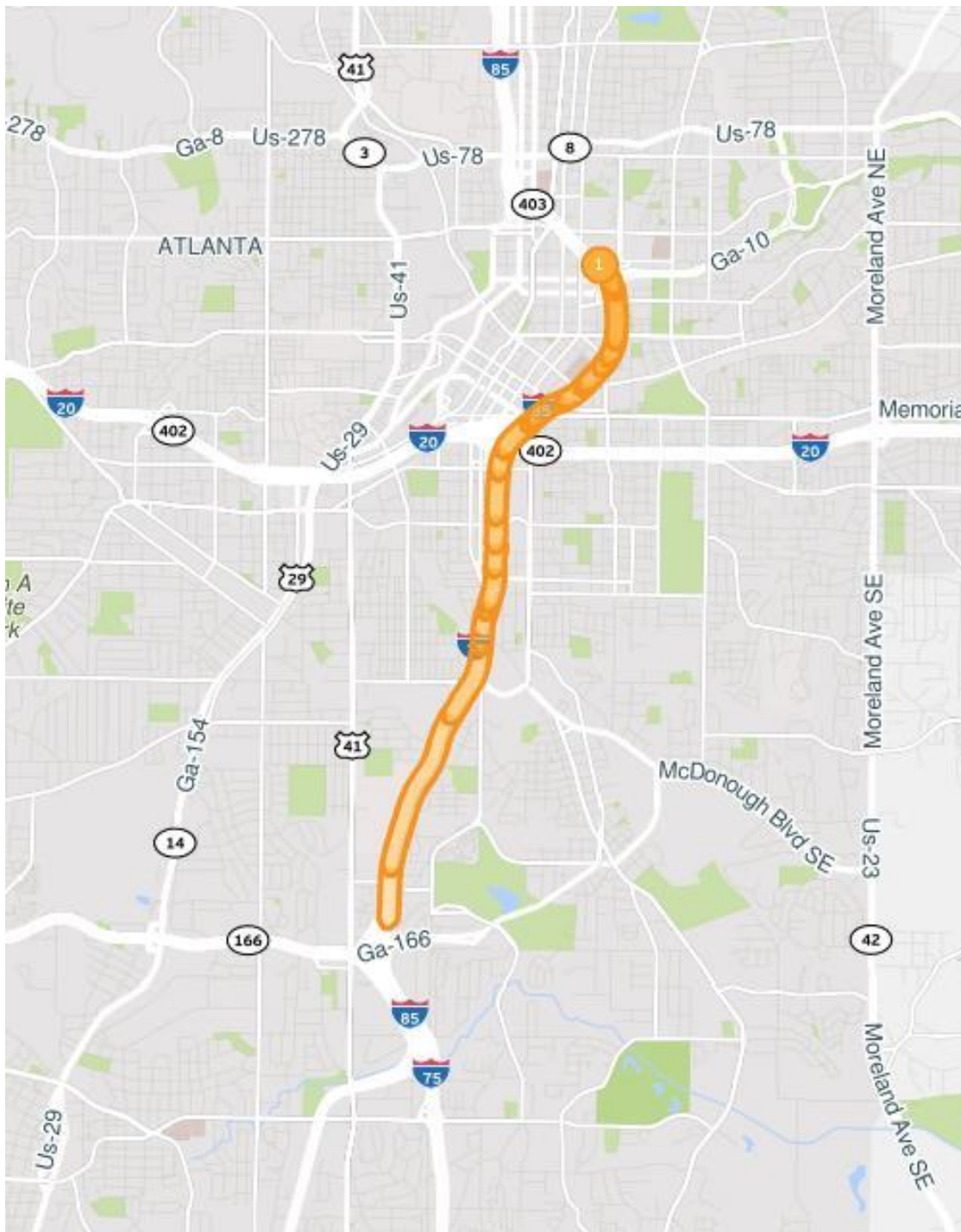
Source: Center for Neighborhood Technology (CNT) H+T Affordability Index

Commute Times



Commute Times to Work



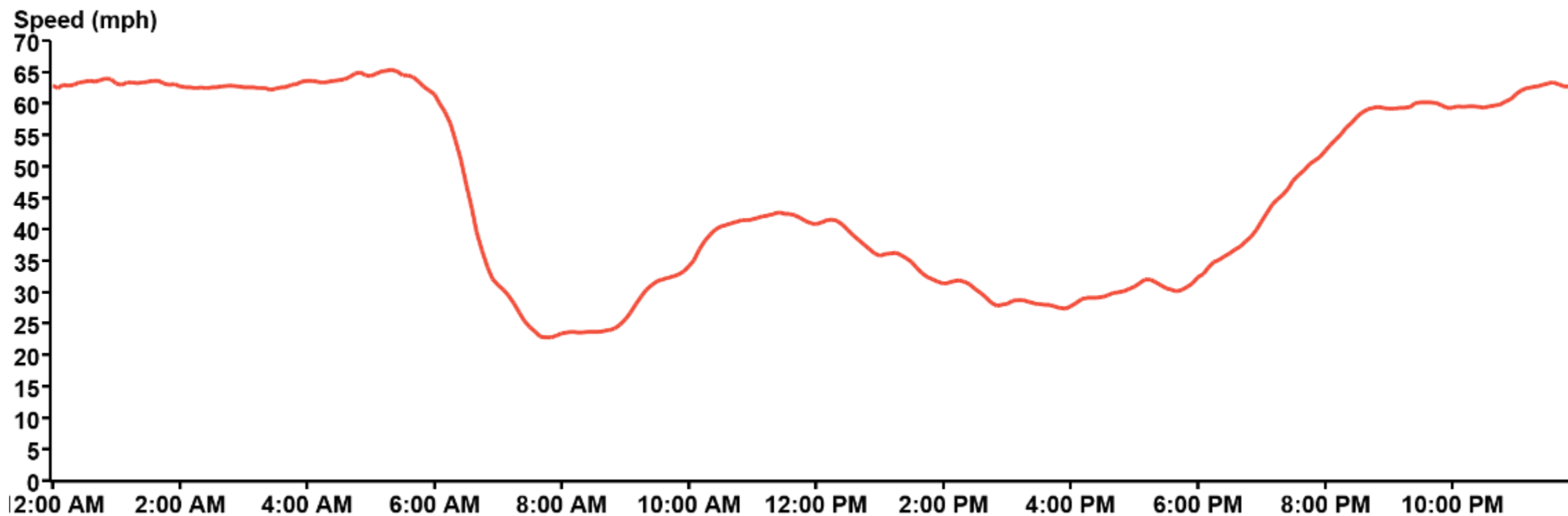


I-75/I-85 North Entering Downtown Is the Most Congested Interstate Bottleneck (2018)

1.

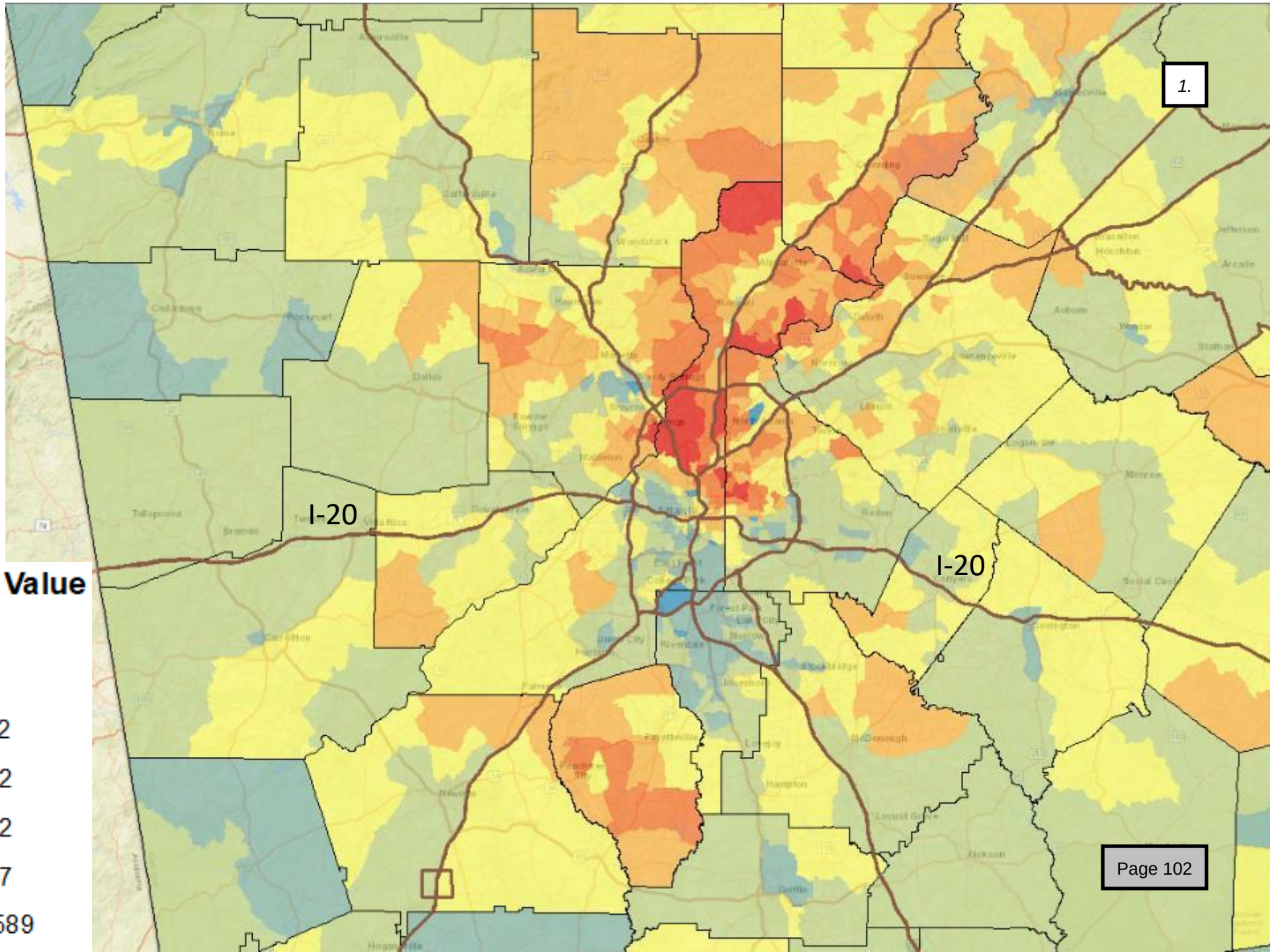
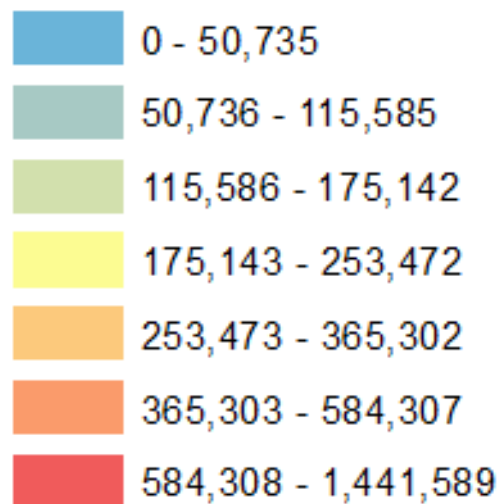
I-75 / I-85 Northbound Approaching Downtown

Travels Below 40 MPH Between 6:30 AM and 7:30 PM Each Day 1.



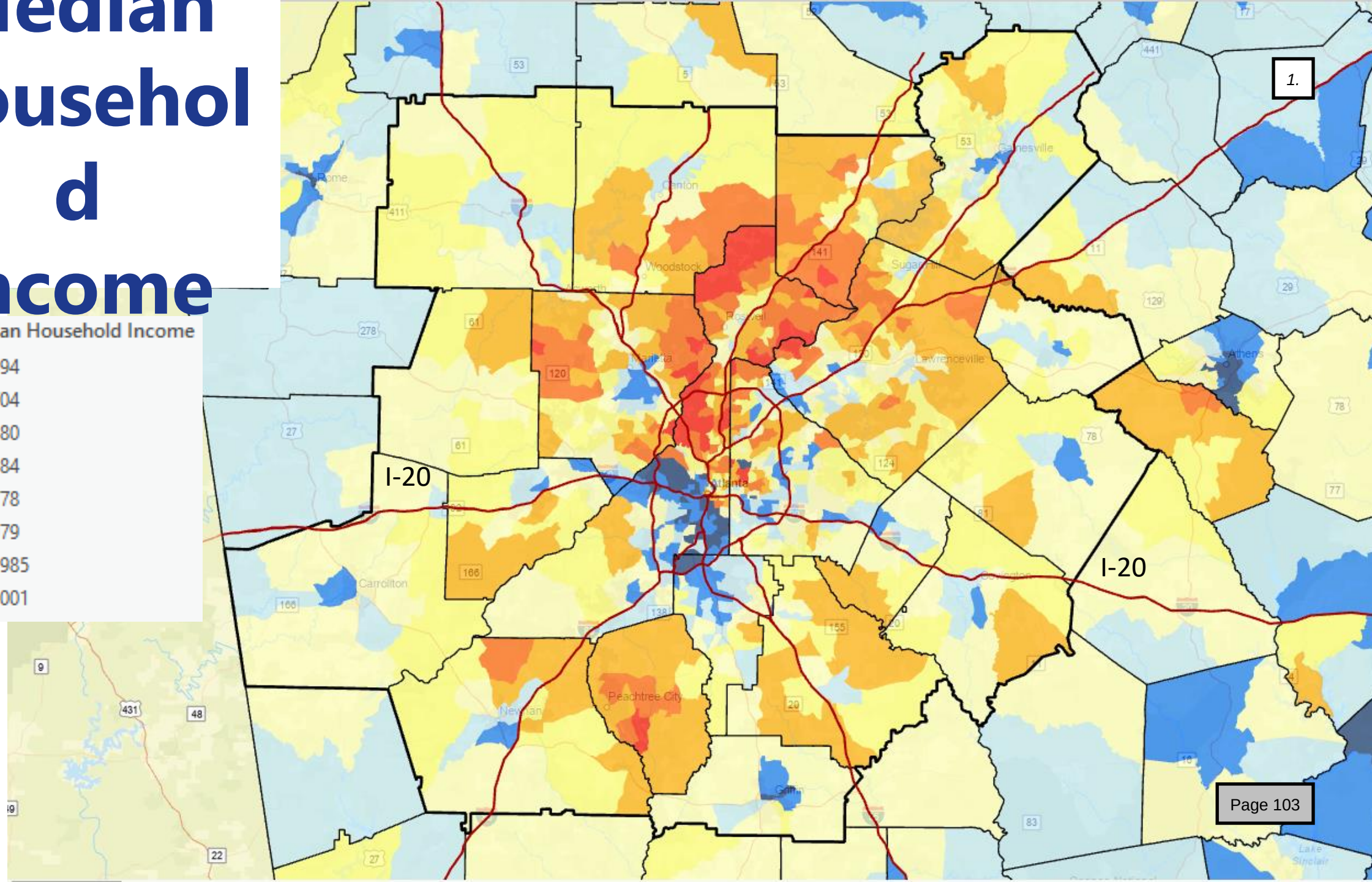
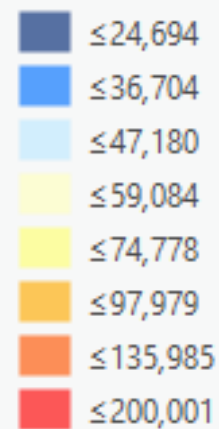
Home Value

2018 Median Home Value



Median Household Income

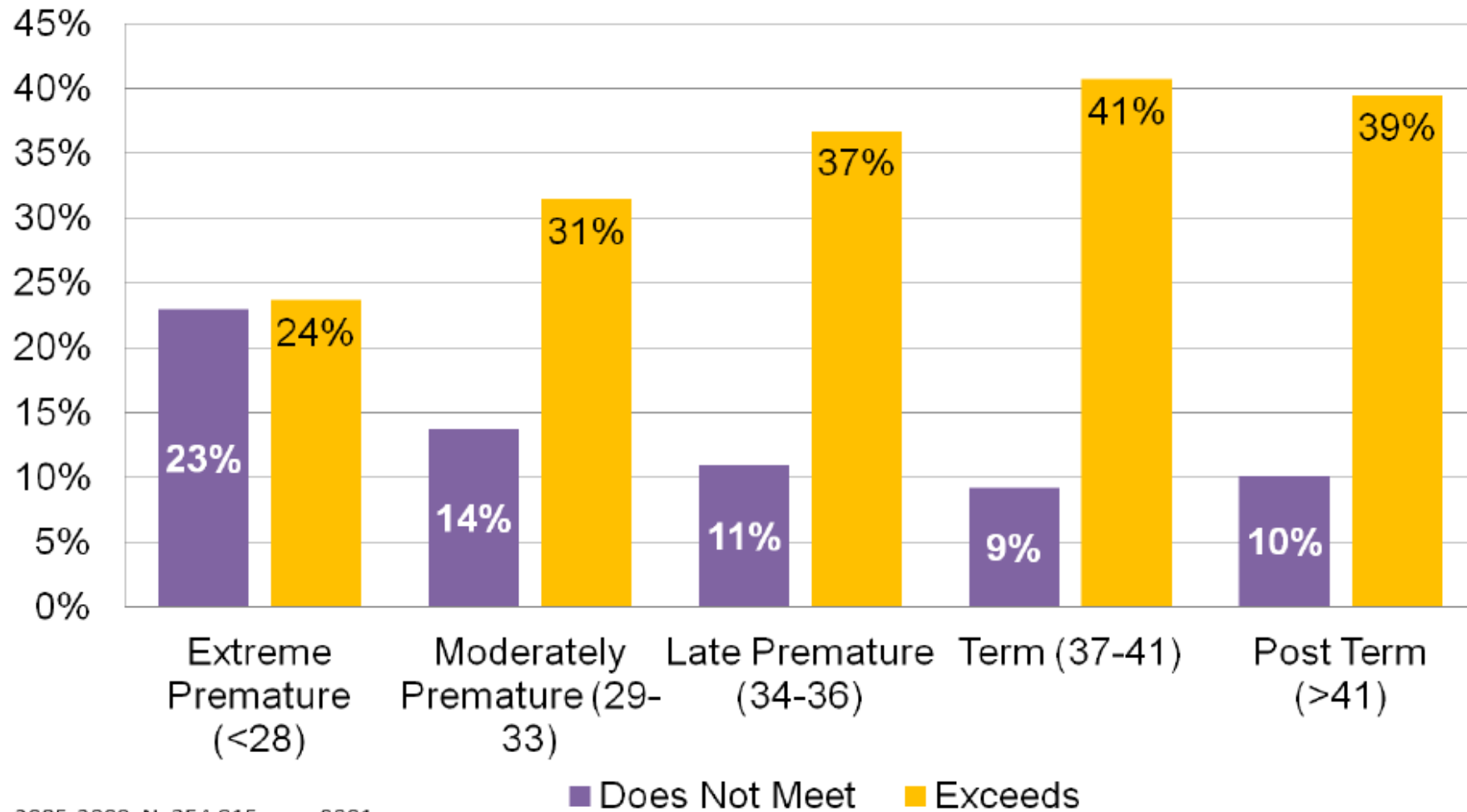
2018 Median Household Income



Health

Health Matters!

1.



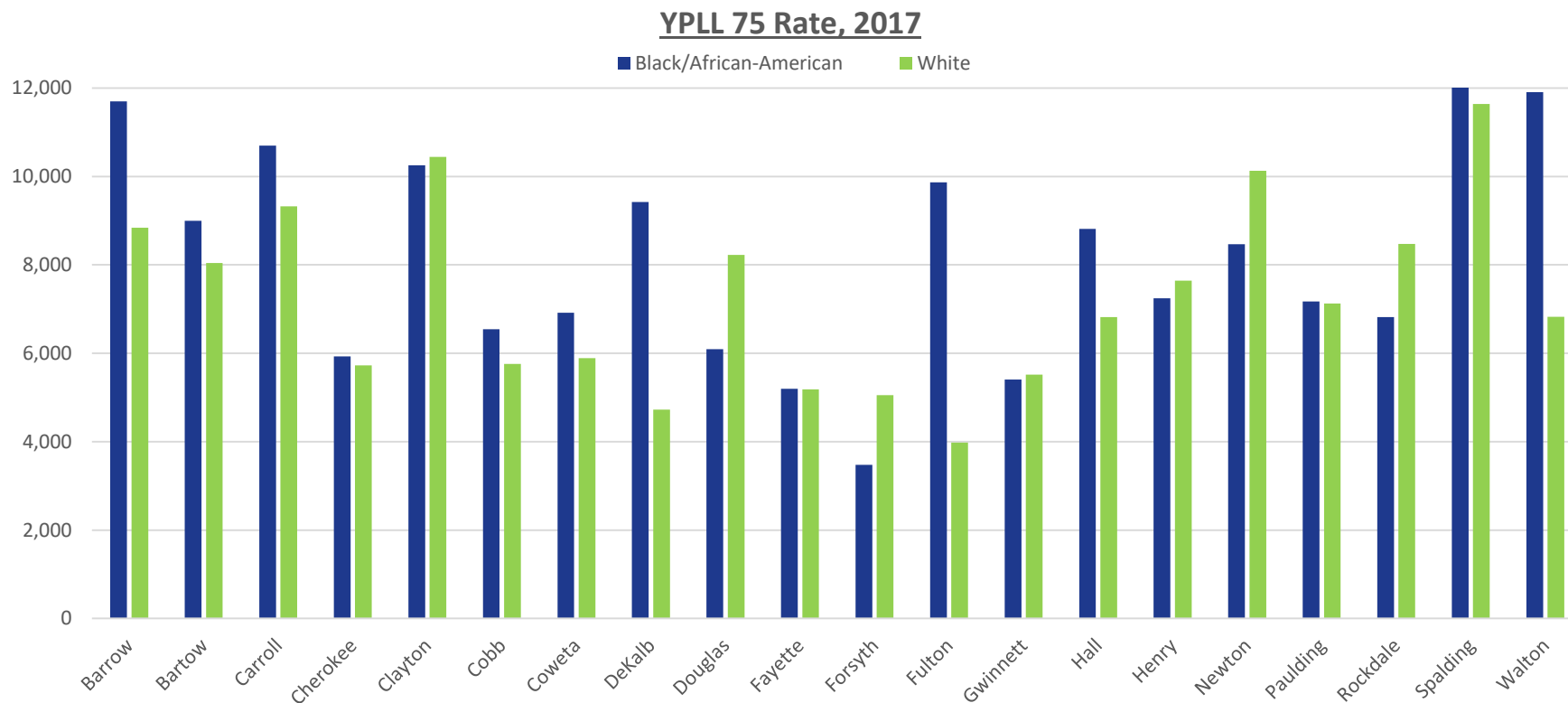
2005-2009; N=354,815; p. < .0001

Source: Accessed from Get Georgia Reading Campaign (based on original research by Dr. Bryan Williams)

YPLL 75 Rate By Race

1.

Total Years of
Potential Life Lost

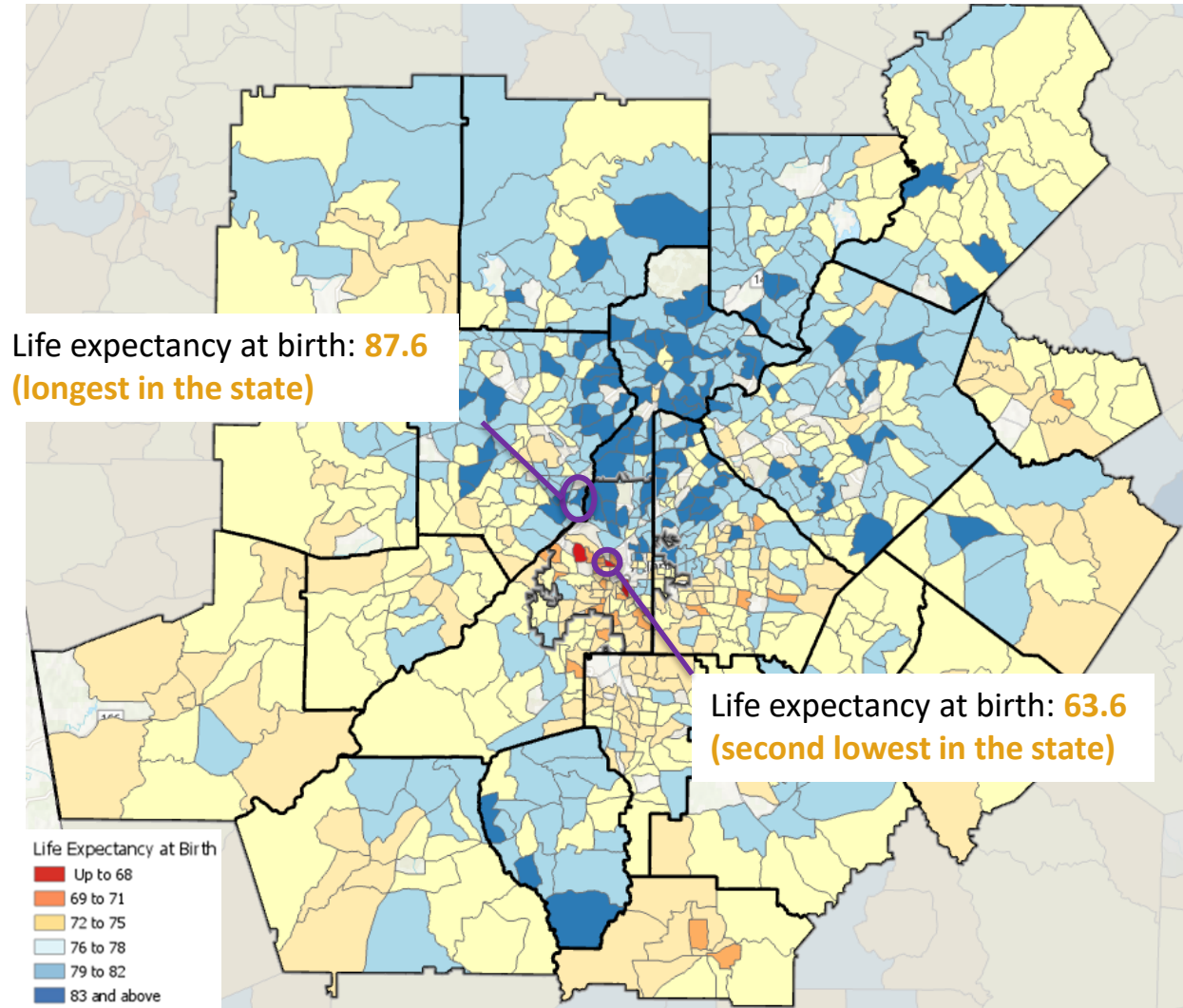


The chart illustrates the number of years of potential life lost before the age of 75 (YPLL) by county by race. In a number of counties, YPLL rates among black and white residents are relatively similar. However, **in Barrow, DeKalb, Fulton and Walton counties, YPLL rates for blacks are much higher. In Douglas and Newton counties, white YPLL rates are higher.**

Note: YPLL rates for Hispanics are lower in every jurisdiction and therefore not included in this chart.

Looking at Life Expectancy Locally

1.

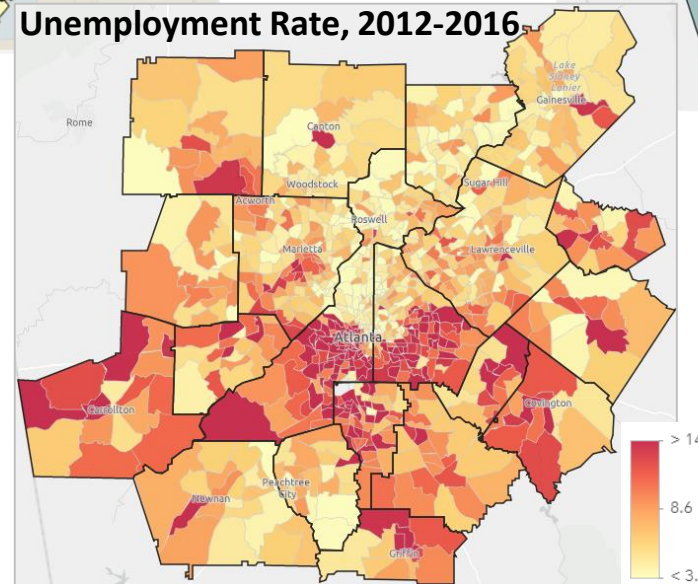
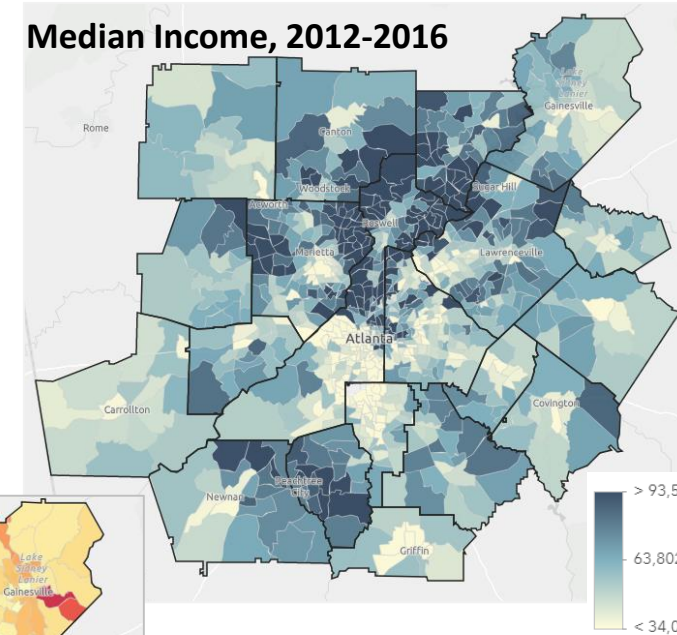
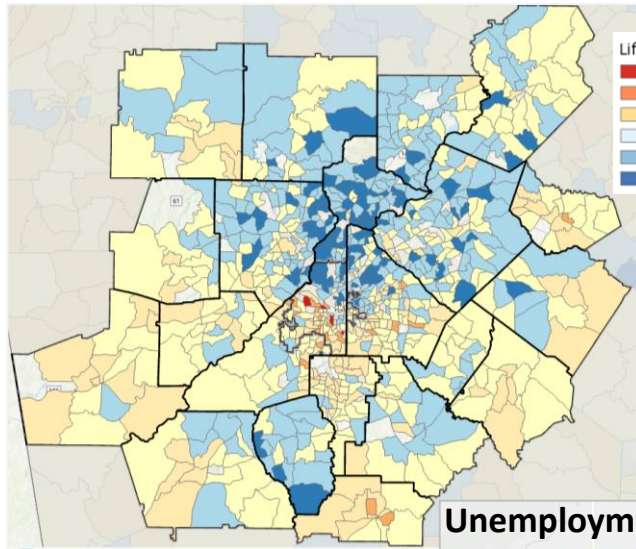


Life expectancy in the region follows a familiar pattern, **with residents in the northern part of the metro area faring better than those to the south and west.**

This view brings into focus deep disparities in the region. The highlighted tracts here represent the tract with the longest life expectancy — the highest in the state — and the shortest life expectancy, which is second-lowest statewide. **These tracts are less than 7 miles away from each other** (as the crow flies).

Spatial relationships between life expectancy and socioeconomic factors

1.



Education

Education Attainment Rank

(Top 25 Metros by Population)

Source: US Census 2011-2015 American Community Survey 5-Year Estimates

Category	NY	LA	CHI	DAL	MIA	PHIL	WASH	HOU	ATL	BOS	SF	DET	PHX	RIV	SEA	MIN	SD	TPA	STL	BAL	DEN	PIT	POR	CHAR	ORL
WHITE NH HS+	11	7	11	13	14	16	2	11	22	8	1	24	8	21	6	4	5	23	19	19	2	17	10	25	18
WHITE NH MALE HS+	15	6	9	9	14	17	2	11	22	12	1	23	8	21	7	4	5	24	18	20	3	16	13	25	19
WHITE NH FEMALE HS+	16	10	12	14	11	17	4	12	22	7	1	25	8	20	5	1	6	23	21	19	3	18	8	24	15
WHITE NH BACHELOR +	5	5	8	14	15	16	1	12	11	4	2	23	19	25	12	10	7	24	20	9	3	22	17	18	21
WHITE NH MALE BACHELOR +	6	3	8	13	11	16	1	9	11	5	2	23	18	25	14	15	7	24	21	10	4	22	17	19	20
WHITE NH FEMALE BACHELOR +	5	6	9	15	17	13	1	14	12	3	2	23	19	25	11	8	7	24	19	10	3	22	16	18	21
BLACK HS+	22	7	16	5	25	17	2	9	8	23	3	18	10	6	11	24	1	20	19	15	3	12	13	14	21
BLACK MALE HS+	20	8	14	6	25	17	4	10	12	19	5	24	9	11	3	17	1	22	22	16	2	13	7	15	21
BLACK FEMALE HS+	22	6	14	7	24	18	1	7	4	23	3	16	9	1	15	25	9	20	19	13	11	4	17	12	21
BLACK BACHELOR +	12	5	17	7	22	21	1	4	2	8	5	25	13	15	16	18	14	19	23	10	3	24	9	10	19
BLACK MALE BACHELOR +	15	5	20	8	23	21	1	10	4	7	6	25	9	17	10	10	13	18	24	16	3	22	2	14	18
BLACK FEMALE BACHELOR +	9	7	15	6	21	18	1	3	2	10	4	20	14	12	21	25	12	16	19	4	11	24	23	7	16
ASIAN HS+	24	9	2	8	12	23	1	16	14	20	17	4	9	5	13	25	6	21	9	3	18	7	18	22	15
ASIAN MALE HS+	24	11	1	6	14	23	2	15	12	21	17	3	10	5	13	25	6	17	9	4	20	6	19	22	16
ASIAN FEMALE HS+	23	8	3	11	9	24	1	15	16	20	16	5	10	4	14	25	6	21	12	2	18	7	19	22	13
ASIAN BACHELOR +	14	16	4	8	20	10	3	9	12	7	15	2	11	23	17	25	22	18	5	6	19	1	24	13	21
ASIAN MALE BACHELOR +	15	19	5	7	20	13	4	9	10	8	18	2	11	24	16	25	23	14	3	6	17	1	22	12	20
ASIAN FEMALE BACHELOR +	11	16	2	8	18	10	3	9	15	7	13	4	12	21	17	25	19	23	6	5	20	1	24	14	22
TWO OR MORE RACES HS+	24	20	14	17	23	12	4	21	10	25	5	19	13	22	2	8	11	15	9	6	7	1	3	15	18
TWO OR MORE RACES MALE HS+	24	17	14	15	23	13	3	21	10	25	2	19	12	22	1	11	7	16	8	9	6	4	5	20	18
TWO OR MORE RACES FEMALE HS+	24	20	14	17	22	11	6	21	11	25	7	18	15	23	2	4	16	13	10	3	8	1	5	9	18
TWO OR MORE RACES BACHELOR +	14	9	5	13	20	15	1	16	3	19	2	24	21	25	12	10	11	22	18	4	6	17	8	7	23
TWO OR MORE RACES MALE BACHELOR +	16	10	6	7	22	17	1	12	5	20	2	24	23	25	13	14	11	18	19	3	4	15	9	8	21
TWO OR MORE RACES FEMALE BACHELOR +	13	9	4	17	20	14	1	21	3	15	2	24	18	25	11	10	12	22	15	5	7	19	8	6	23
HIS OR LAT ORIGIN HS+	11	24	19	25	3	12	14	23	21	8	10	9	17	20	7	15	16	4	5	6	13	1	17	22	2
HIS OR LAT ORIGIN MALE HS+	10	22	19	25	3	14	15	23	21	9	10	8	18	20	7	16	12	4	5	6	13	1	17	24	2
HIS OR LAT ORIGIN FEMALE HS+	13	24	21	25	4	10	14	23	20	8	11	9	16	22	7	15	17	3	5	6	12	1	18	19	2
HIS OR LAT ORIGIN BACHELOR +	13	23	20	22	4	16	5	21	13	6	10	12	24	25	7	11	16	9	3	2	19	1	15	18	7
HIS OR LAT ORIGIN MALE BACHELOR +	15	23	21	22	2	17	5	20	13	6	9	10	24	25	8	12	15	7	3	3	18	1	14	18	10
HIS OR LAT ORIGIN FEMALE BACHELOR +	12	23	19	22	5	15	4	21	14	8	9	13	24	25	7	10	18	11	3	2	20	1	16	17	6

Education Attainment Rank

(Top 10 Metros by Population)

Source: US Census 2011-2015 American Community Survey 5-Year Estimates

Category

WHITE NH BACHELOR +

BLACK BACHELOR +

ASIAN BACHELOR +

TWO OR MORE RACES BACHELOR +

HIS OR LAT ORIGIN BACHELOR +

	NY	LA	CHI	DAL	MIA	PHIL	WASH	HOU	ATL	BOS
WHITE NH BACHELOR +	3	3	5	8	9	10	1	7	6	2
BLACK BACHELOR +	7	4	8	5	10	9	1	3	2	6
ASIAN BACHELOR +	8	9	2	4	10	6	1	5	7	3
TWO OR MORE RACES BACHELOR +	6	4	3	5	10	7	1	8	2	9
HIS OR LAT ORIGIN BACHELOR +	4	10	7	9	1	6	2	8	4	3

Metro Education Summary

1.

Overall, *only 39 percent* of 3rd graders in the 10-county ARC Region *are proficient in reading* by the end of 3rd grade.

A study commissioned by the Annie E. Casey Foundation shows that *children not reading proficiently by the end of third grade are four times more likely to not graduate high school.*

Similar to reading outcomes, *only 43 percent of 8th graders are proficient in math* by the end of 8th grade.

Minority and economically disadvantaged students are *less likely* to take advanced mathematics courses. And, regardless of the type of assessment taken, *achievement gaps persist among subgroups.*

There is a *strong correlation between literacy and 8th grade math proficiency.*

There is also a *strong correlation between socioeconomic status and student achievement*, which is also visible in the spatial distribution of levels of student achievement throughout the region.

Elementary Schools

1.

● Top 50 Schools 3rd Grade ELA Score

● Hospital

● University

2015 Median Household Income

13,482 - 28,902

28,903 - 40,648

40,649 - 51,333

51,334 - 61,058

61,059 - 73,945

73,946 - 97,836

97,837 - 169,032

Birmingham Falls Elementary
(Milton NW Fulton)
MHI: \$169,032
(2% Econ Disadvantaged)

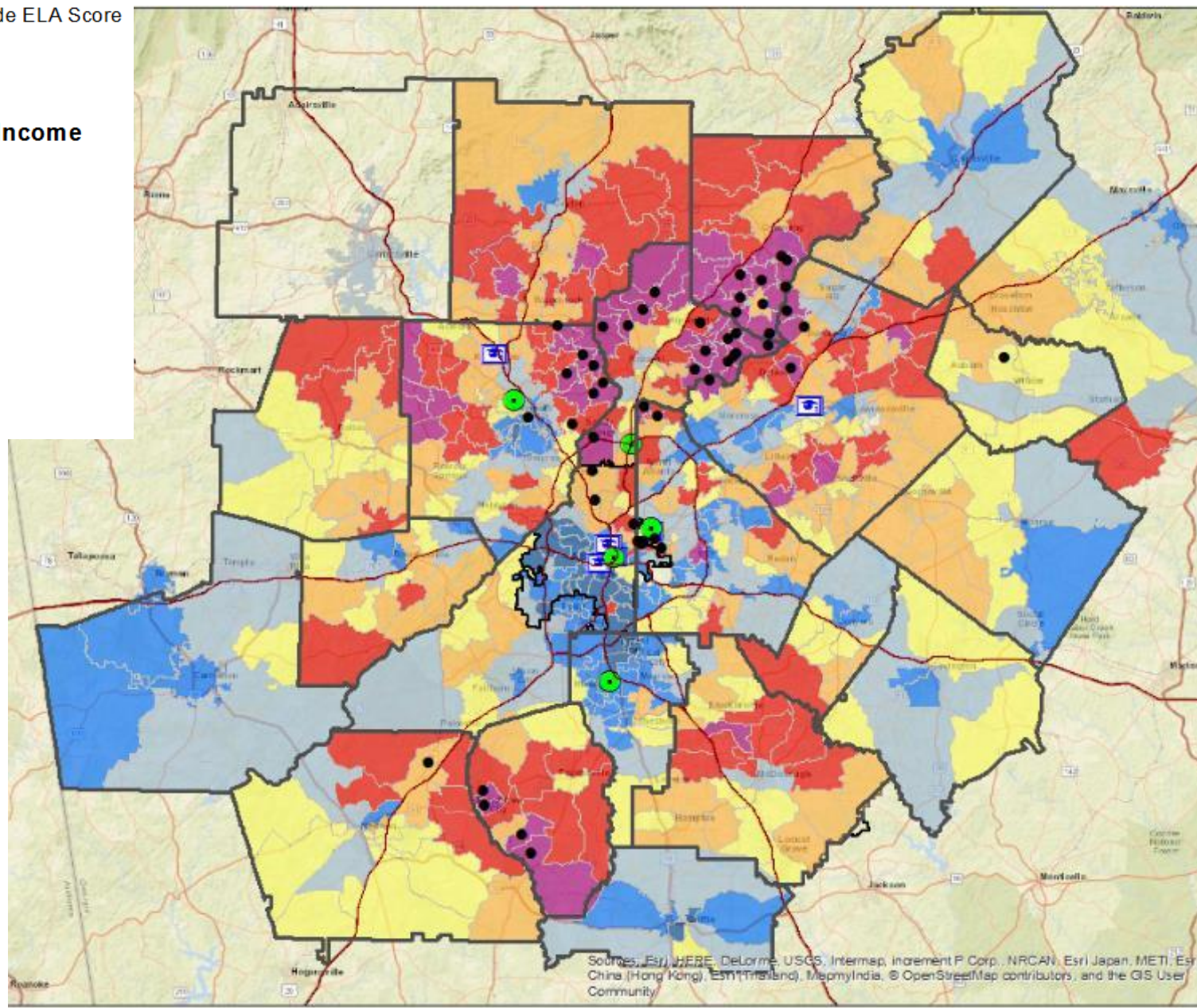
Thomasville Heights
Elementary (Atlanta SE)
MHI: \$13,493
(100% Econ
Disadvantaged)



ATLANTA REGIONAL COMMISSION



Source: ARC Analysis, GA
DOE, ESRI, Maponics



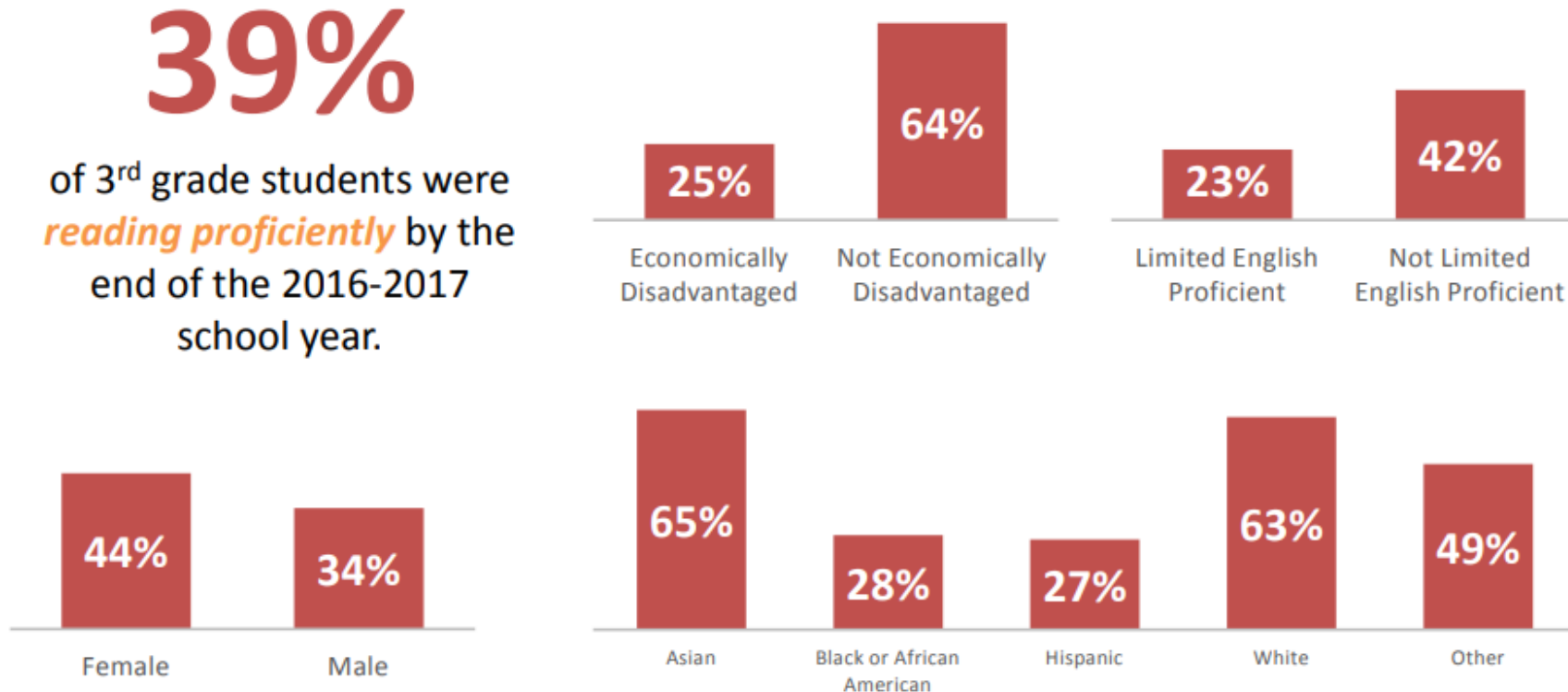
A Look at Regional 3rd Grade Reading Proficiency

1.

% Proficient & Above on 3rd Grade Reading (GA Milestones),
10-County Region, Disaggregated by Subgroup

39%

of 3rd grade students were
reading proficiently by the
end of the 2016-2017
school year.



Over **34,000 students** were not *reading proficiently* by the end of 3rd grade in 2017.

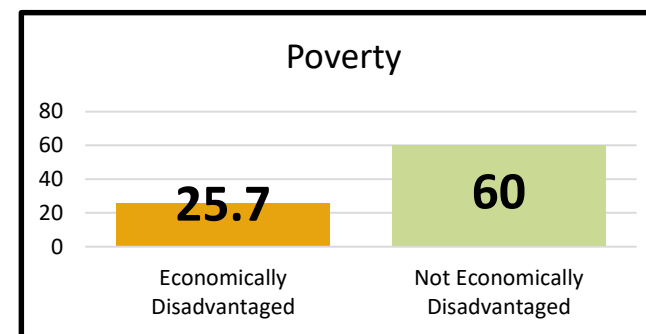
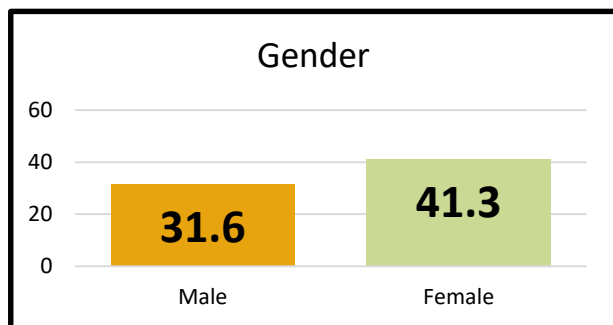
Note: Reading proficiency includes those students scoring proficient or distinguished on the 3rd Grade English Language Arts Milestones assessment.

Source: GOSA, 2016-2017 Georgia Milestones EOG report

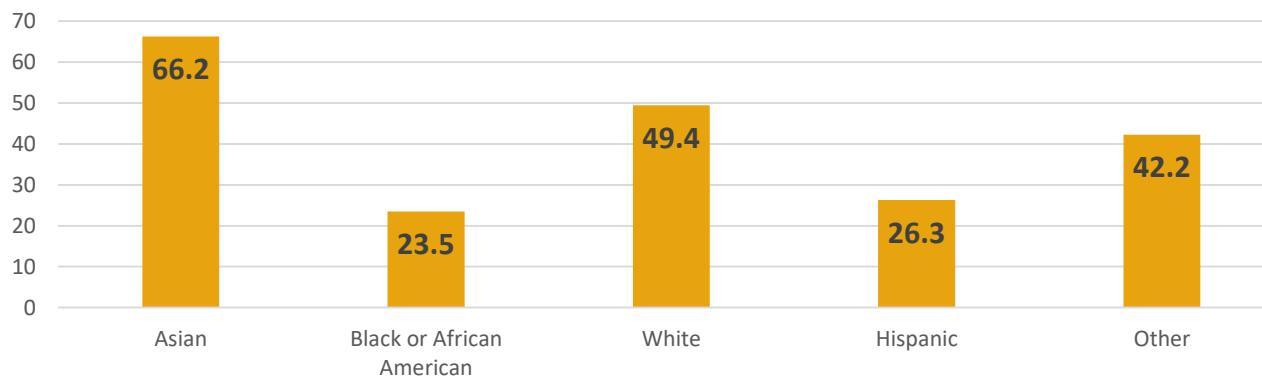
Reading Proficiently in Third Grade: Disaggregated

1.

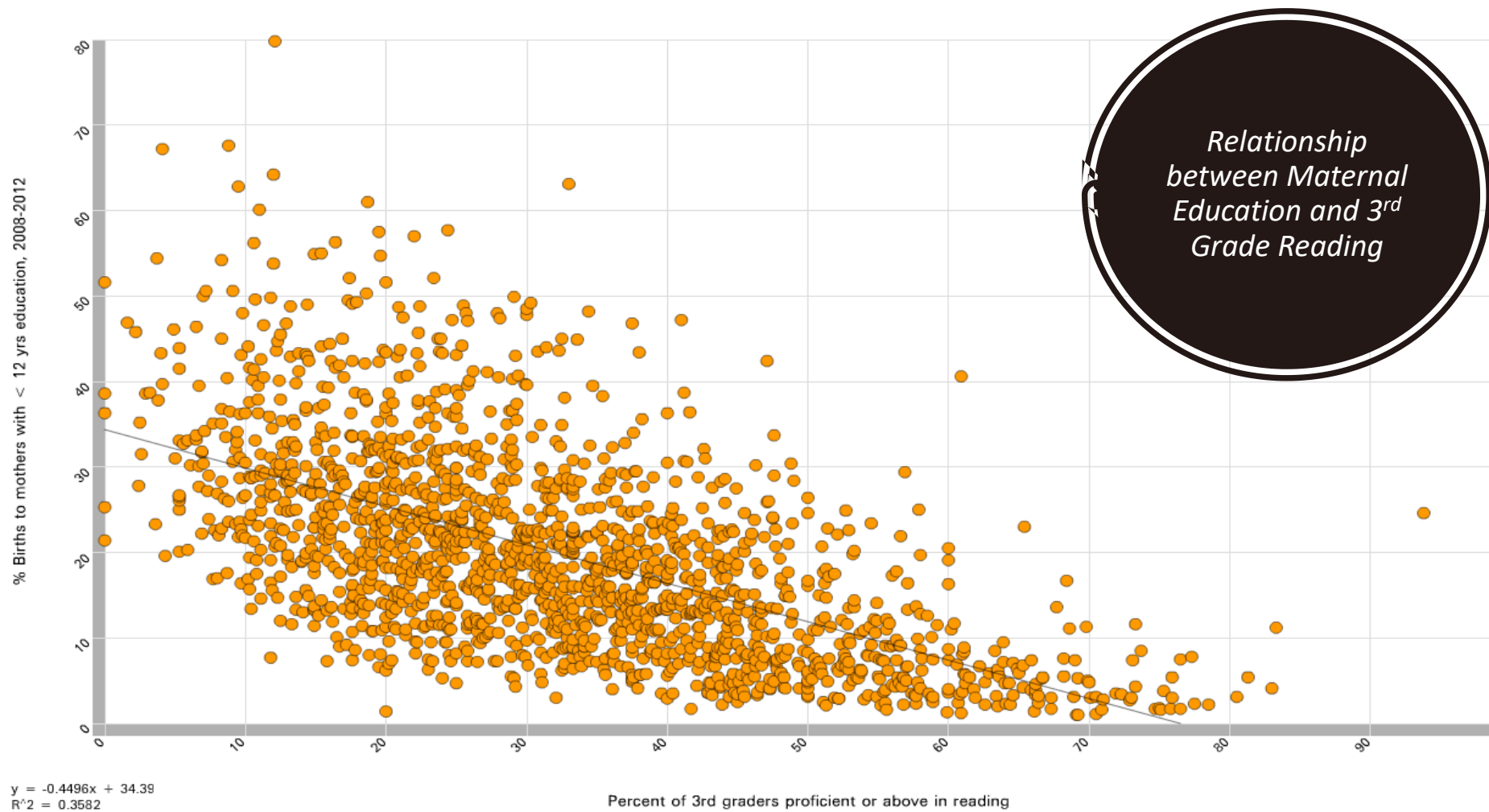
% Proficient & above on 3^d Grade Reading (GA Milestones)



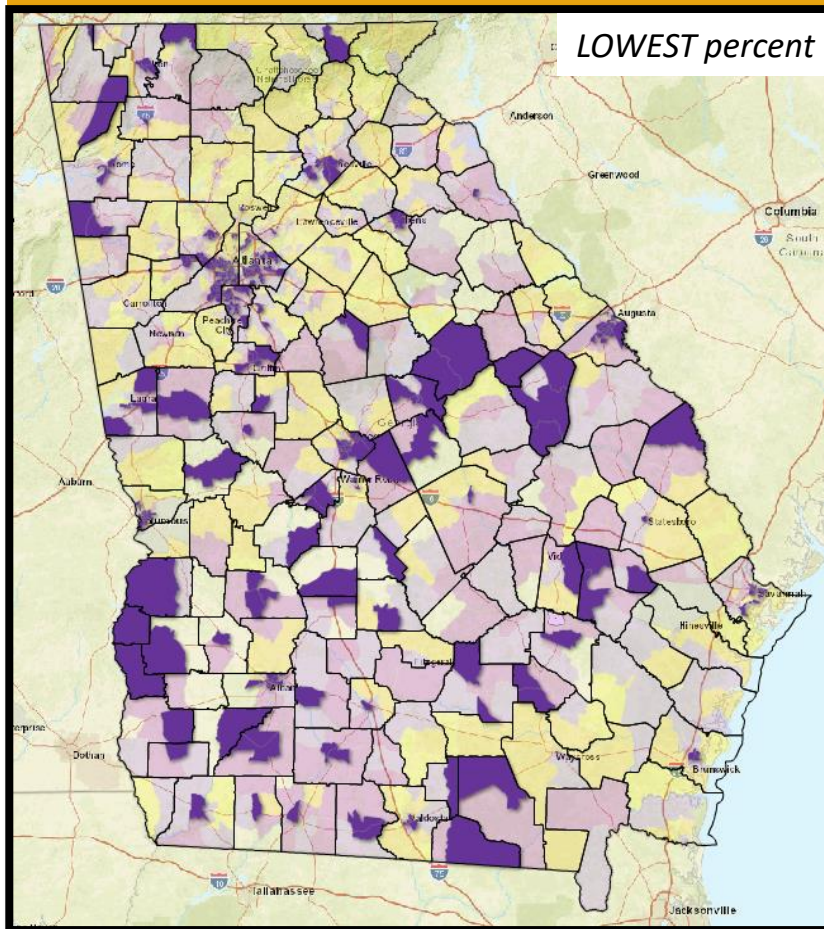
% Proficient and Above, 3rd Grade reading



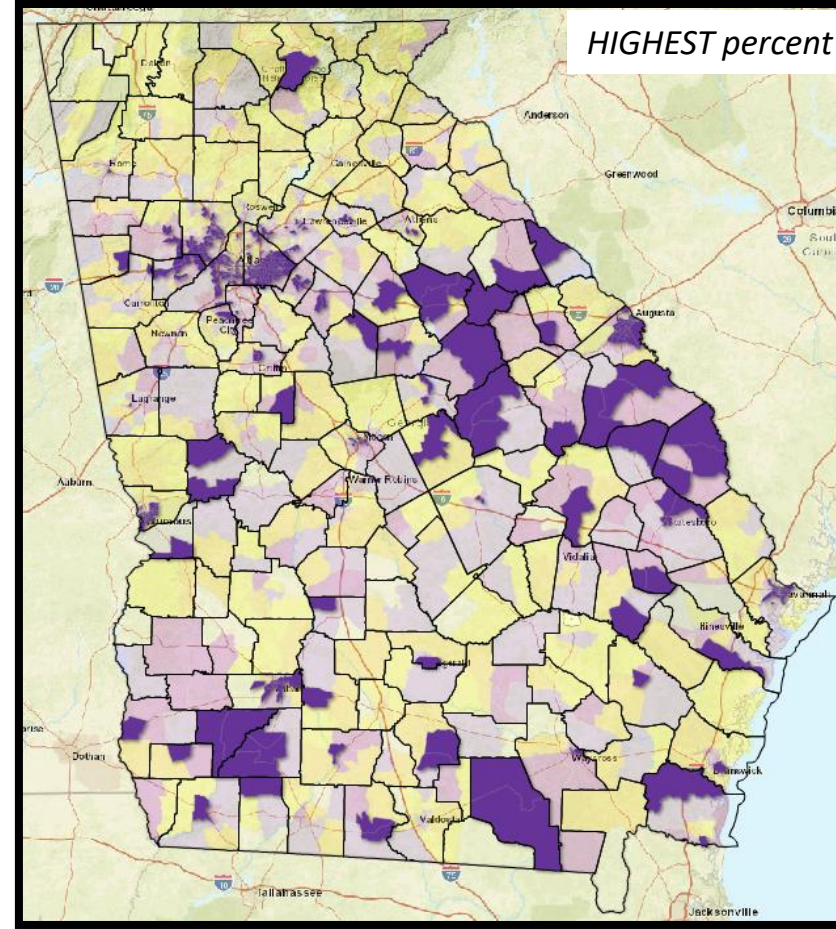
Source: GOSA



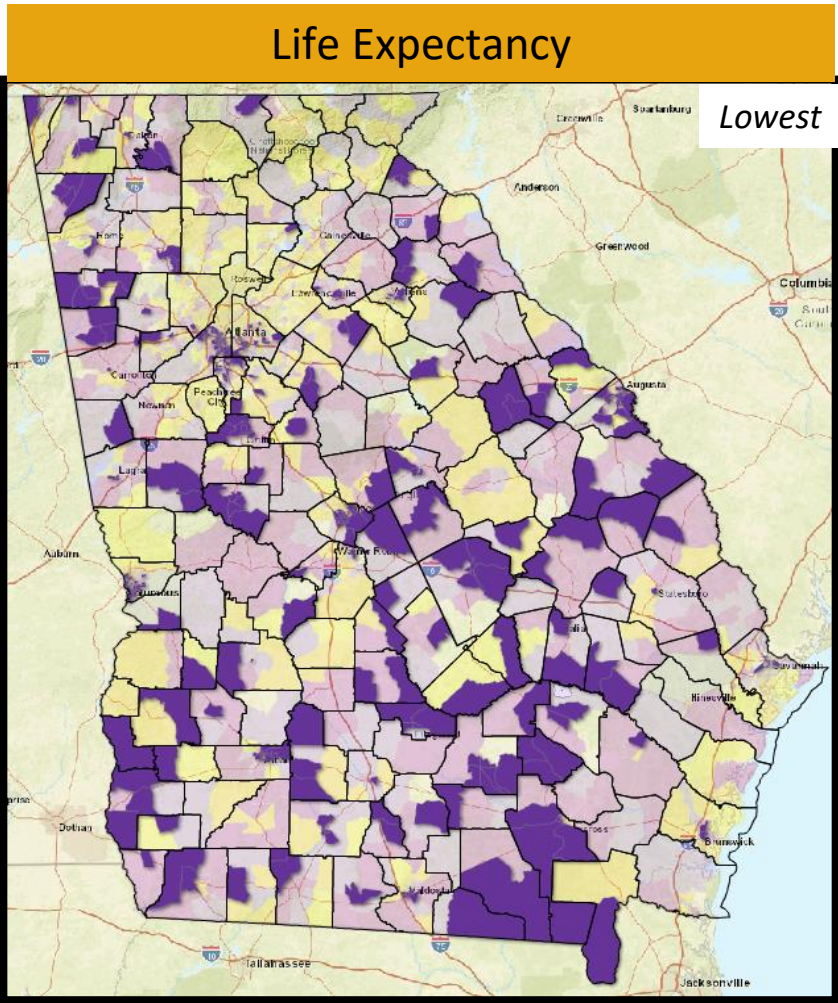
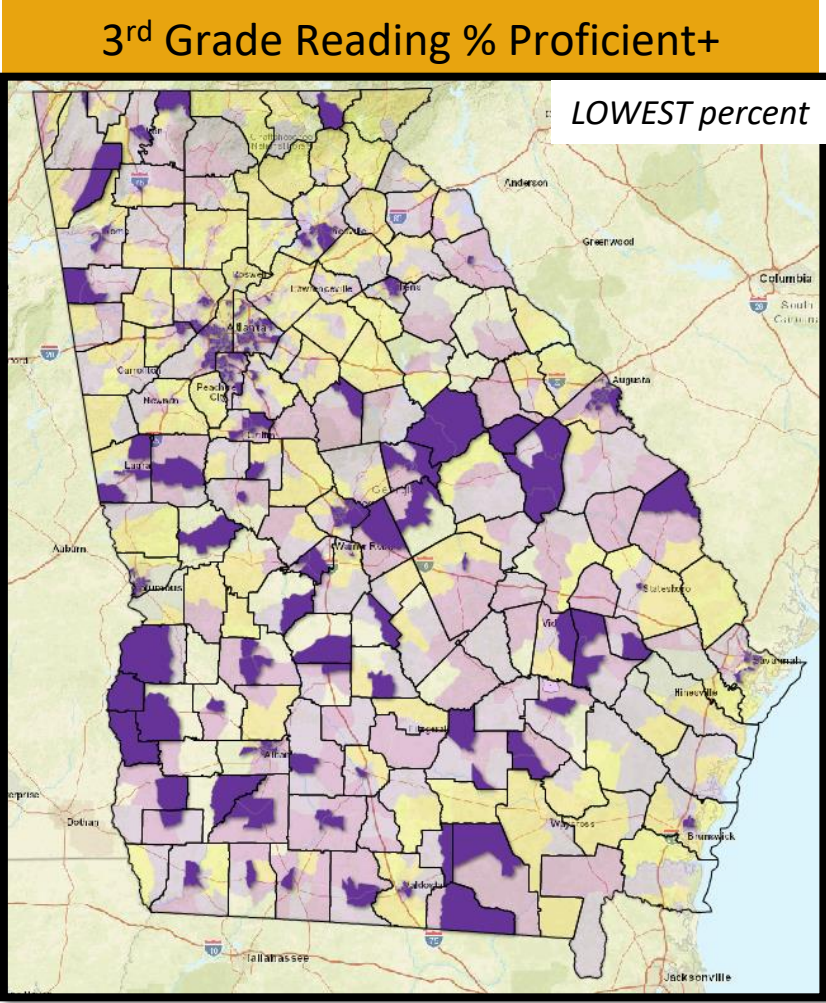
Source: GA DOE and GA DPH

3rd Grade Reading % Proficient+

Childhood Asthma



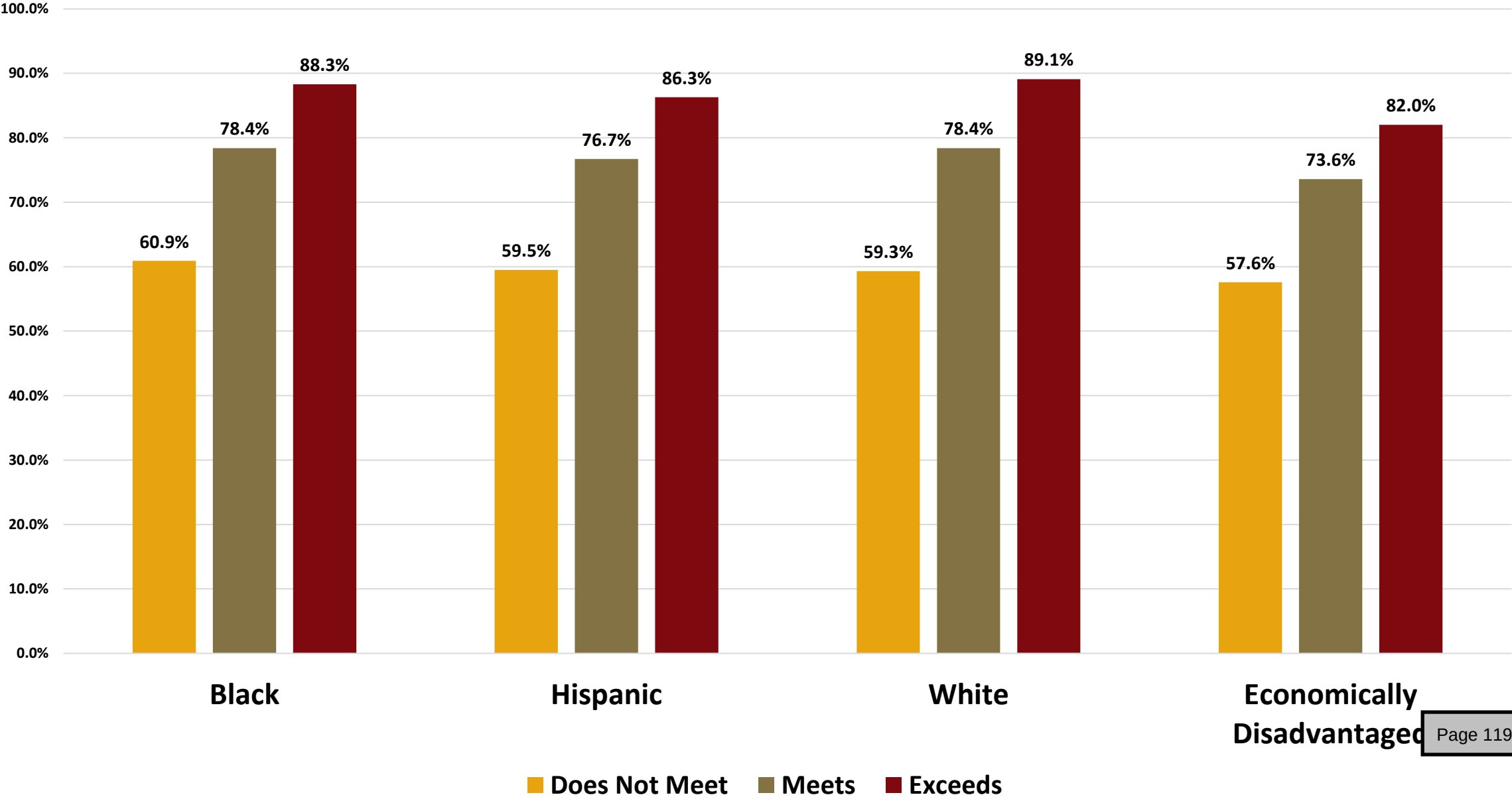
Source: Georgia Office of Student Achievement, via Neighborhood Nexus



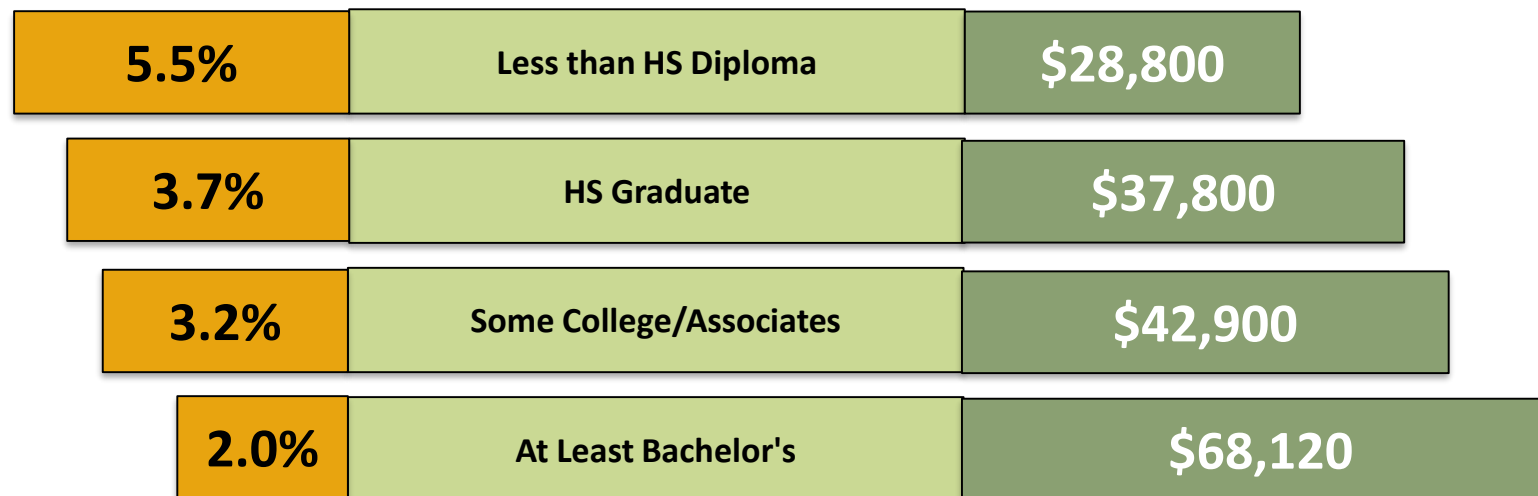
Source: Georgia Office of Student Achievement, via Neighborhood Nexus

Longitudinal Study: 3rd Grade Reading and Graduation Rates

Graduation Rates, 2016



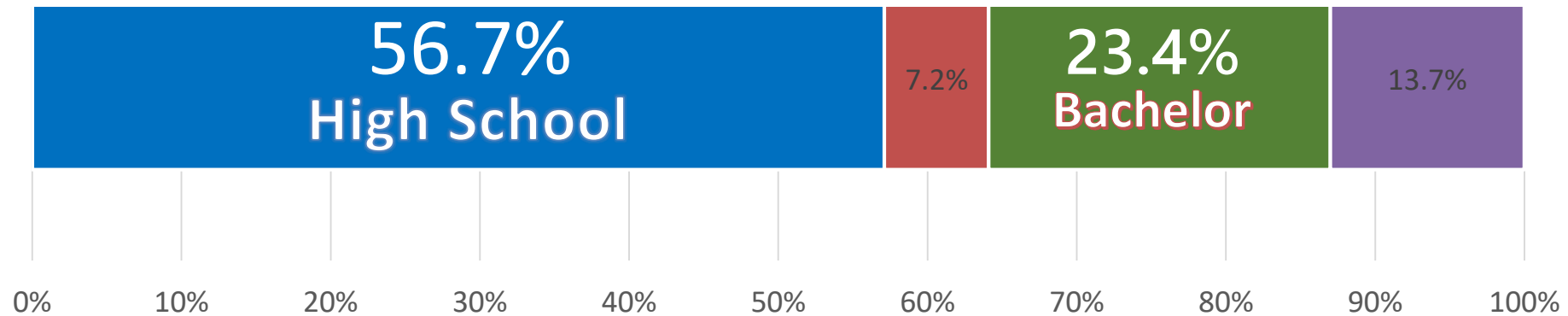
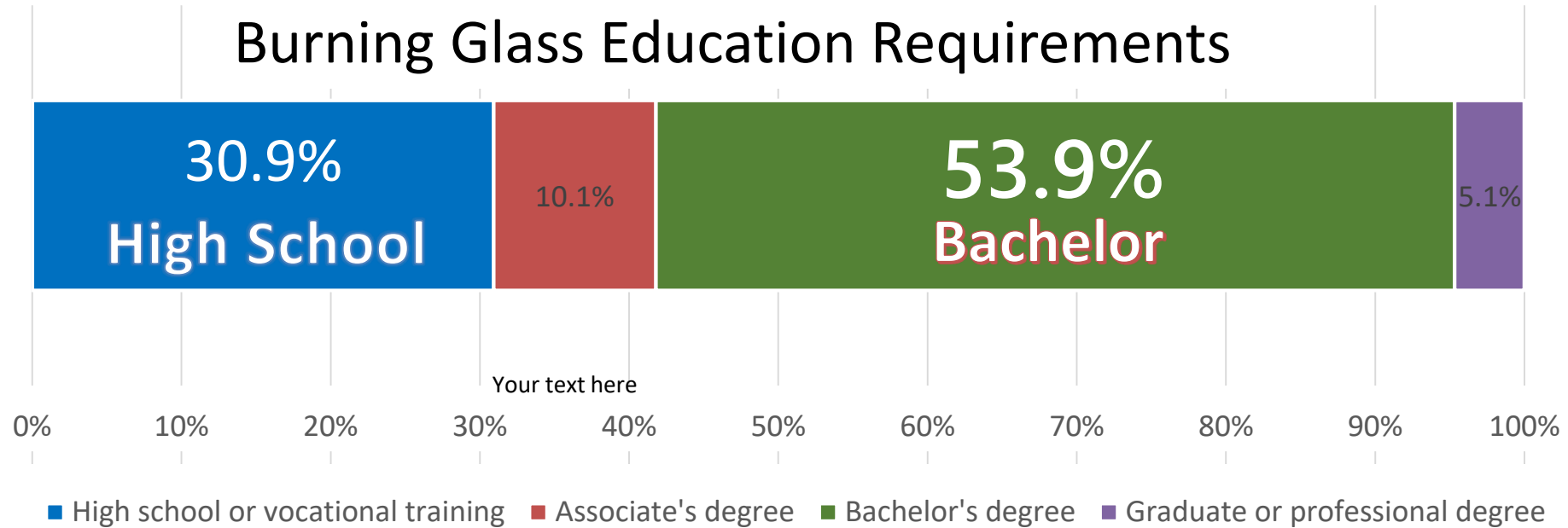
Learning for Earning!



Source: GA DOE

Educational Mismatch

1.



Population Educational Attainment Age 25+

Common Agenda: A regional approach where all partners share a common vision for change

Shared Measurement: All partners agree on how success is measured, and we share these data and analyze

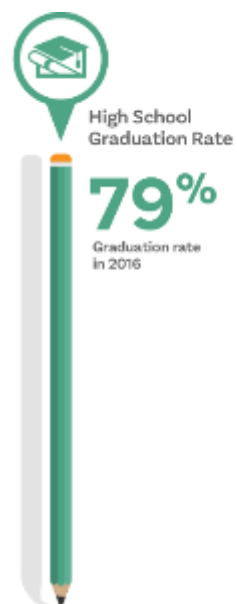
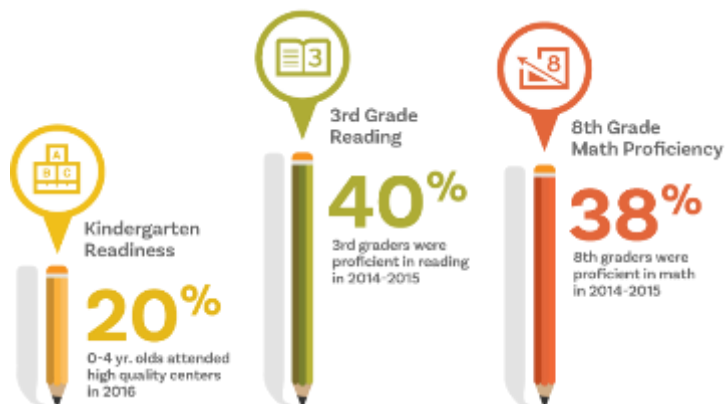
Reinforcing Activity: All partners coordinate individual and joint actions to support our common agenda

Continuous Communication: All partners communicate openly and honestly to build trust, motivation and shared accountability
Support: All our partners commit both financially and personally to this joint approach



Atlanta Public Schools
Clayton County Public Schools
Cobb County School District
City Schools of Decatur
DeKalb County School District
Fulton County School System
Gwinnett County Public Schools
Marietta City Schools

To ensure that every child in our region becomes a thriving citizen who achieves success in school, career and life



CHANGE

Vision To Learn
Focus on the Future

Economic S

Georgia Economic History *(Traded Clusters)*

Strong Cluster

1.

1998			2016				
Cluster Name	National Rank (LQ)	Emp	Cluster Name	National Rank (LQ)	Emp	2016 Rank in Emp	1998 Rank in Emp
Business Services	11	240,879	Business Services	7	410,927	1	1
Distribution and Electronic Commerce	9	157,203	Distribution and Electronic Commerce	9	212,343	2	2
Textile Manufacturing	2	100,072	Transportation and Logistics	6	78,951	3	5
Hospitality and Tourism	11	64,178	Hospitality and Tourism	15	68,350	4	4
Transportation and Logistics	6	63,951	Education and Knowledge Creation	18	58,803	5	8
Financial Services	10	49,923	Insurance Services	10	55,254	6	7
Insurance Services	14	43,055	Financial Services	10	52,576	7	6
Education and Knowledge Creation	14	42,189	Textile Manufacturing	1	40,036	8	3
Livestock Processing	3	34,388	Livestock Processing	2	37,085	9	9
Production Technology and Heavy Machinery	15	31,769	Marketing, Design, and Publishing	10	34,430	10	16
Paper and Packaging	5	29,056	Communications Equipment and Services	5	26,989	11	21
Apparel	7	29,040	Automotive	14	26,804	12	13
Automotive	14	27,816	Information Technology and Analytical Instruments	14	25,986	13	20
Construction Products and Services	8	27,147	Food Processing and Manufacturing	14	25,854	14	15
Food Processing and Manufacturing	13	27,120	Construction Products and Services	9	25,689	15	14
Marketing, Design, and Publishing	13	25,022	Production Technology and Heavy Machinery	15	25,014	16	10
Plastics	13	23,912	Plastics	10	23,466	17	17
Printing Services	15	23,557	Aerospace Vehicles and Defense	7	20,753	18	+25
Furniture	12	22,281	Paper and Packaging	7	15,751	19	11
Information Technology and Analytical Instruments	23	21,813	Wood Products	7	14,450	20	23
Communications Equipment and Services	7	21,252	Printing Services	15	13,407	21	18
Aerospace Vehicles and Defense	9	20,933	Downstream Metal Products	14	11,434	22	25
Wood Products	9	20,143	Vulcanized and Fired Materials	9	11,011	23	+25
Lighting and Electrical Equipment	10	18,506	Lighting and Electrical Equipment	10	9,583		24
Downstream Metal Products	15	13,626	Downstream Chemical Products	10	9,506	25	25

Page 124

Metro Atlanta

1.

Atlanta-Sandy Springs-Roswell, GA

Find data for your metro area

Atlanta-Sandy Springs-Roswell, GA

One-year change

Ten-year change

Download

Growth, 2007-17

Overall 33

Tap an indicator to chart its trend

Percentage change in jobs
+9.2%

31

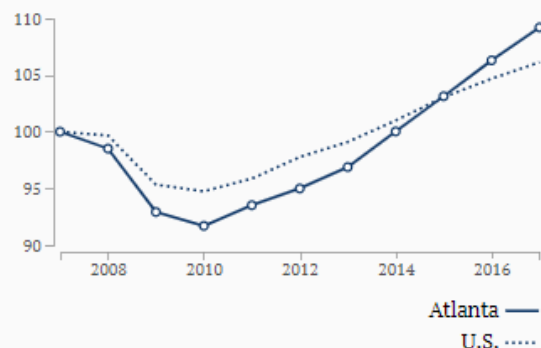
Percentage change in GMP
+15.8%

32

Percentage change in jobs at
young firms
-15.9%

53

Jobs (2007=100)



Prosperity, 2007-17

Overall 58

Tap an indicator to chart its trend

Percentage change in
productivity
+6.1%

46

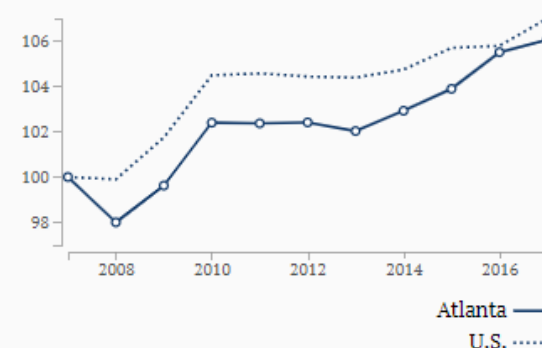
Percentage change in
standard of living
-0.3%

66

Percentage change in average
annual wage
+5.1%

47

Productivity (2007=100)



Inclusion, 2007-17

Overall 64

Tap an indicator to chart its trend

Percentage change in median
earnings
-3.9%

75

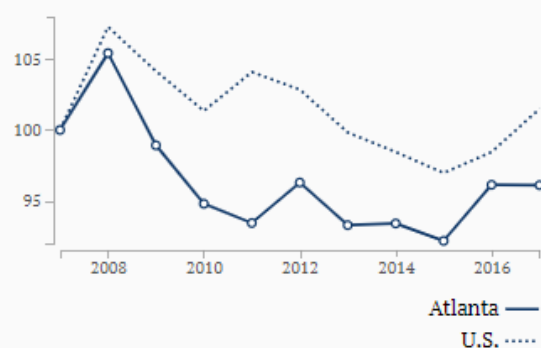
Percentage change in relative
poverty
-2.2%

56

Percentage change in
employment rate
+0.8%

53

Median earnings (2007=100)



Inclusion by race, 2007-17

Overall 57

Tap an indicator to chart its trend

Change in white/people of
color median earnings gap
+\$747

57

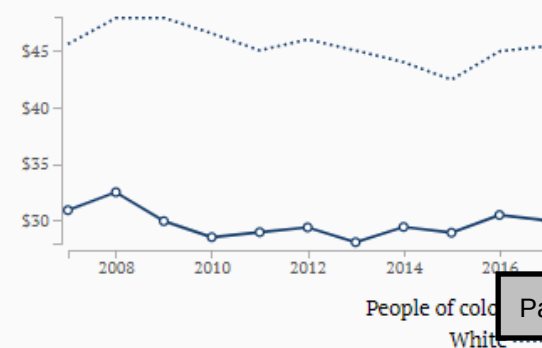
Change in white/people of
color relative poverty gap
-0.1 pts

46

Change in white/people of
color employment rate gap
-0.8 pts

65

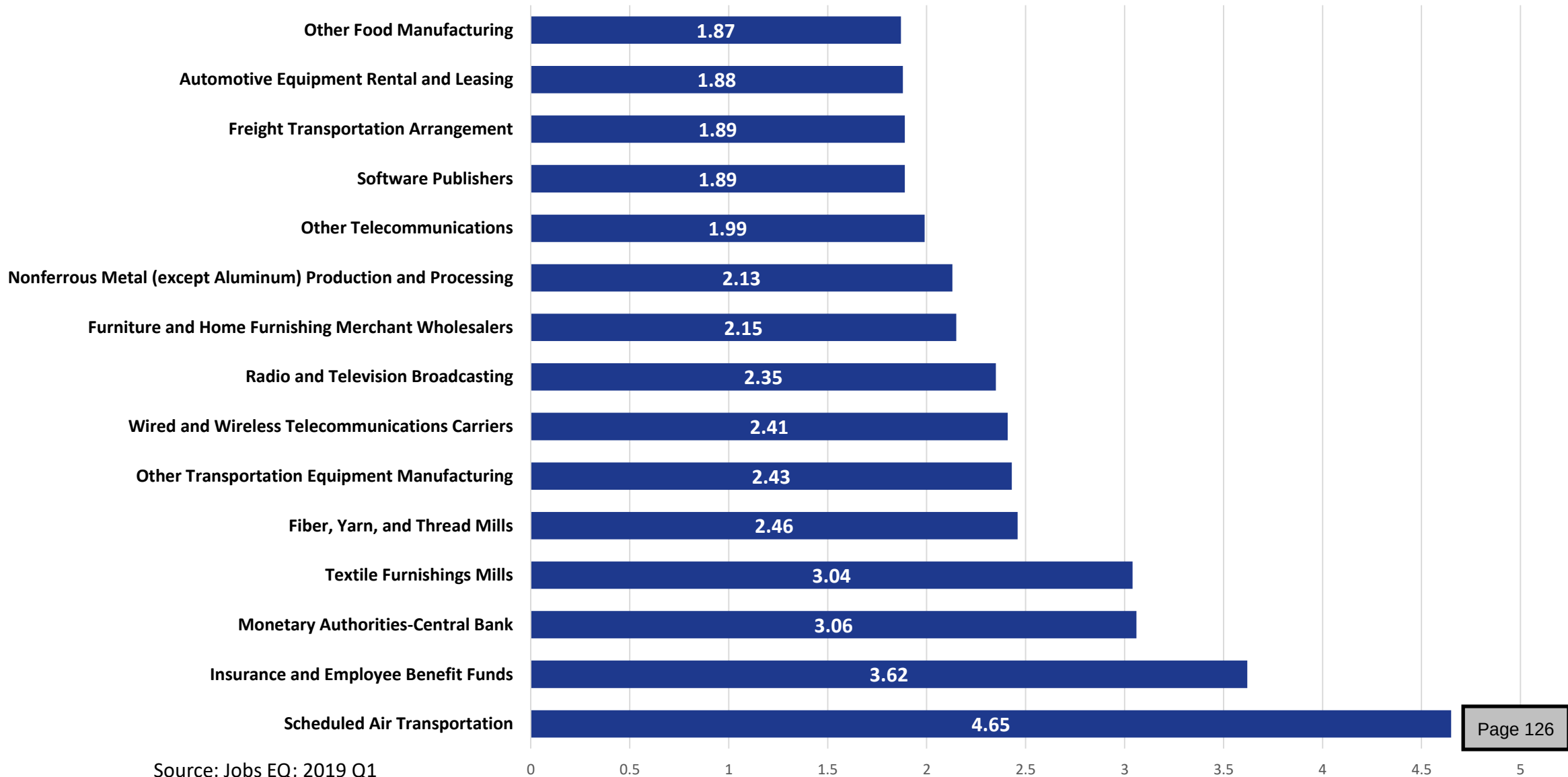
Median earnings (thousands)



Our Economy: Our “Natural” Strengths

1.

Concentration of Jobs in Sector cf: Nation (Location Quotient)



Industry Snapshot in Atlanta MSA, 2019q1 JobsEQ

1.

NAICS	Industry	Empl	Current	10-Year History			10-Year Forecast			1.	
			Avg Ann Wages	LQ	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
722	Food Services and Drinking Places	240,125	\$19,239	1.09	55,963	2.7%	460,437	188,210	237,829	34,399	1.3%
561	Administrative and Support Services	235,102	\$40,831	1.33	45,668	2.2%	329,094	124,538	167,465	37,091	1.5%
621	Ambulatory Health Care Services	133,586	\$65,364	0.90	42,381	3.9%	174,862	63,169	68,562	43,131	2.8%
541	Professional, Scientific, and Technical Services	231,483	\$88,868	1.20	39,417	1.9%	259,318	80,519	135,002	43,797	1.7%
622	Hospitals	100,022	\$62,151	0.85	24,395	2.8%	94,716	39,645	42,096	12,974	1.2%
551	Management of Companies and Enterprises	61,277	\$124,803	1.42	20,162	4.1%	65,551	21,667	36,760	7,124	1.1%
493	Warehousing and Storage	31,973	\$44,140	1.51	15,849	7.1%	51,577	16,425	26,413	8,738	2.4%
	Motion Picture and Sound Recording Industries										
512		14,824	\$61,138	1.76	10,026	11.9%	22,070	8,903	10,920	2,247	1.4%
524	Insurance Carriers and Related Activities	54,715	\$85,350	1.20	9,880	2.0%	61,613	21,539	32,807	7,267	1.3%
624	Social Assistance	54,926	\$26,566	0.68	9,416	1.9%	88,003	37,149	36,456	14,399	2.4%
812	Personal and Laundry Services	48,907	\$25,571	1.18	9,172	2.1%	70,317	30,922	31,426	7,969	1.5%
445	Food and Beverage Stores	56,962	\$24,514	1.00	8,206	1.6%	90,678	39,952	46,713	4,013	0.7%
611	Educational Services	220,987	\$51,627	0.94	7,979	0.4%	240,314	103,564	111,512	25,238	1.1%
452	General Merchandise Stores	59,674	\$24,379	1.03	7,360	1.3%	91,723	39,009	47,533	5,181	0.8%
441	Motor Vehicle and Parts Dealers	39,999	\$54,719	1.06	7,314	2.0%	54,788	19,533	29,677	5,578	1.3%
	Amusement, Gambling, and Recreation Industries										
713		27,335	\$21,638	0.74	6,419	2.7%	48,893	19,869	24,875	4,148	1.4%
485	Transit and Ground Passenger Transportation	16,790	\$35,025	0.89	5,937	4.5%	24,174	12,352	8,688	3,133	1.7%
484	Truck Transportation	36,793	\$52,011	1.20	5,737	1.7%	43,092	15,864	24,427	2,801	0.7%
	Data Processing, Hosting, and Related Services										
518		11,614	\$135,890	1.78	5,018	5.8%	12,965	3,629	7,139	2,198	1.7%
488	Support Activities for Transportation	18,716	\$50,895	1.21	4,847	3.0%	24,086	8,139	12,828	3,119	1.6%
	Performing Arts, Spectator Sports, and Related Industries										
711		17,168	\$57,964	1.06	4,591	3.2%	23,664	9,777	11,300	2,587	1.4%
999	Unclassified	6,955	\$58,909	1.71	4,486	10.9%	9,292	3,527	4,818	Page 127	1.3%
531	Real Estate	42,568	\$68,563	1.11	3,588	0.9%	50,033	21,247	23,373	5,413	1.2%
623	Nursing and Residential Care Facilities	30,668	\$31,531	0.47	3,534	1.2%	43,428	18,746	18,569	6,112	1.8%
332	Fabricated Metal Product Manufacturing	15,857	\$56,365	0.58	3,253	2.3%	17,193	5,779	10,874	540	0.3%

Industry Snapshot in Gwinnett, 2019q1 JobsEQ

1.

NAICS	Industry	Current			10-Year History		10-Year Forecast				
		Empl	Avg Ann Wages	LQ	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
	Total - All Industries	399,769	\$51,586	1.00	53,765	1.5%	520,664	199,086	265,769	55,810	1.3%
62	Health Care and Social Assistance	36,151	\$48,418	0.63	11,365	3.8%	48,258	18,815	19,472	9,971	2.5%
72	Accommodation and Food Services	34,177	\$18,443	0.95	7,932	2.7%	64,503	26,261	33,051	5,191	1.4%
56	Administrative and Support and Waste Management and Remediation Services	34,130	\$39,051	1.32	4,893	1.6%	48,333	18,036	24,466	5,830	1.6%
31	Manufacturing	29,531	\$67,059	0.89	4,672	1.7%	30,687	11,357	19,388	-58	0.0%
44	Retail Trade	51,826	\$33,908	1.24	4,111	0.8%	77,291	31,901	40,357	5,032	0.9%
54	Professional, Scientific, and Technical Services	31,586	\$78,290	1.18	3,905	1.3%	36,162	11,068	18,558	6,535	1.9%
48	Transportation and Warehousing	13,450	\$49,531	0.75	3,728	3.3%	16,713	6,436	8,635	1,641	1.2%
61	Educational Services	31,698	\$42,524	0.97	3,725	1.3%	34,696	14,888	16,030	3,777	1.1%
81	Other Services (except Public Administration)	20,324	\$32,711	1.17	3,243	1.8%	27,061	11,166	13,299	2,596	1.2%
23	Construction	31,293	\$57,535	1.37	3,017	1.0%	39,145	11,979	21,408	5,758	1.7%
55	Management of Companies and Enterprises	8,936	\$123,349	1.49	2,908	4.0%	9,749	3,180	5,396	1,172	1.2%
71	Arts, Entertainment, and Recreation	5,020	\$24,779	0.63	1,445	3.5%	8,285	3,383	4,149	753	1.4%
53	Real Estate and Rental and Leasing	7,702	\$58,724	1.12	1,016	1.4%	9,337	3,798	4,518	1,021	1.3%
99	Unclassified	1,140	\$45,040	2.65	642	8.6%	1,529	579	791	159	1.3%
21	Mining, Quarrying, and Oil and Gas Extraction	101	\$70,131	0.06	70	12.6%	105	34	69	2	0.2%
11	Agriculture, Forestry, Fishing and Hunting	367	\$47,461	0.07	61	1.8%	463	181	238	44	1.1%
22	Utilities	466	\$81,939	0.23	-73	-1.4%	501	161	284	56	1.1%
92	Public Administration	7,484	\$56,245	0.40	-96	-0.1%	8,053	3,068	4,164	822	1.0%
42	Wholesale Trade	31,205	\$70,348	2.05	-249	-0.1%	36,687	12,843	21,237		0.8%
52	Finance and Insurance	15,012	\$75,810	0.95	-715	-0.5%	17,198	5,750	9,315	2,133	1.3%
51	Information	8,170	\$88,711	1.04	-1,832	-2.0%	9,052	3,012	5,274	766	0.9%

Industry Snapshot in Cherokee, 2019q1 JobsEQ

1.

NAICS	Industry	Current			10-Year History		10-Year Forecast				
		Empl	Avg Ann Wages	LQ	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
44	Retail Trade	11,848	\$28,742	1.57	3,765	3.9%	19,583	7,616	9,635	2,332	1.8%
72	Accommodation and Food Services	8,346	\$16,919	1.27	2,842	4.3%	16,898	6,630	8,344	1,925	2.1%
23	Construction	7,583	\$52,790	1.82	1,972	3.1%	10,315	2,995	5,352	1,968	2.3%
62	Health Care and Social Assistance	7,517	\$49,574	0.72	2,795	4.8%	10,448	3,972	4,111	2,365	2.8%
61	Educational Services	6,993	\$38,958	1.18	639	1.0%	7,986	3,332	3,588	1,065	1.4%
31	Manufacturing	5,693	\$52,600	0.95	1,497	3.1%	6,774	2,295	3,918	561	0.9%
	Administrative and Support and Waste										
56	Management and Remediation Services	4,157	\$39,941	0.89	666	1.8%	6,401	2,272	3,082	1,047	2.3%
54	Professional, Scientific, and Technical Services	4,072	\$60,215	0.84	664	1.8%	5,044	1,467	2,459	1,118	2.5%
81	Other Services (except Public Administration)	3,658	\$30,889	1.16	429	1.3%	5,414	2,095	2,495	824	2.1%
92	Public Administration	2,484	\$48,861	0.73	301	1.3%	2,975	1,056	1,434	485	1.8%
42	Wholesale Trade	2,254	\$66,665	0.81	163	0.8%	3,029	974	1,611	443	1.8%
48	Transportation and Warehousing	2,035	\$48,313	0.62	941	6.4%	2,854	1,019	1,368	467	2.1%
71	Arts, Entertainment, and Recreation	1,735	\$20,343	1.19	556	3.9%	3,120	1,214	1,489	417	2.2%
52	Finance and Insurance	1,677	\$68,045	0.59	-77	-0.4%	2,131	666	1,080	385	2.1%
53	Real Estate and Rental and Leasing	1,092	\$48,479	0.87	202	2.1%	1,430	554	659	217	1.8%
51	Information	864	\$59,640	0.61	309	4.5%	1,029	327	572	130	1.4%
11	Agriculture, Forestry, Fishing and Hunting	266	\$41,382	0.27	-94	-3.0%	373	137	179	57	2.0%
99	Unclassified	237	\$60,019	3.04	111	6.5%	347	125	170	52	2.0%
22	Utilities	58	\$80,813	0.15	-1	-0.1%	66	20	36	10	1.6%
55	Management of Companies and Enterprises	53	\$62,912	0.05	-75	-8.4%	64	19	33		2.0%
21	Mining, Quarrying, and Oil and Gas Extraction	45	\$61,465	0.14	1	0.3%	55	16	33		1.4%
	Total - All Industries	72,665	\$41,326	1.00	17,608	2.8%	103,267	37,423	49,958	15,886	2.0%

Industry Snapshot in Henry, 2019q1 JobsEQ

1.

ARC

regional impact + local relevance

+

		Current			10-Year History		10-Year Forecast				
NAICS	Industry	Empl	Avg Ann Wages	LQ	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
44	Retail Trade	10,748	\$26,572	1.43	2,565	2.8%	16,784	6,744	8,532	1,508	1.3%
72	Accommodation and Food Services	8,808	\$16,295	1.35	2,885	4.0%	17,220	6,881	8,660	1,679	1.8%
62	Health Care and Social Assistance	8,683	\$47,941	0.84	3,356	5.0%	12,084	4,591	4,751	2,742	2.8%
56	Administrative and Support and Waste Management and Remediation Services	8,104	\$27,002	1.74	3,383	5.6%	11,988	4,358	5,911	1,719	1.9%
61	Educational Services	6,773	\$40,040	1.15	19	0.0%	6,967	3,116	3,355	496	0.7%
48	Transportation and Warehousing	6,426	\$43,586	1.98	3,167	7.0%	9,286	3,257	4,369	1,659	2.3%
81	Other Services (except Public Administration)	3,479	\$25,933	1.11	408	1.3%	4,880	1,950	2,323	607	1.6%
23	Construction	3,276	\$49,336	0.79	-246	-0.7%	4,236	1,269	2,269	698	2.0%
31	Manufacturing	3,257	\$55,144	0.55	137	0.4%	3,640	1,284	2,192	164	0.5%
92	Public Administration	3,255	\$70,025	0.96	140	0.4%	3,670	1,355	1,840	475	1.4%
54	Professional, Scientific, and Technical Services	2,172	\$49,780	0.45	275	1.4%	2,538	766	1,285	486	2.0%
42	Wholesale Trade	2,124	\$54,883	0.77	295	1.5%	2,795	911	1,507	377	1.6%
52	Finance and Insurance	1,167	\$53,999	0.41	-345	-2.6%	1,405	455	737	213	1.7%
53	Real Estate and Rental and Leasing	1,025	\$50,392	0.82	148	1.6%	1,253	507	603	143	1.3%
71	Arts, Entertainment, and Recreation	984	\$25,676	0.68	-69	-0.7%	1,691	675	828	189	1.8%
51	Information	535	\$41,543	0.38	97	2.0%	621	200	351	70	1.2%
22	Utilities	529	\$68,144	1.42	-127	-2.1%	579	184	324	72	1.3%
55	Management of Companies and Enterprises	469	\$77,374	0.43	341	13.9%	538	170	288	80	1.6%
11	Agriculture, Forestry, Fishing and Hunting	201	\$17,063	0.21	21	1.1%	266	101	133	33	1.5%
99	Unclassified	140	\$44,248	1.80	86	10.1%	198	73	99	26	1.7%
21	Mining, Quarrying, and Oil and Gas Extraction	71	\$70,813	0.22	-1	-0.2%	80	24	50	6	0.8%
	Total - All Industries	72,224	\$38,034	1.00	16,536	2.6%	99,119	36,694	48,985	13,441	1.7%

Industry Snapshot in Lawrenceville, 2019q1 JobsEQ

1.

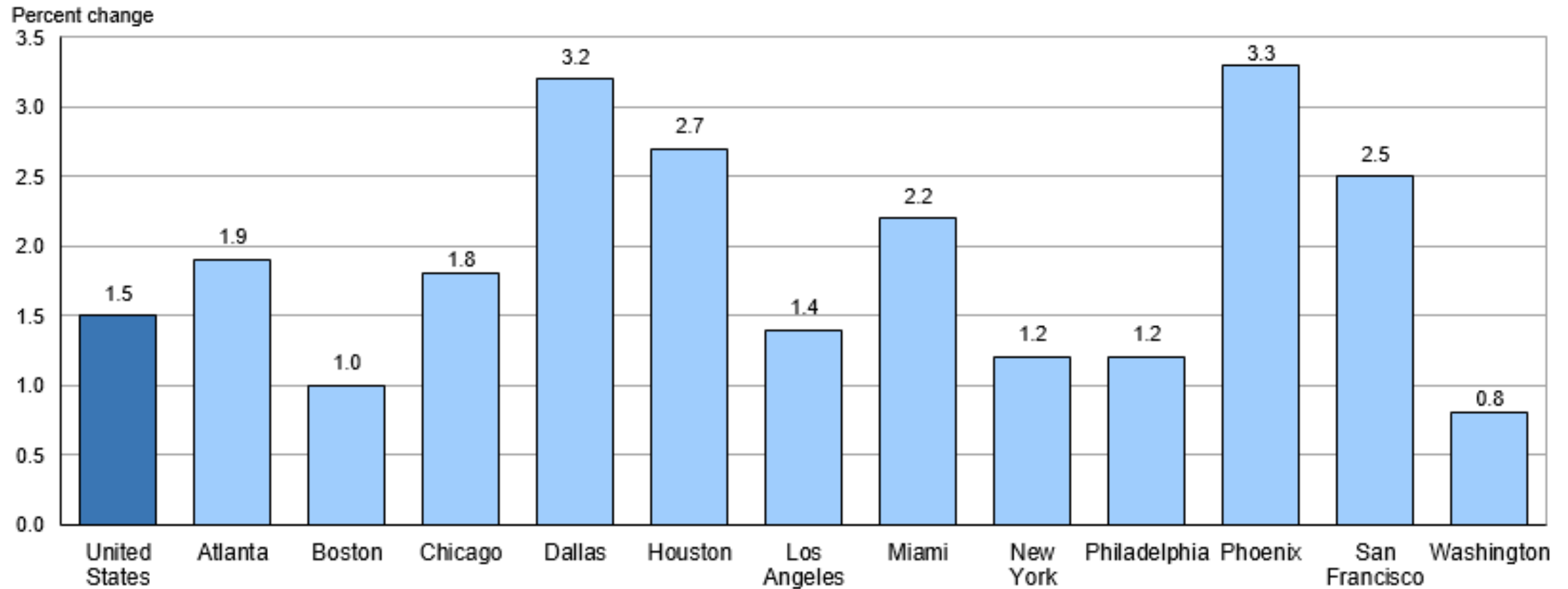
NAICS	Industry	Current			10-Year History		10-Year Forecast				
		Empl	Avg Ann Wages	LQ	Empl Change	Ann %	Total Demand	Exits	Transfers	Empl Growth	Ann % Growth
92	Public Administration	5,764	\$56,371	4.32	-122	-0.2%	6,204	2,363	3,207	634	1.0%
62	Health Care and Social Assistance	5,692	\$48,422	1.40	782	1.5%	8,063	3,030	3,136	1,898	2.9%
61	Educational Services	2,668	\$42,497	1.15	1,009	4.9%	2,920	1,253	1,349	318	1.1%
44	Retail Trade	2,158	\$33,986	0.73	44	0.2%	3,165	1,319	1,669	177	0.8%
31	Manufacturing	1,834	\$67,427	0.78	-53	-0.3%	1,923	707	1,207	8	0.0%
23	Construction	1,648	\$58,478	1.02	99	0.6%	2,115	637	1,138	340	1.9%
	Administrative and Support and Waste										
56	Management and Remediation Services	1,609	\$39,104	0.88	466	3.5%	2,272	849	1,152	271	1.6%
54	Professional, Scientific, and Technical Services	1,374	\$78,802	0.72	372	3.2%	1,498	474	794	231	1.6%
72	Accommodation and Food Services	1,288	\$18,429	0.50	885	12.3%	2,436	991	1,247	199	1.4%
42	Wholesale Trade	1,012	\$70,330	0.94	-100	-0.9%	1,185	416	688	81	0.8%
81	Other Services (except Public Administration)	873	\$34,369	0.71	-127	-1.3%	1,157	479	570	108	1.2%
52	Finance and Insurance	610	\$76,219	0.55	-294	-3.9%	709	235	381	93	1.4%
55	Management of Companies and Enterprises	438	\$123,239	1.03	279	10.6%	478	156	264	57	1.2%
48	Transportation and Warehousing	437	\$47,652	0.34	47	1.1%	541	209	280	53	1.1%
53	Real Estate and Rental and Leasing	366	\$60,020	0.75	168	6.3%	436	179	213	43	1.1%
51	Information	285	\$77,206	0.51	-335	-7.5%	319	105	185	29	1.0%
71	Arts, Entertainment, and Recreation	152	\$24,244	0.27	23	1.6%	252	103	126	23	1.4%
11	Agriculture, Forestry, Fishing and Hunting	86	\$50,232	0.23	85	50.4%	108	42	56	10	1.1%
99	Unclassified	60	\$45,050	1.96	17	3.4%	80	30	41		1.3%
22	Utilities	16	\$82,051	0.11	-80	-16.6%	17	5	10		1.2%
	Total - All Industries	28,369	\$50,759	1.00	3,163	1.2%	37,885	14,263	19,040	4,582	1.5%

Metro Atlanta #6 in job growth, year-over-year

1.

Atlanta MSA added 53,500 jobs YOY

Chart 3. Total nonfarm employment, over-the-year percent change, United States and 12 largest metropolitan areas, June 2019



Source: U.S. Bureau of Labor Statistics.

Large Metros: Growth Index 2007-17

Jobs, GMP, Job Change in young firms

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Growth index, 2007–2017 ?

Best performing

Worst performing

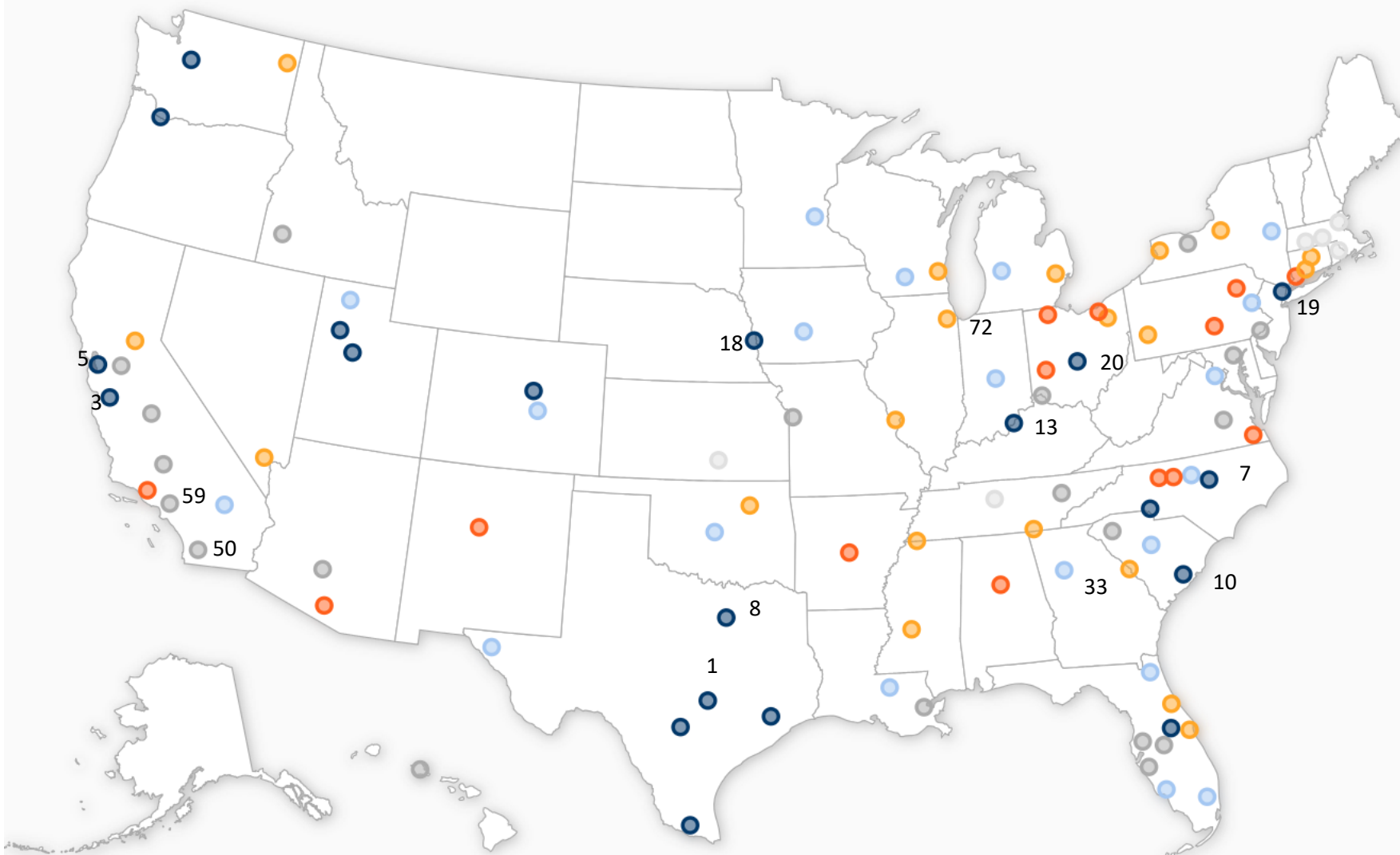
1-20

21-40

41-60

61-80

81-100

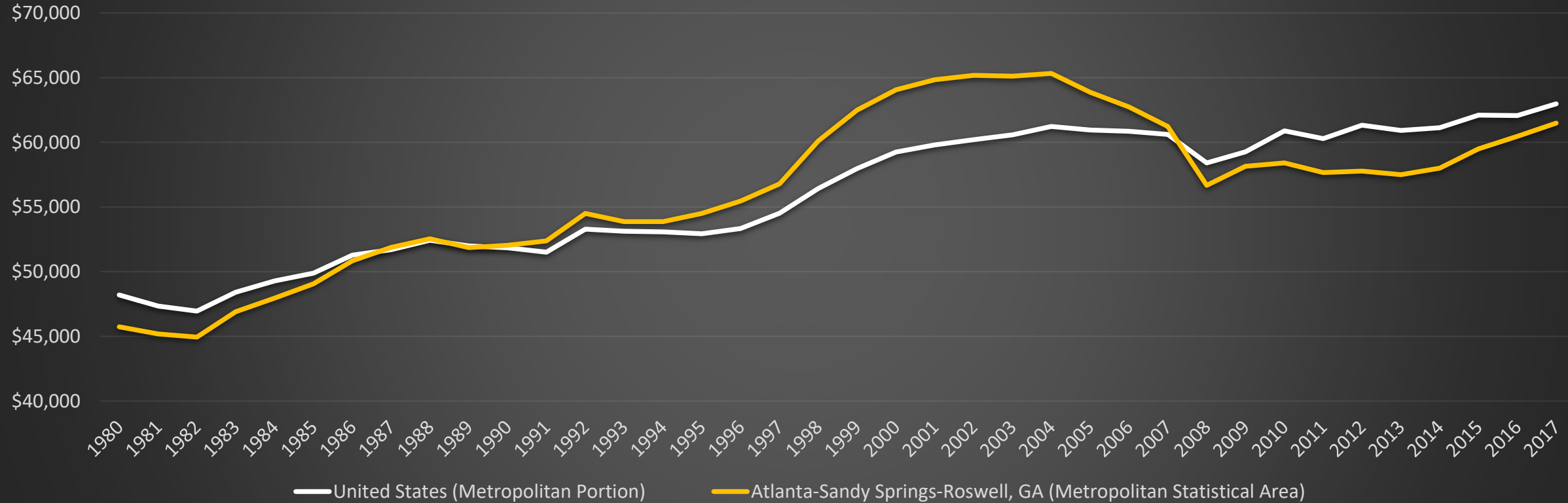


<https://www.brookings.edu/research/metro-monitor-2019-inclusion-remains-elusive-amid-widespread-metro-growth-and-rising-prosperity/>

Wages are growing slowly compared to the US

1.

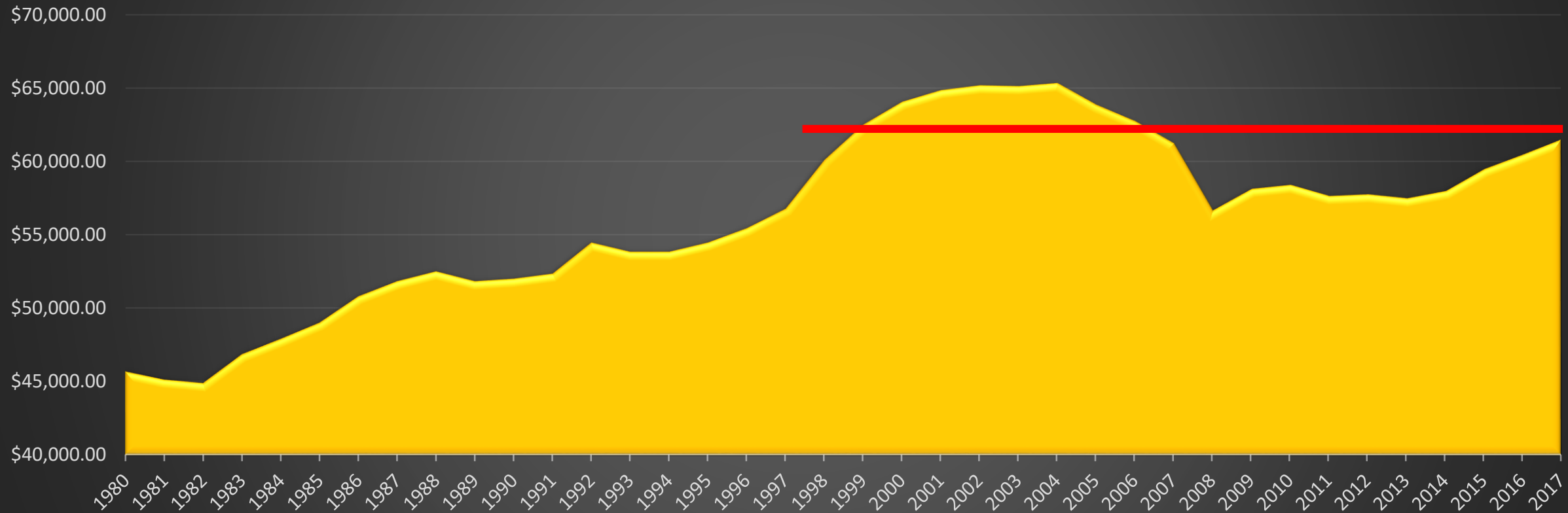
Average Earning Per Job (\$2017)



So then, our job growth compares favorably to the country. The same isn't true with our wage growth. For the 1990-2007 period, we had a comparative advantage on wages, but from the onset of the Great Recession all the way through 2017 our average earnings have trailed those of the nation. Final averages from this data series aren't ready yet for 2018, and while overall wages ticked up--the gap between us and the nation remained.

It's About Helping Workers Move Ahead, and... 1.

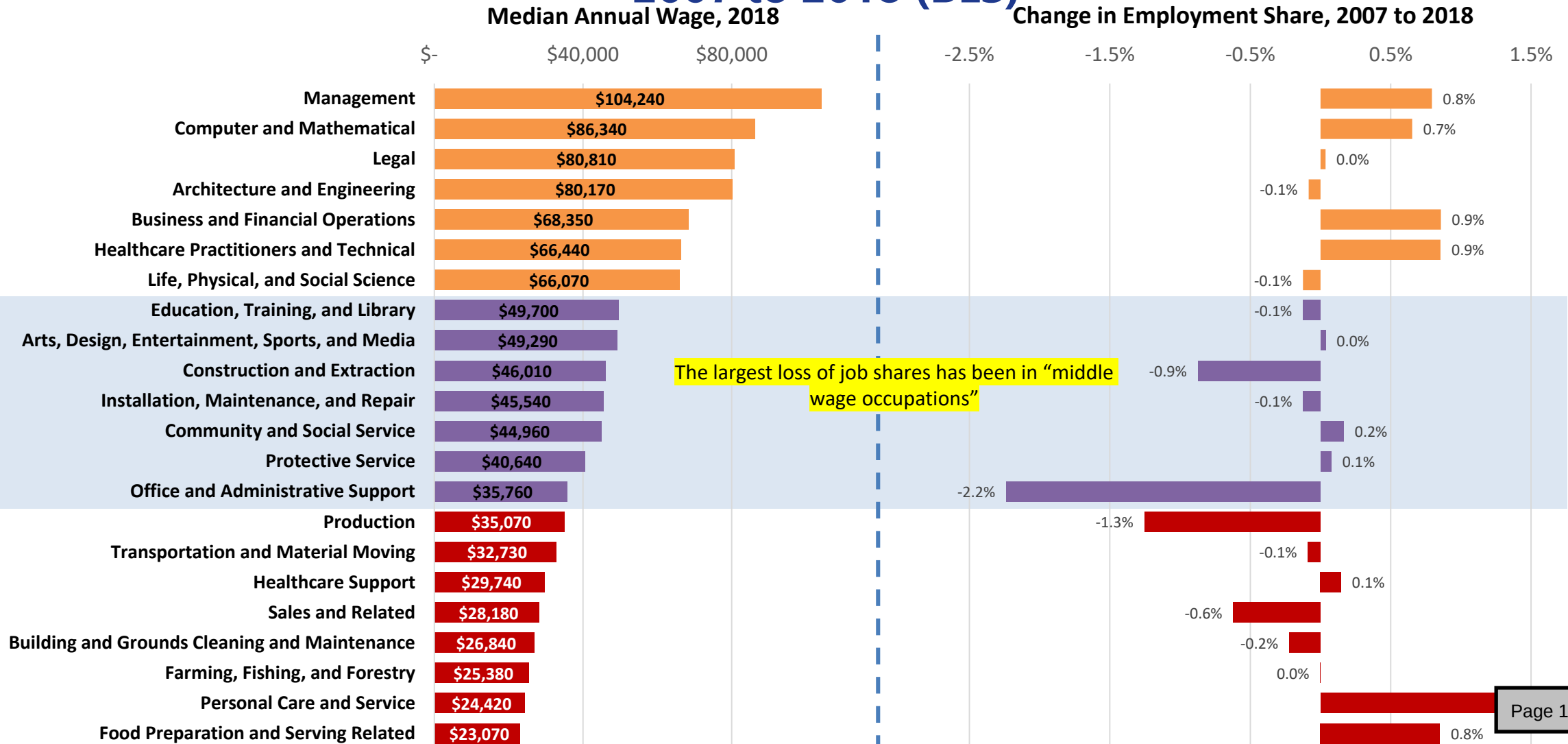
Average Earning Per Job – Metro Atlanta (\$2017)



Focusing on the 2000 to 2017 period, in Atlanta only, the visual story becomes more dramatic. In 2017 dollars, Atlanta has seen no real wage growth over that period. From 2000-2005, wages grew, but started to decrease even before the Great Recession hit. Only recently (2017) did we get back to the real average earnings of 2007 (and we're still a tick below 2000 levels).

Major Occupations by Median Annual Wage & Change in Employment Share 2007 to 2018 (BLS)

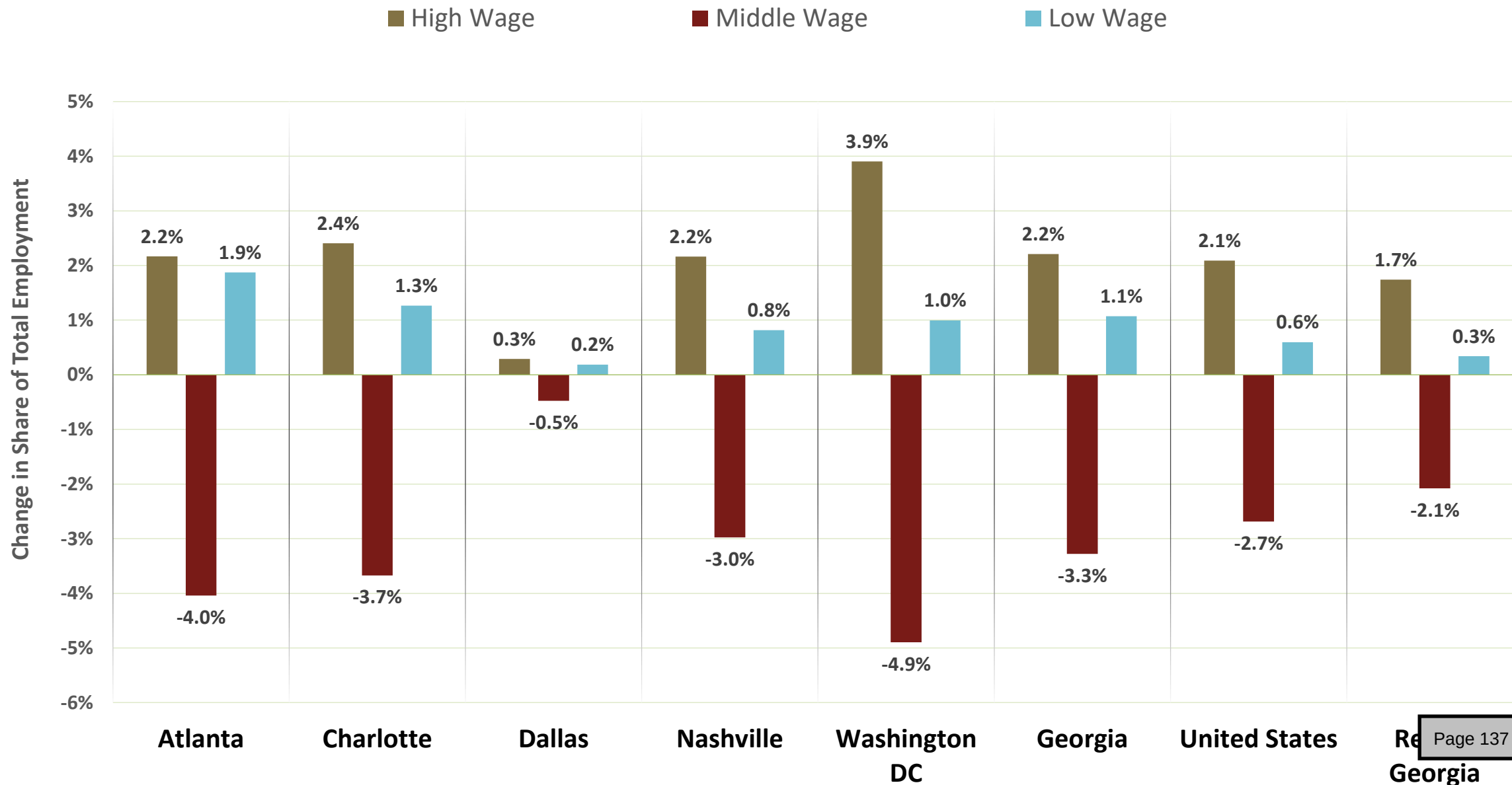
1.



Change in Share of Employment by Occupational Wage Category 2005-16

Metro Area Comparison (BLS)

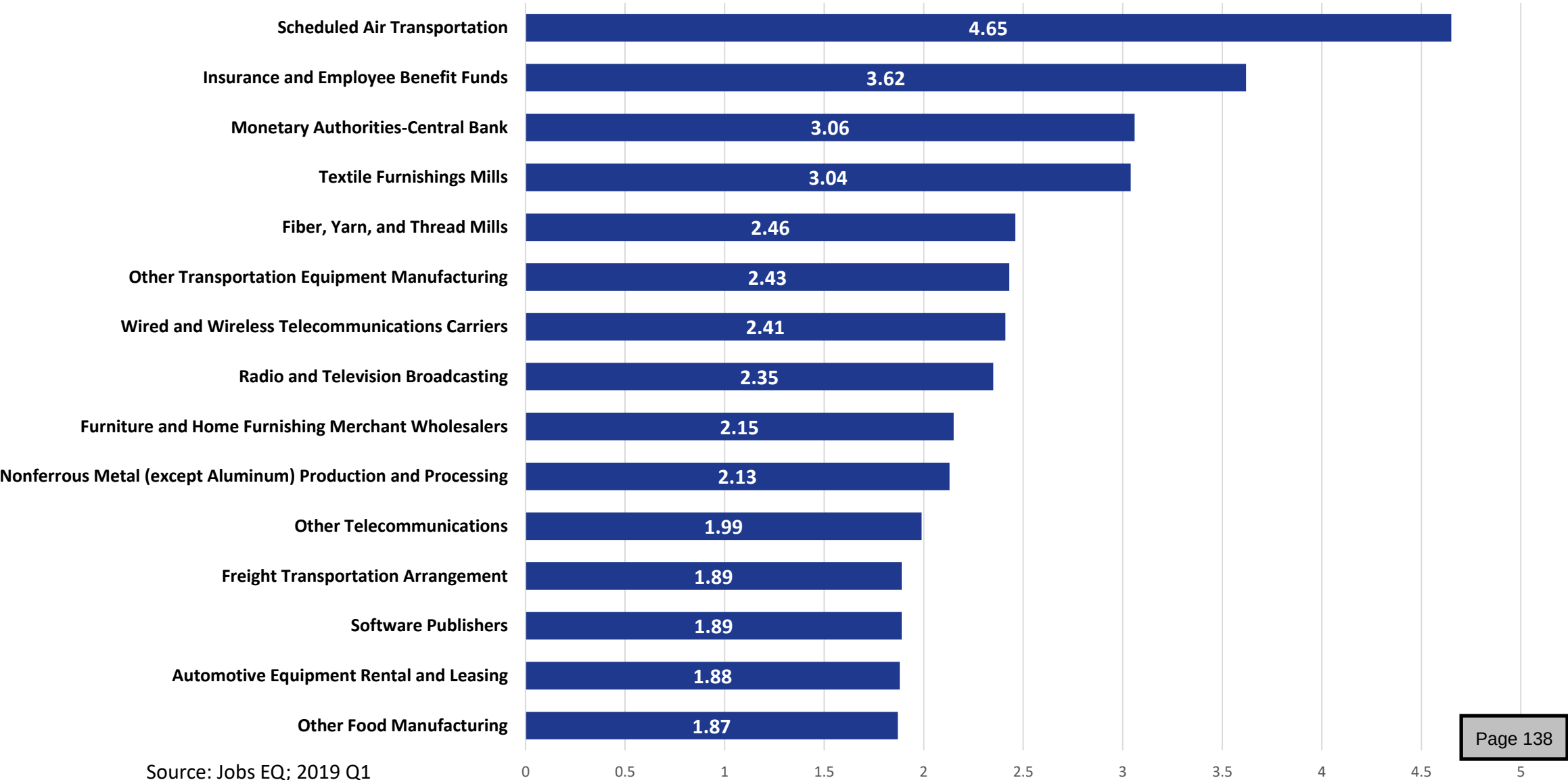
1.



Atlanta MSA Economy: Our “Natural” Strengths

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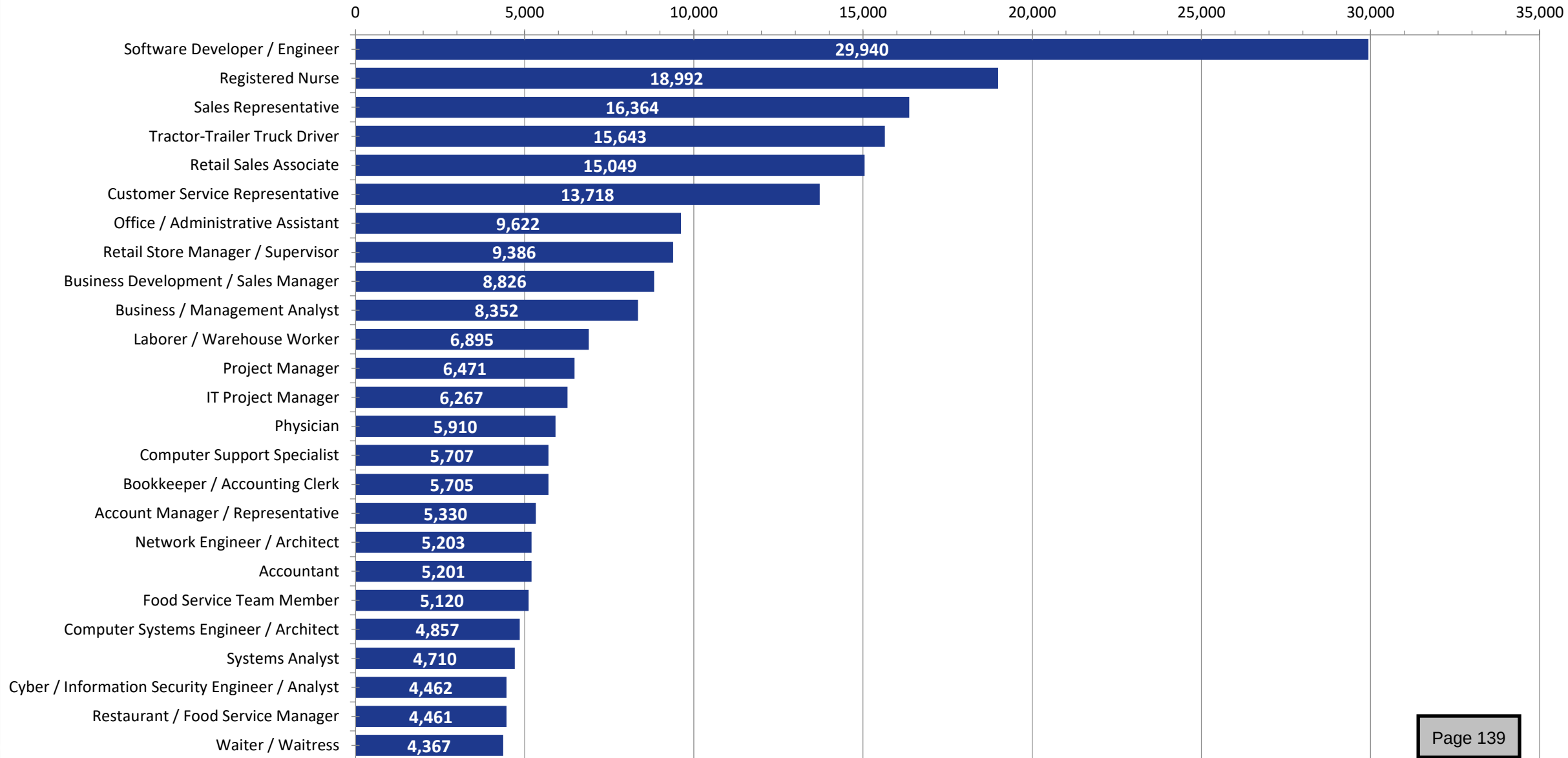
Concentration of Jobs in Sector: Nation (Location Quotient)



Source: Jobs EQ; 2019 Q1

Top Posting Occupations- Atlanta MSA

1.

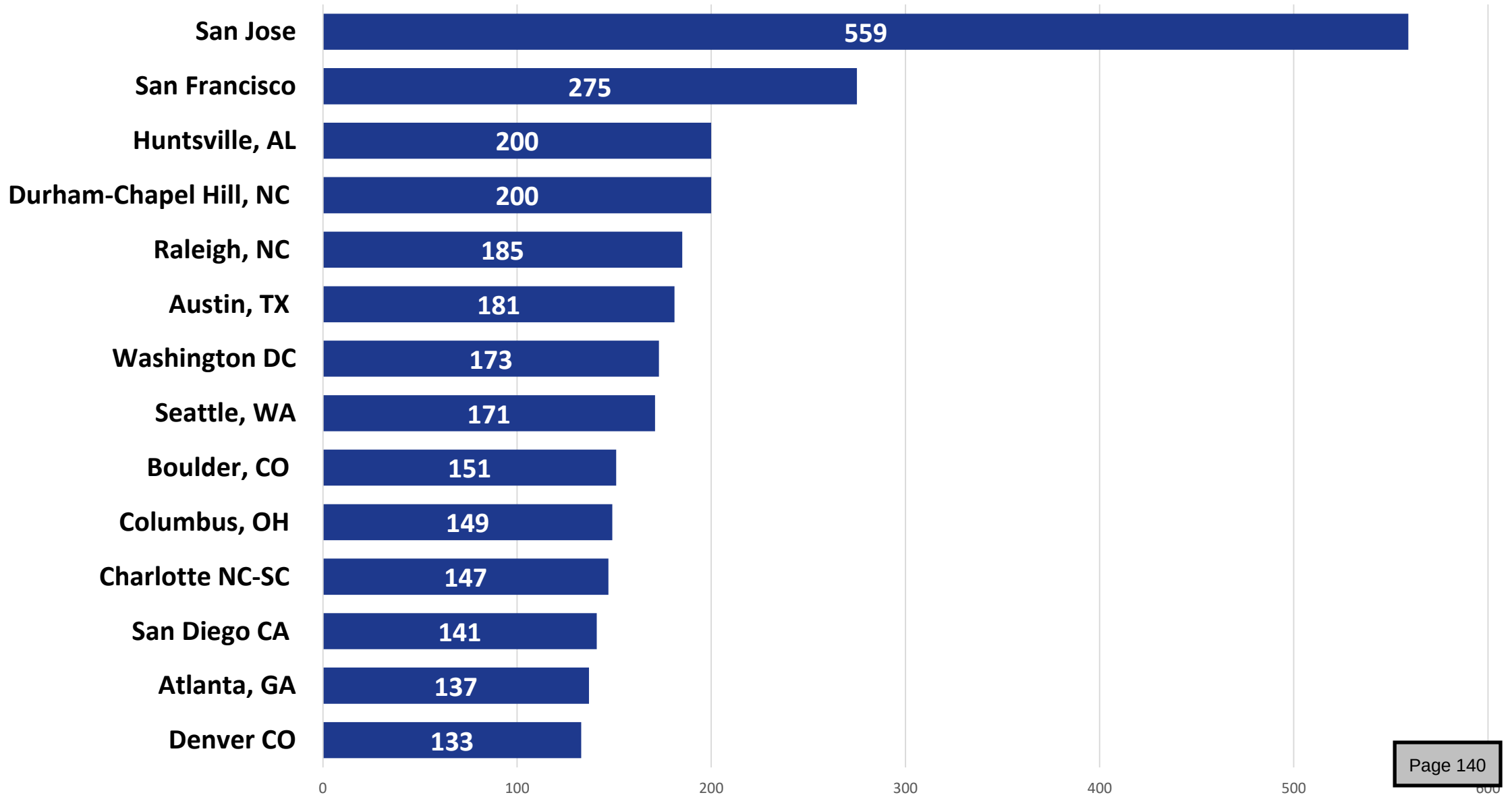


Source: Burning Glass/Labor Insight August 2019

High-Tech: Demand for Software Developers

Postings per 1,000 employed

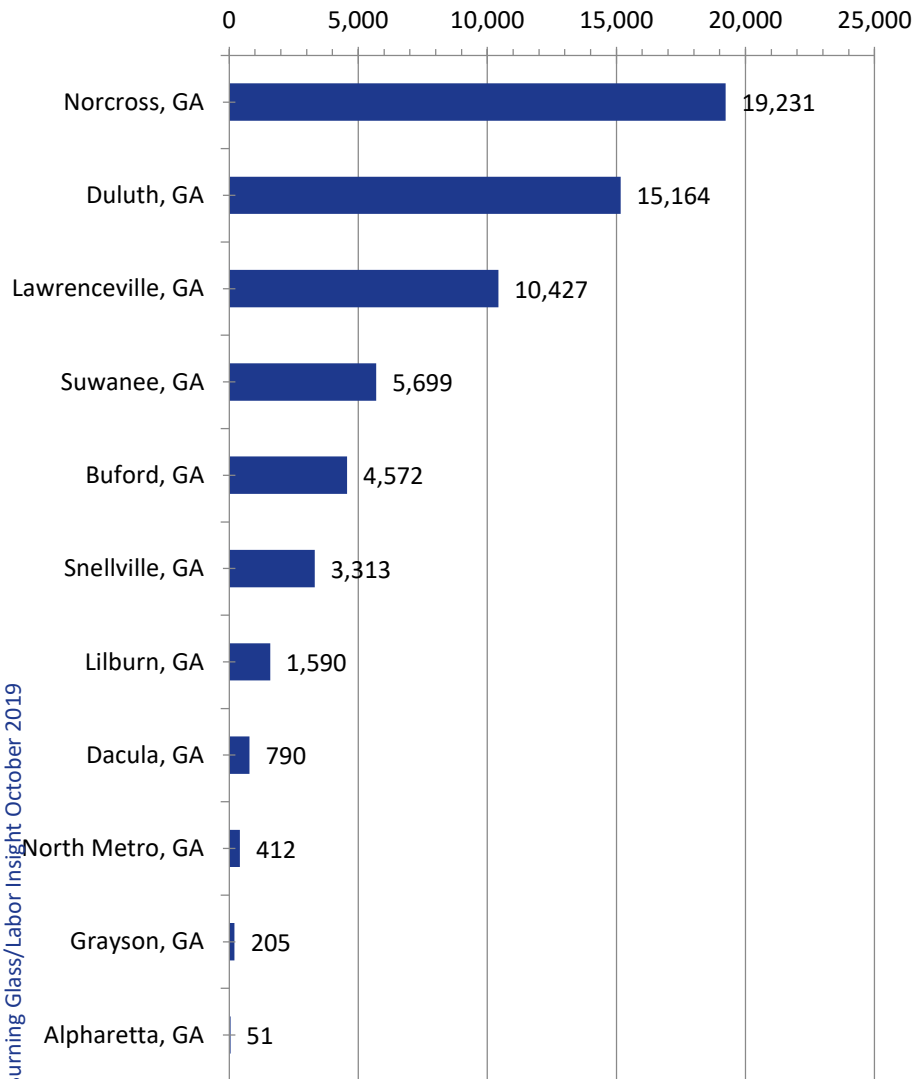
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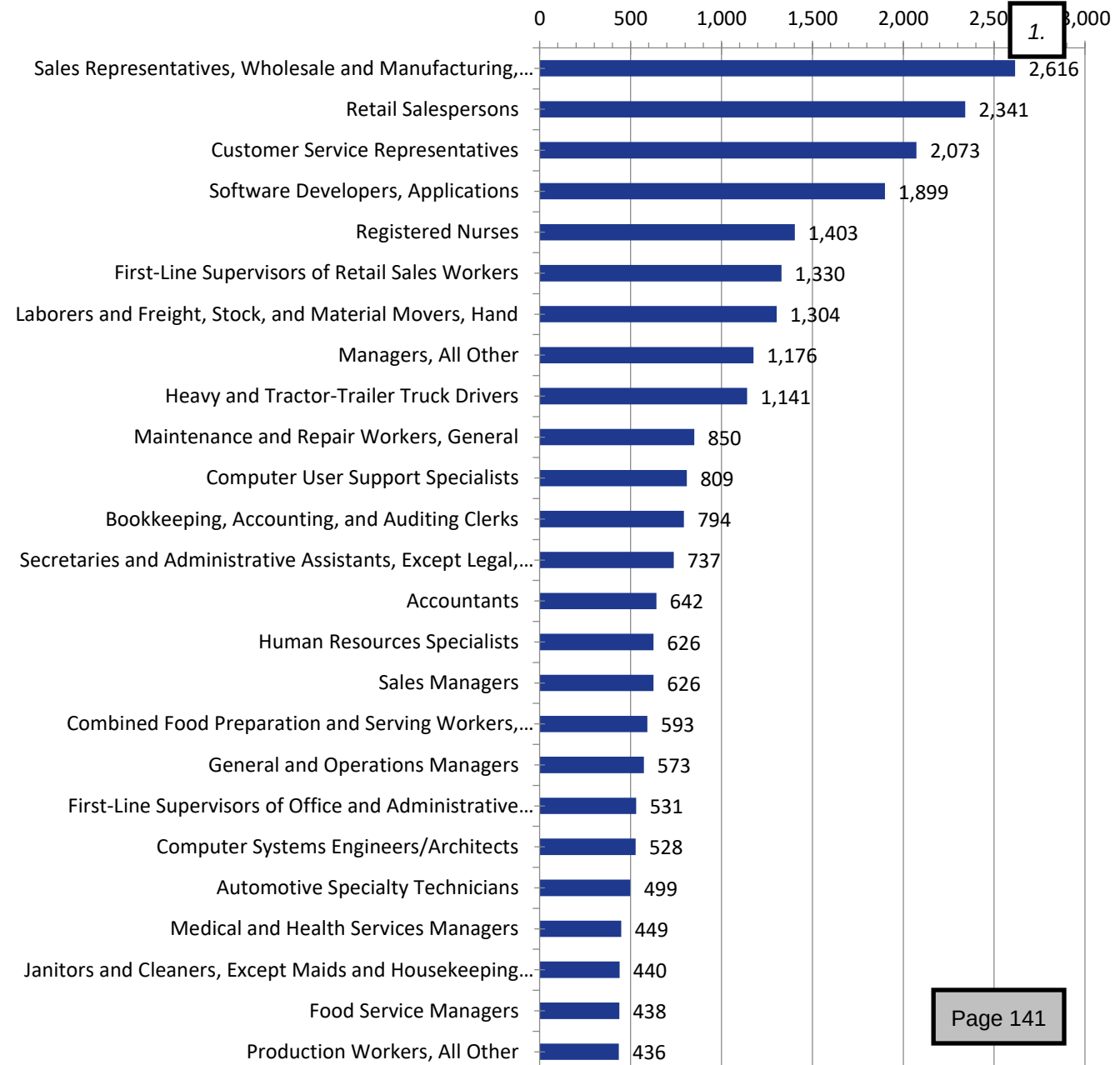
Source: Burning Glass/Labor Insight August 2019

Jobs Posting Data

The jobs are in the following locations

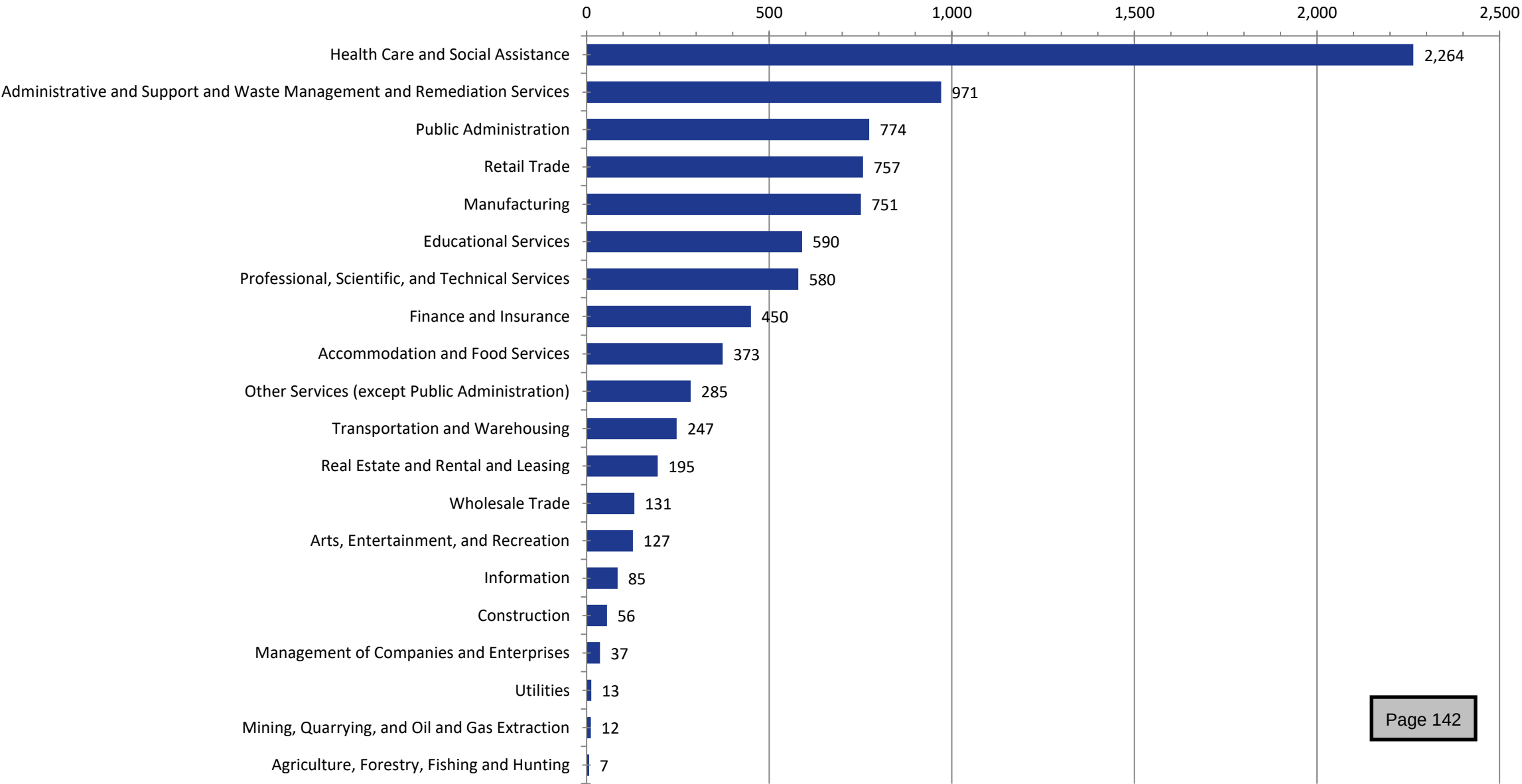


The jobs are categorized into the following occupations



Jobs Posting Data: Lawrenceville

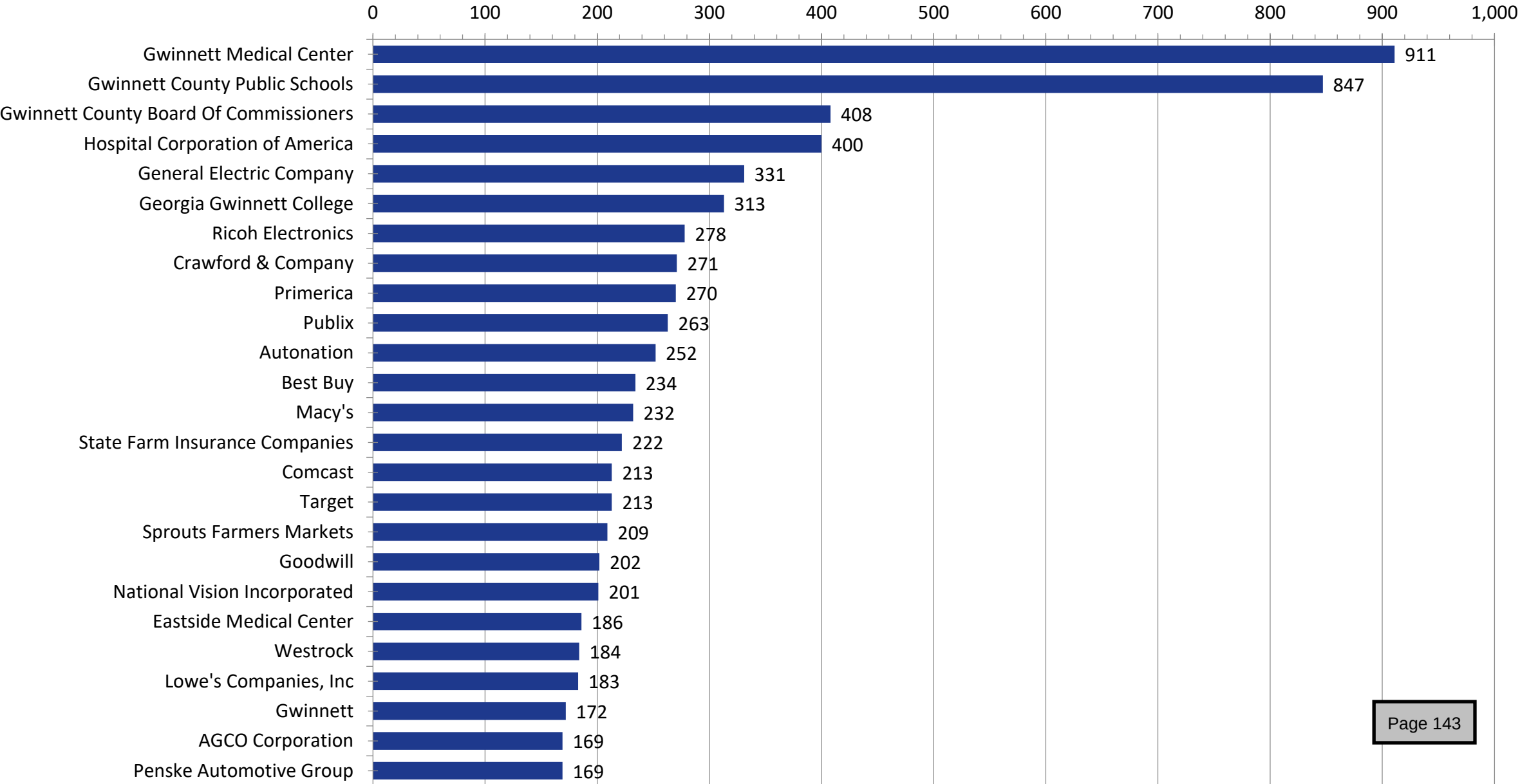
The jobs are categorized into the following industries



Jobs Posting Data

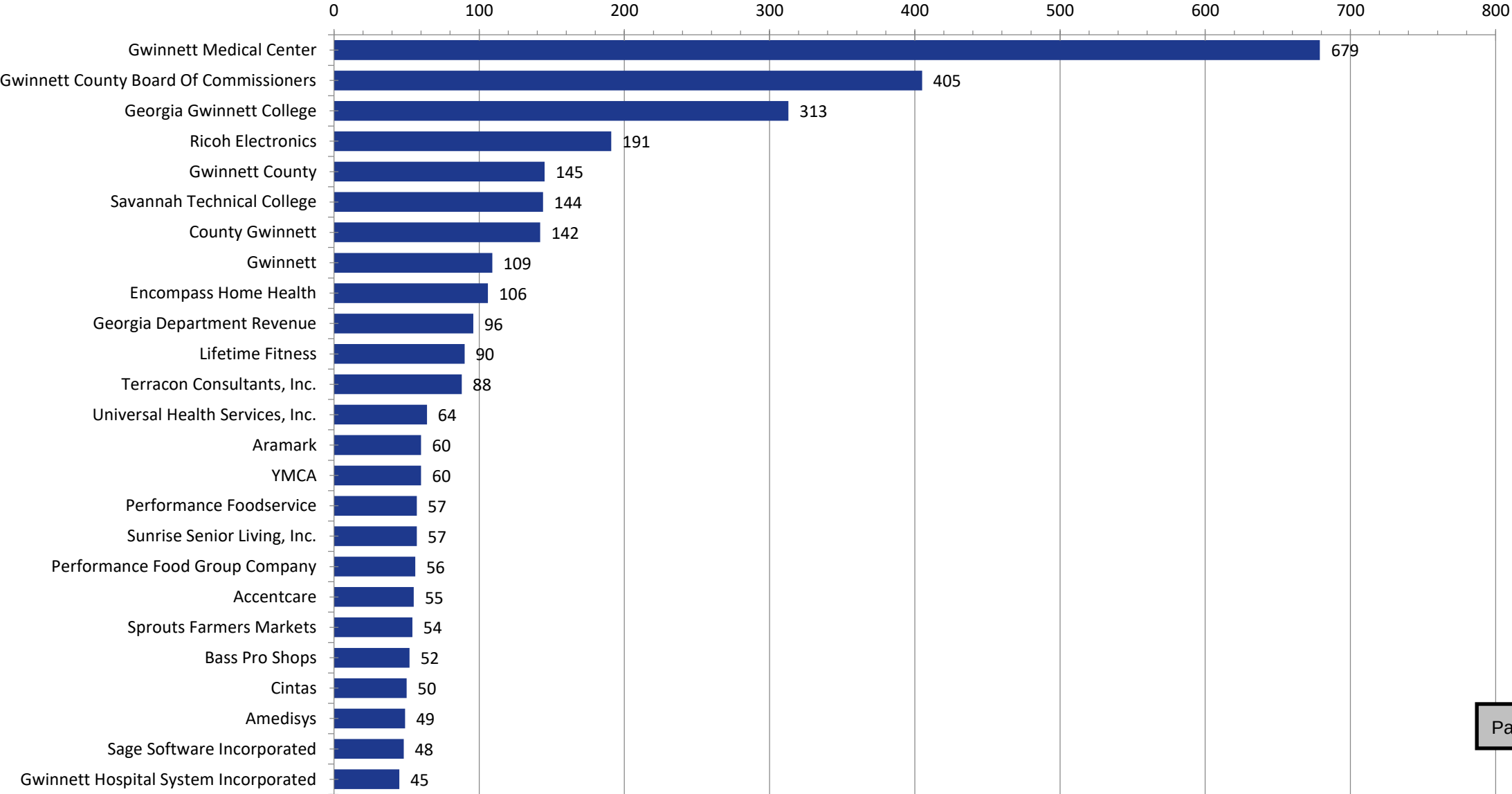
1.

The following employers are hiring for the jobs



Jobs Posting Data: Lawrenceville

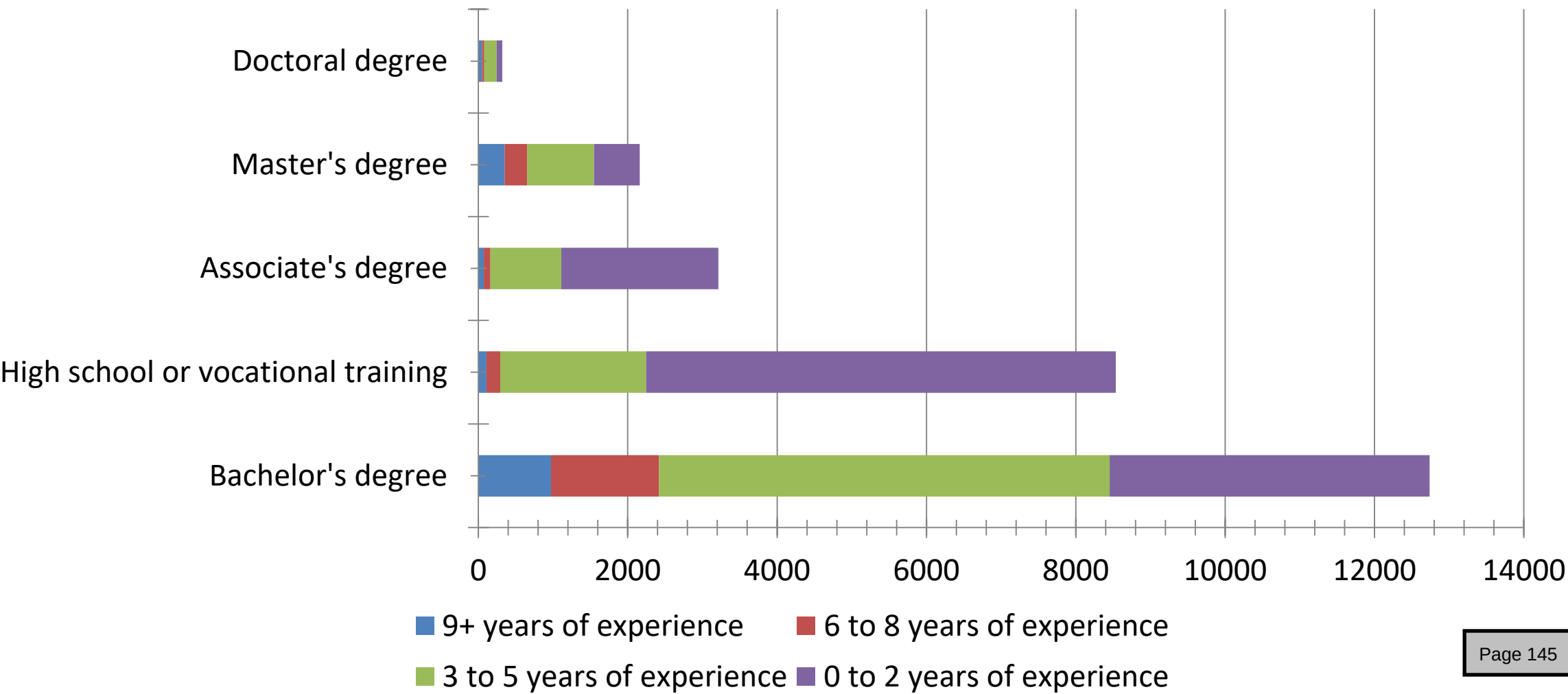
The following employers are hiring for the jobs



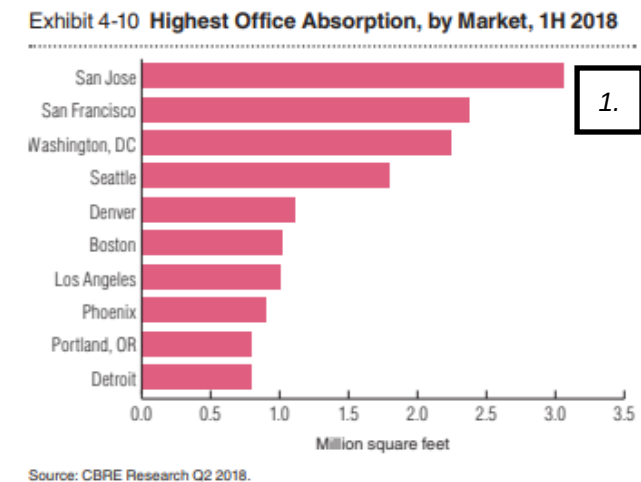
Source: Burning Glass/Labor Insight October 2019

Jobs Posting Data

The following levels of education and levels of experience are requested



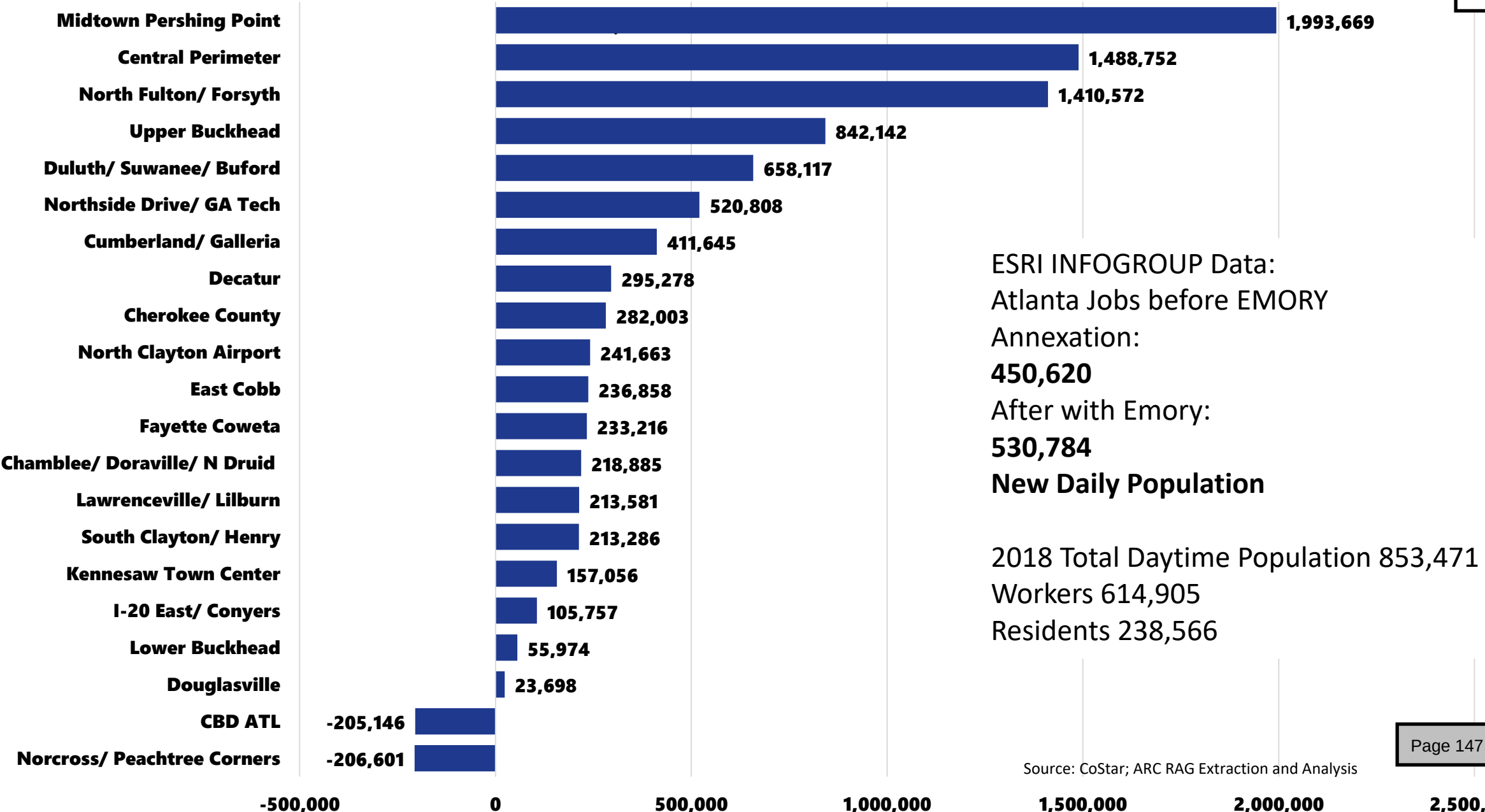
San Jose, San Francisco, Seattle, and Washington, D.C., accounted for 45 % of total market absorption in 58 markets



U.S. office investors continue to transact in a fairly balanced market. Office vacancy has remained near 13 percent for the past two years as new supply meets demand. With rents up by only 1.3 percent in the past year, the office sector is ranked fourth of six property types in the Emerging Trends survey for investment prospects in 2019, and fifth for development prospects—similar to its rankings in last year’s Emerging Trends. However, significant variances exist by market as the tech industry continues to lead leasing trends. While the majority of markets continue to experience positive absorption, San Jose, San Francisco, Seattle, and Washington, D.C., accounted for 45 percent of total market absorption in 58 markets in the first half of 2018. Office supply is also concentrated in a few markets, with 41 percent of new office product under construction in just four markets—New York, San Francisco, D.C., and Seattle. With the exception of D.C., these markets have generally maintained high central business district (CBD) occupancy rates.

Office Net New Space(SF) by Submarket: 2010_{Q1} to 2019_{Q1}

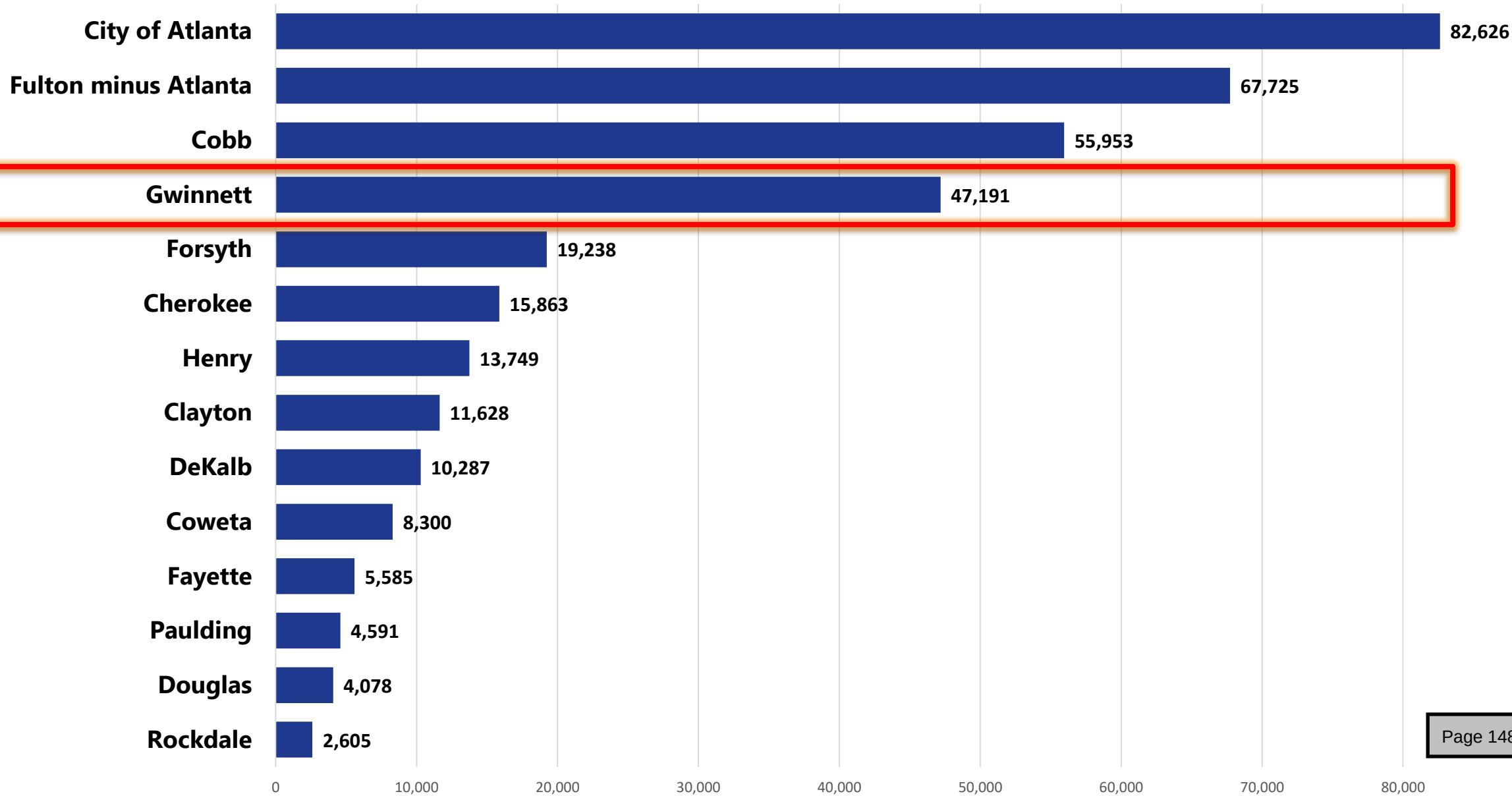
1.



Source: CoStar; ARC RAG Extraction and Analysis

Employment 2010-2019

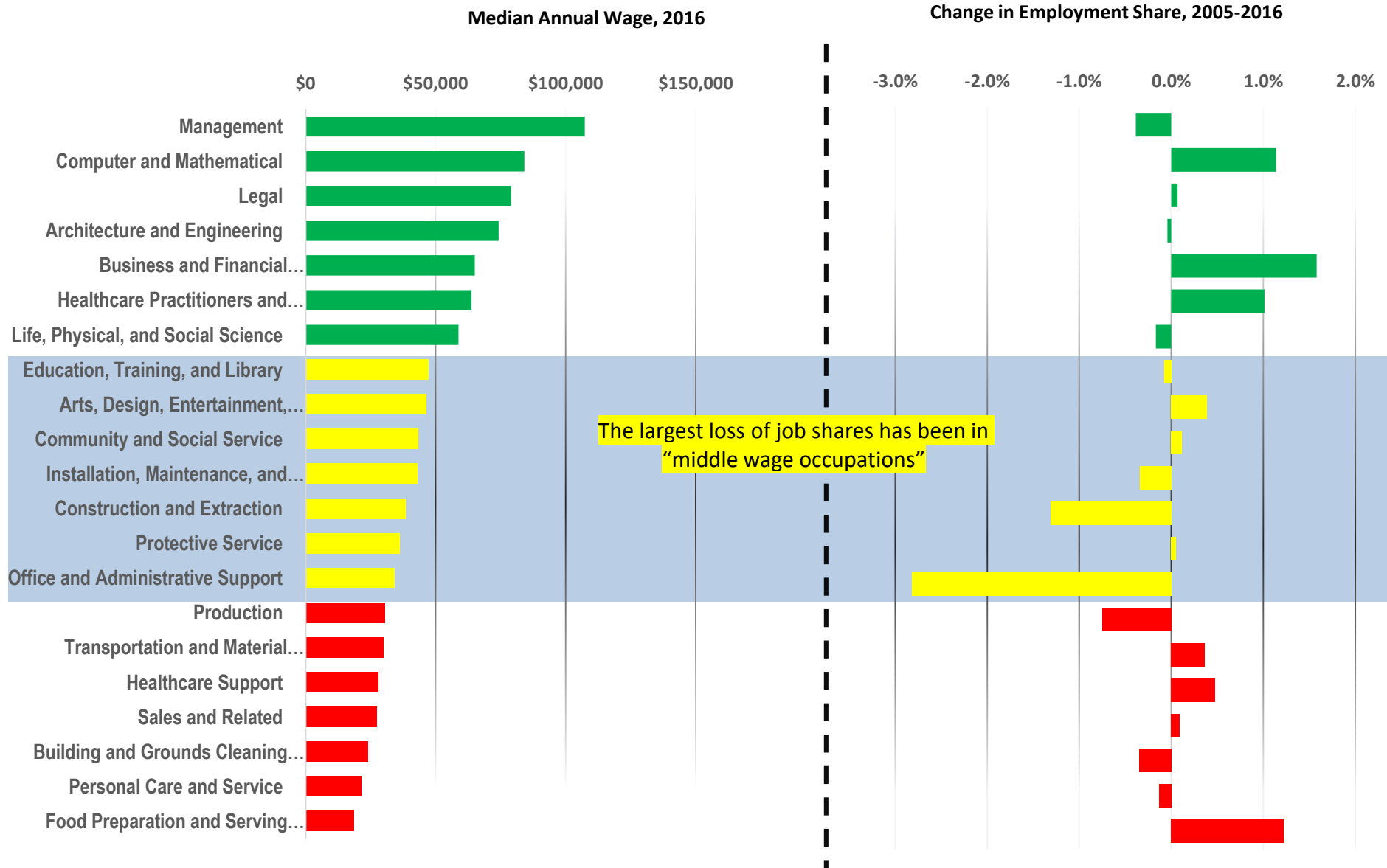
1.



Atlanta MSA: Occupations by Median Annual Wage & Change in Employment Share

2005 to 2016 (BLS)

1.



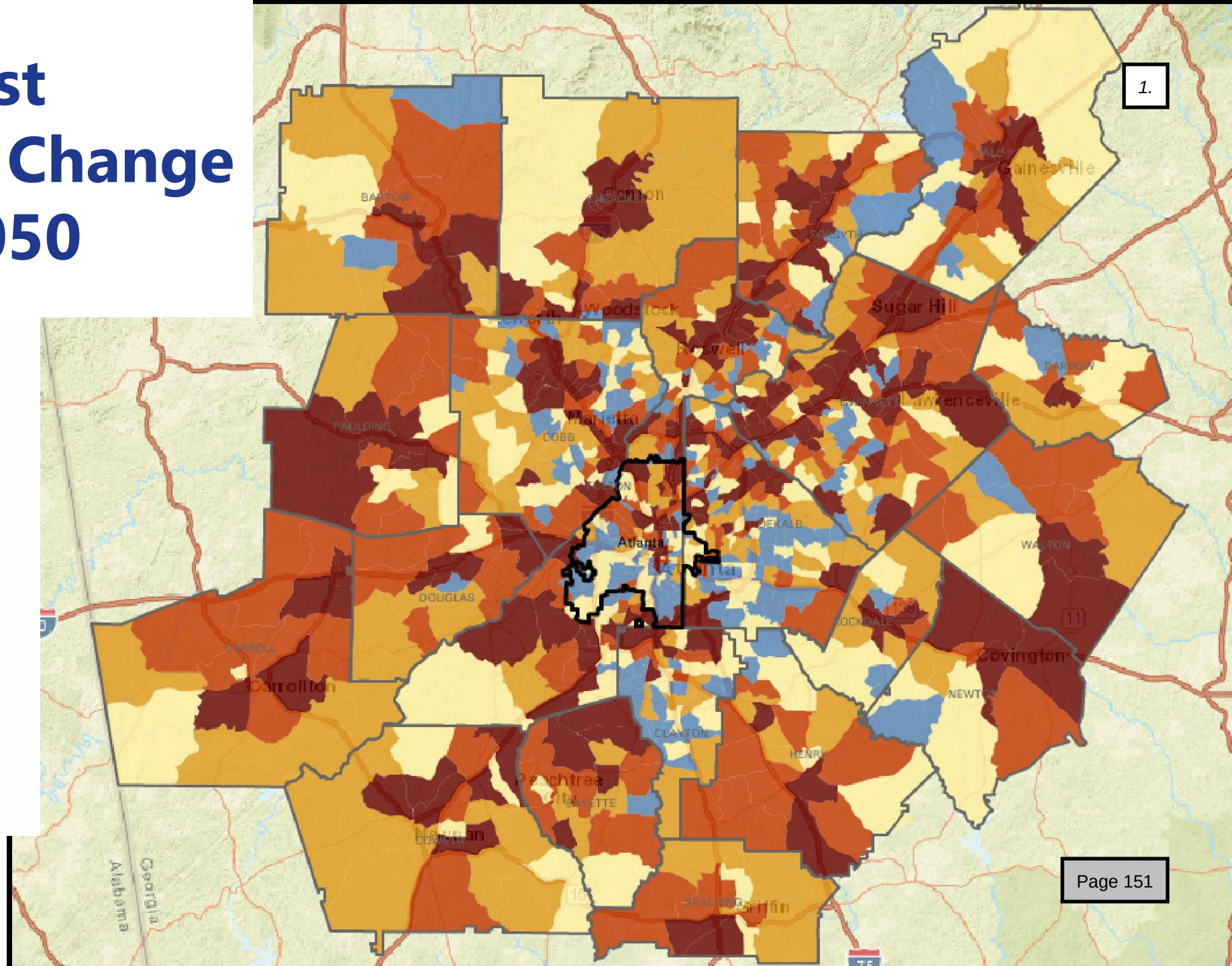
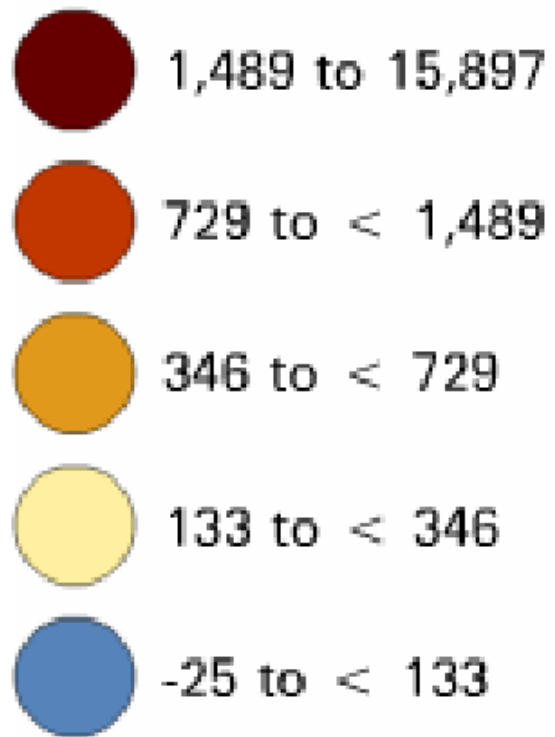
County Employment Change

1.

Source: Census QWI

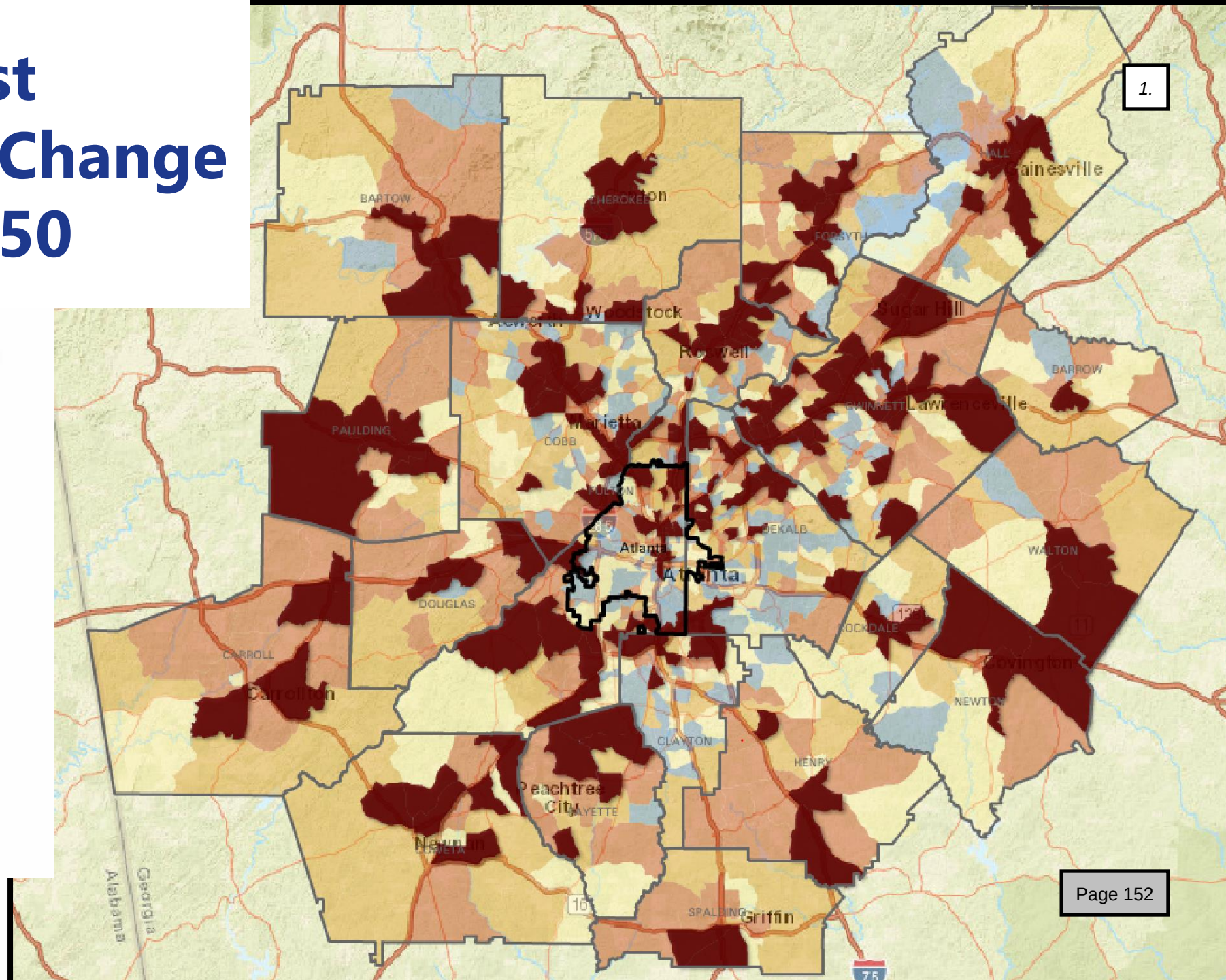
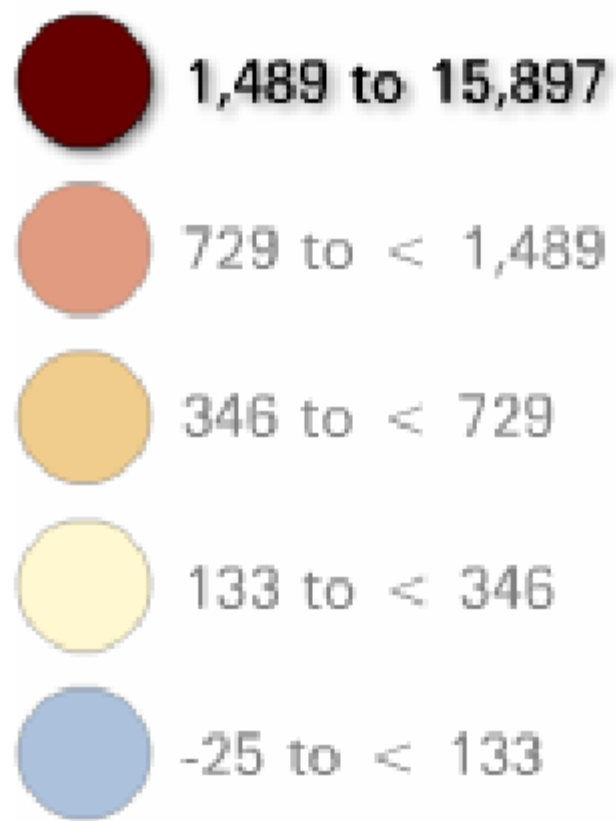
	1999	2000	2005	2010	2012	2015	2016	Change 2012-2016
Fulton	738,857	774,260	728,817	699,770	727,827	791,754	818,587	90,760
Gwinnett	277,602	289,283	311,658	295,151	304,867	338,504	350,901	46,034
Cobb	299,925	299,009	319,992	311,294	321,280	347,094	356,258	34,978
Clayton	120,648	123,315	97,132	92,938	94,097	127,706	128,023	33,926
DeKalb	324,834	333,790	297,355	269,061	276,977	292,187	300,933	23,956
Chatham	112,247	116,292	123,333	116,723	122,734	133,841	142,207	19,473
Hall	56,846	61,798	68,379	66,616	68,188	78,313	80,321	12,133
Forsyth	35,827	39,472	53,936	58,083	64,414	74,073	76,037	11,623
Cherokee	28,509	31,643	41,559	40,138	44,127	51,162	52,508	8,381
Henry	25,790	29,180	42,683	46,835	48,454	52,087	56,285	7,831
Jackson	11,599	12,379	14,943	16,383	17,442	20,368	23,968	6,526
Coweta	23,510	25,372	27,665	28,749	29,464	34,749	35,562	6,098
Troup	31,541	32,181	31,623	28,631	32,734	37,493	38,680	5,946
Clarke	58,129	59,775	62,106	62,617	62,322	65,960	67,963	5,641
Whitfield	61,921	65,621	62,859	52,306	52,052	55,239	57,081	5,029
Columbia	18,147	20,329	25,895	26,849	27,210	30,231	31,551	4,341
Newton	16,623	17,941	17,102	20,403	19,737	23,327	24,070	4,333
Floyd	37,486	38,325	38,151	34,062	31,975	35,929	36,041	4,066
Burke	6,630	6,815	6,444	6,232	6,776	7,204	10,736	3,960
Fayette	29,974	31,146	32,886	36,566	37,428	39,649	41,293	3,865
Douglas	28,204	30,394	32,340	36,984	37,756	40,580	41,582	3,826
Glynn	32,873	32,987	35,548	32,744	31,805	32,710	35,074	3,269
Paulding	11,130	12,438	16,683	19,064	19,664	21,991	22,833	3,169
Carroll	31,384	31,518	43,351	36,956	35,217	37,935	38,346	3,129

Forecast Employment Change 2015-2050



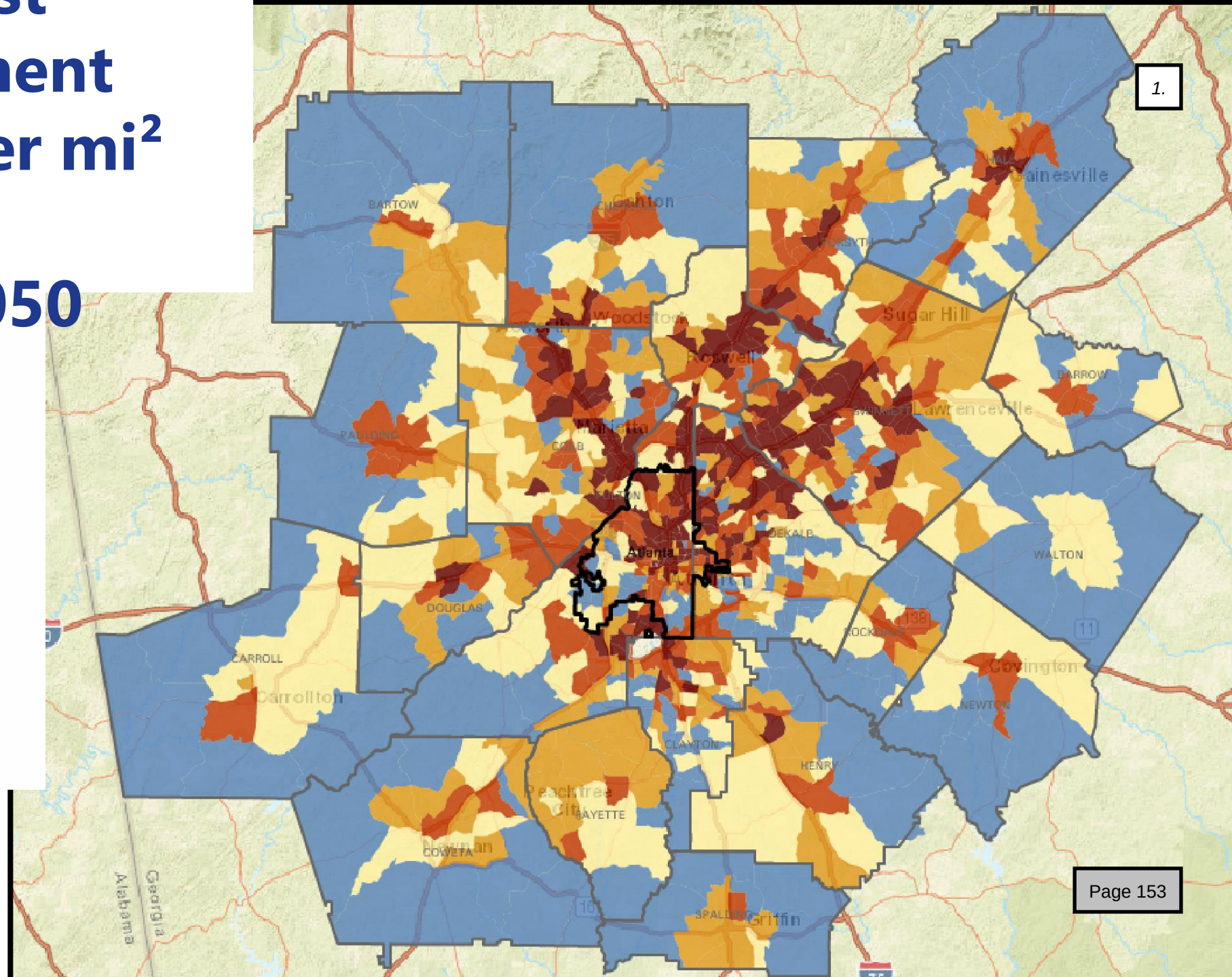
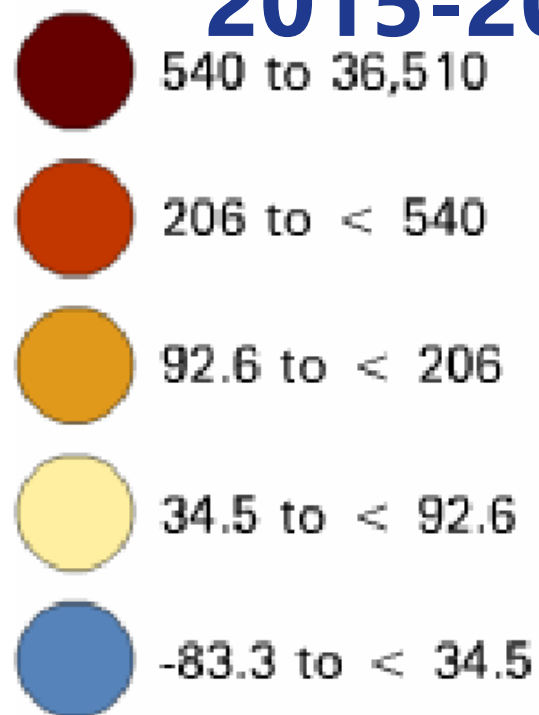
Source: ARC *The Region's Plan*
Forecast (2019) Series 16 DRAFT

Forecast Employment Change 2015-2050

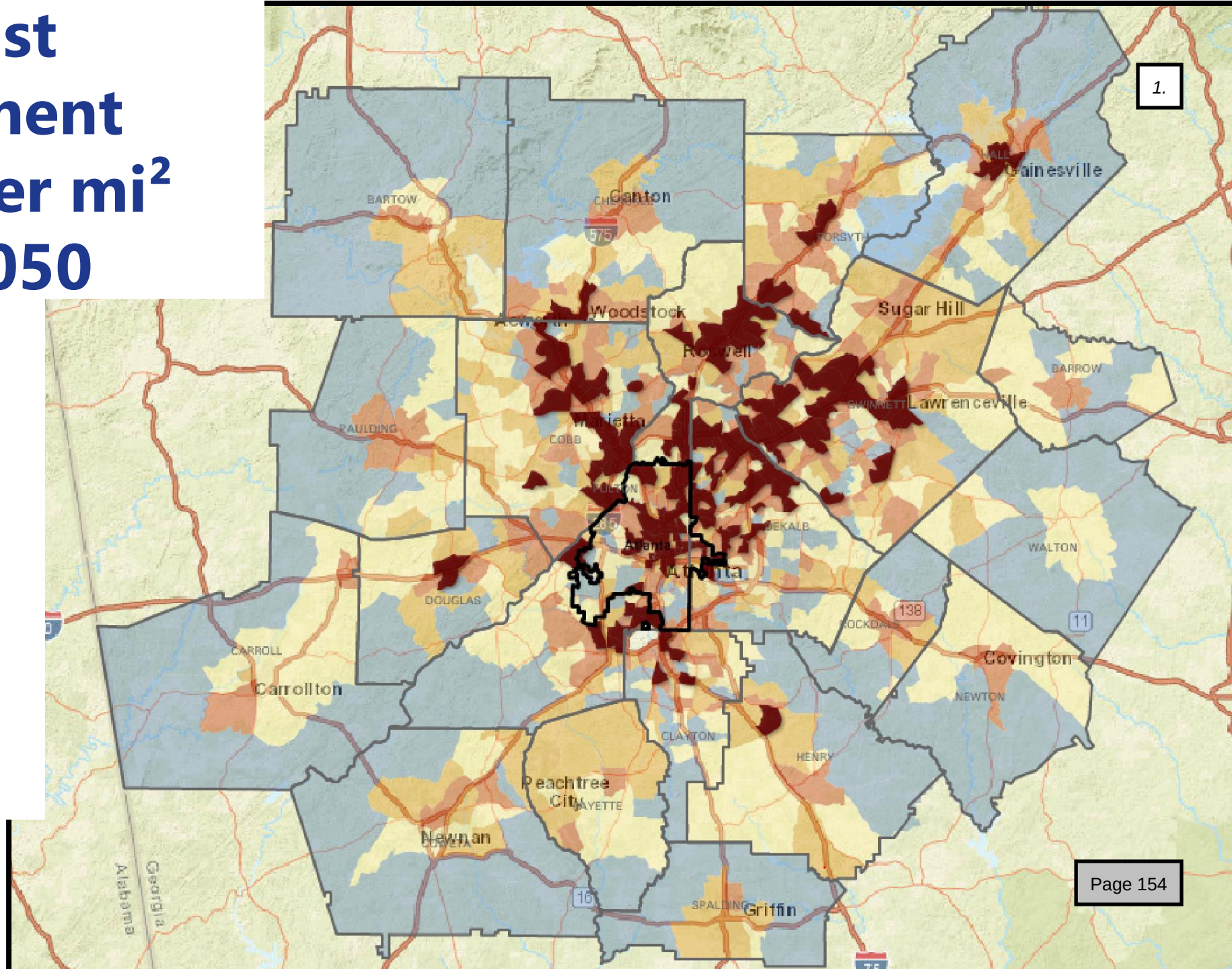
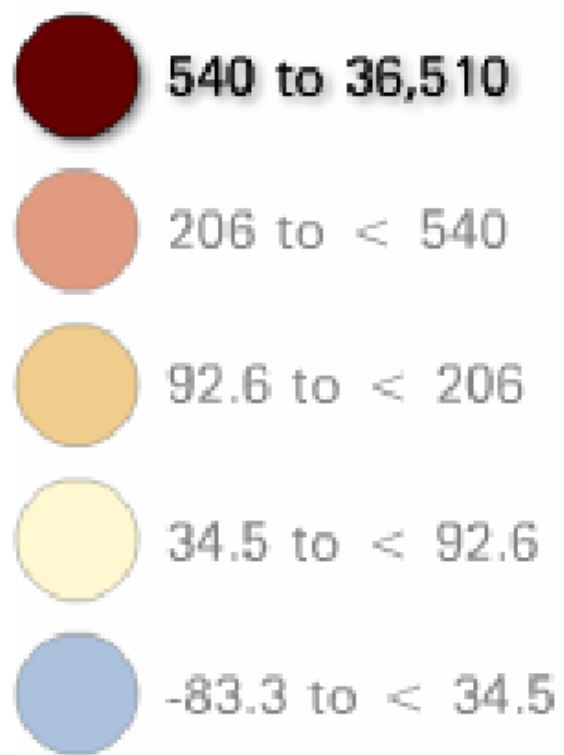


Forecast Employment Change, per mi² Mile

2015-2050



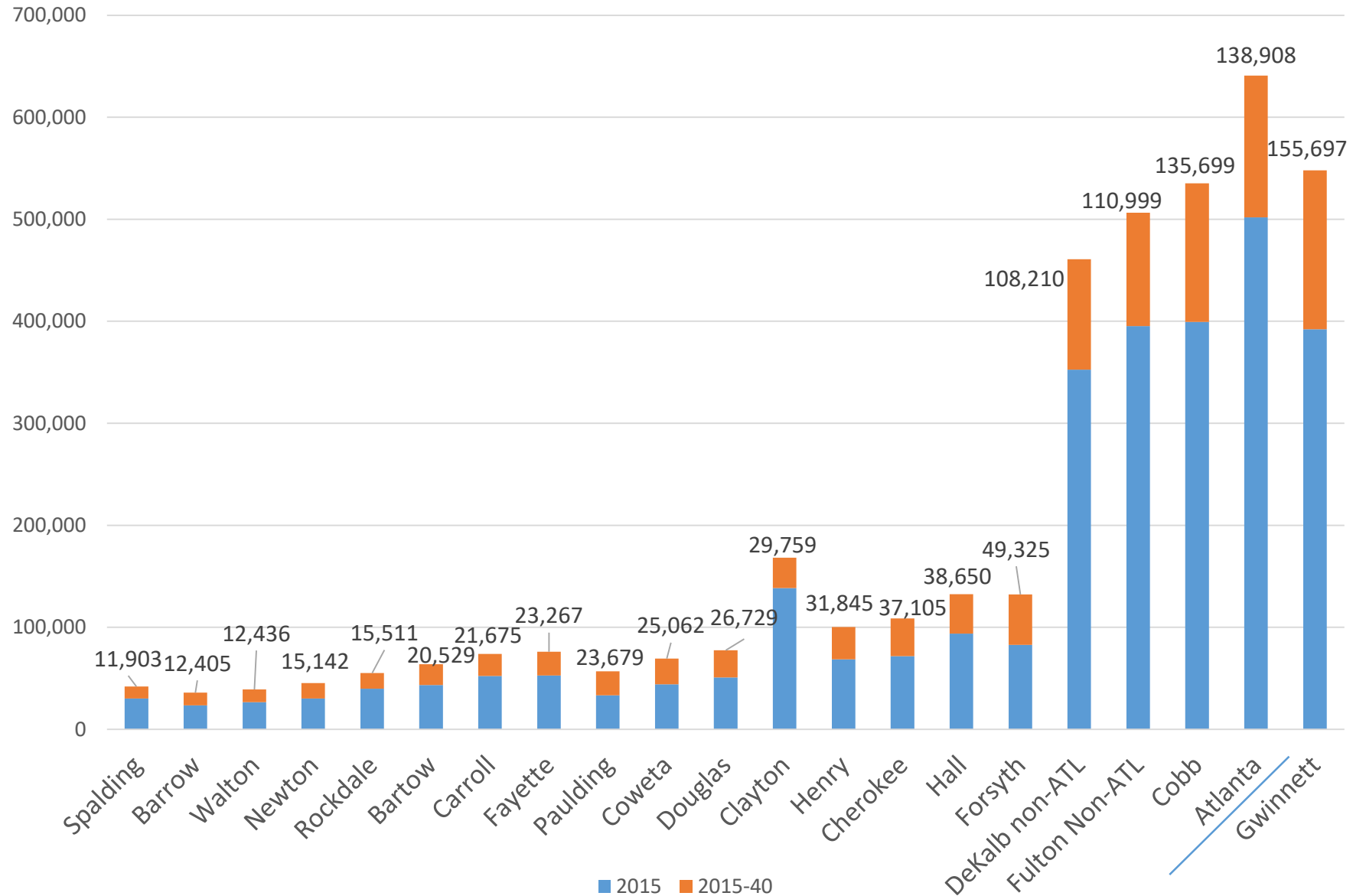
Forecast Employment Change, per mi² 2015-2050



Source: ARC *The Region's Plan*
Forecast (2019) Series 16 DRAFT

2015 AND 2015-2040 EMPLOYMENT CHANGE

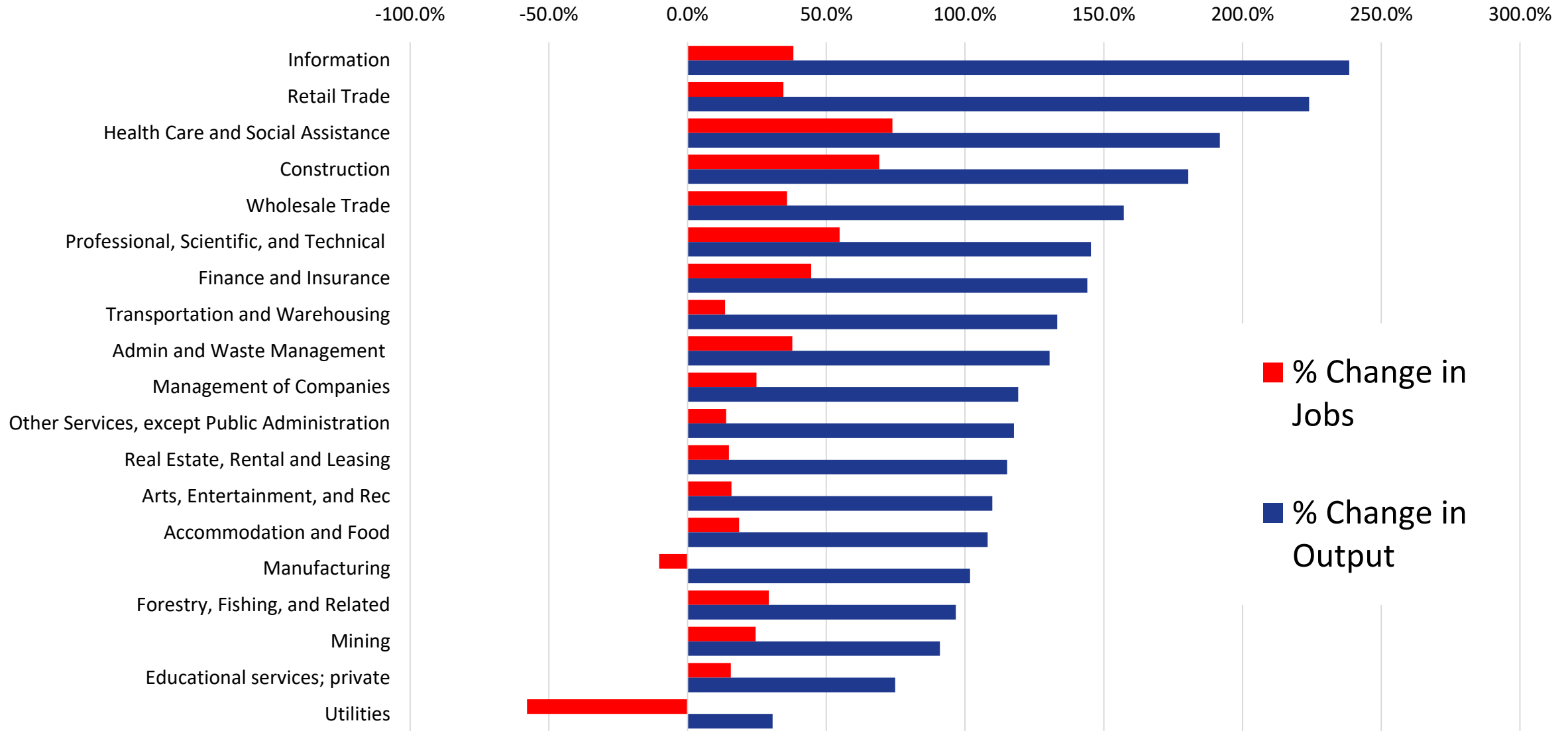
1.



Source: ARC Forecasts, series 15

Percent Change in Output and Jobs, 2015-2050

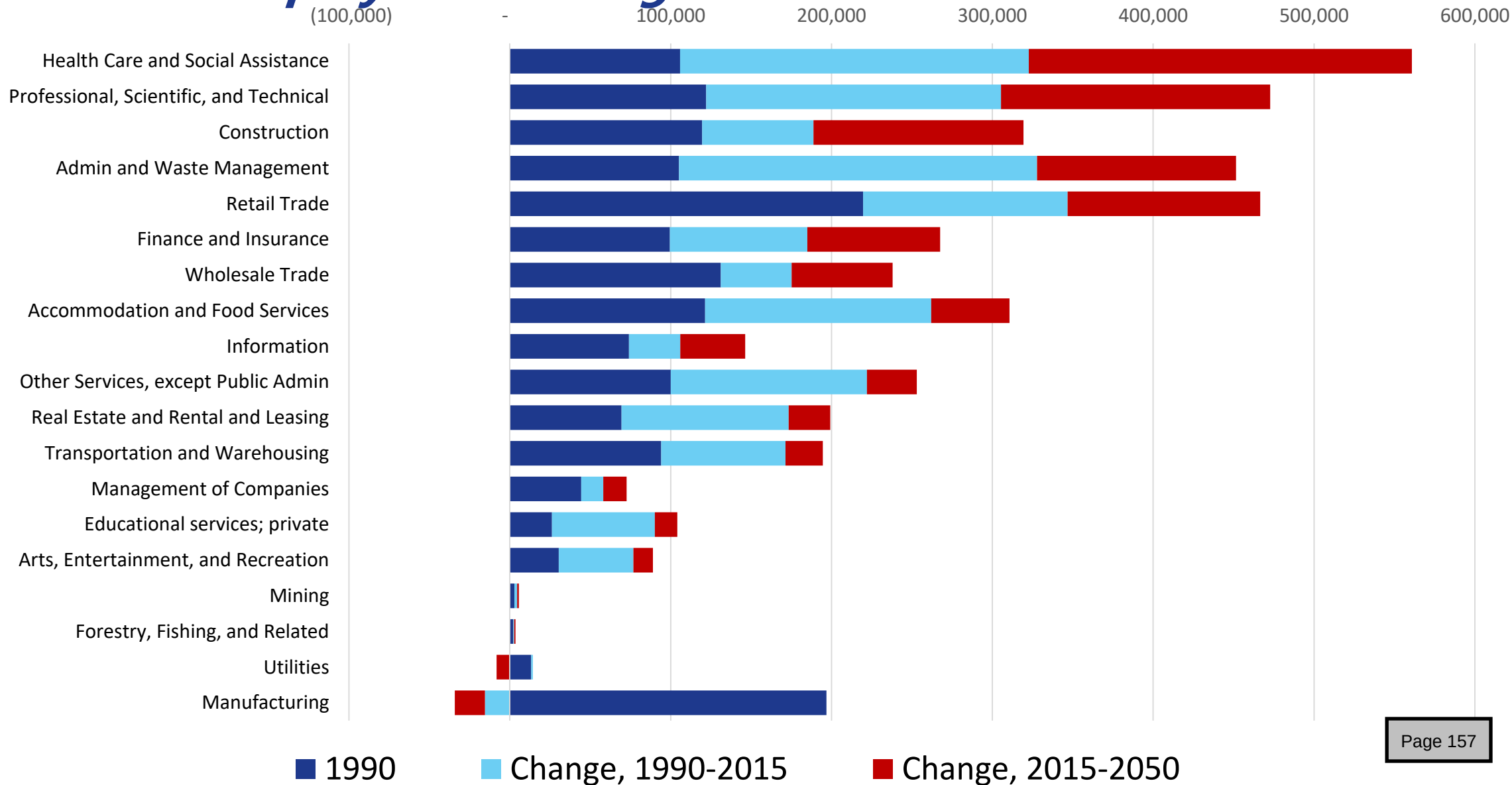
1.



Employment Forecast

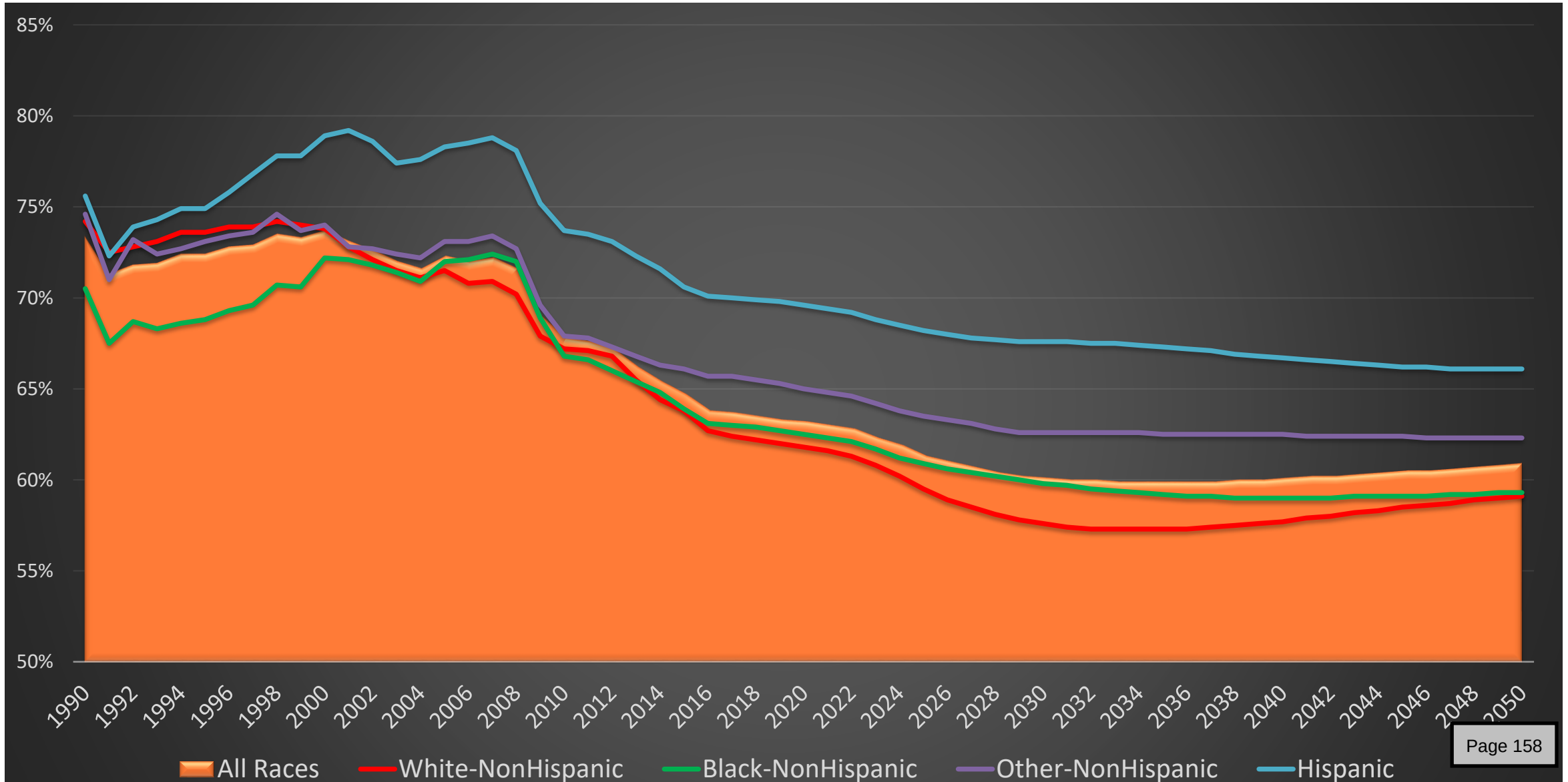
60 Years of Employment Change – 1990-2050 NAICS Sectors

1.



Labor Force Participation Rate 1990-2050

1.



Questions?



<http://www.atlantaregional.org/>



<http://33n.atlantaregional.com/>



<http://www.neighborhoodnexus.org/>

Mike Alexander, AICP
Director, Center for Livable Communities
Atlanta Regional Commission
malexander@atlantaregional.com

Download Link





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: DISCUSSION

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

Department: Planning and Development

Date of Meeting: Wednesday, October 16, 2019

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

Presented By: Todd Hargrave

Department Recommendation: Denial

Planning Commission Recommendation: Table to the October 14, 2019 meeting

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

Attachments/Exhibits:

RZR2019-00003 & SUP2019-00019 Report
RZR2019-00003 & SUP2019-00019 Attachments

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

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

ZONING HISTORY:

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

PROJECT DATA:

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

The applicant proposes to construct a 116-townhouse community with associated amenities, driveways and parking. The development would consist of attached townhomes with a maximum of eight units in each building. They would provide on-street parking. Rear entry units would have access to the public street via the required alley. The applicant proposes one-car garages, which do not meet the minimum two-car garage requirement. The zoning district requires 22-foot wide units. Per the letter of intent, all units would be 20 feet wide, which does not meet the minimum requirements. Additionally, in lieu of all units having views to community open spaces, the applicant intends to provide a pool and cabana towards the entrance and common areas that may be considered pocket parks throughout the development. The site plan indicates that there would be one stormwater management area on the southeast corner of the property, and a proposed undisturbed common area on the north end of the property. The entrance to the development would have an acceleration lane and deceleration lane that may need additional review by the Engineering Department. Additionally, the side setback shown in the site plan is not consistent with the dimensional requirements in the RM-8 zoning district. The proposed development may require multiple variances if approved as submitted to the Planning and Development Department on August 5, 2019.

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

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

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

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

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

All Development Regulations must be met.

ELECTRIC DEPARTMENT

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

The developer will have to sign an underground service agreement.

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

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

GAS DEPARTMENT

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

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

WATER DEPARTMENT

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

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

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

CODE ENFORCEMENT

No Comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZR2019-00003:

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

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

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00019:

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

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

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>TPA Acquisitions 1, LLC c/o Mahaffey Pickens Tucker, LLP</u>	NAME: <u>Multiple--see attached</u>
ADDRESS: <u>1550 North Brown Road, Suite 125</u>	ADDRESS: _____
CITY: <u>Lawrenceville</u>	CITY: _____
STATE: <u>Georgia</u> ZIP: <u>30043</u>	STATE: _____ ZIP: _____
CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RM-12</u> REQUESTED ZONING DISTRICT: <u>RM-8</u>	
PARCEL NUMBER(S): <u>5174 027</u> ACREAGE: <u>+/-14.48</u>	
ADDRESS OF PROPERTY: <u>138 Paper Mill Road</u>	

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE



DATE

RZR2019-00003

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LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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TPA Acquisitions 1, LLC c/o Mahaffey NAME: <u>Pickens Tucker, LLP</u>	NAME: <u>Multiple—see attached</u>
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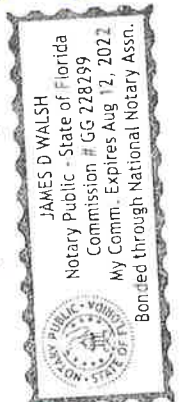
Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

Jennifer M. Bird
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE



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SUP 2019-00



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Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

Patricia A. Kennedy

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

Amanda Mosley 7/25/19

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Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

Debra L. Cagle

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

Amanda Masley 7/25/19

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SUP2019-00018



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Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

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

Williams David Cale
TYPED OR PRINTED NAME

Amanda Masley 7/25/19
NOTARY PUBLIC DATE



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8/2019-0



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CONTACT PERSON: <u>Shane Lanham</u> PHONE: <u>770 232 0000</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RM-12</u> REQUESTED ZONING DISTRICT: <u>RM-8</u>	
PARCEL NUMBER(S): <u>5174 027</u> ACREAGE: <u>+/-14.48</u>	
ADDRESS OF PROPERTY: <u>138 Paper Mill Road</u>	

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

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

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

TYPED OR PRINTED NAME

Amanda Mosley 7/25/19
NOTARY PUBLIC DATE



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

R2R2019-00003
SUP2019-00003

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

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

*Of Counsel

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

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

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

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

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

Respectfully submitted this 1st day of August, 2019.

MAHAFFEY PICKENS TUCKER, LLP



Shane M. Lanham

Attorneys for Applicant

PROPERTY DESCRIPTION

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

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

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

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

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

20' REAR ENTRY, SINGLE CAR GARAGE TOWNHOME



Front Elevation A



Front Elevation B



Front Elevation C



Front Elevation D

20' FRONT ENTRY, SINGLE CAR GARAGE TOWNHOME

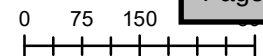




The City of Lawrenceville
Planning & Development
**Aerial Map and
Surrounding Area**
File # RZR19-00003
File # SUP19-00019
Applicant:
TPA Acquisitions 1, LLC c/o
Mahaffey Pickens Tucker, LLP

Legend

-  Subject Property
-  Roads
-  Parcels





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

Legend

Subject Property

Roads

Parcels

ZONING

BG

ON

OI

LM

RM-12

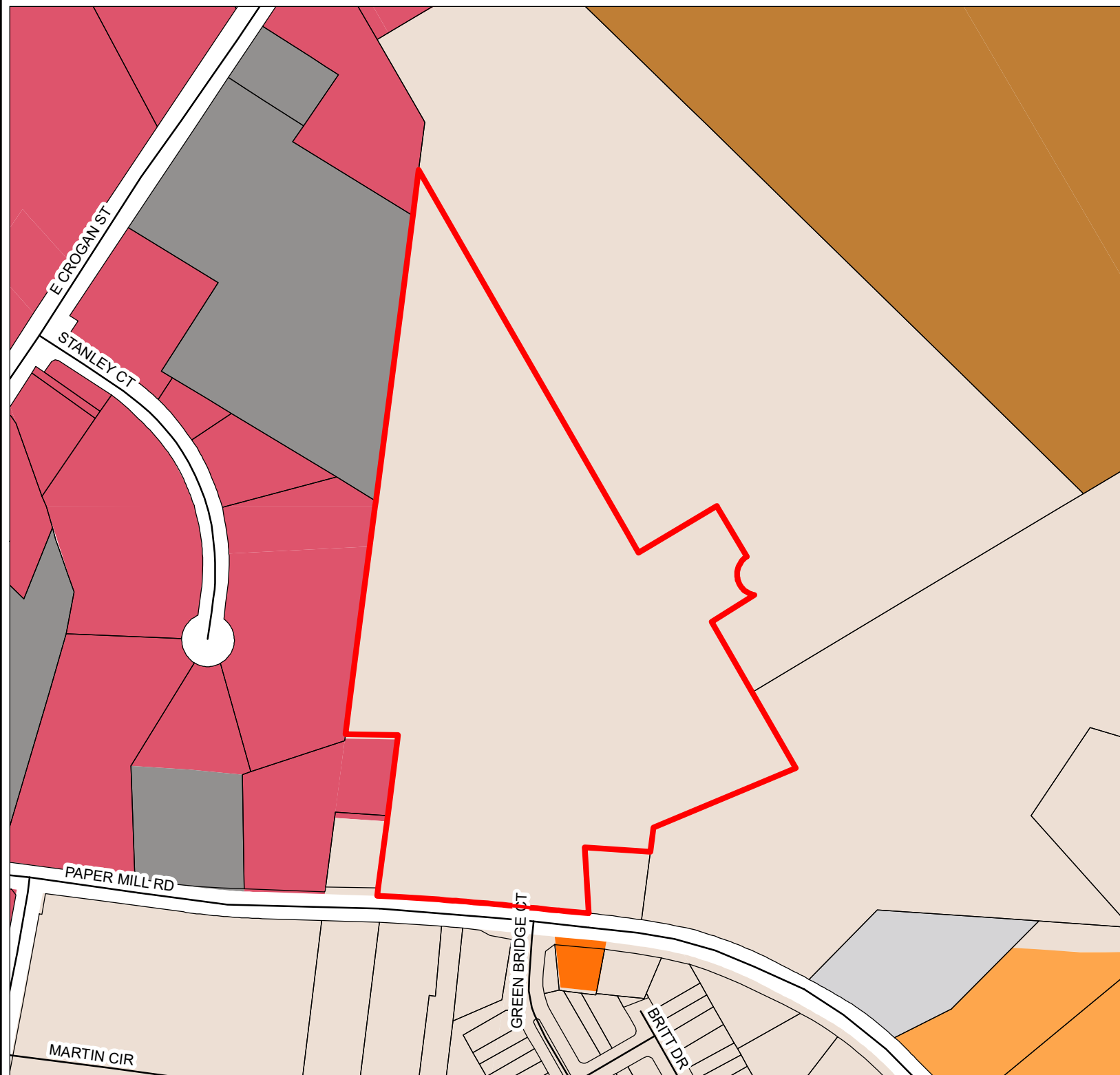
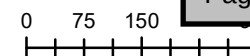
RM-M

RS150

RS60



Page 183





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: DISCUSSION

Item: RZC2019-00009; Sam Sims; 330 Buford Drive

Department: Planning and Development

Date of Meeting: Wednesday, October 16, 2019

Applicant Request: Rezoning from RM-12 to BG

Presented By: Todd Hargrave

**Department
Recommendation:** Approval with Conditions

**Planning
Commission
Recommendation:**

Summary: The applicant requests the rezoning of an approximately 0.22-acre parcel from RM-12 to BG (General Business District) to use the existing structure as a hair salon. The subject property is located along the western right-of-way of Buford Drive, just south of its intersection with the North Clayton Street and Industrial Park Drive intersection.

Attachments/Exhibits:

RZC2019-00009 Report
RZC2019-00009 Attachments

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

CASE NUMBER	RZC2019-00009
APPLICANT	SAM SIMS
CONTACT	KIM WATKINS
PHONE NUMBER	678.200.8821
ZONING CHANGE	RM-12 TO BG
LOCATION	330 BUFORD DRIVE
PARCEL ID	R5176 099
ACREAGE	0.22
SQUARE FEET	9,500
EXISTING DEVELOPMENT	HAIR SALON
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY

Prior to 1987, the subject property was zoned RM (Residential Multifamily District). The property has been zoned RM-12 (GENERAL RESIDENCE, 3,600 SQUARE FOOT DISTRICT*), since 1987.

PROJECT DATA

The applicant requests the rezoning of an approximately 0.22-acre parcel from RM-12 to BG (General Business District) to use the existing structure as a hair salon. The subject property is located along the western right-of-way of Buford Drive, just south of its intersection with the North Clayton Street and Industrial Park Drive intersection. The property is currently developed with one building and parking at the rear of the property.

The 2040 Comprehensive Plan indicates the property lies within the College Corridor Character Area. This character area encourages the development of neighborhood-level services intended to support potential growth within the corridor. The proposed rezoning could be compatible with the intent of the 2040 Comprehensive Plan, which is to provide services and housing that appeal to those wanting to live along the proposed College Corridor.

The area surrounding consists of a variety of commercial, multifamily residential and industrial uses. Nearby properties along and across Buford Drive are developed with

automobile-related services, bail bond services and industrial uses located beyond the corridor. To the north is a vacant undeveloped property zoned BG. To the west is a BG zoned property, currently used for legal nonconforming residential purposes. To the south are vacant undeveloped properties zoned RM-12 and BGC (Central General Business District). To the east, across Buford Drive, are commercial and industrial uses. If properly conditioned, the request for rezoning to allow the use of a hair salon could be consistent with the established zoning pattern in the immediate area, and more importantly consistent with the intent of the long-range plans for the Buford Drive corridor.

In conclusion, the property has been used as various legal non-conforming commercial uses over the years and if approved, the request could bring the site into compliance with the City's regulations and may become compatible with the intent of the policies of the 2040 Comprehensive Plan. Given the aforementioned factors, the Planning and Development Department recommendation is for **APPROVAL WITH CONDITIONS** of this request.

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

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

The City has 12-inch ductile iron water main on Buford Drive at this location and water can be supplied.

CODE ENFORCEMENT

In 2014, the subject property was cited for illegal signage and parking on an unpaved surface.

In 2016, the subject property was cited for a prohibited use (outdoor storage).

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

Approval as BG (General Business District) subject to the following enumerated conditions:

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

1. To allow uses permitted in the BG Zoning District.
2. Provide and maintain a 10-foot enhanced buffer along all property lines. Sparsely vegetated area shall be enhanced.
3. The existing structure shall be brought into compliance with the minimum building codes as set by Article VIII of the Zoning Ordinance and Article VII of the Development Regulations.
4. All parking and driveway surfaces shall be paved and striped to City standards.
5. The property shall have a 10-foot wide landscape strip along the right-of-way fronting Buford Drive except for ingress and egress in compliance with Article VIII of the Development Regulations and subject to the review and approval by the Director of Planning and Development.
6. A five-foot sidewalk shall be installed along Buford Drive.
7. Window signage (signs displayed on the interior or exterior of the business storefront windows) shall be prohibited, except for open/closed signs or required by the city, state or federal law. Flashing or blinking signs and exposed neon or LED signs shall be prohibited. Exposed or visible lighting strips mounted on the building or around window frames shall be prohibited.
8. No tents, canopies, temporary banners, streamers or roping decorated flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No balloons hot air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
9. Lighting shall be contained in cut-off type luminaries and shall be directed in towards the property so as not to shine directly into adjacent properties or right-of-ways.
10. Peddlers and/or parking lot sales shall be prohibited.
11. Outdoor storage shall be prohibited.
12. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.

13. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.
14. Outdoor storage and overnight parking shall be prohibited.

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

1. **What are the existing uses and zoning of nearby property?**
SEE PAGE 2.
2. **What is the extent to which the property values are diminished by the particular zoning restrictions of the current zoning?** *None.*
3. **What is the extent to which the destruction of property values of the plaintiffs promotes the health, safety, morals or general welfare of the public?** *None*
4. **What is the relative gain to the public, as compared to the hardship imposed upon the individual property owner?** *The proposed zoning change will remove a zoning district inconsistent with current regulations and bring a legal non-conforming use into conformity.*
5. **What is the suitability of the subject property for its current zoning?** *It is suitable.*
6. **What is the suitability of the subject property for the proposed zoning?** *It is suitable.*
7. **How long has the property been vacant as zoned considered in the context of land development in the area in the vicinity of the property?** *NA*
8. **How does the property conform with or diverge from the Land Use Plan or other applicable local, state laws and ordinances?** *The property is at a location that helps to transition from higher intensity uses to lower intensity uses, such as residential.*
9. **What is the availability of adequate sites for the proposed use in districts that permit such use?** *Other commercially-zoned sites are available in the city.*
10. **What is the suitability of the site for the proposed use relative to the requirements set forth in the zoning ordinance (such as off-street parking, setbacks, buffer zones and open space)?** *Their current and proposed use is a hair salon.*



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>SAM SIMS</u>	NAME: <u>SAM SIMS</u>
ADDRESS: <u>840 WINNBROOK DR.</u>	ADDRESS: <u>840 WINNBROOK DR.</u>
CITY: <u>Dacula</u>	CITY: <u>Dacula</u>
STATE: <u>GA.</u> ZIP: <u>30019</u>	STATE: <u>GA.</u> ZIP: <u>30019</u>
CONTACT PERSON: <u>KIM WATKINS</u> PHONE: <u>678-200-8821</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>RM12</u> REQUESTED ZONING DISTRICT: <u>BG</u>	
PARCEL NUMBER(S): <u>R5179099</u> ACREAGE: <u>0.20</u>	
ADDRESS OF PROPERTY: <u>330 Buford Drive</u>	

Sam B. Sims
SIGNATURE OF APPLICANT DATE

SAM B. SIMS
TYPED OR PRINTED NAME

Jodi Peacock 9-4-19
NOTARY PUBLIC DATE

JODI PEACOCK
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires May 7, 2022

Sam B. Sims
SIGNATURE OF OWNER DATE

SAM B. SIMS
TYPED OR PRINTED NAME

Jodi Peacock 9-4-19
NOTARY PUBLIC DATE

JODI PEACOCK
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires May 7, 2022

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

PZC2019-00009

Date:

9-9-19

To: City of Lawrenceville Department of Planning and Development

This letter of intent is hereby submitted by Sam Sims, owner of the property located at 330 Buford Drive Lawrenceville GA 30046.

This application for rezoning is to bring the property into compliance for its current use. There will be no changes to the current condition of the property.

The applicant is requesting approval of the application so that the current tenant can continue to operate his hair salon business with no disruption to his livelihood.

Respectfully submitted,



Sam Sims

48487
00161

BK 48487 PG 0161

EXHIBIT "A"

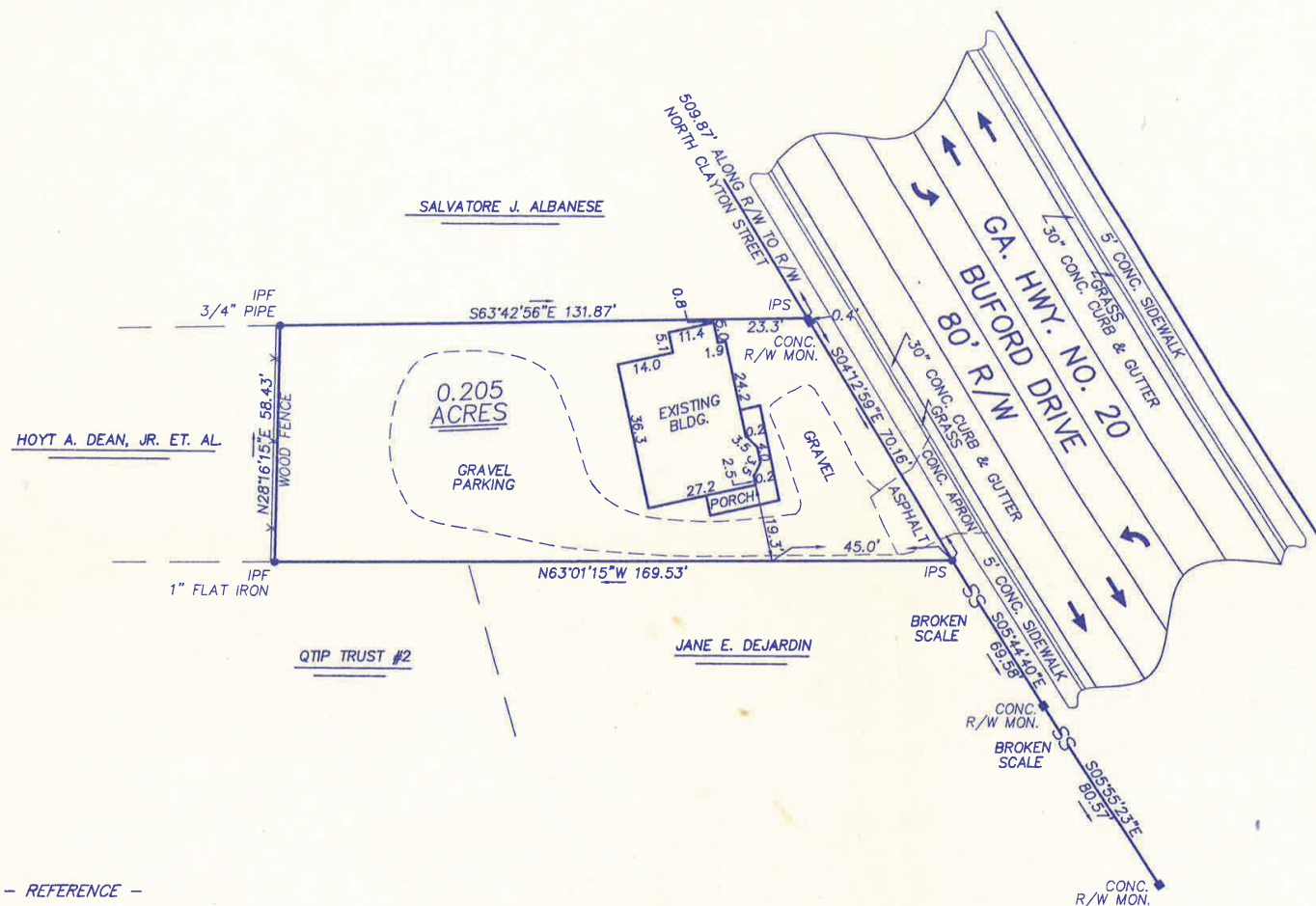
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 176, 5TH LAND DISTRICT, CITY OF LAWRENCEVILLE, STATE OF GEORGIA AND BEING SHOWN AS A 0.205 ACRE TRACT OF LAND ON PLAT OF SURVEY FOR SAM SIMS BY W. T. DUNAHOO, GEORGIA R.L.S. NO. 1577 DATED NOVEMBER 28, 2007 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE TRUE POINT OF BEGINNING, BEGIN AT THE POINT WHERE THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY NO. 20 (80 FOOT R/W) INTERSECTS THE SOUTHERLY RIGHT-OF-WAY OF NORTH CLAYTON STREET; PROCEED THENCE IN A SOUTHERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY OF GEORGIA HIGHWAY NO. 20, 509.87 FEET TO AN IRON PIN SET AND THE TRUE POINT OF BEGINNING; PROCEED THENCE SOUTH 04 DEGREES 12 MINUTES 59 SECONDS EAST 70.16 FEET TO AN IRON PIN SET; THENCE NORTH 63 DEGREES 01 MINUTES 15 SECONDS WEST 169.53 FEET TO AN IRON PIN FOUND; THENCE NORTH 28 DEGREES 16 MINUTES 15 SECONDS EAST 58.43 FEET TO AN IRON PIN FOUND; THENCE SOUTH 63 DEGREES 42 MINUTES 56 SECONDS EAST 131.87 FEET TO THE IRON PIN SET AND THE TRUE POINT OF BEGINNING. BEING PROPERTY KNOWN AS 330 BUFORD DRIVE, LAWRENCEVILLE, GEORGIA.

A TOPCON GTS-2B TOTAL STATION was used to obtain the linear and angular measurements used in the preparation of this plat.

The field data upon which this plat is based has a closure precision of one foot in 21,000 feet and an angular error of 2 per angle point and was adjusted using the compass rule.

This survey has been calculated for closure and is found to be accurate within one foot in >34,402 feet.

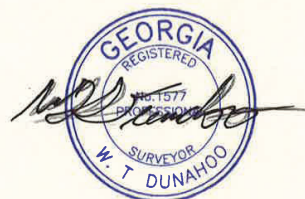


— REFERENCE —

BOUNDARY SURVEY FOR JAMES H. MAUGHON BY HAYES, JAMES & ASSOCIATES
DATED 01-05-1987
DWELLING IS NOT LOCATED IN A FLOOD HAZARD AREA.



IPF— IRON PIN FOUND
IPS— IRON PIN SET — 1/2" OPEN TOP



SURVEY FOR		STATE OF GEORGIA		
SAM SIMS		LAND LOT 176 5TH DIST.		
CITY	GMD	COUNTY	SCALE	DATE
LAWRENCEVILLE		GWINNETT	1"=30'	11-28-07
W. T. DUNAHOO AND ASSOCIATES				
P.O. BOX 183		(770) 887-3971		WINDER, GEORGIA 30680

P2C2019-00009

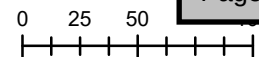


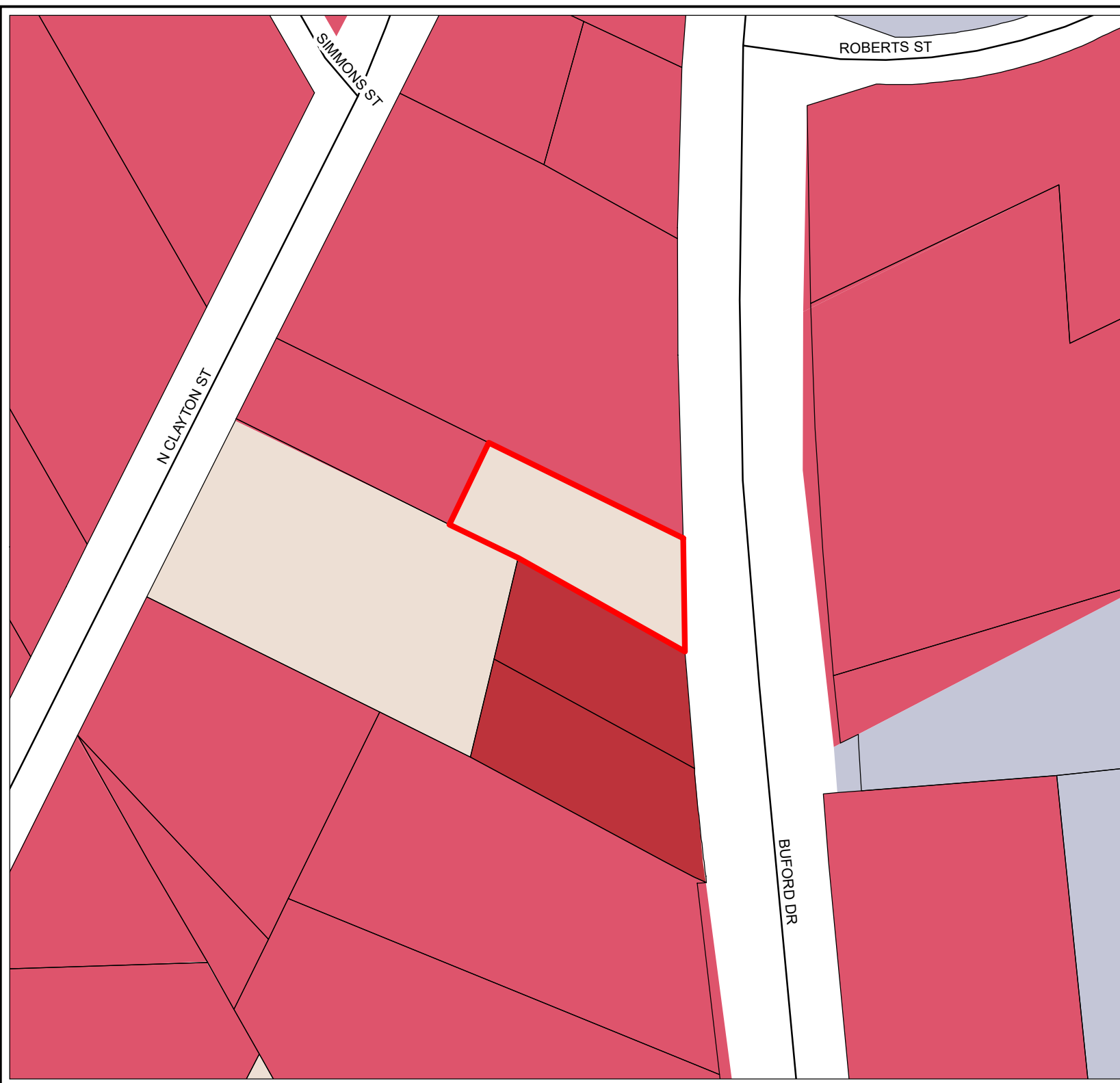
The City of Lawrenceville
Planning & Development
**Aerial Map and
Surrounding Area**
File # RZC19-00009

Applicant: Sam Sims

Legend

-  Subject Property
-  Roads
-  Parcels





The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # RZC2019-00009

Applicant: Sam Sims

Legend

Subject Property

Roads

Parcels

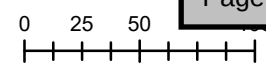
ZONING

BG

BGC

LM

RM-12





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: DISCUSSION

Item: SUP2019-00020; 323 East Crogan; Bryan Mathews

Department: Planning and Development

Date of Meeting: Wednesday, October 16, 2019

Applicant Request: Special Events Facility

Presented By: Todd Hargrave

Department Recommendation: Approval with Conditions

Planning Commission Recommendation:

Summary: The applicant is requesting a Special Use Permit to allow a Special Events Facility as part of a proposed commercial retail development.

Attachments/Exhibits:

SUP2019-00020 Report

SUP2019-00020 Attachments

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

CASE NUMBER	SUP2019-00020
APPLICANT	WILLIAM B. MATHEWS
CONTACT	BRYAN MATHEWS
PHONE NUMBER	404.308.5669
ZONING CHANGE	-
LOCATION	323 EAST CROGAN STREET
PARCEL ID	R5178 032
ACREAGE	1.69
PROPOSED DEVELOPMENT	SPECIAL EVENTS FACILITY

DEPARTMENT RECOMMENDATION APPROVAL WITH CONDITIONS

ZONING HISTORY: The property has been zoned BG (General Business District) since 1985.

PROJECT DATA:

The applicant is requesting a Special Use Permit to allow a Special Events Facility as part of a proposed commercial retail development. The property is a 1.69-acre parcel, zoned BG (General Business District), located along the southern right-of-way of East Crogan Street, just east of Stanley Court. The property is undeveloped and consists of a single vacant structure and wooded areas.

The applicant is proposing to construct a commercial building with an upper and lower level, associated driveways and parking. The proposed development would include a grocery store, restaurant, and various retail uses. The proposed Special Events Facility would be located on the lower level, providing services for wedding receptions, seminars, holiday events, and business meetings. Stairwells, elevators and lift platforms for access to the lower level are proposed as part of this development. Access to the property would be provided via a proposed curb-cut along East Crogan Street. All associated parking would be located in front of the building.

The 2040 Comprehensive Plan and Future Development Map indicate the property is within the Neighborhood Mixed Use Character Area. Policies for this area are intended to provide walkability and services for nearby existing residential uses. Therefore, the proposed Special

Use Permit may result in a development and use considered consistent with the intent of the 2040 Comprehensive Plan.

In conclusion, the requested Special Use Permit for a Special Events Facility, at a proposed commercial development, may provide a center for local services, providing walkable connectivity, for nearby residential uses along the East Crogan Street corridor. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of this request.

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

No comment.

ELECTRIC DEPARTMENT

Three-phase and single-phase electric power is available at this location.

The customer will be required to pay a contribution-in-aid-to construction for the electric material and installation.

The cost will be determined once the transformer size is identified.

GAS DEPARTMENT

The gas department currently has a gas main in front of this location on the right-of-way that has ample capacity to serve the mentioned project. If gas is needed the applicant will need to fill out a tap application on the gas department's section of the City's website and give gas load requirements for sizing of equipment. There may be costs associated with this, depending on load size.

WATER DEPARTMENT

The City has 12-inch ductile iron water main on East Crogan Street. Water may be supplied.

DAMAGE PREVENTION DEPARTMENT

It is the applicant's responsibility to ensure that all existing underground utilities within the limits of the work are located prior to any excavation activities. The Georgia Utility Facility Protection Act (GUFPA) mandates that before starting any mechanized digging or excavation work, you must contact Georgia 811 at least 48 hours but no more than 10 working days in advance to have utility lines marked. This law covers activities such as excavation, tunneling, grading, boring, demolition or any similar work – even on private property.

CODE ENFORCEMENT

From 2016 to 2018, nine Notice of Violations were issued for multiple violations, which includes; abandoned vehicles commercial signage, outdoor storage, parking-related issues, trash and debris, and yard sales.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00020:

Approval of Special Use Permit for a Special Events Facility subject to the following conditions:

1. The property shall be developed in general accordance with the submitted site plan, dated September 9, 2019, with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
2. No tents, canopies, temporary banners, streamers or roping decorated with flags, tinsel, or other similar material shall be displayed, hung, or strung on the site. No decorative balloons or hot-air balloons shall be displayed on the site. Yard and/or bandit signs, sign-twirlers or sign walkers shall be prohibited.
3. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
4. Peddlers and/or any parking lot sales unrelated to the Special Use shall be prohibited.
5. Outdoor storage shall be prohibited.
6. Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
7. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

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



LAWRENCEVILLE

GEORGIA

4.

SPECIAL USE PERMIT APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>William Bryan Mathews</u>	NAME: <u>Rigoberto Garcia</u>
ADDRESS: <u>P.O. Box 702</u>	ADDRESS: <u>276 E. Crogan Street</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Lawrenceville</u>
STATE: <u>Georgia</u> ZIP: <u>30046</u>	STATE: <u>Georgia</u> ZIP: <u>30046</u>
PHONE: <u>404-308-5669</u>	PHONE: <u>678-812-9306</u>
CONTACT PERSON: <u>Bryan Mathews</u> PHONE: <u>404-308-5669</u>	
CONTACT'S E-MAIL: <u>bryan.mathews_fma@charter.net</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
ZONING DISTRICT(S): <u>BG</u> ACREAGE: <u>1.69 Acres</u>	
PARCEL NUMBER(S): <u>5-178-032</u>	
ADDRESS OF PROPERTY: <u>323 East Crogan Street, Lawrenceville, Georgia 30046</u>	
PROPOSED SPECIAL USE: <u>Assembly Hall</u>	



William Bryan Mathews 6/11/2019
SIGNATURE OF APPLICANT DATE
TYPED OR PRINTED NAME

Gay Betty Bradley 6/11/19
NOTARY PUBLIC DATE
Gay Betty Bradley

Rigoberto Garcia 6-11-19
SIGNATURE OF OWNER DATE

TYPED OR PRINTED NAME

Gay Betty Bradley 6/11/19
NOTARY PUBLIC DATE
Gay Betty Bradley



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

Friday, September 06, 2019

SUP Letter of Intent

Subject Property
323 East Crogan Street
Lawrenceville GA 30046

Owner
Rigoberto Garcia
El Arcoiris Restaurant
276 East Crogan Street, Suite 102
Lawrenceville Georgia 30046
770-963-2335

Project Description / Proposed Development
Main Floor - Commercial Retail + Restaurant + Grocery Store
Lower Level - Event Hall + Private Storage
Two Story Commercial Building
Restaurant, Grocery Store and Commercial Retail Lease Spaces on the Main Level
Event Hall on the Lower Level
Tax Parcel # 5178 032
Surveyed Area 1.69-Acres
Zoning BG

The subject SUP Application is to Request Approval from the City of Lawrenceville to allow for an Event Hall Use that would apply to part of the lower level of the proposed Two-Story Commercial Building.

The Event Hall would be a private assembly space operated by the owner of El Arcoiris Mexican Restaurant. Said Restaurant will be located on the main floor above the Event Hall + Storage Area on the Lower Level. Private assembly functions such as weddings receptions, seminars, holiday events, business meetings, etc. will be the purpose of the Event Hall.

Parking and access to the lower level Event Hall and Storage Area will be provided from the main level through stairs and elevators. All parking will be on the main level parking lot out in front of the building. There will be a limited access service drive down to the lower level which is located on the east side of the proposed building. The service drive will be limited to cars, and small and medium size delivery box trucks and for utility service vehicles.

The Main Level of the building will have a 10-ft wide pedestrian service platform attached to the back of the building. The service platform will provide pedestrian service access to the main floor spaces that will have back doors that open onto the service platform. There will be stairwells, elevators and lift platforms for access to the lower level on the outside of the building.

Proposed Floor Area Breakdown
Total Gross Building Area = 29,195-sf
The Gross Main Floor Building Area = 15,660-sf
The Gross Lower Level Building Area = 13,535-sf
The Net Lower Level Event Hall Net Area = 6,150-sf
The Net Lower Level Storage Area = 7,250-sf

Ringo Abernathy & Associates

4.

The development will be served by City of Lawrenceville Utilities for Gas and Water. Sanitary Sewer will be tied onto Gwinnett County Sewer which is located out in front of the site within the R/W of East Crogan Street.

We hereby refer to our survey and proposed site plan for the subject Commercial Development project.

If any further information is needed for the subject SUP Application, please don't hesitate to contact me.

Thank you kindly for your help and consideration.

Respectfully yours,
Bryan

Bryan Mathews
Cell 404-308-5669
Email bryan.mathews_fma@charter.net
Project Manager
Ringo Abernathy & Associates
174 Dacula Road
Dacula, GA 30019
770-962-5456

Cc Rigoberto Garcia
Guy Abernathy, P.E.
Kevin Ringo, R.L.S.

Legal Description

4.

All that tract or parcel of land lying and being in Land Lots 178 & 179, 5th District, Gwinnett County, Georgia. Being more particularly described as follows.

To find the True Point of Beginning; Commence at the Point formed by the intersection of the Southerly R/W line of East Crogan Street with the Land Lot Line Between Land Lots 175 and 178. From the True Point of Beginning proceed in a clockwise direction through the following Metes and Bounds.

Proceed Thence N35d42'46.6829"E, 27.55' to a point.

Thence along an Arc to the left 173.44' to a point; said Arc having a Radius of 6,744.76' and being subtended by a Chord bearing of N 35d55'15.7847" E with a Chord Distance of 173.44' to a point.

Thence S70°44'51"E, 145.08' to a point.

Thence S45°31'44"E, 190.95' to a point.

Thence S60°30'09"W, 306.25' to a point.

Thence S59°32'54"W, 25.11' to a point.

Thence N29d26'0.0705"W, 209.32' to a point and back to the Point of Beginning.

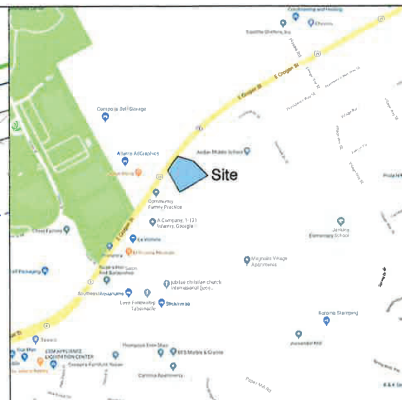
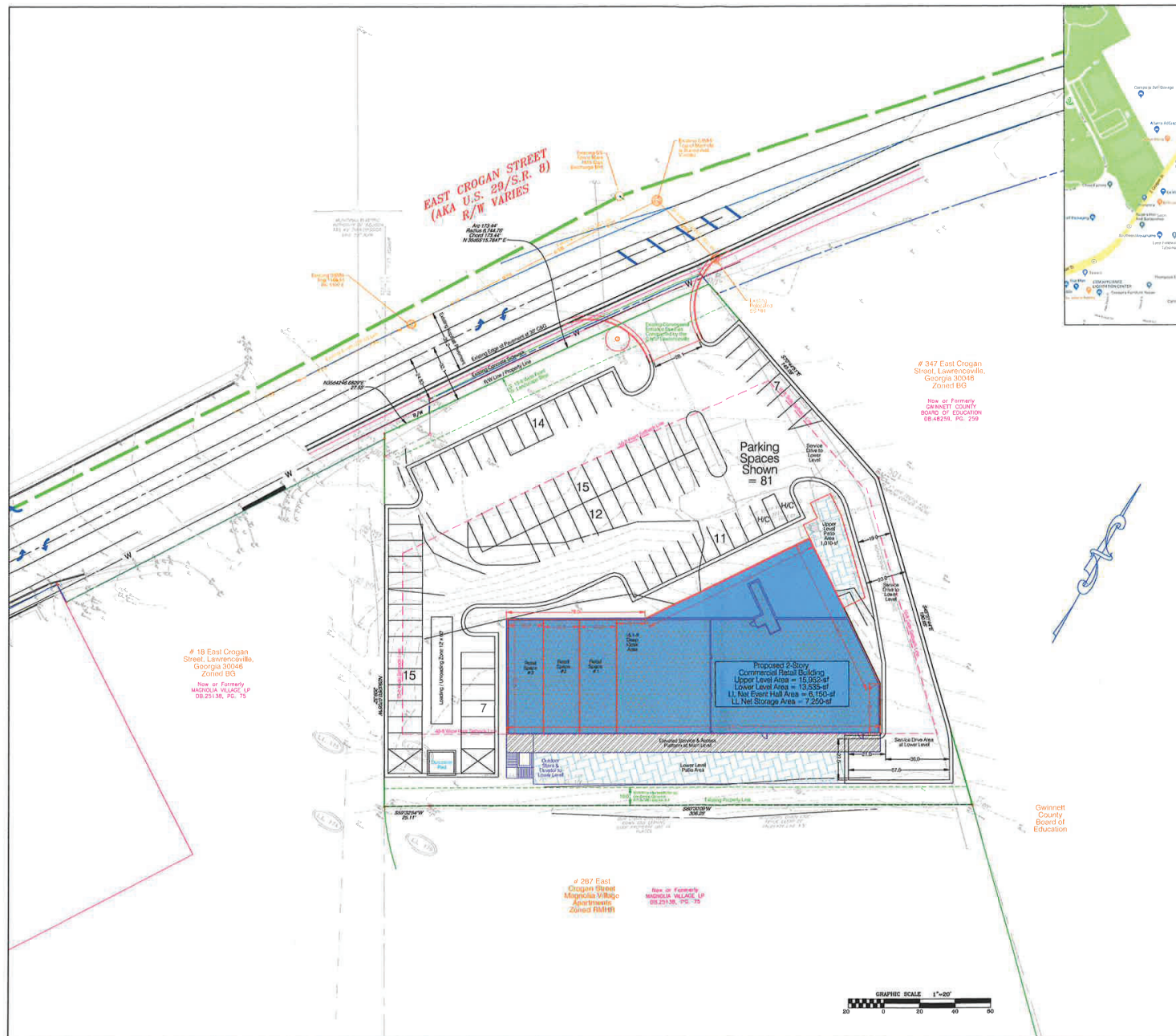
Said Parcel Contains 1.69-Acres

Parcel # 5178 032

1.69-Acres

323 East Crogan Street

Lawrenceville, Georgia 30046



Proposed Floor Area Breakdown
Total Gross Building Area = 29,167-sf
The Gross Main Floor Building Area = 15,932-sf
The Gross Lower Level Building Area = 13,335-sf
The Net Lower Level Event Hall Net Area = 6,150-sf
The Net Lower Level Storage Area = 7,250-sf

- Project Description / Proposed Development**
1. Main Floor - Commercial Retail + Restaurant + Grocery Store
 2. Lower Level - Event Hall + Private Storage
 3. Two Story Commercial Building
 4. Restaurant, Grocery Store and Commercial Retail Lease Spaces on the Main Level
 5. Event Hall on the Lower Level
 6. Tex Parcel # 5178 032
 7. Surveyed Area 1.69-Acres
 8. Zoning BG

Scale: 1-inch = 20-ft
Last Revised September 6, 2019

Site Plan # 8.4



RINGO ABERNATHY & ASSOCIATES
Professional Engineer
No. 100001101
Expires 12/31/2021



El Arcoiris Restaurant & Supercorrido

323 East Crogan Street, Lawrenceville, Georgia 30046 City of Lawrenceville
Land Lots 176 & 175, 5th District, Gwinnett County, Georgia

Sheet 1

Last Revised September 6, 2019

323 E. Crogan Street (US 29 / SR 8) - PID 05178 032 - RAA Job No. 16059



The City of Lawrenceville
Planning & Development
**Aerial Map and
Surrounding Area**
File # SUP2019-00020

Applicant: William Matthews

Legend

-  Subject Property
-  Roads
-  Parcels





The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # SUP2019-00020

Applicant: William Matthews

Legend

 Subject Property

 Roads

 Parcels

ZONING

 BG

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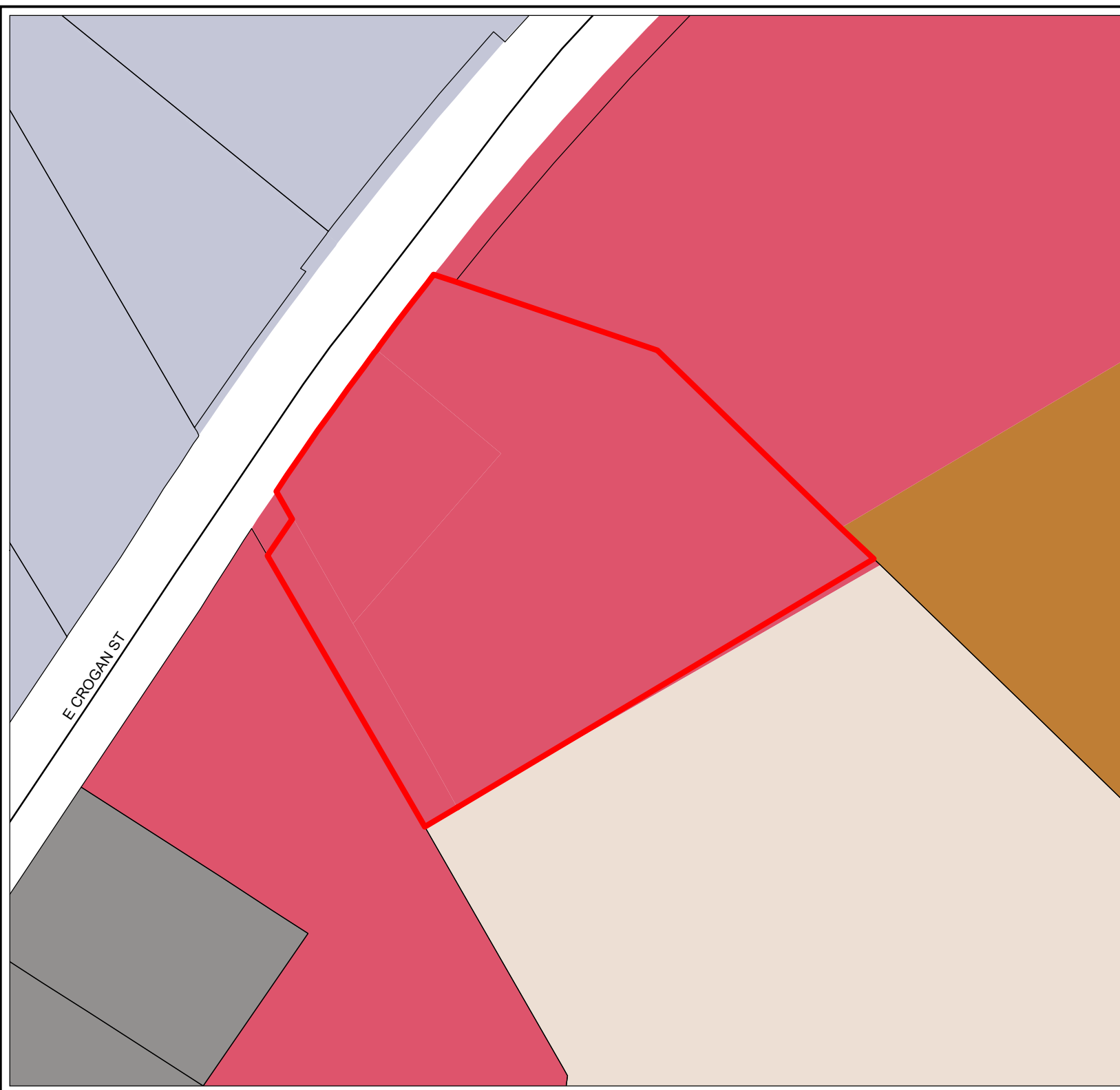
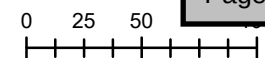
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LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: CITY COUNCIL WORK SESSION
AGENDA CATEGORY: DISCUSSION

Item: Introduction to the 2019 Zoning Ordinance Final Draft

Department: Planning and Development

Date of Meeting: Wednesday, October 16, 2019

Applicant Request:

Presented By: Todd Hargrave, Helen Appenzeller

**Department
Recommendation:** Schedule a Special Called Meeting

**Planning
Commission
Recommendation:**

Summary: Public introduction to the revised City of Lawrenceville Zoning Ordinance. A power point will be presented at the work session.

Attachments/Exhibits:



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: BOARD OF APPEALS
AGENDA CATEGORY: NEW BUSINESS

Item: Discussion about Commercial Vehicles
Department: Planning and Development
Date of Meeting: Wednesday, October 16, 2019
Presented By: Todd Hargrave

Summary: City Council to discuss Commercial Vehicle regulations in the City of Lawrenceville.

Attachments/Exhibits:
No attachments.



LAWRENCEVILLE

GEORGIA

7.

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Discussion of Regulations regarding Vape Shops, E-Scooter, and Short Term Rental
Department:	Planning and Development
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	None
Presented By:	Todd Hargrave
Action Requested:	General Discussion

Summary:

Discussion of Regulations regarding Vape Shops, E-Scooter, and Short Term Rental

Attachments/Exhibits:

Vape Regulation Memo
E-Scooter Memo
STR Memo



TO: Lawrenceville City Council

FROM: Elizabeth Griffin, Intern for Department of Planning and Development

DATE: 17 July 2019

RE: Regulation of Vape-Affiliated Products and Businesses in the City of Lawrenceville

SUMMARY OF ISSUE

This memo explores regulative options for vape shops and associated products, including:

- alternative nicotine products, which are what is traditionally thought of as “vape products”
- non-traditional tobacco paraphernalia, including but not limited to pipes, hookah, and bongs
- and unregulated synthetic marijuana/opioid substitutes, which are compounds that give the same effects as these drugs but evade Schedule I classifications (defined further in APPENDIX I: DEFINITIONS).

Examples are included from ordinances that have already been developed by the cities of Milton, Cumming, Lilburn, and Alpharetta, as well as unincorporated Forsyth and Fulton County. These cities and counties developed regulations in reaction to the abuse of these products by minors in their jurisdictions.

The City of Lawrenceville’s Code of Ordinance treats vape shops just like any other retail establishment within the city. There are currently at least three vape shops operating in the city with a business license, and countless other businesses selling these products who would not be considered vape shops.

EXAMPLES OF REGULATIONS IN OTHER CITIES

Note: None of the ordinances described below were in place before 2018, so their effectiveness remains unclear.

Prohibitions of Use

The cities of Lilburn and Milton and unincorporated Fulton County have passed ordinances prohibiting new businesses in the city that make more than 25% of their retail sales from or dedicate 25% of floor space to alternative nicotine products, effectively banning new “vape shops” entirely. Existing vape shops were grandfathered in, but if the use changes or the business closes, the use could not be continued.

Licensing and Permitting

Forsyth County created a licensing process for any business that wants to sell alternative nicotine products with an additional fee for each “line” of non-traditional tobacco paraphernalia they sell, similar to an alcohol license. This process allows the governing body to make a decision regarding the sale of these products on a case-by-case basis. It requires a background check by the Sheriff and a public hearing. The county also requires a permit for any shop that gets over 50% of its revenue from these products. The County tied this license to alcohol licenses in businesses that sell both, so that a penalty on the alternative nicotine license is also a penalty on the alcohol license. The licensing process also allows the County to regulate:

- Where businesses are located (proximity to schools, churches)



- Where in the business products are located (requirement of a “screen room” that is not accessible to minors)
- Regular inspections and enforcement of policies in these businesses by law enforcement (which is inconsistent at the state level)
- Smoking or mixing chemicals on the premises
- Regular review of the license
- ID checks and penalties for sale to minors

Banning Unregulated Synthetic Marijuana and Opioid Substitutes

These products are not only addictive, but also dangerous, so some local governments have banned them entirely. The definitions in the appendix below are copied directly from the city of Milton’s ordinance prohibiting the sale of these products. Forsyth County has used similar definitions in its ban of these products. The state law has failed to eradicate these substitutes because it defines them by their chemical compounds, which change constantly. The definitions in the appendix target the use and intent of the production and marketing of the products rather than the compounds in them.

Requirement for ID Checks

The cities of Lilburn and Milton and Forsyth County also passed ordinances requiring ID checks for the sale of any of these products. This is already required by state law, but as previously stated, inspection and enforcement responsibility on the state level is unclear. If added to local ordinances, local law enforcement can help to make sure businesses comply, and violations can be tried in municipal court.



APPENDIX I: DEFINITIONS

- A. **Alternative nicotine product:** an electronic product or device that employs an electronic heating element, power source, electronic circuit, battery, or other electronic, chemical, or mechanical means to produce a vapor that delivers nicotine to the person inhaling from the device, including e-cigarettes, e-cigars, and e-pipes, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, but not including e-hookahs or e-bongs
- B. **Non-traditional tobacco paraphernalia:** Non-traditional instruments designed to facilitate the smoking, consumption or ingestion of tobacco or nicotine in any form (such as bong, hookah pipes, or faux jewelry, bracelets, or necklaces commonly associated with tobacco, vaping, or drug use, with one purpose of such items being the inhalation or ingestion of tobacco or drugs) excluding alternative nicotine products or any products used to make tobacco cigarettes
- C. **Synthetic cannabinoids:** Those certain compounds or substances (also commonly known or referred to in general as “Spice” or “K2”) that mimic, emulate or simulate the effects of marijuana or THC *that are specifically listed and identified as Schedule 1 controlled substances under Georgia state law*
- D. **Unregulated marijuana substitutes:** Any compounds or substances, whether described as tobacco herbs, incense spice, aromatherapy incense, bath salts, potpourri, herbal smoking blends, plant food, aromatic substance that may cause a sense of euphoria, novelty aromatic, or any blend thereof, regardless of whether the compound or substance is marketed for the purpose of being smoked, injected, inhaled or ingested by humans or for human consumption, that:
 - a. Is not currently or hereinafter regulated as a Schedule 1 controlled substance under Georgia law;
 - b. Is privately compounded, with the specific intent to circumvent the criminal penalties for “synthetic cannabinoids” under Georgia law; and
 - c. Emulate, simulate or mimic the effects of marijuana or synthetic cannabinoids through chemical changes such as the addition, subtraction or rearranging of a radical or the addition, subtraction or rearranging of a substituent.
- E. **Unregulated opioid substitutes:** Any compound or substance, whether synthetic or naturally occurring, regardless of whether the compound or substance is marketed for the purpose of being smoked, injected, inhaled or ingested by humans or for human consumption, that:
 - a. Is not currently a Schedule 1 controlled substance under Georgia law
 - b. Is marketed with the specific intent to circumvent the criminal penalties for opiates under Georgia law; and



- c. Emulates, simulates or mimics the effects of opiates by causing a sense of euphoria, heightened senses, relaxation, awareness, focused energy, improved memory, mood alteration or enhancement or hallucinogenic effect when taken at various doses



LAWRENCEVILLE

Planning & Development

TO: Lawrenceville City Council
 FROM: Elizabeth Griffin, Intern for Department of Planning and Development
 DATE: 17 July 2019
 RE: E-Scooter Regulations

SUMMARY OF ISSUE

E-scooters are dockless electric scooters that users can rent via an app for short trips. In 2018, e-scooter companies began planting large numbers of scooters in the public right-of-way of major cities across the U.S., without consulting local governments. The scooters are very popular because they allow citizens to travel quickly and conveniently, and scooter companies' guerilla approach of dropping scooters without warning has helped them gain support from citizens when cities and states decide to restrict use. This has made it challenging to regulate e-scooters retroactively.

Scooters pose a regulatory problem because they can be a danger to public safety, as well as a nuisance to the public. They can endanger pedestrians, vehicles, and scooter riders themselves. They are most often parked in public right-of-way, which can be a barrier to pedestrian access, particularly for differently-abled citizens. There is also an issue of liability when legislation does not exist. For example, if a citizen is riding a scooter and hits a pothole, it is unclear whether the city or the scooter company would be liable.

It is important to note that scooter companies have stated that they have no intention of expanding into suburbs and smaller cities in response to smaller cities, such as Woodstock and Marietta, who preemptively banned them. However, two years ago, e-scooters did not exist at all, and the demand is great, so it is important to consider regulations before the scooters descend on Lawrenceville.

The examples below include state regulations from around the country, including proposed legislation that has been tabled in the Georgia legislature. They also include examples from cities around the state who have passed ordinances regarding e-scooters, both retroactively and preemptively.

The Lawrenceville Code of Ordinances would treat e-scooter companies like any other business. They would be required to comply with development and zoning regulations, including the requirement for a storefront. Dropping scooters in the public right-of-way would be considered outdoor storage or outdoor display, both of which are prohibited in Lawrenceville.

EXAMPLES OF REGULATIONS IN OTHER STATES AND CITIES

State Regulations



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Planning & Development

Georgia tabled a bill this year that would have prohibited parking e-scooters on sidewalks or in any places that would hinder vehicles or pedestrians. The bill essentially treated the scooters as bikes, allowing them to ride on bike paths, bike lanes, or roads with speed limits below 35 mph. This is a common approach in many states. Some states allow riding on the sidewalk under a specific speed limit, but local governments can prohibit it. Other examples of regulations include requiring a helmet or setting age restrictions.

Moratorium or Ban

The cities of Marietta and Woodstock preemptively banned e-scooters before any were ever located there. Alpharetta and Athens have placed a one-year moratorium on e-scooters to have time to develop regulations. In Athens, this was done *after* e-scooters were dropped in the city, causing major problems with public safety, and impounded by University of Georgia police.

City of Atlanta

The city of Atlanta is the only city in the state that has reached an agreement with scooter companies and implemented regulations for scooters and users. The city charges scooter companies a \$12,000 annual flat rate to place 500 or more scooters in the city, with a 2000-scooter maximum. Each extra scooter costs the company \$50 each. The city also has a system of fines to penalize misuse of the scooters by riders. Similar to the regulations described above, the city treats the scooters as bikes and does not allow them on the sidewalk ([City of Atlanta](#)).



LAWRENCEVILLE

Planning & Development

TO: Lawrenceville City Council

FROM: Elizabeth Griffin, Intern and Jessica Watson, Planner for Department of Planning and Development

DATE: 22 July 2019

RE: Short-term Rental (STR) Regulations

SUMMARY OF ISSUE

Short-term rentals (STRs) are defined as any home or accommodation where guests stay temporarily in exchange for payment. Most cities have specified rentals of less than 30 days. The most common STR companies are Airbnb and HomeToGo, through which hosts can register their properties online for short-term stays. This use has been most common in big tourist destinations, such as Atlanta and Savannah, but cities in proximity to those locations have also seen a spike in tourism and STRs. Searching “Lawrenceville” on Airbnb’s website produces over 300 potential places to stay. Not all of these are located within the city limits, but many are.

Local governments across the country have wrestled with the best way to regulate the use of STRs in their jurisdictions. Unlike hotels, anyone can register to rent their property, which has resulted in complaints in some cities from residents who find themselves living next door to short-term tenants. In addition, STRs increase the likelihood that vacation rental properties may be scattered among districts zoned for uses that are incompatible.

The main challenge in developing regulations for STRs is enforceability. Enforcing compliance with permits, licenses, or taxes for STRs requires data on existing and new rental properties that is difficult to gather without compliance agreements with online platforms. Some cities have had to rely on complaints to discover violations. STR hosts have come to expect and seek to comply with regulations in cities as they have become more common, but the challenge of enforcing compliance for already existing and new STR properties remains.

EFFECTS OF REGULATION

Requiring additional permits, licenses, or fees from STR hosts often has the effect of turning hosts away from renting, which may disincentivize renters looking for an STR in Lawrenceville. In Sandy Springs, almost all of the Airbnb hosts dropped out after the city passed an ordinance requiring a permit and license. However, having regulations in place can help the city respond to any complaints from residents regarding STR tenants. Regulations may also help the city manage *where* STRs are located, helping to ensure that the character of certain use districts are preserved. Lastly, some cities have been able to use the boom in STRs to generate revenue in the form of an excise tax on rent and/or permit fees.

EXAMPLES OF REGULATIONS IN OTHER CITIES

The following are common regulations implemented by other cities around the country:

- *Registration, permitting, and licensing.* Brookhaven, Sandy Springs, Atlanta, and Savannah all require some sort of registration to operate a STR within their jurisdictions. Some cities only



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Planning & Development

require a free registration in order to have a record of these properties. Most require an application for a permit, business license, or both, which have the dual effect of keeping a record of STRs and helping to control where in the city they are located. In some cities, STR hosts are not allowed to renew their permits or licenses if there have been multiple or recurring code enforcement violations.

- *Excise/Hotel tax.* One incentive for cities to regulate STRs is the potential for revenue generation through an excise tax. The cities of Brookhaven, Sandy Springs, and Atlanta all include STRs in their hotel tax. In the city of New Orleans, an agreement was worked out between the city and Airbnb to charge an extra fee to help cover the cost of regulation of STRs.
- *Required postings.* Cities that require licenses or permits typically require that they be included on online postings, as well as posted on the property for tenants. Other required postings or notifications on the property might include noise or nuisance ordinances, a list of rules and regulations, and/or the contact information of a local agent or property owner.
- *Fines for violation.* To improve enforcement, most cities with STR ordinances impose fines of \$500-2000 per day if a property is in violation of whatever the local STR ordinance requires.
- *Zoning restrictions.* Some cities, such as the city of Savannah, restrict STRs to specific use districts in the city, such as Mixed Use Districts, to avoid having STR properties in residential districts where they might be a nuisance. Other cities, such as New Orleans and Austin, have specific types of STRs that are permitted in different use districts. For example, an STR might be permitted in a residential district if the owner will be on site with the tenants.
- *Limit on the amount of time (30 days) that a property can be rented.* This helps ensure that short-term rentals stay short-term rentals. Some cities require that the property be the property owner's primary residence for at least 6 months of the year, ensuring that property is not purchased for the sole purpose of short-term renting. Some cities allow for extended home-sharing if additional criteria are met.
- *Requirement for a local agent.* Some ordinances require that a local agent, who may or may not be the property owner, be within 45 miles of the STR property so that they can be contacted if issues occur at the property. The agent's contact information may be required to be posted on the property.
- *Inform HOA and other property owners.* Some cities require that the property owner notify the HOA and/or surrounding property owners that they intend to rent their property in order to get approval for a permit.
- *Ban.* The cities of Dunwoody and Peachtree Corners have passed ordinances banning rentals for less than a month in their jurisdictions. However, these ordinances are new, and other cities, such as Austin, Texas and San Francisco found this option difficult to enforce due to protests from STR companies.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Gas Department Rebate Program
Department:	Gas
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	\$47,601.26
Presented By:	Todd Hardigree
Action Requested:	Approval of gas department rebate program and grant the Gas Director the authority to deny, approve and change rebates at their discretion.

Summary: The gas department has drafted a rebate program for its customers and is seeking approval for implementation. This allows the gas department to incentivize our customers to keep and use gas appliances in their homes. Upon approval, the Gas Director will have the authority to deny, approve and change rebates at their discretion, as the allotted funds could be used to attract potential developments that could bring financial gain to the City. This program will be continuous every year, provided funds are approved in the budget. An application process will be available soon on our website.

Background:

Fiscal Impact: Amount not to exceed \$47,601.26. This project is funded by operations fund, Rebates (515-5.11.4700.523310) in the FY2020 budgeted amount of \$50,000.00.

Concurrences: The City attorneys have approved the attached item.

Attachments/Exhibits:

Rebate Guidelines



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Lawrenceville Rebate Terms and Conditions:

- The rebate program will be available until the allotted funds have been exhausted, and may be terminated without notice. This program can end at any time with no further rebates issued. The City of Lawrenceville reserves the right to adjust the rebate program from time to time without notice, and the rebate program will be reviewed annually to allow for program adjustments.
- The rebate program is valid for existing residential City of Lawrenceville gas customers only.
- Rebate will be based on a per address/residential gas meter.
- Rebates can be earned for the replacement of existing gas or electric water heaters, gas furnaces (NO dual fuel or piggy-back units) as well as a new or replacement natural gas dryer.
- Rebate application must be submitted within 60 days of installation. Please allow up to 45 days after your completed claim, to receive your rebate check. Limit one rebate per appliance type, per household every five years.
- Multiple rebates can be combined with a maximum rebate of \$800.00 per customer per year.
- Proof of purchase and/or installation receipt is required and can be uploaded to the online application.
- The City of Lawrenceville reserves the right to substantiate sales receipts, model numbers and installation information. The City of Lawrenceville reserves the right to request additional documentation and/or a physical inspection. The City of Lawrenceville reserves the right to deny or approve rebates at its discretion.

To qualify for this program, please complete these steps:

1. Confirm/validate that you are the property owner.
2. Verify that the eligible appliance has installed by a qualified plumber or HVAC contractor, following local building codes.
3. Complete rebate application online, and provide the original invoice/work order for the installation at www.lawrencevillega.org/191/Rebates-Tax-Credits.
 - o If assistance is needed please call the Gas Department at 770.963.3332

Once the online application is completed:

- A City of Lawrenceville gas personnel will schedule a time to come out and verify the installation.
- Once verified, a check will be mailed for the rebate.

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



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GEORGIA

8.

- **Current rebates can be earned per schedule below:**

Natural Gas Tank-less Water Heater	\$500
Natural Gas Residential Tank Water Heater (40 Gallons or Larger)	\$300
Natural Gas Furnace (No Dual Fuel or Piggy-Back Units)	\$500
Natural Gas Dryer	\$100
Natural Gas Conversion From Electric or Propane (any appliance)	\$500 plus a free gas tap (if a gas main exists in front of your property)



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: APGA Mutual Aid Agreement

Department: Gas

Date of Meeting: Wednesday, October 16, 2019

Fiscal Impact: None

Presented By: Todd Hardigree

Action Requested: Approval and Execution by Mayor

Summary: The gas department is requesting to enter into the mutual aid agreement with the American Public Gas Association. This will allow us to lend our expertise and resources to surrounding gas systems in times of need and have the favor returned as well. We currently do not have any agreement of this type with the gas department. The Gas Director and Public Works Director will oversee the implementation of this when needed.

Background: The City will need to initial the provision on the signature page that reads: "Please initial here if your system is unable to indemnify due to constitutional, statutory or common law immunities or limits of liability" as Georgia cities are prohibited from entering into indemnity agreements.

Fiscal Impact: None

Concurrences: The City attorney has reviewed the attached document.

Attachments/Exhibits:

APGA mutual aid agreement and point of contact form



APGA MUTUAL AID PROGRAM

Point of Contact Form

Please fill out this form to designate who will be your system's primary point of contact for all correspondence related to APGA's Mutual Aid Program. The official mutual aid agreement is enclosed and should be signed by the designated contact, and a witness should be present to attest.

The forms should then be mailed or faxed to APGA, or scanned and emailed directly to scook@apga.org. If you have any questions, contact Simon Cook of APGA's staff at (202) 930-6720, or by email at the address listed above. Additional information can also be found at www.apga.org/mutual-aid.

System Name: _____

Address: _____

City, State, Zip: _____

Main Contact: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email Address: _____

Fax Number: _____



**American Public Gas Association
Agreement for Mutual Aid**

This Agreement for Mutual Aid (this "Agreement") is made and entered into as of _____ day of _____ (the "Effective Date") by and between the undersigned Public Gas System, _____ (herein the "Operator"), and those other Public Gas Systems who shall have also executed and delivered to the American Public Gas Association ("APGA") an identical or substantially similar Agreement for mutual aid and who shall not have terminated such Agreement at the time mutual aid is requested.

Witnesseth:

Whereas, in the ordinary course of its operations, the Operator has employees with technical expertise in matters pertaining to the delivery of natural gas service, and owns equipment, facilities, properties, and other resources for that purpose; and

Whereas, subject to the terms and conditions set forth herein, and taking into consideration the Operator's utility responsibilities and primary operations to service its own customers, the public gas companies that have executed this agreement are willing, upon request from time to time, to perform specific services on an emergency or non-routine basis, and in connection therewith to make available such equipment, facilities, properties, and other resources, as may be requested from each other; and

Whereas, the Operator is authorized under the applicable law in the State where it is located to enter into such agreements with other natural gas systems to provide mutual aid and assistance in restoring and providing natural gas services in the event of natural disasters or other emergencies; and

Whereas, the mutual aid contracts may include provisions for providing personnel and furnishing equipment, apparatus, supplies and materials; and

Whereas, the Operator is willing to provide personnel and furnish equipment, apparatus, supplies and materials to the other public gas system entering into this agreement under the terms and provisions hereinafter provided.

Now, Therefore, in consideration of the execution and delivery of identical or substantially similar Agreements for mutual aid by other public gas systems, and the promises and mutual covenants contained herein and the mutual benefits provided thereby, IT IS HEREBY AGREED:

Article 1. Applicability and Term

1.1 Applicability: This Agreement shall apply to the Operator as of the Effective Date and any and all other public gas systems that have duly approved, executed and delivered this Agreement to the APGA (hereinafter collectively "Participating Systems" or individually "Participating System") either prior to or subsequent to the Effective Date, and that has not terminated its approval pursuant to Section 1.2 herein, and shall apply to each Participating System whether it is requesting assistance



from another public gas system ("Requesting System") or is providing services as requested hereunder ("Responding System").

- 1.2 Term: The term of this Agreement shall commence upon the execution and delivery of this Agreement to the APGA by the Operator and shall continue until terminated by the Operator at any time by giving the APGA thirty (30) days prior written notice of its desire to so terminate this Agreement. Termination of this Agreement shall not affect the Operator's existing compensation and/or indemnification rights and obligations under Sections 3 and 4 hereof, or any other accrued liability or obligation hereunder, including without limitation, the obligation of Requesting System to pay amounts due hereunder.

Article 2. Provision of Mutual Aid

- 2.1 Services: In the event of a natural disaster or other emergency affecting the natural gas system of any Participating System, the Responding Party upon the request of a Requesting System, may furnish to said Requesting System manpower, equipment, apparatus, supplies and materials as requested by said Requesting System (collectively "Services"); provided, however, that an Operator shall not be required to imperil the operation of its natural gas system, and it shall be the sole and absolute judge of its ability and capacity to furnish Services when requested; provided further that nothing in this Agreement shall be construed to deprive an Operator of its discretion to decline to send, or to recall its Services in aid of a Requesting System under any circumstances and at any time, whether or not obligated by contract to do so, and neither an Operator, nor any of its officers, agents, or employees may be held liable in any civil or criminal action for declining to send, or for recalling, Services to a Requesting System under this Agreement.
- 2.2 Personnel of the Responding System: Personnel furnished by the Responding System pursuant to this Agreement – while providing aid hereunder and while traveling to and from a Requesting System to provide aid hereunder – shall be conclusively deemed, for all purposes, to remain personnel of the Responding System and shall retain the same rights, privileges, immunities, and benefits as they receive while performing their normal duties for the Responding System. At all times, employees of a Responding Company continue to be employees of the Responding Company and are not ever deemed to be employees of a Requesting Company.
- 2.3 Operator Qualification. Requesting System must specify in their request for aid what tasks are covered tasks per 49 CFR 192 subpart N. The Requesting System receiving personnel pursuant is required to confirm that Responding Company personnel's knowledge, skills and ability are consistent with Requesting Company's needs.

Article 3. Compensation, Invoicing & Records

3.1 Compensation

- (a) Requesting System shall reimburse Responding System for all costs and expenses reasonably and actually incurred by Responding System as a result of furnishing mutual aid. Responding System shall submit an invoice to Requesting System, which includes documentation of all



costs and expenses. Such costs and expenses, without any added profit, may include, but not be limited to, the following:

- (1) Employees' wages and salaries for paid time spent in Requesting System's service area and paid time during travel to and from such service area, plus Responding System's standard payable additives to cover all employee benefits and allowances.
- (2) Employee travel and living expenses (meals, lodging and reasonable incidentals)
- (3) Replacement cost of materials and supplies expended or furnished
- (4) Other uninsured costs.
- (5) Charges, at rates internally used by Responding System, for the use of transportation equipment and other equipment requested.
- (6) Administrative and general costs, which are properly allocable to the mutual aid to the extent such costs, are not chargeable pursuant to the foregoing subsections.

3.2 Invoicing: Requesting System shall pay all costs and expenses reasonably and actually incurred of Responding System within sixty days after receipt of invoice and complete records. Termination of a request for aid by either party shall not relieve Requesting System from its obligation to pay such properly invoiced costs and expenses.

3.3 Records. Each Participating System (whether acting as a Requesting System or as a Responding System) shall cooperate in providing in a timely fashion all records or data reasonably requested to allow and facilitate applications for benefits, reimbursement, compensation, or otherwise effectuate its recordkeeping and reporting purposes in connection with the receipt or provision of mutual aid.

Article 4. Limitations of Liability, Hold Harmless & Indemnification

4.1 Limitations of Liability / Warranty: In furnishing Services under this Agreement, neither the Responding System, nor any officer, director, employee, or agent thereof, shall have any responsibility whatsoever to the Requesting System other than as stated in this Agreement. The Responding System will exercise due care to assure that the Services are performed in a workmanlike manner in accordance and consistent with any applicable legal standards. The sole and exclusive responsibility of the Responding System for any deficiency therein shall be promptly to correct or repair any deficiency or error or to re-perform such Services if directed to do so by the Requesting System, in either case at no additional cost to the Requesting System, so that the Services fully conform to the standards described in this Section. The Responding System makes no other warranty with respect to the provisions of Services, and the Requesting System agrees to accept any Services without further warranty of any nature.

4.2 Hold Harmless and Indemnification. A Requesting System receiving mutual aid pursuant to this Agreement hereby agrees, to the full extent permitted by law, but without waiving and subject to all defenses including all constitutional, statutory and common law immunities and limits of liability, to release, indemnify, defend, and hold harmless the Responding System, and its officers, agents, and employees, from and against any and all loss liabilities, claims, damages, fines, penalties, clean-up costs, and other pollution related damages, and all costs, fees (including reasonable attorneys' fees) and expenses reasonably and actually incurred related thereto, resulting or arising (directly or



indirectly) out of, or in any way connected with the provision of mutual aid to said Requesting System, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of the Responding System or its officers, agents, or employees, except those resulting solely from the willful or wanton misconduct or gross negligence of the Responding System or its officers, agents, or employees. Notwithstanding the foregoing, in no event shall a Requesting System be liable to the Responding System pursuant to the indemnification provided under this Section 4.2 in an amount excess of \$1,000,000.

- 4.3 Procedure. In the event any claim or demand is made or suit or action against the Responding System alleging liability for which the Requesting System shall indemnify and hold harmless the Responding System, the Responding System shall promptly notify the Requesting System thereof, and the Requesting System shall settle, compromise, or defend in the same such manner as it in its sole discretion deems necessary or prudent to the extent permitted by law.

Article 5. Miscellaneous

- 5.1 Participation of APGA. APGA's Vice President of Operations & Safety, or another APGA staff person appointed by the Vice President of Operations & Safety, shall endeavor to notify each Participating Party of the identity and contact personnel of each other Participating Party as it executes and delivers an identical or substantially similar Agreement, and shall, from time to time, provide an updated list of all Participating Parties. The APGA shall provide such other coordination and services as the Participating Systems may request and direct according to agreed upon protocols and operating procedures. The Operator hereby acknowledges that APGA, acting simply as a coordinator, shall not itself be responsible for the provision of emergency services hereunder or any liability hereunder and the Operator hereby agrees, to the fullest extent permitted by law but without waiving and subject to all defenses for governmental entities, all constitutional, statutory and common law immunities and limits of liability, to release, defend and hold harmless APGA, and its officers, agents, and employees.
- 5.2 Applicable Law. The rights and duties of the Responding System arising out of this Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the state of the Responding System without regard to any conflicts of law principle that would direct the application of another jurisdiction's law.
- 5.3 Counterparts. This Agreement may be executed in one or more counterparts. The Operator acknowledges that each of the Participating Systems shall execute and deliver to APGA an identical or substantially similar agreement for mutual aid and agree that their mutual obligations hereunder, as a Requesting System or a Responding System, are memorialized by the executed copies delivered to APGA, and that, together, they shall be deemed one and the same Agreement.
- 5.4 Novation / Entire Agreement. If the Operator has become bound by the terms and provisions of a Mutual Aid Agreement previously delivered to APGA under APGA's Mutual Aid Program, the Operator hereby terminates that agreement, and except as specifically provided therein, the terms and provisions thereof shall become null and void. The Agreement contains the entire agreement

between the Operator and each and every Participating System delivering this Agreement to the APGA as to their respective rights and obligations related to the provision or receipt of Mutual Aid to or from any other Participating System and supersedes any prior contemporaneous contracts, agreements, understandings, or arrangements, whether written or oral, with respect thereto. Any oral or written statements, representations, promises, negotiations, or agreements, whether prior thereto or concurrently herewith, are superseded by and merged into this Agreement, except as to those fully executed and written agreements between the Operator and other gas system(s) already existing as of the Effective Date and not previously delivered to APGA; such agreements shall remain valid and in full force and effect as between the parties thereto.

- 5.5 Amendments. This Agreement shall not be amended, modified, or otherwise changed except when done so in writing and upon the prior written consent of all the Participating Systems, who at that time have not terminated their respective Agreements for Mutual Aid, or given notice of the termination thereof. However, the Operator hereby acknowledges that each of the Participating Systems may also provide or receive mutual aid under understandings or agreements other than under this Agreement without in any way affecting the validity of this Agreement and without the necessity of obtaining the assent of any other Participating System.
- 5.6 Severability. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.
- 5.7 Authorship. The Parties affirm that this Agreement is a product of joint authorship. As such, this Agreement is not to be construed or interpreted against or in favor of any one party, regardless of which party may have contributed more toward drafting this Agreement.”
- 5.8 REMEDIES / DISCLAIMER OF WARRANTY: THE SERVICES, APPARATUS, EQUIPMENT, MATERIALS, SUPPLIES AND WORKMANSHIP PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE ALL PROVIDED ON AN AS IS – WHERE IS WITH ALL-FAULTS BASIS, AND NO SYSTEM THAT IS PARTICIPATING IN THIS AGREEMENT IS MAKING ANY REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED OR OTHERWISE RELATED THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS OF PARTICULAR PURPOSE, INFRINGEMENT OR INTERFERENCE, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. THE OPERATOR FURTHER AGREES THAT THE REMEDIES STATED HEREIN ARE EXCLUSIVE AND SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR ITSELF AND ANY PARTICIPATING SYSTEM.



IN WITNESS WHEREOF, the Operator has executed and signed this Agreement by the authority of its governing body duly given to be effective the day and year first above written.

SYSTEM NAME: _____

By: _____
Authorized Signer

TITLE: _____

ATTEST: _____

TITLE: _____
Authorized Signer

_____ Please initial here if your system is unable to indemnify due to constitutional, statutory or common law immunities or limits of liability.



LAWRENCEVILLE

GEORGIA

10.

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Newton County Pressure Improvement Project
Department:	Gas
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	\$295,100.00
Presented By:	Todd Hardigree
Action Requested:	Award Newton County Pressure Improvement Project to low responsible bidder, D. Lance Souther, Inc., amount not to exceed \$295,100.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project consists of installation of approximately 8,000 ft. of 4 inch PE pipe on the north side of Hwy 138 in Newton County. Electricom, LLC was deemed non-responsible for being unable to complete a recent project in the allowable contract time.

Background:

Fiscal Impact: Amount not to exceed \$295,100.00. This project is funded by the Capital Outlay Fund (515A-5.11.4700.541000). Project 11-023.

Concurrences:

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

SB011-20

Newton County Pressure Improvement Project

Gas Department

			ElectriCom, LLC		Harrison & Harrison, Inc.		D. Lance Souther, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project								
1	Warranties & Bonds	1 LS	N/R	N/R	\$6,604.00	\$6,604.00	\$5,000.00	\$5,000.00
2	Moblilization	1 LS	N/R	N/R	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00
3	4" Polyethylene Open Trench	8000 LF	N/R	N/R	\$20.00	\$160,000.00	\$23.95	\$191,600.00
4	4" Polyethylene Bore	500 LF	N/R	N/R	\$20.00	\$10,000.00	\$25.00	\$12,500.00
5	4" Polyethylene Tie-in	2 EA	N/R	N/R	\$3,100.00	\$6,200.00	\$1,500.00	\$3,000.00
Total			N/R		\$184,804.00		\$215,100.00	
Optional Variable Quantity Line Items								
1	Add for Rock Bore	400 LF	N/R	N/R	\$136.00	\$54,400.00	\$100.00	\$40,000.00
2	Add for Blast/Hammer Rock	1000 LF	N/R	N/R	\$70.00	\$70,000.00	\$40.00	\$40,000.00
Option Total			N/R		\$124,400.00		\$80,000.00	
Grand Total with Options			N/R		\$309,204.00		\$295,100.00	

Recommended Vendor:

D. Lance Souther, Inc.

P.O. Box 6538

Macon, GA 31208

P: 478-742-2292

email: lance@dlsi.us



LAWRENCEVILLE

GEORGIA

11.

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	In-Car Cameras for New Police Vehicles
Department:	Public Works
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	\$83,105.00
Presented By:	Barry Mock
Action Requested:	Request approval to purchase in-car camera systems from Watchguard in the amount of \$83,105.00.

Summary: Watchguard is the company that is currently being used by the Lawrenceville Police Department. These cameras must be purchased sole-source from Watchguard to be compatible with our current system. This equipment would be installed on 11 new police vehicles.

Fiscal Impact: \$83,105.00. Funds will come from the FY2020 Vehicle Replacement Program funding. Funding is available in project 05-007.

Attachments/Exhibits:

CCF09182019



4RE/VISTA Price Quote

11.

CUSTOMER: Lawrenceville Police Department

ISSUED: 9/11/2019 1:21 PM

EXPIRATION: 10/9/2019 5:00 AM

TOTAL PROJECT ESTIMATED AT:
\$83,105.00

ATTENTION: Dau

SALES CONTACT: Eric Varner

PHONE: 770-963-2443

DIRECT: (469) 342-8940

E-MAIL:

E-MAIL: eric.varner@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
VIS-EXT-WIF-BUN	VISTA HD WiFi and 4RE System Bundle. Includes 4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, ZSL camera, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket. It will also include the VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording, one camera mount, 32 GB of storage, Wi-Fi docking base, Power over Ethernet Smart Switch	11.00	\$5,550.00	\$0.00	\$61,050.00

VISTA HD Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-VIS-WIF-NOF	Warranty, VISTA WiFi, 3 Year No-Fault	11.00	\$450.00	\$0.00	\$4,950.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Key	11.00	\$75.00	\$0.00	\$825.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	11.00	\$150.00	\$0.00	\$1,650.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	11.00	\$200.00	\$0.00	\$2,200.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-1ST	Warranty, 4RE, In-Car, 1st Year (Months 1-12)	11.00	\$0.00	\$0.00	\$0.00
WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	11.00	\$100.00	\$0.00	\$1,100.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

11.

WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	11.00	\$200.00	\$0.00	\$2,200.00
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	11.00	\$325.00	\$0.00	\$3,575.00
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	11.00	\$450.00	\$0.00	\$4,950.00

Shipping and Handling

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$605.00	\$0.00	\$605.00
					\$83,105.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$0.00
Additional Quote Discount	\$0.00
Total Amount	\$83,105.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



LAWRENCEVILLE

GEORGIA

12.

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Emergency Equipment for New Police Vehicles
Department:	Public Works
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	\$89,233.28
Presented By:	Barry Mock
Action Requested:	Request approval to award the purchase of emergency equipment for new police vehicles to West Chatham Warning Devices in the amount of \$89,233.28.

Summary: Quotes were solicited from 3 qualified and capable vendors. A summary of the proposals is attached. This equipment would be installed on 8 new police vehicles.

Fiscal Impact: \$89,233.28. Funds will come from the FY2020 Vehicle Replacement Program funding. Funding is available in project 05-007.

Attachments/Exhibits:

Comparison of quotes from Madden, Dana Safety Supply and West Chatham.

Quantity	Item	West Chatham		Dana Safety Supply		Madden	
		Unit	Total	Unit	Total	Unit	Total
8	Dodge Charger (Patrol)	\$ 11,154.16	\$ 89,233.28	\$ 11,654.39	\$ 93,235.12	\$ 16,544.01	\$ 132,352.08



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item: On-Demand Underground Electric Distribution Cable Installation on an Annual Contract

Department: Electric

Date of Meeting: Wednesday, October 16, 2019

Fiscal Impact: \$385,455.00

Presented By: Rick Baldwin

Action Requested: Award On-Demand Underground Electric Distribution Cable Installation on an Annual Contract to low bidder, Jordan High Voltage, Inc. in the amount of \$385,455.00.

Summary: This is an on-demand contract to supplement the City's electric workforce to provide all labor and equipment in performing all work necessary for underground electrical work at various locations throughout the City of Lawrenceville.

Background:

Fiscal Impact: Amount of \$385,455.00. This contract is funded by the Contract Labor Fund (510-5.06.4600.523850).

Concurrences:

Attachments/Exhibits:

Bid Tabulation

SB012-20

On-Demand Underground Electric Distribution Cable Installation on an Annual Contract
Electric Department

				Jordan High Voltage, Inc.		Over and Under General Contractors, Inc.		U-TEC Construction, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Install three phase terminating cabinet	3	Ea	\$2,000.00	\$6,000.00	\$1,898.00	\$5,694.00	\$1,220.50	\$3,661.50
2	Install PME Switchgear	3	Ea	\$1,250.00	\$3,750.00	\$1,800.00	\$5,400.00	\$1,850.50	\$5,551.50
3	Install 48" fiberglass ground sleeve	3	Ea	\$1,050.00	\$3,150.00	\$3,210.00	\$9,630.00	\$550.00	\$1,650.00
4	Terminate PME Switchgear - 600 amp side	6	Ea	\$450.00	\$2,700.00	\$1,395.65	\$8,373.90	\$480.75	\$2,884.50
5	Terminate PME Switchgear - 200 amp side	6	Ea	\$180.00	\$1,080.00	\$1,116.52	\$6,699.12	\$290.00	\$1,740.00
6	Directional Trench 2" Conduit	5000	Ft	\$10.25	\$51,250.00	\$18.50	\$92,500.00	\$36.00	\$180,000.00
7	Directional Trench 4" Conduit	3000	Ft	\$12.00	\$36,000.00	\$24.40	\$73,200.00	\$67.00	\$201,000.00
8	Directional Trench 6" Conduit	2000	Ft	\$15.00	\$30,000.00	\$30.40	\$60,800.00	\$79.00	\$158,000.00
9	Dig open trench 48" deep - normal soil	5000	Ft	\$1.20	\$6,000.00	\$8.90	\$44,500.00	\$5.00	\$25,000.00
10	Dig open trench 36" deep - normal soil	1000	Ft	\$1.00	\$1,000.00	\$7.50	\$7,500.00	\$4.00	\$4,000.00
11	Install 2" PVC Conduit in trench	3000	Ft	\$0.30	\$900.00	\$1.80	\$5,400.00	\$1.00	\$3,000.00
12	Install 4" PVC Conduit in trench	1000	Ft	\$0.45	\$450.00	\$2.20	\$2,200.00	\$1.25	\$1,250.00
13	Install 6" PVC Conduit in trench	2000	Ft	\$0.60	\$1,200.00	\$3.40	\$6,800.00	\$1.50	\$3,000.00
14	Install 3C 1000 kCMIL primary cable in 6 inch conduit	2000	Ft	\$4.50	\$9,000.00	\$8.40	\$16,800.00	\$4.80	\$9,600.00
15	Install 3C 1/0 primary cable in 4 inch conduit	2000	Ft	\$2.70	\$5,400.00	\$4.20	\$8,400.00	\$3.90	\$7,800.00
16	Install 1C 1/0 primary in 2 inch conduit	5000	Ft	\$1.65	\$8,250.00	\$2.50	\$12,500.00	\$1.30	\$6,500.00
17	Install 3C 1000 kCMIL primary cable in trench	2000	Ft	\$2.00	\$4,000.00	\$11.20	\$22,400.00	\$4.50	\$9,000.00
18	Install 3C 1/0 primary cable in trench	2000	Ft	\$1.15	\$2,300.00	\$6.80	\$13,600.00	\$3.90	\$7,800.00
19	Install 1C 1/0 primary cable in trench	4000	Ft	\$0.85	\$3,400.00	\$2.50	\$10,000.00	\$1.30	\$5,200.00
20	Backfill, close, and compact 48 inch deep trench	5000	Ft	\$1.00	\$5,000.00	\$1.90	\$9,500.00	\$3.90	\$19,500.00
21	Backfill, close, and compact 36 inch deep trench	1000	Ft	\$0.90	\$900.00	\$1.40	\$1,400.00	\$2.90	\$2,900.00
22	Install single phase padmount transformer	75	Ea	\$375.00	\$28,125.00	\$769.00	\$57,675.00	\$547.00	\$41,025.00
23	Install single phase preformed concrete transformer pad	50	Ea	\$275.00	\$13,750.00	\$340.00	\$17,000.00	\$150.00	\$7,500.00

COST TABULATION

24	Install residential street light on 16' MH FG pole	25	Ea	\$525.00	\$13,125.00	\$282.44	\$7,061.00	\$185.00	\$4,625.00
25	Terminate primary elbows in single phase padmount transformer	100	Ea	\$150.00	\$15,000.00	\$139.56	\$13,956.00	\$130.00	\$13,000.00
26	Install 1/0 underground triplex service wire	3000	Ft	\$8.00	\$24,000.00	\$4.60	\$13,800.00	\$1.80	\$5,400.00
27	Install 4/0 underground triplex service wire	1000	Ft	\$9.00	\$9,000.00	\$8.87	\$8,870.00	\$2.20	\$2,200.00
28	Install 350 underground triplex service wire	1000	Ft	\$13.50	\$13,500.00	\$9.20	\$9,200.00	\$3.25	\$3,250.00
29	Install underground street light service wire	1000	Ft	\$3.00	\$3,000.00	\$1.95	\$1,950.00	\$1.10	\$1,100.00
30	Install secondary pedestal	20	Ea	\$205.00	\$4,100.00	\$279.13	\$5,582.60	\$85.75	\$1,715.00
31	Terminate underground triplex service wire in transformer/pedestal	70	Ea	\$250.00	\$17,500.00	\$180.00	\$12,600.00	\$180.00	\$12,600.00
32	Install three phase padmount transformer - 75kVA - 1000kVA	7	Ea	\$975.00	\$6,825.00	\$535.21	\$3,746.47	\$845.50	\$5,918.50
33	Install three phase padmount transformer - 1500kVA - 2500kVA	3	Ea	\$3,500.00	\$10,500.00	\$2,500.00	\$7,500.00	\$2,450.00	\$7,350.00
34	Install three phase preformed concrete transformer pad	10	Ea	\$525.00	\$5,250.00	\$1,040.00	\$10,400.00	\$275.00	\$2,750.00
35	Terminate 3C 1000 kCMIL primary cable on pole	6	Ea	\$1,700.00	\$10,200.00	\$2,840.00	\$17,040.00	\$680.00	\$4,080.00
36	Terminate 3C 1/0 primary cable on pole	6	Ea	\$1,300.00	\$7,800.00	\$1,480.00	\$8,880.00	\$460.00	\$2,760.00
37	Terminate 1C 1/0 primary on pole	15	Ea	\$750.00	\$11,250.00	\$479.13	\$7,186.95	\$260.00	\$3,900.00
38	Terminate primary elbows in three phase padmount transformer	60	Ea	\$180.00	\$10,800.00	\$1,116.52	\$66,991.20	\$230.00	\$13,800.00
39	Install Seed and straw	5000	Ft	\$0.00	\$0.00	\$2.40	\$12,000.00	\$6.00	\$30,000.00
40	Install sod	1000	Ft	\$0.00	\$0.00	\$11.70	\$11,700.00	\$9.80	\$9,800.00
TOTAL				\$385,455.00		\$716,436.24		\$831,811.00	
Will vendor hold pricing firm? Renewal Option 1				2%		2%		3.25%	
Will vendor hold pricing firm? Renewal Option 2				3%		2%		3.25%	
Will vendor hold pricing firm? Renewal Option 3				3%		2%		3.25%	
Will vendor hold pricing firm? Renewal Option 4				3%		2%		3.25%	

Recommended Vendor:

Jordan High Voltage, Inc.
 4901 SW 51st Street
 Davie, FL 33314
 P: (305) 213-8437
 Email: dkirk@jordanhighvoltage.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Special Construction Agreement with BellSouth Telecommunications, LLC d/b/a AT&T Southeast
Department:	Electric Department
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	Estimated \$80,922.92
Presented By:	Rick Baldwin
Action Requested:	Consider Approval of the special construction agreement with BellSouth Telecommunications, LLC d/b/a AT&T Southeast to relocate AT&T aerial cable on Jackson Street to underground facilities

Summary:

Fiscal Impact: Estimated cost for relocation was \$80,922.92 but field conditions could make the estimate higher or lower. Fund is available in project 06-020.

Attachments/Exhibits:

2019-09-04-080116

Final billing A01P7S9

PART C

Page: 1

OSPCM System:

GENERATED: 09/03/2019, 15:21

RQST BY: RAMBIN ANDREW

***** DETAILED PRICING SUMMARY *****
 OSPCM REPORT: 502, PART C

CFAS Project#: A01NMYL
 CMC: CNYR

BILLING? N

JOB: 9FE96325N
 PRICING DATE: 09/03/2019

PLANT TYPE	GROSS ADDS	PLANT RETIRED	SALVAGE	COST OF REMOVAL	MAIN- TENANCE
-----	-----	-----	-----	-----	-----
	72909.50	0.00	0.00	0.00	0.00
	0.00	15716.35	0.00	8013.42	0.00
	-----	-----	-----	-----	-----
	72909.50	15716.35	0.00	8013.42	0.00

TOTAL MCF 0.750
 TOTAL FKF 393.70

TOTAL CONTRACT \$ 37165.49
 TOTAL ENGINEERING \$ 14884.45

GROSS EXPENDITURES \$ 80922.92

NET REQUIREMENTS \$ 80922.92

NET ADDITIONS \$ 57193.15

TOTAL LABOR HOURS = 152.95

TOTAL ENGR HOURS = 113.95

TOTAL M DOLLARS = 0.00



09/16/2019

City of Lawrenceville
435 West Pike St
Lawrenceville GA 30046

RE: The City requested that the AT&T aerial cable on Jackson St located on the side of the new South Lawn be relocated to underground facilities:

AT&T has received a request from you (or your company) to perform the following work:

Aerial cable located on Jackson street will be relocated to underground work with closures to provide service to existing facilities. Boring will take place to place new cable in the ground and to provide a path since all ATT owned poles will be removed. Current pole line is located on ATT poles.

Relocation of AT&T facilities was estimated at \$80,922.92

Changes based on field conditions could make estimate higher or lower. Any amount lower than estimate will be refunded back to customer. Any amount above estimate will be customer's responsibility to pay.

Special construction charges apply. Engineering and Construction will not begin until the attached contract is signed by you or your authorized agent. **The original signed contract must be received at the AT&T Southeast office address shown below before AT&T will proceed with any work.**

This quote is only valid for 60 days from the date of this letter. If I can be of further assistance, please do not hesitate to contact me at 678-917-0501

Sincerely,

Anthony Stancil
678-917-0501
AS925N@att.com
ATT Southeast

Project # A01P7S9 Job Authority # 9FE96344A

NOTE: Please associate the Project # above with the check or other form of payment.

Return the original signed contract to:



*ATT Southeast
1876 Data Drive
5th floor North
Attention: Susan Rinehart
Hoover, AL 35244*

Payment in full is required within thirty days after the date of the AT&T invoice for the charges associated with the work performed.

SPECIAL CONSTRUCTION AGREEMENT

Project #: A01P7S9
Authority: 9FE96344A
AT&T Contact: Anthony Stancil
Telephone #: 678-917-0501

Customer Name: City of Lawrenceville
Customer Number:
Work Site Address: Jackson St

This Special Construction Agreement ("Agreement") is entered into by and between BellSouth Telecommunications, LLC. d/b/a AT&T Southeast ("AT&T") and City of Lawrenceville ("Customer"). AT&T and Customer hereby agree to the following terms and conditions:

1. **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
2. **Special Construction.** This Agreement is for the special construction as further described on Exhibit 1, attached hereto and incorporated herein by this reference ("Special Construction"). **Payment in full is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction Charges.**
3. **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
4. **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, if and as may be applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.
5. **Severability.** Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
6. **Successors and Assigns.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.
7. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
8. **Effect of Waiver.** No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition or duty.
9. **Headings.** The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

10. **Modification.** This Agreement constitutes the entire agreement between the parties and can only be changed in a writing or writings executed by both of the parties. Each of the parties forever waives all right to assert that this Agreement was the result of a mistake in law or fact.
11. **Interpretation.** The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
12. **Applicable Law.** This Agreement shall be governed and interpreted in accordance with the laws of the State of __Georgia_____, without regard to __Georgia_____'s conflict of law principles.
13. **Attorneys' fees.** If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
14. **Authority.** The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
15. **No Precedent.** Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
16. **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. A preliminary cost estimate has been provided. If the Customer initiates changes in the scope of the work after AT&T has provided this cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, in the event there exists a condition in the field that is different from the field conditions that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided.
17. **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. NO MODIFICATION, RESCISSION, WAIVER, RELEASE OR AMENDMENT OF ANY PROVISION OF THIS AGREEMENT SHALL BE MADE, EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set forth below. This quote is only valid for 60 days from the date of this letter.

CUSTOMER

By City of Lawrenceville

Printed Name

By

Authorized Signature

Title

Date

AT&T Southeast

By Anthony Stancil

Printed Name

By

Anthony Stancil

Authorized Signature

Title Manager OSP Engineering and Design

Date 09/16/2019

EXHIBIT 1
DESCRIPTION OF SPECIAL CONSTRUCTION

Aerial cable located on Jackson street will be relocated to underground work with closures to provide service to existing facilities. Boring will take place to place new cable in the ground and to provide a path since all ATT owned poles will be removed. Current pole line is located on ATT poles.



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Lease New Dell Servers for 5 Years
Department:	Information Technologies Department
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	5 Year Lease \$33,624.89 / Year
Presented By:	Kyle J. Parker
Action Requested:	Approve the 5 year Lease for Servers with Dell in the amount of \$33,624.89

Summary: After February 2020, Dell will no longer support our existing servers and disk units. Staff is proposing the lease of new servers and disk units. The purchase price of this equipment is \$153,258.40. The five-year lease price is \$33,624.89 / year.

Fiscal Impact: 5 Year Lease \$33,624.89 / Year. Funding is available in Project 02-007.

Attachments/Exhibits:

Dell Lease Quote

Dell Equipment Quote



Prepared For:

CITY OF LAWRENCEVILLE

September 20, 2019

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	60
Option	TELP
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	5 Payments
3000046664722.1	Dell EMC	\$153,258.40	1	\$153,258.40	0.21940	\$33,624.89
TOTALS				\$153,258.40		\$33,624.89

Proposal Expiration Date:

October 20, 2019

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation. Upon expiration, lease rates may be changed in the event that market rates change

End of Term Options:**Tax Exempt Lease Purchase (TELP):**

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

Caren Wright

FSR

Dell | Financial Services

512-728-6628

caren_wright@dell.com**Additional Information:**

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. **If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.** If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, **Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.**

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

INDEXING LANGUAGE: Upon expiration, lease rates may be changed in the event that market rates change.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000046664722.1	Sales Rep	Mike Spaulding
Total	\$153,258.40	Phone	(800) 456-3355, 5132393
Customer #	4835680	Email	Mike_Spaulding@Dell.com
Quoted On	Sep. 19, 2019	Billing To	KYLE J PARKER IT DIRECTOR
Expires by	Oct. 19, 2019		CITY OF LAWRENCEVILLE
Solution ID	11472309		70 S CLAYTON ST
Deal ID	14072018		PO BOX 2200
			LAWRENCEVILLE, GA 30046-5727

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Mike Spaulding

Shipping Group

Shipping To	Shipping Method
KYLE PARKER CITY OF LAWRENCEVILLE 70 S CLAYTON ST LAWRENCEVILLE, GA 30046-5727 (678) 407-6406	Standard Delivery

Product	Unit Price	Qty	Subtotal
PowerEdge R640 - [AMER_R640_12232]	\$14,879.00	5	\$74,395.00
VERTIV GEIST PDU MONITORED HORIZONTAL 30A 208V 12XC13/ 4XC19	\$577.71	2	\$1,155.42
Liebert GXT5 - UPS (rack-mount able / external) - 208 V - 460 0 Watt - 4900 VA - 5U	\$3,795.41	2	\$7,590.82
Liebert TDU - Transformer (rac k-			

mountable / external) - AC 2 00/208/220/230/240 V - 5050 Wa tt - 5050 VA - output connecto	\$704.91	2	\$1,409.82	15.
Dell EMC SCv3020 - [amer_scv3020_12391]	\$55,527.00	1	\$55,527.00	
PowerSwitch S5224-ON - [amer_s5224- on_12925]	\$6,590.17	2	\$13,180.34	

Subtotal:	\$153,258.40
Shipping:	\$0.00
Non-Taxable Amount:	\$153,258.40
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$153,258.40
--------	--------------

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

15.

Shipping To

KYLE PARKER
CITY OF LAWRENCEVILLE
70 S CLAYTON ST
LAWRENCEVILLE, GA 30046-5727
(678) 407-6406

Shipping Method

Standard Delivery

PowerEdge R640 - [AMER_R640_12232]

\$14,879.00

Qty
5

Subtotal
\$74,395.00

Estimated delivery if purchased today:

Oct. 02, 2019

Contract # 26AHO

Description

SKU

Unit Price

Qty

Subtotal

PowerEdge R640 Server	210-AKWU	-	5	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	5	-
Trusted Platform Module 2.0	461-AAEM	-	5	-
2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	321-BCQJ	-	5	-
PowerEdge R640 Shipping	340-BKNE	-	5	-
PowerEdge R640 x8 Drive Shipping Material	343-BBEV	-	5	-
Intel Xeon Gold 6234 3.3G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (130W) DDR4-2933	338-BTSP	-	5	-
Intel Xeon Gold 6234 3.3G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (130W) DDR4-2933	338-BTSP	-	5	-
Additional Processor Selected	379-BDCO	-	5	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	5	-
Standard 1U Heatsink	412-AAIQ	-	5	-
Standard 1U Heatsink	412-AAIQ	-	5	-
2933MT/s RDIMMs	370-AEPP	-	5	-
Performance Optimized	370-AAIP	-	5	-
Unconfigured RAID	780-BCDS	-	5	-
PERC H740P RAID Controller, 8GB NV Cache, Mini card	405-AAMS	-	5	-
No Operating System	619-ABVR	-	5	-
No Media Required	421-5736	-	5	-
iDRAC9,Enterprise	385-BBKT	-	5	-
OpenManage Enterprise Advanced	528-BIYY	-	5	-
iDRAC Group Manager, Enabled	379-BCQV	-	5	-
iDRAC,Legacy Password	379-BCSG	-	5	-
Riser Config 2, 3x16 LP	330-BBGN	-	5	-
QLogic FastLinQ 41264 Dual Port 10GbE SFP+ & Dual Port 1GbE BASE-T, rNDC	555-BDYH	-	5	-
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	-	5	-
8 Standard Fans for R640	384-BBQJ	-	5	-

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Dual, Hot-plug, Redundant Power Supply (1+1), 750W	450-ADWS	-	5	
LCD Bezel	325-BCHG	-	5	
Dell EMC Luggage Tag	350-BBJS	-	5	-
Quick Sync 2 (At-the-box mgmt)	350-BBKC	-	5	-
Performance BIOS Settings	384-BBBL	-	5	-
Energy Star	387-BBMK	-	5	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBL	-	5	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	5	-
US Order	332-1286	-	5	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	5	-
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9259	-	5	-
ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	813-9260	-	5	-
ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5 Years	813-9268	-	5	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	5	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	5	-
ProDeploy Dell Server R Series 1U/2U - Deployment	804-6748	-	5	-
ProDeploy Dell Server R Series 1U/2U - Deployment Verification	804-6749	-	5	-
Asset Tag ProSupport	366-0187	-	5	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	5	-
64GB RDIMM, 2933MT/s, Dual Rank	370-AEQD	-	60	-
960GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD, 1752 TBW	400-AXSW	-	10	-
QLogic FastLinQ 41262 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	540-BBZJ	-	10	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	10	-
VERTIV GEIST PDU MONITORED HORIZONTAL 30A 208V 12XC13/4XC19		\$577.71	Qty 2	Subtotal \$1,155.42

Estimated delivery if purchased today:

Oct. 04, 2019

Contract # 26AHO

Description	SKU	Unit Price	Qty	Subtotal
VERTIV GEIST PDU MONITORED HORIZONTAL 30A 208V 12XC13/ 4XC19	AA252970	-	2	-
Liebert GXT5 - UPS (rack-mountable / external) - 208 V - 4600 Watt - 4900 VA - 5U		\$3,795.41	Qty 2	Subtotal \$7,590.82

Estimated delivery if purchased today:

Oct. 07, 2019

Contract # 26AHO

Description	SKU	Unit Price	Qty	Subtotal
Liebert GXT5 - UPS (rack-mountable / external) - 208 V - 4600 Watt - 4900 VA - 5U	AA783333	-	2	-
Liebert TDU - Transformer (rack-mountable / external) - AC 200/208/220/230/240 V - 5050 Watt - 5050 VA - output connectors		\$704.91	Qty 2	Subtotal \$1,409.82

Estimated delivery if purchased today:

Description	SKU	Unit Price	Qty	Subtotal
Liebert TDU - Transformer (rack-mountable / external) - AC 200/208/220/230/240 V - 5050 Watt - 5050 VA - output connectors: 10 - 2U	AA528981	-	2	-
Dell EMC SCv3020 - [amer_scv3020_12391]		\$55,527.00	Qty 1	Subtotal \$55,527.00

Estimated delivery if purchased today:
Oct. 04, 2019
Contract # 26AHO

Description	SKU	Unit Price	Qty	Subtotal
SCv3020 3Ux30 Drive Storage Array	210-ALVZ	-	1	-
SCv30X0 Dual Controller Components	449-BBLE	-	1	-
SC, RJ45, 4-port, Mezz Card	403-BBPE	-	1	-
SC, RJ45, 4-port, Mezz Card	403-BBPE	-	1	-
IO, 10Gb iSCSI, 4 port, PCI-E, SFP+ w/o Optics, Full Height	406-BBLZ	-	1	-
IO, 10Gb iSCSI, 4 port, PCI-E, SFP+ w/o Optics, Full Height	406-BBLZ	-	1	-
SHIP,SCV3020,DAO	340-BSDI	-	1	-
Dell SC Storage Reg Label	389-BJUC	-	1	-
Storage Center Core Software Bundle, Base License	634-BJUI	-	1	-
SSN License	634-BKCL	-	1	-
Storage Optimization Bundle, Software License (Includes: Data Progression, Fast Track)	634-BKCM	-	1	-
Storage Protection Bundle, Software License (Includes: RIRA, Live Volume, Replay Manager)	634-BKCN	-	1	-
Redundant Power Supply, 1485W, C14	450-AFMD	-	1	-
Rack rail, 2Us, Static	770-BBUJ	-	1	-
SC Bezel	350-BBKJ	-	1	-
Dell Hardware Limited Warranty	814-3780	-	1	-
ProSupport Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch,3 Years	814-3784	-	1	-
ProSupport Mission Critical: 7x24 HW/SW Technical Support and Assistance,5 Years	814-3787	-	1	-
ProSupport Mission Critical: 4-Hour 7x24 Onsite Service with Emergency Dispatch,2 Years Extended	814-3788	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-
ProDeploy Dell Storage SC Series vXXXX SAN up to 8 hosts - Deployment	805-2824	-	1	-
ProDeploy Dell Storage SC Series vXXXX SAN - Deployment Verification	805-2826	-	1	-
ProSupport for Software: 7X24 Storage Center Optimization Bundle, 5 Years	815-3898	-	1	-
ProSupport for Software: 7X24 Storage Protection Bundle, 5 Years	815-3901	-	1	-
Optimize Services, Quarterly, 1 Year	814-5252	-	1	-
US Order	332-1286	-	1	-

Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meters	470-AAKS	-	8	
SC, 1.92TB, SAS, 12Gb 2.5" RI SSD	400-AICQ	-	7	-
SC, 2.4TB, SAS, 12Gb, 10K, 2.5" HDD	400-AYDC	-	23	-
Power Cord, C13 to C14, PDU-Style, 12 Amps, .6 meter, Qty 1	492-BBEC	-	2	-
ProDeploy Add-On: Add Additional Host to Dell Storage (Requires ProDeploy)	804-2159	-	5	-
			Qty	Subtotal
PowerSwitch S5224-ON - [amer_s5224-on_12925]		\$6,590.17	2	\$13,180.34

Estimated delivery if purchased today:

Sep. 30, 2019

Contract # 26AHO

Description	SKU	Unit Price	Qty	Subtotal
Dell EMC S5224F-ON Switch, 24x25GbE SFP28, 4x100GbE QSFP28, IO to PSU, 2xPSU, OS10	210-ASQS	-	2	-
OS10 Enterprise, S5224F-ON	634-BRWJ	-	2	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty 1 Year	818-4983	-	2	-
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	818-4992	-	2	-
Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Extended to 4 Years	818-4994	-	2	-
ProSupport Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	818-5006	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Dell Networking S Series 5XXX Switch - Deployment Verification	804-2151	-	2	-
ProDeploy Dell Networking S Series 5XXX Switch - Deployment	821-5786	-	2	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	450-AASX	-	2	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	450-AASX	-	2	-
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	470-ABOU	-	2	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 1 Meter	470-ACES	-	16	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter	470-ACET	-	4	-

Subtotal:	\$153,258.40
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$153,258.40

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: [Dell's Terms of Sale](#), which include a binding consumer arbitration provision and incorporate Dell's U.S. [Return Policy](#) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - [Type A](#) and use of the Dell-branded system software is subject to the Dell End User License Agreement - [Type S](#).

If your purchase is for Mozy, in addition to the foregoing applicable terms, your use of the Mozy service is subject to the terms and conditions located at <https://mozy.com/about/legal/terms>.

If your purchase is for Boomi services or support, your use of the Boomi Services (and related professional service) is subject to the terms and conditions located at <https://boomi.com/msa>.

If your purchase is for Secureworks services or support, your use of the Secureworks services (and related professional service) is subject to the terms and conditions located at <https://www.secureworks.com/eula/eula-us>.

If this purchase is for (a) a storage product identified in the DELL EMC Satisfaction Guarantee Terms and Conditions located at (["Satisfaction Guarantee"](#)) and (ii) three (3) years of a ProSupport Service for such storage product, in addition to the foregoing applicable terms, such storage product is subject to the Satisfaction Guarantee.

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.



LAWRENCEVILLE

GEORGIA

16.

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GEBERAL DISCUSSION

Item:	IT Consulting – Server and Network Security Enhancements
Department:	Information Technologies Department
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	\$24,687.50
Presented By:	Kyle J. Parker
Action Requested:	Staff requests approval to contract with SHI International to provide IT Consulting Services for Server and Network Security Enhancements in the amount of \$24,687.50.

Summary: SHI International will provide professional IT consulting services to assist with the setup of the new Dell servers and the migration of existing data and systems hosted on existing servers. Additionally, SHI will reconfigure our existing network and Check Point Threat Management system to enhance the overall security of our systems. SHI provided similar services during the Police Department ransomware recovery project.

Fiscal Impact: \$24,687.50. Funding is available in account 100-5.02.1535.521240

Attachments/Exhibits:

SQL - Quote - Server and Network Security Enhancements



ENHANCEMENT SERVICES

Statement of Work

Prepared for City of Lawrenceville



Account Executive: Lauren Rallis | **Email:** lauren_rallis@shi.com | **Phone:** 732-652-3086

Proposal Date: 9/19/2019

CITY OF LAWRENCEVILLE PROPOSAL FOR SERVICES

1. OVERVIEW

SHI International Corp. ("SHI") is pleased to submit this proposal for services to support City of Lawrenceville ("Customer") in their IT Consulting Services ("Services"). We have assisted many customers with similar projects and our team of experienced consultants are dedicated to providing you a successful implementation.

2. SCOPE OF SERVICES

Professional Services Scope for providing enhancement services to the network and Servers at City of Lawrenceville GA.

1. Server Enhancement Scope

Windows Servers stand point

- Build Hyper-V cluster on 4 new Hosts
- Build new LUNs and add to Cluster
- Create server templates
- Migrate VMs from old cluster to new (approx. 30 VMs as per Kyle's sheet)
- Build new VMs (approx. 10 VMs as per Kyle's list)
- Upgrade one 2008 VM to 2012 or 2016 based on compatibility
- Troubleshooting

2. Network Security Enhancement Scope

Network and Check Point Stand point

- Build isolated network zone for restoration
- Install the Check Point End Point on the Hypervisor
- Tweak the Check Point Profile to make sure all low confidence treats are also caught and blocked.
- Upgrade the Check Point End Point Clients on all end points (150 Approx.)
- Run scans on endpoints after endpoint upgrade to ensure there is no threat
- Remediate any identified threats
- Verify that the endpoint profile is tweaked to alert any issues/events

- Enable HTTPS inspection on Check Point Security Gateway
- Build HTTPS certs and deploy them to clients
- Build Application control and URL filtering policies
- Export URL filtering policy to Endpoint manager and install policy on endpoint clients
- Tweak Application control and URL filtering policies as per requirements
- Firewall policy cleanup
- Identify rules with any service, analyze traffic create service based rules
- Replace global/default rules with host specific rules
- Build DMZ segment, help COL move public facing servers to isolated segment
- Build policy for isolated segment to communicate with trusted endpoints
- Reconfigure switching network with VLANS to isolate segments based on network zones
- Documentation and troubleshooting

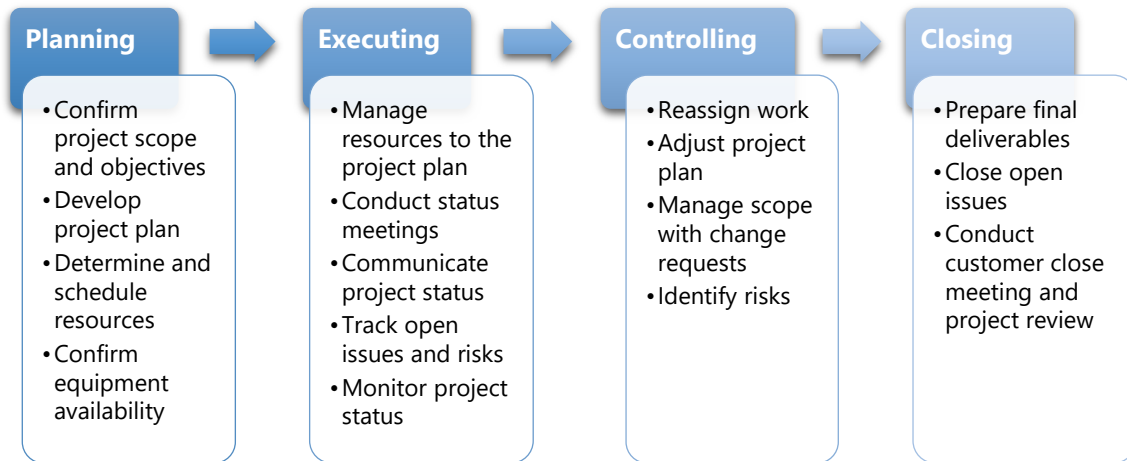
3. COMPLETION CRITERIA

SHI shall have fulfilled its obligations when any one of the following first occurs:

- SHI accomplishes the activities described within this SOW, including delivery to Customer of the materials in line with scope of work and Customer accepts such activities and materials without unreasonable objections.
- SHI resource will perform it's best to identify and troubleshoot the issues in a reasonable time frame as agreed mutually and will escalate any un resolved issues to obtain help from Product Vendor and will closely work with Product support team while keeping City of Lawrenceville informed with progress.
- In the event the Backup copies are corrupted or infected, SHI will not be responsible to restore data on such server instances.

4. PROJECT MANAGEMENT METHODOLOGY

This project will be managed using the *SHI Project Management Methodology*, which is based on the Project Management Institute's Framework, as follows:



5. PROJECT DURATION

The estimated project duration is 3 to 4 weeks not exceeding 135 hours *. SHI will work with City of Lawrenceville to provide the required resources to meet a schedule that would be agreeable to all parties. In addition, the schedule assumes reasonable access to City of Lawrenceville resources and does not allow for holidays, vacations, and unforeseen delays in deliveries.

**Please be advised that the above timeframe is to provide a general timeline for delivery and is not a true reflection of the total man hours/effort involved for this engagement.*

6. PROJECT TEAM

SHI will provide the following resources for this engagement:

Resource	Role
Ashok Pilla	SME Check Point CCSE Engineer
Sudhakar P	SME Windows Server Team (MCSE)
Pranav Gavara	Check Point Certified Engineer
Project Manager	Responsible for overseeing the project success, scope and risk management

7. ASSUMPTIONS

The services and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. SHI is not responsible for lost data. SHI recommends that City of Lawrenceville perform a full working backup of their data prior to the commencement of services.
2. Please note that the time designated for knowledge transfer is throughout the engagement. City of Lawrenceville is responsible for providing a resource dedicated to this engagement and the extent of the knowledge transfer is dependent upon the availability of this resource.
3. Minimum lead-time for scheduling is fourteen (14) business days from our receipt of the signed SOW and Purchase Order. Should you require more aggressive scheduling once these documents are received, please contact SHI to determine availability.
4. SHI will not develop applications as a part of this Statement of Work.
5. City of Lawrenceville will provide the necessary hardware to complete the engagement.
6. SHI is not responsible for delays caused by failures, including but not exclusive to systems, personnel or environmental causes or in receiving data from City of Lawrenceville.
7. Any restrictions or requirements regarding the SHI consultants' use of personal equipment must be stated in advance of the commencement of the engagement.
8. City of Lawrenceville will provide, to the extent necessary, administrative usernames and passwords available to meet necessary obligations.
9. City of Lawrenceville will provide necessary and accurate information regarding their current network environment. This information will include the technical configuration of the domain environment.
10. City of Lawrenceville will provide the necessary workspace and network access to provide the above services.
11. City of Lawrenceville will provide access to building(s) and room(s) as necessary to complete the services described above.
12. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of City of Lawrenceville. All wiring, hardware, and software required to perform the above services are in working order.
13. City of Lawrenceville will provide a technical point of contact during the time of this project.
14. No overtime services will be provided without a change order authorizing such charges. "Overtime" is defined as any work performed outside the hours of 8:00 AM to 5:00 PM local time.
15. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel.

Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.

16. SHI expects to complete the project in 3 to 4 weeks depending on the client support and maintenance window to implement. There will be a 1 Weeks Post implementation support included in this 3 Weeks for any issues encountered as a result of migration. In the event that there is a need to expand or change the scope or scheduling of this engagement, a formal addendum will be executed, and additional fees may apply.
17. The project accounts for 135 hours of work estimate. In the event there is more than 135 hours needed either due to change of scope or additional services hourly charges will apply on T&M basis for such additional work.

8. OUT OF SCOPE

Any services not listed in the Scope of Services section above are considered "out of scope", however, for purposes of clarity, these services are not in scope of this SOW:

- Hardware Purchase, Licensing or Ownership and Support of Security Gateway and Smart Center OR windows servers
- Review Issues related to applications or database
- Check Point End Point Media and Disk Encryption is not in scope
- Physical Hands and Eyes
- Ongoing support as well as Monitoring of the Hardware

9. CUSTOMER RESPONSIBILITIES

Both City of Lawrenceville and SHI are responsible for the successful execution of this Project. City of Lawrenceville agrees to the following assigned responsibilities:

- Prior to the start of this engagement, City of Lawrenceville will indicate to SHI in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Customer Contact").
- The Customer Contact will have the authority to act for City of Lawrenceville in all aspects of the Project; however any changes that affect the scope of this SOW, schedule or price will require that an amendment to the SOW be executed between the parties.
- The Customer Contact shall have the authority to resolve conflicting requirements.
- The Customer Contact will ensure that any communication between City of Lawrenceville and SHI is made through the SHI project manager.
- The Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.

- The Customer Contact will ensure that SHI project personnel have reasonable and safe access to the project site and adequate office space, if required.
- The Customer Contact will help resolve project issues and ensure that issues are brought to the attention of the appropriate persons within the Customer organization, if required.
- The Customer Contact will provide technical points-of-contact ("Technical Contacts"), who have a working knowledge of the enterprise components to be considered during this engagement. SHI may request that meetings be scheduled with Technical Contacts.
- City of Lawrenceville will inform SHI of any necessary access issues and security measures and provide access to all necessary hardware and facilities as required.
- City of Lawrenceville will provide, at no expense to SHI: computer hardware, software, and necessary access to the Customer network as required to complete the work described in this Statement of Work.
- City of Lawrenceville is responsible for providing necessary telecommunications equipment, and related infrastructure as required for the successful completion of this engagement.
- City of Lawrenceville will provide SHI consultants with adequate remote access and connectivity such as Cisco VPN, Nortel Contivity, etc., which will allow SHI consultants to independently access the Customer's network to perform the work described in this SOW. **NOTE: Alternative forms of access which are dependent upon Customer personnel such as using a shared desktop accessed via WebEx or similar solutions will INCREASE the time SHI consultants need to perform their work and therefore increase the cost associated with this SOW.**
- City of Lawrenceville agrees that all related information regarding this project will be communicated to SHI as expeditiously as possible.
- Customer to provide access to the City of Lawrenceville Network Architecture Documentation If any.
- Customer to provide access to current Check Point appliances and Management Center.
- Customer to provide access network configurations of the upstream and downstream switches/routers etc. as needed.
- Customer to provide access to firewall configurations and sccess including console.
- Customer to provide access to Check Point Support Portal for SHI resource to download licenses as well as log service requests.

10. PRICING AND PAYMENT SCHEDULE

The following tables detail the pricing for delivery of the services outlined in this proposal.

This quote is valid for 60 days from 9/19/2019.

SUMMARY	FEE
ENHANCEMENT SERVICES	\$24,687.50



The following table describes the project milestones. When these are completed and approved by City of Lawrenceville, SHI will invoice the specified amount.

MILESTONE	%	FEE
Project Close	100%	\$24,687.50
Total	100%	\$24,687.50

10.1. Billing Terms

SHI will inform City of Lawrenceville when a milestone (see Payment Schedule above) has been completed. If City of Lawrenceville is not satisfied the milestone conforms to the specifications as stated in the SOW, City of Lawrenceville will notify SHI within fifteen (15) calendar days in writing or by email. City of Lawrenceville will provide SHI with a reasonably detailed list of deficiencies in the delivered milestone. If City of Lawrenceville fails to provide SHI with a detailed rejection notice, the milestone shall be deemed accepted and SHI will proceed with invoicing in accordance with the Payment Schedule.

All invoices are due and payable within 30 calendar days of the invoice date.

Fees DO NOT include applicable taxes that must be collected. Please allow for taxes that may apply to the work outlined in your Purchase Order.

11. TRAVEL

All work is anticipated to be performed from CIT Office at Alpharetta, GA and City of Lawrenceville.

12. TERMS AND CONDITIONS

This statement of work (SOW) is subject to and governed by the terms of the Professional Services Agreement ("Agreement") shown in [SHI PSA - Terms and Conditions](#).

In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of this SOW only. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.



13. CONTACT INFORMATION

Please provide the following info:

Project Point of Contact (Customer Contact)	
Name:	Kyle Parker
Email Address:	kyle.parker@LawrencevilleGa.org
Phone Number:	678.407.6406
Send Invoices To:	
Name/Department:	
Address:	
City, State, Zip:	
Email Address:	
Phone Number:	
Can invoices be sent via email?	Yes ☐ No ☐

14. STATEMENT OF WORK ACCEPTANCE

The project scope, terms and conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the project defined in this document. The Customer's signature below authorizes SHI to begin the services described above and indicates the Customer's agreement to process and pay the invoices associated with these services.

The SHI assigned project manager and your account executive will be in touch to schedule a Project Kickoff meeting and confirm desired start and completion dates as soon as possible after SOW acceptance. Before the Project Kickoff, the SHI project manager and the SHI Practice Manager will allocate project resources in our best attempt to satisfy your scheduling desires. At the Project Kickoff, the SHI Project Manager will review the SOW, present the proposed timeline, resource requirements, and project deliverables. The project manager will also review the change control process to be followed, confirm the Customer Contact information, and any other project administrative items.

City of Lawrenceville	SHI International Corp
Signature:	Signature:
Print Name:	Print Name:
Title:	Title
Date:	Date:





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Managed Firewall Services
Department:	Information Technologies Department
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	\$4,050.00 per month, 36 months
Presented By:	Kyle J. Parker
Action Requested:	Award Managed Firewall Services to Cira InfoTech for a monthly fee of \$4,050.00 to be adjusted periodically based on the current number of endpoints for a term of 36 months. Total contract value of \$145,800.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: Staff is seeking approval to contract with IT consultant Cira InfoTech for Managed Firewall Services. Cira InfoTech will manage and monitor the Check Point Firewall and Threat Management Systems located at City Hall and the Police Department. The monthly fee is based on the number of endpoints (workstations) attached to the network and will be adjusted based on the endpoints attached to the system.

Fiscal Impact: \$4,050.00 per month, 36 months. Total contract of \$145,800.00. Funding is available in account 100-5.02.1535.52210.

Attachments/Exhibits:
Cira InfoTech Proposal



“Cira Infotech, Inc”

5755 N Point Parkway, Suite 81 & 82
Alpharetta, GA 30022

Managed Firewall Services Agreement to Perform “Managed Firewall Services” to the client “City of Lawrenceville, GA”

Date

August 28, 2019

Services Performed By:

“Cira Infotech, Inc”
5755 N Point Parkway, Suite 81
& 82
Alpharetta, GA 30022

Services Performed For:

“City of Lawrenceville, GA”
70 S Clayton Street, P.O. Box
2200, Lawrenceville, GA
30046, USA

This Managed Firewall Services Agreement (MFSA) is issued for the Managed Firewall Services contract between “City of Lawrenceville, GA” (“Client”) and “Cira Infotech, Inc” (“Supplier”), effective September 16, 2019 (the “Agreement”). This MFSA is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof.

Period of Performance

The Services shall commence on September 16, 2019, and shall continue for a period of 36 Months.

Engagement Resources

The following Resources will be engaged on a Shared basis model for the implementation of this project.

Name	Designation
Mahesh Garikota	Delivery Head
Ashok Pilla	SME Check Point CCSE Engineer
SOC Resources	Check Point Certified Engineers Level 2 and 3 Resources from Alpharetta GA

CIT's Understanding of City of Lawrenceville's environment

CIT has the following understanding of the client.

- ❖ The Client "City of Lawrenceville" currently has One Check Point Appliances each at the City and Police Dept. along with separate Smart Centers to manage these Security Gateways

Scope of Work

Managed Services Scope for Checkpoint 5K Security Gateway Implementation

1. The following Check Point devices are currently deployed at City of Lawrenceville Data Center

Part Number	Product Description	Quantity
CPAP-SG5200-NGTP	5200 Next Generation Threat Prevention (NGTP) Appliance	2
CPEP-ACCESS-P	Endpoint Access Control perpetual package. Provides endpoint firewall and VPN remote access	350
CPEP-ACCESS-3Y	50 x Endpoint Access Control package subscription for 3 years. Provides endpoint firewall and VPN remote access	
CPSB-MOB-50	Mobile Access Blade for 50 concurrent connections	50
CPEP-SBA-NGAV-3Y	350 x SandBlast Agent Next Generation AV - Advanced threat protection and automated endpoint forensic analysis for all malware types, for 3 years	
CPAP-NGSM405	Smart-1 405 Next Generation Security Management Appliance for 5 gateways	2

CIT in Scope

On Going day to day operational support including:

- Hardware health Monitoring and Alerting
- Policy Provisioning: Day to Day Firewall changes (No more than 5 changes a week or 20 changes a month)
- Incident Handling (Any issues with Firewall)
- Maintain the Firewall Currency including Hotfixes, Upgrades, IPS and other updates
- Tweaking of Firewall configurations / Troubleshooting any connectivity issues through firewall
- Maintain currency of the OS and blades
- Support all blades as licensed
- Responsible to work with issues related to Check Point and resolve them working with Check Point Support team
- Backup and Restore of Configurations on regular basis.
- Replace the gateways and bring it operational in the event of hardware/software fault
- Vulnerability Assessment will be performed before the start of engagement and ongoing Bi-Annual assessment for up to 100 internal devices. A detailed and summary report will be provided to City of Lawrenceville along with recommendations for mitigation. Any action required to address the vulnerabilities outside of Firewall will be City of Lawrenceville's responsibility including but not limited to Server patching, storage, desktop, network and applications.

Following Service Level Objective (SLO) will be applicable:

- 2 Hour response for any Monitoring Alert (SNMP based) via email / ticket
- 4 Hour response for any Priority 1 issues such as Hardware failure and major outage during business hours and 8 hour response outside of business hours
- 6 Hour response for any Priority 2 issues such as minor/partial impact to business during business hours and 24 hours response outside of business hours
- 2 Business day response for any Priority 3 issues such as non-impact/ low impact issues
- Same Business day response from high impact changes (provided changes are communicated via email or phone call before 12 Noon. Changes communicated after 12 noon will be processed next business day)
- 2 Business day response for any of the regular changes.

CIT Out of Scope

- Check Point Hardware Ownership, Licenses and Manufacturer support is COL's responsibility
- Review Issues related to applications or database not related to Firewall
- Network Device Configurations on the upstream and downstream devices
- Physical Hands and Eyes
- Anything not specified in the In Scope section above.
- The Hardware and MSP services have been scoped based on the current capacity and additional 20 % growth. In the event there is change in scope more than 25% this would result in update of the proposal and price implication.

City of Lawrenceville to Provide

- Access to the Client Network Architecture Documentation If any
- Network Configurations/Access to the upstream and downstream Switches/Routers etc. as needed
- Firewall Configurations and Access including Console
- Access to Check Point Support Portal for CIT resource to download licenses as well as log service requests for the current hardware.
- B2B VPN with Cira SOC at Alpharetta GA and Remote Access account to access Data Centers (for device monitoring and supporting)

Completion Criteria

Contractor shall have fulfilled its obligations when any one of the following first occurs:

- Contractor accomplishes the Contractor activities described within this SOW, including delivery to Client of the materials in line with scope of work and Client accepts such activities and materials without unreasonable objections.
- CIT resource will perform it's best to identify and troubleshoot the issues in a reasonable time frame as agreed mutually and will escalate any un resolved issues to obtain help from Product Vendor and will closely work with Product support team while keeping City of Lawrenceville informed with progress.
- CIT does not guarantee or be responsible for any product features nonfunctional due to limitation from Product/Service from Manufacturer (In this case Check Point)

Consultation Charges

CIRA INFOTECH is pleased to provide Managed Firewall services to City of Lawrenceville as described in the above sections for a fixed monthly cost. The Ongoing Managed services will start from the date of signing the contract and will continue for a period of 36 Months. At the end of 36 Month Contract. In the event that there is a need to expand or change the scope or scheduling of this engagement, a formal addendum will be executed and additional fees may apply.

Monthly Managed Services Cost	Duration	Service covering both City of Lawrenceville and Police Dept.
\$ 2,250 / Month	36 Months	Check Point Managed Firewall Services as per the Scope defined in the document for 2 Check Point 5200 Security Gateways
\$ 4.50 /End point Total est. \$ 1,575 per month	36 Months	Check Point End Point Support QTY - 350

Note: This pricing quotation is valid for sixty (60) days from the date of this Proposal and based on Net 30 days Payment term.

Optional Bundled Add-on Security Services		
\$ 950 / Month.	36 Months	24x7 SIEM Services (Security Incident and Event Monitoring Services) – 250 GB of log data per month

IN WITNESS WHEREOF, the parties here to have caused this MFSA to be effective as of the day, month and year first written above.

“City of Lawrenceville, GA”

“Cira Infotech, Inc”

By: _____
Name:

Title:

By: _____
Name:

Title:





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Pole Attachment Agreement with MCImetro Access Transmission Services Corp.
Department:	City Clerk
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	TBD
Presented By:	Karen Pierce
Action Requested:	Consider Approval of the pole attachment license agreement for distribution poles with MCImetro Access Transmission Services Corp.

Summary: The revisions to this ordinance will include the changes necessary for standardized residential carts, as well as the Urban Commercial Service which covers dumpster service in the immediate 9-block downtown area.

Fiscal Impact: none

Concurrences:

Attachments/Exhibits:
Sanitation Ordinance



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: DISCUSSION OF GENERAL CITY BUSINESS

Item:	Resolution to Adopt a Shared Leave Policy
Department:	City Manager
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	To be determined
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of the final shared leave policy and Adopt a Resolution Authorizing a Shared Leave Policy and giving the City Manager the authority to update from time to time as needed.

Summary: The Shared Leave Policy will give employees the opportunity to donate earned sick and/or Paid Time Off (PTO) to employees that meet certain conditions that cause them to use all their available leave. The Shared Leave Policy follows Family Medical Leave Act (FMLA) guidelines and creates a leave bank from donations of leave. Since the leave has already been earned by the donating employees, it is not creating additional leave.

Fiscal Impact: The fiscal impact is anticipated to be minimal since the policy is not creating additional leave.

Concurrences: The draft Shared Leave Policy has been reviewed by all City Departments and the City Attorney. Their suggestions and comments have been incorporated into this final document.

Attachments/Exhibits:

Resolution to Adopt Shared leave Policy
Shared Leave Policy Final

RESOLUTION _____

RESOLUTION TO ADOPT A SHARED LEAVE POLICY

WHEREAS, the City Council of the City of Lawrenceville has adopted personnel policies and they have been amended from time to time providing guidance to its employees; and

WHEREAS, said policies adopted by the City Council of the City of Lawrenceville did create the standard of expectations for employees and for the City and did designate the duties and responsibilities of employees, supervisors, management and others; and

WHEREAS, the City Council of the City of Lawrenceville have therefore established that the City is committed to creating and maintaining policies conforming to the best practices for organizations of our type.

NOW THEREFORE BE IT ORDAINED AND RESOLVED that the 2019 Shared Leave Policy presented by the Deputy City Manager is approved and adopted, and all ordinances, policies, and procedures previously approved and in conflict with the 2019 Shared Leave Policy are hereby repealed.

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

IT IS SO ORDAINED AND RESOLVED this ____ day of November, 2019.

Judy Jordan Johnson, Mayor

ATTEST:

Karen Pierce, City Clerk

Shared Leave Policy

The Shared Leave program is an employee-to-employee benefit that is offered in addition to other benefits provided by the City. This is not a City benefit, but one which is administered by the City (1) to facilitate leave donations among employees in the case of a medical emergency as defined in this Policy and (2) under which an employee may apply for Shared Leave donations from the Shared Leave Bank.

This program is intended solely to provide alternatives to expand paid leave options for employees with a medical emergency as described below. It is not meant to extend the employment of an employee when the possibility of return to work is not probable, nor is it to be used as a bridge to retirement or resignation.

Purpose

The purpose of this Policy is to set out the conditions under which City employees may donate leave to the Shared Leave Bank and receive shared leave from the Shared Leave Bank.

Participation

All full-time employees who have been employed by the City for at least 12 months and worked at least 1,250 hours over the last 12 months are eligible for this program. To be eligible to request leave from the Shared Leave Bank, employees must have contributed at least four (4) PTO or sick leave hours to the Shared Leave Bank during the last annual benefits enrollment period. An exception to this requirement may be made until the initial benefits enrollment period is complete. Any requests must be made to the Human Resources Director with a final decision by the City Manager.

Guidelines

Conditions of Shared Leave:

The conditions under which an employee may request and receive Shared Leave.

(1) Serious health condition: An employee who has a serious health condition or has an eligible family member with a serious health condition are eligible to receive donations from the Shared Leave Bank. A serious health condition is an illness, injury, impairment or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities

Qualifications: In order to qualify to receive donations from the Shared Leave Bank, employees must have worked with the City for a minimum of 12 months. Those employees with a serious health condition are eligible to receive donations from the Shared Leave Bank and must have donated a minimum of four (4) hours of accrued PTO or sick leave to the Shared Leave Bank. The initial contribution will help establish the leave pool that will be necessary to provide Shared Leave for recipients who have a medical emergency.

After making the initial contribution of 4 hours of accrued PTO or sick leave, employees may then contribute additional hours of PTO or sick leave to the Shared Leave Bank with a maximum contribution of 80 hours per year. Contributors must retain a minimum leave accrual of 80 hours of PTO or sick leave or a combination of the two after any contribution to the Shared Leave Bank.

Intermittent Shared Leave: Shared Leave may only be used for the purposes for which it was originally approved; therefore, intermittent use of Shared Leave is only permitted for medical needs associated with the serious health condition for which the Shared Leave was approved.

Definitions

Immediate Family Member: Consistent with the Family Medical Leave Act, immediate family member is defined by the following relationship to the employee: parent, spouse, and child (including adult children who are incapable of self-care due to mental or physical disability). It also includes the employee's "next of kin", but only in situations of caring for an injured service member.

Shared Leave Bank: A holding account for leave. Leave can be donated directly to this account by employees to unnamed recipients for medical emergencies as defined in this policy.

Terminating Employment: Ending employment for any reason.

Program Requirements and Procedures

Recipient (Employee requesting shared leave)

The City Human Resources Department will verify the following requirements:

1. *Medical Conditions:* Recipients may request shared leave donations for a medical condition meeting the definitions of medical emergency as defined in this policy. The medical condition can be for the employee or for his/her family member as defined above.

2. *Performance Requirement:* The recipient's current performance must be at an acceptable level as defined by having received an average score of 3 or above on the employee's most recent performance appraisal.
3. *Exhaust Leave:* Recipients must exhaust all paid leave (sick, extended sick leave bank, PTO, Comp Time and holiday) before receiving leave from the Shared Leave Bank. The application process can be started prior to actual depletion of leave.
4. *Application:* Employees who would like to receive Shared Leave must complete a 'Request to Receive Shared Leave' form, available in the Human Resources Department and on the ESS site. If the recipient is unable to complete the application, his/her supervisor may do so upon verbal permission of the employee. No medical information can be released to anyone outside the Human Resources Department without the written, signed consent of the recipient.
5. *Medical Certification:* Employees who request Shared Leave must supply a 'Certification of Health Care Provider' form from an attending physician. This form is available in the Human Resources Department and on the ESS page and must be submitted to the Human Resources Director. Human Resources may periodically request a recertification from the health care provider as defined by FMLA.
6. *HR Department Review:* All applications to receive shared leave must first be submitted to the Human Resources Department. The Human Resources Director will determine if there is ever a need to share medical information with anyone involved in this process on a case by case basis.
7. *Short Term Disability:* If the recipient is eligible and scheduled to receive short term disability benefits, he/she is only eligible to use Shared Leave to bridge the gap between Short Term Disability payments and 100% of the recipient's regular weekly salary. Regular weekly salary being the employee's regular hourly rate times forty (40) hours.

Shared Leave Approval:

If an employee meets all the forgoing conditions and requirements for receiving shared leave from the Shared Leave Bank and there is adequate leave in the Shared Leave Bank, then the employee's request shall be approved for the leave request by the Human Resources Director. Subsequent request for leave shall be evaluated in the same manner. Employees who receive shared leave may receive no more than 480 hours (12 weeks) within a rolling 12-month period.

Replenishment

If the Shared Leave Bank pool of leave falls below 120 hours, then the Human Resources Director will notify participants of a mandatory assessment of an additional 8 hour contribution to replenish the pool. Participants may opt-out at that

time, but will not be eligible to rejoin the Shared Leave Bank for one year and are not eligible to have any donated leave returned. The Human Resources Director shall determine continued viability of the Shared Leave Bank based on this minimum number of hours and may suspend contributions to recipients until the pool is replenished. Participants may opt-out of the Shared Leave Bank at the beginning of each calendar year during benefits open enrollment.

Other Requirements:

Unused and Accrued Leave: Shared leave must be used for the purpose for which it was granted. It may not be used toward calculation for creditable service toward retirement or for any other purpose. Upon returning to work or terminating employment, any unused leave received under this policy will be removed from the recipient's leave account and placed in the Shared Leave Bank. The recipient will be able to retain any PTO leave accrued in his/her own PTO account while on paid Shared Leave.

Maximum Leave and Period of Use: An employee is eligible to receive a maximum of 480 hours (12 weeks) of shared leave within a rolling 12 month period, measured forward from the date of the employee's first use of shared leave. This amount is solely dependent on the amount of leave available in the Shared Leave Bank.

Concurrent with FMLA: When the condition for which "shared leave" qualifies for the 12-week FMLA entitlement, use of Shared Leave and the FMLA entitlement shall run concurrently.

Donor

1. *Accrued Leave Balances:* At the time the donation is approved, employees donating leave must retain a balance of 40 hours of PTO, 40 hours of sick leave or 80 hours combination in reserve.
2. *Donation Minimums and Maximums:* PTO and sick leave may be donated to the Shared Leave Bank. Leave must be donated in one-hour increments with a minimum of 4 hours initial donation and up to a maximum of 80 hours of PTO and/or sick leave annually.
3. *Donations Anonymous:* All donations shall be anonymous.
4. *Donation Authorization:* Donors must submit to Human Resources a 'Shared Leave Donor Authorization' form, available in the Human Resources Department and through the City ESS page.

5. *Termination Donations:* Terminating employees may donate PTO and/or accrued comp time leave, but are not eligible to donate sick leave.

City Manager Authority Extended

The City Manager shall have the authority to authorize changes within this policy to maintain compliance with City Ordinances, other City policies and applicable State and Federal requirements and such changes shall be approved in writing by the City Manager.

This policy becomes effective _____ and shall remain in effect until amended by the City Council or the City Manager.

Chuck Warbington, City Manager

Date



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION ITEM

Item:	Ordinance to Amend Chapter 2, Section 2-27 to Provide Council Meeting Dates and Times
Department:	City Clerk
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	None
Presented By:	Karen Pierce
Action Requested:	Approve the amendment to Chapter 2, Section 2-27 to Provide Council Meeting Dates and Times

Summary: The 2020 Council meeting calendar was approved to move the work session to the second Wednesday of the month and the regular meeting to the fourth Monday of the month and this ordinance amendment is needed to make the ordinance consistent with those changes.

Attachments/Exhibits:

Chapter 2 Meetings 10-16-19

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA, CHAPTER 2, SECTION 2-27 TO PROVIDE COUNCIL MEETING DATES AND TIMES

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 2 of the Code of the City of Lawrenceville, Georgia is hereby amended by deleting Section 2-27 – Meetings in its entirety and replacing it with the following:

Sec. 2-27. - Meetings.

The City Council shall hold regular meetings on the last Monday of every month at 7:00 p.m., unless otherwise ordered by the City Council. The City Council shall hold work session meetings on the second Wednesday of every month at 5:00 p.m., unless otherwise ordered by the City Council. A special called meeting of the City Council may be convened at any time in accordance with Georgia law. All meetings at which official actions are to be taken shall be open to the public in accordance with the Open Meetings Act, O.C.G.A. § 50-14-1 et seq.

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

IT IS SO ORDAINED, this _____ day of _____, 2019.

Judy Jordan Johnson, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, OCTOBER 16, 2019

AGENDA CATEGORY: GENERAL DISCUSSION

Item:	Ordinance Amendment to Chapter 30 Solid Waste
Department:	Public Works/Finance
Date of Meeting:	Wednesday, October 16, 2019
Fiscal Impact:	None
Presented By:	Barry Mock & Keith Lee
Action Requested:	Request Approval of amendments to Chapter 30 Solid Waste Ordinance

Summary: The revisions to this ordinance will include the changes necessary for standardized residential carts, as well as the Urban Commercial Service which covers dumpster service in the immediate 9-block downtown area.

Fiscal Impact: none

Concurrences:

Attachments/Exhibits:

Sanitation Ordinance

Article 30.1 - General

Section 30.1.1 - Services Provided.

The city may provide for the following utilities and services:

- (a) Residential garbage and solid waste disposal;
- (b) Commercial waste collection and disposal;

Section 30.1.1 - Definitions.

As used in this chapter, the following terms shall have the meanings ascribed to them respectively:

Authorized agent means designee of owner of the property. Excludes tenants.

Commercial waste means all waste byproducts of manufacturing or commercial establishments, cinders and ashes from commercial boilers, and cardboard and wooden boxes, crates and barrels.

Container means an object than can be used to hold and / or transport garbage and commercial waste. A container may also refer to dumpster.

Curbside means a location near the street, behind the curb-line and not blocking a sidewalk, where trash receptacles are readily accessible to collection vehicles. The City Manager or his/her designee may authorize the location of containers within the public right-of-way at specified places and times when such location is necessary for the expeditious collection of garbage.

Entity means the actual business or house for collection.

Garbage means domestic waste including meat, vegetable and fruit scraps, cans, bottles, paper, cardboard, rags, ashes and other such waste material ordinarily disposed from residences, churches, schools, small business establishments and other such places. Animals, fowl and fish entrails, bones and carcasses whether in whole or in part, from business establishments such as slaughterhouses and meat and fish markets shall not constitute "garbage", but shall constitute "other waste."

Large items means furniture, appliances, mattresses and the like which are of no use to a homeowner or charity.

Other waste means animal, fowl and fish excrement, entrails, bones, carcasses in whole or in part and dead animals, and any other refuse material not otherwise classified herein.

Other yard waste means yard waste which is loose and not bagged.

Owner means person or persons who own the actual property whether commercial, industrial, multi-family or residential.

Recyclables includes comingled materials designated by the public works department as part of the city recycling program and not required to be separated prior to collection.

Recycling means to treat or process to make suitable for reuse.

Recycling container is a watertight plastic container equipped with a lid and authorized by the public works department for use as part of the city recycling program.

Yard waste means yard waste such as weeds, grass and hedge trimmings, leaves, brush, tree limbs and other such material contained in bags or other approved container.

OTHER Do we need other definitions? If not, delete this line.

Article 30.2 - Residential Garbage and Solid Waste Disposal

Section 30.2.2 - City to Collect Garbage, Recycling and Yard Waste.

The City of Lawrenceville will collect all household garbage, recycling and yard waste generated within the city limits. No permits will be issued to private companies to collect household garbage, recycling and yard waste unless the city is unable to furnish the service. Such services shall be authorized by the city as needed, at which time the city shall issue a letter with a set permit fee. The method for delivering the service(s) will be determined by Mayor and City Council.

Section 30.2.3 - Commencement of Service.

All property owners or their authorized agents shall be required to pay for garbage/solid waste collection and disposal for all habitable property within the city and for the payment of fees to the city for such services. An owner or authorized agent shall notify the finance department of the city of proper contact and billing information and shall be responsible for updating said information as needed. Garbage and solid waste collection fees shall be a charge against the property.

Section 30.2.4 - Fees.

The collection fees for residences shall be such as may be set from time to time by the Mayor and City Council. The Mayor and City Council may suspend or waive fees.

- (a) *Residential Service:* The finance department of the city shall maintain on file and make available to the public a record of the costs, fees, service charges and deposits for curbside garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined by mayor and council and shall also cause a penalty as determined by mayor and council. Continued delinquent accounts shall be subject to imposition of a lien against the property served in accordance with the city charter. Monthly charges shall be billed based on one service a week. The monthly charges are:
 - a. Standard Residential property curbside pick-up
 - i. The City will provide one (1) 95-gallon container at no charge.
 - ii. Monthly charge will be billed at \$20.00 per month.
 - b. Premium Residential property curbside pick-up
 - i. The City will provide one (1) 95-gallon container at no charge.
 - ii. Premium residential service accounts may elect to have more than one City provided 95-gallon container. For each additional container, account holder shall pay a one-time fee as determined by the City Manager and/or designee.
 - iii. Monthly charge will be billed \$20.00 per month/per container.
- (b) All garbage bills shall be due when received, and if a utility bill is not paid within fifteen days of billing, a penalty of ten percent of the amount of the bill shall be added thereto.
- (c) Large/Bulk Item Fees
 - a. Large items that are in excess of the provided container, will be collected by the City and are subject to the laws of the City. A fee will be charged for these large/bulk items, and the fee schedule is listed in the Sanitation Collection Policy.
 - b. Standard limb, leaf & yard debris is collected by the City at no charge to the resident. However, excessive amounts of limbs, leaves and other yard waste, will be subject to a fee of \$25 for a one-half truck load, or \$50 for a full truck load.

Section 30.2.5 - Garbage and Recycling Containers; Collection.

- (a) Every individual residence or premises where people reside shall be provided with a household garbage container or containers sufficient to accommodate seven (7) days accumulation of garbage.

- (1) Standard garbage collection service shall be provided for one (1) container. Residents must place garbage inside the provided container for curbside household garbage collection. No loose bags or personal cans will be serviced by the City.
 - (2) Premium garbage collection service shall be provided for two (2) or more containers at an additional cost as determined by Mayor and City Council as described in section XXX.
 - (3) Every individual residence or premises where people reside shall be provided, upon request, with one (1) recycling container for curbside collection of approved recyclables. Residents must use the provided container for curbside recycling collection. It shall be unlawful to place garbage or recycling for collection in a box, tub, crate or container that is not provided by the city. All garbage and recycling must be placed in the provided container(s) for collection. Any garbage, recycling, yard waste, or other waste defined in this chapter left at curbside shall be deemed waste material and shall, subject to the limitations of this chapter, be picked up by the city at a charge to the property owner or his authorized agent. Those owners or authorized agents exceeding the amount or type of garbage and/or waste allowed shall be deemed in violation of this article and shall be subject to those general penalties described in the Lawrenceville Code of Ordinances.
- (b) Garbage and recycling containers shall be placed at the curb no earlier than 5:00 p.m. the day before pickup. To insure pickup, containers should be placed at the curb no later than 7:00 a.m. on the day of collection.
 - (c) Garbage shall be collected from the curbside, or other suitable location authorized by the City Manager or his/her designee, at residential premises once weekly.
 - (d) Non-collectable and prohibited items. Certain items, by their nature, prohibit disposal or collection by ordinary or routine means due to their size, weight, volume, bulk, putrescibility, injurious or hazardous characteristics. The following is a nonexclusive list of the type of items that shall not be collected by the service provider as part of its routine service. This includes curbside-recycling collection. Placement of these items or similar items in receptacles serviced by both the garbage and recycling providers is prohibited:
 - (1) The placement of the following prohibited items in receptacles placed on the curb for pickup by the city is unlawful and punishable according to this Code in addition to any federal and state penalties. The public works department shall maintain, on file, information regarding proper disposal practices for prohibited items.
 - a. Vehicle batteries.
 - b. Toxic, caustic, infectious, contagious, explosive or otherwise hazardous waste:
The service provider shall not collect nor handle toxic, caustic, infectious, contagious, explosive or otherwise hazardous waste for disposal. Such waste shall be disposed of in accordance with federal, state and local laws and procedures.
 - (2) Items similar to, but not limited by the following, may be collected curbside with additional fees:
 - a. Household appliances and furniture.
 - b. Carpets or carpet scraps.
 - c. Bed mattresses and box springs.
 - (3) Curbside collection of more than five (5) items must be approved by the City Manager or his/her designee. Additional fees may apply.

Section 30.2.6 - Collection Exceptions.

Exceptions to the curbside requirement may be granted, at the discretion of the City Manager or his/her designee of the city. Non-Curbside service is available upon request and/or upon reasonable verification for the disabled or persons sixty-five (65) years of age or older. A collection exemption form must be completed & submitted to the Sanitation Department.

Section 30.2.7 - Yard Waste—Preparation and Placement for Collection.

- (a) All leaves, pine needles and other small items of yard waste collection will be determined by the City Manager and/or designee based on the available City resources.
- (b) Tree trunks and large limbs and other waste shall be prepared, sorted, and accumulated in a manner as determined by the City Manager and/or designee
- (c) Tree contractors and professional landscaping businesses shall be responsible for disposal of their own waste.
- (d) Yard waste shall be collected by city trucks on days established by the Mayor and City Council; provided, that at no time shall trash be placed in such a manner as to obstruct gutters, drains, walkways or streets. Tree limbs and branches which exceed three (3) feet in length or eight (8) inches in diameter will not be picked up by city crews.

Section 30.2.8 - "Other Waste", Disposal by Owner; Hospital Wastes, etc.

- (a) "Other waste", as defined in this chapter, shall be disposed of by persons in charge of the residence or establishment where such wastes are generated. Disposal shall be at the disposal facility designated by the city or as authorized by the City Manager or his/her designee.
- (b) It shall be unlawful for any person to dispose of any soiled linen, cotton or bandages, or waste or refuse of any kind from any hospital, sanitarium, infirmary, clinic or undertaker's shop, whether public or private, in any manner except by incineration, unless otherwise directed by the City Manager or his/her designee. Kitchen wastes from such establishments are expressly exempt from this requirement.

Section 30.2.9 - Littering Prohibition.

- (a) It shall be unlawful for any person, firm or corporation, in person or by his agent, employee or servant, to cast, throw, sweep, sift or deposit in any manner in or upon any public way or other public place in the city or the river, creek, branch, public water, drain, sewer or receiving basin within the jurisdiction of the city, any kind of leaves, dirt, rubbish, waste article, thing or substance whatsoever, whether liquid or solid. Nor shall any person, firm or corporation cast, throw, sweep, sift or deposit any of the aforementioned items anywhere within the jurisdiction of the city in such a manner that it may be carried or deposited in whole or in part, by the action of the sun, wind, rain or snow, into any of the aforementioned places; provided, that this section shall not apply to the deposit of material under a permit authorized by any ordinance of the city; or to goods, wares or merchandise deposited upon any public way or other public place temporarily, in the necessary course of trade and removed therefrom within two (2) hours after being so deposited; or to articles or things deposited in or conducted into the city sewer system through lawful drains in accordance with the ordinances of the city relating thereto.
- (b) All business firms dispensing their product in cups, plates, wrappers, sacks and other similar forms of containers shall provide adequate metal or plastic containers upon the premises for collection of refuse. It shall be the express responsibility of all such business firms to collect all cups, plates, wrappers, sacks and other similar forms of containers dispensed by said business that may be discarded upon the premises or neighboring street and sidewalks. It further shall be the responsibility of said business to collect the aforementioned items from the premises of the neighboring property when the owners of the property specifically request and authorize the business personnel to enter upon their property for that purpose.
- (c) Any person who shall violate any of the provisions of, or who fails to perform any duty imposed by this section or who violates any order or determination of the department promulgated pursuant to this article shall be punished as prescribed in section 1.16 and, in addition thereto, may be enjoined from continuing the violation. Each day a violation occurs shall constitute a separate offense. Any willful and wanton violation of this subsection resulting in the unlawful littering of the streets, sidewalks and neighboring property shall be deemed a nuisance and on conviction thereof by the city court of

Lawrenceville, the mayor and council may after notice and a hearing revoke the business license of the violator.

Section 30.2.10 - Dogs Spreading Garbage.

It is specifically declared that dogs which turn over garbage containers or spread garbage over the streets or rights-of-way of the city shall constitute a nuisance capable of abatement in the municipal court of the city, in addition to any penalties imposed under this Code.

Article 30.3 - Commercial Waste Collection and Disposal ¹⁴

Section 30.3.1 - When Commercial Garbage Receptacles Required.

The owners and/or operators of commercial and industrial establishments and/or apartment houses, including public housing consisting of six (6) or more living units, may, subject to the determination of the City Manager or his/her designee, obtain from the city commercial containers in sufficient number to adequately contain the garbage and refuse disposal at the location. The type, size, number and location of commercial containers required by this section shall be subject to the approval of the City Manager or his/her designee. It shall be the responsibility of the owner of the property to collect fees from tenants, leases or association owners. Common containers may be requested for commercial garbage service; however, a written request must be submitted to the City Manager or his/her designee for approval before such arrangement is allowed.

Section 30.3.2 - Fees.

The collection fees for commercial establishments, factories and other business places shall be such as may be set from time to time by the Mayor and City Council.

- (a) *Commercial Service:* The finance department of the city shall maintain on file and make available to the public a record of the costs, fees, service charges and deposits for garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined by mayor and council and shall also cause a penalty as determined by mayor and council. Continued delinquent accounts shall be subject to imposition of a lien against the property served, in accordance with the city charter. Monthly charges shall be billed based on a one service a week. Monthly charges are:
 - a. Standard Commercial property curbside pick-up
 - i. The City will provide one (1) 95-gallon container at no charge.
 - ii. Monthly charge will be billed at \$20.00 per month.
 - b. Premium Commercial property curbside pick-up
 - i. The City will provide one (1) 95-gallon container at no charge.
 - ii. Premium residential service accounts may elect to have more than one City provided 95-gallon container. For each additional container, account holder shall pay a one-time fee of \$50 per container.
 - iii. Monthly charge will be billed \$20.00 per month/per container.
 - c. Commercial dumpster service
 - i. The cost shall be billed \$100 per month/per dumpster. Dumpster will be serviced 1x/week.
 - ii. If the dumpster is to be serviced multiple times/week, the fee shall be multiplied by the number of services.
 - iii. Additional containers maybe purchased from the City at fee established by the City Manager or designee.
- (b) *Urban Commercial Service:* Defined as the nine (9) block downtown area between Oak Street and Luckie Street and Culver Street and Chestnut Street shall be served by City-owned facilities. The City will strive to install shared infrastructure where possible. The finance department of the city shall maintain on file and make available to the public a record of the costs, fees, service charges

and deposits for garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined by mayor and council and shall also cause a penalty as determined by mayor and council. Continued delinquent accounts shall be subject to imposition of a lien against the property served, in accordance with the city charter. Each commercial establishment shall be assigned one of the following Tiers based on the North American Industry Classification System (NAICS) for the business. The City Manager or designee shall maintain a list of NAICS codes by category. Specific properties may apply for or be identified as Commercial Service, and if accepted by the City Manager or designee, then may be served by an individual dumpster(s) provided by the City as described in section (a) above. Monthly charges are:

- a. Tier 1, \$300.00
 - b. Tier 2, \$150.00
 - c. Tier 3, \$100.00
 - d. Tier 4, \$20.00
- (c) Additional services required to maintain the cleanliness of the shared dumpster facility shall be billed to each participant at one quarter ($\frac{1}{4}$) the monthly charge for each service (listed above).
- (d) All garbage bills shall be due when received, and if a utility bill is not paid within fifteen days of billing, a penalty of ten percent of the amount of the bill shall be added thereto.
- (e) Large/Bulk Item Fees
- a. Large items that are in excess of the provided container, will be collected by the City and are subject to the laws of the City. A fee will be charged for these large/bulk items, and the fee schedule is listed in the Sanitation Collection Policy.

Section 30.3.3 - Placement of Commercial Containers.

Commercial containers required by this article shall be placed as required by the City Manager or his/her designee. If a commercial container is placed at any location other than that directed by the City Manager or his/her designee or if sufficient access to the container is blocked or obstructed in any manner, the container will not be emptied. The failure of the city to pick up garbage or trash under such circumstances shall not affect the garbage container rental or rate for this service. For all new developments and properties that are redeveloped, a written sanitation plan is required and should be approved by the City Manager or his/her designee. At a minimum the sanitation plan should include proposed location and number of dumpsters/containers, frequency of service, sharing information (if applicable) and contact information.

Section 30.3.4 - Commercial Containers Not to be Left on Streets; Exception.

Commercial containers containing garbage, ashes or other refuse material shall not be left for collection upon any street, sidewalk, avenue or other public place, except as specifically authorized by the City Manager or his/her designee

Section 30.3.5 - Night Collections.

Whenever the mayor and the council shall decide that the best interests of the public will be served by the collection of garbage from certain areas in the city at night, the City Manager or his/her designee shall be directed to make such collection.

The City Manager or his/her designee shall notify the occupants of the places of business within the designated area that the garbage will be picked up during certain hours and that the containers must be placed in the place designated for the pickup. All persons so notified shall comply with such order and shall place the containers as designated within such hours.

Section 30.3.6 - Special Requirements.

- (a) No building materials or refuse from building, remodeling, repair operations or landscape work will be handled by city forces. All waste material of this nature shall be removed by the contractor, or in the event of his failure, by the owner of the property; provided, that the owner may make application to the City Manager or his/her designee may, if practical, remove the rubbish at the expense of the owner. The charge made for such service shall be determined in each case with relation to the service performed or if a hardship exists determined by the City Manager or his/her designee.
- (b) Industrial wastes from factories, processing plants, dry cleaning operations and other manufacturing operations shall be collected, removed and disposed of by the operator of the enterprise.
- (c) The City Manager or his/her designee may remove any waste materials for which no provision is made in this section, provided the cost that is determined by the City Manager or his/her designee as being reasonable for the service performed is paid by the person making application for the removal of such waste material.

Section 30.3.7 –Indemnification

For properties with containers that are accessed off of City right-of-way, each property owner and affiliated person shall defend, indemnify and hold harmless the city, its officers, employees, agents, attorneys, consultants and independent contractors from and against all liabilities, whether special, incidental, consequential or punitive, and all other damages, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the garbage service, the installation, operation, upgrade, repair or removal of equipment or the provision of services through the equipment. The property owner and each affiliated person also shall cooperate with the city by providing such nonfinancial assistance as may be requested by the city in connection with any claim arising out of or in connection with the collection of garbage, or the negotiation or award of, this agreement.