



LAWRENCEVILLE

GEORGIA

CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, November 13, 2019
7:00 PM

Council Assembly Room
70 S. Clayton St, GA 30046

Call to Order

Prayer

Pledge of Allegiance

Agenda Additions / Deletions

Approval of Prior Meeting Minutes

- [1.](#) October 7, 2019 Regular Meeting
- [2.](#) October 16, 2019 Work Session
- [3.](#) October 16, 2019 Executive Session
- [4.](#) October 29, 2019 Special Call

Recognitions

5. Teachers of the Year from the Central Gwinnett Cluster
- [6.](#) Certificate of Achievement for Excellence in Financial Reporting

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.

- [7.](#) American Public Gas Association Mutual Aid Agreement
- [8.](#) Newton County Pressure Improvement Project

- [9.](#) In-Car Cameras for New Police Vehicles
- [10.](#) Emergency Equipment for New Police Vehicles
- [11.](#) On-Demand Underground Electric Distribution Cable Installation on an Annual Contract
- [12.](#) Special Construction Agreement with BellSouth Telecommunications, LLC d/b/a AT&T Southeast
- [13.](#) Lease New Dell Servers for 5 Years
- [14.](#) IT Consulting – Server and Network Security Enhancements
- [15.](#) Managed Firewall Services
- [16.](#) Resolution to Adopt a Shared Leave Policy

Public Hearing Old Business

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

- [17.](#) RZR2019-00003 & SUP2019-00019; 138 Paper Mill Road; Shane Lanham
- [18.](#) RZC2019-00009; Sam Sims; 330 Buford Drive
- [19.](#) SUP2019-00020; 323 East Crogan; Bryan Mathews

Council Business Old Business

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

- [20.](#) Gas Department Rebate Program
- [21.](#) Ordinance Amendment to Chapter 30 Solid Waste
- [22.](#) Ordinance to Amend Chapter 2, Section 2-27 to Provide Council Meeting Dates and Times
- [23.](#) Pole Attachment Agreement with MCImetro Access Transmission Services Corp.

Council Business New Business

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

[24.](#) Fiscal Year 2020 Update

[25.](#) Site Work for the Lawrenceville Housing Authority Project

[26.](#) Appointment of Valerie Clark to the Aurora Board

[27.](#) Lawn Stage & Parking Project

Executive Session - Personnel, Litigation, Real Estate

Final Adjournment



LAWRENCEVILLE

GEORGIA

1.

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: APPROVAL OF PRIOR MEETING MINUTES

Item: October 7, 2019 Regular Meeting

Department: City Clerk

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: None

Presented By:

Action Requested: Approve minutes of October 7, 2019 Regular Council Meeting



LAWRENCEVILLE

GEORGIA

2.

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: APPROVAL OF PRIOR MEETING MINUTES

Item: October 16, 2019 Work Session

Department: City Clerk

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: None

Presented By:

Action Requested: Approve minutes of October 16, 2019 Work Session



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: APPROVAL OF PRIOR MEETING MINUTES

Item: October 16, 2019 Executive Session

Department: City Clerk

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: None

Presented By:

Action Requested: Approve minutes of October 16, 2019 Executive Session



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: APPROVAL OF PRIOR MEETING MINUTES

Item: October 29, 2019 Special Call

Department: City Clerk

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: None

Presented By:

Action Requested: Approve minutes of October 29, 2019 Special Call



LAWRENCEVILLE

GEORGIA

6.

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 13, 2019
AGENDA CATEGORY: RECOGNITIONS

Item:	Certificate of Achievement for Excellence in Financial Reporting
Department:	Finance
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	N/A
Presented By:	Keith Lee
Action Requested:	N/A

Summary: The City's Fiscal Year 2018 Comprehensive Annual Financial Report (CAFR) qualified for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting. This is the highest form of recognition in government accounting and financial reporting, and its attainment represents a significant accomplishment. The City's CAFR was graded Proficient in all applicable categories. This is the fourth consecutive year the City has received this award.

Background: Financial Reporting

Fiscal Impact: N/A



LAWRENCEVILLE

GEORGIA

7.

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 13, 2019
AGENDA CATEGORY: CONSENT

Item: American Public Gas Association Mutual Aid Agreement

Department: Gas

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: None

Presented By: Todd Hardigree

Action Requested: Approval of the mutual aid agreement with the American Public Gas Association and authorize the Mayor to execute the documents subject to approval of the City Attorney.

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

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

Fiscal Impact: None

Concurrences: The City attorney has reviewed the attached document.

Attachments/Exhibits:
APGA mutual aid agreement and point of contact form



APGA MUTUAL AID PROGRAM

Point of Contact Form

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

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

System Name: _____

Address: _____

City, State, Zip: _____

Main Contact: _____

Title: _____

Office Phone: _____

Cell Phone: _____

Email Address: _____

Fax Number: _____



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

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

Witnesseth:

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

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

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

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

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

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

Article 1. Applicability and Term

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



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

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

Article 2. Provision of Mutual Aid

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

Article 3. Compensation, Invoicing & Records

3.1 Compensation

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



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

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

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

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

Article 4. Limitations of Liability, Hold Harmless & Indemnification

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

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

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

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

Article 5. Miscellaneous

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



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

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



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

SYSTEM NAME: _____

By: _____
Authorized Signer

TITLE: _____

ATTEST: _____

TITLE: _____
Authorized Signer

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: CONSENT

Item:	Newton County Pressure Improvement Project
Department:	Gas
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	\$295,100.00
Presented By:	Todd Hardigree
Action Requested:	Award Newton County Pressure Improvement Project to low responsible bidder, D. Lance Souther, Inc., amount not to exceed \$295,100.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

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

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

Attachments/Exhibits:

Bid Tabulation

BID TABULATION

SB011-20

Newton County Pressure Improvement Project

Gas Department

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

Recommended Vendor:

D. Lance Souther, Inc.

P.O. Box 6538

Macon, GA 31208

P: 478-742-2292

email: lance@dlsi.us



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: CONSENT

Item:	In-Car Cameras for New Police Vehicles
Department:	Public Works
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	\$83,105.00
Presented By:	Barry Mock
Action Requested:	Approval to purchase in-car camera systems from Watchguard in the amount of \$83,105.00.

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

Fiscal Impact: \$83,105.00. Funds will come from the FY2020 Vehicle Replacement Program funding.

Attachments/Exhibits:
Quote from Watchguard



4RE/VISTA Price Quote

9.

CUSTOMER: Lawrenceville Police Department

ISSUED: 9/11/2019 1:21 PM

EXPIRATION: 10/9/2019 5:00 AM

TOTAL PROJECT ESTIMATED AT:
\$83,105.00

ATTENTION: Dau

SALES CONTACT: Eric Varner

PHONE: 770-963-2443

DIRECT: (469) 342-8940

E-MAIL:

E-MAIL: eric.varner@motorolasolutions.com

4RE and VISTA Proposal VISTA HD Cameras and Options

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

VISTA HD Warranties

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

Evidence Library 4 Web Software and Licensing

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

Wireless Video Transfer and Networking Options

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

4RE Hardware Warranties

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

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



4RE/VISTA Price Quote

9.

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

Shipping and Handling

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

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

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

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

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



LAWRENCEVILLE

GEORGIA

10.

AGENDA REPORT
MEETING: REGULAR MEETING, NOVEMBER 13, 2019
AGENDA CATEGORY: CONSENT

Item: Emergency Equipment for New Police Vehicles

Department: Public Works

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: \$89,233.28

Presented By: Barry Mock

Action Requested: Approval to award the purchase of emergency equipment for new police vehicles to West Chatham Warning Devices in the amount of \$89,233.28.

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

Fiscal Impact: \$89,233.28. Funds will come from the FY2020 Vehicle Replacement Program funding.

Attachments/Exhibits:

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

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



LAWRENCEVILLE

GEORGIA

11.

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: CONSENT

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

Department: Electric

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: \$385,455.00

Presented By: Rick Baldwin

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

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

Background:

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

Concurrences:

Attachments/Exhibits:

Bid Tabulation

COST TABULATION

SB012-20

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

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

COST TABULATION

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

Recommended Vendor:

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: CONSENT

Item:	Special Construction Agreement with BellSouth Telecommunications, LLC d/b/a AT&T Southeast
Department:	Electric Department
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	Estimated \$80,922.92
Presented By:	Rick Baldwin
Action Requested:	Consider Approval of the special construction agreement with BellSouth Telecommunications, LLC d/b/a AT&T Southeast to relocate AT&T aerial cable on Jackson Street to underground facilities

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

Attachments/Exhibits:

2019-09-04-080116

Final billing A01P7S9

PART C

Page: 1

OSPCM System:

GENERATED: 09/03/2019, 15:21

RQST BY: RAMBIN ANDREW

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

CFAS Project#: A01NMYL
 CMC: CNYR

BILLING? N

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

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

TOTAL MCF 0.750
 TOTAL FKF 393.70

TOTAL CONTRACT \$ 37165.49
 TOTAL ENGINEERING \$ 14884.45

GROSS EXPENDITURES \$ 80922.92

NET REQUIREMENTS \$ 80922.92

NET ADDITIONS \$ 57193.15

TOTAL LABOR HOURS = 152.95

TOTAL ENGR HOURS = 113.95

TOTAL M DOLLARS = 0.00



09/16/2019

City of Lawrenceville
435 West Pike St
Lawrenceville GA 30046

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

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

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

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

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

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

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

Sincerely,

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

Project # A01P7S9 Job Authority # 9FE96344A

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

Return the original signed contract to:



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

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

SPECIAL CONSTRUCTION AGREEMENT

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

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

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

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

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

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

CUSTOMER

By City of Lawrenceville

Printed Name

By

Authorized Signature

Title

Date

AT&T Southeast

By Anthony Stancil

Printed Name

By

Anthony Stancil

*Authorized Signature*Title Manager OSP Engineering and
Design

Date 09/16/2019

EXHIBIT 1
DESCRIPTION OF SPECIAL CONSTRUCTION

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: CONSENT

Item:	Lease New Dell Servers for 5 Years
Department:	Information Technologies Department
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	5 Year Lease \$33,624.89 / Year
Presented By:	Kyle J. Parker
Action Requested:	Approve the 5 year Lease for Servers with Dell in the amount of \$33,624.89

Summary: After February 2020, Dell will no longer support our existing servers and disk units. Staff is proposing the lease of new servers and disk units. The purchase price of this equipment is \$153,258.40. The five-year lease price is \$33,401.14 / year.

Fiscal Impact: 5 Year Lease \$33,401.14 / Year. Funding is available in Project 02-007. \$33,500.00 is approved and available in project 02-007. Upon approval of this item \$98.86 will be remaining in the project.

Attachments/Exhibits:

Dell Lease Quote
Dell Equipment Quote



Prepared For:

CITY OF LAWRENCEVILLE

November 6, 2019

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

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

Dell Quote Number	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	5 Payments
3000046664722.2	Dell	\$153,258.40	1	\$153,258.40	0.21794	\$33,401.14
TOTALS				\$153,258.40		\$33,401.14

Proposal Expiration Date:

December 6, 2019

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

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

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

Caren Wright

FSR

Dell | Financial Services

512-728-6628

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

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

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

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

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

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

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

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



A quote for your consideration.

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

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

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

Message from your Sales Rep

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

Regards,
Mike Spaulding

Shipping Group

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

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

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

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

Total:	\$153,258.40
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Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

13.

Shipping To

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

Shipping Method

Standard Delivery

PowerEdge R640 - [AMER_R640_12232]		\$14,879.00	Qty 5	Subtotal \$74,395.00
Estimated delivery if purchased today: Oct. 02, 2019 Contract # 26AHO				
Description	SKU	Unit Price	Qty	Subtotal
PowerEdge R640 Server	210-AKWU	-	5	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	5	-
Trusted Platform Module 2.0	461-AAEM	-	5	-
2.5 Chassis with up to 8 Hard Drives and 3PCIe slots	321-BCQJ	-	5	-
PowerEdge R640 Shipping	340-BKNE	-	5	-
PowerEdge R640 x8 Drive Shipping Material	343-BBEV	-	5	-
Intel Xeon Gold 6234 3.3G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (130W) DDR4-2933	338-BTSP	-	5	-
Intel Xeon Gold 6234 3.3G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (130W) DDR4-2933	338-BTSP	-	5	-
Additional Processor Selected	379-BDCO	-	5	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	5	-
Standard 1U Heatsink	412-AAIQ	-	5	-
Standard 1U Heatsink	412-AAIQ	-	5	-
2933MT/s RDIMMs	370-AEPP	-	5	-
Performance Optimized	370-AAIP	-	5	-
Unconfigured RAID	780-BCDS	-	5	-
PERC H740P RAID Controller, 8GB NV Cache, Mini card	405-AAMS	-	5	-
No Operating System	619-ABVR	-	5	-
No Media Required	421-5736	-	5	-
iDRAC9,Enterprise	385-BBKT	-	5	-
OpenManage Enterprise Advanced	528-BIYY	-	5	-
iDRAC Group Manager, Enabled	379-BCQV	-	5	-
iDRAC,Legacy Password	379-BCSG	-	5	-
Riser Config 2, 3x16 LP	330-BBGN	-	5	-
QLogic FastLinQ 41264 Dual Port 10GbE SFP+ & Dual Port 1GbE BASE-T, rNDC	555-BDYH	-	5	-
No Internal Optical Drive for x4 and x8 HDD Chassis	429-ABBF	-	5	-
8 Standard Fans for R640	384-BBQJ	-	5	-

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

Estimated delivery if purchased today:

Oct. 04, 2019

Contract # 26AHO

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

Estimated delivery if purchased today:

Oct. 07, 2019

Contract # 26AHO

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

Estimated delivery if purchased today:

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

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

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

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

Estimated delivery if purchased today:

Sep. 30, 2019

Contract # 26AHO

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

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

Important Notes

Terms of Sale

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

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

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

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

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

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

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

Pricing, Taxes, and Additional Information

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

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

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

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



LAWRENCEVILLE

GEORGIA

14.

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: CONSENT

Item:	IT Consulting – Server and Network Security Enhancements
Department:	Information Technologies Department
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	\$24,687.50
Presented By:	Kyle J. Parker
Action Requested:	Staff requests approval to contract with SHI International to provide IT Consulting Services for Server and Network Security Enhancements in the amount of \$24,687.50.

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

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

Attachments/Exhibits:

SQL - Quote - Server and Network Security Enhancements



ENHANCEMENT SERVICES

Statement of Work

Prepared for City of Lawrenceville



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

Proposal Date: 9/19/2019

CITY OF LAWRENCEVILLE PROPOSAL FOR SERVICES

1. OVERVIEW

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

2. SCOPE OF SERVICES

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

1. Server Enhancement Scope

Windows Servers stand point

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

2. Network Security Enhancement Scope

Network and Check Point Stand point

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

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

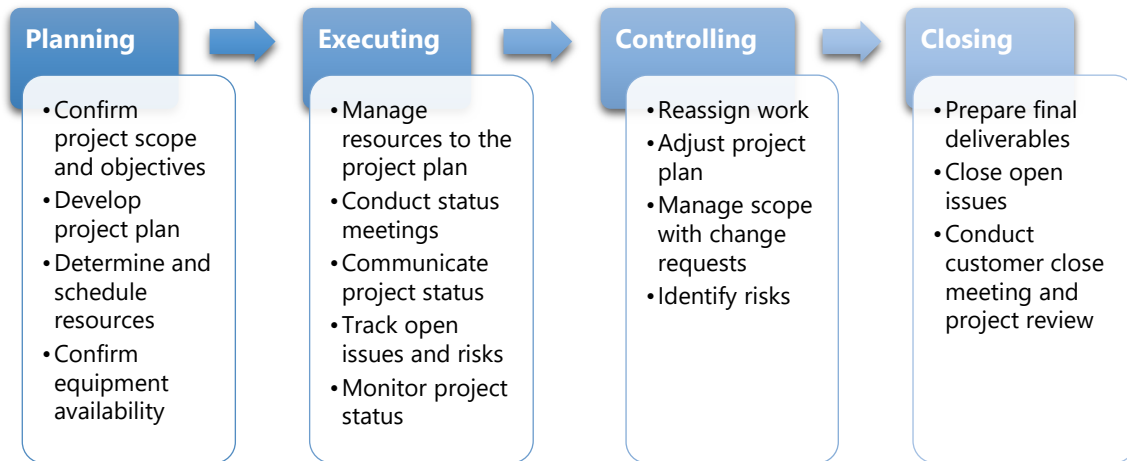
3. COMPLETION CRITERIA

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

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

4. PROJECT MANAGEMENT METHODOLOGY

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



5. PROJECT DURATION

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

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

6. PROJECT TEAM

SHI will provide the following resources for this engagement:

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

7. ASSUMPTIONS

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

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



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

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

8. OUT OF SCOPE

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

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

9. CUSTOMER RESPONSIBILITIES

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

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

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

10. PRICING AND PAYMENT SCHEDULE

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

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

SUMMARY		FEE
ENHANCEMENT SERVICES		\$24,687.50



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

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

10.1. Billing Terms

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

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

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

11. TRAVEL

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

12. TERMS AND CONDITIONS

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

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



13. CONTACT INFORMATION

Please provide the following info:

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

14. STATEMENT OF WORK ACCEPTANCE

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

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

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





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: CONSENT

Item: Managed Firewall Services

Department: Information Technologies Department

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: \$4,050.00 per month, 36 months

Presented By: Kyle J. Parker

Action Requested: Award Managed Firewall Services to Cira InfoTech for a monthly fee of \$4,050.00 to be adjusted periodically based on the current number of endpoints for a term of 36 months. Total contract value of \$145,800.00. Authorization for Mayor to execute contracts subject to approval by the City Attorney. Contracts to follow award.

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

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

Attachments/Exhibits:
Cira InfoTech Proposal



“Cira Infotech, Inc”

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

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

Date

August 28, 2019

Services Performed By:

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

Services Performed For:

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

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

Period of Performance

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

Engagement Resources

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

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

CIT's Understanding of City of Lawrenceville's environment

CIT has the following understanding of the client.

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

Scope of Work

Managed Services Scope for Checkpoint 5K Security Gateway Implementation

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

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

CIT in Scope

On Going day to day operational support including:

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

Following Service Level Objective (SLO) will be applicable:

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

CIT Out of Scope

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

City of Lawrenceville to Provide

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

Completion Criteria

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

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

Consultation Charges

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

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

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

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

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

“City of Lawrenceville, GA”

“Cira Infotech, Inc”

By: _____
Name:

Title:

By: _____
Name:

Title:





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: CONSENT

Item:	Resolution to Adopt a Shared Leave Policy
Department:	City Manager
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	To be determined
Presented By:	Steve North, Deputy City Manager
Action Requested:	Approval of the final shared leave policy and Adopt a Resolution Authorizing a Shared Leave Policy and giving the City Manager the authority to update from time to time as needed.

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

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

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

Attachments/Exhibits:

Resolution to Adopt Shared leave Policy
Shared Leave Policy Final

RESOLUTION _____

RESOLUTION TO ADOPT A SHARED LEAVE POLICY

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

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

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

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

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

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

Judy Jordan Johnson, Mayor

ATTEST:

Karen Pierce, City Clerk

Shared Leave Policy

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

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

Purpose

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

Participation

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

Guidelines

Conditions of Shared Leave:

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

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

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

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

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

Definitions

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

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

Terminating Employment: Ending employment for any reason.

Program Requirements and Procedures

Recipient (Employee requesting shared leave)

The City Human Resources Department will verify the following requirements:

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

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

Shared Leave Approval:

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

Replenishment

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

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

Other Requirements:

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

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

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

Donor

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

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

City Manager Authority Extended

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

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

Chuck Warbington, City Manager

Date



LAWRENCEVILLE

GEORGIA

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

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

Department: Planning and Development

Date of Meeting: Wednesday, October 16, 2019

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

Presented By: Todd Hargrave

Department Recommendation: Denial

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

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

Attachments/Exhibits:

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

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

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

ZONING HISTORY:

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

PROJECT DATA:

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

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

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

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

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

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

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

All Development Regulations must be met.

ELECTRIC DEPARTMENT

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

The developer will have to sign an underground service agreement.

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

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

GAS DEPARTMENT

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

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

WATER DEPARTMENT

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

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

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

CODE ENFORCEMENT

No Comment.

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

RZR2019-00003:

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

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

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00019:

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

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

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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

SIGNATURE OF APPLICANT

DATE

SIGNATURE OF OWNER

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE



DATE

RZR2019-00003

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LAWRENCEVILLE

GEORGIA

17.

REZONING APPLICATION

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

SIGNATURE OF APPLICANT DATE

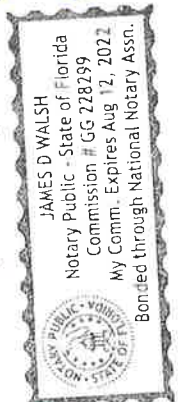
Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

SIGNATURE OF OWNER DATE

Jennifer M. Bird
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE



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22R-2014-00003
SUP 2014-00



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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

SIGNATURE OF APPLICANT

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

Patricia A. Kennedy

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

Amanda Mosley 7/25/19

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2222019-00003
 SUP2019-00003



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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

SIGNATURE OF APPLICANT

DATE

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

SIGNATURE OF OWNER

DATE

Debra L. Cagle

TYPED OR PRINTED NAME

NOTARY PUBLIC

DATE

Amanda Masley 7/25/19

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 770.963.2414 • www.lawrencevillega.org

22R2019-00-003
SUP2019-00018



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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

SIGNATURE OF APPLICANT DATE

Shane M. Lanham, Attorney
TYPED OR PRINTED NAME

NOTARY PUBLIC DATE

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

Williams David Cale
TYPED OR PRINTED NAME

Amanda Masley 7/25/19
NOTARY PUBLIC DATE



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228-201-0003
8/2019-0003



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

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

SIGNATURE OF APPLICANT _____ DATE _____

Shane M. Lanham, Attorney

TYPED OR PRINTED NAME

NOTARY PUBLIC _____ DATE _____

Patricia Ann Cagle Kennedy 7/25/19

SIGNATURE OF OWNER _____ DATE _____

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

TYPED OR PRINTED NAME

Amanda Mosley 7/25/19

NOTARY PUBLIC _____

DATE _____



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770.963.2414 • www.lawrencevillega.org

R2R2019-00003
SUP2019-00003

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

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

*Of Counsel

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

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

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

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

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

Respectfully submitted this 1st day of August, 2019.

MAHAFFEY PICKENS TUCKER, LLP



Shane M. Lanham

Attorneys for Applicant

PROPERTY DESCRIPTION

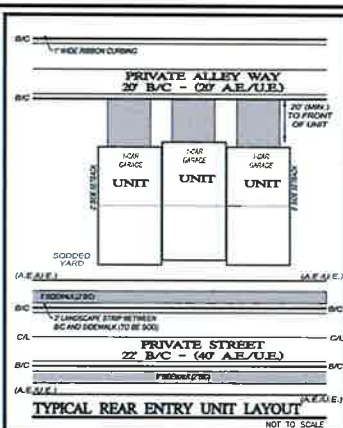
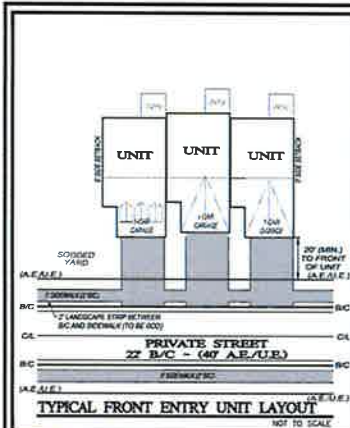
All that tract or parcel of land lying and being in Land Lot 175, of the 5th District, Gwinnett County, and being more particularly described as follows:

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

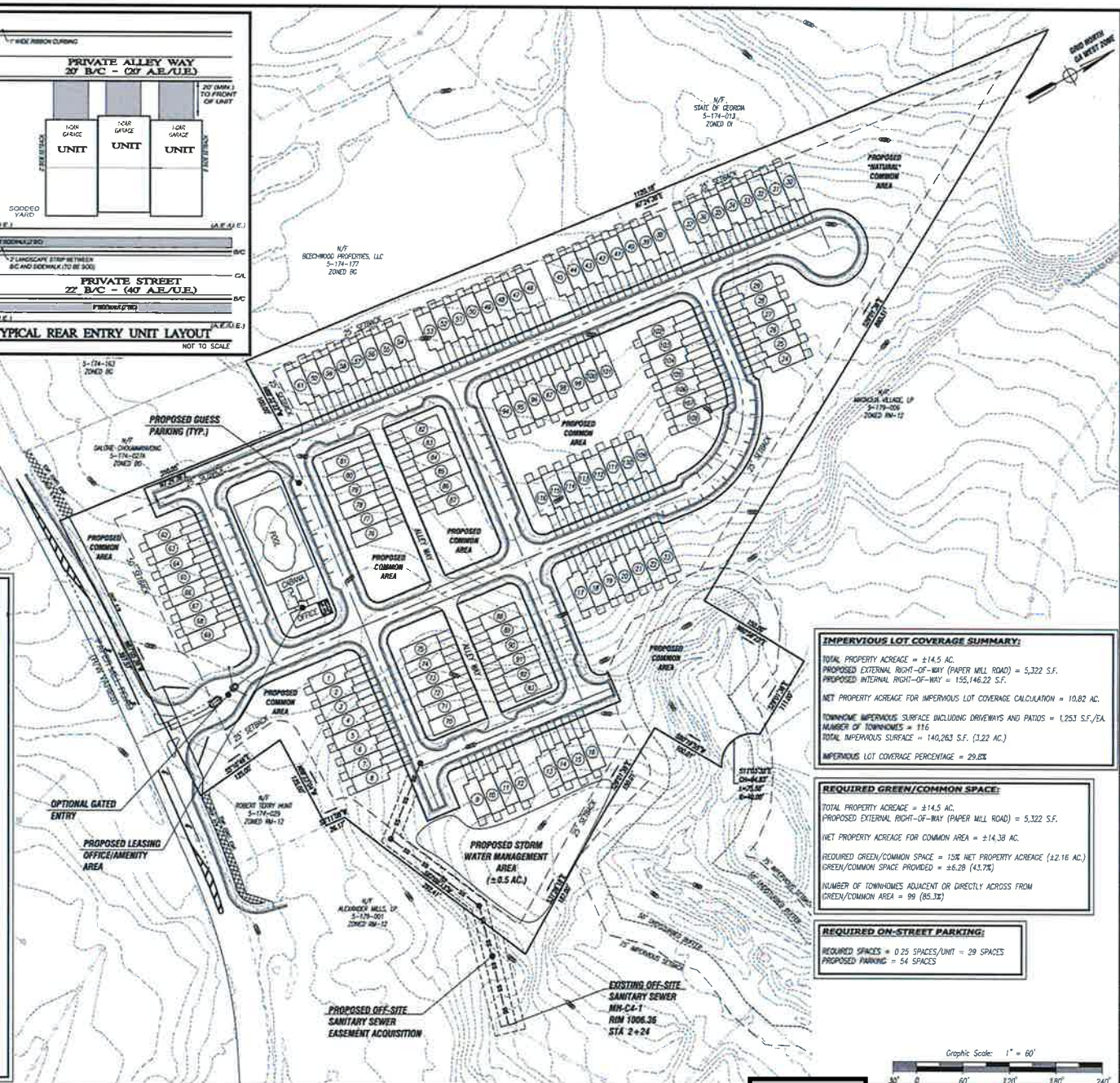
THENCE South 29 degrees 01 minutes 38 seconds East a distance of 860.51 feet to a point;
 THENCE North 60 degrees 58 minutes 22 seconds East a distance of 150.00 feet to a point;
 THENCE South 29 degrees 01 minutes 38 seconds East a distance of 111.00 feet to a point;
 THENCE along a curve to the left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

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

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



- DEVELOPMENT SUMMARY**
- TOTAL PROPERTY ACREAGE = ±14.5 AC.
 - TOTAL NUMBER OF UNITS = 118
FRONT ENTRY = 92
REAR ENTRY = 24
 - CURRENT ZONING = RM-12
 - PROPOSED ZONING = RM-8
 - PARCEL: 5-174-027
 - PROPOSED USE: TOWNHOMES
 - CROSS DENSITY FOR PROPERTY = 8.0 UNITS/AC.
 - REQUIRED SETBACKS:
EXTERNAL FRONT YARD = 50'
EXTERNAL REAR YARD = 40' OR 50' BUFFER ADJACENT TO RESIDENTIAL
EXTERNAL SIDE YARD = 25' OR 50' BUFFER ADJACENT TO RESIDENTIAL
 - PROPOSED LENGTH OF STREETS = ±3,310 LF.
 - ALL LOTS TO BE SERVED BY SANITARY SEWER.
 - SEWER SERVICE PROVIDED BY CHANNETT COUNTY. WATER SERVICE PROVIDED BY CITY OF LAWRENCEVILLE.
 - A 50' FOOT UNDISTURBED VEGETATIVE BUFFER ADJACENT TO ALL RUNNING STREAMS AND CREEKS WILL BE LEFT AND MAINTAINED.
 - NO PORTION OF THE SUBJECT PROPERTY IS LOCATED WITHIN A FLOOD HAZARD AREA AS PER CHANNETT COUNTY F.I.R.M. COMMUNITY PANEL NO. 1313500099, DATED SEPTEMBER 29, 2006.
 - BOUNDARY INFORMATION FROM CHANNETT COUNTY GIS.
 - TOPOGRAPHIC AND UTILITY INFORMATION BASED ON CHANNETT COUNTY GIS.
 - SITE PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE BASED ON ACTUAL FIELD CONDITIONS.
 - LOCATION OF EXISTING STREAMS AND BUFFERS SHOWN BASED ON CHANNETT COUNTY GIS. FIELD VERIFICATION RECOMMENDED.



IMPERVIOUS LOT COVERAGE SUMMARY:

TOTAL PROPERTY ACREAGE = ±14.5 AC.
PROPOSED EXTERNAL RIGHT-OF-WAY (PAPER MILL ROAD) = 5,322 S.F.
PROPOSED INTERNAL RIGHT-OF-WAY = 155,146.22 S.F.
NET PROPERTY ACREAGE FOR IMPERVIOUS LOT COVERAGE CALCULATION = 10.82 AC.
TOWNHOME IMPERVIOUS SURFACE INCLUDING DRIVEWAYS AND PATIOS = 1,253 S.F./EA.
NUMBER OF TOWNHOMES = 118
TOTAL IMPERVIOUS SURFACE = 140,263 S.F. (3.22 AC.)
IMPERVIOUS LOT COVERAGE PERCENTAGE = 29.8%

REQUIRED GREEN/Common SPACE:

TOTAL PROPERTY ACREAGE = ±14.5 AC.
PROPOSED EXTERNAL RIGHT-OF-WAY (PAPER MILL ROAD) = 5,322 S.F.
NET PROPERTY ACREAGE FOR COMMON AREA = ±14.38 AC.
REQUIRED GREEN/Common SPACE = 15% NET PROPERTY ACREAGE (±2.16 AC.)
GREEN/Common SPACE PROVIDED = ±6.28 (43.7%)
NUMBER OF TOWNHOMES ADJACENT OR DIRECTLY ACROSS FROM GREEN/Common AREA = 99 (85.3%)

REQUIRED ON-STREET PARKING:

REQUIRED SPACES = 0.25 SPACES/UNIT = 29 SPACES
PROPOSED PARKING = 54 SPACES



5074 BRISTOL INDUSTRIAL WAY
SUITE A
BUFORD, GEORGIA 30518
(770) 271-2858
www.dpengr.com

PREPARED FOR:
FIELDSTONE PROPERTIES AND DEVELOPMENT
390 BROGDON ROAD
SUWANEE, GA. 30024

PROJECT NAME:
PAPER MILL ROAD TRACT

TASK:
CONCEPTUAL SITE PLAN

PROJECT INFORMATION:

PAPER MILL ROAD TRACT
Project Number: 17-012A
Project Address: 174
Parcel: 5-174-027
Owner: CITY OF LAWRENCEVILLE
County: State

REVISION	DATE	DESCRIPTION
1	05/10/19	ISSUED FOR PERMIT

1 of 1

20' REAR ENTRY, SINGLE CAR GARAGE TOWNHOME



Front Elevation A



Front Elevation B



Front Elevation C



Front Elevation D

20' FRONT ENTRY, SINGLE CAR GARAGE TOWNHOME

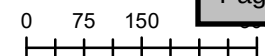




The City of Lawrenceville
Planning & Development
**Aerial Map and
Surrounding Area**
File # RZR19-00003
File # SUP19-00019
Applicant:
TPA Acquisitions 1, LLC c/o
Mahaffey Pickens Tucker, LLP

Legend

-  Subject Property
-  Roads
-  Parcels





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

Legend

 Subject Property

 Roads

 Parcels

ZONING

 BG

 ON

 OI

 LM

 RM-12

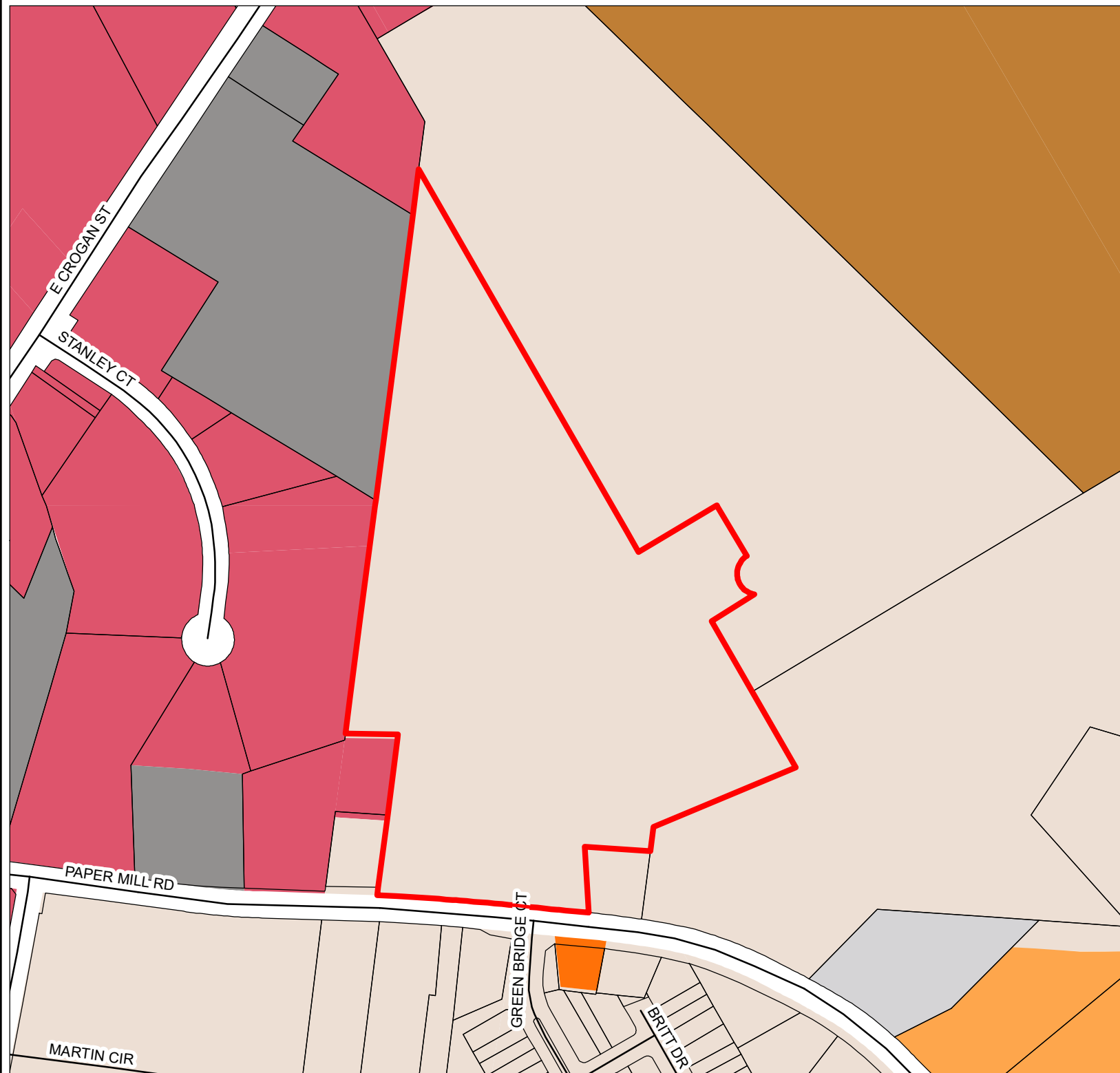
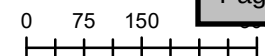
 RM-M

 RS150

 RS60



Page 91





LAWRENCEVILLE

GEORGIA

18.

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: PUBLIC HEARING OLD BUSINESS

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

Department: Planning and Development

Date of Meeting: Wednesday, November 13, 2019

Applicant Request: Rezoning from RM-12 to BG

Presented By: Todd Hargrave

**Department
Recommendation:** Approval with Conditions

**Planning
Commission
Recommendation:**

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

Attachments/Exhibits:

RZC2019-00009 Report

RZC2019-00009 Attachments

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

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

ZONING HISTORY

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

PROJECT DATA

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

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

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

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

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

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

No comment.

ELECTRIC DEPARTMENT

No comment.

GAS DEPARTMENT

No comment.

WATER DEPARTMENT

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

CODE ENFORCEMENT

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

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

PLANNING AND DEVELOPMENT DEPARTMENT RECOMMENDED CONDITIONS

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

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

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

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

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

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



LAWRENCEVILLE

GEORGIA

REZONING APPLICATION

APPLICANT INFORMATION	PROPERTY OWNER INFORMATION*
NAME: <u>SAM SIMS</u>	NAME: <u>SAM SIMS</u>
ADDRESS: <u>840 WINNBROOK DR.</u>	ADDRESS: <u>840 WINNBROOK DR.</u>
CITY: <u>Dacula</u>	CITY: <u>Dacula</u>
STATE: <u>GA.</u> ZIP: <u>30019</u>	STATE: <u>GA.</u> ZIP: <u>30019</u>
CONTACT PERSON: <u>KIM WATKINS</u> PHONE: <u>678-200-8821</u>	
* If multiple property owners, each owner must file an application form or attach a list, however only one fee. Multiple projects with one owner, must file separate applications, with separate fees.	
PRESENT ZONING DISTRICT(S): <u>RM12</u> REQUESTED ZONING DISTRICT: <u>BG</u>	
PARCEL NUMBER(S): <u>R5179099</u> ACREAGE: <u>0.20</u>	
ADDRESS OF PROPERTY: <u>330 Buford Drive</u>	

Sam B. Sims
SIGNATURE OF APPLICANT DATE

SAM B. SIMS
TYPED OR PRINTED NAME

Jodi Peacock 9-4-19
NOTARY PUBLIC DATE

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

Sam B. Sims
SIGNATURE OF OWNER DATE

SAM B. SIMS
TYPED OR PRINTED NAME

Jodi Peacock 9-4-19
NOTARY PUBLIC DATE

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

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

PZC2019-00009

Date: 9-9-19

To: City of Lawrenceville Department of Planning and Development

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

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

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

Respectfully submitted,

Sam Sims
Sam Sims

48487
00161

BK 48487 PG 0161

EXHIBIT "A"

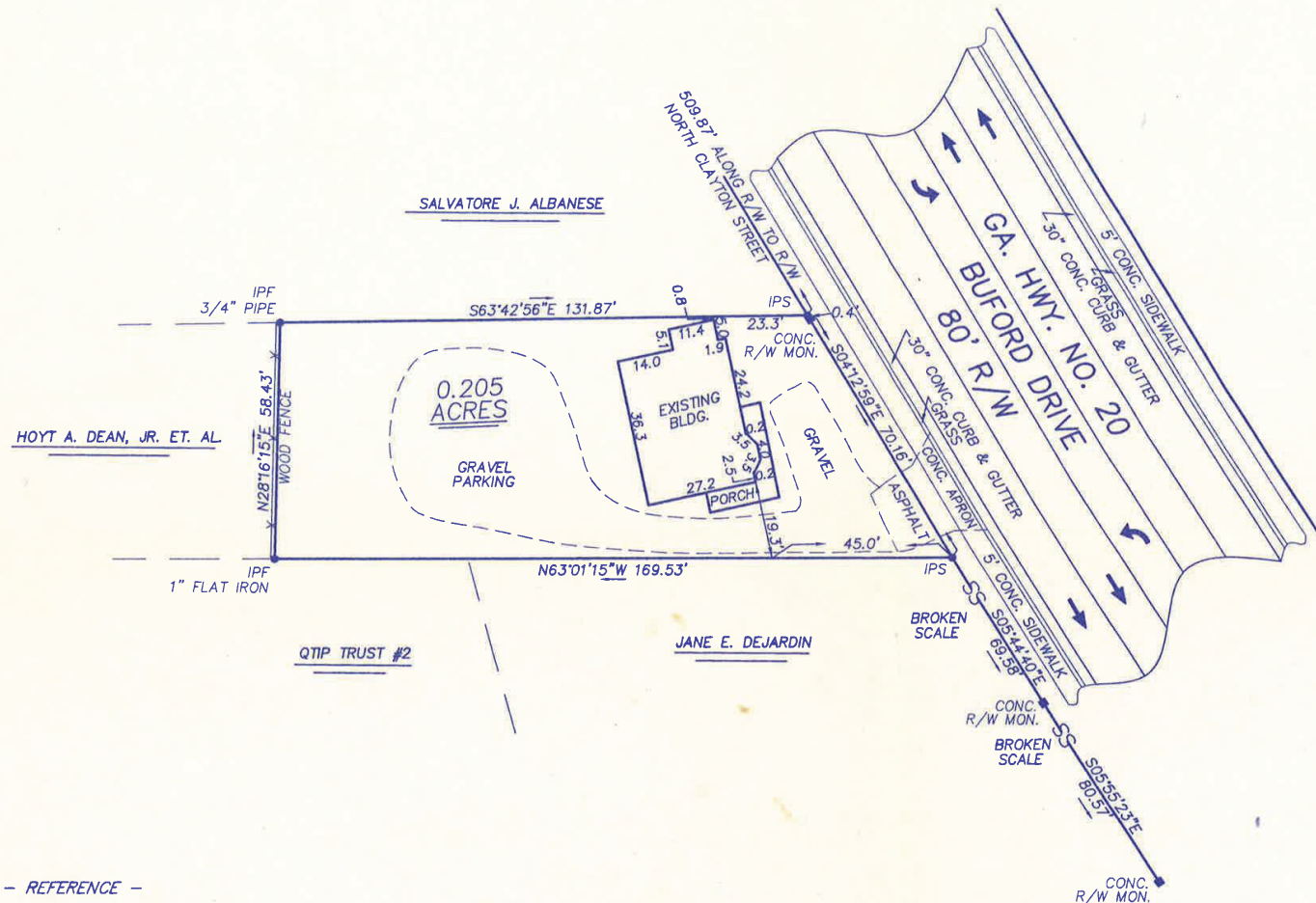
ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 176, 5TH LAND DISTRICT, CITY OF LAWRENCEVILLE, STATE OF GEORGIA AND BEING SHOWN AS A 0.205 ACRE TRACT OF LAND ON PLAT OF SURVEY FOR SAM SIMS BY W. T. DUNAHOO, GEORGIA R.L.S. NO. 1577 DATED NOVEMBER 28, 2007 AND BEING MORE PARTICULARLY DESCRIBED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

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

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

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

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



— REFERENCE —

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



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



SURVEY FOR		STATE OF GEORGIA		
SAM SIMS		LAND LOT 176 5TH DIST.		
CITY	GMD	COUNTY	SCALE	DATE
LAWRENCEVILLE		GWINNETT	1"=30'	11-28-07
W. T. DUNAHOO AND ASSOCIATES				
P.O. BOX 183		(770) 867-3971		WINNER, GEORGIA 30680

P2C2019-00009



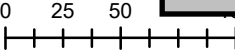
The City of Lawrenceville
Planning & Development

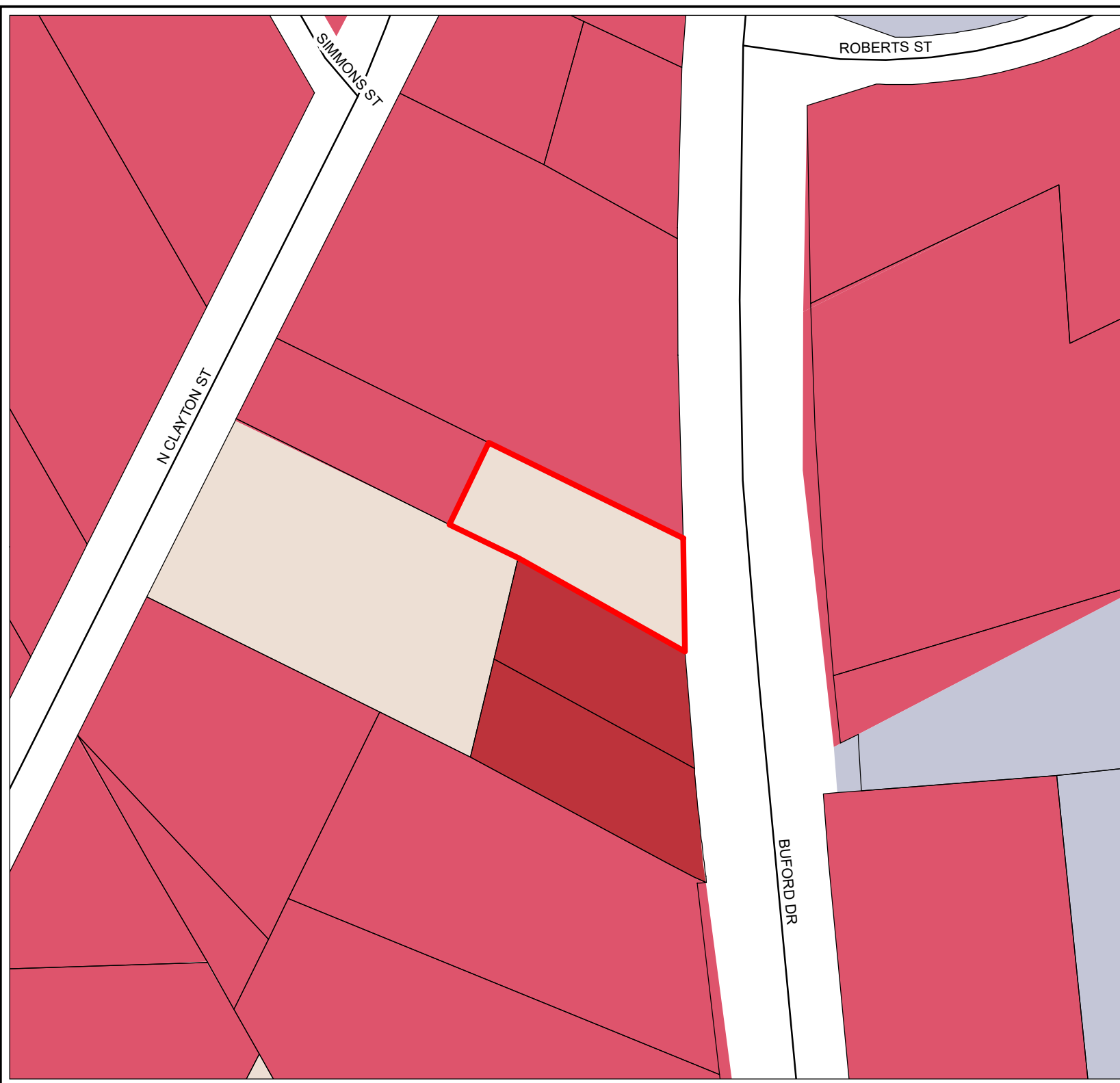
**Aerial Map and
Surrounding Area**
File # RZC19-00009

Applicant: Sam Sims

Legend

-  Subject Property
-  Roads
-  Parcels





The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # RZC2019-00009

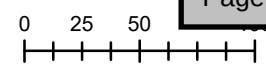
Applicant: Sam Sims

Legend

- Subject Property
- Roads
- Parcels

ZONING

- BG
- BGC
- LM
- RM-12





LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: PUBLIC HEARING OLD BUSINESS

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

Department: Planning and Development

Date of Meeting: Wednesday, November 13, 2019

Applicant Request: Special Events Facility

Presented By: Todd Hargrave

**Department
Recommendation:** Approval with Conditions

**Planning
Commission
Recommendation:** Approval with staff's conditions

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

Attachments/Exhibits:

SUP2019-00020 Report

SUP2019-00020 Attachments

Code of Ordinance Section 4-71 (a)(2), Special Events Facility Regulation

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

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

DEPARTMENT RECOMMENDATION APPROVAL WITH CONDITIONS

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

PROJECT DATA:

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

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

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

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

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

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

No comment.

ELECTRIC DEPARTMENT

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

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

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

GAS DEPARTMENT

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

WATER DEPARTMENT

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

DAMAGE PREVENTION DEPARTMENT

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

CODE ENFORCEMENT

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

**PLANNING AND DEVELOPMENT DEPARTMENT
RECOMMENDED CONDITIONS**

SUP2019-00020:

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

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

ZONING ORDINANCE SECTION 13.3 REZONING PROCEDURE:

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



LAWRENCEVILLE

GEORGIA

19.

SPECIAL USE PERMIT APPLICATION

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



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

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

Rigoberto Garcia 6-11-19
SIGNATURE OF OWNER DATE
Rigoberto Garcia
TYPED OR PRINTED NAME



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

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

Friday, September 06, 2019

SUP Letter of Intent

Subject Property
323 East Crogan Street
Lawrenceville GA 30046

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

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

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

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

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

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

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

Ringo Abernathy & Associates

19.

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

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

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

Thank you kindly for your help and consideration.

Respectfully yours,
Bryan

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

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

Legal Description

19.

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

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

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

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

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

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

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

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

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

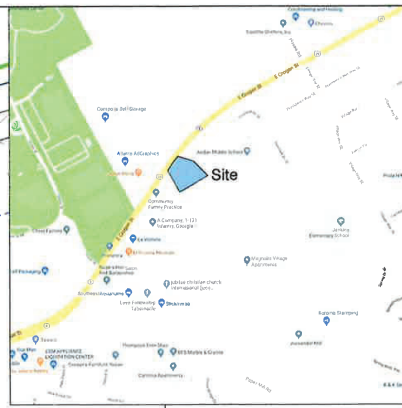
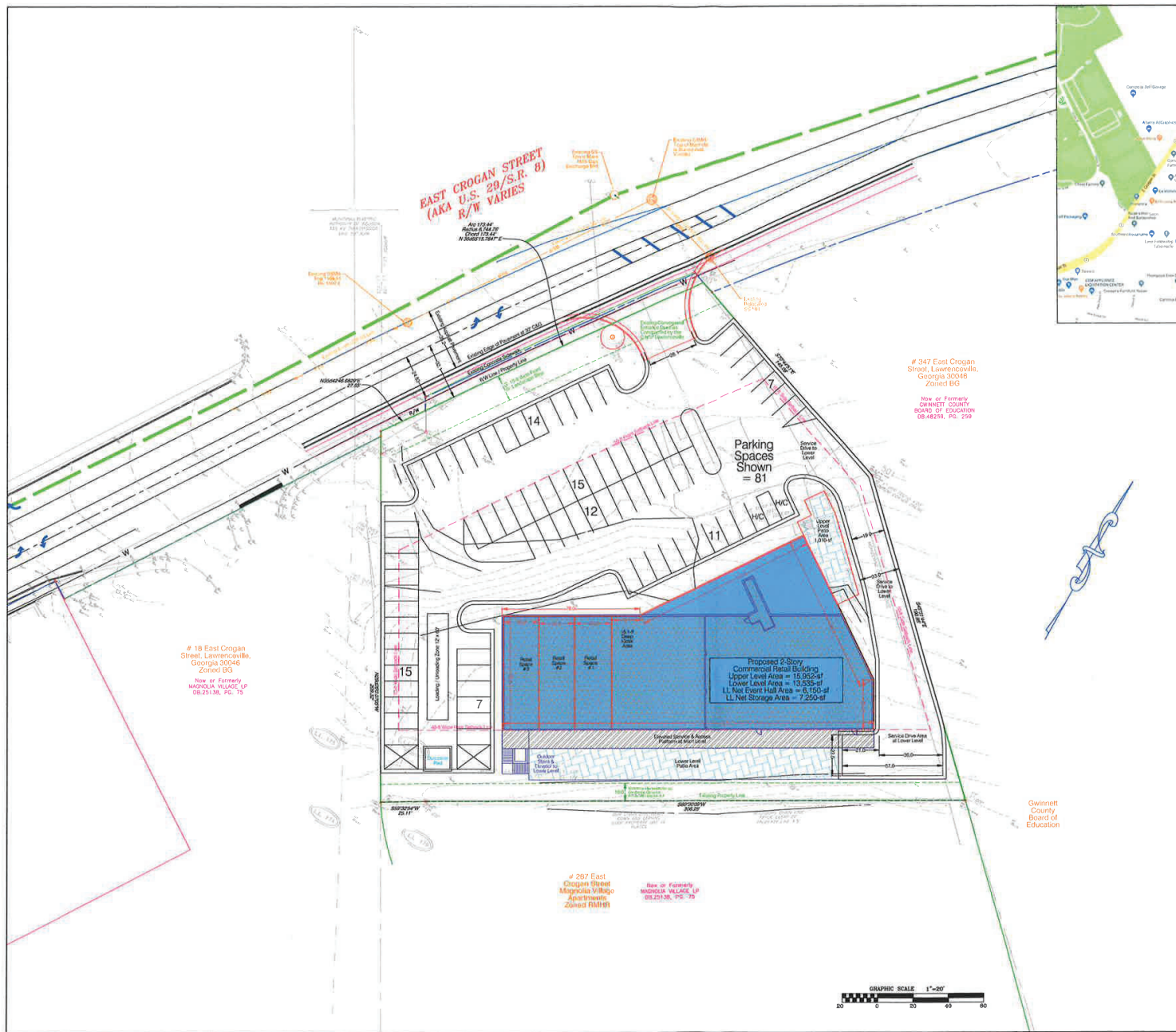
Said Parcel Contains 1.69-Acres

Parcel # 5178 032

1.69-Acres

323 East Crogan Street

Lawrenceville, Georgia 30046



Location Map



RINGO ABERNATHY & ASSOCIATES
INC.
3750 Peachtree Dunwoody Road, Suite 100
Atlanta, Georgia 30328
(404) 412-1111
Fax: (404) 412-1112
www.ringobernathy.com

El Arcoiris
Restaurant & Supercorrido

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

Sheet
1

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

Site Plan # 8.4

- Proposed Floor Area Breakdown**
Total Gross Building Area = 20,190-sf
The Gross Main Floor Building Area = 15,690-sf
The Gross Lower Level Building Area = 13,335-sf
The Net Lower Level Event Hall Net Area = 6,150-sf
The Net Lower Level Storage Area = 7,250-sf
- Project Description / Proposed Development**
1. Main Floor - Commercial Retail + Restaurant + Grocery Store
2. Lower Level - Event Hall + Private Storage
3. Two Story Commercial Building
4. Restaurant, Grocery Store and Commercial Retail Lease Spaces on the Main Level
5. Event Hall on the Lower Level
6. Tex Parcel # S178 032
7. Surveyed Area 1.69-Acres
8. Zoning BG

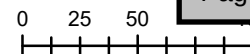


The City of Lawrenceville
Planning & Development
**Aerial Map and
Surrounding Area**
File # SUP2019-00020

Applicant: William Matthews

Legend

-  Subject Property
-  Roads
-  Parcels





The City of Lawrenceville
Planning & Development

Location Map and
Surrounding Zoning
File # SUP2019-00020

Applicant: William Matthews

Legend

 Subject Property

 Roads

 Parcels

ZONING

 BG

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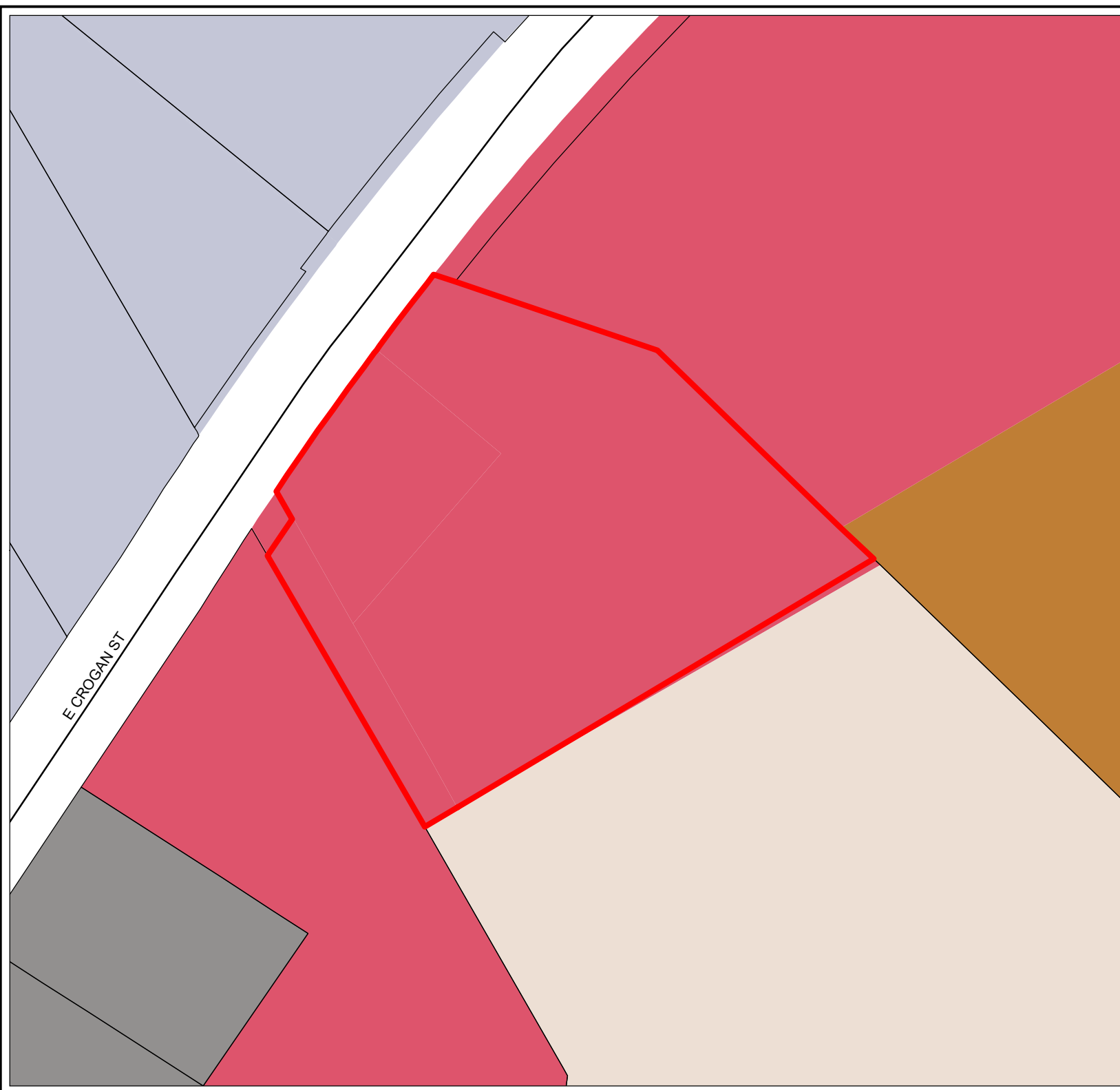
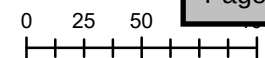
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 RM-12

 RM-M



Page 118



Sec. 4-71. - Special use permit minimum requirements.

(a) The following are minimum special use permit requirements for the exemptions set forth in [section 4-70\(b\)\(3\)](#) and (4).

(1) The applicant shall be required to provide adequate security officers for the event as established by the Mayor and Council at the expense of the applicant. Security officers used to comply with this section shall be off-duty police officers or sheriff's deputies from Gwinnett County or one of its municipalities.

(2) A special use permit for an indoor special event facility shall only be granted to facilities in the downtown overlay district.

(3) A separate event administrative application and permit shall be required for any party leasing the indoor special event facility and contracting with a licensed caterer as provided by [section 4-144](#).



LAWRENCEVILLE

GEORGIA

20.

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Gas Department Rebate Program
Department:	Gas
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	\$47,601.26
Presented By:	Todd Hardigree
Action Requested:	Approval of gas department rebate program and grant the Gas Director the authority to deny, approve and change rebates at their discretion.

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

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

Concurrences: The City attorneys have approved the attached item.

Attachments/Exhibits:
Rebate Guidelines



LAWRENCEVILLE

GEORGIA

20.

Lawrenceville Rebate Terms and Conditions:

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

To qualify for this program, please complete these steps:

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

Once the online application is completed:

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

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



LAWRENCEVILLE

GEORGIA

20.

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

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



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Ordinance Amendment to Chapter 30 Solid Waste
Department:	Public Works/Finance
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	None
Presented By:	Barry Mock & Keith Lee
Action Requested:	Request Approval of amendments to Chapter 30 Solid Waste Ordinance

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

Fiscal Impact: none

Attachments/Exhibits:
Sanitation Ordinance

ORDINANCE NO. _____

**ORDINANCE TO AMEND SOLID WASTE MANAGEMENT AND COLLECTION SERVICES AND
PROCEDURES FOR THE CITY OF LAWRENCEVILLE**

The City Council of the City of Lawrenceville, Georgia hereby ordains that Chapter 30 of the Code of the City of Lawrenceville, Georgia is hereby amended as follows:

By Deleting Chapter 30 in its entirety and replacing it with the following new provisions:

CHAPTER 30. SOLID WASTE

ARTICLE I. IN GENERAL

Sec. 30-1. Services Provided.

The city may provide for and/or regulate the following solid waste disposal services:

- (1) Residential garbage and solid waste collection and disposal;
- (2) Commercial garbage and solid waste collection and disposal;
- (3) Industrial garbage and solid waste collection and disposal;
- (4) Construction and demolition waste collection and disposal;
- (5) Residential recycling collection and disposal; and
- (6) Commercial recycling collection and disposal.

Sec. 30-2. Definitions.

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

Authorized agent means designee of owner of the property. Excludes tenants, unless specifically designated by the owner of the property in writing and with sufficient contact information of the tenant provided (phone number, mailing address, etc).

Commercial garbage and solid waste means all garbage, refuse, rubbish, trash and other waste of manufacturing or commercial establishments, cinders and ashes from commercial boilers, and cardboard and wooden boxes, crates and barrels.

Commercial establishment means any hotel, motel, business, manufacturing, public or semi-public establishment of any nature or kind whatsoever other than one- or two- family dwelling units, apartments and condominium.

Construction and demolition waste means building materials and rubble resulting from construction, remodeling, repair, or demolition operations on pavements, houses, commercial buildings, and other structures. Such waste includes but is not limited to waste containing asbestos, wood, bricks, metal, concrete, wallboard, paper, cardboard, and other nonputrescible

wastes associated with construction and demolition activities which have a low potential for ground-water contamination. Inert waste landfill materials approved by authorized state and/or federal agencies for disposal in landfills permitted by rule and regulation other than residential solid waste as defined in this chapter are also included in this definition if disposed in a construction or demolition waste landfill.

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

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

Entity means the actual business or house for collection.

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

Industrial solid waste means solid waste generated by manufacturing or industrial processes that is not a hazardous waste regulated under the Hazardous Waste Management Act and regulations promulgated by the board of natural resources, chapter 391-3-11. Such waste includes, but is not limited to, wastes resulting from the following manufacturing processes: Electric power generation; fertilizer/agricultural chemicals; food and related products/by-products; inorganic chemicals; iron and steel manufacturing; leather and leather products; nonferrous metals manufacturing/foundries; organic chemicals; plastics and resins manufacturing; pulp and paper industry; rubber and miscellaneous plastic products; stone, glass, clay, and concrete products; textile manufacturing; transportation equipment; and water treatment. This term does not include mining waste or oil or gas waste.

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

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

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

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

Recovered materials processing facility. A facility engaged solely in the storage, processing, and resale or reuse of recovered materials. Such terms shall not include a solid waste handling facility; provided, however, any solid waste generated by such facility shall be subject to all applicable laws and regulations relating to such solid waste.

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

Recycling means any process, both commercial and residential, by which materials which would otherwise become solid waste are collected, separated or processed and reused or returned to use in the form of raw materials or products;

- (1) Commercial recycling means recycling conducted from multi-family dwellings, retail, service, food, or other businesses located within the corporate limits of the city, both present and future, which properties are not eligible for residential waste collection;
- (2) Residential recycling means recycling conducted from single-family residences located within the corporate limits of the city, both present and future, or other residences which qualify for residential waste collection.

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

Residential garbage and solid waste means all household refuse, trash, garbage, yard waste, or rubbish including but not limited to putrescible animal, fruit and vegetable matter resulting from the preparation, cooking, storage, sale and serving of food, cans, glass, paper, and other containers, material that is generated as household garbage and inert yard waste such as grass clippings, leaves, and branches generated from residences, unless otherwise defined herein.

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

Secs. 30-3.—30-9. Reserved.

ARTICLE II. RESIDENTIAL GARBAGE AND SOLID WASTE COLLECTION AND DISPOSAL

Section 30-10. City to Collect Residential Garbage, Recycling and Yard Waste.

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

Section 30-11. Commencement of Service.

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

updating said information as needed. Garbage and solid waste collection fees shall be a charge against the property.

Section 30-12. Residential fees.

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

- (1) *Residential Service:* The finance department of the city shall maintain on file and make available to the public a record of the costs, fees, service charges and deposits for curbside garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined by the city council and shall also cause a penalty as determined by the city council. Continued delinquent accounts shall be subject to imposition of a lien against the property served in accordance with the city charter. Monthly charges shall be billed based on one service a week. The monthly charges are:
 - a. Standard Residential property curbside pick-up
 1. The City will provide one (1) 95-gallon container at no charge.
 2. Monthly charge will be billed at \$0.00 per month for single family properties occupied by the homeowner.
 3. Monthly charge will be billed at \$20.00 per month for rental properties.
 - b. Premium Residential property curbside pick-up
 1. The City will provide one (1) 95-gallon container at no charge.
 2. Premium residential service accounts may elect to have more than one City provided 95-gallon container. For each additional container, account holder shall pay a one-time fee as determined by the City Manager and/or designee.
 3. Monthly charge will be billed \$20.00 per month/per container.
- (2) All garbage bills shall be due when received, and if a utility bill is not paid within fifteen days of billing, a penalty of ten percent of the amount of the bill shall be added thereto.
- (3) Large/Bulk Item Fees
 - a. Large items that are in excess of the provided container, will be collected by the City and are subject to the laws of the City. A fee will be charged for these large/bulk items, and the fee schedule is listed in the Sanitation Collection Policy.
 - b. Standard limb, leaf, and yard waste is collected by the City at no charge to the resident. However, excessive amounts of limbs, leaves and other yard waste, will be subject to a fee of \$25 for a one-half truck load, or \$50 for a full truck load.

Section 30-13. Garbage and Recycling Containers; Collection.

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

- (1) Standard garbage collection service shall be provided for one (1) container. Residents must place garbage inside the provided container for curbside household garbage collection. No loose bags or personal cans will be serviced by the City.
- (2) Premium garbage collection service shall be provided for two (2) or more containers at an additional cost as determined by the City Council as described in Sec. 30-12(a)(1)b.
- (3) Every individual residence or premises where people reside shall be provided, upon request, with one (1) recycling container for curbside collection of approved recyclables. Residents must use the provided container for curbside recycling collection. It shall be unlawful to place garbage or recycling for collection in a box, tub, crate or container that is not provided by the city. All garbage and recycling must be placed in the provided container(s) for collection. Any garbage, recycling, yard waste, or other waste defined in this chapter left at curbside shall be deemed waste material and shall, subject to the limitations of this chapter, be picked up by the city at a charge to the property owner or his authorized agent. Those owners or authorized agents exceeding the amount or type of garbage and/or waste allowed shall be deemed in violation of this article and shall be subject to those general penalties described in the Lawrenceville Code of Ordinances.

(b) Garbage and recycling containers shall be placed at the curb no earlier than 5:00 p.m. the day before pickup. To insure pickup, containers should be placed at the curb no later than 7:00 a.m. on the day of collection.

(c) Garbage shall be collected from the curbside, or other suitable location authorized by the City Manager or his/her designee, at residential premises once weekly.

(d) Non-collectable and prohibited items. Certain items, by their nature, prohibit disposal or collection by ordinary or routine means due to their size, weight, volume, bulk, putrescibility, injurious or hazardous characteristics. The following is a nonexclusive list of the type of items that shall not be collected by the service provider as part of its routine service. This includes curbside-recycling collection. Placement of these items or similar items in receptacles serviced by both the garbage and recycling providers is prohibited:

- (1) The placement of the following prohibited items in receptacles placed on the curb for pickup by the city is unlawful and punishable according to this Code in addition to any federal and state penalties. The public works department shall maintain, on file, information regarding proper disposal practices for prohibited items.
 - a. Vehicle batteries.
 - b. Toxic, caustic, infectious, contagious, explosive or otherwise hazardous waste: The service provider shall not collect nor handle toxic, caustic, infectious, contagious, explosive or otherwise hazardous waste for disposal. Such waste shall be disposed of in accordance with federal, state and local laws and procedures.

- (2) Items similar to, but not limited by the following, may be collected curbside with additional fees:
 - a. Household appliances and furniture.
 - b. Carpets or carpet scraps.
 - c. Bed mattresses and box springs.
- (3) Curbside collection of more than five (5) items must be approved by the City Manager or his/her designee. Additional fees may apply.

Section 30-14. Collection Exceptions.

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

Section 30-15. Yard Waste—Preparation and Placement for Collection.

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

Secs. 30-16.—30-24. Reserved.

ARTICLE III. COMMERCIAL GARBAGE AND SOLID WASTE COLLECTION AND DISPOSAL

Section 30-25. When Commercial Garbage Receptacles Required.

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

written request must be submitted to the City Manager or his/her designee for approval before such arrangement is allowed.

Section 30-26. Commercial fees.

(a) The collection fees for commercial establishments, factories and other business places whose service is provided by the City of Lawrenceville shall be such as may be set from time to time by the City Council.

(1) *Commercial Service:* The finance department of the city shall maintain on file and make available to the public a record of the costs, fees, service charges and deposits for garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined by the city council and shall also cause a penalty as determined by the city council. Continued delinquent accounts shall be subject to imposition of a lien against the property served, in accordance with the city charter. Monthly charges shall be billed based on a one service a week. Monthly charges are:

- a. Standard Commercial property curbside pick-up
 1. The City will provide one (1) 95-gallon container at no charge.
 2. Monthly charge will be billed at \$20.00 per month.
- b. Premium Commercial property curbside pick-up
 1. The City will provide one (1) 95-gallon container at no charge.
 2. Premium residential service accounts may elect to have more than one City provided 95-gallon container. For each additional container, account holder shall pay a one-time fee of \$50 per container.
 3. Monthly charge will be billed \$20.00 per month/per container.
- c. Commercial dumpster service
 1. The cost shall be billed \$100 per month/per dumpster. Dumpster will be serviced 1x/week.
 2. If the dumpster is to be serviced multiple times/week, the fee shall be multiplied by the number of services.
 3. Additional containers maybe purchased from the City at fee established by the City Manager or designee.

(b) *Urban Commercial Service:* Defined as the nine (9) block downtown area between Oak Street and Luckie Street and Culver Street and Chestnut Street shall be served by City-owned facilities. The City will strive to install shared infrastructure where possible. The finance department of the city shall maintain on file and make available to the public a record of the costs, fees, service charges and deposits for garbage collection and any additional fees for special circumstances. Non-payment of fees shall be cause for the imposition of late fees as determined

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

- a. Tier 1, \$300.00
- b. Tier 2, \$150.00
- c. Tier 3, \$100.00
- d. Tier 4, \$20.00

(c) Additional services required to maintain the cleanliness of the shared dumpster facility shall be billed to each participant at one quarter (¼) the monthly charge for each service (listed above).

(d) All garbage bills shall be due when received, and if a utility bill is not paid within fifteen days of billing, a penalty of ten percent of the amount of the bill shall be added thereto.

(e) Large/Bulk Item Fees

- a. Large items that are in excess of the provided container, will be collected by the City and are subject to the laws of the City. A fee will be charged for these large/bulk items, and the fee schedule is listed in the Sanitation Collection Policy.

Section 30-27. Placement of Commercial Containers.

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

Section 30-28. Commercial Containers Not to be Left on Streets; Exception.

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

Section 30-29. Night Collections.

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

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

Section 30-30. Special Requirements.

(a) No building materials or refuse from building, remodeling, repair operations or landscape work will be handled by city forces. All waste material of this nature shall be removed by the contractor, or in the event of his failure, by the owner of the property; provided, that the owner may make application to the City Manager or his/her designee may, if practical, remove the rubbish at the expense of the owner. The charge made for such service shall be determined in each case with relation to the service performed or if a hardship exists determined by the City Manager or his/her designee. See also Sec. 30-40 regarding Construction and demolition waste.

(b) Industrial wastes from factories, processing plants, dry cleaning operations and other manufacturing operations shall be collected, removed and disposed of by the operator of the enterprise. See also Sec. 30-41 "Other waste", Disposal by owner; Hospital waste, Industrial waste.

(c) The City Manager or his/her designee may remove any waste materials for which no provision is made in this section, provided the cost that is determined by the City Manager or his/her designee as being reasonable for the service performed is paid by the person making application for the removal of such waste material.

Sec. 30-31. Commercial recycling and registration.

Any individual, entity, company, corporation, or group both private or commercial, who seeks to engage in the business of commercial recycling, as defined herein, may do business within the corporate limits of the city, upon registering with the city clerk, providing proof a valid commercial liability and automobile insurance, and certifying that it is engaged only in the business of commercial recycling as defined herein and is utilizing a recovered materials processing facility as defined herein. Each container placed within the city for purposes of commercial recycling shall contain a conspicuous notice designating the container as a container for recycled goods only. Should any individual, entity, company, corporation, or group, place a commercial recycling container at any commercial location that does not also maintain a waste disposal container, a rebuttable presumption shall exist that the commercial recycling container is being used for waste disposal in violation of this chapter.

Sec. 30-32. Commercial collection and registration.

Any individual, entity, company, corporation, or group both private or commercial, who seeks to engage in the business of commercial waste collection, may do business within the corporate limits of the city, upon registering with the city clerk, providing proof a valid commercial liability and automobile insurance, and certifying that it is engaged only in the business of commercial waste collection. However, no such registration should be allowed for the area designated under the Urban Collection Service as set forth in Sec. 30-26(b). Additionally, the city may require any commercial waste hauler or collector to provide documentary evidence of appropriate and lawful disposal of commercial waste for the previous calendar year as a prerequisite to approving registration or at any time during the period in which the hauler or collector is doing business in the city.

Secs. 30-33.—30-39. Reserved.

ARTICLE IV. OTHER PROVISIONS AND REQUIREMENTS

Sec. 30-40. - Construction and demolition waste.

(a) *Collection of construction and demolition waste.* Any individual, entity, company, corporation, or group both private or commercial, who seeks to engage in the business of collecting and hauling construction and demolition waste, as defined herein, may do business within the corporate limits of the city, upon registering with the city clerk, providing proof a valid commercial liability and automobile insurance, and certifying that it is engaged only in the business of collecting and hauling construction and demolition waste as defined herein and is depositing all such waste in a landfill approved for disposal of such waste by the state and certified by the state department of natural resources.

(b) *Proof of disposal.* The city may require any construction and demolition waste hauler or collector to provide documentary evidence of appropriate and lawful disposal of construction and demolition waste for the previous calendar year as a prerequisite to approving registration or at any time during the period in which the hauler or collector is doing business in the city.

(c) *Violations and enforcement.*

- (1) Should any individual, entity, company, corporation, or group either private or commercial other than the city or its designated garbage collector collect or haul or attempt to collect or haul construction and demolition waste, as defined herein, without registering with the city clerk and providing a sworn statement as required above, said person or entity shall be in violation of this chapter, and may be cited and fined an amount of not less than five hundred dollars (\$500.00) per day nor more than one thousand dollars (\$1,000.00) per day. Each day that such violation continues shall be considered a separate offense.
- (2) Should any individual, entity, company, corporation, or group haul or attempt to haul construction and demolition waste to an unauthorized or illegal site or disposal facility

or should any individual, entity, company, corporation or group be unable to provide proof of proper disposal of construction and demolition waste under subsection (b) of this section said party shall be in violation of this chapter and may be cited and fined an amount of not less than five hundred dollars (\$500.00) per day nor more than one thousand dollars (\$1,000) per day and may also be subject to revocation of their registration and right to collect construction and demolition waste in the city.

Section 30-41. "Other waste", Disposal by owner; Hospital waste, Industrial waste.

(a) "Other waste", as defined in this chapter, shall be disposed of by persons in charge of the residence or establishment where such wastes are generated. Disposal shall be at the disposal facility designated by the city or as authorized by the City Manager or his/her designee.

(b) It shall be unlawful for any person to dispose of any soiled linen, cotton or bandages, or waste or refuse of any kind from any hospital, sanitarium, infirmary, clinic or undertaker's shop, whether public or private, in any manner except by incineration, unless otherwise directed by the City Manager or his/her designee. Kitchen wastes from such establishments are expressly exempt from this requirement.

(c) Any individual, entity, company, corporation, or group both private or commercial, who seeks to engage in the business of collecting and hauling waste defined in this section, may do business within the corporate limits of the city, upon registering with the city clerk, providing proof a valid commercial liability and automobile insurance, and certifying that it is engaged only in the business of collecting and hauling the type of waste allowed under this chapter. Additionally, the city may require any such waste hauler or collector to provide documentary evidence of appropriate and lawful disposal of such waste for the previous calendar year as a prerequisite to approving registration or at any time during the period in which the hauler or collector is doing business in the city.

Section 30-42. Littering Prohibition.

(a) It shall be unlawful for any person, firm or corporation, in person or by his agent, employee or servant, to cast, throw, sweep, sift or deposit in any manner in or upon any public way or other public place in the city or the river, creek, branch, public water, drain, sewer or receiving basin within the jurisdiction of the city, any kind of leaves, dirt, rubbish, waste article, thing or substance whatsoever, whether liquid or solid. Nor shall any person, firm or corporation cast, throw, sweep, sift or deposit any of the aforementioned items anywhere within the jurisdiction of the city in such a manner that it may be carried or deposited in whole or in part, by the action of the sun, wind, rain or snow, into any of the aforementioned places; provided, that this section shall not apply to the deposit of material under a permit authorized by any ordinance of the city; or to goods, wares or merchandise deposited upon any public way or other public place temporarily, in the necessary course of trade and removed therefrom within two (2) hours after being so deposited; or to articles or things deposited in or conducted into the city sewer system through lawful drains in accordance with the ordinances of the city relating thereto.

(b) All business firms dispensing their product in cups, plates, wrappers, sacks and other similar forms of containers shall provide adequate metal or plastic containers upon the premises for collection of refuse. It shall be the express responsibility of all such business firms to collect all cups, plates, wrappers, sacks and other similar forms of containers dispensed by said business that may be discarded upon the premises or neighboring street and sidewalks. It further shall be the responsibility of said business to collect the aforementioned items from the premises of the neighboring property when the owners of the property specifically request and authorize the business personnel to enter upon their property for that purpose.

(c) Any person who shall violate any of the provisions of, or who fails to perform any duty imposed by this section or who violates any order or determination of the department promulgated pursuant to this article shall be punished as prescribed in section 1-16 and, in addition thereto, may be enjoined from continuing the violation. Each day a violation occurs shall constitute a separate offense. Any willful and wanton violation of this subsection resulting in the unlawful littering of the streets, sidewalks and neighboring property shall be deemed a nuisance and on conviction thereof by the city court of Lawrenceville, the city council may after notice and a hearing revoke the business license of the violator.

Section 30-43. Dogs and other animals spreading garbage.

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

Section 30-44. –Indemnification

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

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

Attest:

Karen Pierce, City Clerk

Judy Jordan Johnson, Mayor



LAWRENCEVILLE

GEORGIA

22.

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Ordinance to Amend Chapter 2, Section 2-27 to Provide Council Meeting Dates and Times
Department:	City Clerk
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	None
Presented By:	Karen Pierce
Action Requested:	Approve the amendment to Chapter 2, Section 2-27 to Provide Council Meeting Dates and Times

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

Attachments/Exhibits:

Chapter 2 Meetings 10-16-19

ORDINANCE NO. _____

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

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

Sec. 2-27. - Meetings.

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

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

IT IS SO ORDAINED, this 13th day of November, 2019.

Judy Jordan Johnson, Mayor

Attest:

Karen Pierce, City Clerk



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: COUNCIL BUSINESS OLD BUSINESS

Item:	Pole Attachment Agreement with MCImetro Access Transmission Services Corp.
Department:	City Clerk
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	TBD
Presented By:	Karen Pierce
Action Requested:	Approve the pole attachment license agreement for distribution poles with MCImetro Access Transmission Services Corp. and authorize the Mayor to execute the documents upon approval by the City Attorney.

Summary: A pole attachment license agreement for distribution poles is necessary under City Ordinance to allow MCImetro to attach to City distribution poles.

Attachments/Exhibits:
MCImetro agreement

**POLE ATTACHMENT LICENSE AGREEMENT
FOR DISTRIBUTION POLES**

BETWEEN

CITY OF LAWRENCEVILLE

AND

MCImetro Access Transmission Services Corp.

DATED AS OF

_____, 2019

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POLE ATTACHMENT LICENSE AGREEMENT FOR DISTRIBUTION POLES

PREAMBLE

City of Lawrenceville, a Georgia municipal corporation organized under the laws of the State of Georgia, (hereinafter called the "Licensor"), and MCImetro Access Transmission Services Corp. (hereinafter called the "Licensee"), desiring to cooperate in the use of Licensor's Poles, erected or to be erected within the areas in which both parties render service in the State of Georgia, whenever and wherever such use shall, in the estimation of both parties, be compatible with their respective needs and consistent with the terms of this Agreement, do hereby, in consideration of the premises and the mutual covenants herein contained, covenant and agree for themselves and their respective successors and assigns as follows, effective _____, 2019 ("Effective Date"):

ARTICLE 1 - SCOPE OF AGREEMENT

- A. This Agreement shall be in effect in the areas in which both of the parties render service in the State of Georgia and shall cover all distribution Poles now existing or hereafter erected in the above territories when said Poles are brought under this Agreement in accordance with the procedure hereinafter provided.
- B. Licensor reserves the right for good cause to exclude from use any of its facilities for reasons including, but not limited to, safety, reliability, capacity, generally applicable engineering standards, or any uncured Licensee Default for which the Licensee has been noticed as provided for in Article XII. Licensor may also exclude from use any of its facilities that occupy rights-of-way or easements for which Licensee is unable to obtain easements, rights of way or other necessary privileges.

ARTICLE 2 – EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

- 1. "Actual Inventory" is an inventory of Poles made by the Owner, or Owner's representative, to verify the actual number of Attachments of the Licensee.
- 2. "Adjustment Payment" is the annual rental rate paid by the Licensee to the Licensor for Attachments to Poles as provided for in Article 11 of this Agreement.
- 3. "Application" is the process used by the Licensee to receive Licensor's permission to install initial facilities to Licensor's Poles and to add additional facilities, including to modify mechanical loading of Licensor's Poles, or to otherwise alter the clearances of and/or separation between facilities attached to or in between Licensor's Poles. The form used for the Application process is identified as Appendix A and is included as a part of this Agreement. The submission of an Application is not required to install a Non-guyed Service Drop on a Pole on which the Licensee already has an authorized Attachment, but only advance notice Pursuant to Section 18.

4. "Attachment" is any wire, line or apparatus attached to a Pole owned by Licensor, including, but not limited to, cables, service drops, power supplies, amplifiers, pedestals, bonding wires, Over-Lashings (defined below), guy wires and anchors required to support unbalanced loads. A single Attachment includes the vertical space consisting of a total of twelve inches (12") either above or below (but not both) the bolted Attachment. Any apparatus or facilities, except cable risers associated with other aerial Attachments, located fully or partly outside this vertical space shall constitute an additional Attachment or Attachments. Each thru-bolt type Attachment where the Pole is drilled and bolted to support cable and messenger will count as a separate Attachment without respect to separation from an additional Attachment. Where only one bolted Attachment is affixed to the Licensor's Pole, and Service Wires installed on "J-hooks" are located within a space consisting of a total of twelve inches (12") either above or below (but not both) of the bolted Attachment, such locations shall be counted as a single Attachment.
5. "Contact Person" is a person designated by each party that will be the contact to act on its behalf.
6. "Cost in Place" is the cost of the bare Pole, labor to install the Pole and associated overheads, including engineering.
7. "Licensor Rules and Practices for Attachments" means the general plan established for the orderly use of Poles by Licensor and multiple parties and attached to this Agreement as Appendix B.
8. "Inventory" is an inventory of Licensee's Attachments completed periodically, which will confirm the total number of Licensee's Attachments, a summary of obvious non-conforming Attachments and any pending Licensee transfers to Licensor Poles.
9. "Pole" is a Pole for which use is established or continued pursuant to the terms of this Agreement.
10. "User" is a person or entity that is currently occupying or reserving space on Licensor's Poles and may attach to a Pole or anchor owned by Licensor in return for granting Licensor equivalent rights of Attachment or occupancy to Poles and/or anchors, which the User owns.
11. "Licensee" is the party having the right under this Agreement to make and maintain Attachments on a Licensor Pole and defined in the Preamble.
12. "Licensee Transfer Date" is the date specified for Transfer of Attachments by Licensee to the new Pole and after all third party and owner responsible Transfers have been accomplished, whichever is later.
13. "Licensor" is City of Lawrenceville.
14. "Licensor Actual Costs" is defined as all costs, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, transportation, contractors fees when used in lieu of Licensor labor, and tree trimming costs. Licensor Actual Costs shall be verifiably comparable to the cost Licensor pays for similar work to its own facilities. Engineering includes design, proper conductor spacing and bonding, calculations to

determine proper ground clearances and Pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements.

15. "Make-ready" is all work necessary or appropriate to make space for or otherwise accommodate new, additional or changed Attachments, including, but not limited to, necessary or appropriate Rearrangements, removal and replacement of the Pole, Transfers and other work incident thereto.
16. "Make Ready Costs" means all costs necessary for Licensor, and other existing parties on the Pole, to prepare its Poles for Licensee's new, additional or modified Attachments, including, but not limited to, the costs of materials, labor, engineering, supervision, overheads, and tree trimming costs. Engineering includes design, proper conductor spacing and bonding, calculations to determine proper ground clearances and Pole down guy and anchor strength requirements for horizontal and transverse loading, and compliance with all applicable requirements. Also included among Make Ready Costs are the costs of installing or changing out primary Poles, secondary Poles and Drop/Lift Poles, including the cost of installation and/or removal of guys, anchors, stub Poles, materials and equipment, temporary construction and all other construction in accordance with the technical requirements and specifications as outlined in this Agreement. Licensor Make Ready Costs shall be verifiably comparable to the cost Licensor pays for similar Make-ready work to its own facilities. Make Ready Costs do not include any costs associated with correcting existing violations of the Licensor, or others attached to Licensor's Pole, at the time Licensee submits an Application.
17. "Make Ready Estimate" means the estimate prepared by Licensor for all Make-ready work that may be required by Licensor to accommodate Attachment/Attachments by Licensee.
18. "NESC" (National Electrical Safety Code) sets the ground rules for practical safeguarding of persons during installation, operation, or maintenance of electric supply and communication lines and associated equipment. The NESC contains the basic provisions that are considered necessary for the safety of employees and the public under the specified conditions.
19. "Non-guyed Service Drop" is a Service Drop that requires no guys under standard industry design practices or the applicable specifications of Article 3. (If, atypically, a wire used to connect to a customer's location were to require guying under the Licensee's design standards or the applicable specifications of Article 3, then it would not be treated as a Non-guyed Service Drop under this Agreement but would be treated as a cable.) Non-guyed Service Drops are subject to all provisions of this Agreement, including the provisions of Article 3, except Appendix A (the Application process) which is provided for in Article 4.B. Non-guyed Service Drops shall not be subject to a separate annual Attachment rental fee. Licensee must provide a summary, at least quarterly, of all Non-guyed Service Drops added or removed to/from Licensor's Poles so that Licensor may adjust the billing records for Licensee's use Attachments. As an alternative to quarterly reporting, Licensee may use a "Specified Percentage" to annually increase the number of service wire Attachments.
20. "Outside Party" is defined as not a party to this Agreement.

21. "Over-Lashing" means affixing an additional cable or wire owned and operated by Licensee to a cable or wire owned and operated by Licensee already attached to a Pole. Any proposed Over-Lashing by Licensee is subject to applicable provisions of this Agreement. Notwithstanding the above, Licensee's Over-Lashing shall not be subject to a separate annual Attachment rental fee. Licensee shall not allow third party Over-Lashing without Licensor's prior approval.
22. "Pole" or "Distribution Pole" is a wooden, concrete or steel structure owned by Licensor, and normally used by Licensor, to support distribution lines and related facilities of Licensor, including drop and lift Poles. In the event the Licensor installs a Pole larger than is initially required for Licensor's and Licensee's use in anticipation of Licensor's future requirements or additions, the additional space provided by Licensor shall be reserved for Licensor's sole use.
23. "Pole Attachment Rental Fee" means the annual amount per Attachment that Licensee must pay to Licensor pursuant to Article 11.F of this Agreement in order to affix each Attachment to Licensor's Poles.
24. "Rearrangement" is the moving of Attachments from one position to another on the same Pole.
25. "Safety Inspection" is a survey of the Licensees Attachments to Licensor Poles to identify and remediate non-conforming Attachments (e.g. NESC violations) on Licensor Poles.
26. "Specified Percentage" shall be the number of Poles used in calculating the adjustment payment in the previous year or during the years since the previous Actual Inventory.
27. "Transfer" is the removal of Attachments from one Pole and the placement of them or substantially identical Attachments upon another.
28. "Unauthorized Attachment" means any affixation of any Licensee Attachment of any nature to any property of Licensor, including Distribution Poles, which has not been previously authorized by Licensor or authorized as required by this Agreement. Unauthorized Attachment may include, without limitation, any Attachment affixed to Licensor's Poles without permission from Licensor as provided for in Article 9 of this Agreement. Overlashing of existing facilities without an approved Appendix A from the Licensor shall also be considered an Unauthorized Attachment.
29. "Unauthorized Attachment Fee" means the fee to be paid by Licensee for each Unauthorized Attachment.
30. "Effective Date" is the date both parties agree to adhere to the terms of this agreement.

ARTICLE 3 - SPECIFICATIONS

Poles covered by this Agreement shall at all times be in conformity with all applicable (1) RUS Standards as they apply to Licensee's Attachments; and subsequent revisions thereof (2) requirements of the National Electrical Safety Code and subsequent revisions thereof ("NESC"); (3) the Specifications found in Appendix B which is incorporated into and made a part of this Agreement and subsequent revisions thereof, (4) The Bellcore Manual of Construction Procedures

(Blue Book) and subsequent revisions thereof, (5) the Society of Cable Television Engineer's (SCTE) Recommended Practices for Coaxial Cable Construction and Testing and subsequent revisions thereof, (6) the Society of Cable Television Engineer's (SCTE) Recommended Practices for Optical Fiber Cable Construction and subsequent revisions thereof, and (7) the lawful requirements of public authorities. Where there is a disagreement between the above referenced Specifications, the more stringent shall apply. It is understood by both parties that the requirements of the NESC are minimum requirements. Certain requirements of the Licensor that exceed or supplement the NESC are identified in Appendix B to this Agreement. Modifications of, additions to, or construction practices supplementing wholly or in part the requirements of the NESC and Appendix B, shall, when accepted in writing by both parties hereto through their agents authorized to approve such changes, likewise govern the use of Poles, which acceptance shall not be unreasonably withheld.

ARTICLE 4 - ESTABLISHING ATTACHMENTS TO POLES

A. Before Licensee shall make use of the Licensor Poles under this Agreement, including Overlashing, it shall comply with the requirements set forth herein. Appendix A shall be sent either (i) by electronic mail with electronic mail "read" receipt obtained, or (ii) by being deposited in the United States mail with proper postage and properly addressed to the person receiving the Appendix A. When transmittal is by US mail, the Licensee will also send an electronic mail message, return receipt requested, to Licensor as notice that the permit information is being carried by the US mail, and to notify the Licensor of the impending 15-business day interval to respond to Licensee's permit. This is to prevent disputes regarding the fulfillment of the 15-business day interval below, and to avoid imposition of the "Unauthorized Attachment Fee."

B. ATTACHMENT REQUEST FORM PROCEDURE

1. Except in connection with (i) the placement of Non-guyed Service Drops; (ii) Pole Transfers; (iii) or power supplies, amplifiers or risers; Licensee must submit to Licensor an attachment request form as provided in Appendix A for any Licensee construction on Licensor Poles (including reconstruction of existing Pole lines, road improvement projects and the Over-Lashing of Licensee's cables) in association with the placement of new Licensee Attachments, Over-Lashing existing Attachments, or removal of existing Licensee Attachment on Licensor Poles. *(The intent of this procedure is for Licensee to provide notice to Licensor for any Licensee construction resulting in a change in mechanical Pole loading on Licensor Poles due to Licensee's Attachments and also notice for the addition or removal of Licensee Attachments for tracking of the total number of Licensee Attachments.)*
2. Licensee shall submit a completed Application on the form, attached hereto and identified as Appendix A or such other form as may be mutually agreed upon, specifying fully, to the extent applicable, the information shown on Appendix A.
 - a. *Application Fee* – Except as to (1) installation of new Licensor Poles where none currently exist, as provided for in Article 5. A., and (2) road widening projects, each "Attachment request form" submitted by Licensee, shall be accompanied with a check in the amount of \$50.00 for Licensor to process and log the

Application. Failure to include payment of the fees when submitting the Attachment request form will result, at the Licensor's option, in the returning of the Attachment request form to Licensee unapproved or holding the Attachment request until payment is received. An Attachment request solely for the removal of Licensee's Attachments are not subject to the Application Fee. With respect to (1) road widening projects and (2) installation of new Licensor Poles where none currently exist, Licensee shall be required to submit an Attachment request, as provided for in other sections of this Agreement, but Application fees shall not apply.

- b. *Inspection Fee* – Licensee shall reimburse Licensor the Actual Costs, except in the case of Transfers for road improvement projects and Licensor's installation of new Poles where none currently exist, including all labor, materials, transportation, normal overheads, and appropriate and reasonable other costs incurred by Licensor in performing necessary field inspections and preparation of an estimate of the Make Ready Costs of each Pole covered in the Attachment request. The Licensor will provide, as a deliverable for the above inspection fees, a Pole inspection report with appropriate data as the Parties may agree upon. Licensor may require that Licensee pay in advance the "estimated costs" of the pre-Attachment inspection. In all cases, Licensee shall reimburse Licensor for the costs of inspections of Licensee's facilities within forty-five (45) days of receipt of the invoice from Licensor.

Within thirty (30) business days after the receipt of such completed Application (or 20 business days if the only work being done by Licensee as indicated on the Attachment request form is overlashing and no Licensor Make-ready is required) the Licensor shall notify the Licensee in writing whether the Application is approved or rejected, and if Make-ready construction by the Licensor is required, an estimate for such costs. If so approved or if not rejected within the thirty (30) business day period the Application will be considered approved and the Licensee shall have the right to place Attachments on such Pole(s) as provided in this Agreement. If the Licensor rejects the Application in whole or in part, the Licensor will specify the reason(s). The Application shall be rejected only for good cause, as provided for in Article 1. No submitted Appendix A form shall include more than 100 Poles unless prior permission is obtained from Licensor.

- 3. The Make Ready Estimate shall offer sufficient detail so that Licensee can readily identify the components of the proposed Make-ready work and shall reflect costs that are verifiably comparable with Licensor Actual Costs. The Licensee shall request clarification on the Make Ready Cost, if required, before requesting the Licensor to commence Make-ready work. The Licensor's total charges shall be consistent with Article 8 G (will not exceed 120% of the estimate), unless such additional costs are caused by changes in Licensee's plans from the original permit.
- 4. Licensor shall normally commence Make-ready work within thirty (30) business days of receipt of Licensee's written acceptance of the Make Ready Estimate for such Make-ready work and shall complete the Make-ready work consistent with its standard work order process. Licensee may request expedited handling of Licensor's work, and Licensee shall

be responsible for the additional Actual Costs incurred by Licensor for such expedited processing. To the extent it has the authority to do so, Licensor shall cause all other licensees or Users to similarly expedite the completion of all Make-ready work. Licensor shall use its best efforts to complete all Make-ready work within ninety (90) business days of receipt of Licensee's written acceptance of the Make Ready Estimate for the Make-ready work. Licensee shall make payment for Licensor's Make-ready work within forty-five (45) days of the written acceptance.

5. Upon receipt of notice by Licensee from Licensor that the Application has been approved or in the absence of rejection of the Application within fifteen (15) business days from the receipt of the completed pole Application, and after the completion of any Transferring or rearranging which is required to permit the attaching of the Licensee's Attachments on such Poles, including any necessary Pole replacements, the Licensee shall have the right hereunder to place such Attachments on such Poles in accordance with the terms of the Application and of this Agreement (including Article 3). The Licensor's approval of an Attachment form Application shall be valid for 120 days. If the Licensee fails to (1) accept and make payment of Make Ready Costs (if any) within 120 days of the Licensor's acceptance or (2) initiate construction within one (1) calendar year, the Licensor may, in its sole discretion, deem the terms and conditions outlined in the Attachment request null and void, and require the submission of another Attachment request on the part of the Licensee, along with engineering fees necessary to reimburse the Licensor for revised engineering and cost estimates. The Licensee must insure that its new facilities can be constructed and maintained in accordance with Article 3 of this Agreement. Where field conditions preclude such compliance, Licensee shall notify the Licensor prior to construction.
- C. An Attachment request form that contains only removal of Attachments is not subject to any fees. Any Non-guyed Service Drop that is placed by the Licensee on a Licensor Pole shall be subject to all the terms and provisions of this Agreement, except as expressly provided in this Agreement. No annual fees or Applications are required for Non-guyed Service Drops. The placement of Non-guyed Service Drops shall not alone create an absolute right to the space occupied by the Licensee.
 - D. Licensee, without following the Attachment request procedure, may utilize vertical unused space below its Attachment as defined in Article 2 for terminals, risers, or other vertical Attachments if the existing Attachment on such Pole is authorized, such use does not interfere with the Licensor's operations or the operations of other licensees or Users presently attached to the Pole, and such use complies with the terms of this Agreement (including the provisions of Article 3). Any such Attachment and Pole will be subject to all other provisions of this Agreement.
 - E. Both Licensee and Licensor shall place, Transfer and rearrange its own Attachments, and shall place guys and anchors to sustain any unbalanced loads caused by its Attachments. On existing Poles, each party will perform any tree trimming or cutting necessary for their initial or additional Attachments. Anchors and guys shall be in place and in effect prior to the installation of Attachments and cables. Each party shall, with due diligence, attempt at all

times to execute such work promptly and in such manner as not to interfere with the service of the other party.

- F. The cost of making Attachments on existing Poles as provided herein, including the making of any necessary Pole replacements, shall be borne by the parties hereto in the manner provided in Article 8.
- G. Except as provided for in Articles 12 and 19, the Licensee shall have the right to Transfer its Attachments from an existing Pole to a new Pole installed as part of a road widening project and to continue use on such Pole. If the Licensee is materially breaching this Agreement or acting in bad faith or failing to cooperate or communicate as provided in this Agreement, the Licenser may terminate the Licensee's rights under this Article 4.G, consistent with Article 12. Furthermore, after any termination of the right to make Attachments to additional Poles, the Licenser may terminate the Licensee's rights under this Article 4.G if two percent (2%) or more Unauthorized Attachments (as defined in Article 9) are found within any twelve (12) month period. The Licenser may reinstate the Licensee's rights under this Article 4.G if the Licenser deems it appropriate.

ARTICLE 5 - PLACEMENT OF NEW POLES

- A. Whenever Licenser requires new Pole facilities within the Licensee's service territory for any reason, including an additional Pole line, an extension of an existing Pole line, or in connection with the reconstruction of an existing Pole line, Licenser may notify Licensee to that effect in writing (verbal notice subsequently confirmed in writing may be given in cases of emergency) stating the proposed location and character of the new Poles and the character of circuits it intends to use thereon and indicating whether or not such Pole facilities will be, in the estimation of the Licenser, suitable for Licensee's Attachment. In case of emergency, the Licensee will preliminarily respond verbally on an expedited basis that it does or does not want to seek to attach facilities to the new Poles and will generally describe its planned initial Attachments. Within a reasonable period (not to exceed fifteen (15) business days) after the receipt of such written notice, the Licensee will submit an Attachment request, as such may be required by Article 4 above; however, Licensee shall not be subject to application or inspection fees for such Attachment request. Should the Licensee fail to submit an Attachment request within fifteen (15) business days, and subsequently wishes to attach to new Pole facilities, Licensee must submit an Attachment request in accordance with Article 4 including the payment of all applicable application fees, inspection fees and Make Ready Costs.
- B. Each party shall place its own Attachments on the new Poles and place guys and anchors prior to tensioning strand to sustain any unbalanced loads caused by its Attachments. Licenser shall provide its normal initial right-of-way clearance on each side of the center line to the extent practicable, all right-of-way in excess of the normal swath to be borne by the party requiring the additional width. Each party shall, with due diligence, attempt to execute its work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE 6 - RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

While the Licensor and Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on Poles, the Licensor does not warrant or assure to the Licensee any right-of-way privileges or easements on, over or across streets, alleys and public thoroughfares, and private or publicly owned property, and if the Licensee shall at any time be prevented from placing or maintaining its Attachments on the Licensor's Poles, no liability on account thereof shall attach to the owner of the Poles.

ARTICLE 7 - MAINTENANCE OF POLES AND ATTACHMENTS

- A. The Licensor shall maintain all Poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article 3 and shall replace, reinforce or repair such of these Poles as become defective. Licensee acknowledges that Poles and related items carry hazardous voltages, deteriorate over time, and may contain various hazardous chemicals or properties. Licensee shall instruct and equip its personnel, including its employees, contractors and other agents, of the hazards associated with working on Licensor's Poles and Licensee will provide necessary training and equipment for its representatives to safely execute their work on Licensor's Poles. Licensee shall, prior to working on a Pole that Licensee's survey indicated that it contains non-compliant or unsafe conditions, promptly notify Licensor of any existing substandard condition (either physical, mechanical or electrical, etc.), that jeopardizes either the general public or workman safety and Licensor will cause the existing condition to be promptly corrected. Licensee's workmen will not subject themselves or others to known an unsafe condition. Licensee shall become familiar with the terms of the appropriate material safety data sheet and comply with such terms and all directions contained therein or otherwise required by state and federal law regarding the maintenance, replacement, and/or disposal of the Pole. Licensor does not warrant, guarantee, or imply that any Pole abandoned by Licensor possesses sufficient mechanical strength as required by or for any use of Licensee.
- B. When replacing a Pole carrying terminals of aerial cable, underground connection, or transformer equipment, the new Pole shall be set in the same hole which the replaced Pole occupied, or immediately adjacent, and in a manner to facilitate Transfer of Attachments, unless special conditions make it desirable to set it in a different location. Replacement Poles where risers (dips) are installed should be set as close as possible to the existing Pole. The Licensor will make reasonable effort to conduct a field review or otherwise coordinate with Licensee to determine the location of the proposed Pole. Reasonable effort will be made to coordinate locations of risers and Non-guyed Service Drops with the locations of the power facilities serving the customer.
- C. Except during restoration efforts after natural disasters, such as hurricanes, ice storms, etc., whenever it is necessary to replace or relocate a Pole, the Licensor shall, before making such replacement or relocation give reasonable notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified Transfer its Attachments to the new or relocated

Pole. On highway relocation projects, the schedule for Transfers shall be consistent with the “utility adjustment schedule” and any subsequent revisions.

1. An alternate method of notification (as opposed to the above described written method of notification) may be used when mutually agreed upon by both parties. The electronic notification system of Pole transfer request, provided by the National Utilities Notification System (“NJUNS”), may be used as the notification required by this article. As a prerequisite for use of this system, both parties shall have and properly utilize the necessary electronic equipment and correct NJUNS member codes as provided by each party to the other and as required by NJUNS for this system and mutually agree to its use as a substitute for the written notice of transfers required under this Article 7, Section C.
- D. Transfer of Licensee’s Attachments by the Licensor - In any case where it is mutually beneficial and agreeable by both parties, the Licensor or its Contractors may Transfer the Attachments of the Licensee and the Licensee will reimburse the Licensor such costs the Licensor incurs in making such Transfers in behalf of the Licensee. When the Transfer can be accomplished concurrently with other work that the Licensor is undertaking on the same Pole, the charges for such Transfers will be in accordance with pricing detailed in Article 7.D.4, or such other amounts as may be agreed to by the parties. The Licensor will use due diligence and care in making such Transfers so as not to damage or cause a disruption in the services provided by the Licensee. However, except in cases of gross negligence or willful misconduct, the Licensor shall not be liable for any damages or disruptions in service that may occur as a result of Transfers made in behalf of the Licensee.
1. **Normally Scheduled Construction** – Approval for such Transfers made by the Licensor on behalf of the Licensee during normally scheduled construction shall be obtained prior to making such Transfers and will be made on a project by project basis unless otherwise agreed upon.
 2. **Emergency Construction** – In such cases, in the judgment of Licensor, a Pole requires immediate replacement due to a dangerous condition or conditions, the Licensor or its contractors will replace the Pole and may Transfer the Licensee’s Attachments without prior permission. The Licensor shall use reasonable care to avoid damage to Licensee’s facilities and shall notify the Licensee of such Transfer after work is completed.
 3. **Facility Types To Be Transferred** – The Licensor or its contractors will only Transfer Attachments which require a bolt, clamp, or “J” hook either installed through the Pole or otherwise attached. All service wire Attachments to a single “J” hook shall be Transferred at the rate stated below. The hardware on the old Pole will be used to attach to the new Pole. The Licensor or its contractors shall not supply any additional material in making Transfers of Licensee’s Attachments.
 4. **Pricing for Transfers** – When the Licensor Transfers the Attachments of the Licensee in accordance with the above provisions, the price per Attachment Transferred will be as detailed below. The pricing for Transfers shall be effective with the execution of this Agreement and will continue for 2019. The costs in subsequent years shall be adjusted in

accordance with the Handy Whitman Index, South Atlantic Region, Account 364. Multiple Attachment Transfers on a Pole will be billed on a per Attachment basis, not on a per Pole basis.

Costs to Transfer Licensee's Attachments Concurrently with Other Work by Licensors

Duration	Cable Attachments	Service Drop
Contract start date to _____	\$50.00	\$30.00

- E. Should (i) the Licensors elect not to Transfer Licensee's facilities under the above terms, and; (ii) Licensee fails to Transfer its Attachments to the new Pole on the date specified for such Transfer of Attachments ("Licensee Transfer Date") and after all necessary third party and Licensors responsible Transfers have been accomplished, the Licensors may elect to relinquish the ownership of the old Pole from which it has removed its Attachments and all other licensees and Users, with the giving of verbal notice to be subsequently followed in writing. If the Licensors so elects, such old Pole shall, with the giving of 10-business days written notice as provided for above, at no cost to the Licensee, become the property of the Licensee, as is, and the Licensee shall save harmless the Licensors from all obligations, liabilities, damages, costs, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of, or arising out of, the presence or condition of such Pole or of any Attachments thereon. In instances where the Licensors is the owner of such Pole, the unused portion of the Pole above the Licensee's Attachments shall be cut off and removed by the Licensors before relinquishing ownership, if the Pole remains in structural conflict with the power route.
- F. Should the Licensors elect not to Transfer Licensee's facilities under the above terms, and should the Licensee fail to Transfer its Attachments to the new Pole after the date specified for such Transfer of Attachments and after all third party and Licensors responsible Transfers have been accomplished, whichever is later ("Licensee Transfer Date"), and if the Licensors does not elect to relinquish the ownership of the old Pole from which it has removed its Attachments, the parties will have the following rights, in addition to any other rights and remedies available under this Agreement: The Licensee shall pay the Licensors the following amounts until the Licensee has Transferred its Attachments and notified the Licensors in writing or through NJUNS that the Transfer has been accomplished: (a) \$5.00 per Attachment per month beginning with the 61st day after the Licensee Transfer Date and through and including the 240th day after the Licensee Transfer Date, (b) \$10.00 per Attachment per month (instead of \$5.00) beginning with the 241st day after the Licensee Transfer Date. In addition, the cost incurred by the Licensors to return to the job site and remove the old Pole will be paid by the Licensee. Notwithstanding the above, Licensee shall not be subject to penalties where Licensors has not used the correct NJUNS member code, as provided by the Licensee to notify Licensee of the clearance to Transfer Attachments. In cases of Transfer requests with incorrect NJUNS member codes, the Licensee shall make reasonable efforts to route the subject request to the appropriate party. In the event the Licensee notifies the Licensors that the Transfer has been accomplished and the Licensors returns to the job site to remove the old Pole and discovers

that the Transfer has not been made, then the Licensee will pay the Licensor's cost of the trip to and from the job site. *The intent of this paragraph is to ensure timely Transfers and minimize situations of two or more Poles needlessly remaining at the same location for extended periods of time.*

- G. Each party shall at all times maintain all of its Attachments in accordance with the specifications mentioned in Article 3 and shall keep them in safe condition and in thorough repair. Licensee's Attachments shall be identified consistent with the Georgia Overhead Marking Standards as adopted by the Georgia Utility Coordination Council. Licensee shall be responsible for periodically inspecting its Attachments to ensure they have permanent identification markers. Should Licensor encounter any of Licensee's Attachments without permanent identification markers, Licensor may notify Licensee provided that Licensor can identify the Attachments as belonging to Licensee. If the markers are not placed within sixty (60) days of such notice, then Licensor may install the necessary markers, and Licensee shall reimburse Licensor for the cost of such work.
- H. Each party shall be responsible for right-of-way maintenance for its own Pole lines at its own expense.
- I. All construction shall be in accordance with specifications mentioned in Article 3 and shall at all times be maintained as provided in Sections A and G of this Article.
- J. The cost of maintaining Poles and Attachments and of bringing existing use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in this Agreement.
- K. Licensor shall have the right to require the Licensee, within one-hundred twenty (120) days after the Licensee Transfer Date (as defined in Article 7.F), either (a) to Transfer its Attachments from an existing Pole to a new Pole that is erected to carry the same or a similar service or Attachments that are on the existing Pole, or (b) to remove its Attachments from the existing Pole and terminate use as to the existing Pole, and the choice of option (a) or (b) will be the Licensee's. Or, if neither the Licensor nor the Licensee desires a Transfer, the Licensor may elect to abandon the existing Pole to the Licensee as provided in Article 10. In the case of any such Transfer, the costs of Transferring the Licensee's Attachments will be paid by the Licensee.

ARTICLE 8 - DIVISION OF COSTS

- A. **NEW POLES INSTALLED WHERE NONE CURRENTLY EXIST.** If use is established pursuant to Article 5.A above, the cost of erecting new Poles coming under this Agreement, to construct new Pole lines, or to make extensions to existing Pole lines shall be borne by the parties as set forth in this Article 8.A. Poles installed to accommodate a road improvement project shall be administered in a manner consistent with this Article 8, Section A. If use is not established pursuant to Article 5.A above, the provisions of Article 8.J below will control.

1. In the case of a Pole larger than that required by the Licensor, Licensee and the User, the extra height or strength of which is due solely to the Licensee's requirements (such Poles in excess of 40' Poles carrying primary voltages or 30' Poles carrying only "secondary" voltages or span guys), the Licensor shall pay all costs associated with the construction of a Pole satisfactory for the Licensor and Joint User's needs (*see* Article 8. A. 1) above) and the Licensee shall pay to the Licensor the remaining costs of erecting the Pole larger than that required by the Licensor and the Joint User. If in connection with the construction of a Pole the Licensee makes the payment required by this paragraph, then the Licensee shall in the future be entitled to attach on such Pole even if the Pole does not at that time become a Pole; provided, however, if the Licensee does not attach to the Pole within one (1) year from the date the Pole was set, then the Licensee shall no longer be entitled to attach on such Pole.
 2. In the case of a larger Pole, the extra height or strength of which is due to the requirements of both parties for additional space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of a Pole solely satisfactory for the Licensor shall be shared equally by the Licensee and the Licensor, the rest of the cost of erecting such Pole to be borne by the Licensor.
 3. A Pole, including all appurtenances or fixtures, erected between Poles to provide sufficient clearance and furnish adequate strength to support the circuits of both the Licensor and the Licensee, which it would have been unnecessary to erect if use had not been undertaken, shall be erected at the sole expense of the Licensee, or in the case on multiple Licensees on the Pole, the cost shall be equally divided among all Licensees or Users requiring the midspan Pole.
- B. **PAYMENTS DO NOT AFFECT OWNERSHIP:** Any payments for Poles made by the Licensee under any provisions of this Article shall not entitle the Licensee to the ownership of any part of said Poles for which it has contributed in whole or in part.
- C. **REPLACEMENT OF EXISTING POLES.** Where an existing Pole is replaced for reasons other than maintenance by a new one, the cost shall be divided as specified below. The replaced Pole shall be removed and retained by Licensor.
1. A Pole satisfactory for the Licensor's needs which can also accommodate the facilities of the Licensee shall be erected at the sole expense of the Licensor. If without giving such advance notice, the Licensee places one or more Attachments on a Pole and thereby creates a violation of Article 3 or otherwise renders the Pole unsuitable for use, or interferes with or causes violations of Article 3 for the other attachers to the Pole, then the Licensee must pay the full cost of removing and replacing the Pole with a Pole of sufficient size to remedy the violation or render the Pole suitable for use, plus the cost of all Transfers and other work incident thereto.
 2. A Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength of which is due wholly to the Licensor's requirements and requirements

as to keeping the Licensor's wires clear of trees shall be erected at the sole expense of the Licensor. The Licensor shall bear the full expense of replacing or Transferring all the Licensor's Attachments and the Licensee shall bear the full expense of replacing or Transferring all the Licensee's Attachments.

3. In the case of a Pole larger than the existing Pole, the extra height or strength of which is due wholly to the Licensee's requirements including Licensee's requirements as to keeping the Licensee's wires clear of trees, the Licensee shall pay to the Licensor the Make-ready cost of the new Pole.
 4. Except as to existing contracts, in the case of a Pole larger than the existing Pole, which is installed to replace an existing Pole, the extra height or strength which is due to the requirements of both parties for additional space or the requirements for proper ground clearance or of public authorities or of property owners, (other than requirements with regard to keeping the wires of one party only clear of trees), the difference between the Cost in Place of such Pole and the Cost in Place of the existing Pole shall be shared equally by the Licensee and the Licensor, the rest of the cost of erecting such Pole to be borne by the Licensor. The Licensor and Licensee shall replace or Transfer all Attachments at their own expense.
 5. For purposes of this Article 8.C, any Pole on which the Licensee has placed or places an Attachment shall be deemed satisfactory to the Licensee whether or not the terms of this Agreement have been satisfied.
- D. RESPONSIBILITY FOR OWN ATTACHMENTS. Each party shall place, maintain, rearrange, Transfer and remove its own Attachments at its own expense except as otherwise expressly provided herein.
- E. MAINTENANCE AND REPLACEMENT COSTS. The expense of maintaining Poles shall be borne by the Licensor thereof except that the cost of replacing Poles shall be borne by the parties hereto in the manner provided elsewhere in this Agreement.
- F. SERVICE DROPS. Where an existing Pole is replaced by a taller one to provide the necessary clearance for the Licensee's Service Drop, the Licensee shall pay to the Licensor the installed cost of the new Pole plus the labor costs of replacing or Transferring of the Attachments on the existing Pole and the cost to remove the existing Pole, minus any salvage value to the Licensor.
- G. PAYMENT BASIS. Payments made under the provisions of this Article may be based on the estimated or actual cost as mutually agreed upon (including overhead) of making such changes but in no event, however, shall either party be required to pay for such changes more than 120% of the estimated cost supplied by the other if such cost estimate shall have been requested and furnished before the changes were made.
- H. CORRECTIVE MEASURES. Licensor may perform periodic system-wide Safety Inspections of Licensee Attachments upon three (3) months advance written notice. Such notice shall

describe the scope of the inspection and provide Licensee with an opportunity to participate. Licensee will pay a pro-rata share of the Licensor's inspections costs and will incur its own costs to participate in such periodic Safety Inspections. The Licensee's pro-rata share of Licensor's cost will be equal to the percentage of the total violations related to Licensee's Attachments as identified during the Safety Inspection unless Licensee can clearly demonstrate that they did not cause the violation. If any Attachment of the Licensee is found to be a non-Imminent Danger Violation of Article 3 and Licensee has caused the violation, Licensee shall have sixty (60) days to correct any such violation upon written notice from Licensor, or within a longer, mutually agreed-to time frame if correction of the violation is not possible within sixty (60) days, such extended time to be not more than an additional sixty (60) days. Licensor may impose a penalty in the amount of \$100.00 for any violation caused by the Licensee that is not corrected within sixty (60) days of written notice from the Licensor or within the alternative time-frame agreed to by the parties. In the event an Imminent Danger Violation is discovered, Licensee shall correct such violation immediately, and in no case in more than twenty-four (24) hours. Should Licensee fail to correct such Imminent Danger Violation within twenty-four (24) hours after notice, the Licensor may correct the violation and bill Licensee for the actual costs incurred. In all circumstances, the parties will work together to maximize safety while minimizing the cost of correcting any such deficiencies, but the Licensee shall be responsible for the full cost of any necessary or appropriate corrective measures associated with violations caused by Licensee's Attachment, including removal and replacement of the Pole and all Transfers or other work incident thereto. Licensee will not be responsible for the costs associated with violations caused by others. Licensee shall insure that its employees, agents, contractors or other outside parties, which Licensee causes to work on Licensor Poles, will be notified of pending, un-resolved Poles requiring corrective actions, prior to activities on such Poles, and Licensee shall not allow unqualified, or improperly equipped personnel to work on such Poles.

1. If any Attachment of the Licensor is found to be in violation of Article 3 and Licensor has caused the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, but the Licensor shall be responsible for the full cost of any necessary or appropriate corrective measures, including removal and replacement of the Pole and all Transfers or other work incident thereto.
2. If there exists a violation of Article 3 and it cannot be determined whose Attachment has caused such violation or there is a mixture of the parties causing the violation, then the parties will work together to minimize the cost of correcting any such deficiencies, and all parties and Outside Parties whose Attachment may have caused such violation will share equally in such costs; provided, however, that if a party can modify its Attachments so that they no longer may be a cause of the violation or deficiency, then such party may elect to make such modification instead of otherwise sharing in such costs. Such a modification shall not relieve a party from sharing in such costs if the party making the modification could still have been a cause of any deficiency that remains.
3. If one or more Outside Party's Attachment caused the violation, then such Outside Party shall pay the corrective costs incurred by all who have Attachments on the Pole, including

for the Licensee, Licensors and any other attachees; and the Licensors will make reasonable effort to cause the Outside Party to make such payment.

- I. **WHEN EXISTING POLES NOT IN USE BECOME POLES.** When an existing Pole not in use becomes a Pole, the Licensee shall pay all Make-ready costs associated with the Licensee attaching to the Pole.
- J. **MAKE-READY WHEN APPENDIX A IS NOT REQUIRED.** The Licensors shall not be obligated to pay Make-ready costs for any initial or additional Licensee Attachment for which an Appendix A is not required.

ARTICLE 9 - UNAUTHORIZED ATTACHMENTS

If any Attachment is identified for which the Attachment requirements (as set forth herein) have not been satisfied ("Unauthorized Attachment"), then the Licensee shall pay to the Licensors a one-time fee of \$100.00 per Attachment plus a sum equal to the Adjustment Payments that would have been payable from and after the date the Attachment was first placed on the Licensors' Pole as determined from Licensee's records or other evidence; provided, however, that if the date on which the Attachment was made cannot be determined, then the Licensee will pay a sum equal to the Adjustment Payments that would have been payable from and after the date the last Actual Inventory was conducted. In addition, the Licensors may, without prejudice to its other rights or remedies under this Agreement, require the Licensee to submit within fifteen (15) business days of written notice from the Licensors an Appendix A along with supporting engineering design data for each such Attachment, and upon review of such information, Licensors may require the Licensee to (1) make or pay for such modifications as may be specified by mutual consent of the parties, or (2) if the Licensee has placed during the past twelve (12) months Unauthorized Attachments at two percent or more different Pole line locations or if non-approval of Attachment request is justified, Licensors may declare the Licensee in Default of this Agreement and the provisions of Article 12 shall apply. Nothing herein shall relieve the Licensee of its obligation to maintain Attachments at all times in conformity with Article 3.

ARTICLE 10 - ABANDONMENT OF POLES

- A. If the Licensors desires at any time to abandon any Pole, it shall, except as provided in Article 7.C, give the Licensee notice in writing to that effect at least sixty (60) days prior to the date on which it intends to abandon such Pole. If at the expiration of sixty (60) days from the date of the Licensee having all necessary clearances to Transfer its Attachments and the Licensors shall have no Attachments thereon, but Licensee has not removed its Attachments, such Pole shall thereupon become the property of the Licensee, as is, and the Licensee shall save harmless the Licensors from all obligation, liability, damages, cost, expenses or charges incurred thereafter, and not arising out of anything theretofore occurring because of or arising out of the presence or condition of such Pole or of any Attachments thereon; and shall pay the Licensors the then depreciated value in place of the Pole to the Licensors. Licensors shall further evidence transfer of title to the Pole by appropriate means.

- B. The Licensee may at any time abandon the use of a Pole by removing any and all Attachments it may have thereon and by giving written notice thereof by the Attachment Form provided in Appendix A.

ARTICLE 11- ADJUSTMENT PAYMENTS

- A. Normally, at intervals of five (5) years, unless otherwise mutually agreed by the parties, inventories of Attachments shall be made by the Owner, or Owner's representative, to determine the number of Licensee's Attachments to Licensor Poles. Licensor shall provide three (3) months advance written notice of any such Inventory describing the scope of the Actual Inventory so that Licensee may plan and budget for such Actual Inventory.
- B. Unless prevented by the provisions of a third-party agreement, Actual Inventories shall include all Outside Parties attached to Licensor's Poles. Where multiple outside parties are included in the Inventory, all participating Outside Parties shall incur a prorated share of the Owner's cost of making the Actual Inventory. For a year in which there is no Actual Inventory, the number of Licensee's Attachments used in calculating the Adjustment Payments shall be based on the number of new Licensee Attachments which Licensee has placed during the year, in addition to the number of Licensee Attachments for which Licensee was charged Adjustment Payments in the previous year, less any removals reported by Licensee. Licensee shall also be invoiced for the rent due for the prior year's "initial Attachments" under an Appendix A as a one-time charge. In addition to Attachment Request Forms Attachments, the Licensee will either report on a quarterly basis the number of Attachments installed that are not subject to Appendix A, or the Licensee and Licensor may agree to use a Specified Percentage adjustment in the number of Licensee's Attachments. The "Specified Percentage" shall be 102% annually until the next Actual Inventory. After each Actual Inventory, beginning with the next Actual Inventory, the Specified Percentage shall be the average yearly percentage increase during the years since the previous Actual Inventory. The Specified Percentage will be used solely to adjust for "service" type Attachments where the Attachment request form as provided in Appendix A is not required by the terms of this contract.
- C. For a year for which there is an Actual Inventory, the Adjustment Payments provided for herein shall be based on the Actual Inventory; but there shall also be the adjustment provided for in the next section.
- D. For a year for which there is an Actual Inventory, the following adjustment shall be made:
1. The difference between the number of Licensee Attachments found by the Actual Inventory for the year in question and the number of Attachments for which Licensee was most recently invoiced for Adjustment Payments, shall be prorated evenly based on the assumption that such Licensee Attachments were added evenly over the period since the last Actual Inventory. However, if Licensee has documentation detailing the authorized attachment period for such Licensee Attachments, this will be used to calculate the current invoice.

2. If the number of Licensee Attachments in the previous annual rental invoice is greater than the number of Licensee Attachments found by the Actual Inventory, then Licensee shall be entitled to a pro-rata refund from the Licensor or a credit to the Licensee.
- E. The applicable computation of payments and calculations as above provided shall be made on or about December 1st of each year for the next year's Adjustment Payments, each party acting in cooperation with the other.
- F. Adjustment Payments per Licensee Attachment due from Licensee to Licensor shall be \$18.54 per Attachment. The undisputed Adjustment Payment herein provided shall be paid within thirty (30) days after Licensee's receipt of the invoice.
- G. For years after 2019, the annual Adjustment Payment per Attachment shall be increased by applying the annual change for account 364 for the South Atlantic Region from the latest version (July 1 edition) of the Handy Whitman Index.

ARTICLE 12 – DEFAULTS

- A. In the event either party deems an event of default has taken place and prior to engaging in the formal default provisions in this Agreement, the system General Manager of the Licensee and the City Manager (or his designee) of the Licensor shall meet in person or on the telephone to attempt to resolve the matter in good faith within ten (10) business days of the initial request of either party to meet.
- B. In the absence of resolution of the matter in accordance with Article 12, Section A, the aggrieved party may provide a notice of default to the other party in writing. Should such default continue for thirty (30) days after due notice thereof in writing describing the nature of the default, the rights under this contract may be suspended insofar as concerns the granting of future use. Upon receipt of such notice of default, the Licensee shall either work diligently and cooperatively with the Licensor to correct such default or present sufficient evidence that a default does not exist or is not the fault of the Licensee. If such default shall continue for a period of ninety (90) days after such suspension, Licensor may, at its sole discretion and option, terminate this Agreement, deny future Attachments and/or remove the Attachments of Licensee at Licensee's expense, and no liability therefore shall be incurred by the Licensor because of any or all such actions. Notwithstanding the foregoing, the cure periods may be extended upon mutual agreement of the parties if a cure is not reasonably possible within the time frames specified above.
- C. Without limiting the effect of the provision of the immediately preceding paragraph, if after reasonable notice Licensee shall default in the performance of any work it is obligated to do under this Agreement, the Licensor may elect to do such work, and the Licensee shall reimburse the Licensor for the cost thereof. Licensor shall notify the Licensee in writing in advance of its intent to do the work and the approximate cost of doing such work. Failure on the part of the Licensee to make such a payment, as set forth in Article 17, shall, at the election of the Licensor, constitute a default under Section B of this Article 12.

ARTICLE 13 - RIGHTS OF OTHER PARTIES

- A. If Licensors prior to the execution of this Agreement, conferred upon others, not parties of this Agreement ("Outside Parties"), by contract or otherwise, rights or privileges to attach to, and/or reserve space on any of its Poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges with respect to existing Attachments of such Outside Parties, which Attachments shall continue in accordance with the present practice; all future Attachments of such Outside Parties shall be in accordance with the requirements of Section B below, except where such Outside Parties have by agreements entered into prior to the execution of this agreement acquired enforceable rights or privileges to make Attachments which do not meet such space allocations. Licensors shall derive all of the revenue accruing from such Outside Parties. Any contractual rights or privileges of Outside Parties recognized in this paragraph shall include renewals of or extensions of the term (period) of such contracts.
- B. In the event any Pole or Poles of Licensors to which Licensee has made its Attachments would, but for the Attachments of Licensee, be adequate to support additional facilities desired by Licensors, Licensors's subsidiary or affiliate, or by a User with whom Licensors has a prior agreement and which User is either occupying space or has requested to attach or reserve space on such Pole(s) prior to the placement of Licensee's Attachment on such Pole(s), then Licensors shall notify Licensee of any changes necessary to provide an adequate Pole or Poles and the estimated costs thereof. Upon receipt of such notice, Licensee shall remove its Attachments at its sole expense or reimburse Licensors, on demand, for all reasonable costs incurred by Licensors in making such changes. Should Licensee submit a request to make a new Attachment on a Pole that a User is not already attached to but on which the User has reserved space, Licensors will provide notice of such space reservation to Licensee, provided that Licensors has such knowledge on or prior to the date of Licensee's Attachment request.
- C. If Licensors desires to confer upon others not parties to this agreement (Outside Parties), by contract or otherwise, rights or privileges to attach to any of its Poles covered by this Agreement, it shall have the right to do so, provided all such Attachments of such Outside Parties are made in accordance with the following: (1) such Attachments shall be maintained in conformity with the requirements of Article 3, and (2) such Attachments shall not be located within the space allocation of Licensee. Licensors shall derive all of the revenue accruing from such Outside Parties.
- D. Except as to Users already attached to Licensors's Poles, any rights and privileges granted under this Article to others not parties hereto, Licensors shall make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.
- E. Except as to Users already attached to, or reserving space on, Licensors's Poles, in no event will Licensee be responsible for any Make-ready or other costs incurred for the benefit of an Outside Party and such costs shall immediately be reimbursed to Licensee from such Outside Party.
- F. The Licensors will make good faith efforts to have the Licensee paid by an Outside Party in connection with Outside Party Make-ready.

ARTICLE 14 - ASSIGNMENTS OF RIGHTS

Except as otherwise provided in this Agreement, Licensee shall not assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the Poles, or the Attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the Licensor, which consent shall not be unreasonably withheld or delayed, except to the United States of America or any agency thereof; provided, however, that nothing herein contained shall prevent or limit the Licensee's right to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage or in case of lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser at foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided further that, subject to all of the terms and conditions of this Agreement, Licensee may permit any corporation conducting a business of the same general character as that of such party, and owned, operated, leased and controlled by it, the use of all or any part of the space reserved hereunder on any Pole covered by this Agreement for the Attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such Attachments maintained on any such Pole by the permission as aforesaid of Licensee shall be considered as the Attachments of Licensee and the rights, obligations and liabilities of such party under this Agreement, with respect to such Attachments, shall be the same as if it were the actual owner thereof.

ARTICLE 15 - WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE 16 - PAYMENT OF TAXES

Licensee shall pay all taxes and assessments lawfully levied on its own property upon said Poles, and any tax, fee, or charge levied on Licensor's Poles solely because of their use by the Licensee shall be paid by the Licensee.

ARTICLE 17 - BILLS AND PAYMENT FOR WORK

- A. Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within ninety (90) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.
- B. All amounts to be paid by either party under this Agreement shall be due and payable within forty-five (45) days after receipt of an itemized invoice. Except as provided in Article 17.C below, any payment not made within thirty (45) days from the due date shall bear interest at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law,

then at the maximum rate allowed by law. If a party bills the interest provided for in this paragraph but then receives a payment showing that the payment was timely made, the billing party will write off and cancel the interest.

- C. A party receiving a bill may, in good faith and for good cause, dispute the amount or adequacy of substantiation for the bill. In the event that a party so disputes only a portion of a bill, then such party shall promptly pay the undisputed amount. In the event of such dispute, the parties shall meet, by telephone or in person, within ten (10) business days of a dispute being raised to discuss the disputed item and establish a procedure for addressing the disputed amount in accordance with this Agreement. Upon resolution of the dispute, if the amount and substantiation were correct and sufficient, interest will be paid on the unpaid balance from the date of the initial bill at the rate of 1.5% per month until paid, or if 1.5% exceeds the maximum rate allowed by law, then at the maximum rate allowed by law; but, if the amount was not correct or substantiation was not sufficient, no interest will be payable unless the amount determined to be correct is not paid within thirty (30) days of receipt of substantiation and determination of the correct amount.
- D. The fees specified in this Agreement shall be subject to an annual escalator equal to the change in the most recent 12 month's Handy Whitman Index for the South Atlantic Region, Account 364, Poles, Towers and Fixtures.

ARTICLE 18 - NOTICES

- A. Except as otherwise provided in this Agreement, all notices and writings shall be made to the following people, who from time to time may be changed by written notice:

Licensee Contact Information:

MCI METRO Access Transmission Services Corp
 Attn: Sr. Manager, Network Contract Services
 Network Contract Management
 400 International Parkway, Area C
 Richardson, TX 75081
VZB.Contracts.Notice@one.verizon.com

With a copy to (except for invoices):

Verizon Business Network Services Inc.
 Attention: Vice President & Deputy General Counsel
 1320 North Courthouse Road, 9th Floor
 Arlington, Virginia 22201

Licensor Contact Information:

City of Lawrenceville
 Attn: City Clerk

P.O. Box 2200
 Lawrenceville, GA 30046
 70 South Clayton Street
 Lawrenceville, GA 30046
 Phone: 770-963-2414

- B. By written notice pursuant hereto a party may from time to time specify a person in lieu of the person designated in Section A above to receive notices or writings with respect to specified matter(s) and/or geographic area(s), in which case such notices or writings shall be sent to that person as to such matter(s) and area(s).
- C. Response to any notice or Attachment Request Form contained in Appendix A shall be made to the sender rather than to the person designated in Section A or B above.
- D. Unless otherwise provided in this Agreement, any notice shall be in writing, which may, when mutually agreeable, include preservable and traceable electronic means, such as email.
- E. A second copy of any notice given under Article 12 shall be given to the following persons, who may from time to time be changed by written notice:

Licensee:

MCI METRO Access Transmission Services Corp
 Attn: Sr. Manager, Network Contract Services
 Network Contract Management
 400 International Parkway, Area C
 Richardson, TX 75081
VZB.Contracts.Notice@one.verizon.com

With a copy to (except for invoices):

Verizon Business Network Services Inc.
 Attention: Vice President & Deputy General Counsel
 1320 North Courthouse Road, 9th Floor
 Arlington, Virginia 22201

Licensor Contact Information:

City of Lawrenceville Electric
 Attn: Electric Superintendent
 P.O. Box 2200
 Lawrenceville, GA 30046
 70 South Clayton Street
 Lawrenceville, GA 30046

Phone: 770-963-9834

- F. The parties will develop and maintain a form designating the people to whom notices shall be given pursuant to the foregoing.

ARTICLE 19 - TERM OF AGREEMENT

- A. This Agreement shall continue in full force and effect for five (5) years from the Effective Date (Initial Term) and shall automatically renew thereafter for successive one (1) year terms (Renewal Term). Either party may terminate the Agreement by giving to the other party six (6) months' notice in writing of intention to terminate the Agreement six (6) months prior to the end of the Initial term or any Renewal term.
- B. Upon termination of this Agreement in accordance with any of its terms, Licensee shall within 180 days, remove all its Attachments owned by Licensee from all Poles of Licensors. If not so removed, Licensors shall have the right to remove and dispose of all of Licensee's Attachments without any liability or accounting therefore. Licensee shall reimburse Licensors for any and all costs incurred by Licensors in the removal of Licensee's Attachments as detailed above. In the event that Licensee has not reimbursed Licensors within thirty (30) days of invoicing following Licensors' removal of said Attachments, then Licensors may pursue, without notice or demand to Licensee, one or more of the remedies contained in Article 12, including making demand on the Security Instrument described in Article 21.E.
- C. Termination of this Agreement shall not relieve either Party from fulfilling any and all of its obligations that accrued while the Agreement was in effect.
- D. During the term of this Agreement or upon termination of this Agreement, Licensors shall have reasonable access to those portions of the Licensee's books, construction standards, and records, as may be necessary to resolve a material issue or concern regarding the Licensee's compliance with its obligations under this Agreement. Such access will be granted upon reasonable notice and only during regular business hours.

ARTICLE 20 – LIABILITY AND INDEMNIFICATION

- A. Licensee's use of the Licensors' distribution Poles as provided for in this Agreement is not for the benefit of the Licensors; rather, it is solely for the benefit of Licensee in carrying on its business of supplying the services authorized herein; and this Agreement is entered into with the explicit understanding that, except as set forth below, Licensee assumes sole responsibility for all injuries and damages arising, or claimed to have arisen, by, through or as a result of any of its cables, wires, appliances, equipment or facilities (or of a third-party overlasher to Licensee's cables, wires, appliances, equipment or facilities or any assignee of Licensee's rights) attached to the Licensors' Poles, equipment, or facilities, it being understood, however, that Licensee shall have no liability to the Licensors for injuries and damages (a) caused by, through or as a result of the sole negligence of the Licensors; or (b) caused solely by, through or as a result of the wanton misconduct of the Licensors; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) attachers whose cables, wires,

appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities.

- B. Accordingly, without limiting the effect of the provision of the immediately preceding paragraph, and except as set forth below, Licensee expressly agrees to indemnify, defend and save harmless the Licenser together with the Licenser's officers, directors, members, shareholders, employees, contractors, and agents, as well as each of the Licenser's affiliates and each of their respective officers, directors, members, shareholders, employees, contractors, and agents (collectively, the "Licenser Group") from all claims, demands, actions, judgments, loss, costs and expenses (collectively, "Claims") arising or claimed to have arisen by, through or as a result of Licensee's cables, wires, appliances, equipment or facilities attached to the Licenser's Poles, equipment, or facilities, or as a result of the negligent acts or omissions, or the intentional or wanton misconduct of the Licensee or any of its contractors, agents, overlashers or assignees, in respect to (a) damage to or loss of property (including but not limited to property of the Licenser or Licensee) (b) injuries or death to persons (including but not limited to injury to or death of any Licensee employees, contractors or agents, or members of the public); (c) any interference with the television or radio reception of, or with the transmission or receipt of telecommunications by, any person which may be occasioned by the installation or operation of Licensee's cables, wires, appliances, equipment or facilities; (d) the proximity of Licensee's cables, wires, appliances, equipment or facilities to the wires and other facilities of the Licenser; (e) any claims upon the Licenser for additional compensation for use of its distribution rights-of-way for an additional use of the Licensee; and (f) any injuries sustained and/or occupational diseases contracted by any of the Licensee's employees, contractors or agents of such nature and arising under such circumstances as to create liability therefore by Licensee or the Licenser under any applicable Worker's Compensation law, including also all claims and causes of actions of any character which any such contractors, employees, the employers of such employees or contractors, and all persons or concerns claiming by, under or through them or either of them may have or claim to have against the Licenser resulting from or in any manner growing out of any such injuries sustained or occupational diseases contracted; it being understood, however, that Licensee shall have no liability to the Licenser for injuries and damages (a) caused by, through or as a result of the sole negligence of the Licenser; or (b) caused solely by, through or as a result of the wanton misconduct of the Licenser; or (c) caused solely by, through or as a result of the facilities or activities of any third party (or parties) whose cables, wires, appliances, equipment or facilities are attached to the same Poles as Licensee's cables, wires, appliances, equipment or facilities. In any matter in which Licensee shall be required to indemnify the Licenser hereunder, Licensee shall control the defense of such matter in all respects, and the Licenser may participate, at its sole cost, in such defense. The Licenser shall not settle or compromise any matter in which Licensee is required to indemnify the Licenser without the prior consent of Licensee.
- C. Insurance: Licensee shall contract for and maintain in effect, throughout the period during which Licensee maintains Attachments on any Poles owned by Licenser, insurance which meets the amounts set forth in subsections (1) through (3) below. Any contractors of Licensee shall be required to obtain and maintain substantially the same insurance as required of Licensee. Failure to provide and maintain the required insurance coverage shall constitute a

Default under this Agreement, in which event Licensor shall have the right to terminate this Agreement.

1. Worker's compensation insurance in compliance with the statutory requirements of the state(s) of operation and employer's liability with a limit of \$1,000,000 each accident/disease/policy limit, covering all employees of Licensee who shall perform any work on Poles or property owned or controlled by Licensor, including easements and rights-of-way, whether or not such insurance is required by law. If any employee is not subject to the workman's compensation laws of the state wherein work is performed, Licensee shall extend said insurance to such employee as though said employee were subject to such laws.
 2. Commercial general liability insurance covering all operations under this Agreement, including erection, installation, maintenance, Rearrangement and removal of Licensee's Attachments in an amount of \$4,000,000.00 per occurrence for bodily injury and property damage and \$4,000,000 general aggregate.
 3. Automobile liability insurance covering all owned, non-owned and hired vehicles which may be used in connection with this Agreement, in an amount of \$2,000,000 combined single limit each accident for bodily injury and property damage.
 4. The policies required hereunder shall be in such form and issued by such carrier as shall be reasonably acceptable to Licensor.
 - a) Licensor, its board of directors, officers and employees, shall be included as additional insureds as their interest may appear under this Agreement on the commercial general liability and automobile liability policies only with respect to liability arising from Licensee's operation in conjunction with this Agreement; and
 - b) Licensee agrees to release and will require its insurers (by policy endorsement) to waive their rights of subrogation against Licensor, its board of directors, officers, and employees, for loss under the policies of insurance described herein; and
 - c) Licensee shall furnish Licensor certificates of insurance evidencing such insurance within 30 days of the Effective Date of this Agreement and shall provide Licensor with copies of any renewal certificates promptly after they become available.
 5. Upon receipt of notice from its insurer(s) Licensee shall provide the Licensor with thirty (30) days' prior written notice of cancellation of any required coverage.
 6. Notwithstanding the above, if Licensee is authorized to operate as a self-insured entity under the laws of the State of Georgia, Licensee may provide self-insurance to meet the requirements of this Article 21.F upon terms and conditions satisfactory to Licensor.
- E. Security Instrument: Licensee shall furnish and maintain throughout the term of this Agreement, and thereafter until all of the obligations of Licensee have been fully performed, a bond, or other Security Instrument satisfactory in form and content to Licensor in substitution therefore, to guarantee the payment of any sums which may become due to Licensor or an

Licensors Agent for Pole Attachment Rental Fees, inspections, inventories, Make Ready Costs, Unauthorized Attachment Fees, for work performed for the benefit of Licensee under this Agreement, including the removal of Attachments upon termination of this Agreement, for any expense that may be incurred by Licensors or an Licensors Agent because of any Default of Licensee, or for any other expense that is to be borne by Licensee under this Agreement. The amount of said Security Instrument, which amount shall be maintained throughout the term of the Agreement and thereafter until all of the obligations of Licensee have been fully performed, shall be equal to \$10,000.00 US, or \$25.00 US per Attachment, whichever is larger. The amount of the Security Instrument may, in Licensors's discretion, be adjusted by the change in the Handy Whitman Index for the South Atlantic Region, Account 364 to account for changes in the costs of owning and maintaining Poles, or if Licensee purchases, acquires, or obtains a controlling interest in additional broadband or other facilities within Licensors's service territory not currently covered by this Agreement which results in a significant increase in the number of Attachments. Any such adjustment shall not exceed the then current rate per Pole per new Attachment. Failure to provide and maintain the aforementioned Security Instrument shall be deemed a Default under this Agreement, in which event Licensors shall have the right to pursue any and all remedies set forth in this Agreement and at law or equity. The furnishing of such Security Instrument shall not affect, limit, diminish or otherwise reduce any obligations of Licensee under this Agreement.

ARTICLE 21 - REMEDIES CUMULATIVE

Unless otherwise provided in this Agreement, all remedies set forth in this Agreement are cumulative and in addition to any other remedies that may be available herein or at law or in equity, if any.

In witness whereof the parties hereto, have caused these presents to be executed in two counterparts, each of which shall be deemed an original and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, as of the Effective Date.

CITY OF LAWRENCEVILLE

Signed: _____

Name: _____

Title: _____

Date: _____

MCI METRO ACCESS TRANSMISSION SERVICES CORP.

Signed:  _____

Name: L. Gisela Macias

Title: Sr Manager

Date: 9.12.2019

APPENDIX A - ATTACHMENT REQUEST FORM/OVERLASH NOTIFICATION FORM

Licensee hereby requests permission pursuant to its Pole Attachment License Agreement to make new Attachment(s) to Poles, remove Attachment(s) to Poles and/or Overlash cables affixed to Poles, all as shown on the attached construction plans and drawings. The attached plans and drawings show the Poles Licensee desires to attach to or Overlash, the number and character of Attachments proposed, any Rearrangements requested with respect to existing wires, fixtures or apparatus, any relocations or replacements of existing Poles requested, the heights of all points of attachment, all mid-span clearances, and any new Pole placement requested. Should additional information be required by the Licensor for verification of compliance with the NESC or other applicable standards, the Licensee will provide such information. Licensee certifies that all rights-of-way, easements, permits, and consents have been obtained from the owner(s) of the property(ies) on which the Poles being attached to are currently located or will be located. Payment for the fees is included with this request. The table below provides detailed information regarding this request.

LICENSEE				
Company		Poles with Attachments	Added	
Project			Removed	
Request #			Overlashed	
Request Date		Estimated Construction Dates	Start	
Name			Completion	
Signature		Fees	Application	\$
Phone			Inspection	\$
Fax			Design	\$
Email			Total	\$

Please advise Licensee as to whether or not these Attachments will be permitted and if necessary provide an estimate for any additional costs that Licensee may be required to pay as Make-ready work. If Make-ready work is required, upon receipt of Licensor supplied Make Ready Estimate the Licensee shall provide notice to Licensor of either approval of the cost estimate or that Licensee will not undertake to make these Attachments. Upon receipt by Licensor of Licensee's notice of estimate approval of Make Ready Costs, the Licensor will proceed with Make-ready work.

LICENSOR				
Response Date		Licensor Make Ready Construction Required?	Yes	
Name			No	
Signature		Licensor Make Ready Construction Estimate	\$	
Phone				
Fax		Permit #		
Email				
Request Response	Approved	Reason for denial		
	Denied			

APPENDIX B - LICENSOR RULES AND PRACTICES FOR ATTACHMENTS

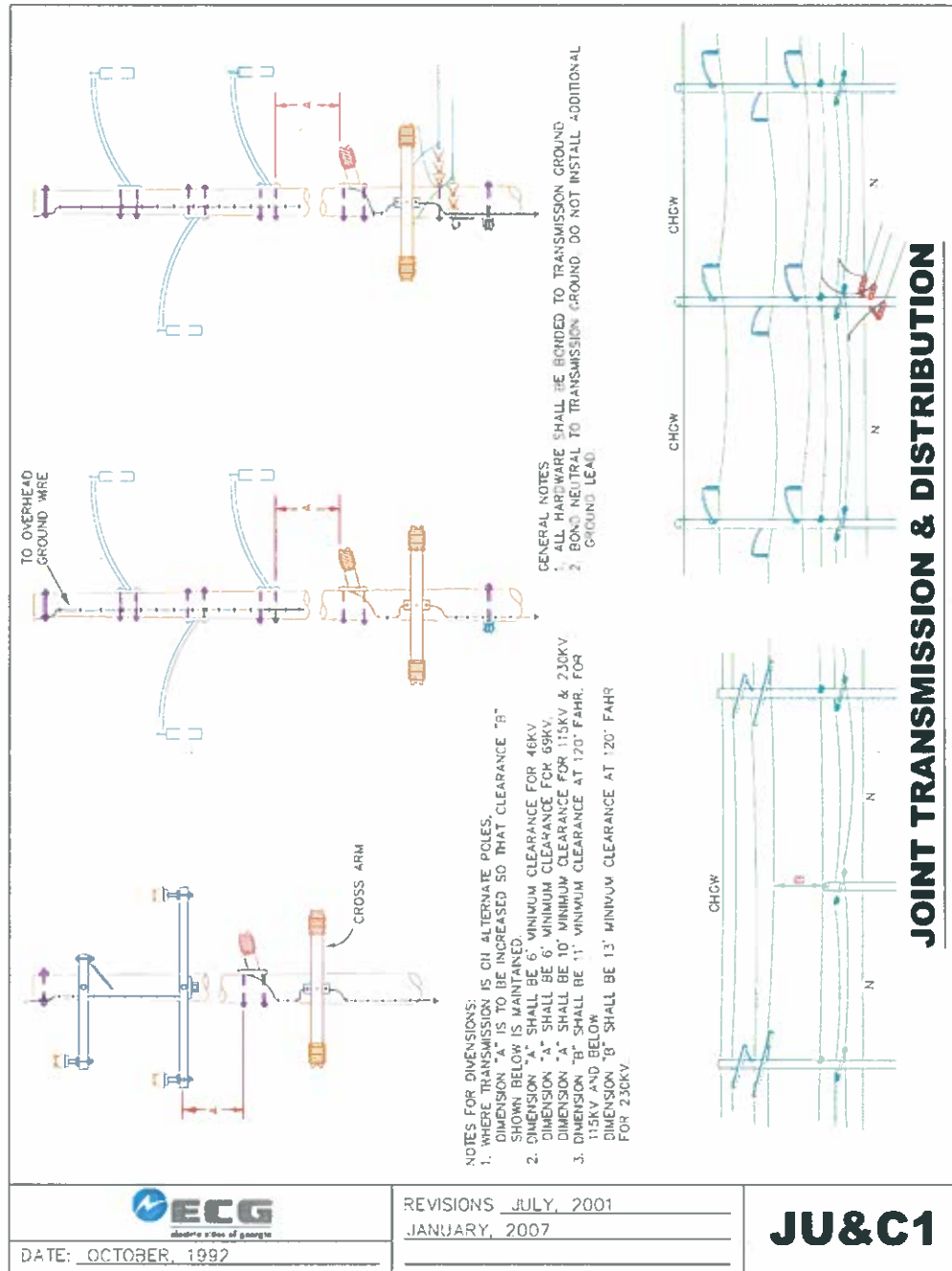
1. Licensee shall install and maintain its Attachments at its own expense.
2. Any unbalanced loading of Licensor's Distribution Poles caused by the placement of Licensee's circuits shall be properly guyed and anchored by Licensee with a guy and anchor provided by Licensee, at no expense to Licensor. Licensee may not place new guy attachments on Licensor's anchors without Licensor's prior consent. If mutually agreed between the Licensee and the Licensor, Licensor may install anchors and anchor rods, at Licensee's expense, with sufficient capacity for the Licensor's and Licensee's guying attachments. When the parties agree to use a common anchor, Licensee shall re-install Licensor's anchor rod bonding clamps on Licensor anchors after installing guy attachments to the anchor.
3. A preliminary "ride through" of the proposed route of Licensee's communications facility shall be made by representatives of Licensor and Licensee when necessary.
4. Licensee shall check and verify the condition of any Pole prior to climbing or performing work on it. If a Pole is deemed unsafe, Licensee must immediately cease all work on said Pole and notify Licensor by telephone and in writing as soon as practicable.
5. All Attachments shall be located on the same side of each Pole as any existing telephone or communications cable, or as otherwise designated by Licensor.
6. On Attached Poles where Licensor has secondary conductors, all Attachments shall be located on the same side of the Pole as the secondary conductors, or as otherwise designated by Licensor.
7. Licensee shall cause all cabinets, enclosures, and messengers to be effectively grounded in accordance with the NESC and all revisions thereof. Licensee shall instruct its employees, contractors, and other representatives working on Licensor's Poles of the dangers associated with bonding its facilities to the Licensor "vertical ground wire" and associated dangers thereof and shall provide adequate training and protective equipment so as to protect its employees, contractors, and other representatives from bodily harm. The Licensor assumes no responsibility either for instructing Licensee's personnel or furnishing equipment to Licensee's personnel, or for any liability for Licensee's personnel working on Licensor Poles, except as provided for in the indemnity provisions of the Agreement.
8. Licensee shall install no power supply on any of Licensor's Poles on which underground electric services, capacitor banks, sectionalizing equipment or voltage regulators are already installed.
9. No electrical service connection to a communications power supply shall be made or installed by Licensee until after Licensor shall have completed inspection of an approved fused service disconnect switch or circuit breaker.
10. No bolt used by Licensee to attach its facilities shall extend or project more than one inch (1") beyond its nut.
11. All Attachments of Licensee shall have at least two inches clearance from unbonded hardware such as pedestals and any other enclosures containing equipment.
12. All of Licensee's Attachments shall comply with the more stringent of either Licensor's or

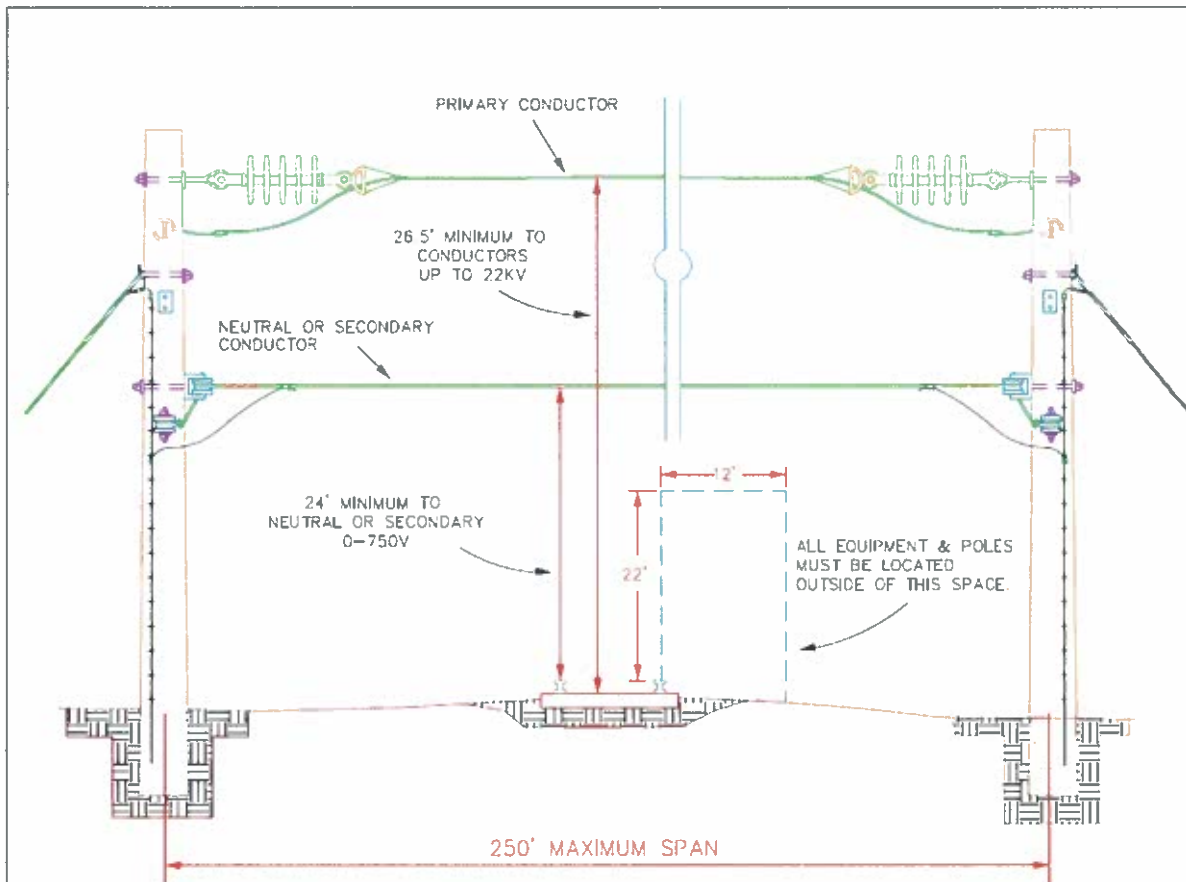
NESC clearance and separation requirements and shall be located on all new or transferred attachments a minimum of forty inches (40") below Licensor's lowest attached facilities. On Licensor Poles supporting streetlights, Licensee's Attachments may be installed to comply with the NESC clearance requirements for the street light "drip loop", as long as Licensee's Attachment also maintains forty inches (40") from other Licensor facilities on the Pole. All mid-span clearances between Licensee's facilities and Licensor's lowest conductors shall comply with NESC clearance requirements.

13. Licensee may, with prior approval of Licensor, install cross arms, alley arms, or cable extension arms for the support of any of its facilities. However, Licensee shall not use any cross arm or alley arm brace above the arm that it supports.
14. Licensee shall install and maintain any and all of its facilities in a neat and workmanlike manner consistent with the maintenance of the overall appearance of the Pole and subject to the standards set forth in Article 3. Where a disparity exists between Licensor's standards, Governmental requirements, the NESC, this Appendix B, or other written requirements in this Agreement, the most stringent shall apply.
15. In the event that any of Licensee's proposed Attachments are to be installed upon Poles already jointly used by Licensor and another party(ies), Licensee shall negotiate with such other party/parties to determine clearances between its facilities and those of Licensor and such other party/parties, except that Licensee may not in any way modify the clearance requirements set forth in this Agreement
16. Guy markers shall be installed and maintained on all guys.
17. Where, at the sole discretion of the Licensor, the future installation of a transformer, underground cable riser, or other similar Licensor equipment is likely, all new attachments will be made at least seventy-two inches (72") under the primary neutral. Clearances not specified in this rule shall be determined by reference to the National Electrical Safety Code. Licensee shall be notified of this possibility in the Appendix A application process.
18. All anchors and guys shall be installed and in effect prior to the installation of any of the Licensee's messenger wires or cables. All anchors and rods shall be in line with the strain and shall be installed so that approximately six inches (6") of the rod remains out of the ground. Cutting of anchor rods to reduce anchor rod extension above the ground line is not permitted. The entire length of the anchor rod should be set in a straight line between the Pole attachment and the point where the rod attaches to the anchor. In cultivated fields or other locations the projection of the anchor rod above earth may be increased to a maximum of twelve inches (12") to prevent burial of the rod eye. The backfill of all anchor holes must be thoroughly tamped the full depth.
19. Sidewalk guys shall be permitted by special exception only.
20. No Licensee guys may be attached to Licensor guys (except grounding connections). Attachment of Licensee guys to Licensor anchors shall be permitted only with approval by the Licensor.
21. With respect to all communications-protective devices, Licensee agrees that Licensor may construct all its facilities in accordance with "Grade C" construction as applicable under NESC Rule 242, Table 242-1, Footnote 7.

SCHEDULE 1

[ATTACH SECTION 5 "JOINT USE AND CLEARANCES" OF THE
ELECTRIC CITIES OF GEORGIA INC. CONSTRUCTION ASSEMBLY SPECIFICATIONS]





1. IF SPAN LENGTH EXCEEDS 250 FEET, CONDUCTOR CLEARANCE IS TO BE INCREASED 0.3 FEET FOR EACH 10 FEET SPAN LENGTH IN EXCESS OF THE 250 FEET.
2. CROSSINGS SHOULD BE MADE ON A COMMON SUPPORT STRUCTURE WHERE PRACTICAL COOPERATION BETWEEN THE PARTIES CONCERNED SHALL PREVAIL PROPER CLEARANCES.
3. EXCEPTIONS TO 12' HORIZONTAL SIDE CLEARANCE:
 - (a) A CLEARANCE OF NOT LESS THAN 8 FEET MAY BE ALLOWED WHERE NECESSARY IF THE SUPPORTING STRUCTURE IS NOT THE CONTROLLING OBSTRUCTION, PROVIDED SUFFICIENT SPACE FOR A DRIVEWAY IS LEFT WHERE CARS ARE LOADED
 - (b) WHERE NECESSARY TO PROVIDE SAFE OPERATING CONDITIONS WHICH REQUIRE AN UNINTERRUPTED VIEW OF SIGNALS, SIGNS, ETC. ALONG TRACKS THE PARTIES CONCERNED SHALL COOPERATE IN LOCATING STRUCTURES TO PROVIDE THE NECESSARY CLEARANCE
 - (c) AT INDUSTRIAL SIDINGS, A CLEARANCE OF NOT LESS THAN 8 FEET SHALL BE PERMITTED, PROVIDED SUFFICIENT SPACE IS LEFT WHERE CARS CAN BE LOADED OR UNLOADED

RAILROAD CROSSING CONSTRUCTION CLEARANCES



DATE: OCTOBER, 1992

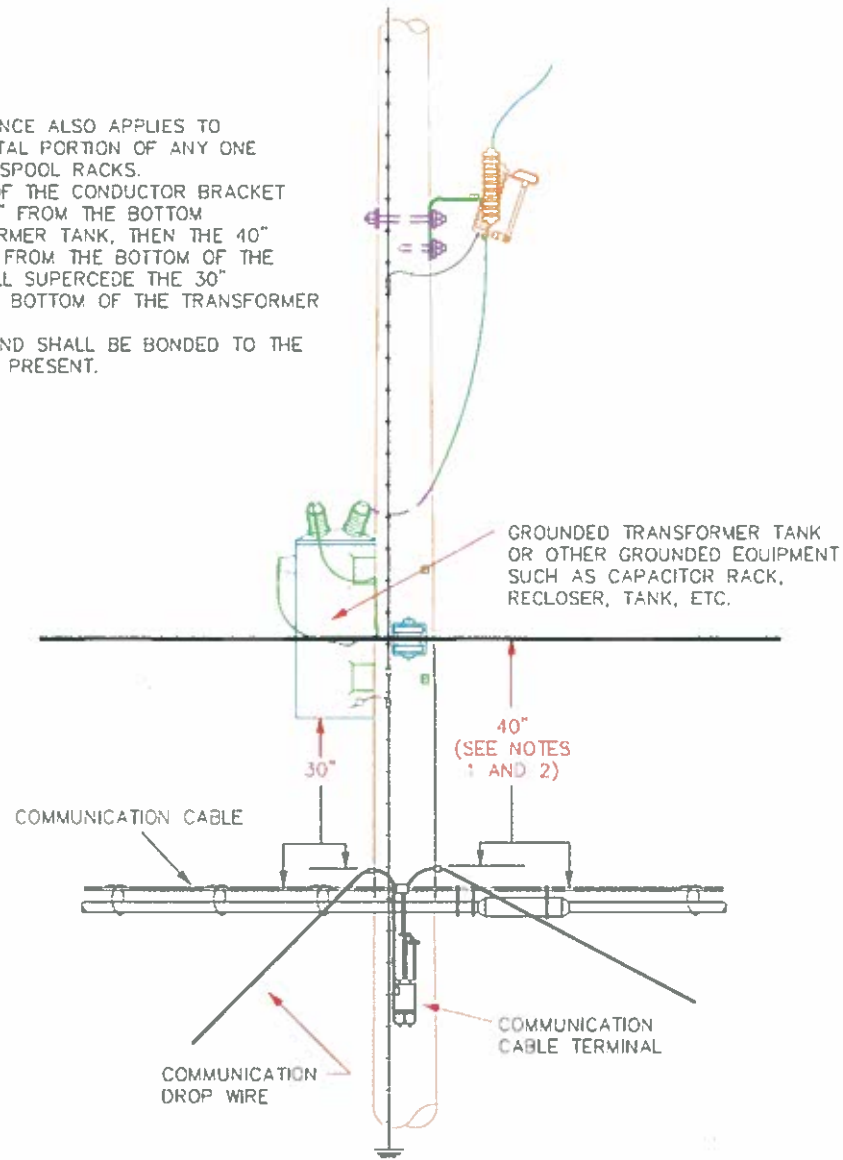
REVISIONS JULY, 2001

JANUARY, 2007

JU&C2

NOTES:

1. THIS 40" CLEARANCE ALSO APPLIES TO THE CLOSEST METAL PORTION OF ANY ONE SPOOL OR FOUR SPOOL RACKS.
2. IF THE BOTTOM OF THE CONDUCTOR BRACKET IS LESS THAN 10" FROM THE BOTTOM OF THE TRANSFORMER TANK, THEN THE 40" REQUIRED SPACE FROM THE BOTTOM OF THE CONDUCTOR SHALL SUPERCEDE THE 30" SPACE FROM THE BOTTOM OF THE TRANSFORMER TANK.
3. MESSENGER STRAND SHALL BE BONDED TO THE POLE GROUND, IF PRESENT.



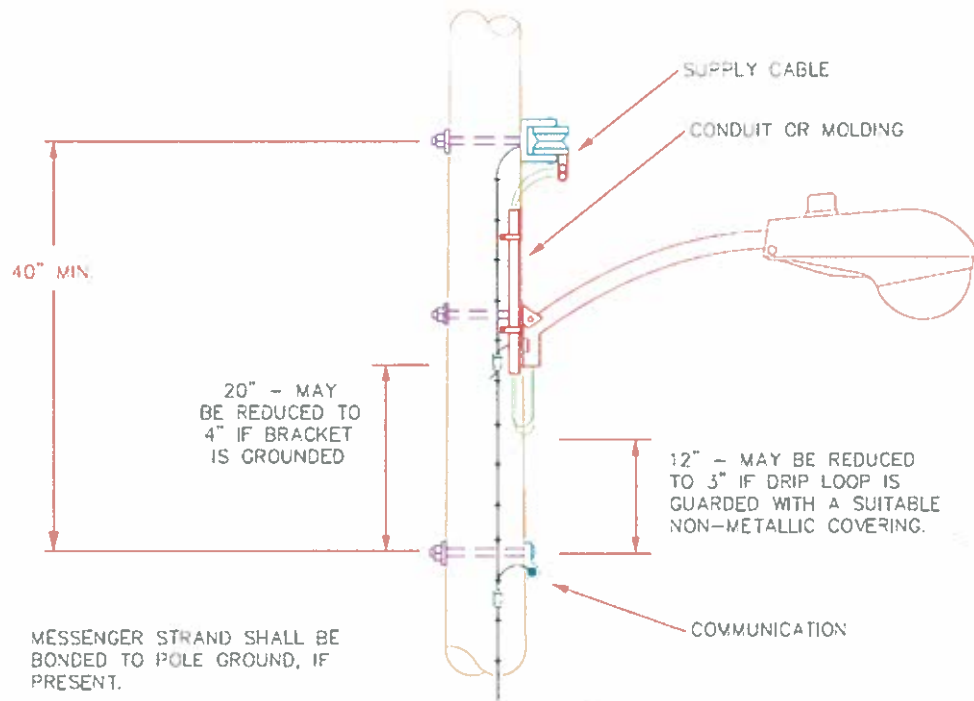
TRANSFORMER POLE



REVISIONS JULY, 2001

DATE: OCTOBER, 1992

JU&C3



NOTES:

- 1.) LIGHT FIXTURE SHOWN IS SYMBOLIC ONLY. CLEARANCES SHOWN ARE APPLICABLE TO ANY TYPE FIXTURE USED.
- 2.) LOWEST PART OF LUMINAIRE SHALL BE NOT LESS THAN 15' OVER ROADS, STREETS, PARKING LOTS, OR ALLEYS.

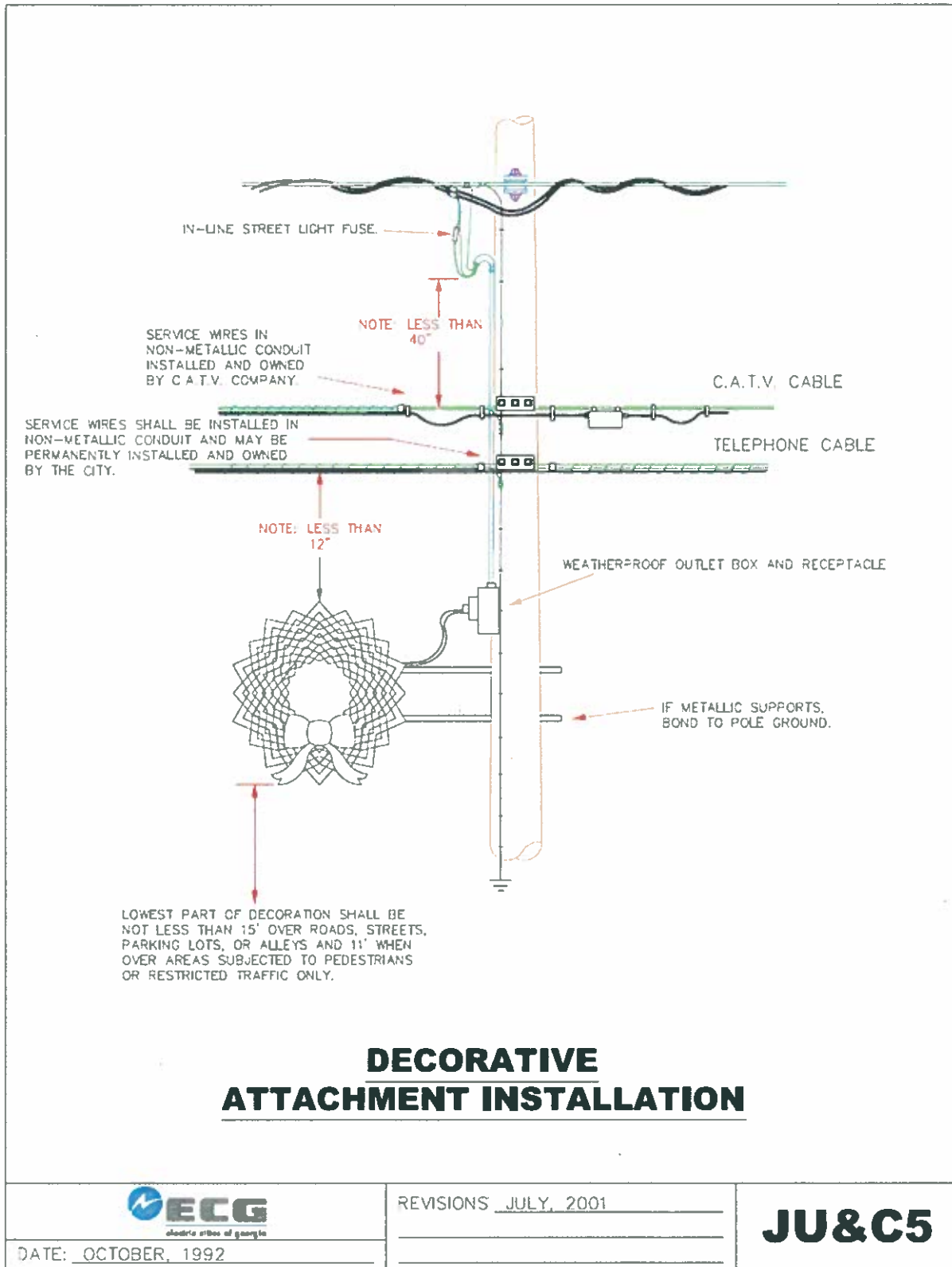
C.A.T.V., TELEPHONE, OTHER SEPARATION FROM LUMINAIRES

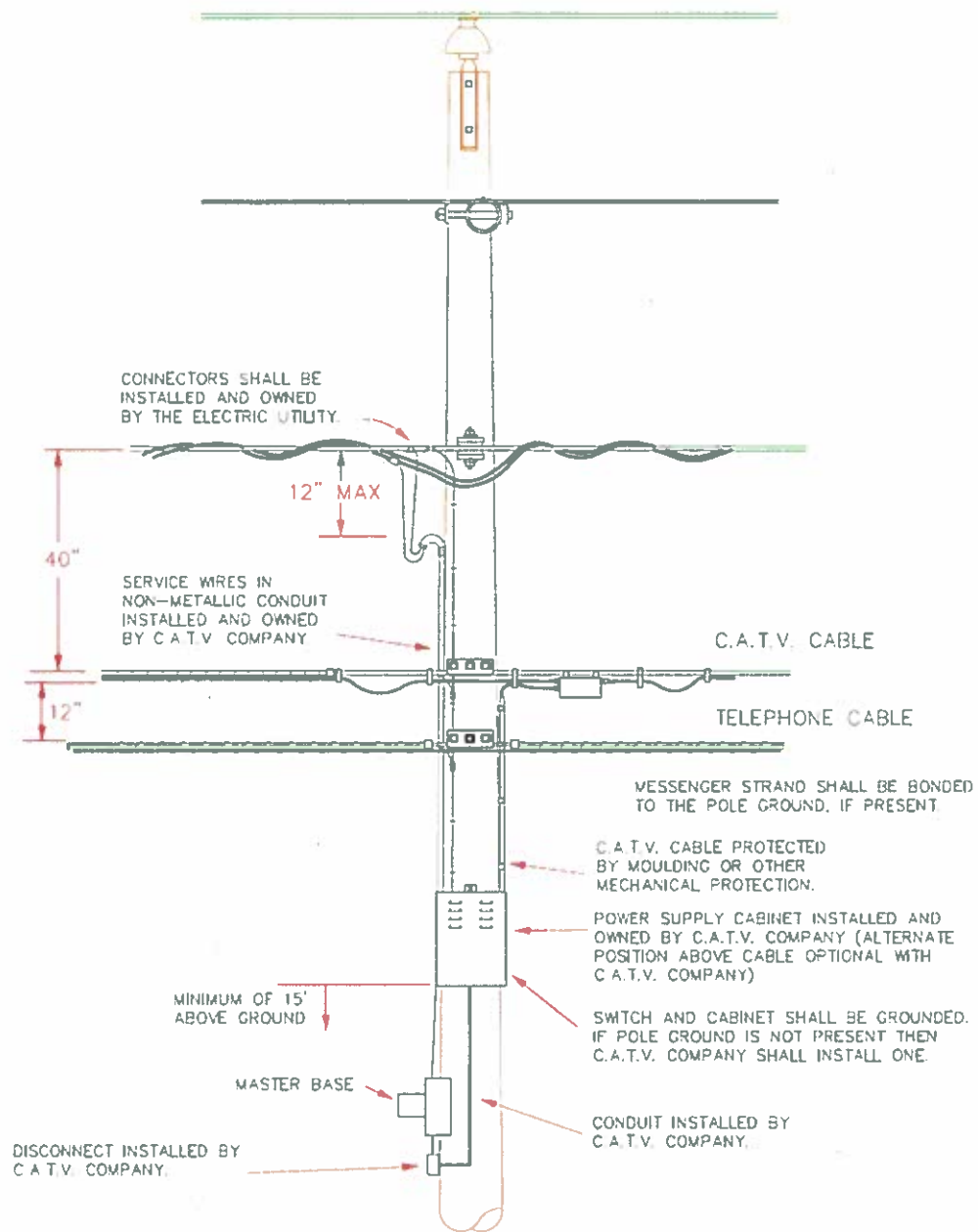


DATE: OCTOBER, 1992

REVISIONS JULY, 2002

JU&C4





COMMUNICATION/SIGNAL TYPE ATTACHMENT C.A.T.V. POWER SUPPLY INSTALLATION



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

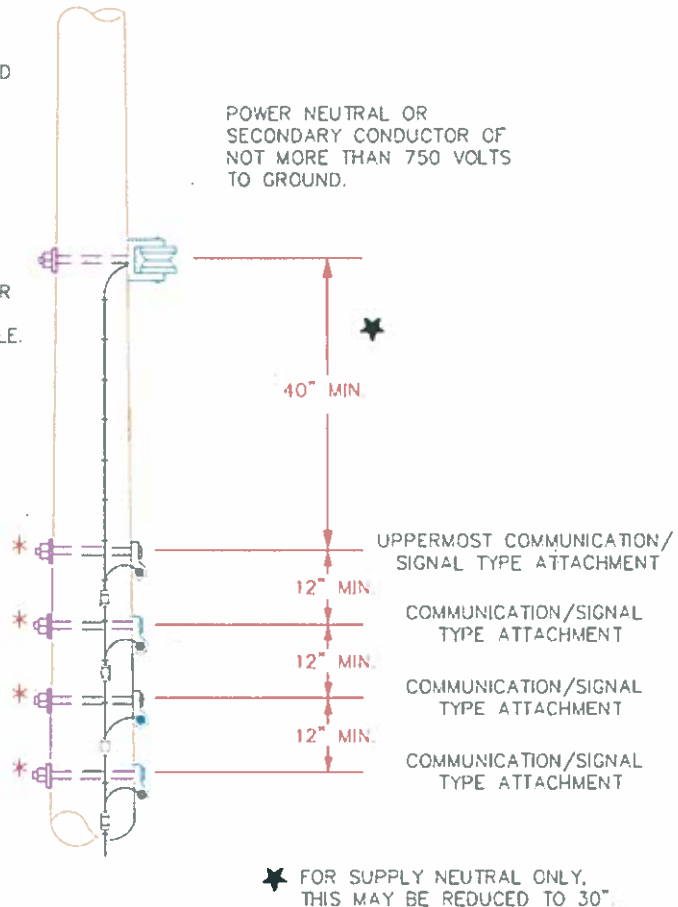
JU&C6

***COMMUNICATION/SIGNAL TYPE ATTACHMENT**

TELEPHONE CABLE
C.A.T.V. CABLE
ALARM CABLE (FIRE, POLICE, WATER
TOWER LEVEL, ETC.)
TRAFFIC SIGNAL CONTROL CABLE
TELEGRAPH CABLE
PUBLIC OR PRIVATE COMMUNICATION
CABLE

NOTES:

- 1.) WHEN C.A.T.V. AND TELEPHONE ARE ATTACHED TO POLE, C.A.T.V.'S PREFERRED POSITION IS ABOVE TELEPHONE (12" MIN.). IF OTHER COMMUNICATION/SIGNAL TYPE CABLES ARE ATTACHED TO POLE WITH C.A.T.V. AND/OR TELEPHONE, THEIR POSITION SHALL BE MUTUALLY AGREED UPON.
- 2.) 12" MIN. SPACING SHOULD BE MAINTAINED BETWEEN CABLES. C.A.T.V. AND TELEPHONE DROPS CAN BE LESS THAN 12" FROM OTHER CABLES. DROPS SHALL BE 40" BELOW POWER NEUTRAL OR SECONDARY AT POLE.
- 3.) ALL CABLES SHALL BE ON SAME SIDE OF POLE.
- 4.) MESSENGER STRAND SHALL BE BONDED TO POLE GROUND, IF PRESENT.



MULTIPLE COMMUNICATION/ SIGNAL TYPE ATTACHMENT



REVISIONS JULY, 2001

DATE: OCTOBER, 1992

JU&C7

FOOTNOTES TABLE 1:

1. Where the height of a building or other installation does not permit service drops to meet these values, the clearances over residential driveways only may be reduced to the following:

	<u>FEET:</u>
a. Service drops limited to 300 V to ground	12.5
b. Service drip loops limited to 300 V to ground	10.5
c. Service limited to 150 V to ground	12.0
d. Drip loops only of service limited to 150 V to ground	10.0

2. Where the height of a building or other installation does not permit service drops to meet these values, the clearances may be reduced to the following:

	<u>FEET:</u>
a. Service drops, including drip loops, limited to 300 V to ground	10.5
b. Service drops, including drip loops, limited to 150 V to ground	10.0

3. Spaces and ways subject to pedestrians or restricted traffic only are those areas where equestrians, vehicles, or other mobile units, exceeding 8ft. in height, are prohibited by regulation or permanent terrain configurations or are otherwise not normally encountered or reasonably anticipated.

4. Where a supply or communication line along a road is located relative to fences, ditches, embankments, etc., so that the ground under the line would not be expected to be traveled except by pedestrians, the clearance may be reduced to the following values:

	<u>FEET:</u>
a. Insulated communications cables, neutrals, guys, and multiplex supply cables limited to 150 V to ground	9.5
b. Multiplex supply cables limited to 300 V to ground	12.5

5. This clearance may be reduced to 13 ft. for communication conductors and guys.
6. Where this construction crosses over or runs along alleys, driveways, or parking lots, this clearance may be reduced to 15 ft.
7. For controlled impoundments, the surface area and corresponding clearances shall be based upon the design high water level. For other waters, the service area shall be that enclosed by its annual high water mark, and clearances shall be based on the normal flood level. The clearance over rivers, streams, and canals shall be based upon the largest surface area of any 1 mi. long segment, which includes the crossing. The clearance over a canal, river, or stream normally used to provide access for sailboats to a larger body of water shall be the same as that required for the larger body of water.
9. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height. Areas not subject to truck traffic are areas where truck traffic is not normally encountered or not reasonably anticipated.
10. Communication cables and conductors may have a clearance of 15 ft. where poles are back of curbs or other deterrents to vehicular traffic.

Note: Footnote 8 and 11 were intentionally omitted

FOOTNOTES TABLE 1: (cont'd)

12. Where the U.S. Army Corps of Engineers, or the state or the surrogate thereof has issued a crossing permit, clearance of that permit shall govern.
13. For controlled impoundments, the surface area and corresponding clearance shall be based upon the design high water level. For other waters, the surface area shall be that enclosed by its annual high water mark, and clearances shall be based upon the largest surface area of any one mile long segment that includes the crossing. The clearance of a canal, river or stream normally used to provide access for sailboats to a larger body of water shall be the same as required for the larger body of water.
14. Where an over water obstruction restricts vessel height to less than the following:

Surface Area (Acres)	Reference Vessel Height (Feet)
less than 20	16
20 to 200	24
200 to 2000	30
over 2000	36

The required clearances may be reduced by the difference between the reference vessel height given above and the over water obstruction height, except that the reduced clearance shall not be less than that required for the surface area on the line crossing side of the obstruction.

The vertical clearance shall be maintained with the conductor at final sag and at the following condition whichever results in the greater vertical sag:

1. 32° F, no wind, with radial thickness of ice of 1/4 inch for medium loading and no ice for light loading.
- Or
2. The maximum conductor for which the line is designed to operate, if greater than 120° F. (120° F for all neutrals)

Note:

All clearances shown are design clearances under specified conditions, not measured clearances under ambient conditions.

VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS				
NATURE OF SURFACE UNDERNEATH WIRES, CONDUCTORS, OR CABLES	INSULATED COMMUNICATION CONDUCTORS AND CABLE; MESSENGERS; GROUNDED GUYS; SYSTEM NEUTRAL (IN FEET)	DUPLEX, TRIPLEX, & QUADRAPLEX CABLE WITH GROUNDED GUYS; GROUNDED NEUTRAL 0 - 750 VOLTS (IN FEET)	OPEN WIRE SECONDARY CONDUCTORS 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 27KV (IN FEET)
WHERE WIRES, CONDUCTORS, OR CABLE CROSS OVER OR OVERHANG				
1. TRACK RAILS OF RAILROADS.	23.5	24	24.5	26.5
2. ROADS, STREETS, AND OTHER AREAS SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 9.)	15.5	16	16.5	18.5
3. DRIVEWAYS, PARKING LOTS, AND ALLEYS	15.5 (SEE NOTES 1 AND 6)	16 (SEE NOTES 1 AND 6)	16.5 (SEE NOTE 1)	18.5
4. OTHER LAND TRAVERSED BY VEHICLES SUCH AS CULTIVATED, GRAZING, FOREST, ORCHARD, ETC.	15.5	16	16.5	18.5
5. SPACES OR WAYS SUBJECT TO PEDESTRIAN OR RESTRICTED TRAFFIC ONLY. (SEE NOTE 3.)	9.5	12 (SEE NOTE 2)	12.5 (SEE NOTE 1)	14.5
6. WATER AREAS NOT SUITABLE FOR SAILBOATS OR WHERE SAILBOATS ARE PROHIBITED. (SEE NOTE 12.)	14	14.5	15	17
7. A) WATER AREAS (NOT REGULATED BY CORPS OF ENGR.) SUITABLE FOR SAILBOATS, INCLUDING LAKES, PONDS, RESERVOIRS, TIDAL WATERS, RIVERS, STREAMS, AND CANALS WITH AN UNOBSTRUCTED SURFACE AREA OF: A. LESS THAN 20 ACRES B. 20 TO 200 ACRES C. 200 TO 2000 ACRES D. OVER 2000 ACRES (SEE NOTES 12, 13, & 14)	17.5 25.5 31.5 37.5	18 26 32 38	18.5 26.5 32.5 38.5	20.5 28.5 34.5 40.5
7. B) WATER AREAS REGULATED BY CORPS OF ENGINEERS (SEE NOTE 7)	52	55	55	55
8. PUBLIC OR PRIVATE LAND AND WATER AREAS POSTED FOR RIGGING OR LAUNCHING SAILBOATS.	CLEARANCE ABOVE GROUND SHALL BE 5 FEET GREATER THAN IN 7 ABOVE, FOR THE TYPE OF WATER AREAS SERVED BY THE LAUNCHING SITE.			
WHERE WIRES, CONDUCTOR, OR CABLES RUN ALONG AND WITHIN THE LIMITS OF HIGHWAY OR OTHER ROAD RIGHT-OF-WAY BUT DO NOT OVERHANG THE ROADWAY				
9. ROADS, STREET, OR ALLEYS	15.5 (SEE NOTES 6 AND 10)	15.5 (SEE NOTES 6)	16.5	18.5
10. ROADS IN RURAL DISTRICTS WHERE IT IS UNLIKELY THAT VEHICLES WILL BE CROSSING UNDER THE LINE.	15.5 (SEE NOTES 4 AND 5)	14.0 (SEE NOTES 4)	14.5 (SEE NOTES 4)	16.5

*ALWAYS REFER TO THE LATEST NESC
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

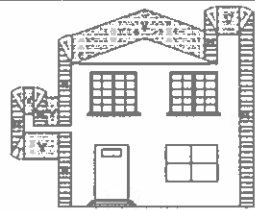
VERTICAL CLEARANCES OF WIRES, CONDUCTORS, AND CABLES ABOVE GROUND, ROADWAYS, RAILS, OR WATER

 DATE: <u>OCTOBER, 1992</u>	REVISIONS <u>JULY, 2002</u>	TABLE 1

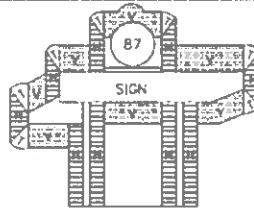
FOOTNOTES TABLE 2:

1. Where a building, sign, chimney, antenna, tank, or other installation does not require maintenance such as painting, washing, changing of sign letters, or other operations which would require persons to work or pass between supply conductors or unguarded rigid live parts and structures, the clearance may be reduced by 2 ft.
3. A roof, balcony, or area is considered readily accessible to pedestrians if the means of access is through a doorway, ramp, window, stairway, or permanently mounted ladder. A permanently mounted ladder is not considered a means of access if its bottom rung is 8 ft. or more from the ground or other permanently installed accessible surface.
4. The required clearances shall be to the closest approach of motorized signs or moving portions of installations.
5. For the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft. in height.
6. This clearance may be reduced to 3 in. for the grounded portions of the guys.
7. Windows not designed to open may have the clearance permitted for the walls and projections.
8. The horizontal clearance shall not be less than 3.5' plus the displacement of the conductor by a 6 lb/ft² wind at 60° F, final sag.
9. The horizontal clearance shall not be less than 4.5' plus the displacement of the conductor by a 6 lb/ft² wind at 60° F, final sag.
10. Where available space will not permit this value, the clearance may be reduced to 7.0 ft. for conductors limited to 8.7 KV to ground.

Note: Footnote 2 was intentionally omitted.



H - HORIZONTAL CLEARANCE
T - TRANSITIONAL = VERTICAL (ARC)



V - VERTICAL CLEARANCE

VOLTAGES ARE PHASE TO GROUND FOR EFFECTIVELY GROUNDED CIRCUITS

CLEARANCE FROM:	INSULATED COMMUNICATION CONDUCTORS AND CABLES; MESSENGERS; GROUNDED GUYS; NEUTRAL CONDUCTORS (IN FEET)	MULTIPLEX SUPPLY CABLE 0 - 750 VOLTS (IN FEET)	OPEN WIRE CONDUCTORS 0 - 750 VOLTS (IN FEET)	UNGUARDED RIGID LIVE PARTS, OVER 750 VOLTS TO 22 KILOVOLTS (IN FEET)	OPEN WIRE CONDUCTORS OVER 750 VOLTS TO 22 KILOVOLT (IN FEET)
1. BUILDINGS					
A. HORIZONTAL					
(1) TO WALLS, PROJECTIONS, AND GUARDED WINDOWS.	4.5 (SEE NOTE 6)	5.0 (SEE NOTE 1)	5.5 (SEE NOTE 1 & 8)	7.0 (SEE NOTE 1)	7.5 (SEE NOTE 1,9,&10)
(2) TO UNGUARDED WINDOWS. (SEE NOTE 7)	4.5	5.0	5.5 (SEE NOTE 1 & 8)	7.0	7.5 (SEE NOTE 9 & 10)
(3) TO BALCONIES AND AREA ACCESSIBLE TO PEDESTRIANS (SEE NOTE 3)	4.5	5.0	5.5 (SEE NOTE 8)	7.0	7.5 (SEE NOTE 9 & 10)
B. VERTICAL					
(1) OVER OR UNDER ROOF OR PROJECTIONS NOT READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	3.0	3.5	10.5	12.0	12.5
(2) OVER OR UNDER BALCONIES AND ROOFS READILY ACCESSIBLE TO PEDESTRIANS. (SEE NOTE 3)	10.5	11.0	11.5	13.0	13.5
(3) OVER ROOFS ACCESSIBLE TO VEHICLES, BUT NOT SUBJECT TO TRUCK TRAFFIC. (SEE NOTE 5)	10.5	11.0	11.5	13.0	13.5
(4) OVER ROOFS ACCESSIBLE TO TRUCK TRAFFIC. (SEE NOTE 5)	15.5	16.0	16.5	18.0	18.5
2. SIGNS, CHIMNEYS, BILLBOARDS, RADIO AND TELEVISION ANTENNAS, TANKS, AND OTHER INSTALLATIONS NOT CLASSIFIED AS BUILDINGS OR BRIDGES.	4.5	5.0	5.5	7.0	7.5
A. HORIZONTAL; (SEE NOTE 4)					
(1) READILY ACCESSIBLE					
(2) NOT READILY ACCESSIBLE	3.0	3.5	5.5 (SEE NOTES 1 & 8)	7.0	7.5 (SEE NOTE 1,9,&10)
B. VERTICAL					
(1) OVER OR UNDER CATWALKS AND OTHER SURFACES UPON WHICH PERSONNEL WALK.	10.5	11.0	11.5	13.0	13.5
(2) OVER OR UNDER OTHER PORTIONS OF SUCH INSTALLATIONS.	3.0	3.5	6.0 (SEE NOTE 1)	7.5	8.0

*ALWAYS REFER TO THE LATEST NESC
(REFERENCE NESC RULE 232, 2007 EDITION, FOR ADDITIONAL INFORMATION)

**CLEARANCES OF WIRES, CABLES, AND UNGUARDED RIGID
LIVE PARTS ADJACENT BUT NOT ATTACHED TO
BUILDINGS AND OTHER INSTALLATIONS EXCEPT BRIDGES**



DATE: OCTOBER, 1992

REVISIONS JULY, 2001

TABLE 2



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Fiscal Year 2020 Update

Department: Finance

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: N/A

Presented By: Keith Lee

Action Requested: N/A

Summary: An update on the status of the Fiscal Year 2020 Budget for Quarter 1. Also, includes preliminary FY 2019 ending information.

Background: Budget Update

Fiscal Impact: N/A

Attachments/Exhibits:
Power Point Presentation.



Financial Update (FY 2020 Q1)

November, 13 2019



LAWRENCEVILLE
GEORGIA

Agenda

- **FY 2019 Ending**
- **FY 2020 First Quarter**
 - **General Fund**
 - **Enterprise Funds**
 - **Electric, Gas, Water**
 - **Other Funds**
 - **Storm Water, Solid Waste, Others**



LAWRENCEVILLE
GEORGIA

General Fund FY 2019 (unaudited)

- **FY 2019 Ending Highlights**
 - General Fund
 - Revenues \$2.9M more than Budget
 - TAVT, Insurance Premium -\$190K
 - Fines & Forfeitures - \$739K
 - Transfers - \$1.53M
 - Expenses \$3.6M less than Budget
 - Salary and Benefits – (\$750K)
 - Contingency – (\$1.2M)
 - Group Health – (\$514K)
 - Budgeted to Use \$5.9M of Fund Balance



LAWRENCEVILLE
GEORGIA

General Fund FY 2019 (unaudited)

FY 2018 Ending Fund Balance	\$15,202,044	
FY 2019 changes (unaudited)	<u>\$697,171</u>	
FY 2019 Ending Fund Balance (unaudited)		\$15,899,215

- FY 2019 was budgeted to use \$5.9M in fund balance
- FY 2019 actual added \$697K to fund balance



Electric Fund FY 2019 (unaudited)

- **FY 2019 Ending Highlights**
 - Electric Fund
 - Revenues \$190K more than Budget
 - Electric Revenue – (\$1.9M)
 - Investments MEAG Trust Fund – \$2.2M
 - MEAG Investments
 - Competitive Trust Contributions \$2.1M
 - Expenses \$2.9M less than Budget
 - Salary and Benefits – (\$17K)
 - Purchase of Electricity – (\$1.5M)
 - Group Health – (\$88K)
 - Capital Projects – (\$818K)
 - Budgeted to Use \$2.4M of Fund Balance



LAWRENCEVILLE
GEORGIA

Electric Fund FY 2019 (unaudited)

FY 2018 Ending Fund Balance	\$6,562,007	
FY 2019 changes (unaudited)	<u>\$2,729,904</u>	
FY 2019 Ending Fund Balance (unaudited)		\$9,291,911

- FY 2019 was budgeted to use \$2.4M in fund balance
- FY 2019 actual added \$2.7M to fund balance



Gas Fund FY 2019 (unaudited)

- **FY 2019 Ending Highlights**
 - Gas Fund
 - Revenues \$8.9M more than Budget
 - Gas Revenue – \$8.9M
 - Expenses \$1.8M more than Original Budget
 - Salary and Benefits – (\$225K)
 - Purchase of Gas – \$3.8M
 - Group Health – (\$60K)
 - Capital Projects – (\$1.3M)
 - Budgeted to Use \$3.4M of Fund Balance



LAWRENCEVILLE
GEORGIA

Gas Fund FY 2019 (unaudited)

FY 2018 Ending Fund Balance	\$7,809,451	
FY 2019 changes (unaudited)	<u>\$3,727,911</u>	
FY 2019 Ending Fund Balance (unaudited)		\$11,537,362

- FY 2019 was budgeted to use \$3.4M in fund balance
- FY 2019 actual added \$3.7M to fund balance



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Water Fund FY 2019 (unaudited)

- **FY 2019 Ending Highlights**
 - Water Fund
 - Revenues \$103K more than Budget
 - Water Taps – \$68K
 - Investments - \$25K
 - Expenses \$188K less than Original Budget
 - Salary and Benefits – (\$67K)
 - Purchase of Water – (\$85K)



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Water Fund FY 2019 (unaudited)

FY 2018 Ending Fund Balance	\$871,481	
FY 2019 changes (unaudited)	<u>\$311,519</u>	
FY 2019 Ending Fund Balance (unaudited)		\$1,183,000



Other Funds (FY 2019 Unaudited)

	Solid Waste	Storm Water	Worker's Comp	Group Health
FY 2018 Ending Fund Balance	\$149,838	\$2,219,321	\$408,803	\$886,538
FY 2020 Revenue	\$1,675,042*	\$1,041,650	\$353,331	\$5,627,451
FY 2020 Expenses	\$1,476,463	\$1,294,324	\$230,519	\$4,748,364
Excess / Deficient Revenue	\$198,579	(\$252,674)	\$122,811	\$879,086
FY 2019 Ending Fund Balance (Unaudited)	\$348,417	\$1,966,647	\$531,614	\$1,765,624

* \$740,670 transferred from Gas System



Other Funds (FY 2019 Unaudited)

	Confiscated Assets	E911	Hotel / Motel	Auto Excise
FY 2018 Ending Fund Balance	\$524,021	\$324,648	\$0	\$0
FY 2020 Revenue	\$173,295	\$972,086*	\$280,442	\$91,273
FY 2020 Expenses	\$97,699	\$855,888	\$280,442	\$91,273
Excess / Deficient Revenue	\$75,596	\$116,198	\$0	\$0
FY 2020 Ending Fund Balance	\$599,617	\$408,895	\$0	\$0

* E911 reimbursements from Gwinnett County.



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FY 2020 First Quarter Update



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General Fund (YTD)

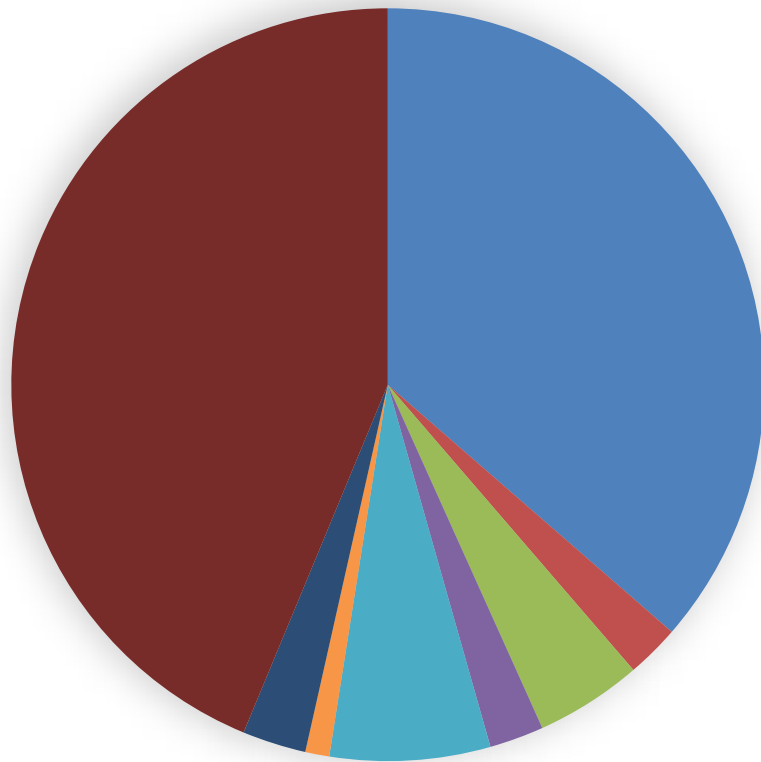
	FY 2020 First Quarter		
	Budget	Projected	Actual
Revenue	\$28,703,548	\$7,335,869	\$6,401,258
Expenditures	\$28,703,548	\$7,161,036	\$6,012,775
Excess (Deficiency)	\$0	\$174,833	\$388,483

- Revenues are below projections by \$935K
- Expenses are below projections by \$1.15M
- Change in fiscal year, and the month that accruals occur is impacting projections



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General Fund (Revenue)

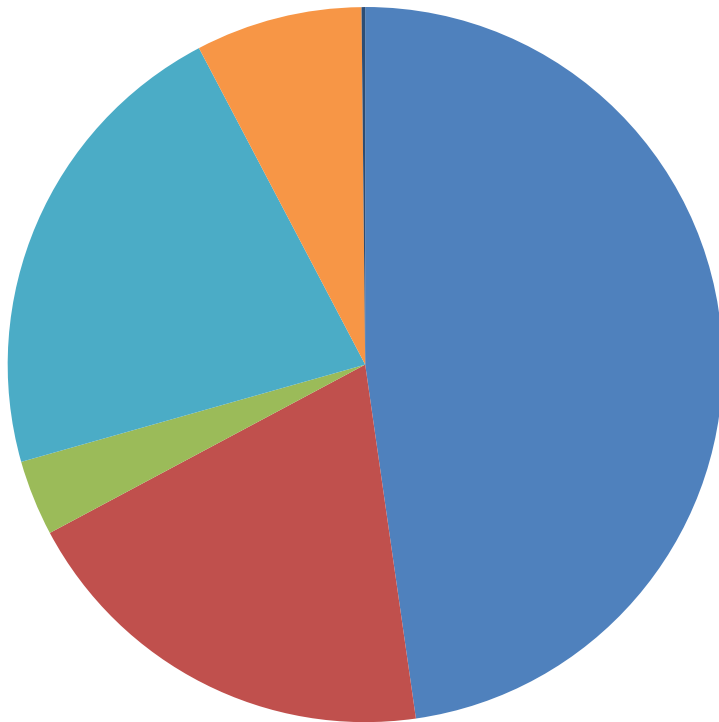


■ 31 TAXES	<u>\$2,330,017</u>
■ 32 LICENSES & PERMITS	<u>\$146,380</u>
■ 33 INTERGOVERNMENTAL REVENUES	<u>\$293,403</u>
■ 34 CHARGES FOR SERVICES	<u>\$149,294</u>
■ 35 FINES & FORFEITURES	<u>\$440,913</u>
■ 36 INVESTMENT INCOME	<u>\$65,860</u>
■ 38 MISCELLANEOUS REVENUE	<u>\$175,138</u>
■ 39 OTHER FINANCING SOURCES	<u>\$2,800,252</u>
Grand Total	<u>\$6,401,258</u>



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General Fund (Expenses)



51 PERSONAL SERVICES AND EMPLOYEE BENEFITS	\$2,870,229
52 PURCHASED/CONTRACTED SERVICES	\$1,170,214
53 SUPPLIES	\$205,643
54 CAPITAL OUTLAYS	\$0
55 INTERFUND/INTERDEPARTMENTAL CHARGES	\$1,303,806
57 OTHER COSTS	\$453,015
58 DEBT SERVICE	\$9,868
Grand Total	\$6,012,775



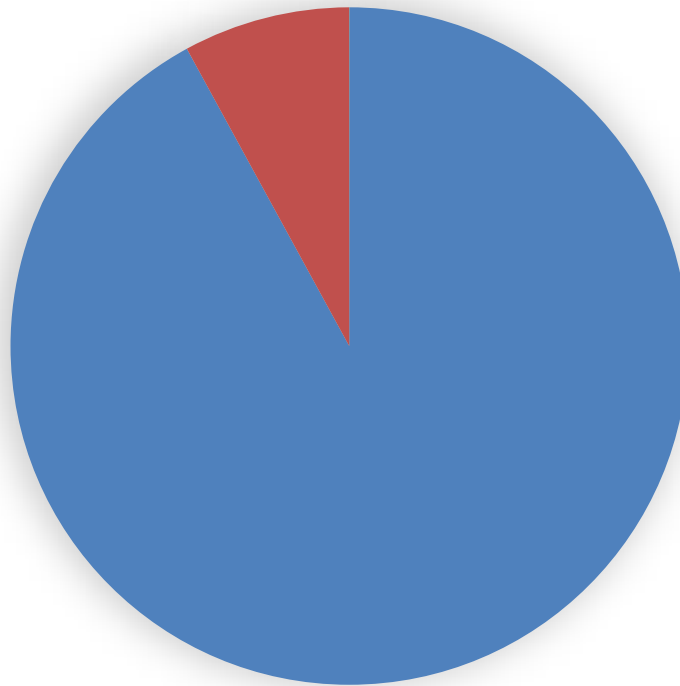
LAWRENCEVILLE
GEORGIA

General Fund (Projected)

FY 2019 Ending Fund Balance (unaudited)	\$15,899,215	
FY 2020 projected changes	<u>\$213,650</u>	
FY 2020 Ending Fund Balance (projected)		\$16,112,865
Restricted by Fund Balance Policy	<u>(\$7,442,644)</u>	
• FY 2020 Budget		
Fund Balance Above Policy		\$8,670,221



Electric Fund (Revenue)



■ 34 CHARGES FOR SERVICES

\$10,364,084

■ 36 INVESTMENT INCOME

\$636,641

■ 38 MISCELLANEOUS REVENUE

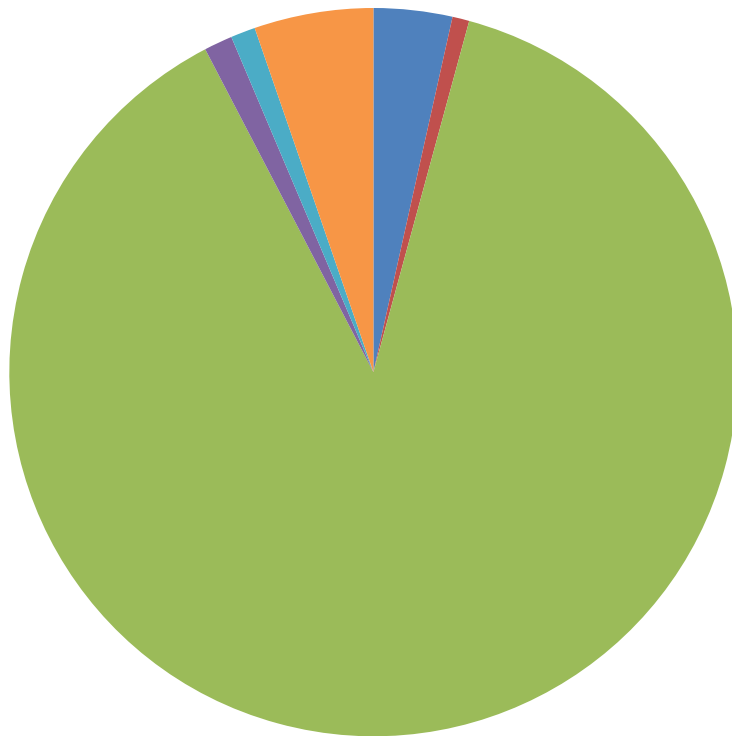
\$399

Grand Total

\$11,001,124



Electric Fund (Expenses)



■ 51 PERSONAL SERVICES AND EMPLOYEE BENEFITS	<u>\$293,224</u>
■ 52 PURCHASED/CONTRACTED SERVICES	<u>\$62,661</u>
■ 53 SUPPLIES	<u>\$7,402,990</u>
■ 55 INTERFUND/INTERDEPARTMENTAL CHARGES	<u>\$105,419</u>
■ 56 DEPRECIATION AND AMORTIZATION	<u>\$92,113</u>
■ 61 OTHER FINANCING USES	<u>\$444,441</u>
Grand Total	\$8,400,847



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Electric Fund (Projected)

FY 2019 Ending Working Capital (Unaudited)	\$9,291,911	
FY 2020 additions	<u>\$1,218,007</u>	
FY 2020 Ending Working Capital (Projected)		\$10,509,918
Restricted by Working Capital Policy	<u>(\$5,511,596)</u>	
• FY 2020 Budget		
Working Capital Above Policy		\$4,998,322



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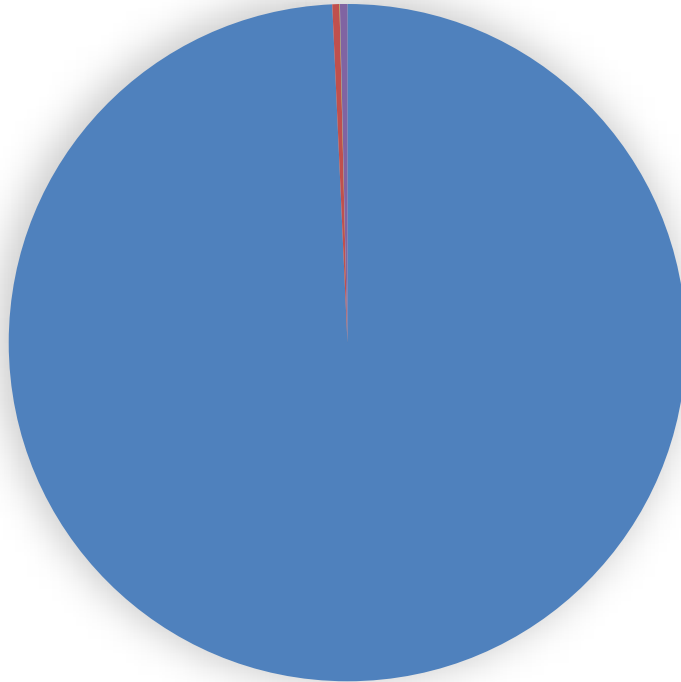
Gas Fund (YTD)

	FY 2020 First Quarter		
	Budget	Projected	Actual
Revenue	\$39,159,465	\$8,597,042	\$6,603,933
Expenditures	\$39,159,465	\$8,236,359	\$6,303,254
Excess (Deficiency)	\$0	\$360,684	\$300,679



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Gas Fund (Revenue)



■ 34 CHARGES FOR SERVICES \$6,573,208

■ 36 INVESTMENT INCOME \$14,734

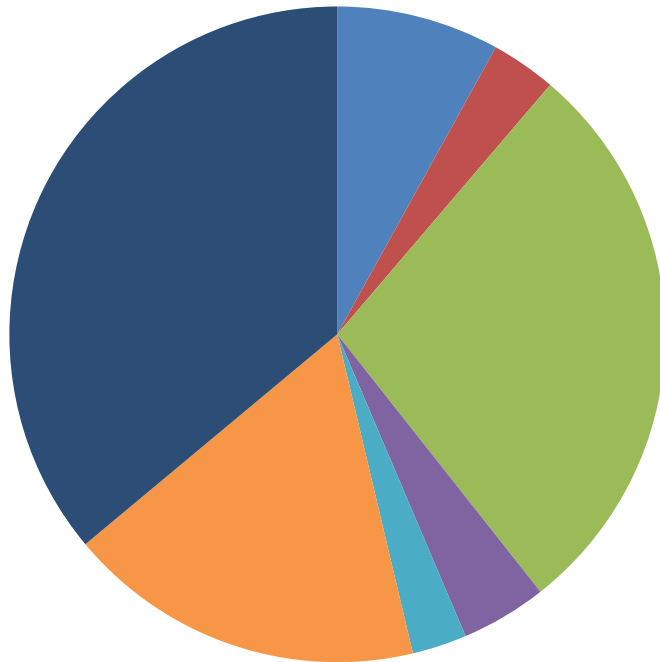
■ 38 MISCELLANEOUS REVENUE \$835

■ 39 OTHER FINANCING SOURCES \$15,156

Grand Total \$6,603,933



Gas Fund (Expenses)



51 PERSONAL SERVICES AND EMPLOYEE BENEFITS	\$506,007
52 PURCHASED/CONTRACTED SERVICES	\$202,821
53 SUPPLIES	\$1,772,716
55 INTERFUND/INTERDEPARTMENTAL CHARGES	\$266,781
56 DEPRECIATION AND AMORTIZATION	\$170,015
58 DEBT SERVICE	\$1,112,219
61 OTHER FINANCING USES	\$2,272,695
Grand Total	\$6,303,254



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Gas Fund (Projected)

FY 2019 Ending Working Capital (Unaudited)	\$11,537,362	
FY 2020 changes	<u>\$300,679</u>	
FY 2020 Ending Working Capital (Projected)		\$11,838,041
Restricted by Working Capital Policy	<u>(\$6,911,098)</u>	
• FY 2020 Budget		
Working Capital Above Policy		\$4,926,943



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GEORGIA

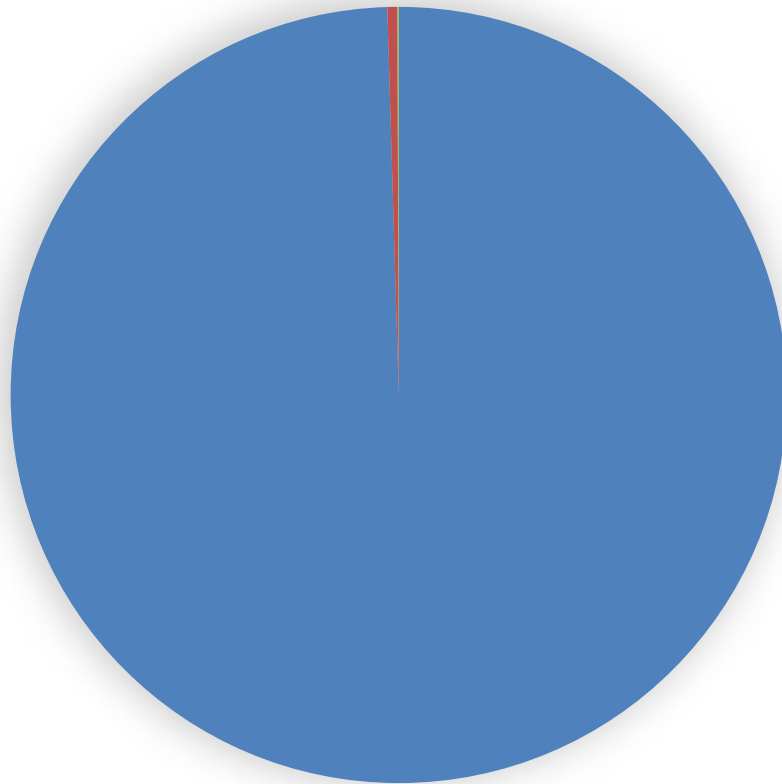
Water Fund (YTD)

	FY 2020 First Quarter		
	Budget	Projected	Actual
Revenue	\$4,338,700	\$1,519,037	\$1,730,918
Expenditures	\$4,302,153	\$1,401,686	\$1,307,607
Excess (Deficiency)	\$36,547	\$117,351	\$423,311



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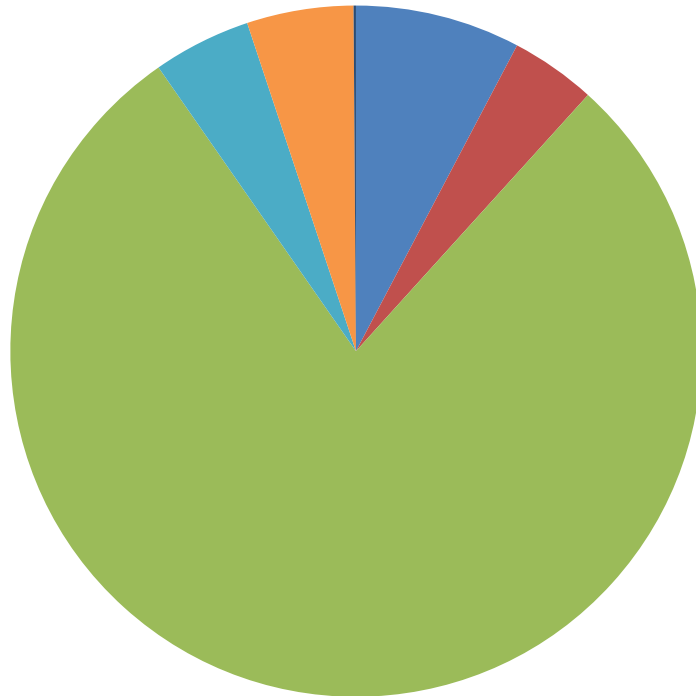
Water Fund (Revenue)



■ 34 CHARGES FOR SERVICES	<u>\$9,37174</u>
■ 36 INVESTMENT INCOME	<u>\$3,296</u>
■ 38 MISCELLANEOUS REVENUE	<u>\$442</u>
Grand Total	\$1,730,918



Water Fund (Expenses)



51 PERSONAL SERVICES AND EMPLOYEE BENEFITS	\$100,971
52 PURCHASED/CONTRACTED SERVICES	\$52,153
53 SUPPLIES	\$1,027,871
54 CAPITAL OUTLAYS	\$0
55 INTERFUND/INTERDEPARTMENTAL CHARGES	\$59,994
56 DEPRECIATION AND AMORTIZATION	\$65,118
57 OTHER COSTS	\$1,500
61 OTHER FINANCING USES	\$0
Grand Total	\$1,307,607



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Water Fund (Projected)

FY 2019 Ending Working Capital (Unaudited)	\$1,183,000	
FY 2020 changes	<u>\$337,249</u>	
FY 2020 Ending Working Capital (Projected)		\$1,520,249
Restricted by Working Capital Policy	<u>(\$859,819)</u>	
• FY 2020 Budget		
Working Capital Above Policy		\$660,430



Other Funds (Projected)

	Solid Waste	Storm Water	Worker's Comp	Group Health
FY 2019 Ending Fund Balance (Unaudited)	\$348,417	\$1,966,647	\$531,614	\$1,765,624
FY 2020 Revenue	\$180,526	\$1,604,393	\$197,424	\$1,628,428
FY 2020 Expenses	\$387,494	\$108,230	\$137,629	\$1,666,049
Excess / Deficient Revenue	(\$206,968)	\$1,496,163	\$59,795	(\$37,620)
FY 2020 Ending Fund Balance (Projected)	\$141,449	\$3,462,810	\$591,409	\$1,728,004



Other Funds (Projected)

	Confiscated Assets	E911	Hotel / Motel	Auto Excise
FY 2019 Ending Fund Balance (Unaudited)	\$599,617	\$408,895	\$0	\$0
FY 2020 Revenue	\$5,560	\$0*	\$52,807	\$21,671
FY 2020 Expenses	\$60,000	\$240,401	\$52,807	\$21,671
Excess / Deficient Revenue	(\$54,440)	(\$240,401)	\$0	\$0
FY 2020 Ending Fund Balance (Projected)	\$545,177	\$168,494	\$0	\$0

* E911 reimbursements from Gwinnett County in April 2020.



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Questions



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR SESSION, NOVEMBER 13, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Site Work for the Lawrenceville Housing Authority Project
Department:	Administration
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	\$59,087.00
Presented By:	Chuck Warbington
Action Requested:	Ratification of Site Work for the Lawrenceville Housing Authority Project to Barker and Company, LLC. d/b/a Site King in the amount of \$59,087.00.

Summary: The work performed included rough and finish grade around all buildings, installation of irrigation system, installation of an interlocking block retaining wall, grass seeding and straw, hardwood mulch, and hauling construction debris off the site.

Fiscal Impact: Amount of \$59,087.00. This is funded by the Capital Outlay Fund (355-5.15.1565.541000). Project 01-002.

Attachments/Exhibits:

Invoices

7742 Spalding Dr. #514
Norcross, Ga. 30092
(770)449-2483

Inventory

Date	Invoice #
10/15/2019	2019-696

Bill To
City of Lawrenceville 1 Constitution Blvd Lawrenceville, Ga. 30046

Job Address
Thompson Square Lawrenceville Housing Authority 188 Constitution Blvd Lawrenceville, Ga. 30046

Description	Amount
Site work Rough and finish grade around all buildings Load and haul dirt off site (estimated 480 cu yds x \$35.00 per cu yd) Install irrigation (8 zones x \$900.00 per zone) Prep and install Bermuda sod (34 pallets x \$450 per pallet) Install a interlocking block retaining wall @ unit 15 (100 sf x \$45.00 sf) Install an 18" catch basin with 6" pipe at unit 15 Wheat straw spread (150 bales x \$18.50) Grass seed (500 lbs x \$1.75 lb) Hardwood mulch (500 cu yds x \$52.00 cu yd) Compost (300 cu yds x \$55.00 cu yd)	 5,500.00 8,400.00 3,600.00 7,650.00 2,250.00 1,625.00 1,387.50 437.50 13,000.00 8,250.00
Thank you for your business! Please visit our website at www.siteking.us	Total \$52,100.00

Site King

7742 Spalding Dr. #514
Norcross, Ga. 30092
(770)449-2483

Invoice 25

Date	Invoice #
10/15/2019	2019-697

Bill To
City of Lawrenceville 1 Constitution Blvd Lawrenceville, Ga. 30046

Job Address
Thompson Square Lawrenceville Housing Authority 188 Constitution Blvd Lawrenceville, Ga. 30046

Description	Amount
Site work	
Clean up brick and debris from construction	
Bobcat	1,700.00
Dump truck	1,360.00
Labor	650.00
Disposal (20 yd dumpsters @ \$350 each)	700.00
Dumpster weight overages	427.00
Thank you for your business! Please visit our website at www.siteking.us	
Total	\$4,837.00

7742 Spalding Dr. #514
Norcross, Ga. 30092
(770)449-2483

7742 Spalding Dr. #514
Norcross, Ga. 30092
(770)449-2483

Date	Invoice #
10/15/2019	2019-698

Bill To
City of Lawrenceville 1 Constitution Blvd Lawrenceville, Ga. 30046

Job Address
Thompson Square Lawrenceville Housing Authority 188 Constitution Blvd Lawrenceville, Ga. 30046

[illegible]



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: REGULAR MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item: Appointment of Valerie Clark to the Aurora Board

Department: City Council

Date of Meeting: Wednesday, November 13, 2019

Fiscal Impact: None

Presented By: Chuck Warbington

Action Requested: Appoint Valerie Clark to the Aurora Board



LAWRENCEVILLE

GEORGIA

AGENDA REPORT

MEETING: COUNCIL MEETING, NOVEMBER 13, 2019

AGENDA CATEGORY: COUNCIL BUSINESS NEW BUSINESS

Item:	Lawn Stage & Parking Project
Department:	Communications & Community Development
Date of Meeting:	Wednesday, November 13, 2019
Fiscal Impact:	\$1,505,650.00 in capital project code SP-012 of the FY2020 Budget
Presented By:	Lisa Sherman
Action Requested:	Award lowest bidder, Bayne Development Group, LLC, with this contract for \$1,505,650.00 and to authorize the Mayor to execute the contract upon approval of the City Attorney. Contract to follow award.

Summary: The Lawrenceville Lawn has been the location for the majority of City events since it's grand opening in 2014. In that time, Lawrenceville has hosted over a quarter-of-a-million guests at these events between 2014 and today. With the onset of the Southlawn development and a desire to continue meeting the needs of our patrons and residents for qualitative entertainment, Council approved a capital investment in the expansion of this space to include a permanent stage, storage area, additional restrooms, connection between the venue and the Southlawn development and public parking to serve the new retail going in on Clayton Street. This proposal meets all of those requirements offering a 40x60 covered stage with classic brick and granite finishes to blend with the existing park amenities as well as the development directly behind it, 12 additional restroom facilities to serve both regular park and event venue uses, a brick-paver surface around the front of the stage for VIP entertainment during events and public parking as well as improved access of services to the stage. This project will require 5.5 months to complete with an anticipated completion date of early June for a grand opening of the stage at the July 3, 2020 PRELUDE to the 4th event.

Fiscal Impact: This contractor will meet budget requirements for \$1,505,650.00 in total cost including base bid with alternate 1 and alternate 2 under capital projects code SP-012. \$1,888,400.00 is approved and available in the project. Upon approval of this item, \$382,750.00 will be remaining in the project.

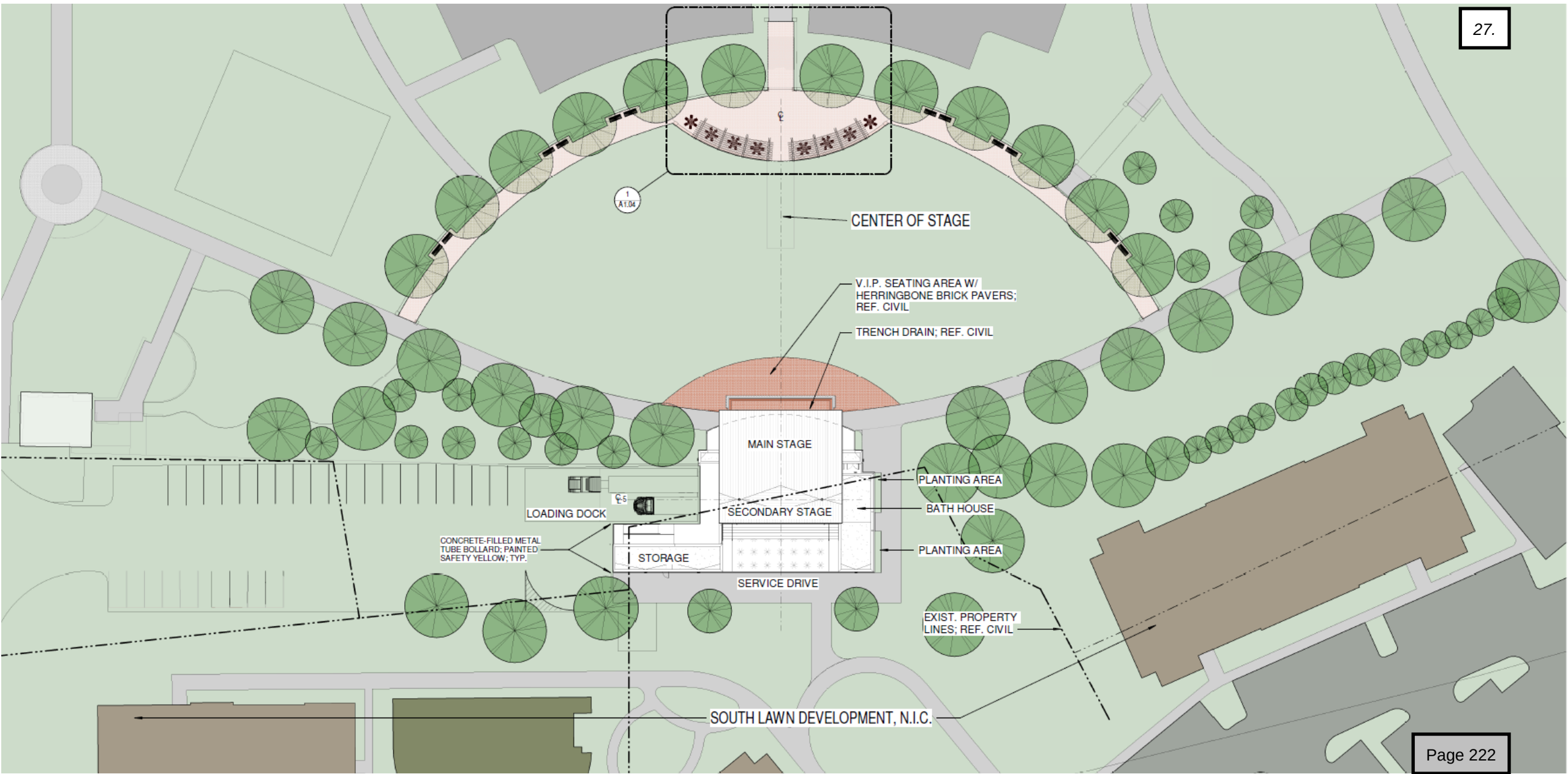
Attachments/Exhibits:

Lawn Stage Rendering

Site Plan

Lawn Amphitheatre Project Tabulation





BID TABULATION

SB015-20
Lawrenceville Lawn Amphitheatre Project
Community Development

			Bayne Development Group, LLC.		Kevin Price General Contractors Inc. d/b/a Kevin Price Construction		Multiplex, LLC.	
ITEM #	DESCRIPTION	APPROX. QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Base Building								
1	Division 00 – Procurement and Contracting Requirements	1 LS		\$0.00	\$175,681.00	\$175,681.00	\$10,000.00	\$10,000.00
2	Division 01 – General Requirements	1 LS	\$314,758.00	\$314,758.00	\$127,540.00	\$127,540.00	\$163,600.00	\$163,600.00
3	Division 02 – Existing Conditions	1 LS	\$29,497.00	\$29,497.00		\$0.00	\$144,365.00	\$144,365.00
4	Division 03 - Concrete	1 LS	\$112,444.00	\$112,444.00	\$143,880.00	\$143,880.00	\$233,957.00	\$233,957.00
5	Division 04 – Masonry	1 LS	\$97,300.00	\$97,300.00	\$248,801.00	\$248,801.00	\$153,217.00	\$153,217.00
6	Division 05 - Metals	1 LS	\$115,500.00	\$115,500.00	\$110,297.00	\$110,297.00	\$118,437.00	\$118,437.00
7	Division 06 – Wood, Plastics, and Composites	1 LS	\$66,048.00	\$66,048.00	\$12,500.00	\$12,500.00	\$29,205.00	\$29,205.00
8	Division 07 – Thermal and Moisture Protection	1 LS	\$79,465.00	\$79,465.00	\$300,590.00	\$300,590.00	\$329,012.00	\$329,012.00
9	Division 08 – Openings	1 LS	\$25,952.00	\$25,952.00	\$35,083.00	\$35,083.00	\$36,687.00	\$36,687.00
10	Division 09 – Finishes	1 LS	\$92,445.00	\$92,445.00	\$228,281.00	\$228,281.00	\$82,258.00	\$82,258.00
11	Division 10 – Specialties	1 LS	\$29,068.00	\$29,068.00	\$72,154.00	\$72,154.00	\$70,001.00	\$70,001.00
12	Division 11 - Equipment	1 LS	\$700.00	\$700.00		\$0.00		\$0.00
13	Division 12 – Furnishings	1 LS		\$0.00		\$0.00		\$0.00

14	Division 13 – Special Construction	1 LS		\$0.00		\$0.00		PAGE 27. \$0
15	Division 14 – Conveying Equipment	1 LS		\$0.00		\$0.00		\$0.00
16	Division 21 – Fire Suppression	1 LS		\$0.00		\$0.00		\$0.00
17	Division 22 – Plumbing	1 LS	\$35,150.00	\$35,150.00	\$57,485.00	\$57,485.00	\$73,500.00	\$73,500.00
18	Division 23 – Heating, Ventilating, and Air Conditioning (HVAC)	1 LS	\$42,908.00	\$42,908.00	\$42,908.00	\$42,908.00	\$45,054.00	\$45,054.00
19	Division 26 – Electrical	1 LS	\$144,780.00	\$144,780.00	\$136,875.00	\$136,875.00	\$141,750.00	\$141,750.00
20	Division 27 – Communications	1 LS		\$0.00		\$0.00		\$0.00
21	Division 28 – Electronic Safety and Security	1 LS		\$0.00		\$0.00		\$0.00
22	Division 31 – Earthwork	1 LS	\$63,788.00	\$63,788.00	\$115,900.00	\$115,900.00	\$88,000.00	\$88,000.00
23	Division 32 – Exterior Improvements	1 LS	\$156,661.00	\$156,661.00	\$168,000.00	\$168,000.00	\$237,129.00	\$237,129.00
24	Division 33 – Utilities	1 LS	\$44,158.00	\$44,158.00	\$23,000.00	\$23,000.00	\$91,135.00	\$91,135.00
Total			\$1,450,622.00		\$1,998,975.00		\$2,047,307.00	
Add Alternatives								
25	Add Alternate A01	1 LS	\$20,490.00	\$20,490.00	\$3,200.00	\$3,200.00	\$18,000.00	\$18,000.00
26	Add Alternate A02	1 LS	\$34,538.00	\$34,538.00	\$77,000.00	\$77,000.00	\$85,000.00	\$85,000.00
27	Add Alternate A03	1 LS	\$17,075.00	\$17,075.00	\$27,320.00	\$27,320.00	\$29,000.00	\$29,000.00
Deductive Alternatives								
28	Deductive Alternate D01	1 LS	(\$10,382.00)	-\$10,382.00	(\$9,700.00)	-\$9,700.00	(\$15,000.00)	-\$15,000.00
29	Deductive Alternate D02	1 LS	(\$27,336.00)	-\$27,336.00	(\$7,950.00)	-\$7,950.00	(\$30,000.00)	-\$30,000.00

30	Deductive Alternate D03	1 LS	(\$16,440.00)	-\$16,440.00	(\$21,675.00)	-\$21,675.00	(\$18,000.00)	PAGE 27. -\$18,000.00
31	Deductive Alternate D04	1 LS	(\$3,288.00)	-\$3,288.00	(\$7,500.00)	-\$7,500.00	(\$15,000.00)	-\$15,000.00
32	Deductive Alternate D05	1 LS	(\$19,000.00)	-\$19,000.00	(\$45,000.00)	-\$45,000.00	(\$7,800.00)	-\$7,800.00
33	Deductive Alternate D06	1 LS	(\$1,500.00)	-\$1,500.00	(\$15,500.00)	-\$15,500.00	(\$17,000.00)	-\$17,000.00
34	Deductive Alternate D07	1 LS	(\$1,500.00)	-\$1,500.00	\$0.00	\$0.00	(\$3,000.00)	-\$3,000.00

Recommended Vendor:

Bayne Development Group, LLC.