



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, July 31, 2023
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. June 21, 2023 City Council Regular Meeting Minutes
2. July 19, 2023 Special Call, Work Session and Executive Session Minutes

Announcements

Public Comment

To participate in the Public Comment part of the Agenda, you must register with the City Clerk prior to the beginning of the meeting. Presentations will be limited to 2 minutes per person and Council will not respond to the comment.

Consent Agenda

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

- [3.](#) On-Demand Installation of New Gas Mains on an Annual Contract
- [4.](#) On-Demand Installation of New Gas Services on an Annual Contract
- [5.](#) Power Pole Replacement Service on an Annual Contract
- [6.](#) Purchase of 2500 KVA Transformers

- [7.](#) Comprehensive Field Data Collection for the Inventory of Overhead and Underground Electrical Utility Assets
- [8.](#) Approval and ratification of renewal of property and casualty insurances
- [9.](#) City of Lawrenceville Banking Services
- [10.](#) Design Management and Production Services on an Annual Contract

Public Hearing Old Business

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

- [11.](#) Millage Rate Public Hearing
- [12.](#) Resolution to Adopt Year 2023 Millage Rate

Public Hearing New Business

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

- [13.](#) ANNX2023-00007 & RZC2023-00051; J.J. Shah; 475 Philip Boulevard

Council Business New Business

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

- [14.](#) City Housing Priorities
- [15.](#) 480 North Perry Street property acquisition
- [16.](#) Intergovernmental Agreement with the Downtown Development

Authority of Lawrenceville to transfer 92 S Clayton Street to the DDA for redevelopment purposes

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, JULY 31, 2023

AGENDA CATEGORY: CONSENT AGENDA

- Item:** On-Demand Installation of New Gas Mains on an Annual Contract
- Department:** Gas
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:** \$642,272.40
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval to renew On-Demand Installation of Gas Mains on an Annual Contract to Harrison & Harrison, Inc. in the amount of \$642,272.40.

Summary: This is a demand service contract for labor and equipment to supplement the City of Lawrenceville’s Gas Department workforce and will be used on an “as needed” basis. The materials are supplied by the department. The work to be performed consists of but is not limited to the installation of new 2”, 4”, and 6” plastic gas mains. This is the second of four renewal options. Pricing has increased 5% as stipulated in the agreement.

Background: The initial award was approved for \$582,560.00. The first renewal was approved for \$611,688.00.

Fiscal Impact: Amount not to exceed \$642,272.40. This project is funded by the Capital Outlay Fund (5164700.541000) Project 11-029.

Attachments/Exhibits: Bid Tabulation

SB001-22

**On-Demand Installation of New Gas Mains on an Annual Contract
Gas Department**

				Harrison and Harrison, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	2-inch polyethylene gas main	30,000	LF	\$5.79	\$173,643.75
2	4-inch polyethylene gas main	10,000	LF	\$11.03	\$110,250.00
3	6-inch polyethylene gas main	500	LF	\$15.44	\$7,717.50
4	2-inch polyethylene gas main bore	5,000	LF	\$16.12	\$80,592.75
5	4-inch polyethylene gas main bore	1,250	LF	\$25.36	\$31,696.88
6	6-inch polyethylene gas main bore	200	LF	\$31.97	\$6,394.50
7	2-inch polyethylene gas main directional rock bore	500	LF	\$74.55	\$37,275.53
8	4-inch polyethylene gas main directional rock bore	500	LF	\$110.25	\$55,125.00
9	6-inch polyethylene gas main directional rock bore	100	LF	\$145.53	\$14,553.00
10	2" polyethylene valve installation	10	EA	\$55.13	\$551.25
11	4" polyethylene valve installation	10	EA	\$55.13	\$551.25
12	6" polyethylene valve installation	1	EA	\$55.13	\$55.13
13	2" polyethylene main tie-in	10	EA	\$551.25	\$5,512.50
14	4" polyethylene main tie-in	10	EA	\$937.13	\$9,371.25
15	6" polyethylene main tie-in	2	EA	\$1,047.38	\$2,094.75
16	1/2"-3/4" PE short side service, tap and tie over	30	EA	\$606.38	\$18,191.25
17	1/2"-3/4" PE long side service, tap and tie over	30	EA	\$826.88	\$24,806.25
18	2" PE short side service, tap and tie over	5	EA	\$826.88	\$4,134.38
19	2" PE long side service, tap and tie over	5	EA	\$1,323.00	\$6,615.00
20	4" PE short side service, tap and tie over	2	EA	\$1,378.13	\$2,756.25
21	4" PE long side service, tap and tie over	2	EA	\$1,378.13	\$2,756.25
22	2-inch tap, stop or bottom out steel tie in	2	EA	\$1,653.75	\$3,307.50
23	4-inch tap, stop or bottom out steel tie in	2	EA	\$6,339.38	\$12,678.75
24	6-inch tap, stop or bottom out steel tie in	1	EA	\$6,835.50	\$6,835.50
25	Blast rock removal price per linear ft.	500	LF	\$48.51	\$24,255.00
26	Placement of locate stations / markers	100	EA	\$5.51	\$551.25
TOTAL				\$642,272.40	
Will vendor hold pricing firm? Renewal Option 1				5% Increase	
Will vendor hold pricing firm? Renewal Option 2				5% Increase	
Will vendor hold pricing firm? Renewal Option 3				Percentage based on CPI increase	
Will vendor hold pricing firm? Renewal Option 4				Percentage based on CPI increase	

Recommended Vendor:

Harrison and Harrison, Inc.
PO BOX 5635
Athens, GA
706-549-2555
jameshh@bellsouth.net



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GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JULY 31, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** On-Demand Installation of New Gas Services on an Annual Contract
- Department:** Gas
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:** \$716,707.69
- Presented By:** Todd Hardigree, Gas Director
- Action Requested:** Approval to renew On-Demand Installation of Gas Services on an Annual Contract to Harrison & Harrison, Inc. in the amount of \$716,707.69

Summary: This is a demand service contract for labor and equipment to supplement the City of Lawrenceville’s Gas Department workforce and will be used on an “as needed” basis. The materials are supplied by the department. The work to be performed consists of, but is not limited to, installing new plastic gas services. This is the second of four renewal options. Pricing has increased 5% as stipulated in the agreement. The increase in Fiscal Impact is due to a projected increase in quantities for line item 2, 1/2 - 3/4 PE long side service and tap.

Background: The initial award was approved for \$473,900.00. The first renewal was approved for \$497,595.00.

Fiscal Impact: Amount not to exceed \$716,707.69. This project is funded by the Capital Outlay Fund (5164700.541000) Project 11-029.

Attachments/Exhibits: Bid Tabulation

SB002-22

**On-Demand Installation of New Gas Services on an Annual Contract
Gas Department**

				Harrison & Harrison, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	1/2"-3/4" PE short side service and tap	667	EA	\$578.81	\$386,067.94
2	1/2" -3/4" PE long side service and tap	333	EA	\$826.88	\$275,349.38
3	2" polyethylene gas service – short side	15	EA	\$1,102.50	\$16,537.50
4	2" polyethylene gas service - long side	8	EA	\$1,378.13	\$11,025.00
5	4" polyethylene gas service – short side	1	EA	\$1,929.38	\$1,929.38
6	4" polyethylene gas service - long side	1	EA	\$2,756.25	\$2,756.25
7	3/4-inch farm tap up to 100' - short side	6	EA	\$1,323.00	\$7,938.00
8	3/4-inch farm tap up to 150' - long side	3	EA	\$1,764.00	\$5,292.00
9	Installation of service valves (all sizes)	30	EA	\$165.38	\$4,961.25
10	Blast rock removal price per linear ft.	100	LF	\$48.51	\$4,851.00
TOTAL				\$716,707.69	
Will vendor hold pricing firm? Renewal Option 1				5 % Increase	
Will vendor hold pricing firm? Renewal Option 2				5% Increase	
Will vendor hold pricing firm? Renewal Option 3				Percent based on (CPI) increase	
Will vendor hold pricing firm? Renewal Option 4				Percent based on (CPI) increase	

Recommended Vendor:

Harrison & Harrison Inc
PO Box 5635
Athens, GA 30604
706-549-2555
jameyhh@bellsouth.net



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AGENDA REPORT

MEETING: REGULAR SESSION, JULY 31, 2023

AGENDA CATEGORY: CONSENT AGENDA

- Item:** Power Pole Replacement Service on an Annual Contract
- Department:** Electric
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:** \$275,000.00
- Presented By:** Huston Gillis, Electric Director
- Action Requested:** Approval to renew Power Pole Replacement Service on an Annual Contract to Over and Under General Contractors, Inc., in the amount of \$275,000.00.

Summary: This is a demand contract for labor to replace utility power poles that have failed inspection. This contract will be used on an as-needed basis. The materials will be supplied by the Electric Department. This is the first of four renewal options. Pricing has increased 3% as stipulated in the agreement.

Background: Original awarded amount was \$240,000.00. Change orders 1 and 2 were added to add services and increase the contract value to \$263,000.00.

Fiscal Impact: Amount not to exceed \$275,000.00. This project is funded by the Contract Labor Fund (5104600.523850) and the Capital Outlay Fund (5104600.541000).

Attachments/Exhibits:
Bid Tabulation

**SB015-22
Power Pole Replacement Services on an Annual Contract
Electric Department**

			Over and Under General Contractors, Inc.
ITEM #	DESCRIPTION	UNIT	UNIT PRICE
1	WOOD POLE, 30 FT CLASS 5	INSTALL	\$344.11
2	WOOD POLE, 35 FT CLASS 6	INSTALL	\$340.37
3	WOOD POLE, 40 FT CLASS 2	INSTALL	\$520.85
4	WOOD POLE, 45 FT CLASS 2	INSTALL	\$525.65
5	WOOD POLE, 50 FT CLASS 2	INSTALL	\$530.13
6	WOOD POLE, 55 FT CLASS 2	INSTALL	\$590.14
7	WOOD POLE, 60 FT CLASS 2	INSTALL	\$716.72
8	WOOD POLE, 65 FT CLASS 2	INSTALL	\$869.36
9	WOOD POLE, 70 FT CLASS 2	INSTALL	\$973.39
10	CONCRETE POLE, 30 FT CLASS 5	INSTALL	\$1,390.50
11	CONCRETE POLE, 35 FT CLASS 6	INSTALL	\$1,390.50
12	CONCRETE POLE, 40 FT CLASS 2	INSTALL	\$1,493.50
13	CONCRETE POLE, 45 FT CLASS 2	INSTALL	\$1,596.50
14	CONCRETE POLE, 50 FT CLASS 2	INSTALL	\$1,668.60
15	CONCRETE POLE, 55 FT CLASS 2	INSTALL	\$1,699.50
16	CONCRETE POLE, 60 FT CLASS 2	INSTALL	\$1,905.50
17	CONCRETE POLE, 65 FT CLASS 2	INSTALL	\$2,008.50
18	CONCRETE POLE, 70 FT CLASS 2	INSTALL	\$2,214.50
19	DUCTILE IRON POLE, 30 FT CLASS 5	INSTALL	\$344.11
20	DUCTILE IRON POLE, 35 FT CLASS 6	INSTALL	\$340.36
21	DUCTILE IRON POLE, 40 FT CLASS 2	INSTALL	\$520.85
22	DUCTILE IRON POLE, 45 FT CLASS 2	INSTALL	\$525.65
23	DUCTILE IRON POLE, 50 FT CLASS 2	INSTALL	\$865.55
24	DUCTILE IRON POLE, 55 FT CLASS 2	INSTALL	\$937.82

25	DUCTILE IRON POLE, 60 FT CLASS 2	INSTALL	\$1,119.61
26	DUCTILE IRON POLE, 65 FT CLASS 2	INSTALL	\$1,223.31
27	DUCTILE IRON POLE, 70 FT CLASS 2	INSTALL	\$1,278.10
28	COMPOSITE POLE, 30 FT CLASS 5	INSTALL	\$344.11
29	COMPOSITE POLE, 35 FT CLASS 6	INSTALL	\$340.36
30	COMPOSITE POLE, 40 FT CLASS 2	INSTALL	\$520.85
31	COMPOSITE POLE, 45 FT CLASS 2	INSTALL	\$525.65
32	COMPOSITE POLE, 50 FT CLASS 2	INSTALL	\$530.08
33	COMPOSITE POLE, 55 FT CLASS 2	INSTALL	\$590.14
34	COMPOSITE POLE, 60 FT CLASS 2	INSTALL	\$716.72
35	COMPOSITE POLE, 65 FT CLASS 2	INSTALL	\$869.36
36	COMPOSITE POLE, 70 FT CLASS 2	INSTALL	\$973.39
37	SPLIT BOLT ON EXISTING POLE TOP	INSTALL	\$20.97
38	LIGHT, FLOOD	INSTALL	\$184.02
39	LIGHT, ROADWAY	INSTALL	\$135.40
40	LIGHT, SECURITY	INSTALL	\$123.99
41	LIGHT ARM, 2'	INSTALL	\$61.99
42	LIGHT ARM, 12'	INSTALL	\$96.08
43	OH TRANSFORMER 10KVA - 75 KVA	INSTALL	\$311.48
44	OH TRANSFORMER BANK, -XX KVA	INSTALL	\$442.63
45	OH TRANSFORMER BANK, 3-XX KVA	INSTALL	\$520.57
46	PLATFORM MOUNT TRANSFORMER BANK	INSTALL	\$718.80
47	UG PRI SPLICE, 1/0 CABLE	INSTALL	\$142.10
48	UG PRI SPLICE, 1000 MCM CABLE	INSTALL	\$142.10
49	UG SEC SPLICE, #2	INSTALL	\$39.90
50	UG SEC SPLICE, #2/0	INSTALL	\$40.18
51	UG SEC SPLICE, 350 MCM	INSTALL	\$39.90
52	UG SEC SPLICE, #4/0	INSTALL	\$42.62

53	UG SEC SPLICE, #6	INSTALL	\$40.18
54	SHIELD, 2"	INSTALL	\$229.07
55	SHIELD, 4"-6"	INSTALL	\$236.02
56	TRANSFER UG SERVICE RISER TO NEW POLE	INSTALL	\$163.90
57	HAND TRENCHING AND DIGGING (BY THE FOOT)	INSTALL	\$48.60
58	UG TERM ASSEM,1PH,1/0	INSTALL	\$387.40
59	UG TERM ASSEM,2PH,1/0	INSTALL	\$710.54
60	UG TERM ASSEM,3PH,1/0	INSTALL	\$1,829.28
61	UG TERM ASSEM,3PH,1000	INSTALL	\$2,360.29
62	1PH, 0-5 DEG	INSTALL	\$54.35
63	1PH, 5-30 DEG	INSTALL	\$64.25
64	1PH, 30-60 DEG	INSTALL	\$94.12
65	1PH, 60-90 DEG	INSTALL	\$130.38
66	1PH, SGL DE	INSTALL	\$94.12
67	1PH, TAP TO 1PH	INSTALL	\$97.85
68	1PH, TAP TO 2 OR 3PH	INSTALL	\$103.73
69	1PH, DOUBLE DE	INSTALL	N/B
70	2PH, 0-5 DEG	INSTALL	\$148.01
71	2PH, 5-30 DEG	INSTALL	\$188.30
72	2PH, 30-60 DEG	INSTALL	\$222.75
73	2PH, 60-90 DEG	INSTALL	\$239.14
74	2PH, SGL DE	INSTALL	\$264.20
75	2PH, TAP TO 1PH	INSTALL	\$183.38
76	2PH, TAP TO 2 OR 3PH	INSTALL	\$110.05
77	2PH, DOUBLE DE	INSTALL	\$103.73
78	3PH, 0-5 DEG	INSTALL	\$251.01
79	3PH, 5-30 DEG	INSTALL	\$251.01
80	3PH, 30-60 DEG	INSTALL	\$325.75

81	3PH, 60-90 DEG	INSTALL	\$342.14
82	3PH, SGL DE	INSTALL	\$367.20
83	3PH, TAP TO 1PH	INSTALL	\$213.05
84	3PH, TAP TO 2 OR 3PH	INSTALL	\$207.76
85	3PH, DOUBLE DE	INSTALL	\$453.41
86	3PH,DBL-CIR,SGL XARM, 0-5 DEG	INSTALL	\$278.90
87	3PH DBL-CIR, DBL XARM 5-30 DEG	INSTALL	\$362.75
88	GUY, SGL DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$126.57
89	GUY, SINGLE OH GUY, THRU BOLT TYPE	INSTALL	\$156.86
90	GUY, GUY MARKER	INSTALL	\$21.71
91	GUY, 2-DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$154.93
92	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$227.03
93	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	INSTALL	\$295.92
94	GUY, SIDEWALK TYPE (REQUIRES PIPE)	INSTALL	\$123.27
95	GUY INSULATOR, POLE ATTACH	INSTALL	\$94.28
96	GUY INSULATOR, MID GUY	INSTALL	\$108.44
97	ANCHOR, BUST/EXPANSION	INSTALL	\$191.88
98	REPULL EXISTING GUY	INSTALL	\$95.44
99	GROUNDING ASSEMBLY, GROUND ROD TYPE	INSTALL	\$63.30
100	IN LINE SWITCH,600A	INSTALL	\$123.99
101	SWITCH,GANG OPER, 3PH, HORIZ	INSTALL	\$2,354.44
102	SWITCH,GANG OPER, 3PH, VERT	INSTALL	\$2,354.44
103	3 PHASE HANGING ARRESTER	INSTALL	\$230.05
104	ARRESTER, PRI-DIST	INSTALL	\$52.78
105	SWITCH AND ARRESTER ON POLE	INSTALL	\$230.05
106	JUMPER INSTALLATION (6 CU)	INSTALL	\$94.72
107	JUMPER INSTALLATION (4-1/0)	INSTALL	\$37.21
108	JUMPER INSTALLATION (2/0-336)	INSTALL	\$47.36

109	JUMPER INSTALLATION (477-795)	INSTALL	\$94.72
110	ARMOR ROD, PF, (#2/0-336)	INSTALL	\$60.87
111	ARMOR ROD, PF, (#4-1/0)	INSTALL	\$47.36
112	ARMOR ROD, PF, (#477-795)	INSTALL	\$71.04
113	FULL TENSION SLEEVES, (#2/0-336)	INSTALL	\$81.21
114	FULL TENSION SLEEVES, (#4-1/0)	INSTALL	\$61.99
115	FULL TENSION SLEEVES, (#477-795)	INSTALL	\$128.55
116	QUICKIE SLEEVES, (#2/0-336)	INSTALL	\$59.00
117	QUICKIE SLEEVES, (#4-1/0)	INSTALL	\$59.00
118	HOTLINE CLAMP	INSTALL	\$81.21
119	CROSSARM BRACES, WOOD & BOLTS	INSTALL	\$69.75
120	CROSSARM, WOOD	INSTALL	\$108.47
121	CROSSARM, STEEL	INSTALL	\$108.47
122	FIBERGLASS/POLYMER INSULATOR	INSTALL	\$73.36
123	SUSPENSION INSULATOR	INSTALL	\$188.82
124	POLE TOP POST INSUL W/BACKET,CLAMP TYPE	INSTALL	\$62.24
125	HORIZONTAL POST INSUL CLAMP	INSTALL	\$62.24
126	VERTICAL POST INSUL CLAMP	INSTALL	\$62.24
127	PRI INSULATOR, ASSEMBLY, POLE TOP	INSTALL	\$90.55
128	PRI INSULATOR, ASSEMBLY, SIDE TYPE	INSTALL	\$90.55
129	1PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$101.73
130	2PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$180.47
131	3PH,CUTOUT, ARRESTOR & BRACKET	INSTALL	\$262.16
132	POLE TOP PIN & INSUL (OFFSET)	INSTALL	\$52.78
133	XARM CLAMP TYPE INS	INSTALL	\$47.42
134	1PH EQUIP BRACKET	INSTALL	\$52.78
135	3PH EQUIP BRACKET	INSTALL	\$61.99
136	EYE BOLT ASSEMBLY	INSTALL	\$15.66

137	OH 1-PHASE PRIMARY TRANSFER	INSTALL	\$117.71
138	OH 2-PHASE PRIMARY TRANSFER	INSTALL	\$210.46
139	OH 3-PHASE PRIMARY TRANSFER	INSTALL	\$302.73
140	OH 1-PHASE PRIMARY RESAG	INSTALL	\$129.23
141	OH 2-PHASE PRIMARY RESAG	INSTALL	\$209.07
142	OH 3-PHASE PRIMARY RESAG	INSTALL	\$326.56
143	OH SECONDARY ASSEMBLY	INSTALL	\$47.46
144	OH SECONDARY RESAG	INSTALL	\$81.98
145	OH SERVICE ASSEMBLY	INSTALL	\$77.51
146	OH SERVICE MOVE	INSTALL	\$89.19
147	WIRE, #1/0 ACSR 6/1 RAVEN	INSTALL	\$1,177.25
148	WIRE, 336 ACSR 18/1 MERLIN	INSTALL	\$1,901.71
149	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	INSTALL	\$464.89
150	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	INSTALL	\$891.03
151	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	INSTALL	\$473.90
152	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	INSTALL	\$1,015.52
153	WIRE, OH, #1/0 AL QUAD XLP	INSTALL	\$902.69
154	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	INSTALL	\$1,090.75
155	WIRE, UG 1000MCM PRIMARY UG CABLE	INSTALL	\$1,451.37
156	WIRE, UG, #2/0,PRIMARY UG CABLE	INSTALL	\$663.88
157	WIRE, UG, #4/0 AL TRIPLEX XLP	INSTALL	\$870.84
158	ADDITIONAL GROUND TO NEUTRAL BOND	INSTALL	\$60.11
159	WOOD POLE, 30 FT CLASS 5	REMOVE	\$188.06
160	WOOD POLE, 35 FT CLASS 6	REMOVE	\$217.93
161	WOOD POLE, 40 FT CLASS 2	REMOVE	\$233.17
162	WOOD POLE, 45 FT CLASS 2	REMOVE	\$219.08
163	WOOD POLE, 50 FT CLASS 2	REMOVE	\$293.37
164	WOOD POLE, 55 FT CLASS 2	REMOVE	\$315.96

165	WOOD POLE, 60 FT CLASS 2	REMOVE	\$334.77
166	WOOD POLE, 65 FT CLASS 2	REMOVE	\$379.41
167	WOOD POLE, 70 FT CLASS 2	REMOVE	\$430.91
168	CONCRETE POLE, 30 FT CLASS 5	REMOVE	\$1,545.00
169	CONCRETE POLE, 35 FT CLASS 6	REMOVE	\$1,648.00
170	CONCRETE POLE, 40 FT CLASS 2	REMOVE	\$1,751.00
171	CONCRETE POLE, 45 FT CLASS 2	REMOVE	\$1,854.00
172	CONCRETE POLE, 50 FT CLASS 2	REMOVE	\$1,957.00
173	CONCRETE POLE, 55 FT CLASS 2	REMOVE	\$2,060.00
174	CONCRETE POLE, 60 FT CLASS 2	REMOVE	\$2,575.00
175	CONCRETE POLE, 65 FT CLASS 2	REMOVE	\$3,090.00
176	CONCRETE POLE, 70 FT CLASS 2	REMOVE	\$3,605.00
177	DUCTILE IRON POLE, 30 FT CLASS 5	REMOVE	\$208.64
178	DUCTILE IRON POLE, 35 FT CLASS 6	REMOVE	\$238.81
179	DUCTILE IRON POLE, 40 FT CLASS 2	REMOVE	\$253.77
180	DUCTILE IRON POLE, 45 FT CLASS 2	REMOVE	\$294.99
181	DUCTILE IRON POLE, 50 FT CLASS 2	REMOVE	\$361.22
182	DUCTILE IRON POLE, 55 FT CLASS 2	REMOVE	\$386.48
183	DUCTILE IRON POLE, 60 FT CLASS 2	REMOVE	\$494.61
184	DUCTILE IRON POLE, 65 FT CLASS 2	REMOVE	\$525.92
185	DUCTILE IRON POLE, 70 FT CLASS 2	REMOVE	\$675.14
186	COMPOSITE POLE, 30 FT CLASS 5	REMOVE	\$188.06
187	COMPOSITE POLE, 35 FT CLASS 6	REMOVE	\$218.21
188	COMPOSITE POLE, 40 FT CLASS 2	REMOVE	\$233.17
189	COMPOSITE POLE, 45 FT CLASS 2	REMOVE	\$219.08
190	COMPOSITE POLE, 50 FT CLASS 2	REMOVE	\$293.37
191	COMPOSITE POLE, 55 FT CLASS 2	REMOVE	\$315.96
192	COMPOSITE POLE, 60 FT CLASS 2	REMOVE	\$334.77
193	COMPOSITE POLE, 65 FT CLASS 2	REMOVE	\$379.41

194	COMPOSITE POLE, 70 FT CLASS 2	REMOVE	\$430.91
195	SPLIT BOLT ON EXISTING POLE TOP	REMOVE	\$20.36
196	LIGHT, FLOOD	REMOVE	\$67.73
197	LIGHT, ROADWAY	REMOVE	\$67.73
198	LIGHT, SECURITY	REMOVE	\$68.52
199	LIGHT ARM, 2'	REMOVE	\$26.28
200	LIGHT ARM, 12'	REMOVE	\$39.41
201	OH TRANSFORMER 10KVA - 75 KVA	REMOVE	\$189.23
202	OH TRANSFORMER BANK, -XX KVA	REMOVE	\$335.40
203	OH TRANSFORMER BANK, 3-XX KVA	REMOVE	\$463.88
204	PLATFORM MOUNT TRANSFORMER BANK	REMOVE	\$407.39
205	UG PRI SPLICE, 1/0 CABLE	REMOVE	\$137.96
206	UG PRI SPLICE, 1000 MCM CABLE	REMOVE	\$137.96
207	UG SEC SPLICE, #2	REMOVE	\$38.75
208	UG SEC SPLICE, #2/0	REMOVE	\$41.36
209	UG SEC SPLICE, 350 MCM	REMOVE	\$38.75
210	UG SEC SPLICE, #4/0	REMOVE	\$41.36
211	UG SEC SPLICE, #6	REMOVE	\$38.75
212	SHIELD, 2"	REMOVE	\$171.87
213	SHIELD, 4"-6"	REMOVE	\$171.87
214	TRANSFER UG SERVICE RISER TO NEW POLE	REMOVE	\$381.92
215	HAND TRENCHING AND DIGGING (BY THE FOOT)	REMOVE	\$20.17
216	UG TERM ASSEM,1PH,1/0	REMOVE	\$175.20
217	UG TERM ASSEM,2PH,1/0	REMOVE	\$262.73
218	UG TERM ASSEM,3PH,1/0	REMOVE	\$437.99
219	UG TERM ASSEM,3PH,1000	REMOVE	\$1,949.05
220	1PH, 0-5 DEG	REMOVE	\$43.98
221	1PH, 5-30 DEG	REMOVE	\$49.84

222	1PH, 30-60 DEG	REMOVE	\$49.84
223	1PH, 60-90 DEG	REMOVE	\$49.84
224	1PH, SGL DE	REMOVE	\$76.85
225	1PH, TAP TO 1PH	REMOVE	\$76.84
226	1PH, TAP TO 2 OR 3PH	REMOVE	\$80.59
227	1PH, DOUBLE DE	REMOVE	\$148.36
228	2PH, 0-5 DEG	REMOVE	\$152.35
229	2PH, 5-30 DEG	REMOVE	\$160.89
230	2PH, 30-60 DEG	REMOVE	\$180.22
231	2PH, 60-90 DEG	REMOVE	\$199.27
232	2PH, SGL DE	REMOVE	\$197.21
233	2PH, TAP TO 1PH	REMOVE	\$124.43
234	2PH, TAP TO 2 OR 3PH	REMOVE	\$129.06
235	2PH, DOUBLE DE	REMOVE	\$236.55
236	3PH, 0-5 DEG	REMOVE	\$136.66
237	3PH, 5-30 DEG	REMOVE	\$146.52
238	3PH, 30-60 DEG	REMOVE	\$152.85
239	3PH, 60-90 DEG	REMOVE	\$152.85
240	3PH, SGL DE	REMOVE	\$157.26
241	3PH, TAP TO 1PH	REMOVE	\$188.86
242	3PH, TAP TO 2 OR 3PH	REMOVE	\$194.27
243	3PH, DOUBLE DE	REMOVE	\$229.67
244	3PH,DBL-CIR,SGL XARM, 0-5 DEG	REMOVE	\$195.78
245	3PH DBL-CIR, DBL XARM 5-30 DEG	REMOVE	\$201.47
246	GUY, SGL DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$62.64
247	GUY, SINGLE OH GUY, THRU BOLT TYPE	REMOVE	\$67.34
248	GUY, GUY MARKER	REMOVE	\$7.42
249	GUY, 2-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$119.77

250	GUY, 3-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$134.38
251	GUY, 4-DOWN GUY, 3/8" THRU BOLT TYPE	REMOVE	\$172.85
252	GUY, SIDEWALK TYPE (REQUIRES PIPE)	REMOVE	\$62.54
253	GUY INSULATOR, POLE ATTACH	REMOVE	\$7.42
254	GUY INSULATOR, MID GUY	REMOVE	\$9.37
255	ANCHOR, BUST/EXPANSION	REMOVE	\$157.71
256	REPULL EXISTING GUY	REMOVE	\$95.44
257	GROUNDING ASSEMBLY, GROUND ROD TYPE	REMOVE	\$14.61
258	IN LINE SWITCH,600A	REMOVE	\$219.51
259	SWITCH,GANG OPER, 3PH, HORIZ	REMOVE	\$957.06
260	SWITCH,GANG OPER, 3PH, VERT	REMOVE	\$957.06
261	3 PHASE HANGING ARRESTER	REMOVE	\$132.20
262	ARRESTER, PRI-DIST	REMOVE	\$54.01
263	SWITCH AND ARRESTER ON POLE	REMOVE	\$121.60
264	JUMPER INSTALLATION (6 CU)	REMOVE	\$25.50
265	JUMPER INSTALLATION (4-1/0)	REMOVE	\$32.54
266	JUMPER INSTALLATION (2/0-336)	REMOVE	\$44.64
267	JUMPER INSTALLATION (477-795)	REMOVE	\$57.38
268	ARMOR ROD, PF, (#2/0-336)	REMOVE	\$25.50
269	ARMOR ROD, PF, (#4-1/0)	REMOVE	\$25.50
270	ARMOR ROD, PF, (#477-795)	REMOVE	\$25.50
271	FULL TENSION SLEEVES, (#2/0-336)	REMOVE	\$74.16
272	FULL TENSION SLEEVES, (#4-1/0)	REMOVE	\$74.16
273	FULL TENSION SLEEVES, (#477-795)	REMOVE	\$74.16
274	QUICKIE SLEEVES, (#2/0-336)	REMOVE	\$49.44
275	QUICKIE SLEEVES, (#4-1/0)	REMOVE	\$49.44
276	HOTLINE CLAMP	REMOVE	\$14.61
277	CROSSARM BRACES, WOOD & BOLTS	REMOVE	\$40.18

278	CROSSARM, WOOD	REMOVE	\$51.11
279	CROSSARM, STEEL	REMOVE	\$52.92
280	FIBERGLASS/POLYMER INSULATOR	REMOVE	\$88.42
281	SUSPENSION INSULATOR	REMOVE	\$175.68
282	POLE TOP POST INSUL W/BRACKET,CLAMP TYPE	REMOVE	\$206.24
283	HORIZONTAL POST INSUL CLAMP	REMOVE	\$29.21
284	VERTICAL POST INSUL CLAMP	REMOVE	\$58.01
285	PRI INSULATOR, ASSEMBLY, POLE TOP	REMOVE	\$61.49
286	PRI INSULATOR, ASSEMBLY, SIDE TYPE	REMOVE	N/B
287	1PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B
288	2PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B
289	3PH,CUTOUT, ARRESTOR & BRACKET	REMOVE	N/B
290	POLE TOP PIN & INSUL (OFFSET)	REMOVE	\$61.54
291	XARM CLAMP TYPE INS	REMOVE	\$46.04
292	1PH EQUIP BRACKET	REMOVE	\$29.21
293	3PH EQUIP BRACKET	REMOVE	\$51.11
294	EYE BOLT ASSEMBLY	REMOVE	\$25.50
295	OH 1-PHASE PRIMARY TRANSFER	REMOVE	\$117.71
296	OH 2-PHASE PRIMARY TRANSFER	REMOVE	\$210.46
297	OH 3-PHASE PRIMARY TRANSFER	REMOVE	\$305.85
298	OH 1-PHASE PRIMARY RESAG	REMOVE	\$129.25
299	OH 2-PHASE PRIMARY RESAG	REMOVE	\$209.07
300	OH 3-PHASE PRIMARY RESAG	REMOVE	\$326.77
301	OH SECONDARY ASSEMBLY	REMOVE	\$95.60
302	OH SECONDARY RESAG	REMOVE	\$81.98
303	OH SERVICE ASSEMBLY	REMOVE	\$15.04
304	OH SERVICE MOVE	REMOVE	\$86.59
305	WIRE, #1/0 ACSR 6/1 RAVEN	REMOVE	\$454.91

306	WIRE, 336 ACSR 18/1 MERLIN	REMOVE	\$847.39
307	WIRE, OH, #4 AL DUPLEX OH XLP, TERRIER	REMOVE	\$332.48
308	WIRE, OH, #1/0 AL TRIPLEX XLP JANTHINA	REMOVE	\$437.42
309	WIRE, OH, #4 AL TRIPLEX XLP PERIWINKLE	REMOVE	\$332.39
310	WIRE, OH, #4/0 AL TRIPLEX XLP CERAPUS	REMOVE	\$445.39
311	WIRE, OH, #1/0 AL QUAD XLP	REMOVE	\$468.55
312	WIRE, OH, #4/0 AL QUAD XLP, APPALOOSA	REMOVE	\$488.92
313	WIRE, UG 1000MCM PRIMARY UG CABLE	REMOVE	\$845.49
314	WIRE, UG, #2/0, PRIMARY UG CABLE	REMOVE	\$382.69
315	WIRE, UG, #4/0 AL TRIPLEX XLP	REMOVE	\$550.14
316	RSOP SAW OFF POLE	REMOVE	\$110.76
317	ADDITIONAL GROUND ROD (CO1)	INSTALL	\$10.30
318	FLAT RATE FOR EMERGENCY SERVICE RESPONSE WITHIN TWO (2) HOURS		\$587.99
TOTAL			\$120,710.16
Will vendor hold pricing firm? Renewal Option 1			3% increase
Will vendor hold pricing firm? Renewal Option 2			3% increase
Will vendor hold pricing firm? Renewal Option 3			3% increase
Will vendor hold pricing firm? Renewal Option 4			5% increase

Recommended vendor:

Over and Under General Contractor, Inc.
 129 B Hurricane Shoals RD
 Lawrenceville, GA 30046
 Jerry Blackwell Jr.
 770-682-9160
overundercontractor@gmail.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JULY 31, 2023
AGENDA CATEGORY: CONSENT AGENDA

- Item:** Purchase of 2500 KVA Transformers
- Department:** Electric
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:** \$737,600.00
- Presented By:** Huston Gillis, Electric Director
- Action Requested:** Ratification of Purchase of 2500 KVA Transformers to the second low bidder, JCL Energy, LLC in the amount of \$737,600.00. Authorization for City Manager to approve price adjustments due to market volatility.

Summary: This purchase is to provide multiple 2500 KVA transformers for the Northside Hospital Gwinnett expansion project. Due to supply chain constraints, lengthy lead times, and raw material volatility, the purchase was made as the transformers became available. The second low bidder was the only firm able to provide the transformers in a timely manner. The low bidder could not deliver the transformers until the 4th quarter of 2025.

Fiscal Impact: Amount of \$737,600.00. This purchase is funded by the Capital Outlay Fund (5114600.541000). Project 06-040.

Attachments/Exhibits:
Bid Tabulation
Delivery Date E-mails

**Purchase of 2500 KVA Transformers
Electric Department**

				JCL Energy, LLC		Gresco Utility Supply		Stuart C. Irby Co., Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	2500 KVA Transformers	8	EA	\$92,200.00	\$737,600.00	\$91,336.00	\$730,688.00	N/B	N/B
TOTAL				\$737,600.00		\$730,688.00		N/B	

GRESKO 1 OF 2

James Martin

From: Coy Gregory <coy.gregory@gresco.com>
Sent: Thursday, June 29, 2023 3:42 PM
To: James Martin
Cc: Cliff Stitcher
Subject: City of Lawrenceville Quote 10215735-00
Attachments: Quote_10215735-00.pdf

CAUTION: This email originated from outside of City of Lawrenceville networks. Maintain caution when opening attachments or clicking on links. If you suspect this email is phishing, or you aren't sure, please click the **Phish Alert Button** in the menu ribbon to report it to the HelpDesk or contact the HelpDesk directly for assistance.

Hey Jimi, thank you for the opportunity to quote these. Our current lead time on this would be 4th Quarter 2025 into 1st Quarter 2026.

******All pricing, lead-time and other terms and conditions are subject to the manufacturers terms and conditions. Pricing, Leadtime and other terms are subject to adjustment at time of shipment. GRESKO will work to give notice of these changes before shipment. Any adjustments to the open order by the manufacturer will be passed on to City of Lawrenceville.******

Payment terms are GRESKO's standard payment terms and PO's should be made to GRESKO.

Respectfully,

Coy Gregory
Inside Sales
coy.gregory@gresco.com
 P: 478-315-0800 x.2136
 D: 478-315-0846
 1135 Rumble Rd Forsyth, GA 31029



From: James Martin <James.Martin@lawrencevillega.org>
Sent: Friday, June 23, 2023 5:06 AM
To: James Martin <James.Martin@lawrencevillega.org>
Subject: 2500/2550/2600 KVA Quote

CAUTION: THIS EMAIL IS NOT FROM GRESKO

I'm sorry to have to revisit this quote request again, but we have a better understanding of what our plans are with MEAG and the needs for the hospital. We will purchase eight, maybe ten transformers for this project. Please quote a minimum of eight, NEW 2500,2550 or 2600 KVA's, 3 phase pad mounts, dual voltage, 277/480, dead front, loop feed and bayonet fuses. Any one of the three sizes will fit our needs either way. I'm aware that you may not have production of all three, but maybe one or the other. That's why we asked for either or. Please include lead time and drawings. We understand if you are unable to quote this request due to build slots.



Quote



Entered Date 6/29/23	Taken By cgre	Customer # 1478	Order # 10215735-00
PO # 2500KVA 6.29			Page # 1

Bill To CITY OF LAWRENCEVILLE ELECTICAL WAREHOUSE 435 W PIKE ST LAWRENCEVILLE, GA 30046-4845	Ship To CITY OF LAWRENCEVILLE ELECTICAL WAREHOUSE 435 W PIKE ST LAWRENCEVILLE, GA 30046-4845	Remit To GRESKO PO BOX 932918 ATLANTA, GA 31193-2918
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Instructions

Ship Point Gresco-Forsyth, GA	Via Gresco Truck	Shipped	Terms Net 30 Days	SlsRepln/Out cgre / csti
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Notes

Line	Product and Description	Order Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	2500KVA3PDV480-E TX3PH DV 480/277 2500KVA KVA ERMCO LEAD TIME 4TH Q 2025 OR 1ST Q 2026	10.00	EA	91,336.00	EA	913,360.00
1	Lines Total	Total Order Quantity	10.00		Subtotal	913,360.00
					Taxes	0.00
					Total	913,360.00



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION, JULY 19, 2023
AGENDA CATEGORY: GENERAL DISCUSSION ITEM

- Item:** Comprehensive Field Data Collection for the Inventory of Overhead and Underground Electrical Utility Assets
- Department:** Information Technology
- Date of Meeting:** Wednesday, July 19, 2023
- Fiscal Impact:** \$595,000.00
- Presented By:** Kyle Parker, Information Technology Director
- Action Requested:** Award Comprehensive Field Data Collection for the Inventory of Overhead and Underground Electrical Utility Assets to the highest-scoring responsive firm, Surveying And Mapping, LLC, amount not to exceed \$595,000.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project is to provide comprehensive field data collection aimed at inventorying all of the City's overhead and underground electrical utility assets. The data collected will then be mapped on the City's GIS system.

Fiscal Impact: Amount not to exceed \$595,000.00. This project is funded by \$345,000 from the IT Department's Capital Outlay Fund (3551535.541000), Project #02-005 and \$250,000 from the Electric Department.

Attachments/Exhibits:
Score Tabulation
Cost Tabulation

RP004-23

**Comprehensive Field Data Collection for the Inventory of Overhead and Underground Electrical Utility Assets
IT / GIS Departments**

			Lakeside Environmental Consultants, LLC	MKS Utility Solutions, LLC	Surveying And Mapping, LLC
ITEM	POINTS ALLOCATED	CRITERIA	TOTAL POINTS	TOTAL POINTS	TOTAL POINTS
A.	10	Project understanding	7.5	N/R	8.75
B.	20	Experience and qualifications	11.25	N/R	19.5
C.	20	Methodology for the data collection	14.75	N/R	16.5
D.	25	Methodology for the deliverables	17.25	N/R	24
E.	15	Training	10.25	N/R	14.75
F.	10	Pricing	6	N/R	10
G.	20	Optional Interview	N/A	N/A	N/A
120		TOTAL	67	0	93.5

Recommended Vendor:

Surveying And Mapping, LLC
 115 Westridge Industrial Blvd.
 McDonough, GA 30253
 P: 470-737-1735
 Email: gis@sam.biz

RP004-23

Comprehensive Field Data Collection for the Inventory of Overhead and Underground Electrical Utility Assets

IT / GIS Departments

		Lakeside Environmental Consultants, LLC				MKS Utility Solutions, LLC			
Item#	Description	Cost per Unit	Cost per unit with Pole Tagging (Option 2)	Cost per unit with Hammer Testing (Option 3)	Cost per unit with Pole Tagging and Hammer Testing (Option 4)	Cost per Unit	Cost per unit with Pole Tagging (Option 2)	Cost per unit with Hammer Testing (Option 3)	Cost per unit with Pole Tagging and Hammer Testing (Option 4)
1	Pole	\$79.84	\$83.50	\$79.84	\$83.50	N/R	N/R	N/R	N/R
2	Pad	\$37.26	N/A	N/A	N/A	N/R	N/R	N/R	N/R
3	Meter	\$37.26	N/A	N/A	N/A	N/R	N/R	N/R	N/R
4	Streetlight (If separate from Pole cost)	\$37.26	N/A	N/A	N/A	N/R	N/R	N/R	N/R

		Surveying And Mapping, LLC			
Item#	Description	Cost per Unit	Cost per unit with Pole Tagging (Option 2)	Cost per unit with Hammer Testing (Option 3)	Cost per unit with Pole Tagging and Hammer Testing (Option 4)
1	Pole	\$35.50	\$44.50	\$45.50	\$52.50
2	Pad	\$24.30	N/A	N/A	N/A
3	Meter	\$22.35	N/A	N/A	N/A
4	Streetlight (If separate from Pole cost)	N/A	N/A	N/A	N/A



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: WORK SESSION
AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** Approval and ratification of renewal of property and casualty insurances
- Department:** City Manager
- Date of Meeting:** Wednesday, July 19, 2023
- Fiscal Impact:** \$1,120,401
- Presented By:** Michael Fischer, Assistant City Manager
- Action Requested:** Approval and ratification of renewal of property and casualty insurances

Summary: The City received our renewal quote for property and casualty insurance coverages too late to get it on the agenda for the June 21, 2023 meeting. We have approved the renewal for continuity of coverage starting July 1st and need Council to ratify the renewal. This quote was procured through our broker.

Fiscal Impact: Cost for insurance is \$1,120,401.00.

Attachments/Exhibits: Summary of costs for various coverages.

Premium Summary

Policy	Expiring Premium	Renewal Premium
General Liability	\$135,504	\$155,172
Public Officials' Liability	\$39,621	\$45,275
Employment Practices Liability	\$96,821	\$141,218
Law Enforcement Liability	\$82,623	\$94,269
Auto Liability	\$104,440	\$142,422
Auto Physical Damage	\$91,497	\$118,576
Property	\$115,079	\$164,528
Equipment Breakdown	N/A	\$6,402
Inland Marine	\$9,279	\$9,492
Excess Liability	\$122,900	\$153,433
Drone Liability	\$1,864	\$5,283
Crime	\$4,331	\$4,331
MMA Fee	\$80,000	\$80,000
Program Total	\$888,458	\$1,120,401

No coverage is provided by this summary. Coverage conditions are highlights only and are subject to exclusions and additional terms as stated within the policy. Not all exclusions, terms and conditions are shown. If there are any differences between the policy and the proposal, the policy prevails. For details of coverage, refer to policy forms, terms and conditions.

Binding Subjectivities

- Signed SOV, automobile and inland marine schedules (Attached) Inland marine should be review and changes marked on the schedule and returned
- TRIA Property- please return the form with the bottom section completed and signed if the insured wishes to reject TRIA
- TRIA Casualty - form requires the insured make their selection of accepting or rejecting TRIA



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL WORK SESSION

AGENDA CATEGORY: GENERAL DISCUSSION

- Item:** City of Lawrenceville Banking Services
- Department:** Finance
- Date of Meeting:** Wednesday, July 19, 2023
- Fiscal Impact:** N/A
- Presented By:** Keith Lee, Chief Financial Officer
- Action Requested:** Discussion to award Banking Services on an Annual Contract to the highest-scoring firm, JPMorgan Chase Bank, N.A. in the amount of \$51,896.28. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: In March 2023, the City issued a Request for Proposal: RFP003-23 Banking Services on Annual Contract. The City’s objective of this request for proposal is to ensure the highest degree of safety for its financial assets while at the same time managing its banking relations in a cost-efficient manner.

The RFP included the following services:

- Bank Accounts and online reporting
- Remote Deposit
- Lockbox Services including electronic and mail payments
- Wire Transfers
- Master Lease Agreement (will require approval of Master Lease Agreement as a separate item)
- Safekeeping Services for investments
- Electronic Accounts Payable
- Positive Pay & ACH Block – Account Protection
- Other services related to banking

Fiscal Impact: Amount of \$51,896.28. This contract is funded by the Bank Charges 1001510-523620.

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: FEBRUARY 14, 2020

Lessee: SAMPLE GHHN

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e)

the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, lease, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Break Funding Charge. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule. "Break Funding Charge" means the sum of the differences between (i) each scheduled interest payment which would have been made on the Termination Value if such Casualty Loss payment had not occurred and (ii) the corresponding fixed-rate interest payment which would be received under an interest rate swap which the Lender shall be deemed to have entered into as of the Loss Payment Due Date (the "Replacement Swap") covering its payment obligations under an interest rate swap which the Lessor shall be deemed to have entered into when the Lease was originally funded, with each such difference discounted to a present value as of the date of payment using the fixed interest rate of the Replacement Swap as the applicable discount rate; the Lessee acknowledges that the Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the foregoing is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging

transactions have in fact occurred or occurred precisely as stated with respect to the Lease; all calculations and determinations by the Lessor of the amounts payable pursuant to the preceding provisions or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

13.4 Lessee shall bear the risk of loss for, shall pay directly, and shall defend Lessor against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as lender loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **NO PREPAYMENT.** Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS.

17.1 Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

17.2 Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or

(2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee, provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state where Lessee is located (the "State").

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor 1111 Polaris Parkway, Suite N4 (OH1-1085), Columbus, Ohio 43240, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

24. FINANCIAL INFORMATION. Lessee agrees to furnish to Lessor annual audited financial statements of Lessee within 180 days of the end of each fiscal year of Lessee. Additionally, Lessee agrees to provide additional information as reasonably requested by Lessor.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect

to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

28. **WAIVER OF IMMUNITY.** Lessee hereby expressly and irrevocably waives any immunity (including sovereign, crown or similar immunity) and any defenses based thereon from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution, exercise of contempt powers, or otherwise) in any forum with respect to this Master Lease, any Lease and the transactions contemplated hereby and thereby. Lessor shall have and be entitled to all available legal and equitable remedies, including the right to specific performance, money damages, and injunctive and declaratory relief.

29. GOVERNMENT REGULATION; ANTI-CORRUPTION:

(a) Use of Proceeds. Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or any of its subsidiaries or its or their respective directors, officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(b) Definitions. For the purposes of this Section 29, the following terms shall have the following meanings: "Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any Sanctions. "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions- related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

30. **OFFSHORING.** Certain services may be performed by Lessor or any affiliate, including affiliates, branches or units located in any country in which Lessor conducts business or has a service provider. The Lessee authorizes Lessor to transfer Lessee information to such affiliates, branches or units at such locations as the Lessor deems appropriate. Lessor reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

SAMPLE GHNN
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____

Title: _____

Title: Authorized Officer

MASTER LEASE-PURCHASE ADDENDUM
(For Local Government Leases - Excluding School Districts in Georgia)

Dated: _____

Master Lease-Purchase Agreement Date: _____

Lessee: SAMPLE GHHN

Reference is made to the above Master Lease-Purchase Agreement ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Leases, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. ORIGINAL TERM AND RENEWAL TERMS. The entire Section 3 of the Master Lease is amended and restated as follows:

3. TERM.

(a) The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rent Payment stated in the Payment Schedule to such Lease is due and payable.

(b) The Original Term of each Lease will commence on the first date any of the Equipment is accepted by Lessee pursuant to Section 5 hereof and shall extend to the last day of the fiscal year of Lessee in which such commencement date occurs. Each Renewal Term of a Lease shall be twelve months, shall correspond to Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term of a Lease shall be such lesser number of months as may be necessary to extend the Lease Term of the Lease to the date that the last Rent Payment stated in the Payment Schedule is due and payable.

(c) The Original Term of each Lease shall terminate on the last day of the fiscal year of Lessee that corresponds to the Original Term and each Renewal Term shall terminate on the last day of the fiscal year of Lessee that corresponds to said Renewal Term; provided, that the Original Term and each Renewal Term of each Lease shall be renewed for the succeeding Renewal Term if a Renewal Act is taken by Lessee. "Renewal Act" means the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term; provided, that the act of the governing body of Lessee whereby it appropriates funds to pay Rent Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee."

2. EFFECT OF NON-RENEWAL BY LESSEE. The entire Section 6 of the Master Lease is amended and restated as follows:

6. TERMINATION FOR NON-RENEWAL.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor; provided, that Lessee's governing body retains unrestricted authority to approve or reject any request for appropriations to make any Rent Payments. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee fails to renew a Lease Term of a Lease as provided above, then a "Non-Renewal Event" shall be deemed to have occurred. If a Non-renewal Event occurs, then: (a) Lessee shall give Lessor prompt written notice of such Non-Renewal Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at

Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease."

- 3. **NO LEASE SCHEDULE HAS BEEN THE SUBJECT OF A FAILED REFERENDUM.** For each Schedule, Lessee represents and warrants that no items of Equipment were intended to be funded by any of the proceeds of any proposed issue of bonds or similar indebtedness that was submitted to the electors of Lessee or that was the subject of a referendum of the voters of Lessee if said issue of bonds or similar indebtedness failed to receive the approval of said electors or voters within the four (4) calendar years preceding the date of the Schedule.
- 4. **LEASE SCHEDULE PLUS OTHER DEBT DO NOT EXCEED CONSTITUTIONAL & STATUTORY LIMITS.** For each Schedule, Lessee represents and warrants that the principal amount of such Schedule, when added to the amount of debt incurred by Lessee does not exceed the limitation set forth in Ga. Code Ann. Section 36-60-13(e), the Constitution of the State of Georgia or any other applicable law.
- 5. **TOTAL CALENDAR YEAR OBLIGATION STATED IN EACH PAYMENT SCHEDULE.** Lessee acknowledges that the total amount of the obligation of Lessee for Rent Payments under each Schedule for each calendar year is set forth on the Payment Schedule to the applicable Schedule.
- 6. **LESSOR RETAINS LEGAL TITLE TO THE EQUIPMENT.** Sections 8.1 and 8.2 of the Master Lease are deleted and replaced with the following:

"8.1 During the Lease Term of each Lease and until Lessee pays and performs in full all of its obligations under such Lease for its entire Lease Term, Lessor shall retain legal title to the Equipment. For each Lease, if Lessee pays all of the Rental Payments for its entire Lease Term as set forth in the Payment Schedule to such Lease and pays and performs in full all of its other obligations under such Lease for its entire Lease Term or if Lessee exercises its purchase option under section 15 of the Master Lease for such Lease and pays the full amount due under said section 15, then Lessor shall transfer to Lessee all of Lessor's right, title and interest in the Equipment on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any Liens created by Lessor.

"8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in Lessee's rights and interests in any and all of the Equipment (now existing or hereafter acquired), including, without limitation, Lessee's leasehold rights in all Equipment under the Leases, and in any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto."

Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. This Addendum shall control in the event of any conflict between its terms and conditions and the terms and conditions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

SAMPLE GHNN
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____

Title: _____

Title: Authorized Officer



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR SESSION, JULY 31, 2023
AGENDA CATEGORY: CONSENT AGENDA

Item: Design Management and Production Services on an Annual Contract

Department: Community Relations / Finance

Date of Meeting: Monday, July 31, 2023

Fiscal Impact: \$135,000.00

Presented By: Melissa Hardegree, Chief Communications Officer
Keith Lee, Chief Financial Officer

Action Requested: Approval to renew Design Management and Production Services on an Annual Contract with Marbury Creative Group, LLC in the amount of \$135,000.00.

Summary: This contract provides literature development, project management of major annual print/design projects, logo design and development, management of advertising schedules and advertising design in conjunction with Communications Staff, and online design services, including but not limited to web skins, microsite development, and other aspects of online design. This is the second of four renewal options. There is a 5% increase as stipulated in the contract.

Background: Requests for proposals were sent out in June of 2021 with Marbury Creative Group, LLC being scored the highest out of five submissions. The contract was awarded for \$90,000.00 with City Manager approval. The first renewal was approved for \$94,000.00 by the City Manager.

Fiscal Impact: Amount not to exceed \$135,000.00. This project is funded by the Design Services Fund (1001570.523926).

Attachments/Exhibits:
Cost Tabulation

RP001-22
Design Management and Production Services on an Annual Contract
Community Development

				Marbury Creative Group, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE
1	Retainer Fee	12	Mo	\$8,269.00	\$99,228.00
TOTAL				\$99,228.00	
Will vendor hold pricing firm? Renewal Option 1				\$7,875.00	
Will vendor hold pricing firm? Renewal Option 2				\$8,269.00	
Will vendor hold pricing firm? Renewal Option 3				\$8,682.00	
Will vendor hold pricing firm? Renewal Option 4				\$9,116.00	



LAWRENCEVILLE

GEORGIA

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

- Item:** Millage Rate Public Hearing
- Department:** Finance
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:**
- Presented By:** Keith Lee, Chief Financial Officer
- Action Requested:** Public Hearing

Summary: When the City considers setting its millage rate above the rollback rate the Georgia State Law requires three public hearings. The City is proposing to set its millage rate at 2.228, which is 0.176 mils above the calculated rollback rate. The rollback rate is calculated to be 2.052. The City has \$4,232,884 budgeted in property taxes based on the millage rate of 2.228.

Background:

Fiscal Impact: \$337,579 Tax Revenue; General Fund

Concurrences:

Attachments/Exhibits: PowerPoint

Fiscal Year 2024 Millage Rate Public Hearing

July 19, 2023





Agenda

- Proposed Millage
- Next Steps
- Public Hearing



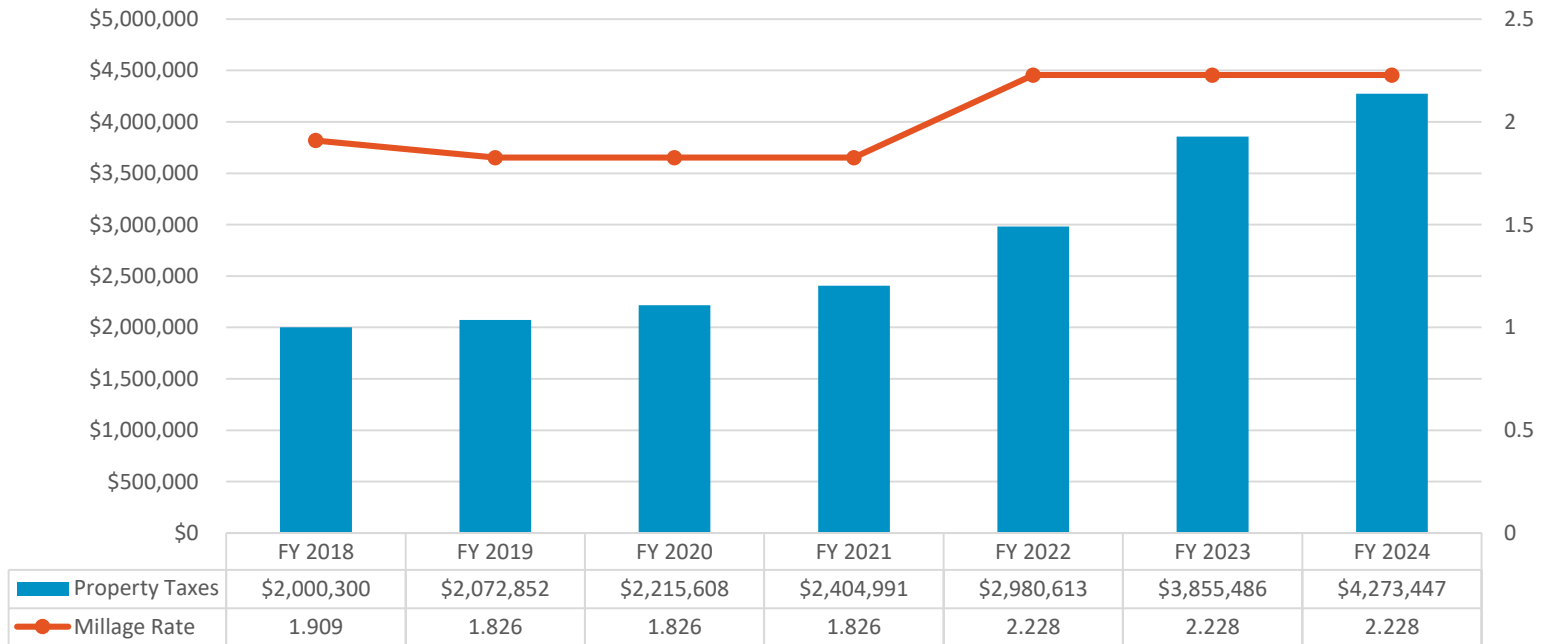
Proposed Millage

- Proposed Millage is 2.228
 - Same Millage Rate as FY 2023
 - Property Tax Revenue for FY 2024: \$4,273,447
 - Tax Revenue Increase: \$417,962 or 10.84%
 - Helps cover services such as:
 - Staffing: 14 new positions, 5% salary increase, and 8% rise in cost of health benefits
 - Police Bike Patrol Unit
 - Increased costs for supplies such as fuel for vehicles, increased costs in vehicle replacement, and utility costs



Proposed Millage

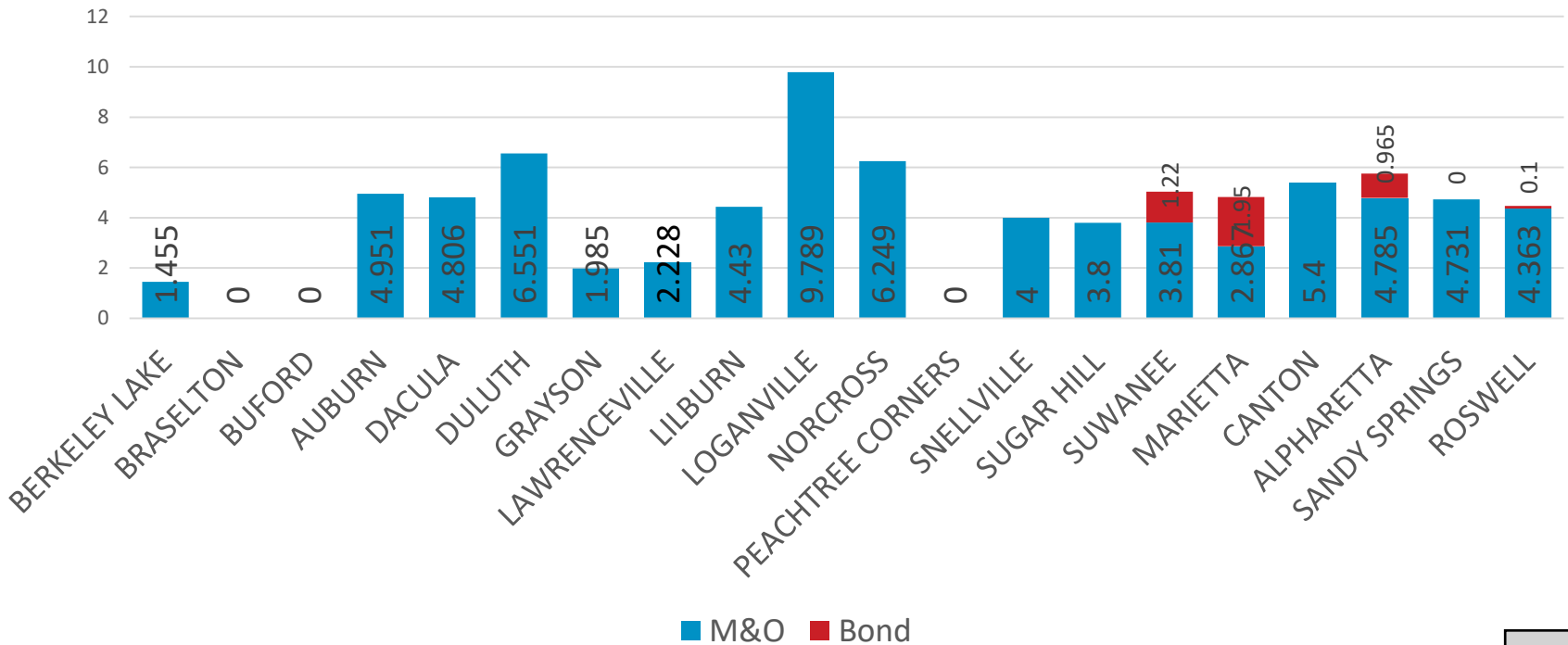
- The Proposed Millage for FY 2024 is 2.228
 - Rollback Rate 2.052
 - FY 2022 Millage increase was the first in over 30 years





Millage Comparison

City Millage Rates



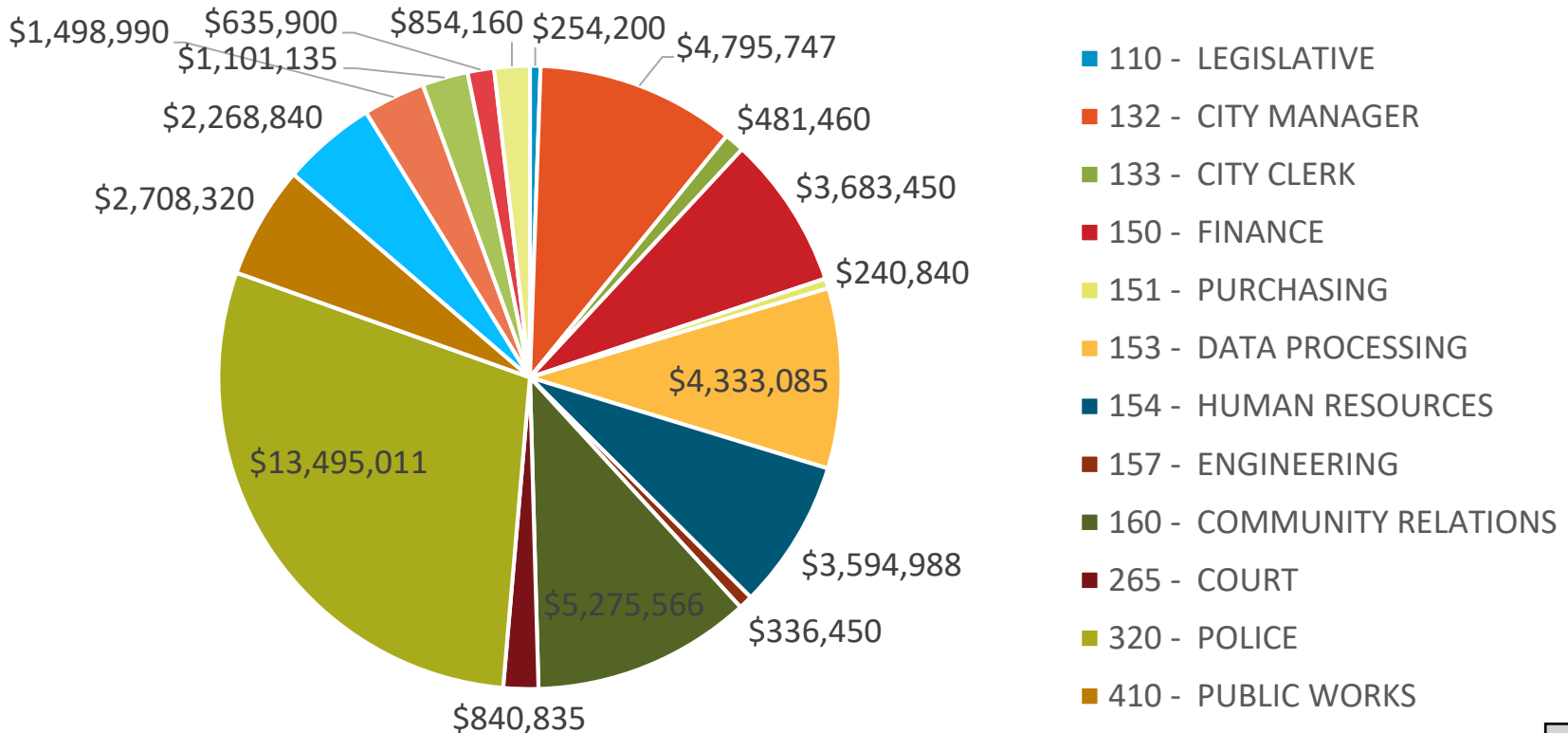


FY 2024 Budget (Historical Taxes)

Category	FY 2021	FY 2022	FY 2023	FY 2024
Real Property Tax	\$1,700,000	\$2,380,000	\$3,366,410	\$3,664,834
Public Utility Tax	\$47,000	\$45,000	\$45,000	\$55,000
Motor Vehicle Tax	\$14,500	\$20,000	\$15,000	\$20,000
Mobile Home Tax	\$700	\$750	\$750	\$750
Personal Property Tax	\$380,000	\$390,000	\$446,160	\$492,300
	\$2,336,900	\$2,835,750	\$3,873,320	\$4,232,884



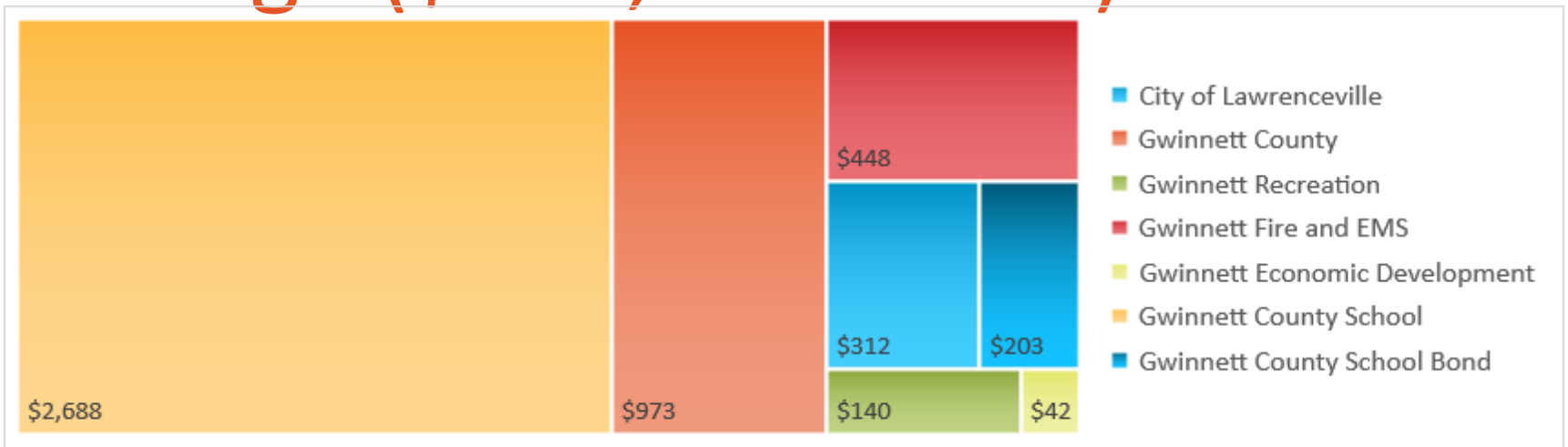
FY 2024 Budget (General Fund)



• FY 2024 General Fund Budget: \$46,398,977



Millage (\$350,000 home)



District	Millage	Tax	Percent of Tax
City of Lawrenceville	2.228	\$312	6.49%
Gwinnett County	6.95	\$973	20.25%
Gwinnett Recreation	1	\$140	2.91%
Gwinnett Fire and EMS	3.2	\$448	9.32%
Gwinnett Economic Development	0.3	\$42	0.87%
Gwinnett County School	19.2	\$2,688	55.93%
Gwinnett County School Bond	1.45	\$203	4.22%
Total	34.328	\$4,806	1



Next Steps

- July 19 Public Hearing - 5:00 pm
- July 31 Millage Consideration - Adopt Millage at Regular Council Meeting after Public Hearing

RESOLUTION _____

RESOLUTION OF THE CITY OF LAWRENCEVILLE
TO SET THE MILLAGE RATE FOR 2023

WHEREAS, the City of Lawrenceville depends upon revenue derived from various sources; and

WHEREAS, the City of Lawrenceville is dependent upon revenues generated from property taxes;

NOW, THEREFORE, BE IT RESOLVED that the City of Lawrenceville hereby sets its 2023 tax rate at 2.228 mills.

IT IS SO RESOLVED this 31th day of July, 2023.

David R. Still, Mayor

ATTEST:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

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

- Item:** Resolution to Adopt Year 2023 Millage Rate
- Department:** Finance
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:**
- Presented By:** Keith Lee, Chief Financial Officer
- Action Requested:** Approve the Resolution to adopt the millage rate at 2.228 for year 2023

Summary: When the City considers setting its millage rate above the rollback rate the Georgia State Law requires three public hearings. The City is proposing to set its millage rate at 2.228, which is 0.176 mils above the calculated rollback rate. The rollback rate is calculated to be 2.052. The City has \$4,232,884 budgeted in property taxes based on the millage rate of 2.228.

Background:

Fiscal Impact: \$337,579 Tax Revenue; General Fund

Concurrences:

Attachments/Exhibits: PowerPoint

Fiscal Year 2024 Millage Rate Public Hearing

July 19, 2023





Agenda

- Proposed Millage
- Next Steps
- Public Hearing



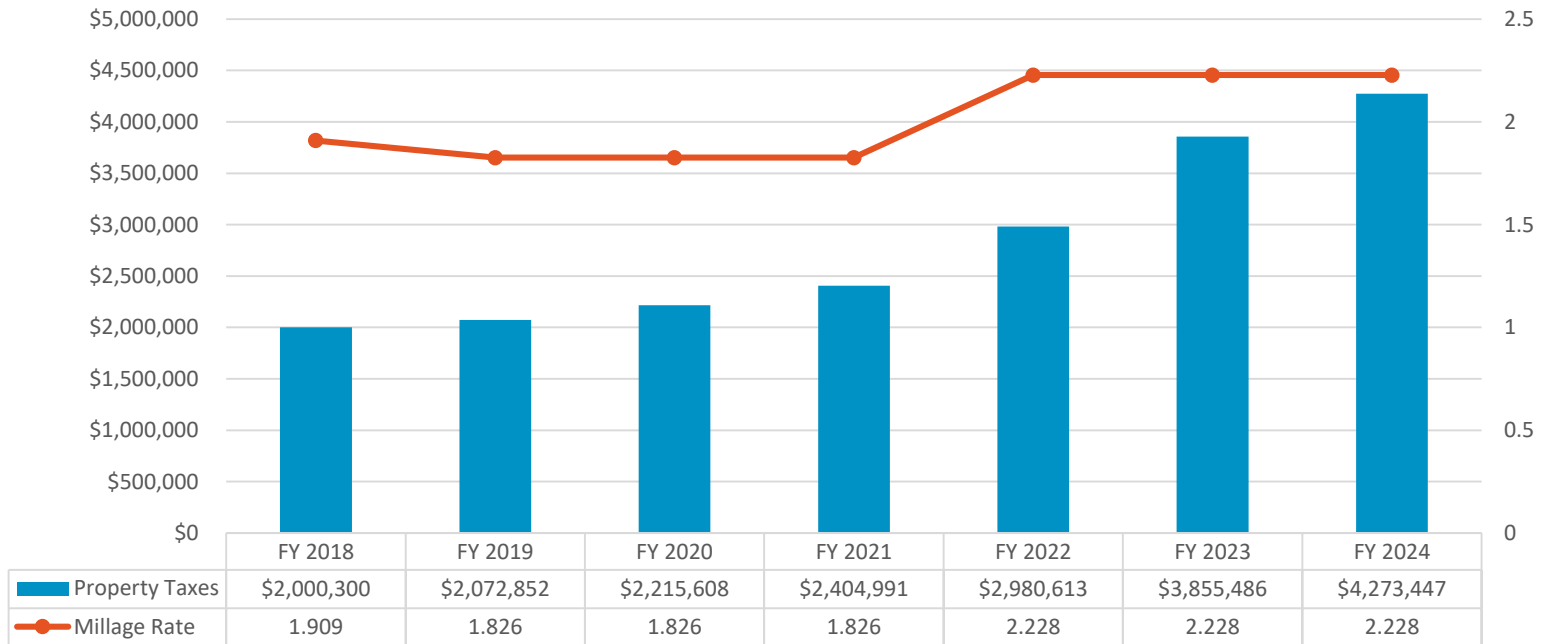
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 - Tax Revenue Increase: \$417,962 or 10.84%
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Proposed Millage

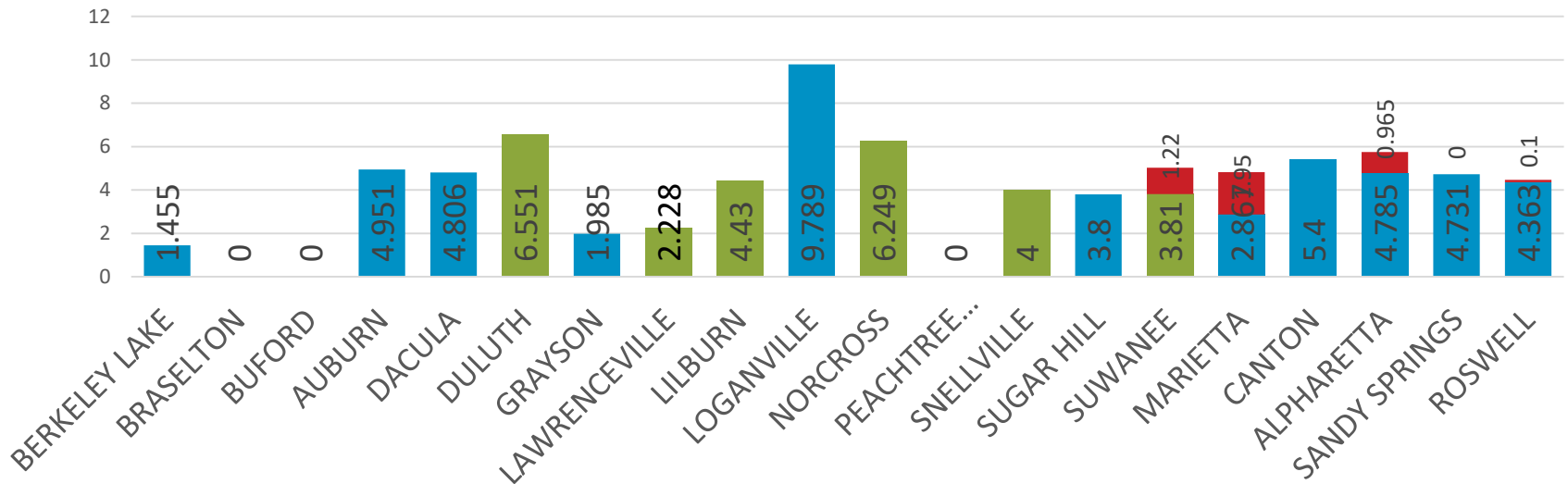
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 - Rollback Rate 2.052
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Millage Comparison

City Millage Rates



COUNTY TAXES NOT ON CITY PROPERTY

- County Police 2.9
- County Code Enforcement 0.36
- **Total 3.26**

■ M&O ■ Bond

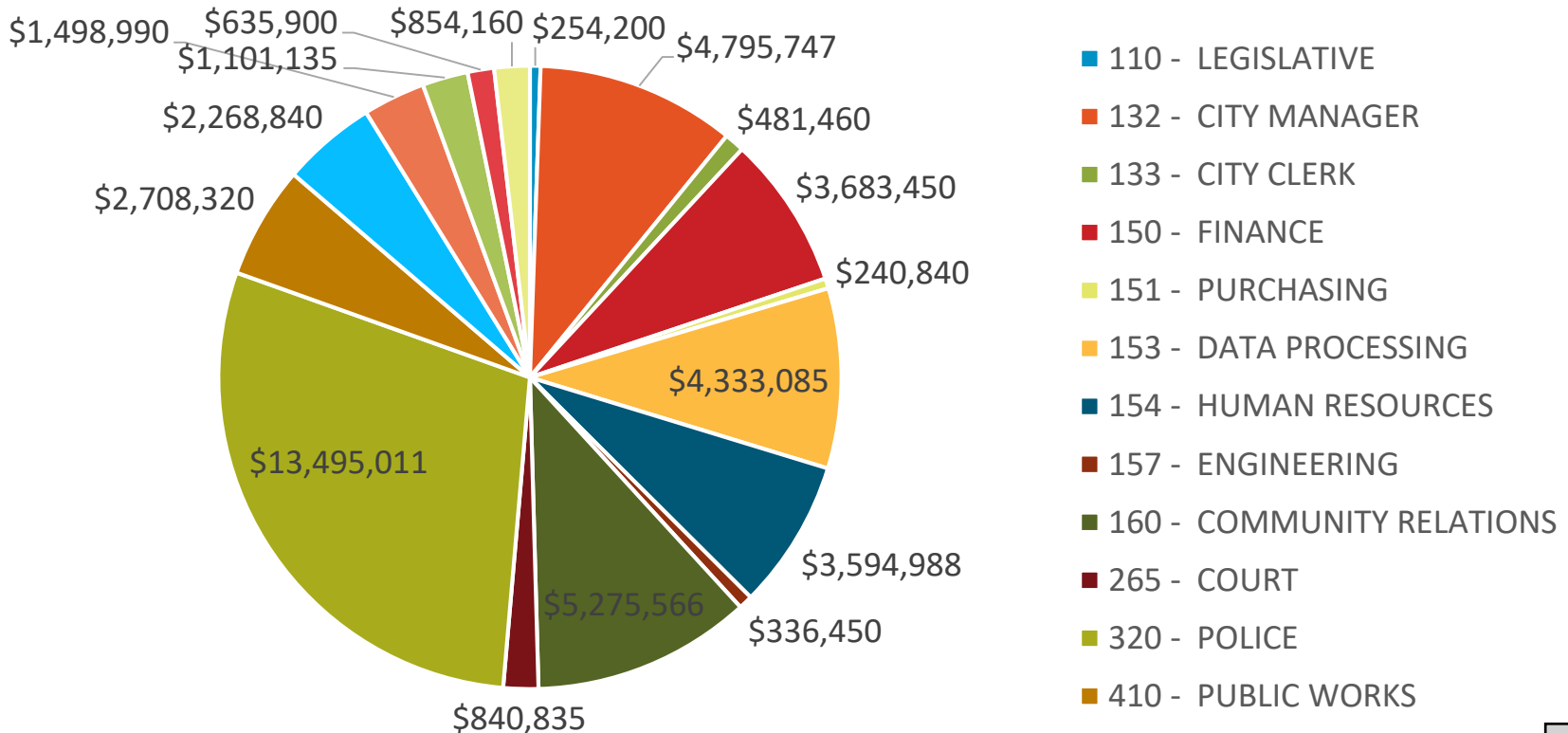


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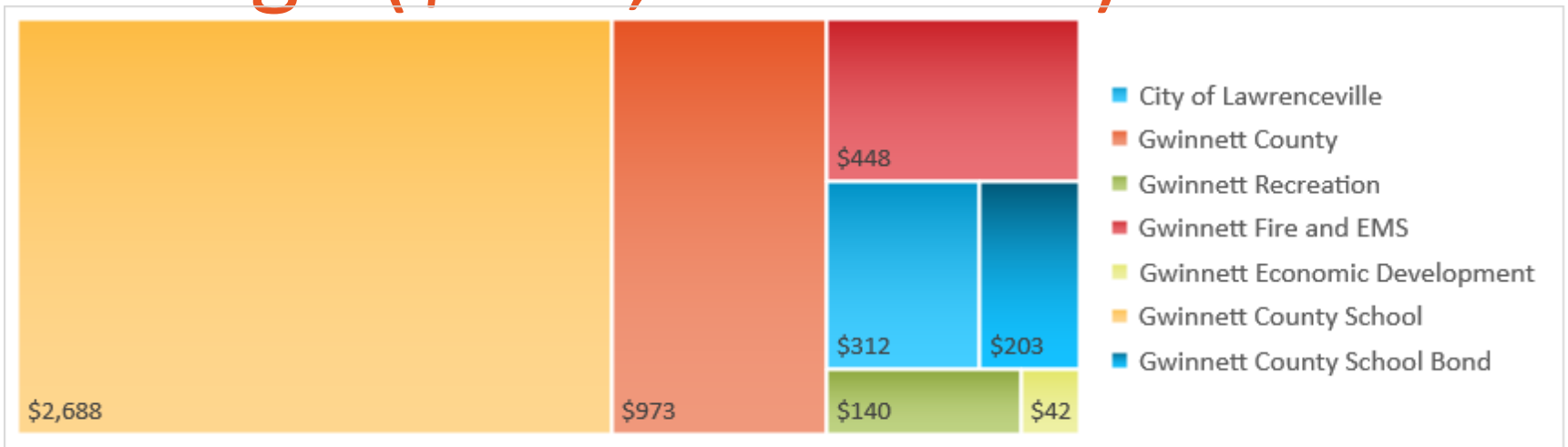
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Total	34.328	\$4,806	1



Next Steps

- July 19 Public Hearing - 5:00 pm
- July 31 Millage Consideration - Adopt Millage at Regular Council Meeting after Public Hearing



LAWRENCEVILLE

GEORGIA

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

Item: ANN2023-00007 & RZC2023-00051; J.J. Shah; 475 Philip Boulevard
Department: Planning and Development
Date of Meeting: Monday, July 31, 2023
Applicant Request: Annex 475 Philip Boulevard and rezone the parcel from C-2 (Gwinnett County General Business District) to BG (City of Lawrenceville General Business District).

Presented By: Todd Hargrave, Director of Planning and Development

Department Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Approval with Staff recommended conditions of RZC2023-00051**

Summary: The applicant requests annexation and rezoning of an approximately 1.48-acre parcel at 475 Philip Boulevard from C-2 (Gwinnett County General Business District) to BG (City of Lawrenceville General Business District). The property was developed in 2001 with a three story, 42,992 square foot medical office building. No additional development is proposed at this time.

Attachments/Exhibits:

- ANN2023_00007_Report
- ANN2023_00007_Planning and Development recommendations
- ANN2023-00007_Planning Commission Recommendations
- ANN2023_00007_Gwinnett County notification letter
- ANN2023_00007_Application
- ANN2023_00007_Letter of intent



LAWRENCEVILLE

GEORGIA

- **ANNX2023_00007_Legal description**
- **ANNX2023_00007_Site plan**
- **ANNX2023_00007_Aerial map (1:2,750)**
- **ANNX2023_00007_Aerial map (1:5,500)**
- **ANNX2023_00007_Character area map (1:2,750)**
- **ANNX2023_00007_Character area map (1:5,500)**
- **ANNX2023_00007_Zoning map (1:2,750)**
- **ANNX2023_00007_Zoning map (1:5,500)**



LAWRENCEVILLE

Planning & Development

CASE NUMBER: ANN2023-00007
RZC2023-00051

APPLICANT: J. J. SHAH

OWNER(S): GCMT2 LLC

CONTACT: J. J. SHAH - 678.575.5861

LOCATION(S): 475 PHILIP BOULEVARD

PARCEL ID(S): R7009 057

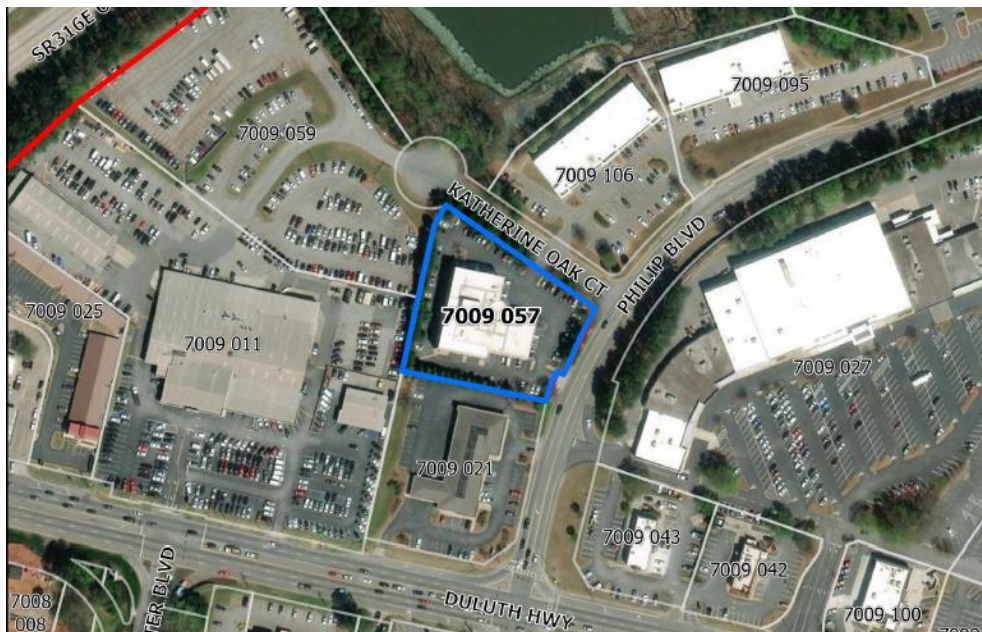
APPROXIMATE ACREAGE: 1.48

ZONING PROPOSAL: GWINNETT COUNTY, C-2 (GENERAL BUSINESS DISTRICT) TO CITY OF LAWRENCEVILLE, BG (GENERAL BUSINESS DISTRICT)

PROPOSED DEVELOPMENT: MEDICAL OFFICE BUILDING

DEPARTMENT RECOMMENDATION: **APPROVAL WITH CONDITIONS**

VICINITY MAP





LAWRENCEVILLE

Planning & Development

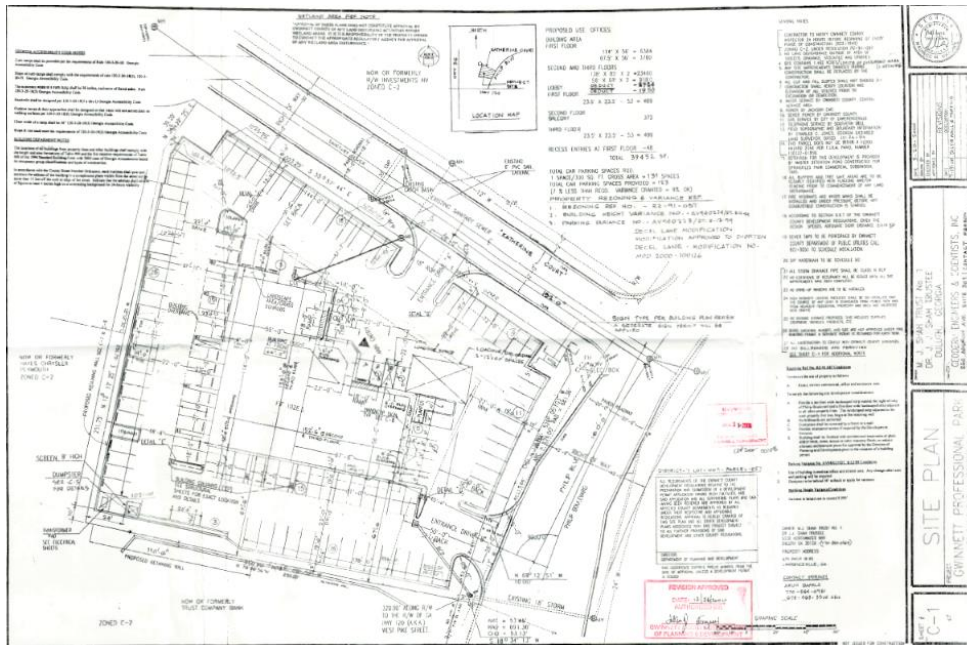
ZONING HISTORY

The subject property at 475 Philip Boulevard (PIN: 7009 057) is located within unincorporated Gwinnett County and has been zoned C-2 (General Business District) since 1960.

PROJECT SUMMARY

The applicant requests annexation and rezoning of an approximately 1.48-acre parcel at 475 Philip Boulevard from C-2 (Gwinnett County General Business District) to BG (City of Lawrenceville General Business District). The property was developed in 2001 with a three story, 42,992 square foot medical office building. No additional development is proposed at this time.

LAND SURVEY



ZONING AND DEVELOPMENT STANDARDS

The applicant requests that all variances and zoning conditions previously approved by Gwinnett County be honored by the City of Lawrenceville. Additionally, the applicant requests that any future renovations (not adding to



LAWRENCEVILLE

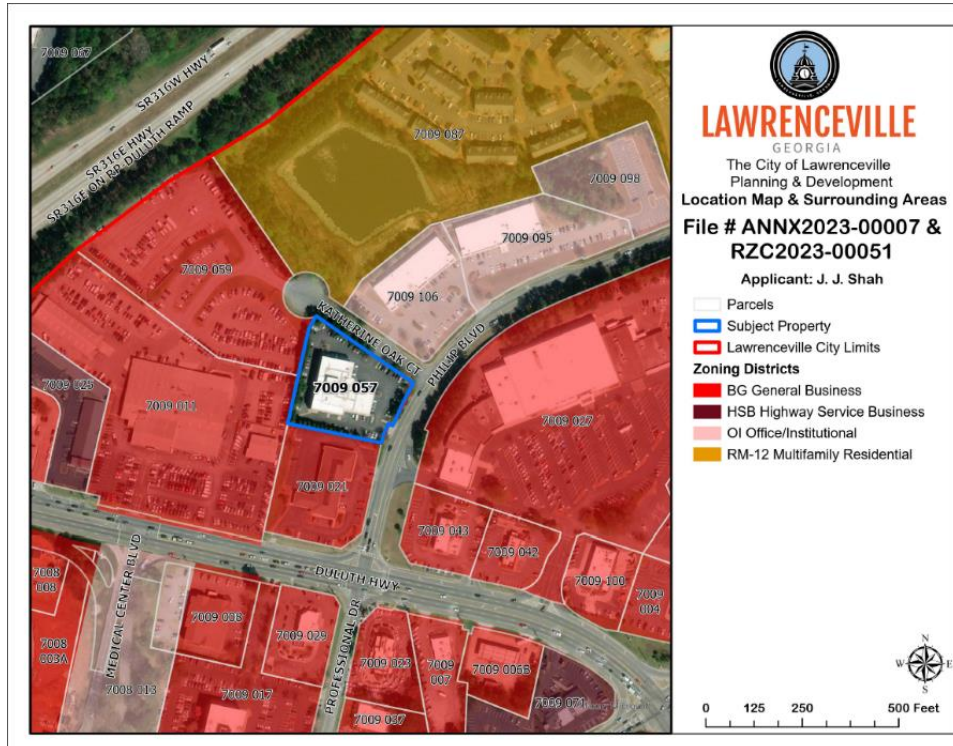
Planning & Development

the total square footage of the building) should be permitted by the City of Lawrenceville honoring those same variances and zoning conditions approved by Gwinnett County.

SURROUNDING ZONING AND USE

The surrounding area is composed predominantly of commercial zoning and land uses, including both retail and medical offices. Most of the parcels immediately surrounding the subject property are zoned BG (General Business District), the same zoning district proposed in this request. There are limited residential uses in the area, including the parcel across from Katherine Oak Court, which is zoned RM-12 (Multifamily Residential District) and contains multifamily apartment buildings. Additionally, there are medical offices zoned OI (Office Institutional District) across the northern right-of-way of Katherine Oak Court.

CITY OF LAWRENCEVILLE OFFICIAL ZONING MAP





LAWRENCEVILLE

Planning & Development

2040 COMPREHENSIVE PLAN

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicate the subject property is located within the Medical Services Cluster Character Area. The Medical Services Cluster character area recognizes the uniqueness of the Gwinnett Medical Center (GMC). This area will be home to a range of institutions, offices, commercial, warehousing, distribution, and research uses that support GMC and its clustered medical services. It will come about by transitioning the current suburban-style offices to more urban-style forms that support a variety of job types and work, as well as some assisted/senior living opportunities.

LAWRENCEVILLE 2040 COMPREHENSIVE PLAN - FUTURE LAND USE PLAN MAP



STAFF RECOMMENDATION

In conclusion, the proposed annexation and rezoning is consistent with the established zoning patterns and land uses found in the Medical Services Cluster Character Area. Gwinnett’s C-2 zoning classification is equivalent to



LAWRENCEVILLE

Planning & Development

Lawrenceville's BG zoning district and there is no new development proposed, meaning there would be virtually no new development impacts generated by this proposal. Furthermore, the parcel is the last remaining exclave of unincorporated Gwinnett County in the area; granting this request would bring the parcel into conformity with the surrounding area and mitigate potential disputes between the City and County regarding services offered. As such, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** for the annexation and rezoning request.



LAWRENCEVILLE

Planning & Development

CITY OF LAWRENCEVILLE DEPARTMENT COMMENTS:

ENGINEERING DEPARTMENT

No comment

PUBLIC WORKS

No comment

ELECTRIC DEPARTMENT

No comment

GAS DEPARTMENT

No comment

DAMAGE PREVENTION DEPARTMENT

No comment

CODE ENFORCEMENT

No comment

STREET AND SANITATION DEPARTMENT

No comment



LAWRENCEVILLE

Planning & Development

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

- 1. Whether a zoning proposal will permit a use that is suitable in view of the use and development of adjacent and nearby property;**

As proposed, the plan would be suitable in view of the use and development in the immediate area along Philip Boulevard and Duluth Highway.

- 2. Whether a zoning proposal will adversely affect the existing use or usability of adjacent or nearby property;**

No; the proposal will not adversely affect the existing use or usability of adjacent or nearby property.

- 3. Whether the property to be affected by a zoning proposal has a reasonable economic use as currently zoned;**

The property has a reasonable economic use as currently zoned.

- 4. Whether the zoning proposal will result in a use which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools;**

No; the impacts to the City will be virtually none, as there is no new development proposed.

- 5. Whether the zoning proposal is in conformity with the policy and intent of the Comprehensive Plan;**

Policies of the City are intended to benefit or enhance the quality of life for existing and potential members of the public choosing to reside within the city limits. The Medical Services Cluster character area is district composed of a wide variety of uses including predominantly medical offices, so this rezoning conforms with the long-range plan.

- 6. Whether there are other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the zoning proposal;**



LAWRENCEVILLE

Planning & Development

Annexing this property would fill in a hole in the City's municipal boundaries and bring service areas into alignment.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_06232023

ANNX2023-00007 & RZC2023-00051

Approval as BG (General Business District) for a commercial/retail development, subject to the following enumerated conditions:

- 1.** To restrict the use of the property as follows:
 - A.** Retail service-commercial uses and accessory uses. The following uses shall be prohibited:
 - Adult Entertainment Facility
 - Auction House
 - Automobile Accessories Sales and Installation
 - Automobile Body Repair, Painting or Rebuilding
 - Automobile Broker
 - Automobile Manufacturing Plant
 - Automobile, Truck or Vehicle Storage Lot (excl. junk/wrecked vehicles)
 - Automobile Parts Store (with/without installation)
 - Automobile Repair and Maintenance (Principal Use)
 - Automobile Sales or Auction and Related Service (indoor/outdoor sales)
 - Automobile Wash (Carwash)
 - Bail Bonding
 - Building Materials Sales (indoors/outdoors)
 - Depot / Passenger Terminal (bus or rail)
 - Dollar or Variety Store
 - Garden Supply Center
 - Hookah/Vapor Bar or Lounge

- Machine Shop
- Maintenance Shop (fleet vehicles)
- Motorcycle and Personal Watercraft Sales and Related Service
- Motorcycle and Personal Watercraft Service and Repair
- Motorcycle Parts, Accessories and Apparel Store
- Pawn Shop
- Smoke or Novelty Shop
- Tobacco or Novelty Shop
- Tattoo and Body Piercing
- Title Loan Facility

B. 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.

C. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.

D. Outdoor storage shall be prohibited.

E. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

2. To satisfy the following site development considerations:

A. The development shall be constructed in conformity with the City of Lawrenceville Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.

B. Buildings shall be designed and constructed in conformity with Zoning Ordinance, Article 6 Architectural and Design Standards, and International Building Code (IBC). Final building elevations shall be subject to the review and approval of the Director of Planning and Development.

- C.** Landscape shall be designed and installed to meet the conditions of zoning, requirements of the Zoning Ordinance and Development Regulations. Final design shall be subject to the review and approval of the Director of Planning and Development.
- D.** Provide a ten (10) foot landscape strip adjacent to all public rights-of-way.
- E.** Provide a fifteen (15) foot landscape strip adjacent to all internal property lines.
- F.** Provide a six (6) foot concrete sidewalk adjacent to all public rights-of-way.
- G.** Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or rights-of-way.
- H.** Electronic Messaging Center (EMC) signs may be permitted as ground signs only. The EMC portion of a sign shall occupy a maximum of 40% of permitted display area square footage, up to 54 square feet. EMC signs light levels shall not increase lighting or brightness levels by more than 0.30 foot-candles above ambient levels as measured using a standard foot-candle meter.
- I.** Dumpsters shall be screened by solid masonry walls matching the building, with an opaque metal gate enclosure.
- J.** Natural vegetation shall remain on the property until the issuance of a development permit.
- K.** Any utility relocations shall be the responsibility of the developer.

PLANNING AND DEVELOPMENT

RECOMMENDED CONDITIONS_06232023

ANNX2023-00007 & RZC2023-00051

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 - Automobile Parts Store (with/without installation)
 - Automobile Repair and Maintenance (Principal Use)
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 - Garden Supply Center
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- Machine Shop
 - Maintenance Shop (fleet vehicles)
 - Motorcycle and Personal Watercraft Sales and Related Service
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LAWRENCEVILLE

GEORGIA

Via Priority Mail and Certified Mail

June 13, 2023

The Honorable Nicole Love Hendrickson, Chairwoman
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, GA 30046

Re: Lawrenceville Annexation Application - ANNX2023-00007

Dear Ms. Nicole Love Hendrickson:

Please see the attached documents in regards to the Annexation:

- Letter from City Manager, Chuck Warbington, P.E.
- Annexation application.
- Survey and Legal Description for subject property.

Sincerely,

Todd Hargrave | Director
Planning and Development Department



LAWRENCEVILLE
GEORGIA

70 S Clayton St | PO Box 2200,
Lawrenceville GA 30046
Office: 678.407.6563

Enc: Annexation Application; Legal Descriptions; Survey

C: Mr. Matthew Dickison, Gwinnett County, Director of Department of Planning and Development
Mr. Glenn Stephens, Gwinnett County Administrator



LAWRENCEVILLE

GEORGIA

June 13, 2023

The Honorable Nicole Love Hendrickson, Chairwoman
Gwinnett County Board of Commissioners
75 Langley Drive
Lawrenceville, Georgia 30046

Re: City of Lawrenceville Annexation Application - ANNX2023-00007

Owner:
The City of Lawrenceville (see attached legal description and land survey)

Requested Zoning: Gwinnett County C-2 (General Business District) to City of Lawrenceville BG (General Business District)

Dear Chairwoman Love Hendrickson:

Please be advised that the City of Lawrenceville, Georgia, by the authority vested in the Mayor and Council of the City of Lawrenceville, Georgia by Article 2 of Chapter 36, Title 36, of the Official Code of Georgia Annotated, intends to annex the property, hereinafter described, by ordinance at a regular meeting of the Mayor and City Council.

This letter has been sent to you by certified mail, return receipt requested, within five (5) business days of acceptance of an application for annexation in accordance with O.C.G.A. §36-36-6, O.C.G.A. §36-36-9 and O.C.G.A. §36-36-111.

SEE ATTACHED LEGAL DESCRIPTIONS AND SURVEYS

Pursuant to O.C.G.A. §36-36-7 and O.C.G.A. §36-36-9, you are requested to notify the Mayor and City Council of the City of Lawrenceville, in writing and by certified mail, return receipt requested, of any county facilities or property located within the area to be annexed, within five (5) business days of receipt of this letter.

The Honorable Nicole Love Hendrickson, Chairwoman
June 13, 2023
Page 2

In accordance with Georgia law, this letter provides you with a copy of the annexation and zoning/land use request. The rezoning application specifies and identifies the requested zoning and any zoning or land use changes. A copy of the annexation application is enclosed with this notice. The proposed City zoning classification of the property is BG (General Business District). The City of Lawrenceville Planning Commission will consider the proposed rezoning and annexation request during a public hearing scheduled for Monday, July 10, 2023, at 6:00 P.M. The City of Lawrenceville City Council will consider the proposed rezoning and annexation requests during a public hearing scheduled for Monday, July 31, 2023, at 7:00 P.M. The annexation and zoning hearings will take place in the City Hall building at 70 South Clayton Street, Lawrenceville, Georgia.

Notice has been provided in this letter in accordance with O.C.G.A. §36-36-111. If the County governing authority intends to object to this annexation, please notify the Mayor and City Council of the objection within 30 days as provided in O.C.G.A. §36-36-113.

Sincerely,

Chuck Warbington, PE | City Manager



70 South Clayton Street | PO Box 2200
Lawrenceville GA 30046
Office: 678-407-6415 | LawrencevilleGa.org

- Enc: Annexation Application; Legal Description; Survey
- C: Mr. Matthew Dickison, Gwinnett County Director, Department of Planning and Development
Mr. Glenn Stephens, Gwinnett County Administrator



LAWRENCEVILLE

GEORGIA

City of Lawrenceville Planning Department
P.O. Box 2200
Lawrenceville, GA 30046
Phone: 678-407-6400
E-Mail: Planning@lawrencevillega.org

Date Received _____
Case File #: ANX _____

APPLICATION FOR ANNEXATION

DATE 5-6-2023

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of C2.

Address of Property to be annexed: 475 PHILIP BOULEVARD, GA 30046

Area: 1.48 Acres acres or _____ square feet.

Tax Map Number: approx. R7009057 (R 7009057)

Owners of Property: GCOT 14, LLC

Address if different from Property: 5330 NORTHWATER WAY, DULUTH GA 30097 Phone: 678-575-5861

Applicant Name and Address: J.J. SHAH, as Manager Phone: 678-575-5861
5330 NORTHWATER WAY,
DULUTH, GA 30097

SUBJECT TO GRAND PAVING AS PER OUR LETTER, ATTACHED HERewith.

[Signature] 6-6-23
Signature of Applicant Date

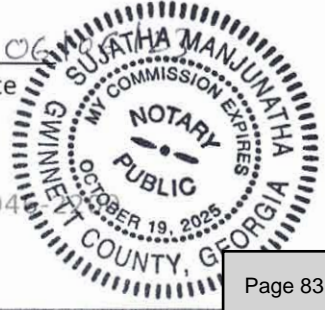
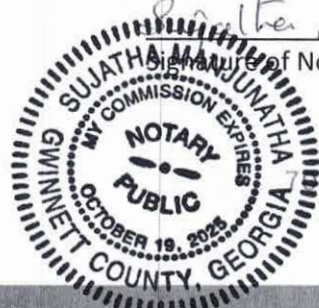
[Signature] as Manager 6-6-23
Signature of Owner Date

J.J. SHAH 6-6-23
Print Name of Applicant Date

GCOT 14, LLC 6-6-23
Print Name of Owner Date

[Signature] 06/06/23
Signature of Notary Date

[Signature] 06/06/23
Signature of Notary Date



GCMT14, LLC
475 Philip Boulevard, Lawrenceville, GA 30046

June 6, 2023

To
The City of Lawrenceville,
Lawrenceville, GA 30045

Re: Request for annexation of our property at 475 Philip Boulevard,
Lawrenceville, GA 30046.

Dear

I request you to approve our request to annex above mentioned property with City of Lawrenceville, Georgia with following conditions grandfathered:

- 1) All zoning, height, parking and other conditions and variances should be honored by City of Lawrenceville, Georgia, as has been approved by Gwinnett County, Georgia.
- 2) Any future renovations (not adding to total square footage of building) should be permitted by City of Lawrenceville honoring the same zoning, height, parking and other conditions and variances. as has been approved by Gwinnett County, Georgia.

We are looking forward to a favorable response.



(J. J. Shah, MD)
Manager
(as President of Eastern Horizons Management, Inc.)
Cell Number: (678) 575-5861

BK48886 PG0354

SCHEDULE A (Continued)

Agent's

File No.: 91-M-315

Commitment No. GF

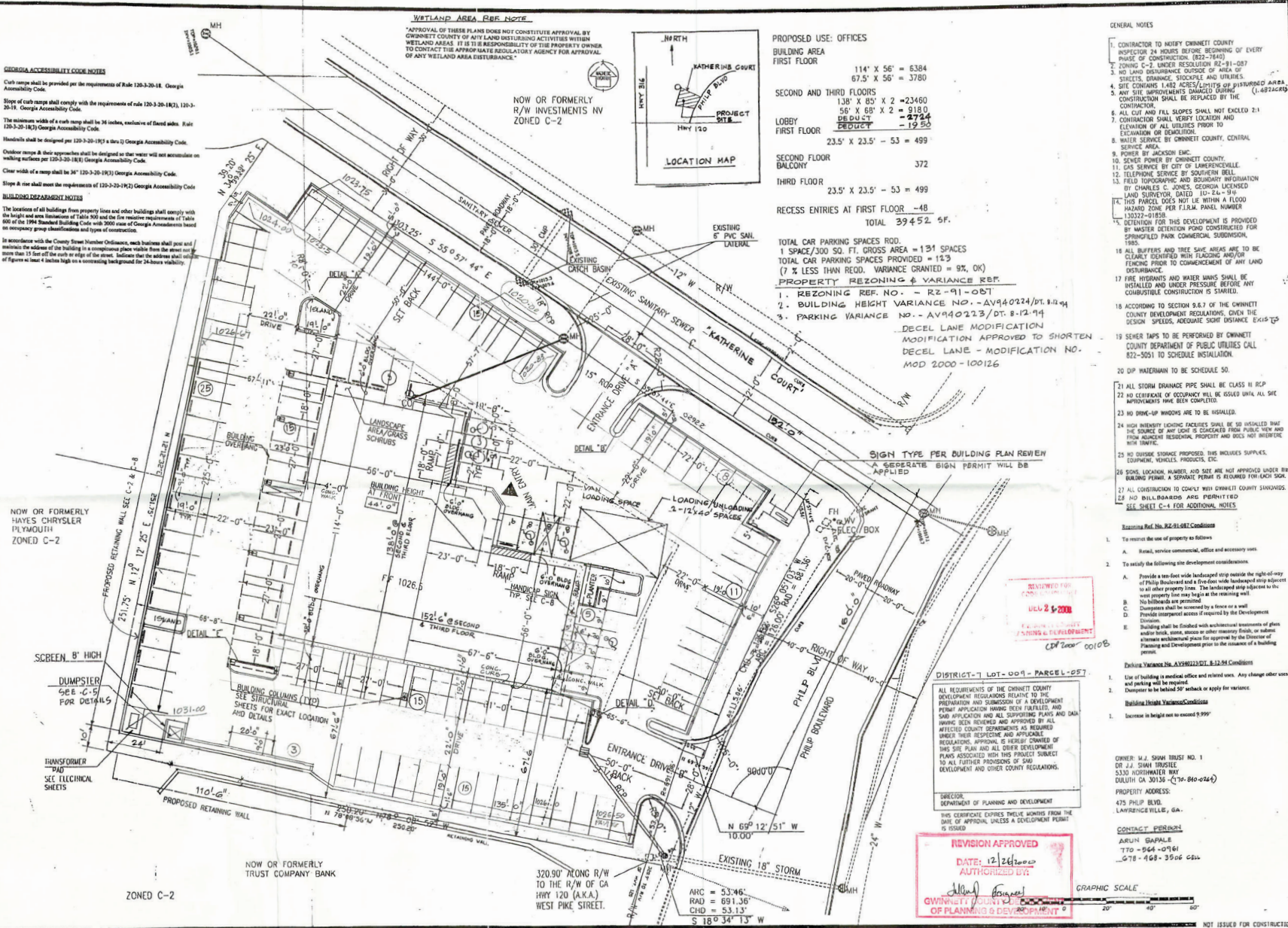
Policy No. GF

EXHIBIT "A"

BEGINNING at a point located at the intersection of the northerly right-of-way line of Georgia Highway 120 (a.k.a. West Pike Street) and the westerly right-of-way line of Philip Boulevard; thence running northeasterly along the westerly right-of-way line of Philip Boulevard 320.90 feet to a point; which is the TRUE POINT OF BEGINNING; continuing thence N 78 degrees 08 minutes 52 seconds W a distance of 250.20 feet to a point; thence N 12 degrees 12 minutes 25 seconds E a distance of 251.75 feet to an iron pin; thence N 34 degrees 12 minutes 25 seconds E a distance of 39.20 feet to a point; thence S 55 degrees 57 minutes 44 seconds E a distance of 303.25 feet to a point on the westerly right-of-way line of Philip Boulevard; thence in a southwesterly direction along said right-of-way line along the arc of a curve to the left; said curve having a radius of 681.36 feet, said arc being subtended by a chord line having a magnetic bearing of S 26 degrees 05 minutes 03 seconds W and a chord length of 125.82 feet, and an arc distance of 126.00 feet to a point; running thence in a northwesterly direction along said right-of-way line N 69 degrees 12 minutes 51 seconds W a distance of 10.00 feet to a point; running thence in a southwesterly direction along said right-of-way line along the arc of a curve to the left; said curve having a radius of 691.36 feet; said arc being subtended by a chord line having a magnetic bearing of S 18 degrees 34 minutes 13 seconds W and a chord length of 53.45 feet, an arc distance of 53.46 feet to a point which is the TRUE POINT OF BEGINNING; according to that certain boundary survey prepared for Dr. J.J. Shah by Horlbeck Engineering Corp., dated December 12, 1991 (said survey bearing the certification of Robert E. Horlbeck, Georgia Registered Professional Land Surveyor No. 1942), and said tract containing 1.482 acres as shown on said survey.

Lawrenceville

ORIGINAL - INSURED



TOTAL CAR PARKING SPACES REQ.
1 SPACE/300 SQ. FT. GROSS AREA = 131 SPACES
TOTAL CAR PARKING SPACES PROVIDED = 152
(7% LESS THAN REQ. VARIANCE GRANTED = 9%, OK)
PROPERTY REZONING & VARIANCE REF.
1. REZONING REF. NO. - RZ-91-08T
2. BUILDING HEIGHT VARIANCE NO. - AV940224/DT. 8-12-14
3. PARKING VARIANCE NO. - AV940223/DT. 8-12-14
DECAL LANE MODIFICATION APPROVED TO SHORTEN
DECAL LANE - MODIFICATION NO. MOD 2000 - 100126

- GENERAL NOTES
- CONTRACTOR TO NOTIFY GWINNETT COUNTY INSPECTOR 24 HOURS BEFORE BEGINNING OF EVERY PHASE OF CONSTRUCTION. (822-7143)
 - ZONING C-2 UNDER RESOLUTION RZ-91-08T
 - NO LAND DISTURBANCE OUTSIDE OF AREA OF STREETS, DRIVEWAYS, STOCKPILE AND UTILITIES.
 - SITE CONTAINS 1.402 ACRES/LIMITS OF DISTURBED AREA. ANY SITE IMPROVEMENTS OUTSIDE DISTURBED AREA CONSTRUCTION SHALL BE REPLACED BY THE CONTRACTOR. (1,492,425)
 - ALL CUT AND FILL SLOPES SHALL NOT EXCEED 2:1
 - CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO EXCAVATION OR DELIMITATION.
 - WATER SERVICE BY GWINNETT COUNTY, CENTRAL SERVICE AREA.
 - POWER BY JACKSON EMC.
 - SEWER POWER BY GWINNETT COUNTY.
 - GAS SERVICE BY CITY OF LAWRENCEVILLE.
 - TELEPHONE SERVICE BY SOUTHERN BELL.
 - FIELD TOPOGRAPHIC AND SURVEY INFORMATION BY CHARLES C. JONES, GEORGIA LICENSED LAND SURVEYOR, DATED 10-24-14
 - THE PARCEL DOES NOT LIE WITHIN A FLOOD HAZARD ZONE PER F.I.R.M. PANEL NUMBER 13222-01018
 - DETENTION FOR THIS DEVELOPMENT IS PROVIDED BY MASTER DETENTION POND CONSTRUCTED FOR PRINCIPAL PARK COMMERCIAL SUBDIVISION, 1985.
 - ALL BUFFERIES AND TREE SAV AREAS ARE TO BE CLEARLY IDENTIFIED WITH FLAGGING AND/OR FENCING PRIOR TO COMMENCEMENT OF ANY LAND DISTURBANCE.
 - FIVE HYDRANTS AND WATER MAINS SHALL BE INSTALLED AND UNDER PRESSURE BEFORE ANY COMBUSTIBLE CONSTRUCTION IS STARTED.
 - ACCORDING TO SECTION 9.6.7 OF THE GWINNETT COUNTY DEVELOPMENT REGULATIONS, GIVEN THE DESIGN SPEEDS, REGULATE SIGN DISTANCE EXIST-25
 - SEWER TAPS TO BE PERFORMED BY GWINNETT COUNTY DEPARTMENT OF PUBLIC UTILITIES CALL 822-5051 TO SCHEDULE INSTALLATION.
 - DIP WATERMAIN TO BE SCHEDULED 50.
 - ALL STORM DRAINAGE PIPE SHALL BE CLASS III RCP
 - NO CERTIFICATE OF OCCUPANCY WILL BE ISSUED UNTIL ALL SITE IMPROVEMENTS HAVE BEEN COMPLETED.
 - NO DRINK-UP WINDOWS ARE TO BE INSTALLED.
 - HIGH INTENSITY LIGHTING FACILITIES SHALL BE SO INSTALLED THAT THE SOURCE OF ANY LIGHT IS CONCEALED FROM PUBLIC VIEW AND FROM ADJACENT RESIDENTIAL PROPERTY AND DOES NOT INTERFERE WITH TRAFFIC.
 - NO OUTSIDE STORAGE PROPOSED THIS INCLUDES SUPPLIES, EQUIPMENT, VEHICLES, PRODUCTS, ETC.
 - SPOTS, LOCATION, NUMBER AND SIZE ARE NOT APPROVED UNDER THIS BUILDING PERMIT. A SEPARATE PERMIT IS REQUIRED FOR EACH SIGN.
 - ALL CONSTRUCTION TO COMPLY WITH GWINNETT COUNTY STANDARDS
 - NO BILLBOARDS ARE PERMITTED SEE SHEET C-4 FOR ADDITIONAL NOTES

REVISIONS FOR
DATE: 6-20-23
14 1/2" X 11" SHEET
PLANNING & DEVELOPMENT
LDP 2000 00108

DISTRICT-7 LOT-009 - PARCEL-057
ALL REQUIREMENTS OF THE GWINNETT COUNTY DEVELOPMENT REGULATIONS RELATIVE TO THE PREPARATION AND SUBMISSION OF A DEVELOPMENT PERMIT APPLICATION HAVING BEEN FULFILLED AND SAID APPLICATION AND ALL SUPPORTING PLANS AND DATA HAVING BEEN REVIEWED AND APPROVED BY ALL AFFECTED COUNTY DEPARTMENTS AS REQUIRED UNDER THEIR RESPECTIVE AND APPLICABLE REGULATIONS, APPROVAL IS HEREBY GRANTED OF THIS SITE PLAN AND ALL OTHER DEVELOPMENT PLANS ASSOCIATED WITH THIS PROJECT SUBJECT TO ALL FURTHER PROVISIONS OF SAID DEVELOPMENT AND OTHER COUNTY REGULATIONS.

REVISION APPROVED
DATE: 12/26/2023
AUTHORIZED BY:
GWINNETT COUNTY DEPARTMENT OF PLANNING & DEVELOPMENT

OWNER: M. J. SHAH TRUST NO. 1
DR. J. J. SHAH TRUSTEE
DULUTH, GEORGIA

PROJECT: GWINNETT PROFESSIONAL PARK
475 PHILIP BLVD. LAWRENCEVILLE, GA.

CONTACT PERSON:
ARJUN GAJALIA
770-964-0161
-G78-468-3506 c66

GRAPHIC SCALE
0' 20' 40' 60'

NOT ISSUED FOR CONSTRUCTION



DATE: 3-10-2020	REVISIONS
DESIGNED BY:	REVISION:
APPROVED BY:	DATE:
DATE:	BY:

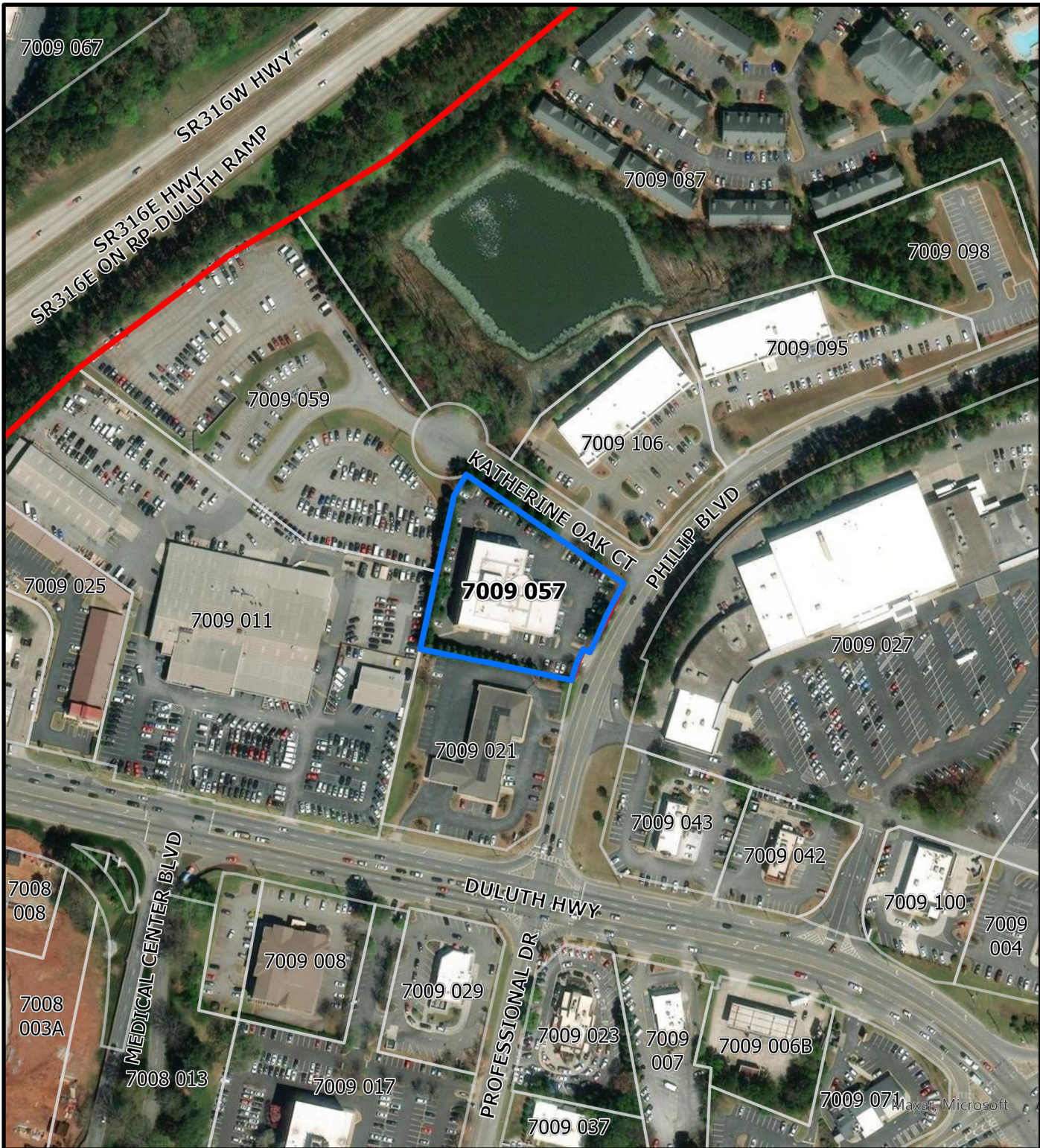
M. J. SHAH TRUST NO. 1
DR. J. J. SHAH TRUSTEE
DULUTH, GEORGIA

GWINNETT ENGINEERS & SCIENTISTS, INC.
250 ASHFURN AVE., SUITE 305 | CONTACT: BRADSON
ATLANTA, GA. 30303 | ARON GAJALIA | 678-448-3506

SITE PLAN

GWINNETT PROFESSIONAL PARK
475 PHILIP BLVD. LAWRENCEVILLE, GA.

SHEET # C-1
OF






LAWRENCEVILLE

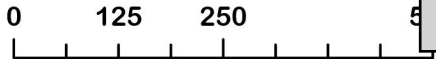
GEORGIA

The City of Lawrenceville
Planning & Development
Location Map & Surrounding Areas

File # ANNX2023-00007 &
RZC2023-00051

Applicant: J. J. Shah

-  Parcels
-  Subject Property
-  Lawrenceville City Limits





LAWRENCEVILLE




GEORGIA

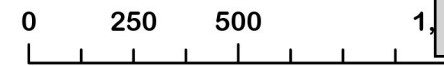
The City of Lawrenceville
Planning & Development

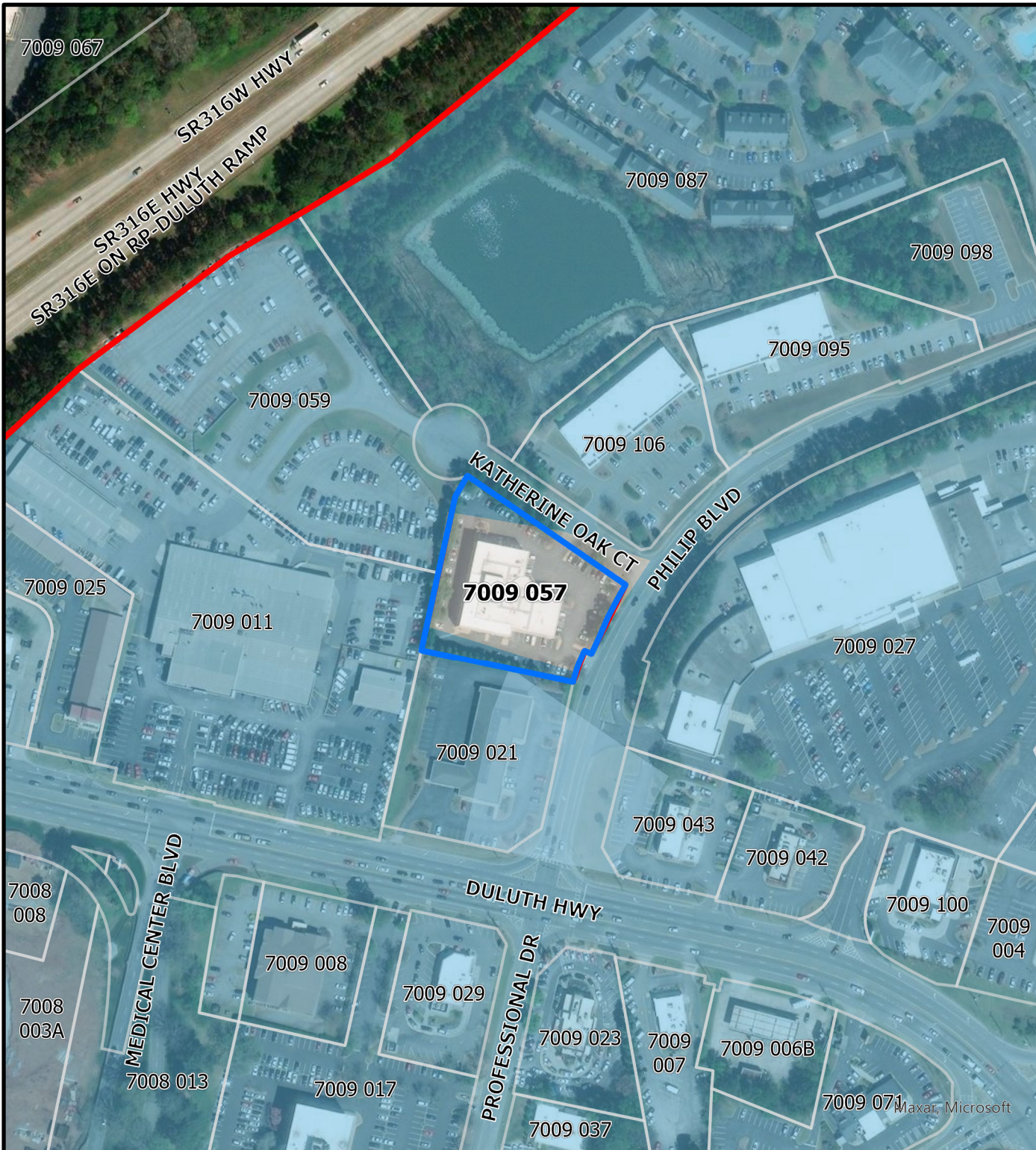
Location Map & Surrounding Areas

**File # ANNX2023-00007 &
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Applicant: J. J. Shah

-  Parcels
-  Subject Property
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LAWRENCEVILLE

GEORGIA

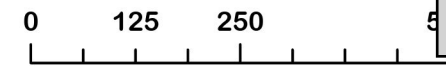
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

**File # ANNX2023-00007 &
RZC2023-00051**

Applicant: J. J. Shah

-  Parcels
-  Subject Property
-  Lawrenceville City Limits
- Character Areas**
-  Unincorporated
-  Medical Services Cluster





LAWRENCEVILLE

GEORGIA

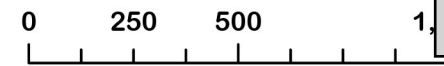
The City of Lawrenceville
Planning & Development

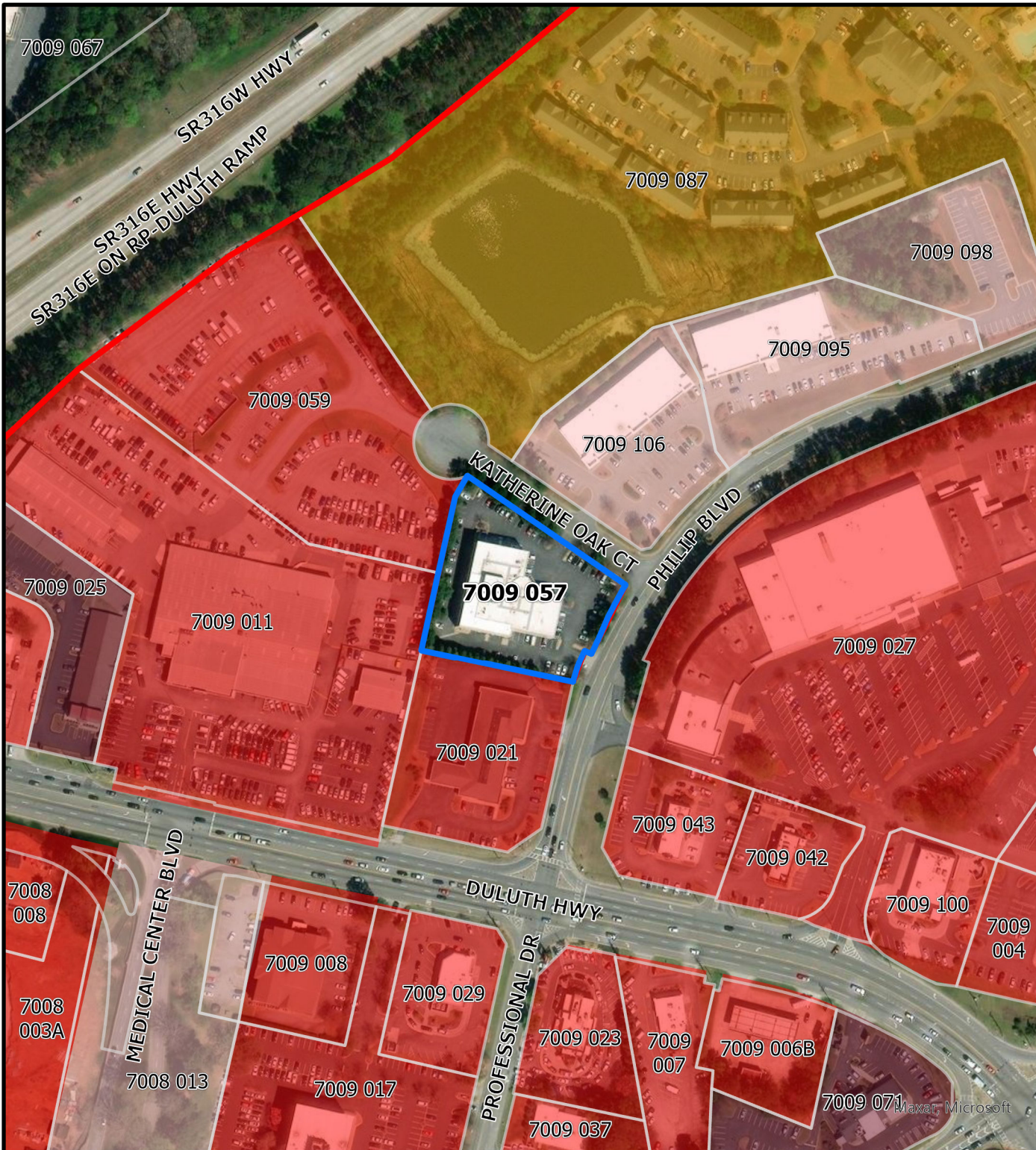
Location Map & Surrounding Areas

**File # ANNX2023-00007 &
RZC2023-00051**

Applicant: J. J. Shah

- Parcels
 - Subject Property
 - Lawrenceville City Limits
- Character Areas**
- Unincorporated
 - Community Mixed Use
 - College Corridor
 - Medical Services Cluster





LAWRENCEVILLE

GEORGIA

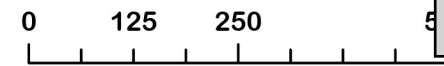
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

File # ANNX2023-00007 &
RZC2023-00051

Applicant: J. J. Shah

-  Parcels
-  Subject Property
-  Lawrenceville City Limits
- Zoning Districts**
-  BG General Business
-  HSB Highway Service Business
-  OI Office/Institutional
-  RM-12 Multifamily Residential





LAWRENCEVILLE

GEORGIA

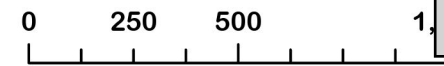
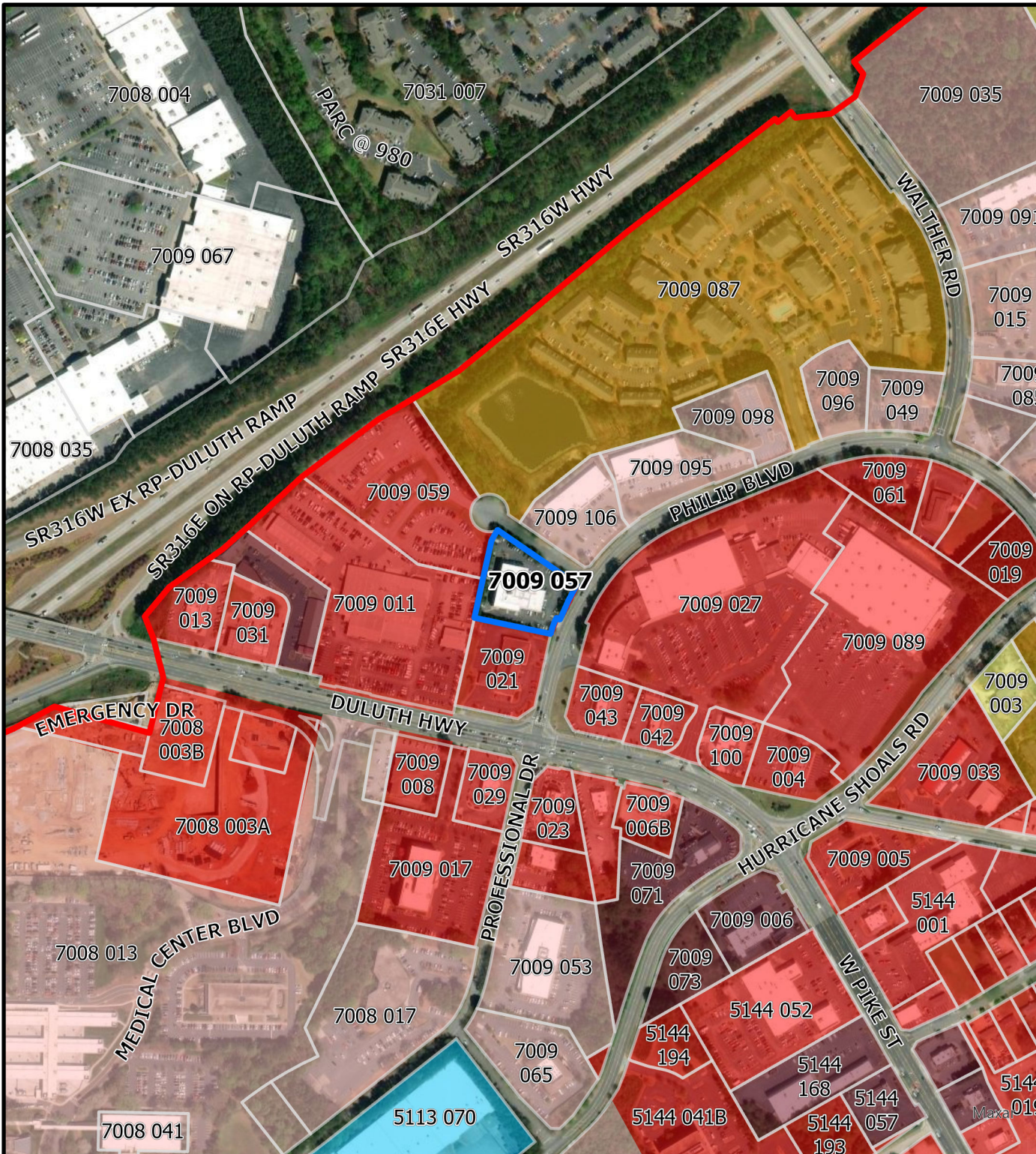
The City of Lawrenceville
Planning & Development

Location Map & Surrounding Areas

**File # ANNX2023-00007 &
RZC2023-00051**

Applicant: J. J. Shah

- Parcels
 - Subject Property
 - Lawrenceville City Limits
- Zoning Districts**
- BG General Business
 - HSB Highway Service Business
 - HM Heavy Manufacturing
 - OI Office/Institutional
 - RM-12 Multifamily Residential
 - RS-150 Single-Family Residential





LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR COUNCIL MEETING, JULY 31, 2023
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** City Housing Priorities
- Department:** City Administration
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:** None
- Presented By:** Chuck Warbington, City Manager
- Action Requested:** Adoption of Housing Priorities

Summary: Housing Priorities for the City that will give staff direction on providing objectives to meet those priorities in the upcoming Comprehensive Plan.

DRAFT HOUSING PRIORITIES

- Preserve existing affordable housing units
- **Improve and maintain a high standard of quality living throughout the City.**
- Discourage additional new exclusive affordable housing developments while encouraging a 5% to 10% affordable component to **new** residential projects.
- Encourage mixed income and **mixed use developments.**
- Focus housing production to **improve** the job-resident ratio with a focus on new residential products for Healthcare and Public Administration jobs

FINAL HOUSING PRIORITIES

- **Preserve existing affordable housing units**
- **Improve and maintain a high standard of quality living throughout the City.**
- **Discourage additional new exclusive affordable housing developments while encouraging a 5% to 10% affordable component to new residential projects.**
- **Encourage mixed income and mixed use developments.**
- **Focus housing production to improve the job-resident ratio with a focus on new residential products for Healthcare and Public Administration jobs**



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JULY 31, 2023
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** 480 North Perry Street property acquisition
- Department:** City Manager
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:** \$750,000
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approve the purchase and sale agreement for 480 North Perry Street in the amount of \$750,000.00. Authorize mayor to execute contract subject to review by City Attorney.

Summary: This is the property on the SE corner or N Perry & Depot Street and is close to the intersection of Matlbie & N Perry. This parcel is contiguous with the city owned Depot parking lot.

Background:

Fiscal Impact: \$750,000

Concurrences:

Attachments/Exhibits:



LAWRENCEVILLE

GEORGIA

AGENDA REPORT
MEETING: REGULAR MEETING, JULY 31, 2023
AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

- Item:** Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to transfer 92 S Clayton Street to the DDA for redevelopment purposes
- Department:** City Manager
- Date of Meeting:** Monday, July 31, 2023
- Fiscal Impact:**
- Presented By:** Barry Mock, Assistant City Manager
- Action Requested:** Approve the Intergovernmental Agreement with the Downtown Development Authority of Lawrenceville to transfer the property identified as 92 S Clayton Street to the DDA for redevelopment purposes upon the approval of the agreement by the City Attorney.

Summary: This property was acquired by City last year. The City & DDA desire to transfer this property to the DDA for the DDA to use for redevelopment purposes. Upon sale of the property, DDA will transfer proceeds received to the City.

Parcel information: 92 S Clayton Street – Tax Parcel 5147 167

Background:

Fiscal Impact:

Attachments/Exhibits: IGA between City & DDA for 92 S Clayton Street

INTERGOVERNMENTAL AGREEMENT

92 S Clayton Street

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into as of the ___ day of _____, 2023, by and between the CITY OF LAWRENCEVILLE, GEORGIA, a Georgia municipal corporation in the State of Georgia (the “City”), and the DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF LAWRENCEVILLE, GEORGIA, a public corporation created and existing under the laws of the State of Georgia (the “DDA”).

WITNESSETH:

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

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

WHEREAS, the City now desires to transfer certain property to the DDA subject to certain terms and conditions, which property will be used by the DDA for redevelopment purposes; and

WHEREAS, said property is located within the geographic boundaries of the Downtown Development Area, and the DDA is willing to accept property from the City subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, the amounts set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the DDA do hereby agree as follows:

1. The City shall transfer to the DDA all of its interest in the property described on Exhibit A which is attached hereto and incorporated herein by reference (Subject Property). The Subject Property shall be used by the DDA and paid for by the DDA in accordance with the terms of this IGA.

2. The Subject Property transferred in accordance with paragraph 1 of this IGA may be sold by the DDA for redevelopment purposes or any other purpose allowed by law. The Subject

Property may not be sold for a purchase price of less than Five Hundred Ten Thousand Dollars (\$510,000.00)

3. The DDA shall pay to the City any and all amounts obtained by the DDA from the sale of all or any portion of the Subject Property less reasonable closing costs which may include, but not be limited to, attorney's fees, real estate commissions and other similar costs.

4. The Mayor, Mayor Pro Tem, City Manager, City Clerk, and City Attorney, and/or their appropriate designees are hereby authorized to complete the transfer of the Subject Property and to take any and all action necessary and appropriate to carry out the intent of this Intergovernmental Agreement between the parties.

5. This IGA and the rights and obligations of the parties hereto shall be governed, construed and interpreted according to the laws of the State of Georgia.

6. This IGA expresses the entire understanding and agreement between the parties hereto.

7. The invalidity of any one or more phrases, sentences, clauses or sections contained in this IGA shall not affect the remaining portions of this IGA or any part thereof.

8. This IGA may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

9. No waiver, amendment, release, modification of this IGA shall be effective unless made in writing and executed by both parties hereto, and properly approved in accordance with the provisions of Georgia law.

[signatures on following page]

CITY OF LAWRENCEVILLE, GEORGIA

Date Signed: _____

By: _____
David R. Still, Mayor

Attest _____
Karen Pierce, City Clerk

(City Seal)

**DOWNTOWN DEVELOPMENT AUTHORITY
OF THE CITY OF LAWRENCEVILLE,
GEORGIA**

Date Signed: _____

By _____
Chairman

Attest _____
Secretary

(Authority Seal)

EXHIBIT A

LEGAL DESCRIPTION

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

BEGINNING at an iron pin set at the corner of the easterly right-of-way of South Clayton Street (right-of-way varies) and the southerly right-of-way of Nash Street (right-of-way varies); thence proceeding along the said right-of-way of Nash Street North 63 degrees 10 minutes 08 seconds East a distance of 92.18 feet to a point; thence leaving said right-of-way and running South 23 degrees 17 minutes 18 seconds East a distance of 152.03 feet to a pk nail found; thence running South 60 degrees 05 minutes 49 seconds West a distance of 91.12 feet to a MAG nail set; thence running North 83 degrees 40 minutes 18 seconds West a distance of 37.94 feet to a point located on the easterly right-of-way of South Clayton Street; thence running along said right-of-way and following the curvature thereof an arc distance of 141.86 feet, said arc having a radius of 718.94 feet and being subtended by a chord having a bearing of North 10 degrees 26 minutes 26 seconds West a chord distance of 141.63 feet to the point of beginning. Said tract of land containing 0.390 acres as shown on a plat prepared by Precision Planning, Inc. for the City of Lawrenceville, dated September 15, 2021. This plat is incorporated herein by reference for a more particular description.

Also conveyed is any interest the Grantor may have in the property described as follows:

Commencing at an iron pin set at the corner of the easterly right-of-way of South Clayton Street (right-of-way varies) and the southerly right-of-way of Nash Street (right-of-way varies); thence proceeding along the said right-of-way of Nash Street North 63 degrees 10 minutes 08 seconds East a distance of 92.18 feet to a point; thence leaving said right-of-way and running South 23 degrees 17 minutes 18 seconds East a distance of 152.03 feet to a pk nail found; thence running South 60 degrees 05 minutes 49 seconds West a distance of 91.12 feet to a magnetic nail set which is the **true point of beginning**; thence running North 83 degrees 40 minutes 18 seconds west a distance of 31.86 feet to a point located on the easterly right-of-way of South Clayton Street; thence running along said right-of-way and following the curvature thereof an arc distance of 19.15 feet, said arc having a radius of 713.94 feet and being subtended by a chord having a bearing of South 19 degrees 26 minutes 54 seconds East a chord distance of 19.15 feet; thence leaving said right-of-way and running South 60 degrees 05 minutes 29 seconds West a distance of 29.17 feet to the point of beginning. Said tract of land containing 0.006 acres (275 square feet) of property and being a small triangular tract of property labeled "Ownership in Question" on a plat of survey prepared by Precision Planning, Inc. for the City of Lawrenceville, dated September 15, 2021. This plat is incorporated herein by reference for a more particular description.