



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Monday, September 27, 2021
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Bicentennial Fact

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

1. August 23, 2021 Regular Meeting and Executive Session
2. September 15, 2021 Work Session and Executive Session

Proclamations

3. Georgia Gwinnett College Men's and Women's Tennis Teams
4. Georgia Gwinnett College Baseball Team

Announcements

Public Comment

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

Consent Agenda

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

- [5.](#) Steel Gas Replacement Project

- [6.](#) Natural Gas Plastic Replacement Project
- [7.](#) Natural Gas Pressure Improvement Project

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.

- [8.](#) ANNX2021-00005 & RZR2021-00010; Landeavor Acquisitions, LLC c/o Andersen, Tate & Carr, P.C; 606 New Hope Road
- [9.](#) RZC2021-00027; James Talbert; Old Norcross Road

Council Business Old Business

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

- [10.](#) Provision of Landscape and Maintenance Services on an Annual Contract
- [11.](#) False Emergency Services Alarm Ordinance
- [12.](#) Downtown Square Alleyway Name

Council Business New Business

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

- [13.](#) Downtown Square Alleyway Project
- [14.](#) Resolution for Acceptance of ReCast Grant
- [15.](#) Approval of Impact 46, Inc. Sub-Recipient Agreement for ReCAST Grant
- [16.](#) Approval of Families First, Inc. Agreement for ReCAST Grant
- [17.](#) Approval of Georgia Center for Opportunity Agreement for ReCAST Grant

Executive Session – Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 27, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Steel Gas Replacement Project
Department:	Gas
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	\$747,387.50
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Steel Gas Replacement Project to the low bidder, Harrison and Harrison, Inc., amount not to exceed \$747,387.50. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award

Summary: This project will consist of replacing approximately 17,100 feet of 2 inch steel with 17,100 feet of 2 inch and 4 inch new PE at the locations listed below.

- Black Oak Phase 1 - Replace approximately 8,500 feet of 2 inch steel main with new 2 inch PE and tie-over or replace approximately 60 service lines.
- Downtown Lawrenceville – Replace approximately 6,000 feet of 2 inch steel main with 4,000 feet of new 4 inch PE and 2,000 feet of new 2 inch PE and tie-over or replace approximately 30 service lines.
- Duke Drive - Replace approximately 2,600 feet of 2 inch steel with new 2 inch PE and tie-over or replace approximately 44 service lines.

Fiscal Impact: Amount not to exceed \$747,387.50. This project is funded by the Capital Outlay Fund (5164700.541000). Project 11-028.

Attachments/Exhibits: Bid Tabulation

BID TABULATION

PAGE 1

SB005-22
Natural Gas Steel Replacement Project
Gas Department

				Castle Energy Group, LLC		Harrison & Harrison, Inc.		Pike Electric, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project									
1	Warranties & Bonds	1	LS	\$10,521.88	\$10,521.88	\$13,012.50	\$13,012.50	\$0.00	\$0.00
2	Remobilization	1	LS	\$28,500.00	\$28,500.00	\$500.00	\$500.00	\$0.00	\$0.00
3	2” Polyethylene Open Trench	8400	LF	\$142.00	\$1,192,800.00	\$18.00	\$151,200.00	\$0.00	\$0.00
4	2” Polyethylene Bore	4700	LF	\$148.00	\$695,600.00	\$18.00	\$84,600.00	\$0.00	\$0.00
5	4” Polyethylene Open Trench	1	LF	\$146.00	\$146.00	\$30.00	\$30.00	\$0.00	\$0.00
6	4” Polyethylene Bore	4000	LF	\$151.00	\$604,000.00	\$35.00	\$140,000.00	\$0.00	\$0.00
7	6” Polyethylene Open Trench	1	LF	\$165.00	\$165.00	\$60.00	\$60.00	\$0.00	\$0.00
8	6” Polyethylene Bore	1	LF	\$165.00	\$165.00	\$60.00	\$60.00	\$0.00	\$0.00
9	6” Polyethylene Tie-in	1	EA	\$3,600.00	\$3,600.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00
10	4” Polyethylene Tie-in	3	EA	\$3,250.00	\$9,750.00	\$2,000.00	\$6,000.00	\$0.00	\$0.00
11	2” Polyethylene Tie-in	22	EA	\$2,900.00	\$63,800.00	\$1,400.00	\$30,800.00	\$0.00	\$0.00
12	Service Tie-over Shortside	67	EA	\$2,000.00	\$134,000.00	\$1,000.00	\$67,000.00	\$0.00	\$0.00
13	Service Tie-over Longside	67	EA	\$3,000.00	\$201,000.00	\$1,750.00	\$117,250.00	\$0.00	\$0.00
14	Service Replacement Insert/Re-dig Shortside	1	EA	\$2,250.00	\$2,250.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
15	Service Replacement Insert/Re-dig Longside	1	EA	\$3,250.00	\$3,250.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00

BID TABULATION

PAGE 2

16	Locate Station Installation	25	EA	\$950.00	\$23,750.00	\$25.00	\$625.00	\$0.00	\$0.00
17	4" Regulator Station Installation	1	EA	\$18,500.00	\$18,500.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
18	2" Steel Open Trench	1	LF	\$140.00	\$140.00	\$50.00	\$50.00	\$0.00	\$0.00
19	2" Steel Tap	1	EA	\$6,500.00	\$6,500.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
20	4" Steel Tap	1	EA	\$6,500.00	\$6,500.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00
21	Add for Rock Bore 2"	100	LF	\$110.00	\$11,000.00	\$100.00	\$10,000.00	\$0.00	\$0.00
22	Add for Rock Bore 4"	800	LF	\$185.00	\$148,000.00	\$125.00	\$100,000.00	\$0.00	\$0.00
23	Add for Rock Bore 6"	1	LF	\$195.00	\$195.00	\$200.00	\$200.00	\$0.00	\$0.00
24	Add for Blast/Hammer Rock	100	LF	\$115.00	\$11,500.00	\$60.00	\$6,000.00	\$0.00	\$0.00
25	Cost Plus/Crew with Welder	1	Daily Rate	\$7,890.00		\$5,500.00		\$0.00	
26	Cost Plus/Crew without Welder	1	Daily Rate	\$6,280.00		\$4,500.00		\$0.00	
Total				\$3,175,632.88		\$747,387.50		No Bid	

Recommended Vendor:

Harrison & Harrison, Inc

PO Box 5635

Athens, GA 30604

706-549-2555

jameyhh@bellsouth.net



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 27, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Natural Gas Plastic Replacement Project
Department:	Gas
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	\$411,103.00
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Natural Gas Plastic Replacement Project to the low bidder, Classic City Mechanical, Inc., amount not to exceed \$411,103.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project will consist of replacing approximately 7,950 feet of 2 inch PE with 7,950 feet of new 2 inch PE at the locations listed below.

- Oglethorpe Colony - Replace approximately 4,200 feet of 2 inch PE main with new 2 inch PE and tie-over or replace approximately 150 service lines.
- Stone Mill Run – Replace approximately 3,750 feet of 2 inch vintage PE main with 3,750 feet of new 2 inch PE and tie-over or replace approximately 55 service lines.

Fiscal Impact: Amount not to exceed \$411,103.00. This project is funded by the Capital Outlay Fund (5164700.541000). Project 11-038.

Attachments/Exhibits: Bid Tabulation

BID TABULATION

PAGE 1

SB007-22

Natural Gas Steel Replacement Project
Gas Department

				Castle Energy Group, LLC		Classic City Mechanical, Inc.		Harrison & Harrison, Inc.		Pike Electric, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project											
1	Warranties & Bonds	1	LS	\$5,701.39	\$5,701.39	\$10,000.00	\$10,000.00	\$8,851.80	\$8,851.80	\$0.00	\$0.00
2	Remoblilization	1	LS	\$28,500.00	\$28,500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$0.00	\$0.00
3	2" Polyethylene Open Trench	3,975	LF	\$71.00	\$282,225.00	\$16.00	\$63,600.00	\$15.00	\$59,625.00	\$0.00	\$0.00
4	2" Polyethylene Bore	3,975	LF	\$89.00	\$353,775.00	\$16.00	\$63,600.00	\$15.00	\$59,625.00	\$0.00	\$0.00
5	4" Polyethylene Open Trench	1	LF	\$146.00	\$146.00	\$15.00	\$15.00	\$40.00	\$40.00	\$0.00	\$0.00
6	4" Polyethylene Bore	1	LF	\$151.00	\$151.00	\$30.00	\$30.00	\$40.00	\$40.00	\$0.00	\$0.00
7	6" Polyethylene Open Trench	1	LF	\$165.00	\$165.00	\$18.00	\$18.00	\$60.00	\$60.00	\$0.00	\$0.00
8	6" Polyethylene Bore	1	LF	\$165.00	\$165.00	\$55.00	\$55.00	\$60.00	\$60.00	\$0.00	\$0.00
9	6" Polyethylene Tie-in	1	EA	\$3,600.00	\$3,600.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$0.00	\$0.00
10	4" Polyethylene Tie-in	1	EA	\$3,250.00	\$3,250.00	\$1,250.00	\$1,250.00	\$1,800.00	\$1,800.00	\$0.00	\$0.00
11	2" Polyethylene Tie-in	9	EA	\$1,250.00	\$11,250.00	\$750.00	\$6,750.00	\$1,200.00	\$10,800.00	\$0.00	\$0.00
12	Service Tie-over Shortside	51	EA	\$1,350.00	\$68,850.00	\$600.00	\$30,600.00	\$750.00	\$38,250.00	\$0.00	\$0.00

BID TABULATION

PAGE 2

13	Service Tie-over Longside	51	EA	\$2,200.00	\$112,200.00	\$900.00	\$45,900.00	\$1,000.00	\$51,000.00	\$0.00	\$0.00
14	Service Replacement Insert/Re-dig Shortside	52	EA	\$1,450.00	\$75,400.00	\$1,000.00	\$52,000.00	\$1,000.00	\$52,000.00	\$0.00	\$0.00
15	Service Replacement Insert/Re-dig Longside	51	EA	\$2,450.00	\$124,950.00	\$1,500.00	\$76,500.00	\$1,500.00	\$76,500.00	\$0.00	\$0.00
16	Locate Station Installation	10	EA	\$950.00	\$9,500.00	\$100.00	\$1,000.00	\$25.00	\$250.00	\$0.00	\$0.00
17	4" Regulator Station Installation	1	EA	\$18,500.00	\$18,500.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$0.00	\$0.00
18	2" Steel Open Trench	1	LF	\$140.00	\$140.00	\$35.00	\$35.00	\$50.00	\$50.00	\$0.00	\$0.00
19	2" Steel Tap	1	EA	\$6,500.00	\$6,500.00	\$2,725.00	\$2,725.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00
20	4" Steel Tap	1	EA	\$6,500.00	\$6,500.00	\$7,025.00	\$7,025.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00
21	Add for Rock Bore	500	LF	\$100.00	\$50,000.00	\$75.00	\$37,500.00	\$100.00	\$50,000.00	\$0.00	\$0.00
22	Add for Blast/Hammer Rock	200	LF	\$115.00	\$23,000.00	\$25.00	\$5,000.00	\$45.00	\$9,000.00	\$0.00	\$0.00
23	Cost Plus/Crew with Welder	1	Daily Rate	\$7,890.00		\$3,000.00		\$5,500.00		\$0.00	
24	Cost Plus/Crew without Welder	1	Daily Rate	\$6,280.00		\$2,500.00		\$4,500.00		\$0.00	
Total				\$1,184,468.39		\$411,103.00		\$433,951.80		No Bid	

Recommended Vendor:

Classic City Mechanical, Inc.

PO Box 180

Winterville, GA 30683

706-742-8258

tgibson32@aol.com



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 27, 2021

AGENDA CATEGORY: CONSENT AGENDA

Item:	Natural Gas Pressure Improvement Project
Department:	Gas
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	\$94,639.00
Presented By:	Todd Hardigree, Gas Director
Action Requested:	Award Natural Gas Pressure Improvement Project to the low bidder, Classic City Mechanical, Inc., amount not to exceed \$94,639.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project will consist of installing approximately 1,450 feet of 4 inch PE, 400 feet of 6 inch PE, 30 feet of 4 inch steel, and 30 feet of 2 inch steel at the locations listed below.

- Shannon Road- Install approximately 1,450 feet of 4 inch PE main.
- Hoke O’Kelly Mill Road – Install approximately 400 feet of 6 inch PE, 30 feet of 4 inch steel, and 30 feet of 2inch steel lines, and install a new regulator station (supplied by Lawrenceville).

Fiscal Impact: Amount not to exceed \$94,639.00. This project is funded by the Capital Outlay Fund (5164700.541000). Project 11-023.

Attachments/Exhibits: Bid tabulation

BID TABULATION

SB006-22
 Natural Gas Pressure Improvement Project
 Gas Department

				Castle Energy Group, LLC		Classic City Mechanical, Inc.		Harrison and Harrison, INC.		Pike Electric, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Project											
1	Warranties & Bonds	1	LS	\$2,520.00	\$2,520.00	\$4,300.00	\$4,300.00	\$3,194.04	\$3,194.04	\$0.00	\$0.00
2	Remobilization	1	LS	\$28,500.00	\$28,500.00	\$100.00	\$100.00	\$500.00	\$500.00	\$0.00	\$0.00
3	2” Polyethylene Open Trench	1	LF	\$142.00	\$142.00	\$14.00	\$14.00	\$40.00	\$40.00	\$0.00	\$0.00
4	2” Polyethylene Bore	1	LF	\$148.00	\$148.00	\$25.00	\$25.00	\$40.00	\$40.00	\$0.00	\$0.00
5	4” Polyethylene Open Trench	1,250	LF	\$190.00	\$237,500.00	\$15.00	\$18,750.00	\$20.00	\$25,000.00	\$0.00	\$0.00
6	4” Polyethylene Bore	200	LF	\$208.00	\$41,600.00	\$30.00	\$6,000.00	\$20.00	\$4,000.00	\$0.00	\$0.00
7	6” Polyethylene Open Trench	100	LF	\$198.00	\$19,800.00	\$18.00	\$1,800.00	\$60.00	\$6,000.00	\$0.00	\$0.00
8	6” Polyethylene Bore	300	LF	\$220.00	\$66,000.00	\$55.00	\$16,500.00	\$60.00	\$18,000.00	\$0.00	\$0.00
9	6” Polyethylene Tie-in	2	EA	\$4,000.00	\$8,000.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$0.00	\$0.00
10	4” Polyethylene Tie-in	3	EA	\$4,000.00	\$12,000.00	\$1,250.00	\$3,750.00	\$1,500.00	\$4,500.00	\$0.00	\$0.00
11	2” Polyethylene Tie-in	1	EA	\$3,250.00	\$3,250.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
12	Service Tie-over Shortside	1	EA	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$750.00	\$750.00	\$0.00	\$0.00
13	Service Tie-over Longside	1	EA	\$3,000.00	\$3,000.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00
14	Service Replacement Insert/Re-dig Shortside	1	EA	\$2,250.00	\$2,250.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00
15	Service Replacement Insert/Re-dig Longside	1	EA	\$3,250.00	\$3,250.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$0.00	\$0.00

BID TABULATION

PAGE 2

16	Locate Station Installation	4	EA	\$1,050.00	\$4,200.00	\$100.00	\$400.00	\$25.00	\$100.00	\$0.00	\$0.00
17	4" Regulator Station Installation	1	EA	\$20,250.00	\$20,250.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00
18	2" Steel Open Trench	30	LF	\$168.00	\$5,040.00	\$35.00	\$1,050.00	\$50.00	\$1,500.00	\$0.00	\$0.00
19	4" Steel Open Trench	30	LF	\$188.00	\$5,640.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00	\$0.00	\$0.00
20	2" Steel Tap	1	EA	\$6,500.00	\$6,500.00	\$2,725.00	\$2,725.00	\$4,000.00	\$4,000.00	\$0.00	\$0.00
21	4" Steel Tap	1	EA	\$6,500.00	\$6,500.00	\$7,025.00	\$7,025.00	\$6,000.00	\$6,000.00	\$0.00	\$0.00
22	Add for Rock Bore 2"	1	LF	\$110.00	\$110.00	\$100.00	\$100.00	\$150.00	\$150.00	\$0.00	\$0.00
23	Add for Rock Bore 4"	1	LF	\$185.00	\$185.00	\$150.00	\$150.00	\$200.00	\$200.00	\$0.00	\$0.00
24	Add for Rock Bore 6"	1	LF	\$195.00	\$195.00	\$200.00	\$200.00	\$250.00	\$250.00	\$0.00	\$0.00
25	Add for Blast/Hammer Rock	500	LF	\$115.00	\$57,500.00	\$35.00	\$17,500.00	\$45.00	\$22,500.00	\$0.00	\$0.00
26	Cost Plus/Crew with Welder	1	Daily Rate	\$7,890.00		\$3,000.00		\$5,500.00		\$0.00	
27	Cost Plus/Crew without Welder	1	Daily Rate	\$6,280.00		\$2,500.00		\$4,500.00		\$0.00	
Total				\$536,080.00		\$94,639.00		\$113,974.04		No Bid	

Recommended Vendor:

Classic City Mechanical, Inc.

PO Box 180

Winterville, GA 30683

706-742-8258

tgibson32@aol.com



LAWRENCEVILLE

GEORGIA

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

Item: ANN2021-00005 & RZR2021-00010; Landeavor Acquisitions, LLC c/o Andersen, Tate & Carr, P.C; 606 New Hope Road

Department: Planning and Development

Date of Meeting: Monday, September 27, 2021

Presented By: Todd Hargrave, Director of Planning and Development

Planning and Development Recommendation: **Approval with Conditions**

Planning Commission Recommendation: **Approval with Planning Commission Recommendations**

Summary: The applicants request annexation, and rezoning of a parcel of land located within City of Lawrenceville and unincorporated Gwinnett County, totaling approximately 38.22-acres from RS-180 (City of Lawrenceville Single-Family Residence District) and R-75 (Gwinnett County Single-Family Residence District) to RS-60 (City of Lawrenceville Single-Family Residence District).

Attachments/Exhibits:

- ANN2021-00005 & RZR2021-00010 Report
- ANN2021-00005 & RZR2021-00010_P&D Recommendations
- ANN2021-00005 & RZR2021-00010_Planning Commission Recommendations_08302021
- ANN2021-00005 & RZR2021-00010 Attachments
- ANN2021-00005 & RZR2021-00010_ZONING EXHIBITS_09222021

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
ANNEXATION AND REZONING

CASE NUMBER	ANNX2021-00005 RZR2021-00010
APPLICANT	LANDEAVOR ACQUISITIONS, LLC c/o MELODY A. GLOUTON, ESQ., ANDERSEN TATE & CARR, P.C.
CONTACT	MELODY A. GLOUTON, ESQ., ANDERSEN TATE & CARR, P.C.,
PHONE NUMBER	770.822.0900
ZONING CHANGE	CITY OF LAWRENCEVILLE, RS-180 (SINGLE-FAMILY RESIDENCE DISTRICT) AND GWINNETT COUNTY, R-75 (SINGLE-FAMILY RESIDENCE DISTRICT) TO CITY OF LAWRENCEVILLE RS-60 (SINGLE-FAMILY RESIDENTIAL DISTRICT)
LOCATION	606 NEW HOPE ROAD
PARCEL ID	R5173 008A
ACREAGE	APPROXIMATELY 38.22-ACRES
PROPOSED DEVELOPMENT	SINGLE-FAMILY RESIDENTIAL
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

The subject property is located within unincorporated Gwinnett County, zoned R-75 (Single-Family Residence District) and the city limits of Lawrenceville, zoned RS-180 (Single-Family Residential District).

PROJECT DATA:

The applicants request annexation, and rezoning of a parcel of land located within City of Lawrenceville and unincorporated Gwinnett County, totaling approximately 38.22-acres from

RS-180 (City of Lawrenceville Single-Family Residence District) and R-75 (Gwinnett County Single-Family Residence District) to RS-60 (City of Lawrenceville Single-Family Residence District). Approximately 28.00-acres, zoned R-75 (Single-Family Residence District) are situated within unincorporated Gwinnett County, with the remaining balance of approximately 10.22-acres, zoned RS-180 (Single-Family Residential District) located within the City of Lawrenceville. The applicant is proposing to develop the site with a total of 94-unit single-family detached dwellings, with approximately 13.40-acres devoted to common and open space resulting in gross density of 2.46 Units Per Acre (UPA) and a net density 3.79 UPA. The subject property is located along the northeast right-of-way of New Hope Road, between its intersections with Hickory View Drive and Serenity Point. The property is currently developed and utilized for single-family activities.

The City of Lawrenceville 2040 Comprehensive Plan and Future Development Map indicates the subject property is located within the Traditional Residential Character Area. This Character Area consists predominantly of single-family, suburban-style neighborhoods located in the southern half of the city. The purpose of this character area is to preserve these traditional neighborhoods and buffer them from more intense land uses. Density is typically low (less than three dwelling units per acre), and most open space is in private yards. Therefore, as proposed, the request could be considered compatible with the variety of single-family uses and zoning in the immediate area, and consequently could be considered consistent with the policies of the City of Lawrenceville.

The surrounding area is characterized by a variety of single-family uses and zoning. To the north, within the city limits of Lawrenceville and adjacent to the property is the Arlington Point single-family subdivision zoned RS-60 (Single-Family Residential District). To the east, is the Paper Mill single-family subdivision zoned RS-150 (Single-Family Residential District). To the south is the Cottonwood Cove single-family subdivision zoned RS-150 and RS-180 (Single-Family Residential District). To the west, across New Hope Road are several single-family dwellings located on large lots zoned RS-180 (Single-Family Residential District). The variety of uses and zoning in the immediate area further supports the request.

The proposed annexation and rezoning are consistent with the policies of the City of Lawrenceville; which would be designed to attract, develop, maintain and retain developments that will have the greatest impact in implementing the vision for this segment of New Hope Road. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the requested Annexation and Rezoning.

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

Stream buffer variance required from the EPD.

Pre-submittal meeting will be required.

ELECTRIC DEPARTMENT

The City of Lawrenceville will be able to provide power to 606 New Hope Road.

GAS DEPARTMENT

The Gas Department has a 4" main that will be in possible conflict at the entrances, No other conflicts.

CODE ENFORCEMENT

No comment.

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

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes, the requested annexation and rezoning could be considered to be consistent with adjacent and nearby properties.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No, the annexation and rezoning should not adversely affect the existing use of adjacent or nearby properties.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes, and the proposed annexation and rezoning would be consistent with the established uses and zoning in the immediate area.*
4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *Yes, the proposed rezoning could result in a use which could cause an excessive burden on streets, utilities and schools.*
5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes, the proposed annexation and rezoning conform to the policies and intent of the City's 2040 Comprehensive Plan.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal?** *The proposed annexation and rezoning will allow the city to expand and reinforce its economic foundation.*

**Planning and Development
Recommendations
ANNX2021-00005 & RZR2021-00010**

Approval of an RS-60 (Single-Family Residential District), subject to the following enumerated conditions:

1. To restrict the use of the property as follows:
 - a. Single-family detached dwellings and accessory uses and structures.
 - b. The minimum heated floor area per dwelling unit shall be 2,000 square feet for one-story homes and 2,200 square feet for two-story homes;
 - c. All dwellings shall have at a double-car garage;
 - d. All residences shall be constructed primarily of brick on the front facades. The balance shall consist of fiber cement siding and a 24 inch brick watertable;
 - e. Accessory structures shall be limited to the rear yard area only. Accessory structures shall be limited to 1 per lot maximum.
 - f. The development shall be designed in general accordance with the “Rezoning Plan” presented to the Planning Commission on Monday, August 30, 2021, titled “New Hope Road Tract, Phase 1, dated June 28, 2021, prepared by BGE, Inc.”
 - g. The development shall have a mandatory community association(s) to provide maintenance for all common areas (including the maintenance of landscaping within internal rights-of-way and immediately adjacent external rights-of-way), and enforce reasonable and customary property maintenance standards through covenants on all residences within the community. The covenants, conditions, and restrictions that will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Subject to applicable City, local, and federal rules, laws, regulations, and rulings of courts having competent jurisdiction over the subject property, said covenants shall include a restriction that no more than 10% of the single-family

units (with an additional 5% hardship) may be leased to third parties by individual owners.

2. To satisfy the following site development considerations:

- a. No direct lot access allowed to New Hope Road;
- b. All grassed areas shall be sodded;
- c. Underground utilities shall be provided throughout the development;
- d. Natural vegetation shall remain on the property until the issuance of a development permit;
- e. Allow an encroachment (grading) into the required 50-foot Undisturbed Buffer and 25-foot Impervious Surface Setback as shown on “Rezoning Plan” presented to the Planning Commission on Monday, August 30, 2021, titled “New Hope Road Tract, Phase 1, dated June 28, 2021, prepared by BGE, Inc.”
- f. Provide a 20-foot wide landscape strip along the property line or right-of-way common to New Hope Road. The Landscape Strip shall be planted with 1 Overstory Tree, 1 Understory Tree, 18 Evergreen Shrubs, 18 Ornamental Grasses and 18 Ground Coverings per 100 feet of road frontage along New Hope Road. Driveway widths and other ingress and egress areas may be subtracted from the landscape strip lineal feet calculation. Landscape Plans shall be subject to the review and approval of the Director of Planning and Development.
- g. Preserved Trees may be counted toward fulfilling the 20-wide landscape tree requirement along New Hope Road. Bradford Pear, Gingko (Female), Loblolly, Longleaf, Shortleaf, Slash Pine(s) shall be considered unacceptable trees.
- h. Planted Conifer and Evergreen trees shall be at least six feet in height at time of planting;
- i. Planted Deciduous trees shall be at least three inches caliper at time of planting;
- j. Ornamental Grasses and Ground Covering shall be a minimum size of one-gallon container at time of planting with a minimum height of one foot;

- k. Provide a 20-foot wide Landscape Strip along the southern and eastern property line common with Cottonwood Cove and Paper Mill single-family subdivision, respectively. The landscape strip shall be planted where sparsely vegetated with Cryptomeria or Leyland Cypress trees to provide an effective visual screen;
- l. During construction a 5-Foot Construction Tree and Landscape Setback shall be maintained, as measured horizontally, from the outer most perimeter of areas delineated as Floodplain, Landscape Strips, Stream Buffers or Undisturbed Wetlands;
- m. 5-foot Construction Setback shall terminate upon each individual lot with the issuance of a Certificate of Occupancy for the principal dwelling.
- n. Provide a left turn lane into the development on New Hope Road, subject to the approval of Gwinnett County Department of Transportation (GCDOT).
- o. Provide a 200-foot deceleration lane with 50 foot taper along the eastern right-of-way of New Hope Road, subject to the approval of Gwinnett County Department of Transportation (GCDOT).



LAWRENCEVILLE

GEORGIA

Via Priority Mail and Certified Mail

July 7, 2021

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

Re: Lawrenceville Annexation Application - ANNX2021-00005 & RZR2021-00010

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

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; Surveys

C: Ms. Susan Canon, Gwinnett County, Director of Department of Planning and
Development
Mr. Glenn Stephens, Gwinnett County Administrator



July 7, 2021

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

Re: City of Lawrenceville Annexation Application - ANNX2021-00005 and RZR2021-00010

Owner: The Giles M. Cheek Trust (R5173 008A)

Requested Zoning: RS-60 (Single-Family Residential District)

Dear Chairman 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.

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

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. Copies of the annexation application and rezoning application are enclosed with this notice. A public hearing on the rezoning of the property, which is to be annexed is set for 7:00 P.M. on Monday, September 27, 2021. The proposed City zoning classification of the property is RS-60 (Single-Family Residential District) consisting of approximately 29.10 acres. The hearing on the annexation will also be held on Monday, September 27, 2021. 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

Chuck Warbington, P.E.
City Manager

Enclosures: Annexation Application; Legal Description; Survey

cc: Ms. Susan Canon, Gwinnett County, Director, Dept. of Planning & Development
Mr. Glenn Stephens, Gwinnett County, Administrator



LAWRENCEVILLE

GEORGIA

Case File #: ANNX2021-00005

City of Lawrenceville
 Planning and Development Department
 70 S. Clayton Street
 P.O. Box 2200
 Lawrenceville, GA 30046
 Phone: 678-407-6583
 E-Mail: PLANNING@LawrencevilleGA.Org

APPLICATION FOR ANNEXATION

I hereby request that the Property described in this application be Annexed into the City of Lawrenceville Limits with in a Zoning Classification of RS-60

Address of Property to be annexed: 606 New Hope Rd., Lawrenceville

Area: 38.22 acres or square feet

Tax Map Numbers: R5173 008A

Owners of Property: The Giles M. Cheek Trust

Address if different from Property: 249 Grayson Hwy

Lawrenceville, GA 30046

Applicant Name and Address: Landeavor Acquisitions, LLC c/o Andersen, Tate & Carr, P.C.

1960 Satellite Blvd., Suite 4000

Duluth, GA 30097

Phone: 770-822-0900

[Signature]
 Signature of Applicant

6/29/21
 Date

[Signature]
 Signature of Owner

6-30-2021
 Date

DAVID L. FRANK
 Print Name of Applicant

6/29/21
 Date

WESLEY DONARDE CHEEK
 Print Name of Owner

6/30/21
 Date

[Signature]
 Signature of Notary

6/29/21
 Date

[Signature]
 Signature of Notary

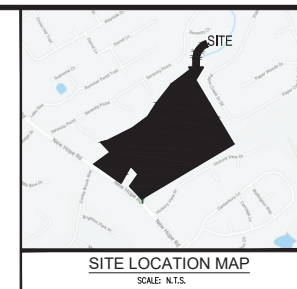
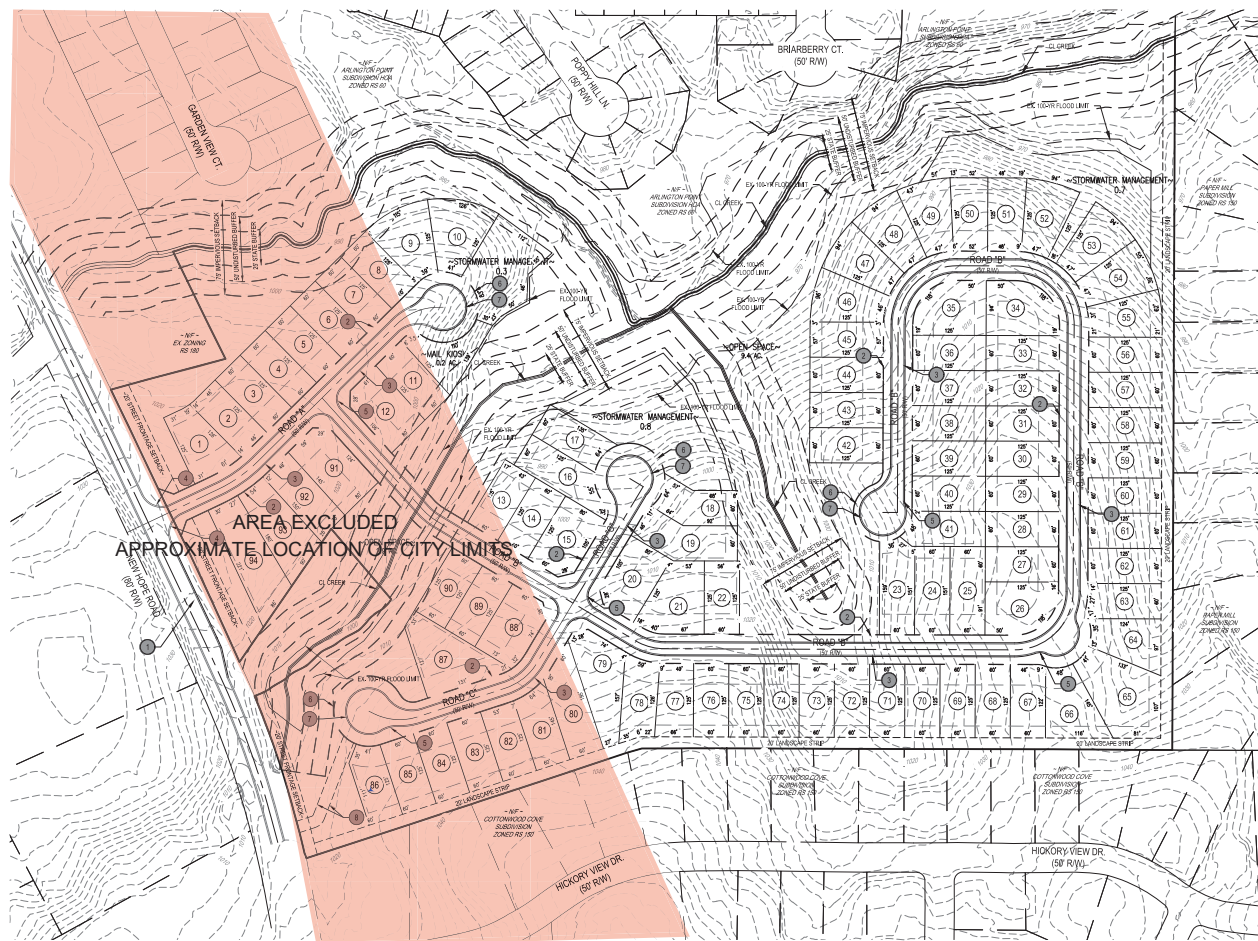
6/30/21
 Date

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ANNX2021-00005

Received: July 1, 2021

Planning and Development Department



- ZONING NOTES:**
- EX. ZONING = RS180 (CITY OF LAWRENCEVILLE), RT5 (GWINNETT COUNTY)
 - PROPOSED ZONING = RS400 (CITY OF LAWRENCEVILLE)
 - GROSS SITE AREA = 18.22 AC
 - FLOODPLAIN AREA = 4.49 AC
 - NET AREA = 13.73 AC
 - OPEN SPACE PROVIDED = 13.40 AC (15% NET AREA)
 - TOTAL NUMBER OF PROPOSED LOTS = 94 LOTS
 - DENSITY = 2.8 UNITS PER ACRE
 - PROPOSED BUILDING SETBACKS:
 - FRONT = 35'
 - REAR = 20'
 - SIDE (MAJOR) = 35'
 - SIDE (MINOR) = 5'
 - 20' VOLUNTARY LANDSCAPE STRIP ALONG ABUTTING RESIDENTIAL SUBDIVISION TO THE EAST AND SOUTH
 - 10.1 THIS STRIP CAN BE DISTURBED AND REPLANTED
 - TYPICAL BUILDING DIMENSION = 40'x60'
 - TYPICAL DRIVEWAY LENGTH = 48' FROM BOC
 - BOUNDARY INFORMATION, REFERENCE DEED BOOK 11034, PAGE 262
 - TOPOGRAPHY DEPICTED FROM GWINNETT COUNTY (AERIAL)
 - NO WETLANDS ARE DEPICTED ON SITE
 - BLUELINE STREAMS ARE APPARENT ON THIS SITE

- PROPOSED SITE CALLOUT DESCRIPTIONS:**
- 200' DECAL LAND WITH 50' TAPER
 - 50' ROAD RIGHT-OF-WAY
 - 24' BOC/BOC
 - 35R BOC (ENTRANCE ONLY)
 - 25R BOC (INTERNAL ROADS)
 - 60R CUL-DE-SAC RIGHT-OF-WAY
 - 40R CUL-DE-SAC BOC
 - 20' EMERGENCY INGRESS / EGRESS (FIRE SECONDARY ACCESS)



LANEAVOR ACQUISITIONS, LLC
606 NEW HOPE ROAD
LAWRENCEVILLE, GA 30046
(ANNEXATION REQUIRED)

NEW HOPE ROAD TRACT
PHASE 1
606 NEW HOPE ROAD
LAWRENCEVILLE, GA 30046
(ANNEXATION REQUIRED)

REZONING PLAN

SEAL

NOT ISSUED FOR CONSTRUCTION

FILE NUMBER:
9056-00

DATE: 06.28.2021

01

24 HOUR CONTACT INFORMATION:
RAVEN GARCIA
770-764-6587

0 50 100 200
SCALE: 1" = 100'



FLOOD CERTIFICATION
SUBJECT PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE V(A), AS DEFINED BY FIRM FIRM, COMMUNITY PANEL NUMBER 13135C. MAP NUMBER 13135C0089F WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006



LEGAL DESCRIPTION

NORTHERN PROPERTY (GWINNETT COUNTY)

AREA: 29.1 AC

Beginning at an iron pin on the Northeast right of way of the Lawrenceville – New Hope Road located a distance of 198.9 feet in a southeasterly direction along the northeast right of way of said road from the point where the northeast right of way of said road is intersected by the land lot line common to Land Lots 172 and 173 of said district, said iron pin being a common corner with adjacent property; thence run North 41 degrees 53 minutes 23 seconds West 450.7 feet to the point of beginning as Lawrenceville City Limit; thence following said limit North 44 degrees 44 minutes 55 seconds West 204.5 feet; thence North 54 degrees 49 minutes 00 seconds West 829.7 feet to centerline of creek; thence run 1855 feet, more or less, along centerline of said creek; thence run South 29 degrees 46 minutes 52 seconds East 1216.7 feet; thence South 60 degrees 10 minutes 37 seconds West 904.1 feet; thence South 41 degrees 52 minutes 54 seconds West 150.7 feet to point of beginning.

Description obtained from GIS parcel and extracted July 7, 2021. Parcel is approximate based on GIS.

June 30, 2021

LETTER OF INTENT AND JUSTIFICATION FOR REZONING AND ANNEXATION

**Rezoning and Annexation Application
City of Lawrenceville, Gwinnett County, Georgia**

Applicant:

Landeavor Acquisitions, LLC

Property:

Tax Parcel ID R5173 008A

±38.22 Acres of Land

Located at 606 New Hope Road, Lawrenceville, Georgia

From RS-180 and R-75 to RS-60

Submitted for Applicant by:

Melody A. Glouton, Esq.

ANDERSEN TATE & CARR, P.C.

One Sugarloaf Centre

1960 Satellite Blvd.

Suite 4000

Duluth, Georgia 30097

770.822.0900

mglouton@atclawfirm.com

ANNX2021-00005

Received: July 1, 2021

Planning and Development Department

I. INTRODUCTION

This Application for Rezoning and Annexation is submitted for a 38.22-acre parcel of land located Land Lots 172 and 173 of the 5th District of Gwinnett County, Lawrenceville, Georgia, and known as the property located at 606 New Hope Road (hereinafter the “Property”). The Property is uniquely situated in both the City of Lawrenceville and Gwinnett County. As such, it has split zoning classifications which include RS-180 (Single Family Residential District) within the City of Lawrenceville and R-75 (Single Family Residence District) within Gwinnett County.

The Property is shown on the survey prepared by Higginbotham & James and filed with this Application. The Property that is the subject of this rezoning and annexation application is owned by the Giles M. Cheek Trust, and further identified below from the Gwinnett County Geographical Information System:



As indicated, the Property is currently zoned RS-180 and R-75 pursuant to the City of Lawrenceville Zoning Ordinance (the “Ordinance”) and the Gwinnett County Unified Development Ordinance (the “UDO”), respectively. The Applicant, Landeavor Acquisitions, LLC (the “Applicant”) now seeks approval to rezone and annex the Property into the City of Lawrenceville, Georgia¹. Specifically, the Applicant is requesting the rezone the Property to RS-60 (Single-Family Residential District), to develop a distinctive and attractive single-family residential community with 94 homes.

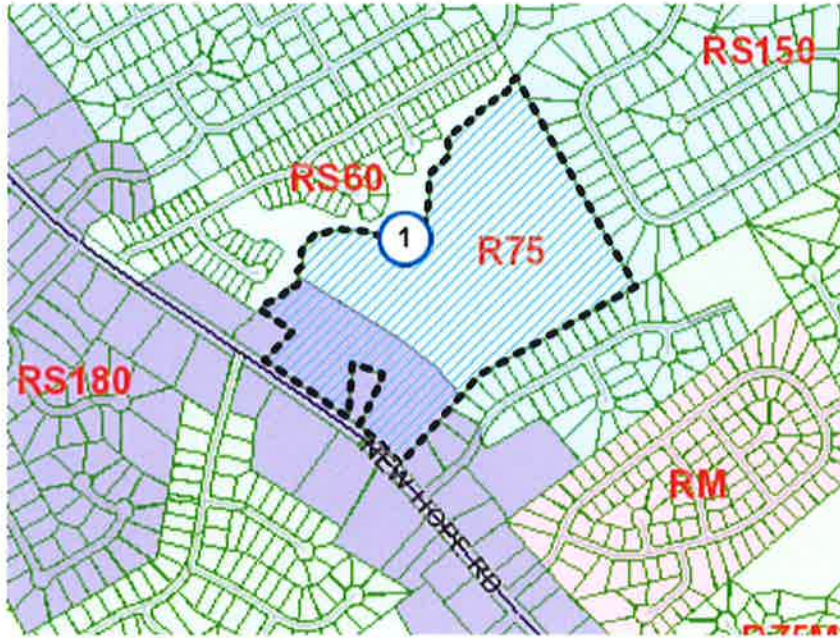
This document is submitted as the Letter of Intent, Response to Standards Governing the Exercise of Zoning Power, and other materials required by the Ordinance.

¹ The Applicant is seeking to annex the portion of the Property currently within Gwinnett County and zoned R-75 into the City of Lawrenceville. The approximate acreage to be annexed into the City of Lawrenceville is 28+/- acres. The remainder of the site is already within the City limits.

II. DESCRIPTION OF THE PROPERTY AND SURROUNDING AREA

The Property is a large tract fronting New Hope Road in Lawrenceville. The adjacent zoning classifications are as follows:

North	RS-60
South	RM
East	RS-150
West	RS-180; R-75



We are respectfully requesting the City of Lawrenceville annex and rezone the Property to allow for a single family, detached residential development. Under its current zoning classifications, RS-180 and R-75, the Property has split zoning and does not have a reasonable economic use. The Property is currently developed with a single family residence and the remainder of the site is heavily wooded and undeveloped. The Property is surrounded by other residential uses and subdivisions, as well as in close proximity to commercial businesses and the downtown Lawrenceville. As such, the Property is ideal for a residential development.

As stated in the City of Lawrenceville's 2040 Comprehensive (the "Comprehensive Plan"), the Property, which lies in the Traditional Residential Character Area, provides an opportunity for the City of Lawrenceville to achieve several guiding principles, goals, and policies it has set forth. The annexation, rezoning and development of the Property, as intended by the Applicant, enhances the surrounding and existing developments, while maximizing green space for residents. Specifically, the proposed development of medium density residential with approximately 13.40 acres of open space provided (5.4 acres consisting of green space and 8.0 acres consisting of common open space), falls within the recommended land use for this area. Further, by providing an assortment of housing options for potential residents, the City of Lawrenceville is encouraging a mix of housing that appeals to a wide variety of target markets.

ANNEX-2021-00005

Received: July 1, 2021

Planning and Development Department

Further, an annexation and rezoning of the Property to RS-60 is consistent with the guiding principles of the Comprehensive Plan, which specifically states: “Traditional Residential areas are predominately single-family, suburban-style neighborhoods located in the southern half of the city. The purpose of this character area is to preserve these traditional neighborhoods and buffer them from more intense land uses. Density is typically low (less than 2 dwelling units per acre), and most open space is in private yards.” Additionally, a development as proposed by the Applicant enhances the City of Lawrenceville’s desire to increase the amount and variety of residential options for citizens. Most importantly, the Applicant is committed to the key policies of the Traditional Residential Character Area, which includes preservation of the desired character and value of well-established neighborhoods and high standards for housing conditions.

III. PROJECT SUMMARY

As shown on the site plan by BGE, Inc, dated June 28, 2021, and filed with this Application (hereinafter the “Site Plan”), the Applicant proposes to develop the Property into a distinctive and attractive residential community. The Applicant is proposing to rezone 38.22 acres from RS-180 and R-75 to RS-60 in order to accommodate the development of a single-family residential community with approximately 94 units. This proposal would equate to a net density of 2.6 units per acre. The minimum heated floor area of the homes would be 1,800 square feet (1 story) and 2,000 square feet (2 story). The proposed development would provide attractive, high-end residences with various a centralized mail kiosk, as well as 13+/- acres of the site being maintained as open space within the community. The proposed development will consist of homes at a size, quality, and price point commensurate with or exceeding homes in the surrounding communities. Generally, the architectural style and composition of the exterior of the homes would consist of brick, stacked stoned, cedar and/or cementitious shake, siding board and batten or combinations thereof. The proposed development would be served by one entrance onto New Hope Road which would be landscaped and maintained by a Homeowners Association.

Accordingly, the proposed development would provide attractive, high-quality housing that is compatible with surrounding land use and in conformance with the policies and intent of the Comprehensive Plan.

IV. SITE IMPACT ANALYSIS

The Applicant submits its written impact analysis which shows that rezoning to RS-60 satisfies the “Standards Governing Exercise of the Zoning Power,” as follows:

(A) WHETHER A PROPOSED REZONING WILL PERMIT A USE THAT IS SUITABLE IN VIEW OF THE USE AND DEVELOPMENT OF ADJACENT AND NEARBY PROPERTY:

Yes. The proposed rezoning is consistent and suitable with the existing use and development of adjacent and nearby properties. The Property is located along New Hope Road near the intersection of Simonton Road. The proposed residential development is compatible with existing residential uses and will further diversify housing options in the surrounding area.

(B) WHETHER A PROPOSED REZONING WILL ADVERSELY AFFECT THE EXISTING USE OR USEABILITY OF ADJACENT OR NEARBY PROPERTY:

No. The proposed rezoning will not adversely affect the existing use or usability of adjacent or nearby property. In fact, the proposed zoning classification is compatible with existing residential uses of adjacent property and would be a complimentary development.

(C) WHETHER THE PROPERTY TO BE AFFECTED BY A PROPOSED REZONING HAS REASONABLE ECONOMIC USE AS CURRENTLY ZONED:

No, the Applicant submits that due to the size, location, layout, topography, and natural features of the Subject Property, it does not have reasonable economic use as currently zoned. By way of further response, the Applicant submits the rezoning of the Property would develop the site into a more viable and compatible use with surrounding properties.

(D) WHETHER THE PROPOSED REZONING 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 proposed rezoning will not result in an excessive or burdensome use of the infrastructure systems. The Property has convenient access to both New Hope Road and Sugarloaf Parkway. The proposed development would complement the existing and nearby residential uses.

(E) WHETHER THE PROPOSED REZONING IS IN CONFORMITY WITH THE POLICY AND INTENT OF THE LAND USE PLAN:

The proposed rezoning application is in conformity with the policy and intent of the City of Lawrenceville Comprehensive Plan. The subject property is located within the Traditional Residential Character Area. Encouraged land uses for this Character Area specifically include single family detached residential. As such, the proposed development would be compatible with and successfully co-exist with the surrounding uses.

(F) WHETHER THERE ARE OTHER EXISTING OR CHANGING CONDITIONS AFFECTING THE USE AND DEVELOPMENT OF THE PROPERTY WHICH GIVE SUPPORTING GROUNDS FOR EITHER THE APPROVAL OR DISAPPROVAL OF THE ZONING PROPOSAL:

The Applicant submits that the character of the surrounding development and the existing uses in the area provide supporting reasons for approval of the rezoning and annexation application. Anticipated growth in the City of Lawrenceville and Gwinnett County based on the Comprehensive Plan suggests a strong need for this type of housing. In addition, the Applicant submits that the subject Property's location, size, and dimensions, as well as its proximity to downtown Lawrenceville, and Sugarloaf Parkway, provide further support for approval of the proposed rezoning application.

V. JUSTIFICATION FOR REZONING

The Applicant respectfully submits that “City of Lawrenceville Zoning Ordinance” (the “Ordinance”), as amended from time to time, to the extent that it classifies the Property in any zoning district that would preclude development of a single family residential development, under the RS-60 zoning classification, is unconstitutional as a taking of property, a denial of equal protection, an arbitrary and capricious act, and an unlawful delegation of authority under the specific constitutional provisions later set forth herein. Any existing inconsistent zoning of the Property pursuant to the Ordinance deprives the Applicant and Property owner of any alternative reasonable use and development of the Property. Additionally, all other zoning classifications, including ones intervening between the existing classification and that requested herein, would deprive the Applicant and Property owner of any reasonable use and development of the Property. Further, any attempt by the City of Lawrenceville Mayor and Council to impose greater restrictions upon the manner in which the Property will be developed than presently exist would be equally unlawful.

Accordingly, Applicant submits that the current zoning classification and any other zoning of the Property save for what has been requested as established in the Ordinance constitute an arbitrary and unreasonable use of the zoning and police powers because they bear no substantial relationship to the public health, safety, morality or general welfare of the public and substantially harm the Applicant and Property owner. All inconsistent zoning classifications between the existing zoning and the zoning requested hereunder would constitute an arbitrary and unreasonable use of the zoning and police powers because they bear or would bear no substantial relationship to the public health, safety, morality, or general welfare of the public and would substantially harm the Applicant and Property owner. Further, the existing inconsistent zoning classification constitutes, and all zoning and plan classifications intervening between the existing inconsistent zoning classification and that required to develop this Project would constitute, a taking of the owner’s private property without just compensation and without due process in violation of the Fifth Amendment and Fourteenth Amendment of the Constitution of the United States, and Article I, Section I, Paragraph I and Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Due Process and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States.

ANNX2021-00005

Received: July 1, 2021

Planning and Development Department

Further, the Applicant respectfully submits that failure to approve the requested rezoning change would be unconstitutional and would discriminate in an arbitrary, capricious and unreasonable manner between the Applicant and Property owner and owners of similarly situated property in violation of Article I, Section III, Paragraph I of the Constitution of the State of Georgia and the Equal Protection Clause of the Fourteenth Amendment of the Constitution of the United States.

Finally, the Applicant respectfully submits that the City of Lawrenceville Mayor and Council cannot lawfully impose more restrictive standards upon the development of the Property than presently exist, as to do so not only would constitute a taking of the Property as set forth above, but also would amount to an unlawful delegation of their authority, in response to neighborhood opposition, in violation of Article IX, Section IV, Paragraph II of the Georgia Constitution.

This Application meets favorably with the prescribed test set out by the Georgia Supreme Court to be used in establishing the constitutional balance between private property rights and zoning and planning as an expression of the government's police power. See Guhl v. Holcomb Bridge Road Corp., 238 Ga. 322 (1977).

VI. CONCLUSION

For the foregoing reasons, the Applicant respectfully requests that this Application to Annex and Rezone from RS-180 and R-75 to RS-60 be approved. The Applicant welcomes the opportunity to meet with the City of Lawrenceville Planning Department staff to answer any questions or to address any concerns relating to this Letter of Intent or supporting materials.

Respectfully submitted this 30th day of June, 2021.

ANDERSEN, TATE & CARR, P.C.

Melody A. Glouton

Melody A. Glouton, Esq.

Enclosures
MAG/ag

Legal Description

All that tract or parcel of land lying and being in Land Lots 172 and 173 of the 5th Land District of Gwinnett County, Georgia, containing 39.01 acres, according to survey and plat of Higginbotham & James, Associate Surveyors, dated October 30, 1965, said plat being revised December 14, 1965, as follows:

BEGINNING at an iron pin on the northeast right of way of the Lawrenceville-New Hope Road located a distance of 198.9 feet in a southeasterly direction along the northeast right of way of said road from the point where the northeast right of way of said road is intersected by the land lot line common to Land Lots 172 and 173 of said district, said iron pin being a common corner with property of Higginbotham; thence run in a northwesterly direction along the northeast right of way of Lawrenceville-New Hope Road a distance of 293 feet to a point in the center of a creek; thence run in a northeasterly direction along the center of said creek following the meanders thereof and along the property of Foster a distance of 246 feet, more or less, to a point; thence run North 79 degrees 01 minutes West 158.7 feet to an iron pin; thence run South 1 degree 48 minutes East 271.5 feet to an iron pin on the northeast right of way of Lawrenceville-New Hope Road; thence run in a northwesterly direction along the northeast right of way of said road a distance of 708.9 feet to a point in the center of a creek; thence run from the iron pin stake northeast along the center of the creek 2,205 feet, more or less, to an iron pin stake on the line of the Terrell property; thence run South 30 degrees 59 minutes East 1,215.6 feet to an iron pin located on the land lot line at the common corner with property of Higginbotham; thence run South 58 degrees 58 minutes West 904 feet to an iron pin stake at a tree; thence run South 40 degrees 33 minutes West 604.9 feet to the point of beginning.

A copy of the plat referenced to above being recorded in plat book "N," page 152, Gwinnett County Plat Records, and reference is hereby made to said plat for a complete description of the property conveyed herein.

ANNX2021-00005
Received: July 1, 2021
Planning and Development Department



LAWRENCEVILLE

GEORGIA

VERIFICATION OF CURRENT PAID PROPERTY TAXES FOR SPECIAL USE PERMIT

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

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

PARCEL I.D. NUMBER: R5 - 173 - 008A
(Map Reference Number) District Land Lot Parcel

[Signature]

Signature of Applicant

6/29/21

Date

DAVID L. FRAME AUTHORIZED SIGNATORY

Type or Print Name and Title

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

TAX COMMISSIONER'S USE ONLY

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

Ingrid Umazor

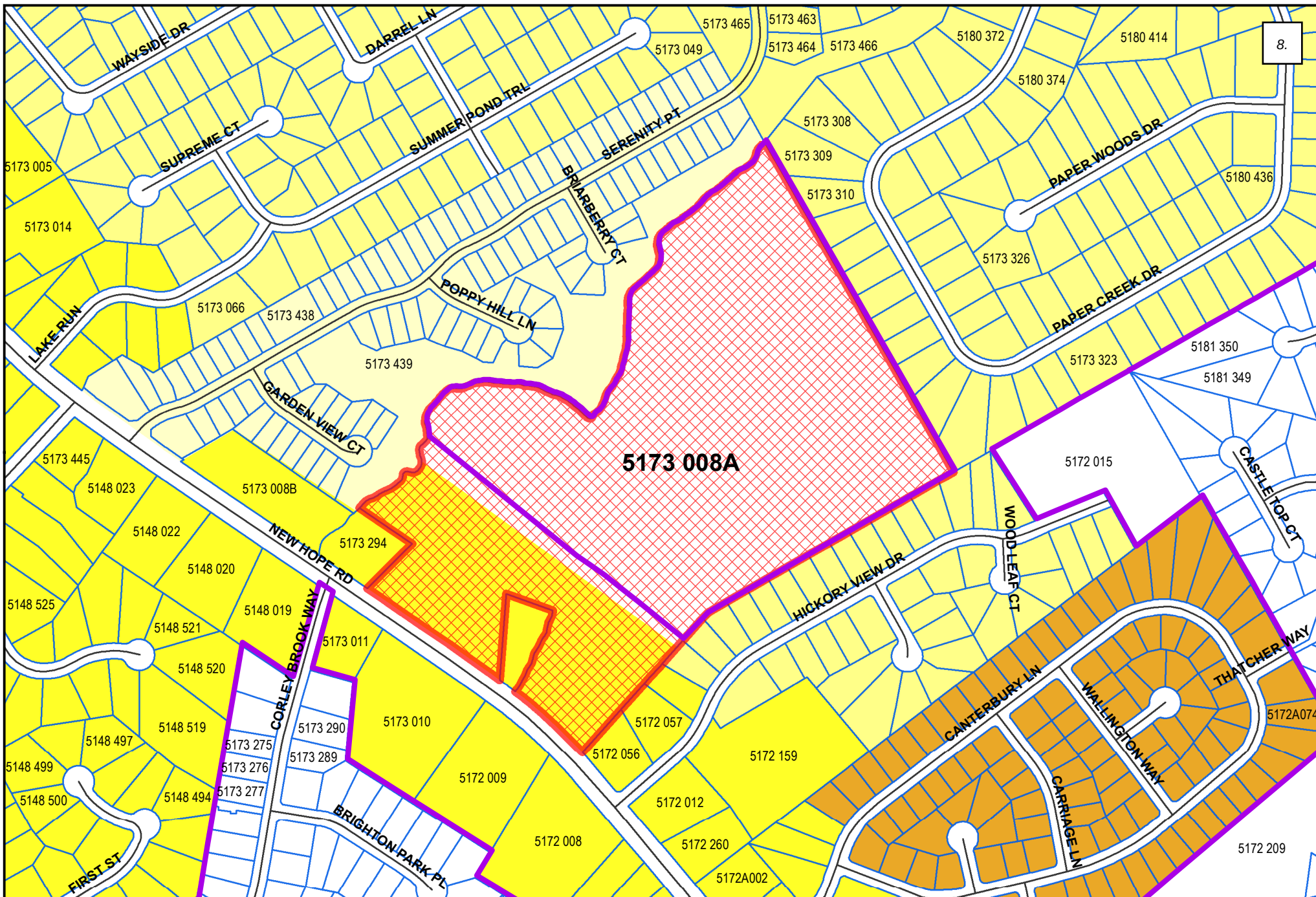
NAME

TSA II

TITLE

6/30/2021

DATE



Legend

- | | |
|---|--|
|  City Boundary |  RS-60 Single-Family Residential |
|  Subject Property |  RS-150 Single-Family Residential |
|  RM-12 Multifamily Residential |  RS-180 Single-Family Residential |

PLANNING AND DEVELOPMENT LOCATION MAP AND SURROUNDING ZONING

FILE # ANN2021-00005



1 Inch = 398 Feet



LAWRENCEVILLE
GEORGIA

Page 35

Team GIS | IT



July 15, 2021

The Honorable David Still, Mayor
City of Lawrenceville
70 South Clayton Street
Lawrenceville, GA 30046

Re: Proposed Annexation by City of Lawrenceville:
Land Lot 173 of the 5th District, a 29.1-acre +/- portion of Tax Parcel No. R5173 008A,
total acreage 38.22 acres +/-, with frontage on New Hope Road;
Owner: The Giles M. Cheek Trust; Applicant: Landeavor Acquisitions, LLC

Dear Mayor Still:

As required by O.C.G.A. § 36-36-7, our operating departments have reviewed the subject property with respect to county facilities located on the subject property. Gwinnett County owns no facilities within the subject property.

A portion of parcel R5173 008A, consisting of a strip paralleling New Hope Road that is approximately 460 feet wide, is already incorporated into the City of Lawrenceville. The remaining 29.1 acres of this parcel is an unincorporated island surrounded by Lawrenceville.

The Gwinnett County Department of Water Resources indicates a twelve-inch water pressure main in the right-of-way of New Hope Road along the frontage of the subject property. A stormwater feature database indicates two ditches, no dimensions given, that traverse the property to end at a stream that forms part of the site's northwestern boundary.

The Gwinnett County Department of Transportation (GCDOT) has reviewed the proposed City of Lawrenceville annexation ANX-2021-013. No GCDOT facilities are located within the property proposed for annexation.

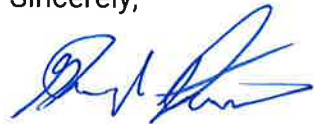
The parcel in this annexation has road frontage on New Hope Road which is a GCDOT maintained road. Any proposed access to or work in the right of way of New Hope Road would be subject to prior review and approval of GCDOT.

The Gwinnett County Department of Planning and Development notes that the subject property is presently zoned R-75 (Single Family Residence District). In addition, the subject property is located in the Emerging Suburban character area on the Future Development Map of the Gwinnett 2040 Unified Plan.

If this annexation occurs, please notify Police Communications Manager, Major Christina Schiralli, of the street address of the subject property so that the E-911 database can be updated. Major Schiralli can be reached at (770) 513-5771. Also, please forward a copy of the resolution documenting the City's final action on the annexation proposal to Catherine Long in the Gwinnett County Department of Planning and Development, catherine.long@gwinnettcountry.com.

If you have any questions regarding this issue, feel free to call me at (770) 822-7000.

Sincerely,

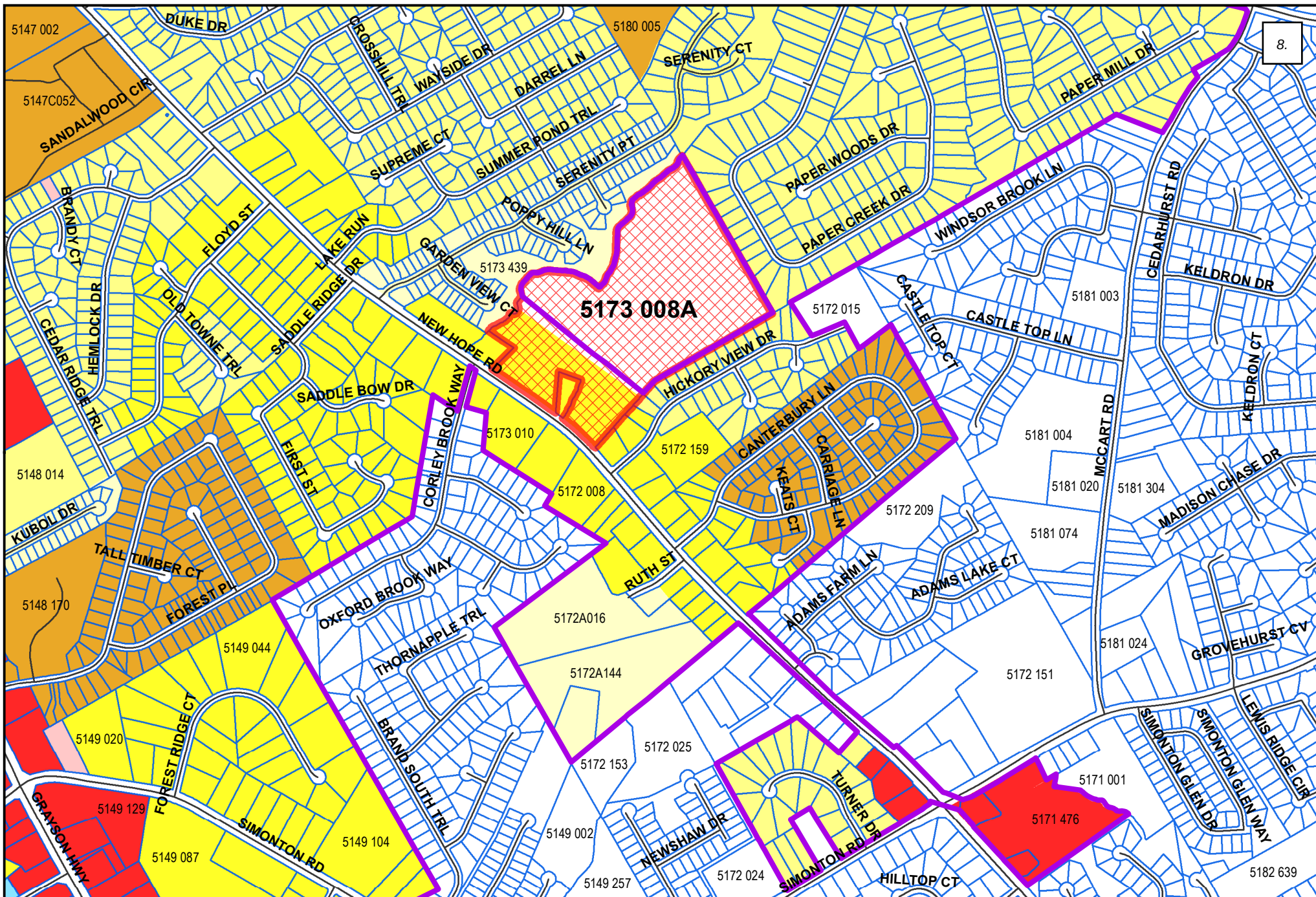


Glenn P. Stephens
County Administrator

ANX-2021-013

CERTIFIED MAIL #: 9214 8901 0661 5400 0164 4838 82

c: Nicole L. Hendrickson, Commission Chairwoman	Tyler Richards, Director of Water Resources
Marlene Fosque, Commissioner, District 4	Lewis Cooksey, Director of Transportation
Maria Woods, Deputy County Administrator	Angelia Parham, Director of Support Services
Susan Canon, Director of Planning & Development	Tina Fleming, Director of Community Services
Chuck Warbington, City Manager, Lawrenceville	Melanie Wilson, Senior Assistant County Attorney
Long-range files, ANX-2021-013	



Legend

- City Boundary
- RM-12 Multifamily Residential
- RS-60 Single-Family Residential
- Subject Property
- BG General Business
- RS-150 Single-Family Residential
- LM Light Manufacturing
- RS-180 Single-Family Residential
- OI Office/Institutional

PLANNING AND DEVELOPMENT LOCATION MAP AND SURROUNDING ZONING

FILE # ANN2021-00005



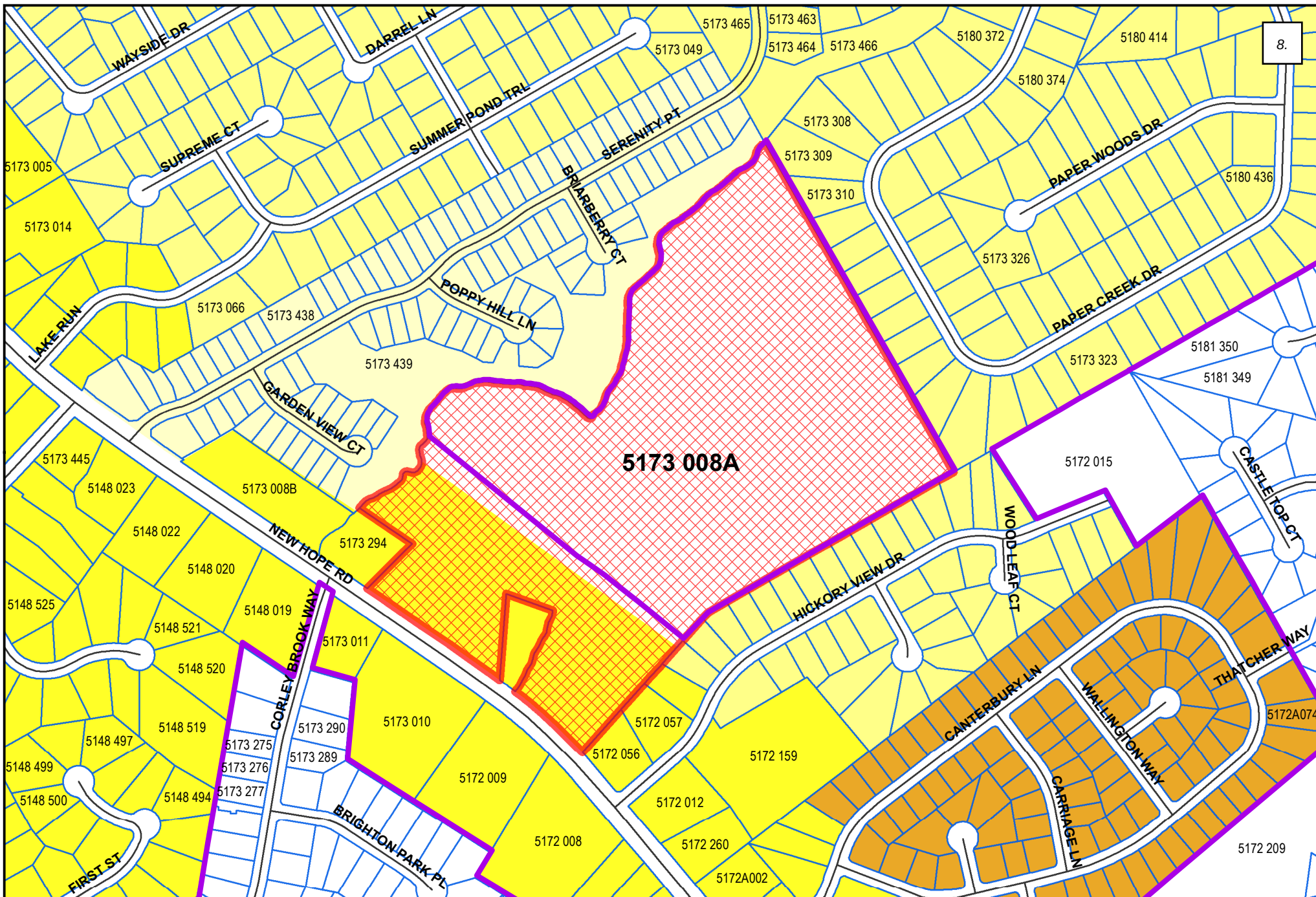
1 Inch = 833 Feet



LAWRENCEVILLE
GEORGIA

Page 39

Team GIS | IT



Legend

- City Boundary
- Subject Property
- RM-12 Multifamily Residential
- RS-60 Single-Family Residential
- RS-150 Single-Family Residential
- RS-180 Single-Family Residential

PLANNING AND DEVELOPMENT LOCATION MAP AND SURROUNDING ZONING

FILE # ANN2021-00005



1 Inch = 398 Feet



LAWRENCEVILLE
GEORGIA

Page 40

Team GIS | IT

Planning Commission Recommendations_08302021
ANNX2021-00005 & RZR2021-00010

BOLD - ADDITION

STRIKETHROUGH - DELETION

Approval of an RS-60 (Single-Family Residential District), subject to the following enumerated conditions:

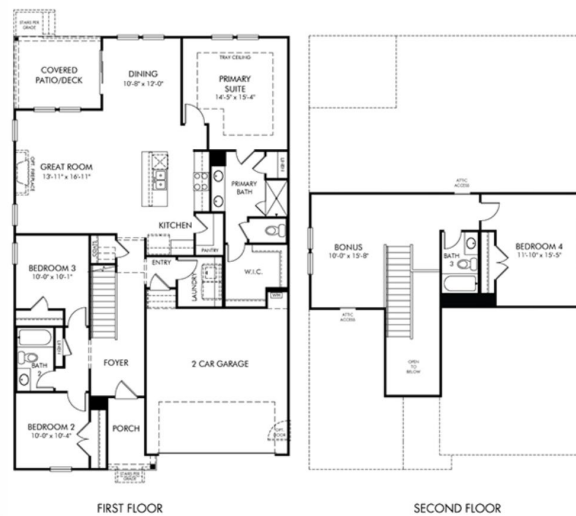
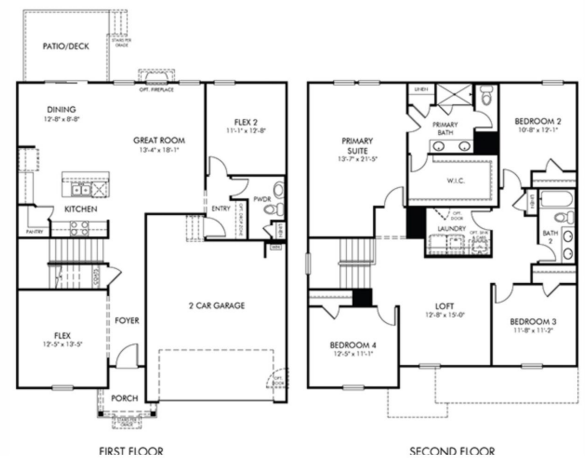
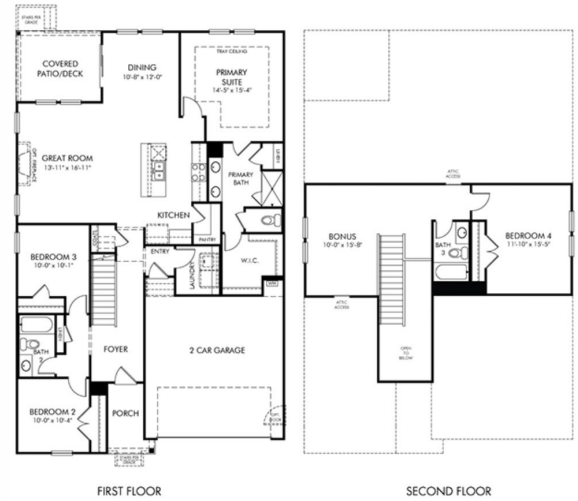
1. To restrict the use of the property as follows:
 - a. Single-family detached dwellings and accessory uses and structures.
 - b. The minimum heated floor area per dwelling unit shall be **1,800** 2,000 square feet for one-story homes and **2,000** ~~2,200~~ square feet for two-story homes;
 - c. All dwellings shall have at a double-car garage;
 - d. All residences shall be constructed **with 50 percent** ~~primarily of~~ brick on the front facades. The balance shall consist of fiber cement siding and a 24 inch brick watertable, **, subject to the review and approval of the Director of Planning and Development;**
 - e. Accessory structures shall be limited to the rear yard area only. Accessory structures shall be limited to 1 per lot maximum.
 - f. The development shall be designed in general accordance with the “Rezoning Plan” presented to the Planning Commission on Monday, August 30, 2021, titled “New Hope Road Tract, Phase 1, dated June 28, 2021, prepared by BGE, Inc.”
 - g. The development shall have a mandatory community association(s) to provide maintenance for all common areas (including the maintenance of landscaping within internal rights-of-way and immediately adjacent external rights-of-way), and enforce reasonable and customary property maintenance standards through covenants on all residences within the community. The covenants, conditions, and restrictions that will be recorded with the City prior to the issuance of the first building permit. The covenants will run for 20 years and automatically renew every 20 years unless 51% of the persons owning lots in the subdivision vote to terminate the covenants as governed by O.C.G.A. 44-5-60. Subject to applicable City, local, and federal rules, laws, regulations, and rulings of courts having

competent jurisdiction over the subject property, said covenants shall include a restriction that no more than 10% of the single-family units (with an additional 5% hardship) may be leased to third parties by individual owners.

2. To satisfy the following site development considerations:

- a. No direct lot access allowed to New Hope Road;
- b. All grassed areas shall be sodded;
- c. Underground utilities shall be provided throughout the development;
- d. Natural vegetation shall remain on the property until the issuance of a development permit;
- e. Allow an encroachment (grading) into the required 50-foot Undisturbed Buffer and 25-foot Impervious Surface Setback as shown on "Rezoning Plan" presented to the Planning Commission on Monday, August 30, 2021, titled "New Hope Road Tract, Phase 1, dated June 28, 2021, prepared by BGE, Inc."
- f. Provide a 20-foot wide landscape strip along the property line or right-of-way common to New Hope Road. The Landscape Strip shall be planted with 1 Overstory Tree, 1 Understory Tree, 18 Evergreen Shrubs, 18 Ornamental Grasses and 18 Ground Coverings per 100 feet of road frontage along New Hope Road. Driveway widths and other ingress and egress areas may be subtracted from the landscape strip lineal feet calculation. Landscape Plans shall be subject to the review and approval of the Director of Planning and Development.
- g. Preserved Trees may be counted toward fulfilling the 20-wide landscape tree requirement along New Hope Road. Bradford Pear, Gingko (Female), Loblolly, Longleaf, Shortleaf, Slash Pine(s) shall be considered unacceptable trees.
- h. Planted Conifer and Evergreen trees shall be at least six feet in height at time of planting;
- i. Planted Deciduous trees shall be at least three inches caliper at time of planting;
- j. Ornamental Grasses and Ground Covering shall be a minimum size of one-gallon container at time of planting with a minimum height of one foot;

- k. Provide a 20-foot wide Landscape Strip along the southern and eastern property line common with Cottonwood Cove and Paper Mill single-family subdivision, respectively. The landscape strip shall be planted where sparsely vegetated with Cryptomeria or Leyland Cypress trees to provide an effective visual screen;
- l. During construction a 5-Foot Construction Tree and Landscape Setback shall be maintained, as measured horizontally, from the outer most perimeter of areas delineated as Floodplain, Landscape Strips, Stream Buffers or Undisturbed Wetlands **and not from impervious line;**
- m. 5-foot Construction Setback shall terminate upon each individual lot with the issuance of a Certificate of Occupancy for the principal dwelling.
- n. Provide a left turn lane into the development on New Hope Road, subject to the approval of Gwinnett County Department of Transportation (GCDOT).
- o. Provide a 200-foot deceleration lane with 50 foot taper along the eastern right-of-way of New Hope Road, subject to the approval of Gwinnett County Department of Transportation (GCDOT). **A sidewalk will not be provided with the left turn lane.**

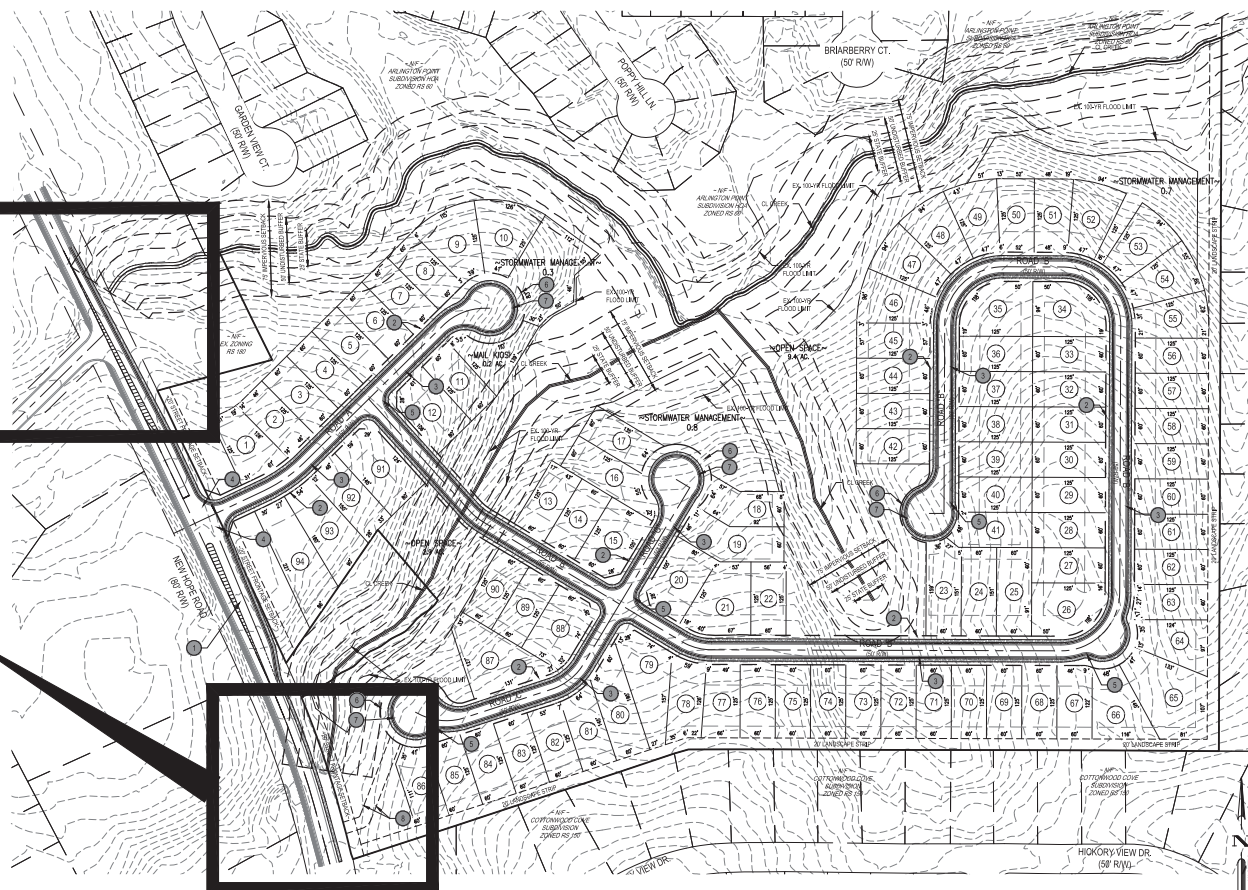
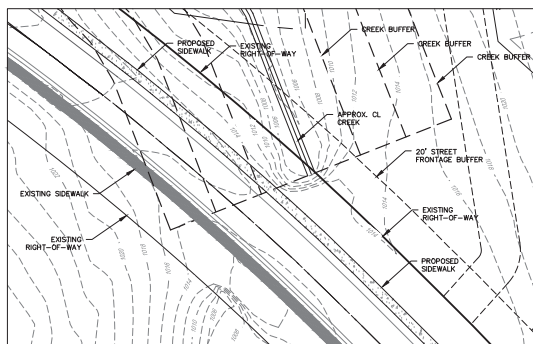
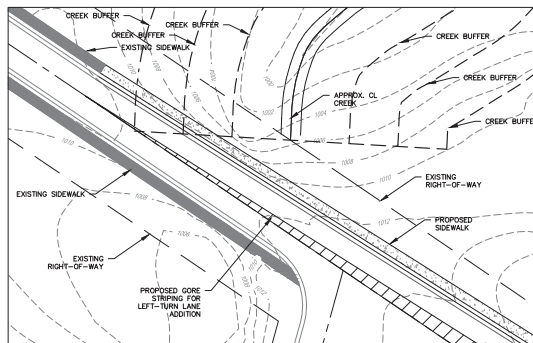


ZONING NOTES:

1. EX. ZONING = RS180 (CITY OF LAWRENCEVILLE), R75 (GWINNETT COUNTY)
2. PROPOSED ZONING = RS-40 (CITY OF LAWRENCEVILLE)
3. GROSS SITE AREA = 38.22 AC
4. FLOODPLAIN AREA = 4.49 AC
5. NET AREA = 33.73 AC
6. OPEN SPACE PROVIDED = 13.40 AC (-37.25%)
GREEN SPACE TO BE PROVIDED = 5.40 AC (15% NET AREA)
COMMON OPEN SPACE = 8.00 AC
7. TOTAL NUMBER OF PROPOSED LOTS = 94 LOTS
8. DENSITY = 2.6 UNITS PER ACRE
9. PROPOSED BUILDING SETBACKS:
FRONT = 30';
REAR = 20';
SIDE (MAJOR) = 30';
SIDE (MINOR) = 5'
10. 20' VOLUNTARY LANDSCAPE STRIP ALONG ADJUTING RESIDENTIAL SUBDIVISION TO THE EAST AND SOUTH
11. THIS STRIP CAN BE DISTURBED AND REPLANTED
12. TYPICAL BUILDING DIMENSION = 40'x60'
13. TYPICAL DRIVEWAY LENGTH = 48' FROM BOC
14. BOUNDARY INFORMATION, REFERENCE DEED BOOK 11034, PAGE 262
15. TOPOGRAPHY DEPICTED FROM GWINNETT COUNTY (AERIAL)
16. NO WETLANDS ARE DEPICTED ON SITE
17. BLUELINE STRIPES ARE APPROPRIATE ON THIS SITE

PROPOSED SITE CALLOUT DESCRIPTIONS:

1. 200' DECEL LAND WITH 50' TAPER
2. 50' ROAD RIGHT-OF-WAY
3. 24' BOC/BOC
4. 35' BOC (ENTRANCE ONLY)
5. 25' BOC (INTERNAL ROADS)
6. 60' CUL-DE-SAC RIGHT-OF-WAY
7. 40' CUL-DE-SAC BOC
8. 20' EMERGENCY INGRESS / EGRESS (FIRE SECONDARY ACCESS)



SITE LOCATION MAP
SCALE: N.T.S.

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		

DESIGNED BY: DFS

DRAWN BY: DFS

REVIEWED BY: DFS

DATE: 06/28/2021

PROJECT: 1313500089

DIRECT: 404-705-8885

© 2021

ECE

245 TOWNPARK DRIVE, SUITE #70

KENNESAW, GEORGIA 30144

JENNIFER@ECE.COM

JENNIFER@ECE.COM

JENNIFER@ECE.COM

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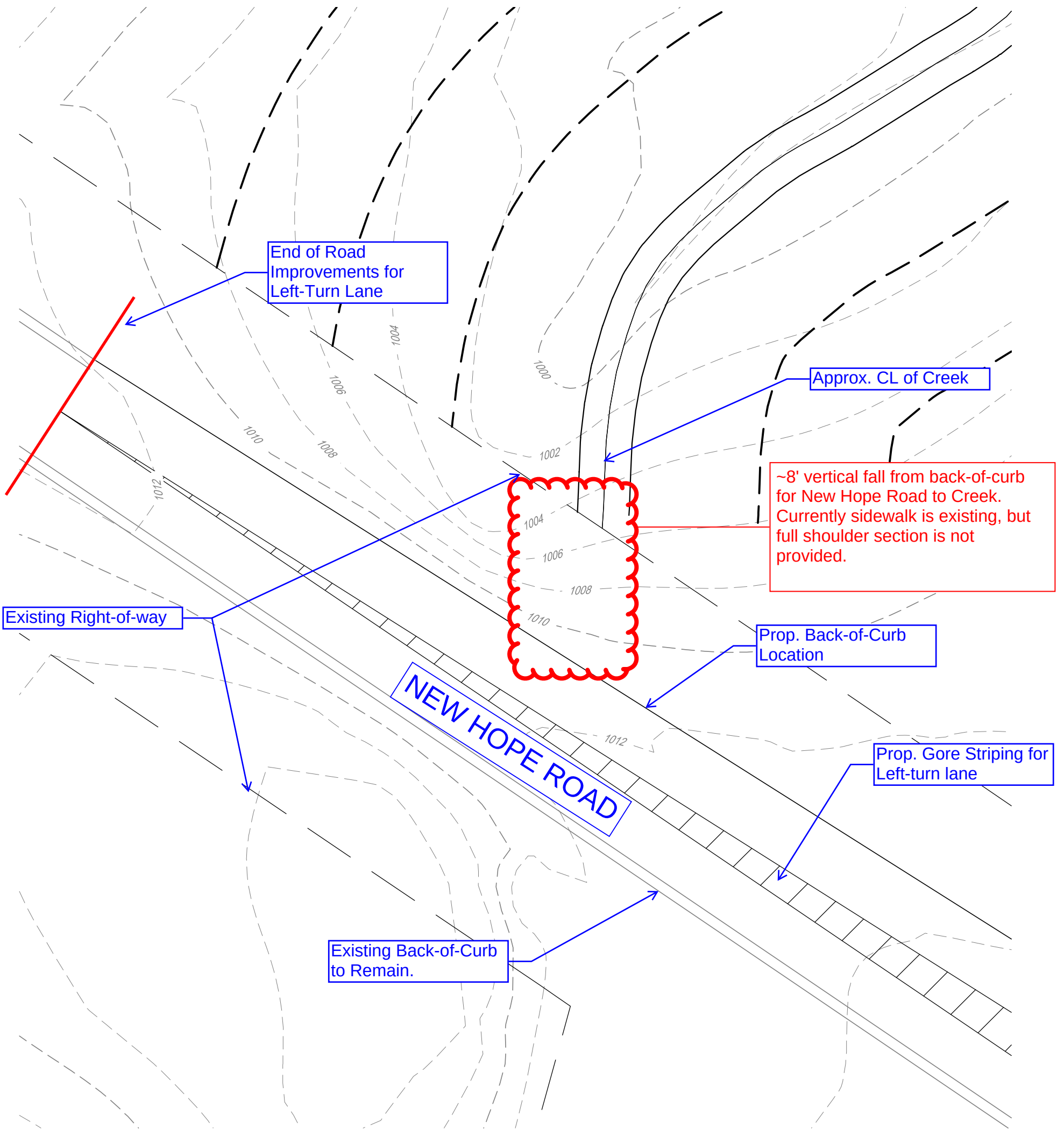
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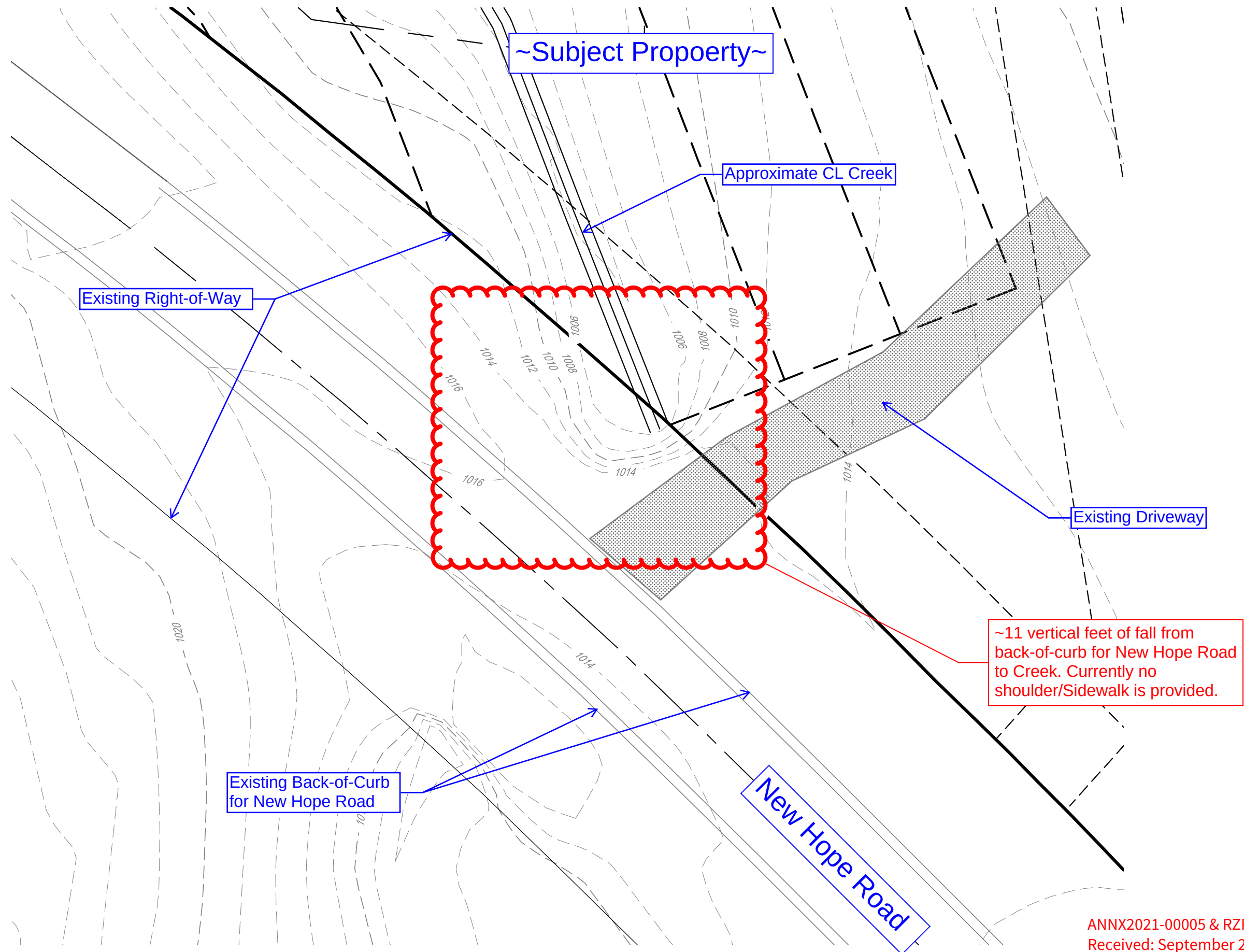
JENNIFER@ECE.COM



FLOOD CERTIFICATION
SUBJECT PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD ZONE. IT IS LOCATED IN ZONE V(A), AS DEFINED BY HUD FIRM, COMMUNITY PANEL NUMBER 131350, MAP NUMBER 1313500089, WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006

ANNX2021-00005 & RZR2021-00010
Received: September 22, 2021
Planning and Development Department





ANNX2021-00005 & RZR2021-00010
Received: September 22, 2021
Planning and Development Depa







LAWRENCEVILLE

GEORGIA

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

Item: RZC2021-00027; James Talbert; Old Norcross Road

Department: Planning and Development

Date of Meeting: Monday, September 27, 2021

Presented By: Todd Hargrave, Director of Planning and Development

**Planning and
Development
Recommendation:**

Approval with conditions

**Planning
Commission
Recommendation:**

Approval with Planning Commission recommendations

Summary: The applicant request rezoning of a parcel of land containing approximately 5.00-acres from OI (Office Institutional District) to LM (Light Manufacturing District) to allow the construction of an office, warehouse and distribution facility.

Attachments/Exhibits:

- **RZC2021-00027** Report
- **RZC2021-00027 P&D Recommendations**
- **RZC2021-00027_Planning Commission Recommendations_08302021**
- **RZC2021-00027 Attachments**
- **RZC2021-00027_ZONING EXHIBIT_09232021**

CITY OF LAWRENCEVILLE
PLANNING AND DEVELOPMENT DEPARTMENT
REZONING

CASE NUMBER	RZC2021-00027
APPLICANT	JAMES TALBERT
CONTACT	JAMES TALBERT
PHONE NUMBER	904.509.2780
ZONING CHANGE	OI (OFFICE INSTITUTIONAL DISTRICT) TO LM (LIGHT MANUFACTURING DISTRICT)
LOCATION	OLD NORCROSS ROAD
PARCEL ID	R5113 106
ACREAGE	APPROXIMATELY 5.00-ACRES
PROPOSED DEVELOPMENT	LIGHT MANUFACTURING - DISTRIBUTION
DEPARTMENT RECOMMENDATION	APPROVAL WITH CONDITIONS

ZONING HISTORY:

In 1970, the subject property was zoned LM (Light Manufacturing District). The subject property has been zoned OI (Office Institutional District) since 2006, pursuant to RZ-06-01.

PROJECT DATA:

The applicant request rezoning of a parcel of land containing approximately 5.00-acres from OI (Office Institutional District) to LM (Light Manufacturing District) to allow the construction of an office, warehouse and distribution facility. The property is located along the south side of Old Norcross Road, between it intersections with West Pike Street and Winer Industrial Way. The property is heavily wooded and undeveloped.

The City of Lawrenceville 2040 Comprehensive Plan (the Plan) and Future Development Map indicates the subject property is located within the Medical Services Cluster Character Area. The intention of this Character Area is to recognize the uniqueness of the Gwinnett Medical Center (GMC), which could support a range of institutions, offices, commercial, warehousing, distribution, and research uses that support GMC and its clustered medical services. Although not strictly consistent with the Plan, the proposal could be considered compatible with the

variety of office, industrial and warehousing uses and zoning in the immediate area, and therefore could be considered consistent with the policies of the City of Lawrenceville.

The surrounding area is characterized by a variety of office, industrial and warehousing uses and zoning. To the north, across Old Norcross Road is the Gwinnett 316 light industrial development zoned LM, and various uses and zoning consistent with the OI (Office Institutional District) zoning classification. To the east, immediately adjacent to the property is an OI zoned development consisting of a Place of Worship. Further to the east, is the West Pike Street and Old Norcross Road intersection consisting primarily of BG (General Business District) uses and zoning. To the south and west is vacant LM zoned property owned by CSX Railroad. Further to south, across the CSX Railroad is the Craigdale Estate single-family subdivision zoned RS-180 (Single-Family Residential District), and further to the west is the Winer Industrial development zoned LM. The variety of uses and zoning in the immediate area further support the request.

The proposed rezoning is consistent with the policies of the City of Lawrenceville; which would be designed to attract, develop, maintain and retain a diverse array of professional businesses, and inventory of land to support the city's growth, influence and marketability. Given the aforementioned factors, the Planning and Development Department recommends **APPROVAL WITH CONDITIONS** of the Rezoning.

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

A development pre-submittal meeting will be required.

ELECTRIC DEPARTMENT

The City of Lawrenceville will be able to provide power to 576 Old Norcross Road.

GAS DEPARTMENT

The Gas Department has a 4" main that will be in possible conflict along Old Norcross. No other conflicts

CODE ENFORCEMENT

No comment.

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

1. **Will the rezoning proposal permit a use that is suitable in view of the use and development of adjacent and nearby property?** *Yes, the proposed rezoning could be considered to be consistent with adjacent and nearby properties.*
2. **Will the rezoning proposal adversely affect the existing use or usability of adjacent or nearby property?** *No, the proposed rezoning should not adversely affect the existing use of adjacent or nearby properties.*
3. **Does the property to be affected by the rezoning proposal have a reasonable economic use as currently zoned?** *Yes, the proposed rezoning would be consistent with the established uses and zoning in the immediate area.*
4. **Will the rezoning proposal result in a use, which will or could cause an excessive or burdensome use of existing streets, transportation facilities, utilities, or schools?** *Yes, the proposed rezoning could result in a use which could cause an excessive burden on existing streets and utilities.*
5. **Is the rezoning proposal in conformity with the policy and intent of the City of Lawrenceville comprehensive plan?** *Yes, the proposed rezoning conform to the policies and intent of the City's 2040 Comprehensive Plan.*
6. **Are there other existing or changing conditions affecting the use and development of the property, which give supporting grounds for either approval or disapproval of the rezoning proposal?** *The proposed rezoning will allow the city to expand and reinforce its economic foundation.*

Planning and Development
Recommendation
RZC2021-00027

Approval of an LM (Light Manufacturing District), subject to the following enumerated conditions:

To restrict the use of the property as follows:

1. To satisfy the following site development considerations:
 - a. The development shall be designed in general accordance with the “Concept Plan” presented to the Planning Commission on Monday, August 30, 2021, titled “James Talbert, Old Norcross Road, City of Lawrenceville, GA, and dated June 02, 2021, prepared by Reed Planning and Design” with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - b. Prior to the issuance of a Certificate of Occupancy the development of the subject property shall be in compliance with the rules and regulations of applicable governing agencies.
 - c. The building must meet the minimum architectural requirement of the City of Lawrenceville. Final elevations shall be subject to the review and approval of the Director of Planning and Development Department.
2. To satisfy the following site development considerations:
 - a. All grassed areas shall be sodded;
 - b. Underground utilities shall be provided throughout the development;
 - c. Natural vegetation shall remain on the property until the issuance of a development permit;
 - d. Allow an encroachment (grading) into the required 50-foot Undisturbed Buffer and 25-foot Impervious Surface Setback as shown on “Concept Plan” presented to the Planning Commission on Monday, August 30, 2021, titled “James Talbert, Old Norcross Road, City of Lawrenceville, GA, and dated June 02, 2021, prepared by Reed Planning and Design”.

- e. Provide a 10-foot wide Landscape Strip along the southern right-of-way of Old Norcross Road.
- f. Provide a 25-foot wide landscape strip along the along the eastern property line adjacent to Parcel Identification Number R5144039D.
- g. Landscape Strips shall be planted with 1 Overstory Tree, 1 Understory Tree, 18 Evergreen Shrubs, 18 Ornamental Grasses and 18 Ground Coverings per 100 feet of road frontage along New Hope Road. Driveway widths and other ingress and egress areas may be subtracted from the landscape strip lineal feet calculation. Landscape Plans shall be subject to the review and approval of the Director of Planning and Development.
- h. Planted Conifer and Evergreen trees shall be at least six feet in height at time of planting;
- i. Planted Deciduous trees shall be at least three inches caliper at time of planting;
- j. Ornamental Grasses and Ground Covering shall be a minimum size of one-gallon container at time of planting with a minimum height of one foot;
- k. Preserved Trees may be counted toward fulfilling the tree requirement within the 25-wide Landscape Strip. Bradford Pear, Gingko (Female), Loblolly, Longleaf, Shortleaf, Slash Pine(s) shall be considered unacceptable trees.
- l. During construction, a 5-Foot Construction Tree and Landscape Setback shall be maintained, as measured horizontally, from the outer most perimeter of areas delineated as Floodplain, Landscape Strips, Stream Buffers or Undisturbed Wetlands;
- m. A 5-foot Construction Setback shall terminate with the issuance of a Certificate of Completion, Development Conformance, Occupancy.
- n. Provide a 200-foot deceleration lane with 50 foot taper along the southern right-of-way of Old Norcross Road, subject to the approval of Gwinnett County Department of Transportation (GCDOT).
- d. Ground Signage shall be limited to a maximum height of 12 feet and shall be setback from the right-of-way a minimum of 12 feet from the property line. The maximum sign display area shall be limited to 75

square feet. Wall signage shall be limited 36 square feet per elevation, with a total wall sign area limited to 72 square feet.

- e. 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.
- f. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
- g. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
- h. Outdoor storage shall be limited to the rear yard only and screened from the right-of-way by a solid wood fence, masonry wall or 6-foot high slatted chain-link fence.
- i. Dumpsters shall be screened by solid brick walls, with an opaque metal gate enclosure.
- j. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.

Planning Commission Recommendation_08302021
RZC2021-00027

Approval of an LM (Light Manufacturing District), subject to the following enumerated conditions:

To restrict the use of the property as follows:

1. To satisfy the following site development considerations:
 - a. The development shall be designed in general accordance with the “Concept Plan” presented to the Planning Commission on Monday, August 30, 2021, titled “James Talbert, Old Norcross Road, City of Lawrenceville, GA, and dated June 02, 2021, prepared by Reed Planning and Design” with changes necessary to meet conditions of zoning, requirements of the Zoning Ordinance and/or Development Regulations, and other minor adjustments as may be approved by the Director of Planning and Development.
 - b. Prior to the issuance of a Certificate of Occupancy the development of the subject property shall be in compliance with the rules and regulations of applicable governing agencies.
 - c. The building must meet the minimum architectural requirement of the City of Lawrenceville. Final elevations shall be subject to the review and approval of the Director of Planning and Development Department.
2. To satisfy the following site development considerations:
 - a. All grassed areas shall be sodded;
 - b. Underground utilities shall be provided throughout the development;
 - c. Natural vegetation shall remain on the property until the issuance of a development permit;
 - d. Allow an encroachment (grading) into the required 50-foot Undisturbed Buffer and 25-foot Impervious Surface Setback as shown on “Concept Plan” presented to the Planning Commission on Monday, August 30, 2021, titled “James Talbert, Old Norcross Road, City of Lawrenceville, GA, and dated June 02, 2021, prepared by Reed Planning and Design”.

- e. Provide a 10-foot wide Landscape Strip along the southern right-of-way of Old Norcross Road.
- f. Provide a 25-foot wide landscape strip along the along the eastern property line adjacent to Parcel Identification Number R5144039D.
- g. Landscape Strips shall be planted with 1 Overstory Tree, 1 Understory Tree, 18 Evergreen Shrubs, 18 Ornamental Grasses and 18 Ground Coverings per 100 feet of road frontage along New Hope Road. Driveway widths and other ingress and egress areas may be subtracted from the landscape strip lineal feet calculation. Landscape Plans shall be subject to the review and approval of the Director of Planning and Development.
- h. Planted Conifer and Evergreen trees shall be at least six feet in height at time of planting;
- i. Planted Deciduous trees shall be at least three inches caliper at time of planting;
- j. Ornamental Grasses and Ground Covering shall be a minimum size of one-gallon container at time of planting with a minimum height of one foot;
- k. Preserved Trees may be counted toward fulfilling the tree requirement within the 25-wide Landscape Strip. Bradford Pear, Gingko (Female), Loblolly, Longleaf, Shortleaf, Slash Pine(s) shall be considered unacceptable trees.
- l. During construction, a 5-Foot Construction Tree and Landscape Setback shall be maintained, as measured horizontally, from the outer most perimeter of areas delineated as Floodplain, Landscape Strips, Stream Buffers or Undisturbed Wetlands;
- m. A 5-foot Construction Setback shall terminate with the issuance of a Certificate of Completion, Development Conformance, Occupancy.
- n. Provide a 200-foot deceleration lane with 50 foot taper along the southern right-of-way of Old Norcross Road, subject to the approval of Gwinnett County Department of Transportation (GCDOT).
- d. Ground Signage shall be limited to a maximum height of 12 feet and shall be setback from the right-of-way a minimum of 12 feet from the property line. The maximum sign display area shall be limited to 75

square feet. Wall signage shall be limited 36 square feet per elevation, with a total wall sign area limited to 72 square feet.

- e. 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.
- f. Lighting shall be contained in cut-off type luminaries and shall be directed in toward the property so as not to shine directly into adjacent properties or right-of-ways.
- g. Peddlers and/or any parking lot sales unrelated to the rezoning shall be prohibited.
- h. Outdoor storage shall be limited to the rear yard only and screened from the right-of-way by a solid wood fence, masonry wall or 6-foot high slatted chain-link fence.
- i. Dumpsters shall be screened by solid brick walls, with an opaque metal gate enclosure.
- j. The owner shall repaint or repair any graffiti or vandalism that occurs on the property within 72 hours.



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>James Talbert</u>	NAME: <u>John R. Moran</u>
ADDRESS: <u>300 Petty Rd St. C</u>	ADDRESS: <u>32 N. Sewalls Point Road</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Sewalls Point</u>
STATE: <u>GA</u> ZIP: <u>30043</u>	STATE: <u>FL</u> ZIP: <u>34996</u>
CONTACT PERSON: <u>James Talbert</u> PHONE: <u>904-509-2780</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>O&I</u> REQUESTED ZONING DISTRICT: <u>LM</u>	
PARCEL NUMBER(S): <u>R5113-106</u> ACREAGE: <u>5</u>	
ADDRESS OF PROPERTY: <u>Old Norcross Road, R5113-106, Lawrenceville, GA</u>	

James Talbert 6/17/21
SIGNATURE OF APPLICANT DATE

John R. Moran 06/24/2021
SIGNATURE OF OWNER DATE

James Talbert
TYPED OR PRINTED NAME

John R. Moran
TYPED OR PRINTED NAME

Ekatereia Kukharchuk
NOTARY PUBLIC Ekatereia Kukharchuk
NOTARY PUBLIC

NOTARY PUBLIC DATE

Forsyth County, GEORGIA
70 S. County Street, Lawrenceville, Georgia 30046-2200
My Commission Expires 09/15/2024
770.963.2414 • www.lawrencevillega.org



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>James Talbert</u>	NAME: <u>Bonnie M. Golden</u>
ADDRESS: <u>300 Petty Rd St. C</u>	ADDRESS: <u>1095 Mineral Springs Rd</u>
CITY: <u>Lawrenceville</u>	CITY: <u>Auburn</u>
STATE: <u>GA</u> ZIP: <u>30043</u>	STATE: <u>GA</u> ZIP: <u>30011</u>
CONTACT PERSON: <u>James Talbert</u> PHONE: <u>904-509-2780</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>O&I</u> REQUESTED ZONING DISTRICT: <u>LM</u>	
PARCEL NUMBER(S): <u>R5113-106</u> ACREAGE: <u>5</u>	
ADDRESS OF PROPERTY: <u>Old Norcross Road, R5113-106</u>	

[Signature] 6/17/21
SIGNATURE OF APPLICANT DATE

[Signature] 06/24/2021
SIGNATURE OF OWNER DATE

James Talbert
TYPED OR PRINTED NAME

Bonnie M. Golden
TYPED OR PRINTED NAME

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC DATE

Ekaterina Kukharchuk
NOTARY PUBLIC

Forsyth County, GEORGIA
70 S. ... My Commission Expires 09/15/2024
Lawrenceville, Georgia 30046-2200
770.963.2414 • www.lawrencevillega.org



LAWRENCEVILLE

GEORGIA

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

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

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

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

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

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

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

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



1303 Hightower Trail, Suite 240
Atlanta, GA 30350
Phone: 770.559.1099 x21
Cell: 404.431.0971
mnelsen@hughes-cre.com
www.hughes-cre.com

Matt Nelsen

June 25, 2021

City of Lawrenceville
Planning and Zoning

RE: LOI – REZONING APPLICATION
Proposed Rezoning and Development – 576 Old Norcross Road, Lawrenceville, GA

To Whom it May Concern:

On behalf of Talbert Deli Provisions, Inc. ("Buyer"), I am pleased to present this Letter of Intent as the Buyer's real estate agent (the "Agent") outlining my client's proposed development of a new Class A office/warehouse facility at 576 Old Norcross Road. In order to proceed with the proposed development, my client needs rezoning approval to M-1 Light Industrial.

The Buyer plans to build a multi-tenant 35,000 SF rear load masonry constructed industrial warehouse facility, in which the Buyer would occupy approximately 11,000 square feet and new prospective industrial tenant(s) would occupy the remaining 24,000 square feet.

The buyer would also like to request a 50% buffer reduction from the 50' requirement to a 25' buffer on the Western property line. Buyer will agree to put in a enhanced buffer if the request is approved.

If you have any questions concerning this LOI or require additional information, please don't hesitate to give me a call.

Regards,

A handwritten signature in black ink, appearing to read 'Matt Nelsen', is written over a light blue horizontal line.

Matt Nelsen
Hughes Commercial Real Estate
Cell: 404-431-0971
Email: matt@hughes-cre.com

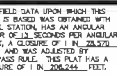
CC. James Talbert, Talbert Deli Provisions (Buyer)

**Old Norcross Drive
Parcel No. 5-113-106**

All that tract or parcel of land lying and being in Land Lots 113 and 144 of the 5th Land District, Gwinnett County, Georgia and being more particularly described as follows;

Beginning at the intersection of the southerly right of way of Old Norcross Road (100' right of way) and the Land Lot Line common to Land Lots 113 and 144; THENCE traveling on said right of way along a curve to the left having a radius of 1482.39 feet and an arc length of 95.03 feet being subtended by a chord bearing of North 82 Degrees 01 Minutes 11 Seconds East and a chord distance of 95.02 feet to a point; THENCE leaving said right of way and traveling South 09 Degrees 14 Minutes 17 Seconds East for a distance of 142.38 feet to a point; THENCE South 31 Degrees 57 Minutes 42 Seconds East for a distance of 154.72 feet to a point; THENCE South 57 Degrees 05 Minutes 00 Seconds West for a distance of 57.95 feet to a point; THENCE South 57 Degrees 04 Minutes 59 Seconds West for a distance of 11.12 feet to a point; THENCE South 75 Degrees 01 Minutes 18 Seconds West for a distance of 287.27 feet to a point; THENCE along a curve to the right having a radius of 443.12 feet and an arc length of 544.97 feet being subtended by a chord bearing of North 62 Degrees 40 Minutes 48 Seconds West and a chord distance of 511.27 feet to a point; THENCE North 74 Degrees 07 Minutes 03 Seconds East for a distance of 44.02 feet to a point; THENCE along a curve to the left having a radius of 155.00 feet and an arc length of 166.89 feet being subtended by a chord bearing of North 42 Degrees 27 Minutes 33 Seconds East and a chord distance of 158.95 feet to a point; THENCE North 11 Degrees 15 Minutes 12 Seconds East for a distance of 24.64 feet to a point on the southerly right of way of Old Norcross Road; THENCE on said right of way along a curve to the left having a radius of 1482.39 feet and an arc length of 438.39 feet being subtended by a chord bearing of South 87 Degrees 40 Minutes 18 Seconds East and a chord distance of 436.79 feet to a point, said point being the TRUE POINT OF BEGINNING.

Said property contains +/-5.00 Acres as shown on Concept Plan for James Talbert prepared by Reed Planning & Design, dated 6/02/21.





100 Old Dawson Village Rd.
Suite 110
Davenport, IA 52804
Phone: 319-333-8479

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GSWOC LEVEL 2
CERTIFIED DESIGN
PROFESSIONAL

JAMES TALBERT
OLD NORCROSS ROAD
CITY OF LAWRENCEVILLE, GA

PARCEL	5-113-106
LAND LOT	113
DISTRICT	5
CITY	LAWRENCEVILLE
COUNTY	GWINNETT
STATE	GEORGIA

CONCEPT
PLAN

JOB NUMBER	DATE
31106-IT	6-27-2014

[illegible]

C-1



Gwinnett County, GA; City of Lawrenceville, GA; Geographic Technologies Group

Legend

- Subject Property
- Parcels

**PLANNING AND DEVELOPMENT
LOCATION MAP AND SURROUNDING ZONING**

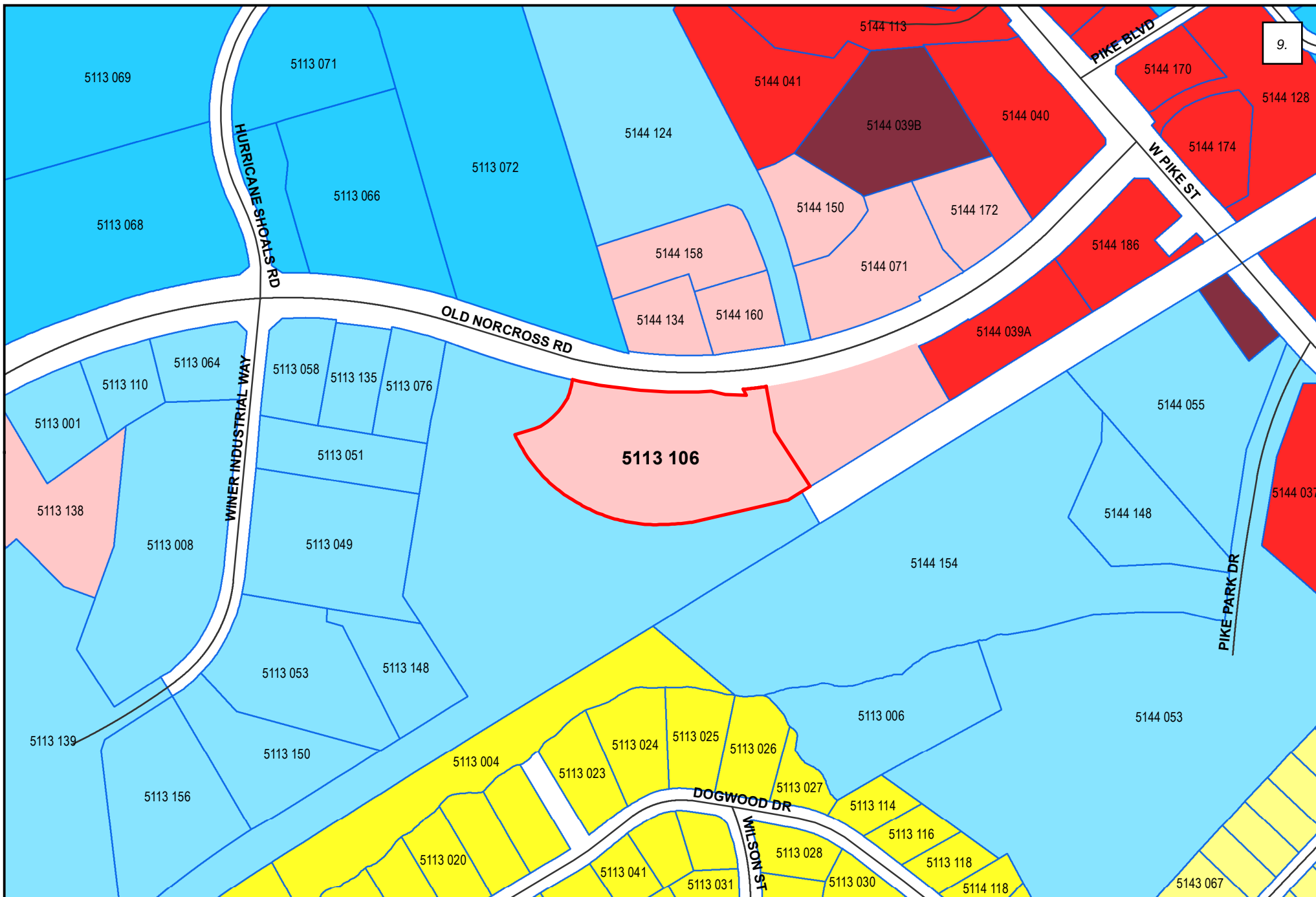
**FILE # RZC2021-00027
APPLICANT: BONNIE MILLER**



1 Inch = 333 Feet



LAWRENCEVILLE
GEORGIA



Legend

- Subject Property
- Parcels
- BG General Business
- HSB Highway Service Business
- LM Light Manufacturing
- HM Heavy Manufacturing
- OI Office/Institutional
- RS-150 Single-Family Residential
- RS-180 Single-Family Residential

PLANNING AND DEVELOPMENT LOCATION MAP AND SURROUNDING ZONING

FILE # RZC2021-00027
APPLICANT: BONNIE MILLER



1 Inch = 333 Feet



LAWRENCEVILLE
GEORGIA

Page 69

Team GIS | IT

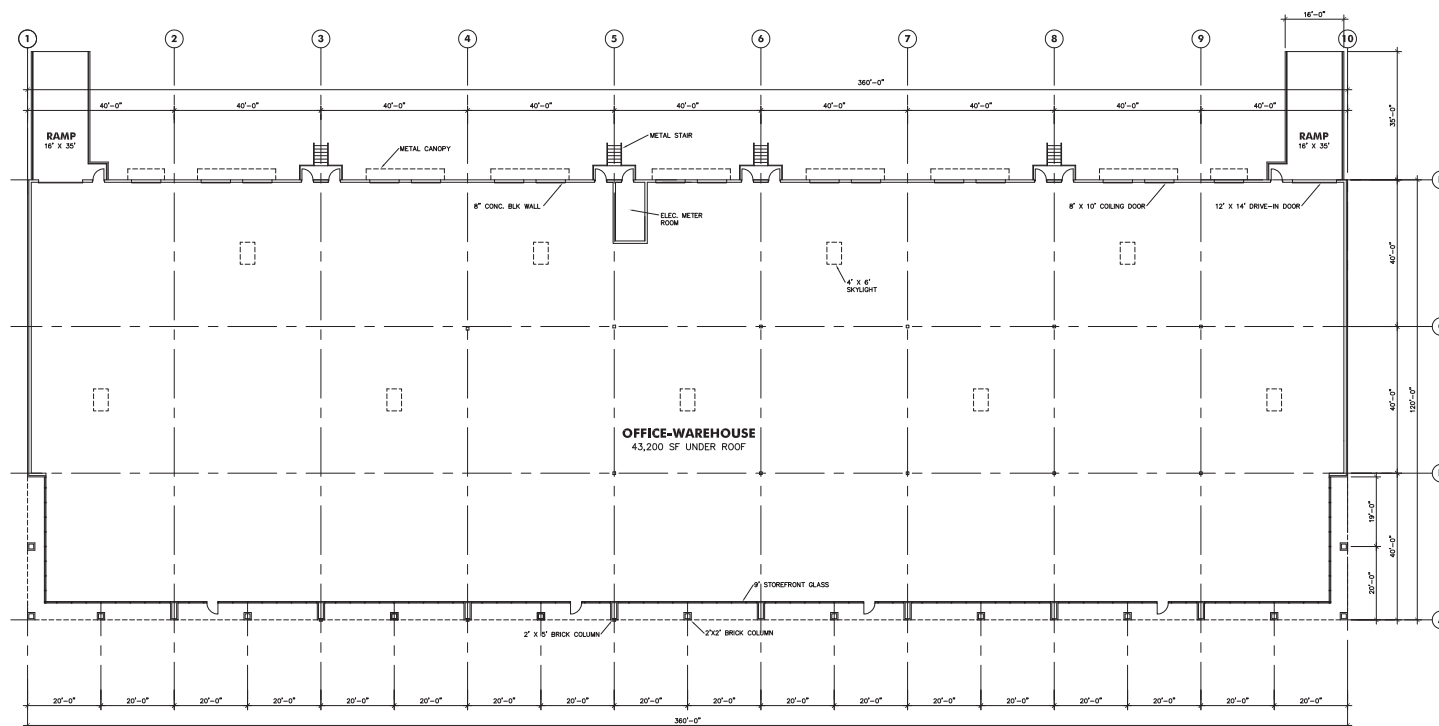


RZC2021-00027
Received: September 23, 2021
Planning and Development Depa









FLOOR PLAN

 $1/16" = 1'-0"$

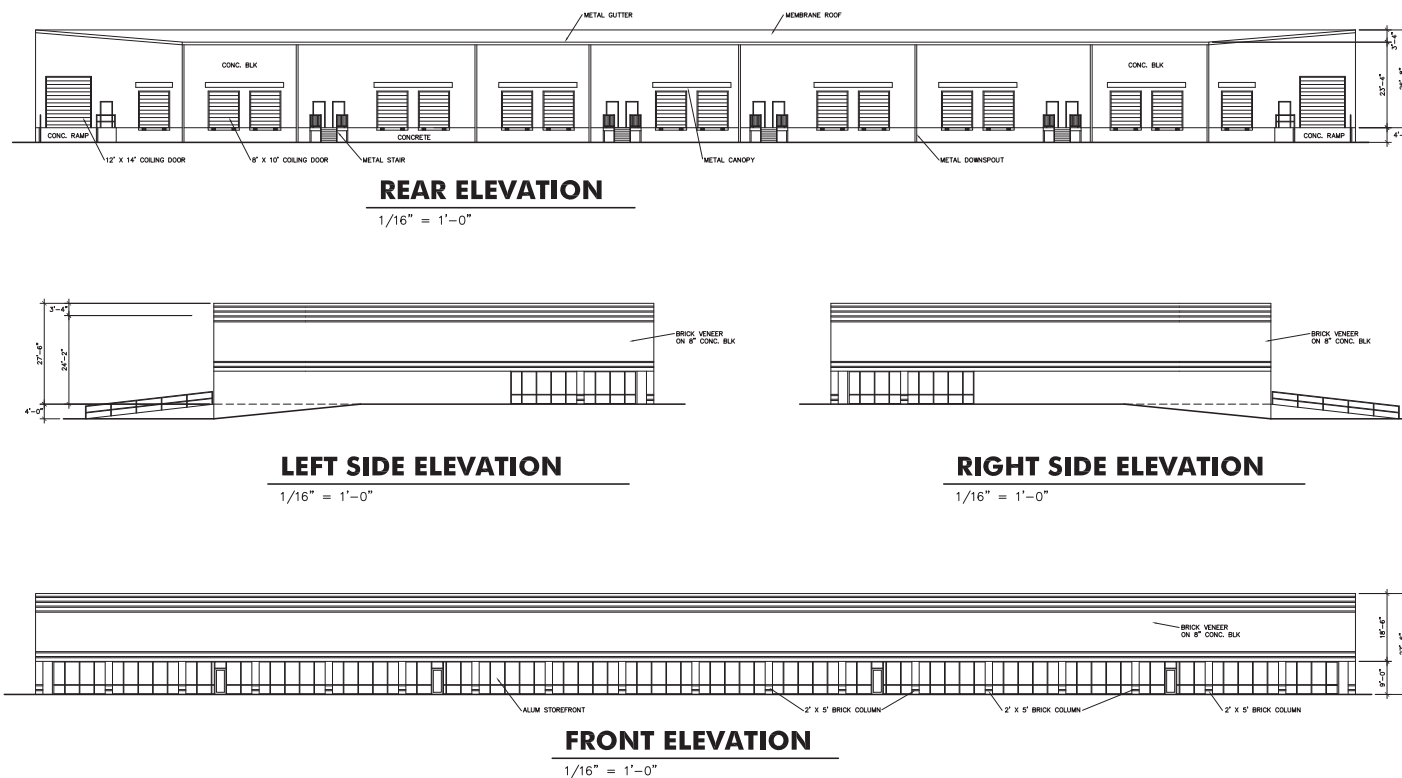
BUILDING TOTAL = 43,200 SF

GRAPHIC SCALE:


RZC2021-00027

Received: September 23, 2021

Planning and Development Department



RZC2021-00027

Received: September 23, 2021

Planning and Development Department



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 27, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Provision of Landscape and Maintenance Services on an Annual Contract
Department:	Public Works
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	\$400,000.00
Presented By:	Barry Mock, Assistant City Manager, Public Works Director
Action Requested:	Approval to renew Provision of Landscape and Maintenance Services on an Annual Contract to Russell Landscape, LLC in the amount of \$400,000.00, and approval of change order to add the additional locations.

Summary: This annual contract provides comprehensive landscaping maintenance services on the sites of 20 locations throughout the City. This agreement also provides for landscaping enhancements on a time and materials basis as well as optional treatment services on an as needed basis. This is the third of four renewal options. Pricing reflects a 1% as stipulated in the agreement.

Associated with this contract renewal is the addition of 11 additional locations. A list of locations are attached, as is a copy of the Change Order request.

Fiscal Impact: Amount of \$400,000.00. This project is funded by the Lawn Care Fund (1001565.522140).

Attachments/Exhibits:

Cost Tabulation
List of locations
Change Order #1

COST TABULATION

PAGE 1

RP006-18

Provision of Landscape and Maintenance Services on an Annual Contract

Public Works

					Russell Landscape, LLC	
ITEM #	DESCRIPTION	APPROX. QTY		MONTHLY PRICE	TOTAL PRICE	
LOCATION 1: CITY HALL						
A.	Lawn Mowing/Trimming/Edging	12	Each	\$133.62	\$1,603.44	
B.	Fertilization and Weed Control	12	Each	\$25.50	\$306.00	
C.	Over Seeding and Aeration	12	Each	\$17.09	\$205.02	
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$204.00	\$2,448.00	
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$180.03	\$2,160.36	
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$65.28	\$783.36	
LOCATION 1: CITY HALL TOTAL				\$625.52	\$7,506.18	
LOCATION 2: LAWRENCEVILLE PUBLIC WORKS FACILITY						
A.	Lawn Mowing/Trimming/Edging	12	Each	\$887.66	\$10,651.86	
B.	Fertilization and Weed Control	12	Each	\$122.40	\$1,468.80	
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00	
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$736.44	\$8,837.28	
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$170.85	\$2,050.20	
LOCATION 2: LAWRENCEVILLE PUBLIC WORKS FACILITY TOTAL				\$1,917.35	\$23,008.14	
LOCATION 3: BOULDER CREEK COFFEE, AURORA THEATER & PARKING DECK						
A.	Lawn Mowing/Trimming/Edging	12	Each	\$71.66	\$859.86	
B.	Fertilization and Weed Control	12	Each	\$9.18	\$110.16	
C.	Over Seeding and Aeration	12	Each	\$11.22	\$134.64	
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$745.11	\$8,941.32	
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$195.33	\$2,343.96	
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$58.65	\$703.80	
LOCATION 3: BOULDER CREEK COFFEE, AURORA THEATER & PARKING DECK TOTAL				\$1,091.15	\$13,093.74	
LOCATION 4: HISTORIC COURTHOUSE/DOWNTOWN SQUARE						
A.	Lawn Mowing/Trimming/Edging	12	Each	\$102.00	\$1,224.00	
B.	Fertilization and Weed Control	12	Each	\$17.34	\$208.08	
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00	
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$3,641.40	\$43,696.80	
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$290.70	\$3,488.40	
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$180.80	\$2,169.54	
LOCATION 4: HISTORIC COURTHOUSE/DOWNTOWN SQUARE TOTAL				\$4,232.24	\$50,786.82	
LOCATION 5: HERITAGE TRAIL						
A.	Lawn Mowing/Trimming/Edging	12	Each	\$137.70	\$1,652.40	
B.	Fertilization and Weed Control	12	Each	\$34.94	\$419.22	
C.	Over Seeding and Aeration	12	Each	\$8.42	\$100.98	
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$29.58	\$354.96	
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$440.90	\$5,290.74	
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$257.30	\$3,087.54	
LOCATION 5: HERITAGE TRAIL TOTAL				\$908.82	\$10,905.84	

COST TABULATION

PAGE 2

LOCATION 6: POLICE DEPARTMENT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$280.50	\$3,366.00
B.	Fertilization and Weed Control	12	Each	\$225.93	\$2,711.16
C.	Over Seeding and Aeration	12	Each	\$36.72	\$440.64
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$193.80	\$2,325.60
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$224.66	\$2,695.86
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$291.47	\$3,497.58
LOCATION 6: POLICE DEPARTMENT TOTAL				\$1,253.07	\$15,036.84
LOCATION 7: LAWRENCEVILLE LAWN					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$290.70	\$3,488.40
B.	Fertilization and Weed Control	12	Each	\$269.28	\$3,231.36
C.	Over Seeding and Aeration	12	Each	\$36.72	\$440.64
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$542.90	\$6,514.74
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$1,494.30	\$17,931.60
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$380.97	\$4,571.64
LOCATION 7: LAWRENCEVILLE LAWN TOTAL				\$3,014.87	\$36,178.38
LOCATION 8: COOPER PARK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$58.14	\$697.68
B.	Fertilization and Weed Control	12	Each	\$26.52	\$318.24
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$91.04	\$1,092.42
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$88.74	\$1,064.88
LOCATION 8: COOPER PARK TOTAL				\$264.44	\$3,173.22
LOCATION 9: RAILROAD DEPOT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$45.90	\$550.80
B.	Fertilization and Weed Control	12	Each	\$15.05	\$180.54
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$36.72	\$440.64
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$53.81	\$645.66
LOCATION 9: RAILROAD DEPOT TOTAL				\$151.47	\$1,817.64
LOCATION 10: JENKINS PARK					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$249.90	\$2,998.80
B.	Fertilization and Weed Control	12	Each	\$122.40	\$1,468.80
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$280.50	\$3,366.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$299.88	\$3,598.56
LOCATION 10: JENKINS PARK TOTAL				\$952.68	\$11,432.16
LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE)					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$683.40	\$8,200.80
B.	Fertilization and Weed Control	12	Each	\$300.90	\$3,610.80
C.	Over Seeding and Aeration	12	Each	\$5.61	\$67.32

COST TABULATION

PAGE 3

D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$231.54	\$2,778.48
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$496.74	\$5,960.88
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$214.20	\$2,570.40
LOCATION 11: INTERCHANGE (WEST CROGAN AND WEST PIKE) TOTAL				\$1,932.39	\$23,188.68
LOCATION 12: GATEWAY #1					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$154.28	\$1,851.30
B.	Fertilization and Weed Control	12	Each	\$82.88	\$994.50
C.	Over Seeding and Aeration	12	Each	\$17.09	\$205.02
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$496.49	\$5,957.82
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$330.23	\$3,962.70
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$170.85	\$2,050.20
LOCATION 12: GATEWAY #1 TOTAL				\$1,251.80	\$15,021.54
LOCATION 13: BURSON POINT					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$81.86	\$982.26
B.	Fertilization and Weed Control	12	Each	\$30.60	\$367.20
C.	Over Seeding and Aeration	12	Each	\$8.42	\$100.98
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$273.36	\$3,280.32
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$102.00	\$1,224.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$69.11	\$829.26
LOCATION 13: BURSON POINT TOTAL				\$565.34	\$6,784.02
LOCATION 14: SCENIC HIGHWAY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$374.09	\$4,489.02
B.	Fertilization and Weed Control	12	Each	\$176.46	\$2,117.52
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$332.01	\$3,984.12
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$475.07	\$5,700.78
LOCATION 14: SCENIC HIGHWAY TOTAL				\$1,357.62	\$16,291.44
LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$121.38	\$1,456.56
B.	Fertilization and Weed Control	12	Each	\$45.39	\$544.68
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$195.33	\$2,343.96
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$157.08	\$1,884.96
LOCATION 15: MAHLON BURSON WATER TREATMENT FACILITY TOTAL				\$519.18	\$6,230.16
LOCATION 16: CALABOOSE ALLEY					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$22.95	\$275.40
B.	Fertilization and Weed Control	12	Each	\$0.00	\$0.00
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$21.42	\$257.04
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$20.91	\$250.92
LOCATION 16: CALABOOSE ALLEY TOTAL				\$65.28	\$783.36

COST TABULATION

PAGE 4

LOCATION 17: 316/120 INTERCHANGE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$663.00	\$7,956.00
B.	Fertilization and Weed Control	12	Each	\$488.58	\$5,862.96
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$2,909.04	\$34,908.48
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$466.65	\$5,599.80
LOCATION 17: 316/120 INTERCHANGE TOTAL				\$4,527.27	\$54,327.24
LOCATION 18: S PERRY/S CLAYTON INTERCHANGE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$57.12	\$685.44
B.	Fertilization and Weed Control	12	Each	\$3.32	\$39.78
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$293.76	\$3,525.12
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$81.60	\$979.20
LOCATION 18: S PERRY/S CLAYTON INTERCHANGE TOTAL				\$435.80	\$5,229.54
LOCATION 19: BRISCOE FIELD ENTRANCE					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$78.54	\$942.48
B.	Fertilization and Weed Control	12	Each	\$20.91	\$250.92
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$91.80	\$1,101.60
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$82.62	\$991.44
LOCATION 19: BRISCOE FIELD ENTRANCE TOTAL				\$273.87	\$3,286.44
LOCATION 20: PARK BENCH AREAS ON PAPER MILL					
A.	Lawn Mowing/Trimming/Edging	12	Each	\$51.00	\$612.00
B.	Fertilization and Weed Control	12	Each	\$6.38	\$76.50
C.	Over Seeding and Aeration	12	Each	\$0.00	\$0.00
D.	Maintenance of Flower Beds and Seasonal Color	12	Each	\$0.00	\$0.00
E.	Management of Ornamental Shrubs, Trees and Landscaped Beds	12	Each	\$51.00	\$612.00
F.	Removal of Trash and Debris from Parking Lots and Walkways	12	Each	\$51.00	\$612.00
LOCATION 20: PARK BENCH AREAS ON PAPER MILL TOTAL				\$159.38	\$1,912.50
GRAND TOTAL				\$312,360.00	
OPTIONAL ITEMS:					
Aeration		1	Sq Ft	0.0125	
Lime Application		1	Sq Ft	0.0450	
Pesticide Application		1	Sq Ft	0.0620	
Fungicide Application		1	Sq Ft	0.0200	
Will vendor hold pricing firm? Renewal Option 1				\$306,120.00	
Will vendor hold pricing firm? Renewal Option 2				\$312,360.00	
Will vendor hold pricing firm? Renewal Option 3				\$318,720.00	
Will vendor hold pricing firm? Renewal Option 4				\$325,224.00	



CITY OF LAWRENCEVILLE CONTRACT/PO CHANGE ORDER

Department: Facilities Change Order #: 1

Project/PO: Landscape Maintenance Annual Contract Change Order Date: 9/15/2021

Contractor/Vendor: Russell Landscape

Reason Codes: **A**-New Requirement, **B**- Unforeseen Condition, **C**- Professional Errors & Omissions, **D**- City Request, **E**- Project Close-out and/or Progress Adjustments not included in Change Order

It is agreed to modify the Contract referred to above as follows:

Item	Reason Code	Item and Description of Change	Change in Contract Amount (Increase/Decrease)
1	D	Pike Place Medians (location 21)	\$4,460.00
2	D	Bicentennial Plaza (location 22)	\$17,595.00
3	D	College Corridor from CSX RR to SR316 (location 23)	\$72,240.00
4	D	Depot Area (parking lot & in front of SlowPour) (location 24)	\$4,020.00
5	D	Gateway Park (25)	\$7,140.00
6	D	Median at Jackson & Atha (26)	\$1,680.00
7	D	Slope/area between stage & SouthLawn (27)	\$3,240.00
8	D	Parking lot – Pike/Culver (28)	\$2,340.00
9	D	Parking Lot – S Clayton, across from City Hall (29)	\$3,600.00
10	D	LPAC – along Pike (30)	\$1,800.00
11	D	Hotel / Parking Deck (31)	\$2,805.00
Net Amount			

A completed Change Order Detail Listing must be attached. If applicable, attach justification memo, proposal, etc.

Original Contract/PO Amount: \$ 318,720.00

Previous Change Order Amount: \$ 0

Amount of Change Order Requested (Increase/Decrease) \$ 120,920.00

New Contract/PO Amount (Including this Change Order) \$ 439,640.00

This contract period provided for completion will be increased/decreased by _____ calendar days. Adjusted completion date is _____, 20____.

This document will become a supplement to the contract and all provisions of the contract will apply hereto.

Requestor _____ Department Director _____ Authorized Approval _____

Areas in Original Bid (Oct 2018)

1.	City Hall
2.	Lawrenceville Public Works Facility
3.	Boulder Creek Coffee - Aurora Theatre - Parking Deck Areas
4.	Historic Courthouse/Downtown Square
5.	Heritage Trail (Beginning on Constitution where Veterans Memorial walkway joins Constitution sidewalk; then east on Constitution, along Luckie to Chestnut; north on Chestnut to Crogan; and east on Crogan to Scenic (SR 124)). Also to include the SW corner of Jackson & E Crogan.
6.	Police Dept.
7.	Lawrenceville Lawn
8.	Cooper Park
9.	Railroad Depot Area (actual Depot building)
10.	Jenkins Park
11.	The Interchange of HWY29 & HWY120 on west side of town (Islands created by the divergence and merge of W. Crogan and W. Pike. including Gordon St)
12.	Gateway #1-Area between Old Buford Drive (SR 20) and new Buford Drive (SR 20) from its intersection with E. Pike to the end of Old SR 20. Also the Island in the middle of SR20 at Pike)
13.	Burson Point
14.	Scenic Highway (SR 124) (Medians only from E. Crogan to Sugarloaf. Also to include the SW corner of the intersection of SR124 & E Crogan; as well as the NE corner of the intersection of E Crogan & the entrance to Rhodes Jordan Park.)
15.	Mahlon Burson Water Treatment Facility
16.	Calaboose Alley
17.	Gateway Interchange at 316/120
18.	Gateway area at intersection of S Perry & S Clayton (2 median islands);
19.	Entrance to Briscoe Field (off Hosea, both sides of the entrance road)
20.	Bench areas along Paper Mill Rd (4 different areas)

Additional areas to be added

21	Pike Place Medians
22	Bicentennial Plaza
23	College Corridor from CSX RR to SR316
24	Depot Area (parking lot & in front of SlowPour)
25	Gateway Park
26	Median at Jackson & Atha
27	Slope/area between stage & SouthLawn
28	Parking lot – Pike/Culver
29	Parking Lot – S Clayton, across from City Hall
30	LPAC – along Pike
31	Hotel / Parking Deck



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, SEPTEMBER 27, 2021

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	False Emergency Services Alarm Ordinance
Department:	Police Department
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	N/A
Presented By:	Frank Hartley, City Attorney
Action Requested:	Approve the False Emergency Services Alarm Ordinance

Summary:

Attachments/Exhibits:

False Alarm Ordinance Sept 13 2021 UPDATE

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ARTICLE 2 (FALSE ALARM) OF CHAPTER 26 (OFFENSES AND MISCELLANEOUS PROVISIONS) OF THE CODE OF THE CITY OF LAWRENCEVILLE, GEORGIA

The City Council of the City of Lawrenceville, Georgia hereby ordains that Article of 2 of Chapter 26 of the Code of the City of Lawrenceville, Georgia is hereby deleted in its entirety and replaced with a new Article 2 which shall read as follows:

ARTICLE II. FALSE EMERGENCY SERVICES ALARM ORDINANCE

Sec. 26-35. Purpose and intent.

- (a) The purpose of this article is to encourage alarm owners and alarm companies to properly use and maintain operational effectiveness of alarm systems in order to improve the reliability of alarm systems and reduce or eliminate false alarms. The City of Lawrenceville finds that excessive false alarms unduly burden the limited resources of the Lawrenceville Police Department.
- (b) This article governs alarm systems intended to summon a public safety department and requires registration, assessment of fees/civil penalties for excessive false alarms, provides procedures for repeat offenders, provides for severability of the parts hereof, and provided an effective date. This article shall apply to calls made to an emergency call center by contracted third parties not physically present at the alarm site.
- (c) This article establishes minimum standards applicable to alarm systems, alarm users and alarm companies as defined herein.

Sec. 26-36. Definitions.

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

Alarm Administrator means a person or persons designated by the city to administer the provisions of this article. Said alarm administrator may be a vendor contracted by the city to administer the provisions of this article.

Alarm company means a person, company, firm, corporation, or other entity which has the contractual agreement with the alarm user and is subject to the licensing requirements, and engaged in selling, leasing, installing, servicing, or monitoring alarm systems; this entity shall be licensed in compliance with city and state rules, regulations, and laws.

Alarm permit means a permit issued to an alarm user by the city allowing the operation of an alarm system within the city.

Alarm signal means a notification to the city that an alarm has been activated at a particular alarm site and that city emergency service is requested.

Alarm site means a single premises or location served by an alarm system or systems. Each tenancy, if severed by a separate alarm system in a multitenant building or complex, shall be considered a separate alarm site.

Alarm system means a device or series of devices, including, but not limited to, hardwired systems and systems interconnected with a radio frequency method such as cellular or private radio signals, which emit or transmit a remote or local audible, visual, or electronic signal indicating an alarm condition and intended to summon a city emergency service response, including local alarm systems. Alarm system does not include an alarm installed in a vehicle or on someone’s person unless the vehicle or the personal alarm is permanently located at a site.

Alarm user means any person, corporation, partnership, proprietorship, governmental or educational entity, or any other entity owning, leasing, or operating an alarm system, or on whose premises an alarm system is maintained for the protection of such premises.

Alarm User Awareness Class means a class conducted for the purpose of educating alarm users about the responsible use, operation, and maintenance of alarm systems and the problems created by false alarms.

Cancellation means termination of response by the Police Department when the alarm company notifies the Police Department that there is not an existing situation at the alarm site requiring emergency services response after an alarm dispatch request. If cancellation occurs within two (2) minutes of dispatch and prior to police arriving at the scene, no penalty will be assessed.

City means the City of Lawrenceville and/or its designee.

Chief of Police means the Chief of Police of the City of Lawrenceville Police Department or his designee.

Compliance Standards means equipment and installation methods shall comply with all appropriate nationally recognized testing laboratories and American National Standards Institute (ANSI) requirements.

Enhanced Call Confirmation (ECC) means an attempt by the alarm system monitoring company to contact the alarm site and/or alarm user by telephone and/or other means, whether or not actual contact with a person is made, to determine whether an alarm signal is

valid before requesting law enforcement response. A second call shall be made to an alternate number provided by the alarm user if the first attempt fails. EXCEPT in case of a fire, panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016 (or current version).

False alarm means an alarm dispatch request, that has generated a city emergency service response, which is canceled, or when no emergency condition is found at the alarm site. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined to have been caused or activated by violent conditions of nature, nor does it include other extraordinary circumstances not reasonably subject to the control by the alarm user. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the alarm company is notified in advance that the alarm system is being tested and no public safety department response is requested by the alarm company.

Local alarm means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not monitored by a remote monitoring facility, whether installed by an alarm company or user.

Permit year means a 12-month period beginning on the day and month on which an alarm permit is issued.

Runaway alarm means an alarm system that produces three (3) or more unfounded alarm signals in a twenty-four (24) hour period. The city emergency services may in its discretion discontinue responses to these alarm signals until the alarm system is corrected.

Sec. 26-37. Alarm permit.

- (a) *Permit required.* No alarm user shall operate, or cause to be operated, a monitored alarm system at its alarm site without a valid alarm permit. A separate alarm permit is required for each alarm site. An annual permit is required for the initial registration and annual renewals. A fee for registration and renewal may be required. Each alarm permit shall be assigned a unique permit number, and the user shall provide the permit number to the alarm company to facilitate law enforcement dispatch. An alarm permit shall expire twelve (12) months from the date of issuance and must be renewed annually by submitting an updated application and permit renewal fee to the City. Failure to renew will be classified as a non-permitted alarm system and additional fees may be assessed. A late fee will be assessed if the renewal is more than thirty (30) days late. An alarm permit cannot be transferred to another person or alarm site. An alarm user shall inform the City of any change that alters any of the information listed on the alarm permit application within ten (10) business days of such change.
- (b) *Application.* The permit shall be requested on an application form provided by the City. An alarm user has the duty to obtain an application from the City within five (5)

business days of the alarm system installation or an alarm system transfer. The completed application shall be filed with the City within ten (10) business days of the alarm system installation or an alarm system transfer.

- (c) *Transfer of possession.* An alarm permit cannot be transferred to another person or alarm site. When the possession of the premises at which an alarm system is maintained is transferred, the person (user) obtaining possession of the property shall file an application for an alarm permit within ten (10) business days of obtaining possession of the property.
- (d) *Multiple alarm systems.* If an alarm user has one or more alarm systems protecting two or more separate structures having different addresses and/or tenants, a separate permit shall be required for each structure and/or tenant.
- (e) *Confidentiality.* In the interest of public safety, all information contained in and gathered through the alarm permit applications and applications for appeals shall be held in confidence by all employees or representatives of the city and by any third-party administrator or employees of a third-party administrator with access to such information to the maximum extent permitted by Georgia law.

Sec. 26-38. Duties of the alarm user.

- (a) Maintain the premises and the alarm system in a method that will reduce or eliminate false alarms.
- (b) Respond or cause a representative to respond to the alarm system's location within thirty (30) minutes when notified by city emergency services.
- (c) Not manually activate an alarm for any reason other than an occurrence of an event that the alarm system was intended to report.
- (d) An alarm user must obtain a new permit and pay any associated fees if there is a change in address or ownership of the location of the alarm-system.
- (e) It shall be unlawful to install, maintain, or use an audible alarm system which can sound continually for more than fifteen (15) minutes.
- (f) An alarm user shall not use automatic voice dialers.
- (g) It shall be unlawful to activate an alarm system for the purpose of summoning law enforcement when no burglary, robbery, or other crime dangerous to life or property is being committed or attempted on the premises, or otherwise to cause a false alarm.

- (h) Alarmed locations are subject to fees for services, as established by the city council, depending on the number of false alarms within the preceding twelve (12) month period.
- (i) An alarm user shall notify the City of any special or dangerous conditions present at the alarm site.

Sec. 26-39. Duties of the alarm company.

- (a) Any person engaged in the alarm business in the city shall comply with the following:
 - (1) Obtain and maintain the required state, county and/or city license(s).
 - (2) Provide name, address, and telephone numbers of the alarm company license holder or a designee who can be called in an emergency, 24 hours a day; and be able to respond to an alarm call, when notified, within a reasonable amount of time.
 - (3) Be able to provide the most current contact information for the alarm user; and to contact a key holder for a response, if requested.
 - (4) Provide new and cancelled alarm sites in the format required by the City every thirty (30) days or upon request by the City.
 - (5) An alarm installation company and/or monitoring company that purchases alarm system accounts from another person shall notify the City of such purchase and provide details as may be requested by the City.
- (b) Prior to activation of the alarm system, the alarm company must provide instructions explaining the proper operation of the alarm system to the alarm user. Ensure that all alarm users of alarm systems equipped with a duress, holdup, or panic alarm are given adequate training as to the proper use of the duress, holdup, or panic alarm.
- (c) After completion of the installation of an alarm system, the alarm company employee shall review with the alarm user the false alarm prevention checklist (Appendix A) or an equivalent checklist approved by the City. The alarm company employee shall complete, sign and date the false alarm prevention checklist and maintain a copy for a period of two (2) years.
- (d) An alarm company performing monitoring services shall:
 - (1) Attempt to confirm, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone confirmation shall require, as a minimum that a second call also known as Enhanced Call Confirmation (ECC), be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, EXCEPT in

case of a fire, panic or robbery-in-progress alarm or in cases where a crime-in-progress has been verified as defined in ANSI/CSAA CS-V-01-2016 (or current version).

- (2) Provide alarm user registration number to the communications center to facilitate dispatch and/or cancellations.
- (3) Communicate any available information about the location of the alarm.
- (4) Communicate a cancellation to the law enforcement communications center as soon as possible following a determination that response is unnecessary.
- (5) Maintain for a period of at least one (1) year from the date of the alarm dispatch request, records relating to the alarm dispatch. Records must include name, address and telephone number of the alarm user, the alarm system zones activated, the time of alarm dispatch request and evidence of an attempt to verify the alarm. The alarm administrator may request copies of such records for individually name alarm users. If the request is made, the alarm monitoring company shall provide requested information within (10) business days of receiving the request.

Sec. 26-40. Enforcement provisions.

- (a) *Excessive false alarms/Failure to register.* All fees and penalties are set by the city council and must be paid before an alarm permit may be issued or renewed. An alarm user shall be subject to fees or penalties, depending on the number of false alarms within any twelve-month period. Any person operating a non-permitted alarm system will be subject to a penalty for each false alarm in addition to any other fees or penalties.
- (b) All fees and penalties are due within thirty (30) days of notification.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

(c) *Fee Schedule.*

(1) Non-residential Fee Schedule.

Alarm System Permit Fee:	\$0.00
Alarm System Annual Renewal Fee:	\$0.00
Late Fee after 30 days	\$25.00

False Alarm Fees

1 st alarm	\$No Charge
2 nd alarm	\$50.00
3 rd alarm	\$200.00
4 th alarm and subsequent	\$400.00

Any false alarm occurring without a valid alarm permit will be assessed in addition to the false alarm fee an additional \$100.00 for each false alarm.

Late fee for payment after 30 days	\$25.00
Appeal Hearing Fee*	\$25.00 plus assessed fee
*(Fee and fine shall be refunded in its entirety if appeal is upheld)	

(2) Residential Fee Schedule.

Alarm System Permit Fee:	\$0.00
Alarm System Annual Renewal Fee:	\$0.00
Late Fee after 30 days	\$0.00

False Alarm Fees

1 st alarm	\$No Charge
2 nd alarm	\$No Charge
3 rd alarm	\$25.00
4 th alarm and subsequent	\$100.00

Late fee for payment after 30 days	\$25.00
Appeal Hearing Fee*	\$25.00 plus assessed fee
*(Fee and fine shall be refunded in its entirety if appeal is upheld)	

(d) The response to any alarm signal at any alarm site located within the City shall cause the automatic registration of the alarm system located at said address.

Sec. 26-41. Appeals.

(a) *Appeals process.* Assessments of fees, civil penalties, or other enforcement decisions made under this article may be appealed by filing a written notice of appeal with the Records Division of the Lawrenceville Police Department within ten (10) business days after the date of notification of the assessment or other enforcement decision. The written notice of appeal shall contain the reason for the appeal, the permit

number, the name of the permit holder, the name of the alarm company, and any other pertinent information relevant to the case. The failure to give notice of appeal within the required time frame shall constitute a waiver of the right to contest the assessment or other enforcement decision. The Chief of Police shall designate a hearing officer from the police department to hear appeals under this article. The hearing officer shall render a decision within five (5) business days and give written notification of the decision. The hearing officer's decision may be appealed to the Chief of Police by filing a written notice of appeal with the Records Division of the Lawrenceville Police Department within ten (10) business days of the date of the hearing officer's decision. The decision of the chief of police is subject to review by the Superior Court of Gwinnett County by a proceeding in the nature of writ of certiorari.

- (b) *Appeal standard.* The hearing officer shall review an appeal using a preponderance of the evidence standard. Notwithstanding a determination that the preponderance of the evidence supports the assessment or other enforcement action(s), the hearing officer shall have the discretion to dismiss or reduce the assessment or reverse any other enforcement action(s) where warranted.
- (c) *Responsibility for fees/costs.* In the event the appeal is not upheld, the owner or alarm company shall also be responsible for any fee assessed to reimburse the city for any costs incurred in hearing an appeal under this article.

Sec. 26-42. Confidentiality, immunity, and severability.

- (a) *Confidentiality.* To the extent allowed by law, information gathered as part of the alarm registration process or contained in any application for a permit will be held in confidence by the city.
- (b) *Governmental immunity.* Alarm registration is not intended to, nor will it, create a contract, duty, or obligation, either express or implied, of response. Any and all liability and consequential damages resulting from the failure to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm system registration or permit, the alarm user acknowledges that the police department response may be influenced by various factor including, without limitation, the availability of units to respond, staffing levels, priority of calls, emergency conditions, traffic conditions, weather conditions, and prior response history.
- (c) *Severability.* The provisions of this article are severable. If a court determines that a word, phrase, clause, sentence, paragraph, subsection, section, or other provision is invalid or that the application of any part of the provision to any person or circumstance is invalid, the remaining provisions and the application of those provisions to other persons or circumstances are not affected by that decision.

Secs. 26-43—26-68. – Reserved.

IT IS SO ORDAINED this _____ day of September, 2021.

David R. Still, Mayor

Attest:

Karen Pierce, City Clerk

(Appendix A)

City of Lawrenceville Alarm Installation
Customer Checklist

Yes No

___ ___ 1. I have been made aware of the applicable alarm ordinance and I will comply with its requirements.

___ ___ 2. I understand it is my responsibility to prevent false alarms. I understand it is critical and my responsibility to assure that anyone who has a key to the premises and all users of the alarm system (such as residents, employees, guests, cleaning people, and repair people) are trained on the proper use of the system.

___ ___ 3. I understand that there is a 7-day no dispatch period for intrusion alarms, excluding panic, duress, and holdup signals. During this time the alarm monitoring station will have no obligation to and may not respond to any alarm signal from an alarm site. The alarm monitoring company may not make an alarm dispatch request to law enforcement even if the alarm signal is the result of an actual alarm event.

___ ___ 4. I have been trained in the proper operation of the system. I have been given an operating sheet summarizing the proper use of the system, as well as the security system operating manual.

___ ___ 5. I know how to turn off motion detectors while leaving other sensors on. (Residential Only)

___ ___ 6. I know how to test the system, including the communication link with the monitoring center.

___ ___ 7. I understand that my entry time is _____ and my exit time is _____.

___ ___ 8. I have the alarm company phone number to request repair service or to ask questions about the alarm system.

___ ___ 9. I know how to cancel an accidental alarm activation. I have the system cancellation code or code word.

___ ___ 10. I understand that indoor pets can cause false alarms. I will contact my alarm company to adjust the system if I acquire any additional indoor pets.

___ ___ 11. I understand that the main control panel and transformer are in _____.

___ ___ 12. I have received an alarm sheet, which describes how the alarm company will communicate with me in the event of various alarm signals.

___ ___ 13. I understand the importance of:

- keeping my emergency contact information updated and I know how to do this;
- immediately advising the alarm company if my phone number changes (including area code); and
- immediately advising the alarm company of any other changes to my telephone service such as call waiting or a fax line.

___ ___ 14. I will advise the alarm company if I do any remodeling (such as painting, moving walls, doors, or windows).

___ ___ 15. I understand that certain building defects (such as loose-fitting doors or windows, rodents, inadequate power, and roof leaks) can cause false alarms. I will correct these defects as I become aware of them.

___ ___ 16. The alarm company has given me written false alarm prevention techniques to help me prevent false alarms.

___ ___ 17. I understand that if I utilize special telephone features, such as call waiting, DSL or VoIP, my alarm system may not communicate properly with the central monitoring station and dispatch may not occur.

Comments: _____

ALARM COMPANY

CUSTOMER

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: WORK SESSION, SEPTEMBER 15, 2021

AGENDA CATEGORY: DISCUSSION

Item: Downtown Square Alleyway Name

Department: Community Relations

Date of Meeting: Wednesday, September 15, 2021

Fiscal Impact: N/A

Presented By: Chuck Warbington, City Manager

Action Requested: Naming the alleyway

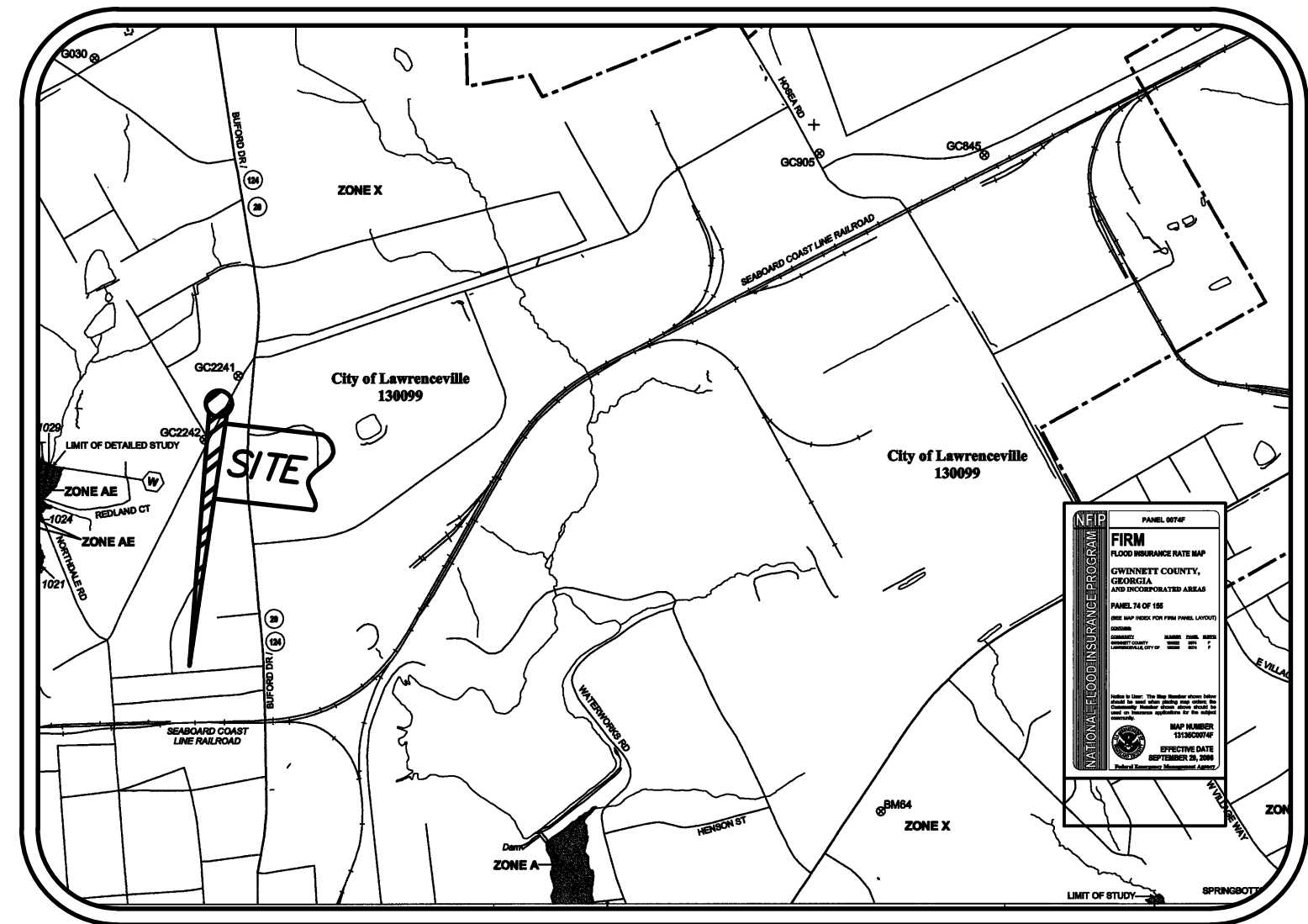
Attachments/Exhibits:

North Perry Street Alleyway
Shoe Horn Alley - Perspective View

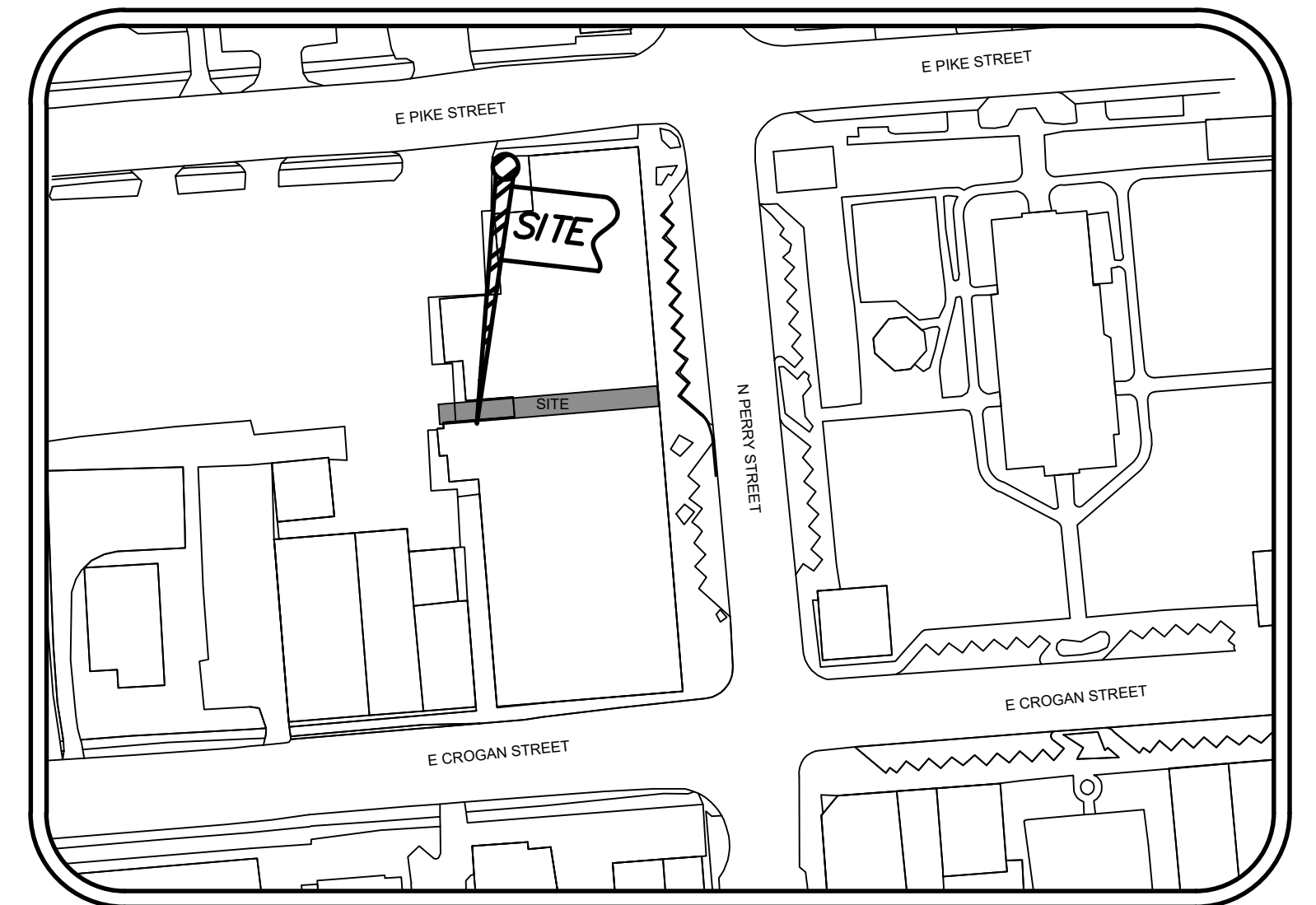


S I T E D E V E L O P M E N T P L A N S

CITY OF LAWRENCEVILLE NORTH PERRY STREET ALLEY



FIRM PANEL
N.T.S.



VICINITY MAP
N.T.S.

Sheet List Table	
Sheet Number	Sheet Title
C0.0	COVER SHEET
C1.0	BASE SURVEY
C2.0	SITE PLAN
C3.0	GRADING PLAN
C4.0	UTILITY PLAN
C5.0	LIGHTING PLAN
C6.0	LIGHTING SUPPORT PLAN
C7.0	CONSTRUCTION DETAILS
C7.1	CONSTRUCTION DETAILS

UTILITY DISCLAIMER

EXISTING UTILITY LINES SHOWN ARE APPROXIMATE LOCATIONS ONLY. CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITY LINE LOCATIONS PRIOR TO ANY CONSTRUCTION. ANY DEVIATIONS FROM THE DESIGN LOCATIONS SHALL BE REPORTED TO THE PROJECT ENGINEER PRIOR TO CONSTRUCTION. DAMAGE TO EXISTING UTILITY LINES RESULTING FROM CONTRACTOR NEGLIGENCE SHALL BE REPAIRED AT CONTRACTOR EXPENSE.

OBSTRUCTIONS ENCOUNTERED

IN ADDITION TO SHOWING THE STRUCTURES TO BE BUILT FOR THIS PROJECT, THE DRAWINGS SHOW CERTAIN INFORMATION OBTAINED BY THE ENGINEER REGARDING THE PIPES, POLE LINES, CONDUITS AND OTHER STRUCTURES WHICH EXIST ALONG THE LINE OF THE WORK, BOTH AT AND BELOW THE SURFACE OF THE GROUND. THE ENGINEER AND THE OWNER EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION GIVEN ON THE DRAWINGS WITH REGARD TO EXISTING STRUCTURES, AND THE CONTRACTOR WILL NOT BE ENTITLED TO ANY EXTRA COMPENSATION ON ACCOUNT OF INACCURACY OR INCOMPLETENESS OF SUCH INFORMATION. SAID STRUCTURES BEING INDICATED ONLY FOR THE CONVENIENCE OF THE CONTRACTOR, WHO MUST VERIFY THE INFORMATION TO HIS OWN SATISFACTION. THE GIVING OF THIS INFORMATION UPON THE CONTRACT DRAWINGS WILL NOT RELIEVE THE CONTRACTOR OF HIS OBLIGATION TO SUPPORT AND PROTECT ALL PIPES, CONDUITS, AND OTHER STRUCTURES WHICH MAY BE ENCOUNTERED DURING THE CONSTRUCTION OF WORK, AND TO MAKE GOOD ALL DAMAGES DONE TO SUCH PIPES, CONDUITS, AND OTHER STRUCTURES, AS PROVIDED IN THESE SPECIFICATIONS. THE CONTRACTOR SHALL LOCATE ALL UNDERGROUND OBSTRUCTIONS PRIOR TO EXCAVATION SO AS TO PREVENT DAMAGE TO THOSE SERVICES OR OTHER UTILITIES. ANY SUCH DAMAGES MUST BE REPAIRED WITHOUT DELAY AND THE COST OF SUCH REPAIRS SHALL BE PAID FOR BY THE CONTRACTOR.

CONTRACTORS SHALL CONDUCT ALL WORK IN ACCORDANCE WITH THE REQUIREMENTS OF APPLICABLE REGULATIONS OF THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA) AND ALL LOCAL, STATE AND FEDERAL RULES AND REGULATIONS. PROPER SAFETY PROCEDURES ARE OF SPECIAL CONCERN ON THIS PROJECT CONSIDERING THAT WORKERS WILL BE IN OPEN TRENCHES FOR A PORTION OF THE SCOPE OF WORK THIS SITE.

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

WETLAND CERTIFICATION

THE DESIGN PROFESSIONAL, WHOSE SEAL APPEARS HEREON, CERTIFIES THE FOLLOWING: 1) THE NATIONAL WETLAND INVENTORY MAPS HAVE BEEN CONSULTED; AND, 2) THE APPROPRIATE PLAN SHEET DOES (X) / DOES NOT () INDICATE AREAS OF THE UNITED STATES ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS AS SHOWN ON THE MAPS; AND, 3) IF WETLANDS ARE INDICATED, THE LAND OWNER OR DEVELOPER HAS BEEN ADVISED THAT LAND DISTURBANCE OF PROTECTED WETLANDS SHALL NOT OCCUR UNLESS THE APPROPRIATE FEDERAL WETLANDS ALTERATION (SECTION "404") PERMIT HAS BEEN OBTAINED.

NOTES

1. THERE IS NO FLOODPLAIN ON THIS PROPERTY FROM A WATER COURSE WITH A DRAINAGE AREA EXCEEDING 100 ACRES PER FIRM PANEL13135C0074F, EFFECTIVE SEPTEMBER 26, 2006.
2. THE PROJECT PROPERTY DOES NOT INDICATE AREAS OF UNITED STATES ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
3. A 50-FOOT UNDISTURBED BUFFER AND 75-FOOT IMPERVIOUS SETBACK SHALL BE MAINTAINED ADJACENT TO ALL STREAMS.
4. CONTRACTOR MUST CONTACT JOHANNES LOUW, ASSISTANT CITY ENGINEER, AT 678-618-2839 TO SCHEDULE A PRE-CONSTRUCTION MEETING PRIOR TO ANY LAND DISTURBING ACTIVITY.
5. PHASE I EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY LAND DISTURBING ACTIVITY.
6. ALL REQUIRED PERMIT FEES AS SET AND OUTLINED BY THE CITY OF LAWRENCEVILLE CITY COUNCIL PER ZONING ORDINANCE ARTICLE XII SECTION 12.1 MUST BE PAID PRIOR TO THE ISSUANCE OF ANY PERMIT.
7. PERMITS MAY ONLY BE ISSUED TO AND IN THE NAME OF STATE OF GEORGIA LICENSED GENERAL CONTRACTORS PER O.C.G.A. 43-41.
8. ONCE THE PERMIT IS ISSUED FEES ARE NON-REFUNDABLE AND NON-TRANSFERABLE.



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UTILITY NOTES

1. a). CONTRACTOR TO COORDIATE WITH GWINNETT COUNTY DWR FOR WORK NECESSARY TO ADJUST WATER SERVICE 678-376-6700.
b). CITY OF LAWRENCEVILLE ELECTRICAL DEPARTMENT COORDINATION WILL BE WITH MICHAEL TATUM AT 770-277-7449.
c). CITY OF LAWRENCEVILLE GAS DEPARTMENT COORDINATION WILL BE WITH MIKE BRANDENBURG AT 678-878-0026.
2. CONTRACTOR WILL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DURING CONSTRUCTION AND MUST COMPLY WITH ALL CITY REQUIREMENTS.

NOTE

CONTRACTOR TO COORDINATE WITH CITY OF LAWRENCEVILLE TO SHUT DOWN ALL PEDESTRIAN TRAFFIC ON SIDEWALK DURING CONSTRUCTION.

OWNER / DEVELOPER

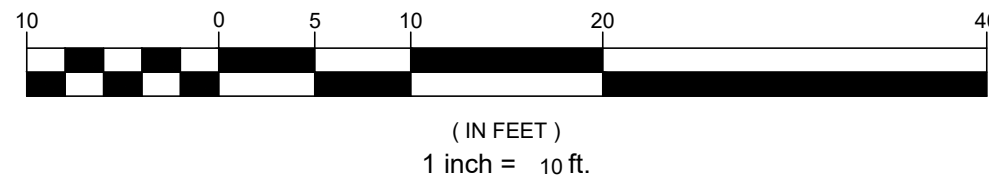
CITY OF LAWRENCEVILLE
435 W. PIKE STREET
LAWRENCEVILLE, GA 30046
CONTACT: JOHANNES LOUW
PHONE: 678-618-2839
EMAIL: JOHANNES.LOUW@LAWRENCEVILLEGA.ORG

ENGINEER

PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GA 30046
CONTACT: DAVID LEONARD
PHONE: 770-338-8000
EMAIL: 063DL@PPI.US

PROJECT DATE: 07/08/2021

7/8/21	1	ISSUED FOR CITY REVIEW
DATE	No.	DESCRIPTION

[illegible]

INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND THE LOCATION AND STRUCTURES NOT SHOWN MAY BE OMITTED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY EXPLICITLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.



123 ANYSTREET
ANYTOWN, GEORGIA 123456

TAX PARCEL:
ZONING:
ZONING INFORMATION TAKEN FROM GWINNETT COUNTY ZONING MAPS.

DEED

OTHERS AS NOTED ON SURVEY

ALL DEED & PLAT REFERENCES SHOWN HEREON ARE RECORDED IN THE
CLERK OF SUPERIOR COURT'S OFFICE OF GWINNETT COUNTY, GEORGIA.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THE TITLE RESEARCH PERFORMED IN THE PREPARATION OF THIS SURVEY IS LIMITED TO THE INFORMATION NECESSARY TO RETRACE THE BOUNDARY LINES OF THE SUBJECT PROPERTY AND THE ADJOINERS. THIS SURVEY DOES NOT CONSTITUTE A TITLE EXAMINATION BY THE SURVEYOR. MATTERS OF RECORD WHICH AFFECT THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.

1.) ALL AREA INCLUDES EASEMENTS WITHIN

- 1) 12/REBAR WITH YELLOW PLASTIC CAP, LABELED PPI PROPERTY CORNER LSF 31 SET AT ALL PROPERTY CORNERS AS DENOTED IPS, UNLESS OTHERWISE NOTED.
- 3) THE CERTIFICATION, AS SHOWN HEREON, IS PURELY A STATEMENT OF PROFESSIONAL OPINION BASED ON KNOWLEDGE, INFORMATION AND BELIEF, AND BASED ON EXISTING FIELD EVIDENCE AND DOCUMENTARY EVIDENCE. THE CERTIFICATION IS NOT AN EXPRESSED OR IMPLIED WARRANTY OR GUARANTEE.
- 4) THIS SURVEY COMPLIES WITH BOTH THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND THE OFFICIAL CODE OF GEORGIA ANNOTATED (OCCA) 15-6-67 AS AMENDED BY HB1004 (2016), IN THAT WHERE A CONFLICT EXISTS BETWEEN THE TWO SETS OF SPECIFICATIONS, THE REQUIREMENTS OF LAW SHALL PREVAIL.

A TRIMBLE S6 ROBOTIC TOTAL STATION & A CHAMPION TKO GNSS ROVER, CONNECTED TO THE eGPS GNSS REAL TIME NETWORK WAS USED TO OBTAIN THE LINEAR & ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE
PRECISION OF ONE FOOT IN XXX,XXX & AN ANGULAR ERROR OF X SECONDS
PER ANGLE POINT & WAS ADJUSTED USING LEAST SQUARES.

THE FIELD SURVEY WAS COMPLETED ON

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE & IS ACCURATE WITHIN
ONE FOOT IN XXX,XXX FEET.

HORIZONTAL & VERTICAL DATUM:

HORIZONTAL: NORTH AMERICAN DATUM OF 1983(2011) GEORGIA STATE PLANE, FEET ZONE 12
VERTICAL: NORTH AMERICAN VERTICAL DATUM OF 1988. ORTHOMETRIC HEIGHTS WERE COMPUTED USING GEOID 12B.
UNIT OF MEASUREMENTS IS U.S. SURVEY FOOT.
DISTANCES SHOWN ARE HORIZONTAL AT GROUND LEVEL.
THE DATUMS FOR THIS SURVEY WERE ESTABLISHED UTILIZING GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) BASED ON POSITIONAL VALUES FOR THE VERTICAL REFERENCE STATION NETWORK (VRS) PROVIDED BY eGPS SOLUTIONS.

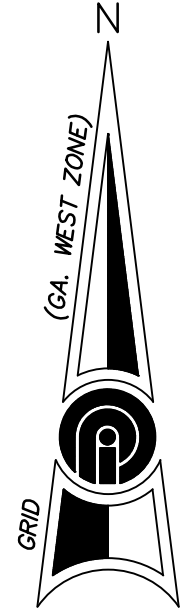
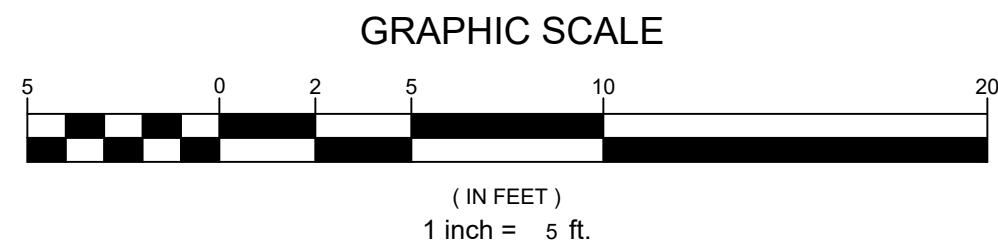
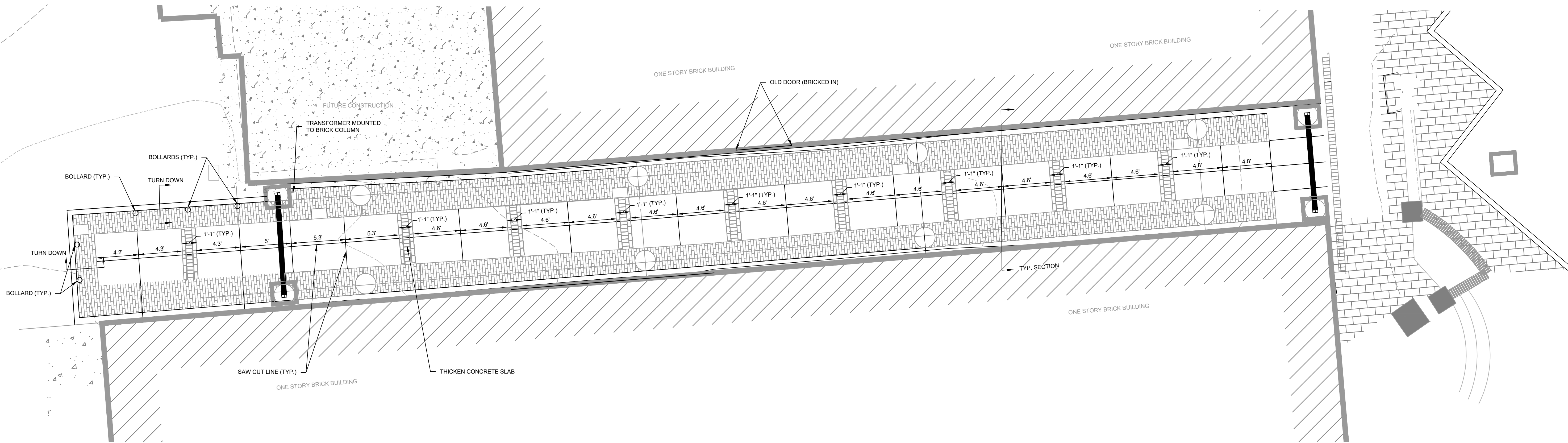
BY GRAPHICAL PLOTTING ONLY, NO PORTION OF THE SURVEYED AREA LIES
WITHIN A 100 YEAR FLOOD HAZARD AREA PER FIRM PANEL XXXXXXXXXXXX,
DATED MARCH 4, 2013.

THIS OPINION IS NOT A CERTIFICATION OF FLOOD HAZARD STATUS, BUT IS AN INTERPRETATION OF THE REFERENCED MAP AND PUBLIC DATA. IF THE EXACT LOCATION OF ELEVATION(S) OF FLOOD HAZARD BOUNDARIES ARE NECESSARY, A MORE DETAILED STUDY MAY BE NEEDED. THIS FIRM ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE ACCURACY OF THE ABOVE REFERENCED MAP OR PUBLIC DATA.

Page 98

FILE PATH: E:\PROJECTS\2021\12\075\LD-ALLEY ON NORTH PERRY STREET\DWG\CONCEPT DWG - BONNIE ROSSER

PLOT DATE: 7/7/2021 2:39 PM



ENGINEER
PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GA 30046
CONTACT: DAVID LEONARD
PHONE: 770-338-8000
EMAIL: 063DL@PPI.US

OWNER / DEVELOPER
CITY OF LAWRENCEVILLE
435 W. PIKE STREET
LAWRENCEVILLE, GA 30046
CONTACT: JOHANNES LOUW
PHONE: 678-618-2839
EMAIL: JOHANNES.LOUW@LAWRENCEVILLEGA.ORG

DATE		NO.		DESCRIPTION	

07/08/2021
DATE

R21-075
PPI PROJECT NO.

C2.0

SHEET TITLE		CHECKED	

SITE LAYOUT		DRAWN	

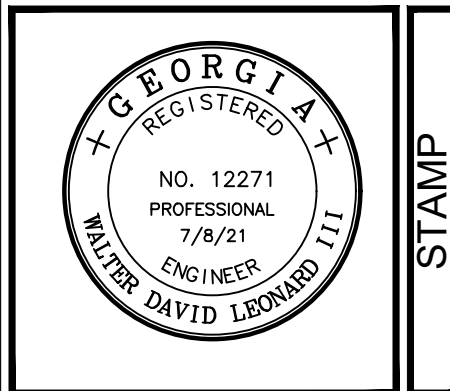
**NORTH PERRY STREET
ALLEY**

Land Lot 146, District 5, Parcel 5148D035
North Perry Street
Lawrenceville, GA 30046

PRECISION
Planning Inc.

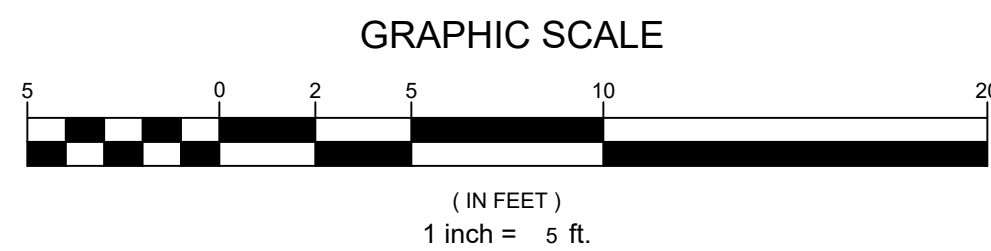
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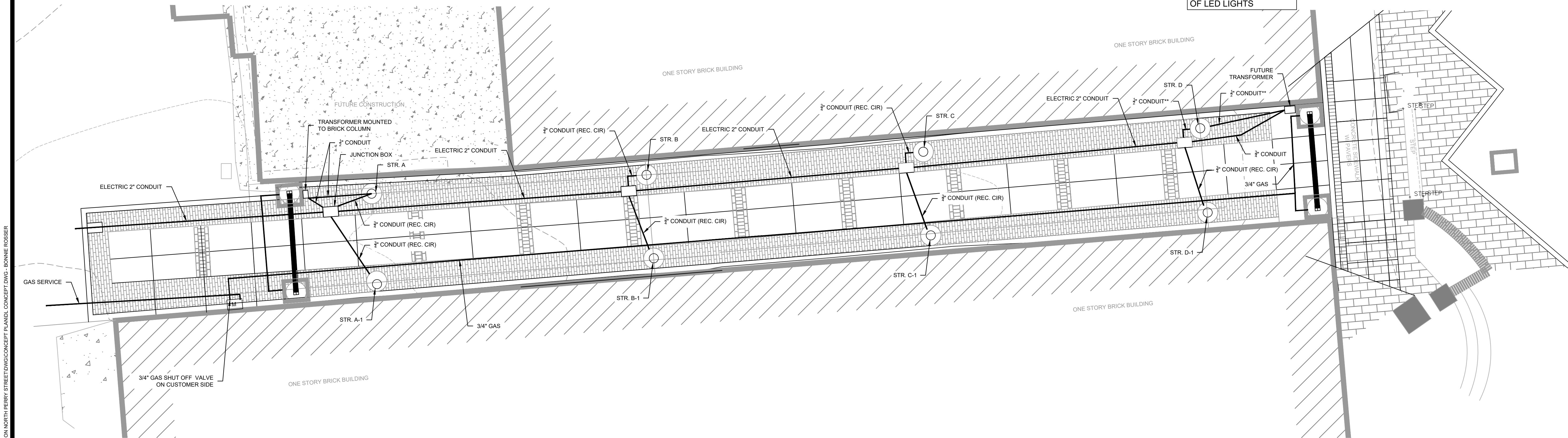
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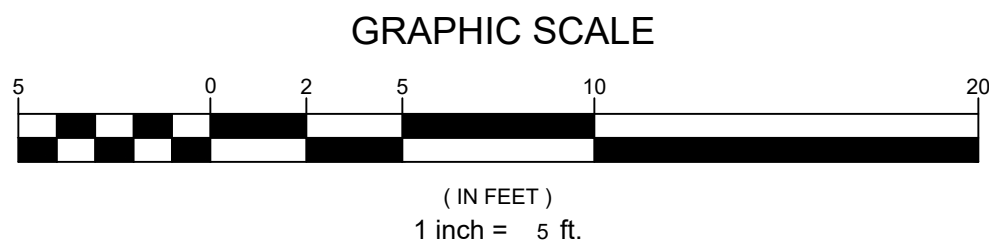
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NORTH PERRY STREET ALLEY Land Lot 146, District 5, Parcel 5146D035 North Perry Street Lawrenceville, GA 30046			
GRADING PLAN			
SHEET TITLE			
DESIGN		DRAWN	
DL		BR	
DL		CHECKED	
DL		DL	
RELEASE			
07/08/2021			
DATE			
R21-075			
PPI PROJECT NO.			
C3.0			

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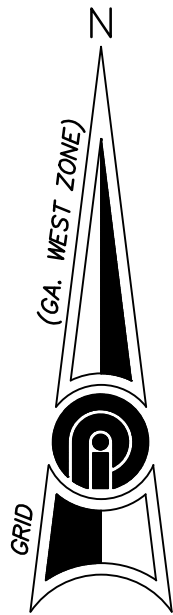
** THIS CONDUIT IS FOR FUTURE CONNECTION OF LED LIGHTS



- NOTE:
1. EACH LIGHT STRUCTURE TO HAVE A REC. CIRCUIT AT THE BASE.
 2. STRUCTURE A TO HAVE BOTH REC. CIRCUIT (AT BASE) AND LED CIRCUIT (AT TOP).
 3. STRUCTURE D TO HAVE FUTURE LED CIRCUIT AT TOP AND WILL HAVE REC. CIRCUIT AT BASE.

ENGINEER
PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GA 30046
CONTACT: DAVID LEONARD
PHONE: 770-338-8000
EMAIL: 063DL@PPI.US

OWNER / DEVELOPER
CITY OF LAWRENCEVILLE
435 W. PIKE STREET
LAWRENCEVILLE, GA 30046
CONTACT: JOHANNES LOUW
PHONE: 678-618-2839
EMAIL: JOHANNES.LOUW@LAWRENCEVILLEGA.ORG



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7/8/21
ENGINEER
DAVID LEONARD

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**NORTH PERRY STREET
ALLEY**

Land Lot 146, District 5, Parcel 5148D035
North Perry Street
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UTILITY PLAN

SHEET TITLE	CHECKED	DL
DESIGN	BR	DL

DATE	NO.	DESCRIPTION
07/08/2021		

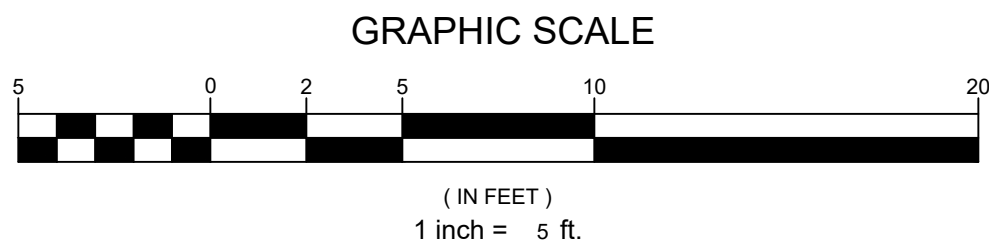
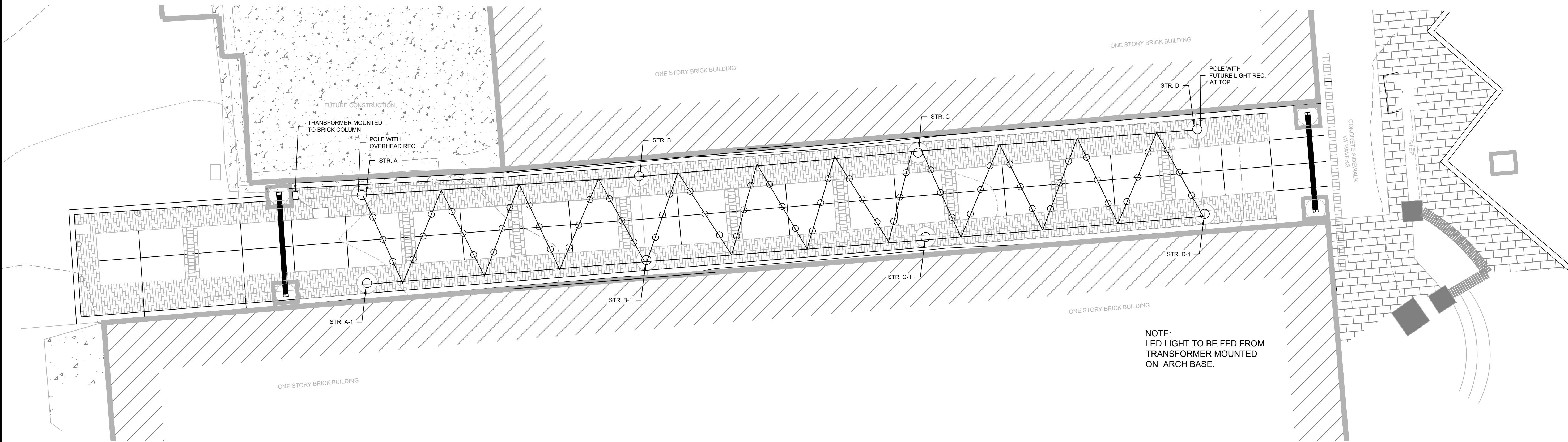
R21-075
PPI PROJECT NO.

C4.0

RELEASE

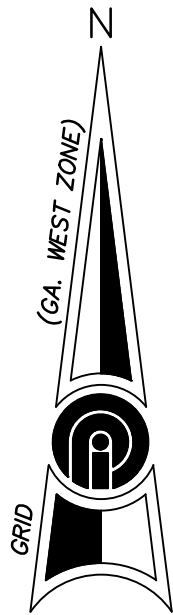
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NOTE:
ADDITIONAL LIGHT WILL NEED TO HAVE
ADDITIONAL TRANSFORMER.

TOTAL NUMBER OF LIGHTS: 63



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PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GA 30046
CONTACT: DAVID LEONARD
PHONE: 770-338-8000
EMAIL: 063DL@PPI.US

OWNER / DEVELOPER
CITY OF LAWRENCEVILLE
435 W. PIKE STREET
LAWRENCEVILLE, GA 30046
CONTACT: JOHANNES LOUW
PHONE: 678-618-2839
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**NORTH PERRY STREET
ALLEY**

Land Lot 146, District 5, Parcel 5148D035
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LIGHTING PLAN

SHEET TITLE	
DESIGN	DL
DRAWN	BR
CHECKED	DL

DATE	NO.	DESCRIPTION

RELEASE

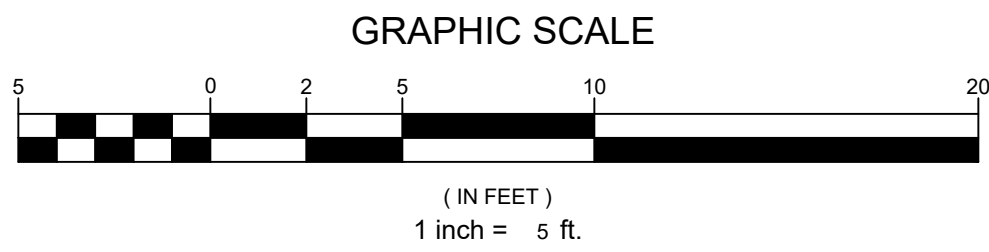
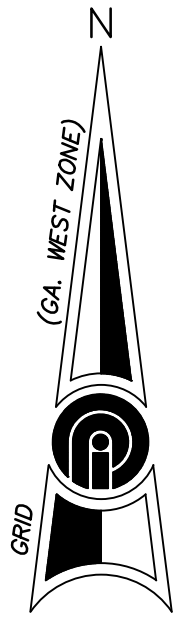
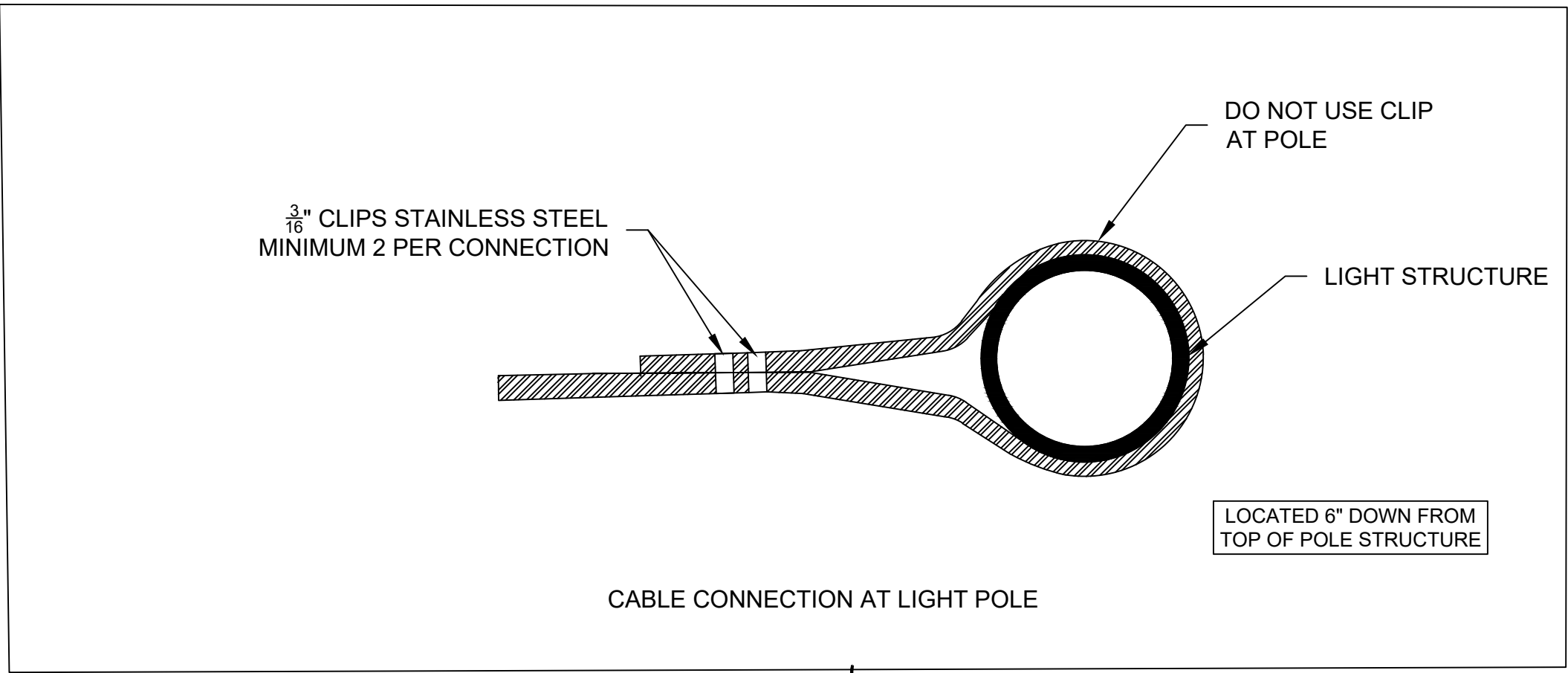
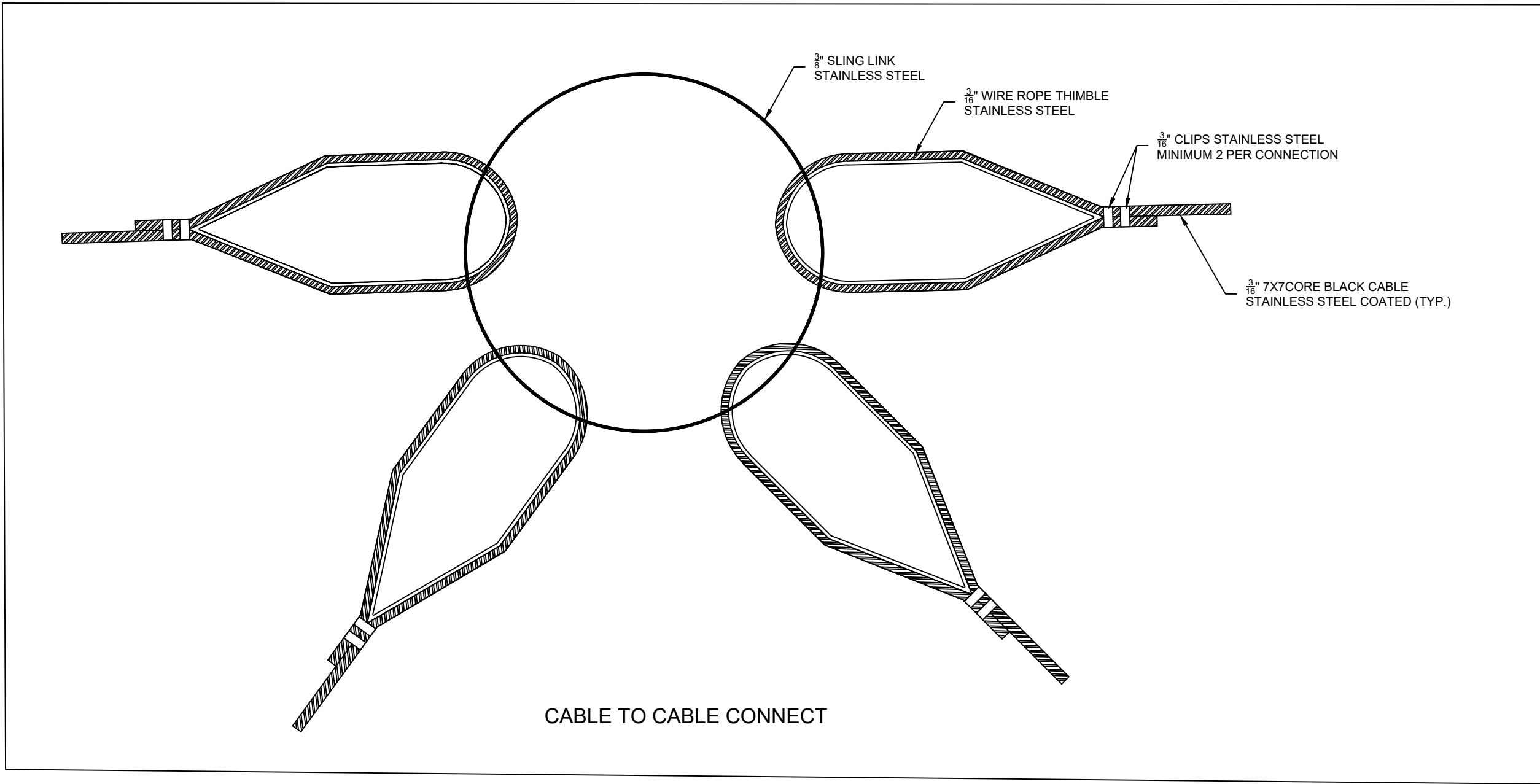
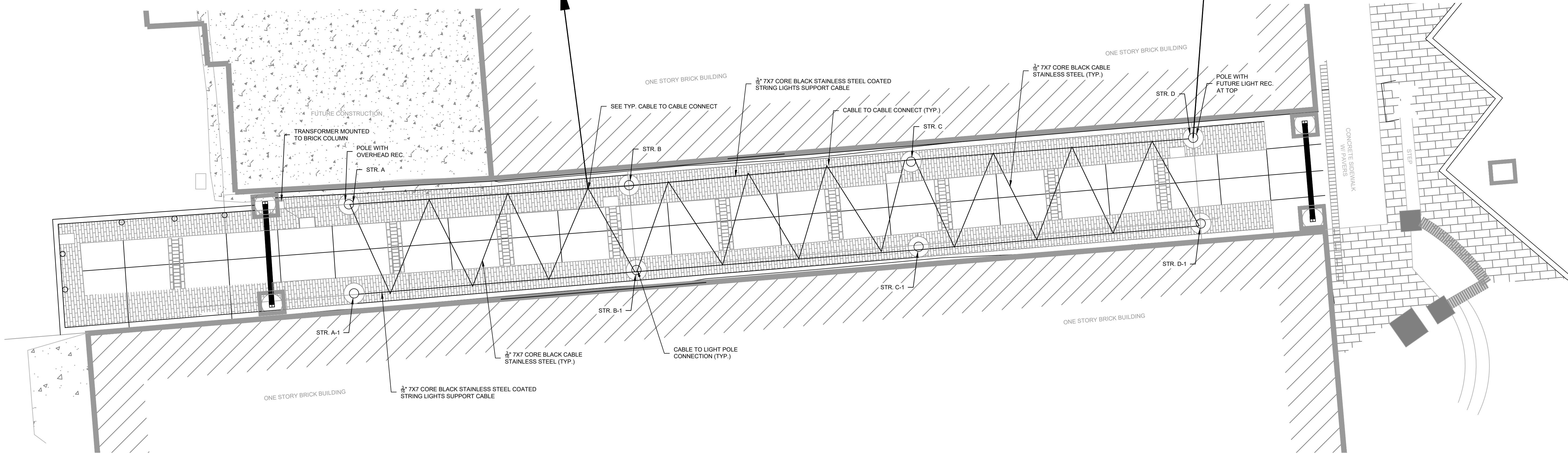
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DATE

R21-075
PPI PROJECT NO.

C5.0

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ENGINEER
PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GA 30046
CONTACT: DAVID LEONARD
PHONE: 770-338-8000
EMAIL: 063DL@PPI.US

OWNER / DEVELOPER
CITY OF LAWRENCEVILLE
435 W. PIKE STREET
LAWRENCEVILLE, GA 30046
CONTACT: JOHANNES LOUW
PHONE: 678-618-2839
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**NORTH PERRY STREET
ALLEY**

Land Lot 146, District 5, Parcel 5148D035
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**LIGHT SUPPORT
PLAN**

SHEET TITLE	
DESIGN	DL
DRAWN	BR
CHECKED	DL

DATE	NO.	DESCRIPTION

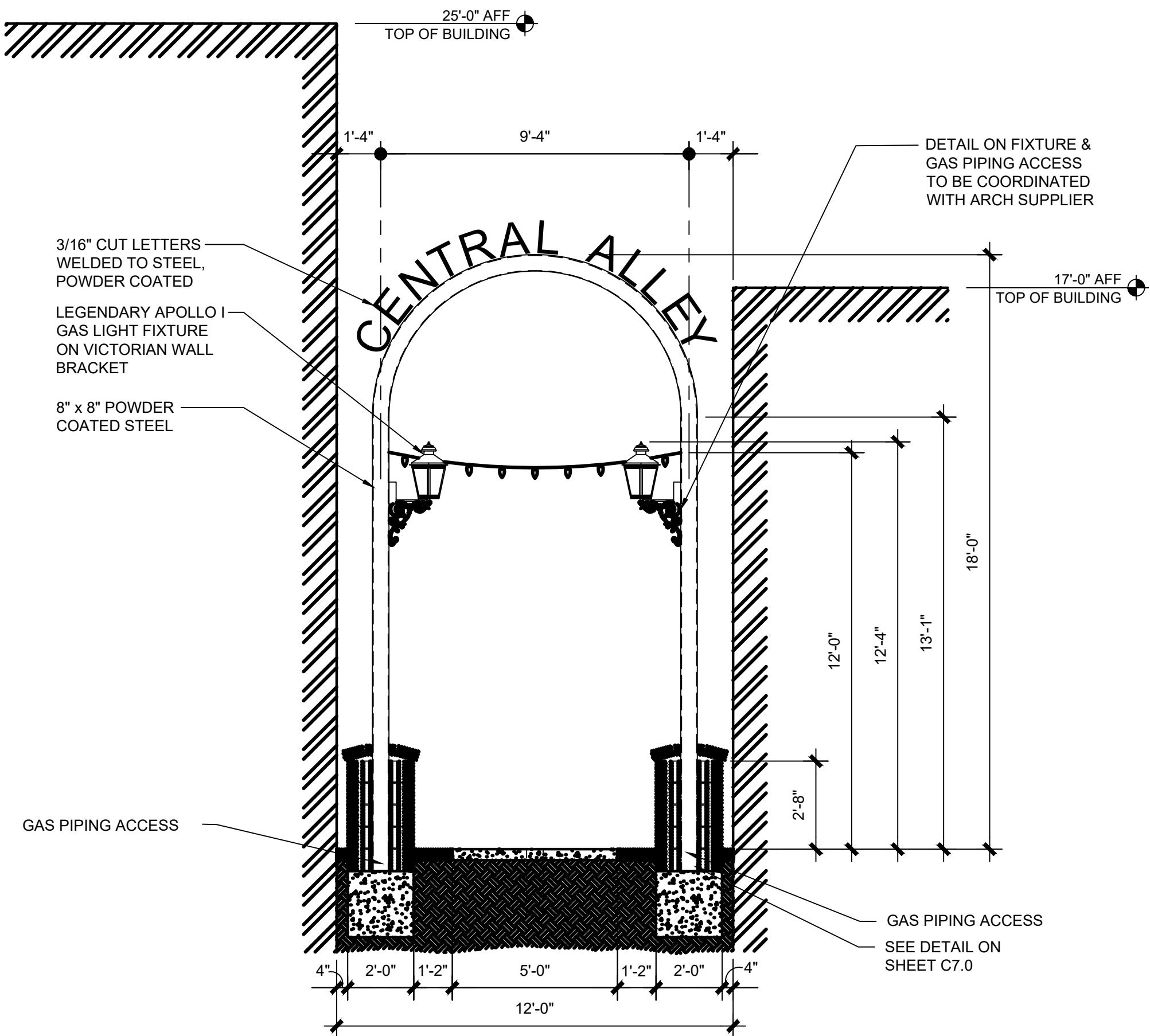
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07/08/2021
DATE

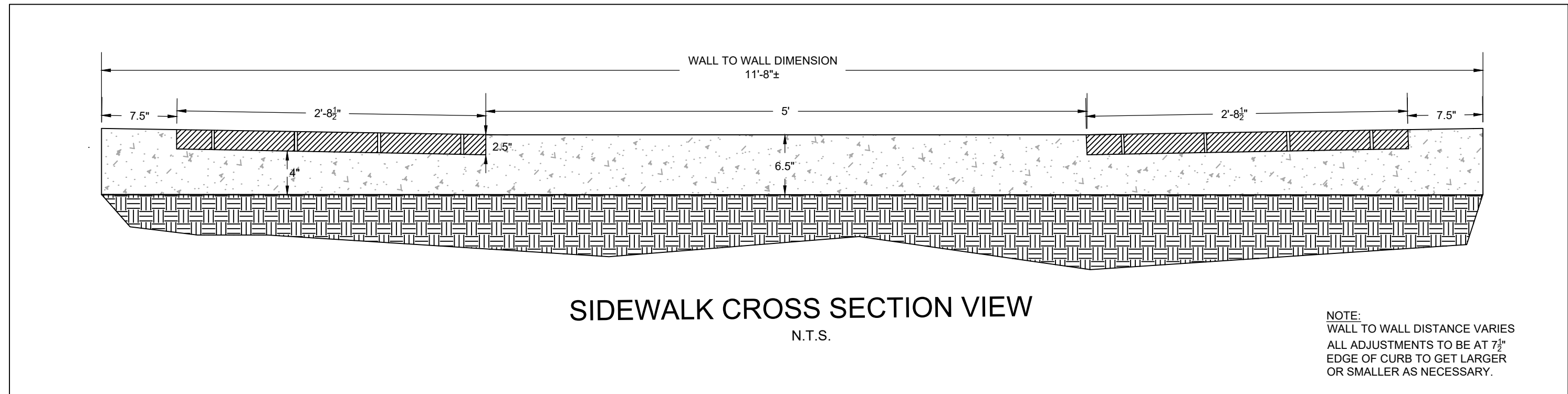
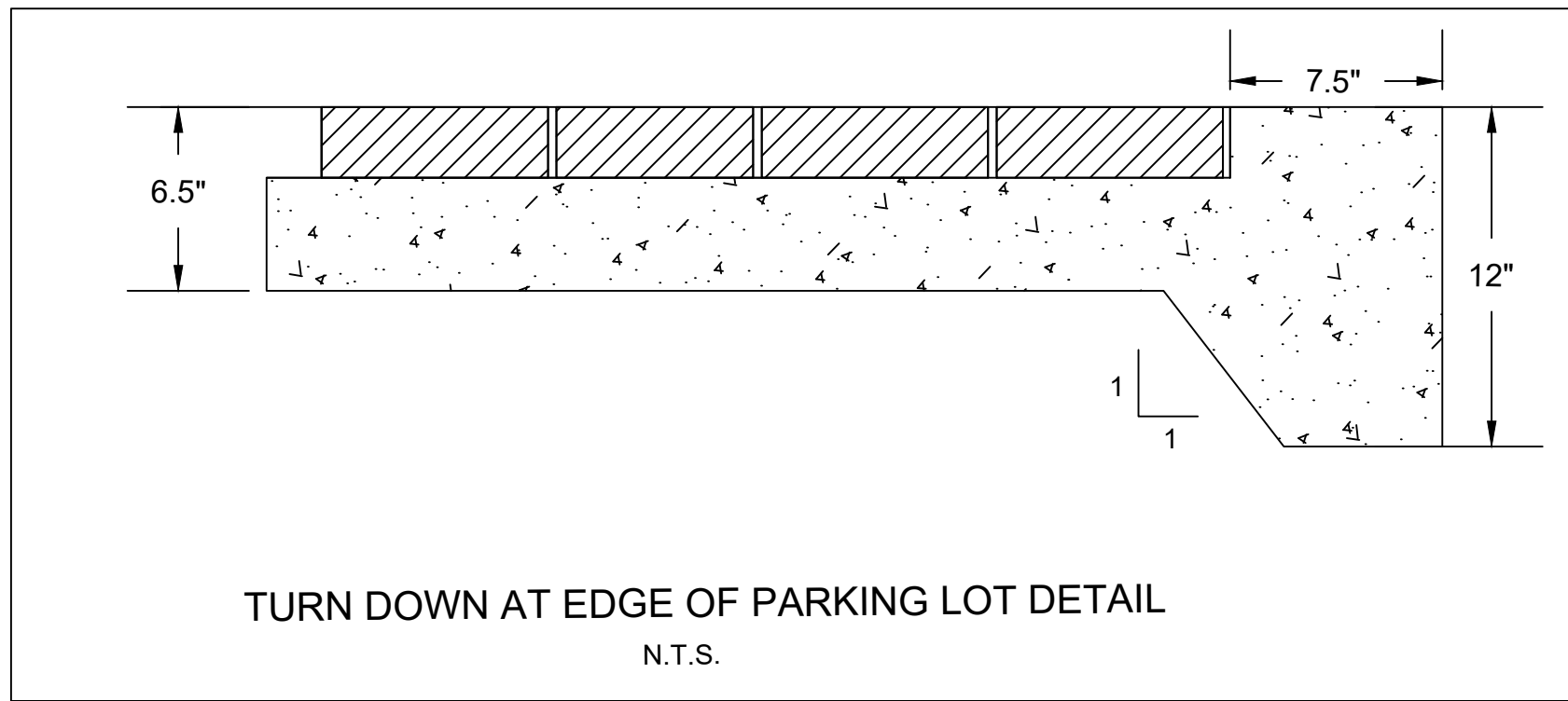
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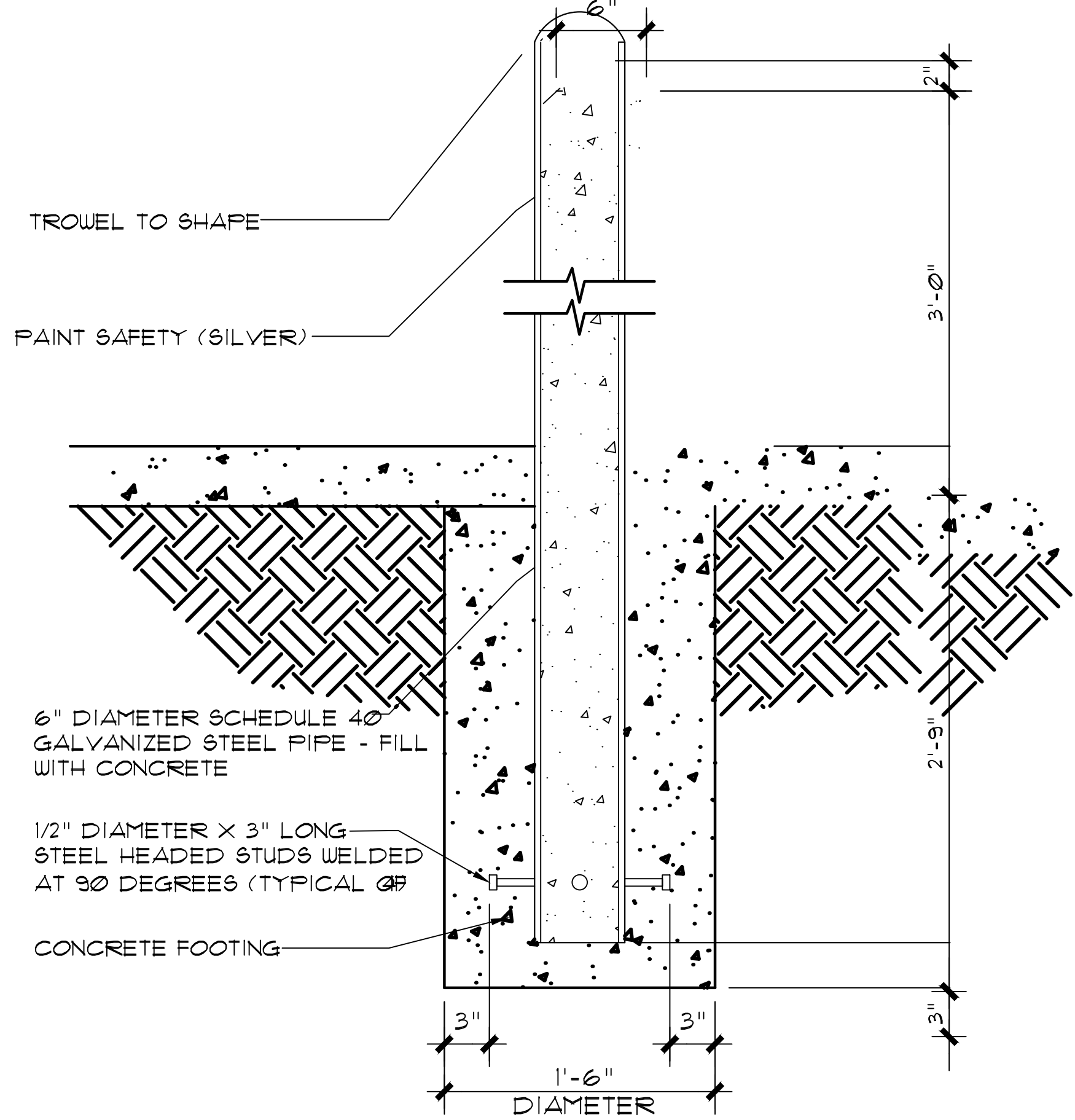
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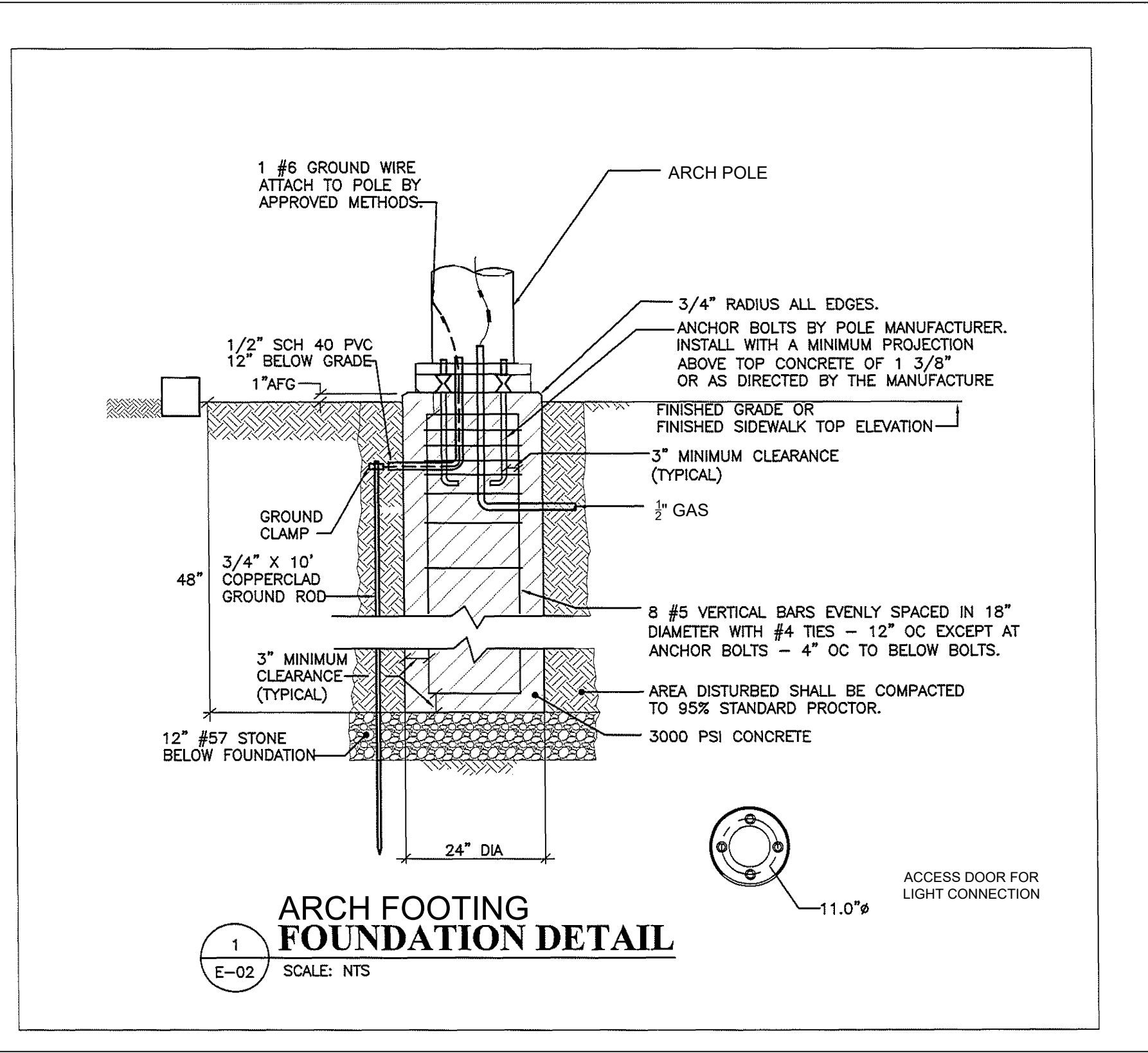
ARCH DETAIL
N.T.S.



SIDEWALK CROSS SECTION VIEW
N.T.S.



TYPICAL BOLLARD DETAIL
N.T.S.



ARCH FOOTING
FOUNDATION DETAIL
SCALE: NTS

ENGINEER
PRECISION PLANNING, INC.
400 PIKE BOULEVARD
LAWRENCEVILLE, GA 30046
CONTACT: DAVID LEONARD
PHONE: 770-338-8000
EMAIL: 063DL@PPI.US

OWNER / DEVELOPER
CITY OF LAWRENCEVILLE
435 W. PIKE STREET
LAWRENCEVILLE, GA 30046
CONTACT: JOHANNES LOUW
PHONE: 678-618-2839
EMAIL: JOHANNES.LOUW@LAWRENCEVILLEGA.ORG

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**NORTH PERRY STREET
ALLEY**
Land Lot 146, District 5, Parcel 5148D035
North Perry Street
Lawrenceville, GA 30046

CONSTRUCTION
DETAILS

SHEET TITLE
DESIGN
DRAWN
CHECKED
DL
BR
DL

DATE
NO. DESCRIPTION

07/08/2021
DATE

R21-075
PPI PROJECT NO.

C7.1



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, SEPTEMBER 27, 2021

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Downtown Square Alleyway Project
Department:	Administration
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	\$259,690.48
Presented By:	Chuck Warbington, City Manager
Action Requested:	Award Downtown Square Alleyway Project to low bidder, Lefko Development, Inc. d/b/a Lefko Construction, amount not to exceed \$259,690.48. Approval of budget amendment BUA-092721 in the amount of \$259,690.48. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

Summary: This project is a pedestrian control project that consists of demolition, site clearing, light grading, and erosion control. Also included is the installation of a new granite rubble seat wall, a complete new sidewalk with brick pavers, concrete foundations, arches, electrical work, and lights.

Fiscal Impact: Amount of \$259,690.48. This contract is funded by the Capital Outlay Fund (3551320.541000). Project 15-028.

Attachments/Exhibits:
Bid Tabulation

BID TABULATION

PAGE 1

SB008-22

Shoe Horn Alley Project
Administration

				Lefko Development, Inc. d/b/a Lefko Construction		P. E. Structures & Associates, LLC		TriScapes, Inc.		Woodwind Construction Company, Inc.	
ITEM #	DESCRIPTION	APPROX. QTY		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Warranties & Bonds	1	LS	\$8,805.27	\$8,805.27	\$50,923.16	\$50,923.16	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
2	Mobilization	1	LS	\$5,660.53	\$5,660.53	\$2,786.90	\$2,786.90	\$4,500.00	\$4,500.00	\$15,000.00	\$15,000.00
3	Traffic Control	1	LS	\$3,773.69	\$3,773.69	\$6,356.58	\$6,356.58	\$15,000.00	\$15,000.00	\$2,000.00	\$2,000.00
4	Site Finish Grading Complete	1	LS	\$3,144.74	\$3,144.74	\$25,055.67	\$25,055.67	\$84,000.00	\$84,000.00	\$30,000.00	\$30,000.00
5	Complete Demolition & cleanup including Haul off & Remove & Replace Unsuitable Soil. Extreme Care not to damage existing buildings	1	LS	\$2,012.63	\$2,012.63	\$3,635.47	\$3,635.47	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
6	Concrete Foundations for lights and arches	12	CY	\$754.74	\$9,056.88	\$1,877.95	\$22,535.40	\$1,687.50	\$20,250.00	\$600.00	\$7,200.00
7	Concrete Sidewalk – all included	15	CY	\$1,838.54	\$27,578.10	\$1,008.87	\$15,133.05	\$1,012.50	\$15,187.50	\$500.00	\$7,500.00
8	Brick Pavers -for sidewalk – all included	762	SF	\$19.85	\$15,125.70	\$24.20	\$18,440.40	\$25.50	\$19,431.00	\$30.00	\$22,860.00
9	Brick col. at Arch piers – all included	56	SY	\$98.83	\$5,534.48	\$130.29	\$7,296.24	\$300.00	\$16,800.00	\$500.00	\$28,000.00
10	Bollard 6 in diameter- all included	6	EACH	\$1,031.47	\$6,188.82	\$1,280.66	\$7,683.96	\$2,625.00	\$15,750.00	\$400.00	\$2,400.00
11	ELECTRICAL J.B.	4	EACH	\$722.57	\$2,890.28	\$811.82	\$3,247.28	\$1,440.00	\$5,760.00	\$350.00	\$1,400.00
12	3/4" GAS LINE – all included.	150	LF	\$62.89	\$9,433.50	\$41.33	\$6,199.50	\$60.00	\$9,000.00	\$50.00	\$7,500.00
13	2" Conduit electrical-complete with wiring- all included.	300	LF	\$28.90	\$8,670.00	\$46.69	\$14,007.00	\$24.00	\$7,200.00	\$35.00	\$10,500.00
14	1/2" conduit electrical-complete with wiring – all included.	100	LF	\$14.45	\$1,445.00	\$43.23	\$4,323.00	\$24.00	\$2,400.00	\$20.00	\$2,000.00
15	Light string installed with Transformer - all included.	1	LS	\$4,787.05	\$4,787.05	\$9,594.22	\$9,594.22	\$60,000.00	\$60,000.00	\$20,000.00	\$20,000.00
16	3/16" coated stainless steel wire installed	500	LF	\$4.34	\$2,170.00	\$11.22	\$5,610.00	\$36.00	\$18,000.00	\$20.00	\$10,000.00
17	Miscellaneous stainless steel connection, thimbles, installed – all included	672	EACH	\$10.06	\$6,760.32	\$12.55	\$8,433.60	\$30.00	\$20,160.00	\$5.00	\$3,360.00
18	Light poles installed with all hardware – all included	8	EACH	\$4,727.80	\$37,822.40	\$8,358.04	\$66,864.32	\$9,000.00	\$72,000.00	\$3,000.00	\$24,000.00
19	Arches with signage installed – all included	2	EACH	\$35,570.16	\$71,140.32	\$14,372.14	\$28,744.28	\$24,000.00	\$48,000.00	\$22,000.00	\$44,000.00
20	Gas lights appolo 1 installed – all included	2	EACH	\$2,041.27	\$4,082.54	\$7,580.91	\$15,161.82	\$18,000.00	\$36,000.00	\$6,000.00	\$12,000.00
SUBTOTAL				\$236,082.25		\$322,031.85		\$494,438.50		\$274,720.00	
21	10% Contingencies	1	LS	\$23,608.23	\$23,608.23	\$32,203.19	\$32,203.19	\$49,443.85	\$49,443.85	\$27,472.00	\$27,472.00
TOTAL				\$259,690.48		\$354,235.04		\$543,882.35		\$302,192.00	

Recommended Vendor:Lefko Development, Inc. d/b/a Lefko Construction
105 Mansell Circle
Roswell, GA 30075

404-836-6372

tomas@lefkogroup



LAWRENCEVILLE

GEORGIA

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

Item:	Resolution for Acceptance of ReCast Grant
Department:	City Manager
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	All expenses are 100% funded through the grant. There is not a City Match.
Presented By:	Chuck Warbington, City Manager
Action Requested:	Approval to accept the ReCAST Grant from the Substance Abuse and Mental Health Services Administration (SAMHSA)

Summary: The City has been awarded a grant to improve community resiliency and identified partners to engage community youth, to promote well-being and to partner with City Departments and community agencies.

Fiscal Impact: Sub-recipient contact is paid 100% from the grant.

Attachments/Exhibits:
 Resolution

RESOLUTION _____

**RESOLUTION TO ACCEPT THE GRANT FROM
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION TO FOSTER
RESILIENCE IN COMMUNITIES AFTER STRESS AND TRAUMA (ReCAST)**

WHEREAS, the Substance Abuse and Mental Health Services Administration (SAMHSA), through its ReCAST Initiative, provides grant funding to local governments in an effort to foster resilience in youth and equity in communities through implementation of evidence-based, violence prevention, and community youth engagement programs, as well as linkages to trauma-informed behavioral health Services;

WHEREAS, based on an array of community wellbeing indicators, the City Manager recommends to accept the ReCAST grant for up to five years, to provide such services in collaboration with a lead action agencies; and

WHEREAS, the grant will fulfill the goals outlined by the ReCAST grant:

- (1) Build a foundation to promote well-being, resiliency, and community healing through community-based, participatory approaches,
- (2) Create more equitable access to trauma-informed community behavioral health resources,
- (3) Strengthen the integration of behavioral health services and other community systems to address the social determinants of health, recognizing that factors, such as law enforcement practices, transportation, employment, and housing policies, can contribute to health outcomes; and
- (4) Create community change through community-based, participatory approaches that promote community and youth engagement, leadership development, improved governance, and capacity building.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lawrenceville Mayor and Council hereby accepts the grant from SAMHSA as set forth herein and to execute on behalf of the City the necessary documents to receive grant funds and support the goals previously outlined in this resolution.

IT IS SO RESOLVED this 27th day of September, 2021.

David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk



ReCAST Grant Presentation
09/27/2021

Topics

- Building a Healthier City – What is the City doing?
- What is the **ReCAST** Grant program?
- Outline the Summary of the City's Plan and Team
- Next Steps
- Questions

City Response to Utility Customers

- Dedicated \$250,000/annually to Lawrenceville Response Center to provide payment counseling and assistance for individuals in financial crisis
- Dedicated \$35,000/annually to Impact 46 for management, intake, and counseling for City utility assistance programs through the Lawrenceville Response Center
- Reduced Late Fees from 10% to 1.5%
- Extended Due Dates from 15 days to 21 days
- Extended disconnect date from 28 days to 45 days
- Removed Credit Card payment fee
- Reduced residential deposit for insufficient credit from \$600 to \$200



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- Extended Due Dates from 15 days to 21 days
- Extended disconnect date from 28 days to 45 days
- Removed Credit Card payment fee
- Reduced residential deposit for insufficient credit from \$600 to \$200
- **RESULTS:**
 - **29.4% Decrease in accounts more than 30 days**
 - **Cutoff Accounts (weekly) have decreased by 82.7%**
 - **Accounts we cutoff for nonpayment represent 0.1% of our customers**



City Response to Affordable Housing

- **\$895,000** – Partnered with Lawrenceville Response Center to move individuals/families from Extended Stay temporary housing to permanent housing. (Down payment, deposit credits, financial counseling, and liveable wage analysis and assistance).
- **\$7,000,000** – Funded replacement housing (Thompson Square) for the Lawrenceville Housing Authority.
- Approved entitlements for 2 Affordable Housing complexes in partnership with Lawrenceville Housing Authority and One Street (including 40 Housing Authority Relocated Units)
 - Hearthside – Lawrenceville: 213 Scenic Highway – 115 Senior Units and 25 Senior Cottages
 - South Town Square: 334 Grayson Highway – 156 Units



Police/Community Engagement

- **\$120,000/annually** – Partnered with Viewpoint Health for 2 clinicians to be embedded in Police Department to respond to mental health crisis calls
- Community Engagement Programs:
 - Annual Citizens Police Academy
 - Active Shooter Training for Citizens and Businesses
 - Police Youth Explorer Program
 - Citizen firearm safety classes
 - Bridge the Gap Community Conversations
 - Pizza with Police events



Recent City Initiatives

- \$400,000 Committed for Community HOME Investment Program to assist with home repairs that do not meet code or are in need of significant repair.
- Creation of Hooper Renwick Legacy Preservation Committee along with providing funding of preserving Gwinnett's original African American School
- Summer of Impact – Student Internship Summer program
- Racial Injustice Proclamation
- Request to Gwinnett County for removal of Confederate Memorial in downtown area
- Support for Gwinnett Remembrance Coalition Soil Collection Project for Charles Hale
- Placement of Peace Pole by Rotary Gwinnett County Rotary Clubs at Lawrenceville Lawn
- Initial planning by staff for Diversity and Inclusion initiatives based on City of Griffin and Georgia Municipal Association examples



WHO IS *SAMHSA*?

- In 1992, the U.S. Congress established the ***Substance Abuse and Mental Health Services Administration (SAMHSA)*** to make substance use and mental disorder information, services, and research more accessible.
- ***SAMHSA*** is the agency within the ***U.S. Department of Health and Human Services*** leading public health efforts to advance the behavioral health of the nation, and to improve the lives of individuals living with mental and substance abuse disorders and their families. ***SAMHSA***'s mission is to reduce the impact of substance abuse and mental illness on America's communities.



SAMHSA
Substance Abuse and Mental Health
Services Administration



What is *ReCAST*?

- The ***Resiliency in Communities After Stress and Trauma (ReCAST)*** is a Federal grant program (administered by ***SAMHSA***) to assist high-risk youth and families, promote community youth engagement programs and provide trauma-informed behavioral health services.
- The overall **GOAL** of the ***ReCAST*** Program is for local community entities to work together in ways that lead to improved behavioral health, empowered community residents, reductions in trauma, and sustained community change.



***ReCAST* LEADERSHIP EXPECTATION**

- To be guided by a diverse community coalition of the following:
 - Residents
 - Non-profit organizations
 - Health and human service providers
 - Schools and institutes of higher education
 - Faith based organizations
 - Businesses
 - State and local governments
 - Employment, housing, and transportation service agencies



Grant Funding Available

- \$5,000,000 award (\$1,000,000 annually subject to annual review) for 5 years
- \$0 Local Match
- Covers:
 - Training, programs, activities, and other events
 - Including expansion of existing community programs
 - Staffing
 - Marketing
 - Non-Profit Consultants



ReCAST 2016 AWARDS



Baton Rouge, LA
Pop. 224,149



St Louis, MO
Pop. 308, 174



Charlotte, NC
Pop. 857,425



Milwaukee, Wi
Pop. 1,574,731



Chicago, IL
Pop. 2,710,000



2021 GRANT AWARDS

- Philadelphia, PA – Pop. 1,579,000
- Milwaukee, WI – Pop. 1,574,731
- San Antonio, TX – Pop. 1,508,000
- Jacksonville, FL – Pop. 890,467
- Denver, CO – Pop. 705,576
- Oakland, CA – Pop. 435,097
- Pittsburgh, PA – Pop. 302,205
- Flint, MI – Pop. 96,559
- **LAWRENCEVILLE, GA – Pop. 30,000**



SAMHSA
Substance Abuse and Mental Health
Services Administration



City of Lawrenceville's Role

- Serve as the Federal Grant recipient
- Financial Management of Grant – Finance Department
- Administer Funds to Sub-recipient – Finance Department
- Project Management
 - Community Relations Department - Jasmine Billings
 - Day to Day Project Manager – Marcus Thorne (contract employee from Impact 46) housed at City Hall



Current Desires in the Community to be Addressed by the ReCAST Grant

1. Lack of civics education and understanding of policies and procedures of local government contributes to a lack of engagement
2. Lack of trauma informed practices in community partners
3. Lack of cohesive system to address social determinants of health
4. Overall lack of community engagement
5. Lack of diversity and cultural understanding

City of Lawrenceville ReCAST Plan Summary

- The **ReCAST Goals** of the City are:
 - Increase well-being and community engagement through community-based participatory approaches
 - Increase youth engagement and youth leadership development
 - Increase access to trauma informed community behavioral health resources
 - Increase level of cultural understanding with the City of Lawrenceville's employees and citizens
 - Strengthen the integration of community-based services addressing the social determinants of health for high risk youth and their families
- Some of the initial expected **Outcomes** include:
 - Expand the Summer of Impact Youth Internship Program
 - Expand Co-responder program with Police and Viewpoint Health
 - Launch a Youth Council with emphasis on inclusion of high-risk youth
 - Launch high risk youth program in local high schools to improve educational attainment
 - Formation of internal diversity committee that helps engage employees with the community
 - 400 individuals reached annually
 - Direct support to 1700 citizens by the end of the project



City of Lawrenceville Team

- Partners
 - **Impact 46**
 - Role: Project Manager/Facilitator/Coordinator
 - Approx. Annual Grant Budget: \$270,000
 - **Georgia Center for Opportunity**
 - Role: Workforce Development/Mentorship
 - Approx. Annual Grant Budget: \$110,000
 - **Families First**
 - Role: Program Evaluation/Behavioral Health/Navigator Services
 - Approx. Annual Grant Budget: \$350,550
 - Diversity and Inclusion Consultant (TBD) - \$25,000 Grant Funds
 - Needs Assessment Consultant (TBD) - \$60,000 Grant Funds



IMPACT46
Partnerships with a Purpose



GEORGIA
CENTER for OPPORTUNITY

**Families
First**



Next Steps

- September 27, 2021 Council Meeting
 - Accept \$5M ReCAST grant from SAMSHA
 - Approve sub-recipient agreements with partners
- November 17, 2021 Council Meeting
 - ReCAST Advisory Board Appointments
- December 2021
 - Complete Community Needs Assessment
- March 2022
 - Complete Community Strategic Plan



Questions?





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: CITY COUNCIL REGULAR MEETING

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Approval of Impact 46, Inc. Sub-Recipient Agreement for ReCAST Grant
Department:	City Manager
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	Contract for Sub-recipient of ReCAST Grant for \$180,000.
Presented By:	Chuck Warbington
Action Requested:	Approval of Sub-recipient agreement with Impact 46, Inc. as part of the ReCAST Grant from the Substance Abuse and Mental Health Services Administration (SAMHSA)

Summary: The City has been awarded and accepted the 2021 ReCAST Grant from SAMHSA. As part of the grant partners, were identified to complete the tasks detailed in the grant. The contract outlines the tasks the sub-recipient will carry out and funds allocated to the sub-recipient in the grant.

Fiscal Impact: Sub-recipient contract is paid 100% from the grant.

Concurrences: n/a

Attachments/Exhibits: Contract

SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND IMPACT 46, INC.

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Impact 46, Inc. (herein called Subrecipient) for the Lawrenceville ReCAST Grant(herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health services Administration (SAMHSA) award,Unique Federal Award Identification Number (FAIN) H79SM084920 , to fund the Project with Federal Award Identification Number 1H79SM084920-01; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Case Management/Intake Specialist/Community Engagement Program Coordinator
- Training and Delivery of Student Community Leadership Program
- Marketing/Recruitment for Summer of Impact Businesses

B. Subrecipient Responsibilities

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Coordinate project service and activities, including training, communication, and information dissemination.
- Provide program leadership and oversight for the grant, data collection, and monitoring progress.
- Coordinate the Diversity and Inclusion Committee.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. Subrecipient:
 - Name of Representative:
 - Mailing Address:
 - City, State and Zip Code:
 - Telephone Number:
 - E-mail Address:
- B. Local Government: City of Lawrenceville
 - Name of Representative: Chuck Warbington
 - Title: City Manager
 - Mailing Address: P O Box 2200
 - City, State and Zip Code: Lawrenceville, GA 30046
 - Telephone Number: 770-963-2414
 - E-mail Address: chuck.warbington@lawrencevillega.org

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$180,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the following budget.

The Local Government may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall furnish the Local Government with properly executed certificate of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Local Government.

F. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in

writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the objectives of the project;
- c. Records required to determine the eligibility of activities;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Access to Records and Retention

The grantee and other authorized representatives of the federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which includes maintaining a written standard code of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services

hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

12. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Subrecipient:_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



LAWRENCEVILLE

GEORGIA

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

Item:	Approval of Families First, Inc. Agreement for ReCAST Grant
Department:	City Manager
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	Contract for Sub-recipient of ReCAST Grant for \$350,550.
Presented By:	Chuck Warbington
Action Requested:	Approval of Sub-recipient agreement with Families First, Inc. as part of the ReCAST Grant from the Substance Abuse and Mental Health Services Administration (SAMHSA)

Summary: The City has been awarded and accepted the 2021 ReCAST Grant from SAMHSA. As part of the grant partners, were identified to complete the tasks detailed in the grant. The contract outlines the tasks the sub-recipient will carry out and funds allocated to the sub-recipient in the grant.

Fiscal Impact: Sub-recipient contact is paid 100% from the grant.

Concurrences: n/a

Attachments/Exhibits: Contract

SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND FAMILIES FIRST, INC.

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Families First Inc. (herein called Subrecipient) for the Lawrenceville ReCAST Grant(herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health services Administration (SAMHSA) award,Unique Federal Award Identification Number (FAIN) H79SM084920 , to fund the Project with Federal Award Identification Number 1H79SM084920-01; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Project Director.
- Evaluation and Data Collection.
- Violence prevention and trauma informed training.

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Coordinate project service and activities, including training, communication, and information dissemination.
- Provide program leadership and oversight for the grant, data collection, and monitoring progress.
- Coordinate the Diversity and Inclusion Committee.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. Subrecipient:
 - Name of Representative:
 - Mailing Address:
 - City, State and Zip Code:
 - Telephone Number:
 - E-mail Address:
- B. Local Government: City of Lawrenceville
 - Name of Representative: Chuck Warbington
 - Title: City Manager
 - Mailing Address: P O Box 2200
 - City, State and Zip Code: Lawrenceville, GA 30046
 - Telephone Number: 770-963-2414
 - E-mail Address: chuck.warbington@lawrencevillega.org

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$350,550 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the following budget.

The Local Government may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall furnish the Local Government with properly executed certificate of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Local Government.

F. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in

writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the objectives of the project;
- c. Records required to determine the eligibility of activities;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Access to Records and Retention

The grantee and other authorized representatives of the federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which includes maintaining a written standard code of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services

hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

12. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Subrecipient:_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____



LAWRENCEVILLE

GEORGIA

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

Item:	Approval of Georgia Center for Opportunity Agreement for ReCAST Grant
Department:	City Manager
Date of Meeting:	Monday, September 27, 2021
Fiscal Impact:	Contract for Sub-recipient of ReCAST Grant for \$110,000.
Presented By:	Chuck Warbington
Action Requested:	Approval of Sub-recipient agreement with Georgia Center for Opportunity as part of the ReCAST Grant from the Substance Abuse and Mental Health Services Administration (SAMHSA)

Summary: The City has been awarded and accepted the 2021 ReCAST Grant from SAMHSA. As part of the grant partners, were identified to complete the tasks detailed in the grant. The contract outlines the tasks the sub-recipient will carry out and funds allocated to the sub-recipient in the grant.

Fiscal Impact: Sub-recipient contact is paid 100% from the grant.

Concurrences: n/a

Attachments/Exhibits: Contract

SUBRECIPIENT AGREEMENT
BETWEEN
CITY OF LAWRENCEVILLE AND GEORGIA CENTER FOR OPPORTUNITY.

This Agreement is made between the City of Lawrenceville (herein called the Local Government) and Georgia Center for Opportunity (herein called Subrecipient) for the Lawrenceville ReCAST Grant(herein called the Project).

As the Local Government has applied for and received a Substance Abuse and Mental Health services Administration (SAMHSA) award,Unique Federal Award Identification Number (FAIN) H79SM084920 , to fund the Project with Federal Award Identification Number 1H79SM084920-01; and

As it benefits the Local Government to engage the Subrecipient to accomplish the Scope of Work and the objectives of the local SAMHSA project;

The parties agree that:

1. SCOPE OF SERVICES

A. Local Government Responsibilities

The Local Government is responsible for administration of the ReCAST Grant, and ensuring SAMHSA funds are used in accordance with all program requirements. The Local Government will provide such assistance and guidance to the Subrecipient as may be required to accomplish the objectives and conditions set forth in this Agreement. The Local Government is responsible for completing the following tasks to accomplish the objectives of the Project:

Principal Tasks

- Hiring Well, Doing Good Program Specialist.
- Soft-skills training.
- Mentoring.

The Subrecipient will complete in a satisfactory and proper manner as determined by the Local Government the following tasks to accomplish the objectives. The Subrecipient will periodically meet with the Local Government to review the status of these tasks.

Principal Tasks

- Coordinate project service and activities, including training, communication, and information dissemination.
- Provide program leadership and oversight for the grant, data collection, and monitoring progress.
- Coordinate the Diversity and Inclusion Committee.

2. TIME OF PERFORMANCE

The effective date of this Agreement will be the date the parties sign and complete execution of this agreement.

3. AGREEMENT REPRESENTATIVES

Each party to this Agreement shall have a representative. Each party may change its representative upon providing written notice to the other party. The parties' representatives are as follows:

- A. Subrecipient:
 - Name of Representative:
 - Mailing Address:
 - City, State and Zip Code:
 - Telephone Number:
 - E-mail Address:
- B. Local Government: City of Lawrenceville
 - Name of Representative: Chuck Warbington
 - Title: City Manager
 - Mailing Address: P O Box 2200
 - City, State and Zip Code: Lawrenceville, GA 30046
 - Telephone Number: 770-963-2414
 - E-mail Address: chuck.warbington@lawrencevillega.org

4. BUDGET

The Local Government will pass through to the Subrecipient no more than \$110,000 in SAMHSA funds for eligible incurred costs and expenses for the Project according to the following budget.

The Local Government may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information in a timely fashion in the form and content prescribed by the Local Government.

Any amendments to this Agreement's Budget must first be determined by the Local Government as consistent with its ReCAST contract with SAMHSA and then approved in writing by the Local Government and the Subrecipient.

5. PAYMENT

The Local Government shall reimburse the Subrecipient in accordance with the payment procedures outlined in the SAMHSA Management Handbook, Financial Management Section for all allowable expenses agreed upon by the parties to complete the Scope of Service.

Reimbursement under this Agreement will be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available.

It is understood that this Agreement is funded in whole or in part with SAMHSA funds and is subject to those regulations and restrictions normally associated with federally-funded programs.

6. PERFORMANCE MONITORING

The Local Government will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with SAMHSA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the Local Government will constitute noncompliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Local Government, contract suspension or termination procedures will be initiated.

7. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Local Government will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the Local Government from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient will carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum will purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Local Government.

The Subrecipient shall furnish the Local Government with properly executed certificate of insurance or a signed policy endorsement which shall clearly evidence all insurance required in this section prior to commencement of services. The certificates will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be cancelled or allowed to expire except on thirty (30) days prior written notice to the Local Government.

F. Amendments

The Local Government or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in

writing, signed by a duly authorized representative of each organization, and approved by the Local Government's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the Local Government or Subrecipient from its obligations under this Agreement.

G. Suspension or Termination

The Local Government may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and SAMHSA guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement.
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Local Government of reports that are incorrect or incomplete in any material respect.

This Agreement may also be terminated by either the Local Government or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Local Government determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Local Government may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with 2 CFR 200. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

3. Duplication of Costs

The Subrecipient certifies that work to be performed under this Agreement does not duplicate any work to be charged against any other contract, subcontract or other source.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations that are pertinent to the activities to be funded. Such records will include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the objectives of the project;
- c. Records required to determine the eligibility of activities;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200.333;
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Access to Records and Retention

The grantee and other authorized representatives of the federal governments shall have access to any books, documents, papers and records of the Subrecipient that are directly pertinent to this Agreement for the purposes of making audit, examination, excerpts and transcriptions.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of six years after final audit of the Local Government's SAMHSA project, unless a longer period is required to resolve audit findings or litigation. In such cases, the Local Government will request a longer period of record retention.

3. Audits and Inspections

All Subrecipient records with respect to any matters covered by this Agreement will be made available to the Local Government, and duly authorized officials of the federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

The Subrecipient that expends \$750,000 or more in a fiscal year in federal funds from all sources hereby agrees to have an annual agency audit conducted in accordance with current Local Government policy concerning Subrecipient audits and 2 CFR 200.501. The Catalog of Federal Domestic Assistance (CFDA) number is 14.228.

C. Reporting

1. Program Income

The Subrecipient will report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with SAMHSA funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504.

2. Periodic Reports

The Subrecipient, at such times and in such forms as the Local Government may require, will furnish the Local Government such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

D. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 2 CFR 200.311 and 313, 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the Local Government any SAMHSA funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Conduct

1. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the Local Government thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Local Government under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the Local Government.

2. Conflict of Interest

No member of the Local Government's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, will have any personal financial interest, direct or indirect, in this Agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 2 CFR 200.318 and 24 CFR 570.611, which includes maintaining a written standard code of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services

hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

3. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- a. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

12. PERFORMANCE WAIVER

The Local Government’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Local Government to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Local Government and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the Local Government and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the Local Government and the Subrecipient have executed this Agreement as of the date and year last written below.

City of Lawrenceville	Subrecipient:_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____